



LYNNWOOD CITY COUNCIL Business Meeting
City Hall Council Chambers 19100 44th Ave W Lynnwood WA 98036
MONDAY, DECEMBER 8, 2025 6:00 PM

1. CALL TO ORDER
2. FLAG SALUTE
3. LAND ACKNOWLEDGEMENT
4. ROLL CALL
5. MESSAGES AND PAPERS FROM THE MAYOR
6. WRITTEN COMMUNICATIONS AND PETITIONS
7. PRESENTATIONS AND PROCLAMATIONS
 - 7.A [Proclamation: International Migrants Day \(Dec 18\)](#) - 10 minutes
 - 7.B [Proclamation: Honoring Mayor Christine Frizzell](#) - 5 minutes
 - 7.C [Proclamation: Honoring Councilmember Josh Binda](#) - 5 minutes
 - 7.D [Proclamation: Honoring Councilmember Patrick Decker](#) - 5 minutes
8. OATH OF OFFICE
 - 8.A [Oath of Office - Council position 1 Council Member Derica Escamilla](#) - 5 minutes
 - 8.B [Oath of Office - Council position 2 Council Member Elect Isabel Mata](#) - 5 minutes
 - 8.C [Oath of Office - Council position 3 Council Member Elect Bryce Owings](#) - 5 minutes
 - 8.D [Oath of Office - Council position 5 Council Member Robert Leutwyler](#) - 5 minutes
 - 8.E [Oath of Office - Mayor Elect George Hurst](#) - 5 minutes
9. PUBLIC COMMENTS AND COMMUNICATIONS - up to 30 minutes
10. COUNCIL COMMENTS AND ANNOUNCEMENTS
11. APPROVAL OF MINUTES

- 11.A [Minutes Approval](#) - 5 minutes
Luke Lonie, City Clerk
12. UNANIMOUS CONSENT AGENDA
- 12.A [Voucher Approval](#) - 0 minutes
Michelle Meyer, Finance Director
- 12.B [3551 - Prosecuting Attorney - Contract Increase](#) - 0 minutes
Julie Moore, Assistant City Administrator
- 12.C [Reappoint Lodging Tax Advisory Committee Member Leilani Wainui Kamala](#) - 0 minutes
Ryan Bush, Tourism Project Manager
- 12.D [Council Ratification of successor AFSCME Collective Bargaining Agreement.](#) - 0 minutes
Annie Vandenkooy, Director of Human Resources
- 12.E [Reappointment of Planning Commissioners \(2\)](#) - 0 minutes
Karl Almgren, AICP, Community Planning Manager
- 12.F [AXON Contract Renewal](#) - 0 minutes
Commander Scott Dilworth
- 12.G [Reappoint Human Services Commission Member Vanessa Villavicencio](#) - 0 minutes
Kyle Ward, Human Services Coordinator
- 12.H [Contract Supplement: Connecting Lynnwood Poplar Way Bridge](#) - 0 minutes
Nicholas Barnett, Engineering Manager and David Mach, City Engineer
- 12.I [Contract: Connecting Lynnwood Poplar Way Bridge - Puget Sound Energy](#) - 0 minutes
Nicholas Barnett, Engineering Manager and David Mach, City Engineer
13. BUSINESS ITEMS AND OTHER MATTERS
- 13.A [Ordinance: Permit Services Fee Update](#) - 20 minutes
Ben Wolters, AICP, DBS Director, and Karl Almgren, AICP, Community Planning Manager
- 13.B [Ordinance: Business License Fee Update](#) - 5 minutes
Ben Wolters, AICP, DBS Director
- 13.C [2026 Salary Schedule Ordinance for Council approval.](#) - 15 minutes
Annie Vandenkooy, Human Resources Director
- 13.D [Resolution: Authorizing the Mayor to Prepare an Ordinance for Council Consideration of the Public Safety Sales Tax Measure](#) - 15 minutes
Nick Coelho, Council President

13.E [Council Vacancy Process](#) - *5 minutes*

Luke Lonie, City Clerk, and Julie Moore, Assistant City Administrator

14. NEW BUSINESS

ADJOURN

MEMOS FOR YOUR INFORMATION

[Bi-Yearly Report to Council - Boards and Commissions Applications](#) - *0 minutes*

CITY COUNCIL 7.A
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Proclamation: International Migrants Day (Dec 18)

DEPARTMENT CONTACT: Julie Moore, Executive Office

SUMMARY:

A proclamation is to be read and adopted in honor of International Migrants Day (Dec 18)

ESTIMATED TIME:

10

SUGGESTED ACTION:

Adopt

DEPARTMENT ATTACHMENTS

Description:

[Proclamation - International Migrants Day 2025.pdf](#)



LYNNWOOD
WASHINGTON

Proclamation

City of Lynnwood International Migrants Day 2025

WHEREAS, the City of Lynnwood recognizes that on September 19, 2016 the United Nations General Assembly unanimously adopted the New York Declaration for Refugees and Migrants; and

WHEREAS, this declaration reaffirms the importance of the international refugee regime and contains a wide range of commitments by member states to strengthen and enhance mechanisms to protect people on the move; and

WHEREAS, we reflect on the lives of the over 280 million people who left their country in the universal pursuit of opportunity, dignity, freedom, and a better life; and

WHEREAS, the City of Lynnwood has historically been a place of refuge for migrants escaping from political turmoil, natural disasters, and economic hardships in their country of origin -- immigrants from across the world have helped built this city and its economy continues to thrive through the major contributions of their work; and

NOW, THEREFORE BE IT RESOLVED that we, Mayor Christine Frizzell and the Lynnwood City Council, do hereby proclaim that December 18, 2025 is International Migrants Day in Lynnwood. We call upon public officials, educators, businesses, communities, volunteers, and all the people of Lynnwood to observe this day to honor and celebrate the thriving cultures and positive values of the Migrant and Refugees and we encourage all residents to join us in extending our gratitude and appreciation for their hard work and dedication.

Christine Frizzell, Mayor
December 8, 2025

Nick Coelho, City Council President
December 8, 2025

CITY COUNCIL 7.B
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Proclamation: Honoring Mayor Christine Frizzell

DEPARTMENT CONTACT: Julie Moore, Executive Office

SUMMARY:

A proclamation is to be read in honor of Mayor Christine Frizzell

ESTIMATED TIME:

5

SUGGESTED ACTION:

Adopt

DEPARTMENT ATTACHMENTS

Description:

[Proclamation - Mayor Christine Frizzell.pdf](#)



LYNNWOOD
WASHINGTON

Proclamation

City of Lynnwood

Honoring Mayor Christine Frizzell

WHEREAS, Christine Frizzell was elected in 2021 to serve as the Mayor of the City of Lynnwood, and prior to that she served a 4-year term on the Lynnwood City Council; and

WHEREAS, During her tenure, Mayor Christine Frizzell placed a great emphasis on Lynnwood being an open and welcoming City, encouraging community members to visit City Hall, increasing civic engagement, and supporting the 'All Are Welcome' initiative; and

WHEREAS, Mayor Christine Frizzell placed a great emphasis on the City's culture of operational excellence, which improved employee morale and empowered employees to work creatively, be problem solvers, and participate in decision making; and

WHEREAS, Mayor Frizzell has a heart of service and remains committed to helping individuals and community through acts of service; and

WHEREAS, during her tenure, Mayor Christine Frizzell has served on many regional boards including Community Transit, Sound Transit, Economic Alliance of Snohomish County, and Snohomish County Cities, all of which enhanced Lynnwood's presence and influence in Snohomish County and beyond, making Lynnwood a regional model for collaboration; and

NOW, THEREFORE BE IT RESOLVED that we, the Lynnwood City Council, on behalf of the community members, volunteers, and employees of the City of Lynnwood, wish to thank Mayor Christine Frizzell for her service and commitment to the City of Lynnwood, and we encourage all people of Lynnwood to join us in extending our gratitude and appreciation for her service to the City of Lynnwood.

Council President Nick Coelho
December 8, 2025

CITY COUNCIL 7.C
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Proclamation: Honoring Councilmember Josh Binda

DEPARTMENT CONTACT: Julie Moore, Executive Office

SUMMARY:

A proclamation is to be read in honor of Councilmember Josh Binda

ESTIMATED TIME:

5

SUGGESTED ACTION:

Adopt

DEPARTMENT ATTACHMENTS

Description:

[Proclamation - Josh Binda.pdf](#)



LYNNWOOD
WASHINGTON

Proclamation

City of Lynnwood

Honoring Councilmember Josh Binda

WHEREAS, Councilmember Josh Binda has served on the Lynnwood City Council since 2021, when he was elected to serve a four-year term; and

WHEREAS, During his tenure, Councilmember Binda has served as the Council Liaison to the Diversity, Equity & Inclusion Commission, Parks & Recreation Board, Alliance for Housing Affordability, and Planning Commission; and

WHEREAS, elected at the age of 21, Councilmember Binda became the youngest African American ever elected in Washington State history; and

WHEREAS, Councilmember Binda is a champion for equity and inclusion, and recognizes that the future of our community is strengthened when youth and underserved members of community are empowered and engaged; and

NOW, THEREFORE BE IT RESOLVED that we, Mayor Christine Frizzell, and the Lynnwood City Council, on behalf of the community members, and employees of the City of Lynnwood, wish to thank Councilmember Josh Binda for his service and commitment to the City of Lynnwood, and we encourage all residents to join us in extending our gratitude and appreciation for his service on the Lynnwood City Council.

Christine Frizzell, Mayor
December 8, 2025

Nick Coelho, City Council President
December 8, 2025

CITY COUNCIL 7.D
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Proclamation: Honoring Councilmember Patrick Decker

DEPARTMENT CONTACT: Julie Moore, Executive Office

SUMMARY:

A proclamation is to be read honoring Councilmember Patrick Decker

ESTIMATED TIME:

5

SUGGESTED ACTION:

Adopt

DEPARTMENT ATTACHMENTS

Description:

[Proclamation - Patrick Decker.pdf](#)



LYNNWOOD
WASHINGTON

Proclamation

City of Lynnwood

Honoring Councilmember Patrick Decker

WHEREAS, Councilmember Patrick Decker has served on the Lynnwood City Council since 2021, when he was initially appointed to fill a vacancy, and then later elected to serve a full four-year term; and

WHEREAS, During his tenure, Councilmember Decker has served as the Council Liaison to the Planning Commission, Lynnwood Tourism Advisory Committee, Snohomish County 911 Board, the Council Finance Committee, and as the Veterans Liaison; and

WHEREAS, prior to joining the City Council, Councilmember Decker served on the City's Planning Commission and Civil Service Commission; and

WHEREAS, Councilmember Decker stands firmly for his principled beliefs and brings a valuable perspective to the City Council, challenging his colleagues to think critically and listen to all voices in the community; and

NOW, THEREFORE BE IT RESOLVED that we, Mayor Christine Frizzell, and the Lynnwood City Council, on behalf of the community members, and employees of the City of Lynnwood, wish to thank Councilmember Patrick Decker for his service and commitment to the City of Lynnwood, and we encourage all residents to join us in extending our gratitude and appreciation for his service on the Lynnwood City Council.

Christine Frizzell, Mayor
December 8, 2025

Nick Coelho, City Council President
December 8, 2025

CITY COUNCIL 8.A
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Oath of Office - Council position 1 Council Member Derica Escamilla

DEPARTMENT CONTACT: Luke Lonie, Executive Office

SUMMARY:

Oath of Office for Council position 1 for 2026 to 2029

ESTIMATED TIME:

5

DEPARTMENT ATTACHMENTS

Description:

[2026 Oath of Office Derica Escamilla.pdf](#)



OATH OF OFFICE

I, **Derica Escamilla**, do solemnly swear (or affirm) that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington, and that I will faithfully and impartially perform and discharge the duties of the office of the **City of Lynnwood, City Council Position 1** for a **4-year Short & Full term** according to law to the best of my ability.

Derica Escamilla

Subscribed and sworn to before me this 8th day of December, 2025.

Signature: _____

NAME

Official Title: TITLE

CITY COUNCIL 8.B
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Oath of Office - Council position 2 Council Member Elect Isabel Mata

DEPARTMENT CONTACT: Luke Lonie, Executive Office

SUMMARY:

Oath of Office for Council position 2 for 2026 to 2029

ESTIMATED TIME:

5

DEPARTMENT ATTACHMENTS

Description:

[2026 Oath of Office Isabel Mata.pdf](#)



OATH OF OFFICE

I, **Isabel Mata**, do solemnly swear (or affirm) that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington, and that I will faithfully and impartially perform and discharge the duties of the office of the **City of Lynnwood, City Council Position 2** for a **4-year term** according to law to the best of my ability.

Isabel Mata

Subscribed and sworn to before me this 8th day of December, 2025.

Signature: _____

NAME

Official Title: TITLE

CITY COUNCIL 8.C
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Oath of Office - Council position 3 Council Member Elect Bryce Owings

DEPARTMENT CONTACT: Luke Lonie, Executive Office

SUMMARY:

Oath of Office for Council position 2 for 2026 to 2029

ESTIMATED TIME:

5

DEPARTMENT ATTACHMENTS

Description:

[2026 Oath of Office Bryce Owings.pdf](#)



OATH OF OFFICE

I, **Bryce Owings**, do solemnly swear (or affirm) that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington, and that I will faithfully and impartially perform and discharge the duties of the office of the **City of Lynnwood, City Council Position 3** for a **4-year term** according to law to the best of my ability.

Bryce Owings

Subscribed and sworn to before me this 8th day of December, 2025.

Signature: _____

NAME

Official Title: TITLE

CITY COUNCIL 8.D
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Oath of Office - Council position 5 Council Member Robert Leutwyler

DEPARTMENT CONTACT: Luke Lonie, Executive Office

SUMMARY:

Oath of Office for Council position 2 for 2026 to 2027

ESTIMATED TIME:

5

DEPARTMENT ATTACHMENTS

Description:

[2026 Oath of Office Robert Leutwyler.pdf](#)



OATH OF OFFICE

I, **Robert Leutwyler**, do solemnly swear (or affirm) that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington, and that I will faithfully and impartially perform and discharge the duties of the office of the **City of Lynnwood, City Council Position 5** for a **2-year Unexpired Term** according to law to the best of my ability.

Robert Leutwyler

Subscribed and sworn to before me this 8th day of December, 2025.

Signature: _____

NAME

Official Title: TITLE

CITY COUNCIL 8.E
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Oath of Office - Mayor Elect George Hurst

DEPARTMENT CONTACT: Luke Lonie, Executive Office

SUMMARY:

Oath of Office for Mayor Elect George Hurst from 2026-2029

ESTIMATED TIME:

5

DEPARTMENT ATTACHMENTS

Description:

[2026 Oath of Office George Hurst.pdf](#)



OATH OF OFFICE

I, **George Hurst**, do solemnly swear (or affirm) that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington, and that I will faithfully and impartially perform and discharge the duties of the office of the **City of Lynnwood Mayor** for a **4-year term** according to law to the best of my ability.

George Hurst

Subscribed and sworn to before me this 8th day of December, 2025.

Signature: _____
NAME

Official Title: TITLE

CITY COUNCIL 11.A
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Minutes Approval

DEPARTMENT CONTACT: Luke Lonie, Executive Office

PRESENTER:

Luke Lonie, City Clerk

ESTIMATED TIME:

5

SUGGESTED ACTION:

Approve the minutes of the November 10, 2025, City Council Business Meeting, the November 17, 2025, City Council Work Session, the November 19, 2025, Finance Committee Meeting, the November 19, 2025, City Council Work Session, the November 24, 2025, City Council Business Meeting, and the December 1, 2025, City Council Work Session.

DEPARTMENT ATTACHMENTS

Description:

[11.10.25 BM Minutes Draft.pdf](#)

[11-17-25 WS Draft Minutes.pdf](#)

[11.19.25 Minutes_Draft.pdf](#)

[11-19-25 WS Minutes Draft.pdf](#)

[11.24.25 BM Minutes Draft.pdf](#)

[12-1-25 WS Minutes Draft.pdf](#)



**CITY OF LYNNWOOD
CITY COUNCIL BUSINESS MEETING MINUTES
November 10, 2025**

1. CALL TO ORDER

The meeting was called to order at 6:01 pm

2. FLAG SALUTE

3. LAND ACKNOWLEDGEMENT

4. ROLL CALL

Present:

Mayor Christine Frizzell
Council President Nick Coelho
Councilmember Patrick Decker
Councilmember Derica Escamilla
Councilmember George Hurst
Councilmember Robert Leutwyler
Councilmember David Parshall

City Attorney Lisa Marshall

Absent:

Council Vice President Joshua Binda

5. MESSAGES AND PAPERS FROM THE MAYOR

6. WRITTEN COMMUNICATIONS AND PETITIONS

Written communications were provided by 9 community members.

7. PRESENTATIONS AND PROCLAMATIONS

7.A Proclamation: Veterans Day

Councilmember Decker read the proclamation for Veterans Day. The proclamation was received by Pacific Northwest Veteran's Assistance Program Director Jim Armstrong and local veterans.

8. PUBLIC COMMENTS AND COMMUNICATIONS

Public Comment was given by 8 community members.

9. COUNCIL COMMENTS AND ANNOUNCEMENTS

10. PUBLIC HEARING

10.A Public Hearing: Mid-biennial Budget Review

Finance Director Michelle Meyer briefed the council on the proposed mid-biennial budget modifications.

3 community members provided public input.

10.B Public Hearing: 2026 Property Tax Levy

Finance Director Michelle Meyer briefed the council on the 2026 Property Tax Levy.

3 community members provided public input.

Written communication was provided by 1 community member.

The council took a 7 minute break at 7:59 pm

10.C Public Hearing: 2025 Comprehensive Plan Amendment List

Community Planning Manager Karl Almgren and Senior Planner Catherine Kato briefed the council on the 2025 Comprehensive Plan Amendment Proposed Amendment List (PAL).

3 community members provided public input.

10.D Public Hearing: Capital Facilities Plan (CFP) and 6 Year Transportation Improvement Plan (TIP) Ordinances

City Engineer David Mach and Civil Engineer Dylan Majewski briefed the council on the Capital Facilities Plan (CFP) and 6 Year Transportation Improvement Plan (TIP) Ordinances.

3 community members provided input.

11. APPROVAL OF MINUTES

Moved by Councilmember Hurst to approve the minutes of the October 27, 2025 City Council Business Meeting and the November 3, 2025 City Council Work Session. The motion passed unanimously.

12. UNANIMOUS CONSENT AGENDA

The following items were approved by Unanimous Consent:

12.A Voucher Approval

Approve claims in the amount of \$4,164,122.62 for the period of 10/20/25 through 11/02/25.

Approve payroll in the amount of \$1,951,292.97 dated 10/31/25.

13. BUSINESS ITEMS AND OTHER MATTERS

13.A Interview and Appointment: History and Heritage Board Applicant Linda Finkle

Parks and Recreation Coordinator Fred Wong introduced History and Heritage Board position 3 applicant Linda Finkle.

Moved by Councilmember Hurst to appoint Linda Finkle to History and Heritage Board position 3 for a term ending December 31st 2027. The motion passed unanimously.

13.B Ordinance: 2025 Miscellaneous Code Update

Community Planning Manager Karl Almgren briefed the council on the proposed ordinance which provides clarifying revisions to the UDC to improve implementation of development regulations.

Moved by Councilmember Decker to adopt ordinance 3492 an ordinance of the City of Lynnwood, Washington adopting miscellaneous amendments to the Lynnwood Municipal Code including chapter 8.30 subareas and zoning districts, chapter 8.40 development standards, chapter 8.90 administration and permit processes, and chapter 8.99 definitions providing for severability, establishing an effective date and providing for summary publication.

Voting For: Nick Coelho, David Parshall, George Hurst, Derica Escamilla
Patrick Decker, Robert Leutwyler

Voting Against: None

Motion Passed: 6-0

Moved by Council President Coelho to extend the meeting to the end of the agenda. The motion passed unanimously.

13.C 2026 Legislative Priorities and Policy Statements

Moved by Council President Coelho to adopt the 2026 Legislative Priorities and Policy Statements Document. The motion passed unanimously.

13.D Lynnwood Farmers Market Deposit Contract

Moved by Council President Coelho to authorize direct the Mayor to sign a currently non-existing agreement with Sound Transit outlining the terms and conditions for issuing a \$5,000 deposit related to the proposed Lynnwood Farmers Market at City Center Station.

Moved by Councilmember Parshall to amend the motion to add the word “refundable” between the \$5,000 and the word “deposit”.

Motion Passed.

The amended motion passed unanimously.

14. NEW BUSINESS

Moved by Council President Coelho to recommend pause of the City’s use of LPR cameras pending additional council conversation to be held no later than the end of the first quarter of 2026.

(Note – Lynnwood Police Chief had paused the camera usage per his email to council on November 3).

The motion passed unanimously.

Moved by Councilmember Escamilla to recommend the cancelling of the ALPR camera contract effective immediately.

Voting For: Deric Escamilla

Voting Against: Nick Coelho, Patrick Decker, George Hurst, Robert Leutwyler, David Parshall

Motion Failed: 1-5

ADJOURNMENT

The meeting was adjourned at 9:25 pm



**CITY OF LYNNWOOD
CITY COUNCIL WORK SESSION MINUTES
November 17, 2025**

1. CALL TO ORDER

The meeting was called to order at 6:00 pm.

2. ROLL CALL

Present

Mayor Christine Frizzell
Council President Nick Coelho
Council Vice President Joshua Binda
Councilmember Patrick Decker
Councilmember Derica Escamilla
Councilmember George Hurst
Councilmember Robert Leutwyler

Absent

Councilmember David Parshall

3. MAYOR COMMENTS

4. COUNCIL COMMENTS

5. COMMENTS AND QUESTIONS ON MEMO ITEMS

6. WORK SESSION ITEMS

6.A Ordinance: Mid-biennial Budget Amendments

Michelle Meyer, Finance Director, provided a brief review of the mid-biennial budget amendments presented to Council at the November 3, 2025 Work Session and at the Public Hearing on the November 10, 2025 Public Hearing.

6.B Ordinance: 2026 Property Tax Levy

Michelle Meyer, Finance Director, provided an overview of the proposed 2026 City of Lynnwood property tax levy.

- 6.C Follow-Up Information: 2025-2026 Budget
Michelle Meyer, Finance Director, and Jared Bond, Public Works Director, provided a review of the potential changes to the 2025-2026 budget, including property tax increases, utility tax increases, business license fee increases, development services charge increases, and Recreation Center fee increases. Directors Meyer and Bond answered questions that had come up regarding the budget.

Council took a break from 7:38 – 7:45 pm.

- 6.D Discussion of LMC Title 6 Concerning Dangerous Animal Ordinance
Police Chief Cole Langdon and Commander Justin Gann presented potential changes to the Lynnwood Municipal Code concerning dangerous animals and dangerous animal designations.

Moved by Nick Coelho to extend the meeting to the end of the agenda.

Motion Passed.

- 6.E LMC Updates for Title 13
Michelle Meyer, Finance Director, presented proposed changes to LMC Title 13 – Utility Billing.

7. NEW BUSINESS

ADJOURN

The meeting was adjourned at 9:32 pm.



City of Lynnwood
Finance Committee – Regular Finance Committee Meeting Minutes
November 19, 2025

1. Call to Order

2. Roll Call

Present at the meeting were: George Hurst-Chairperson, Nick Coelho-Council President, Patrick Decker-Councilmember, Julie Moore-Assistant City Administrator, Michelle Meyer-Finance Director and Estee Milburn-Council Executive Assistant.

3. Financial Reports

3.A. Sales Tax Report

Director Meyer shared the October sales tax report. Revenues from January through August sales remained below budget, reflecting ongoing declines and resulting in a year-to-date shortfall. Note there is a two-month delay on reporting. Also to note, the spike in the *Manufacturing & Wholesale Trade* is from a one-time payment from one vendor.

4. Discussion Item

4.A. Follow-Up Information: 2025-2026 Budget

Staff included responses to the four out of nine budget questions from Council that were addressed during the November 17, 2025, City Council Meeting.

Director Meyer provided clarification on the updated health insurance cost estimate; projected at roughly double the amount already budgeted; a projected 4% cost increase for premiums was included, but actual rates will be over 8%. The budgeted amounts were based on a snapshot of staffing at the time so there will be differences stemming from changes in staffing and vacant positions listed as single-coverage rates.

4.B. Opioid Funding Request: Lynnwood Municipal Court

Director Meyer presented the proposal to purchase drug-testing kits at a cost of \$10,000 per quarter, which would be incorporated into the mid-biennium budget adjustment. The cost includes 300 testing kits and meets all MOU requirements. This purchase supports individuals on probation and includes the analyzer's one-time cost.

5. Adjourn

The meeting was adjourned at 4:02 pm.



**CITY OF LYNNWOOD
CITY COUNCIL WORK SESSION MINUTES
November 19, 2025**

1. CALL TO ORDER

The meeting was called to order at 6:00 pm.

2. ROLL CALL

Present

Mayor Christine Frizzell
Council President Nick Coelho
Councilmember Patrick Decker
Councilmember Derica Escamilla
Councilmember George Hurst
Councilmember Robert Leutwyler

Absent

Council Vice President Joshua Binda
Councilmember David Parshall

3. MAYOR COMMENTS

4. COUNCIL COMMENTS

5. COMMENTS AND QUESTIONS ON MEMO ITEMS

6. WORK SESSION ITEMS

6.A Council Presentation and Discussion: General Facility Charges for Sewer and Water Utility

Jared Bond, Public Works Director, and Brooke Tacia, FCS Group Project Manager, provided information and background on charges for sewer and water utilities.

Council moved item 6.C ahead of item 6.B.

6.C Briefing: Permit Services Status & Business License Review Fee Update and Head Tax

Ben Wolters, Development & Business Services Director; Robert Mathias, Development & Business Services Deputy Director & Building Inspector; Linda Montano, Development & Business Services Manager; and Karl Almgren, Community Planning Manager briefed Council on the status of permit services, business license review fee updates, and the potential for an increase to the head tax.

Council took a break from 7:43 – 7:50

6.B Discussion: Fund 146 Affordable Housing

Ben Wolters, Development & Business Services Director, and Karl Almgren, Community Planning Manager, facilitated a discussion on fund 146, including affordable housing and other potential spending options.

6.D Council Liaison Reports

Councilmembers reported out on the current workings of the Board and Commissions to which they are each liaisons.

7. NEW BUSINESS

Robert Leutwyler moved to extend the meeting until the end of the agenda.

Motion Passed.

Councilmember Leutwyler discussed the steps required to take in order to increase sales tax.

ADJOURN

The meeting was adjourned at 9:02 pm.



**CITY OF LYNNWOOD
CITY COUNCIL BUSINESS MEETING MINUTES
November 24, 2025**

1. CALL TO ORDER

The meeting was called to order at 6:01 pm

2. FLAG SALUTE

3. LAND ACKNOWLEDGEMENT

4. ROLL CALL

Present:

Mayor Christine Frizzell
Council President Nick Coelho
Council Vice President Joshua Binda
Councilmember Patrick Decker
Councilmember Derica Escamilla
Councilmember George Hurst
Councilmember Robert Leutwyler
Councilmember David Parshall

City Attorney Lisa Marshall

Councilmember Derica Escamilla arrived at 6:06 pm.

5. MESSAGES AND PAPERS FROM THE MAYOR

6. WRITTEN COMMUNICATIONS AND PETITIONS

Written communications were provided by 9 community members.

7. PRESENTATIONS AND PROCLAMATIONS

8. PUBLIC COMMENTS AND COMMUNICATIONS

Public Comment was given by 9 community members.

9. COUNCIL COMMENTS AND ANNOUNCEMENTS
10. UNANIMOUS CONSENT AGENDA

The following items were approved by Unanimous Consent:

10.A Voucher Approval

Approve claims in the amount of \$1,609,896.55 for the period of 11/3/25 through 11/16/25.

Approve payroll in the amount of \$1,686,760.96 dated 11/14/25.

10.B Reappointment of 3 Arts Commissioners

Reappoint Karena "Katie" Zeitler (Position 3), Robert Gutcheck (Position 4), and Rhiannon Kruse (Position 5) to the Arts Commission for a new term expiring December 31, 2028.

10.C Reappointment of Three Parks and Recreation Board Members

Reappoint Board Members Katie McKeown (Position 3), Thomas Krause (Position 4), and David Barber (Position 5) to the Parks and Recreation Board for a new term expiring December 31, 2028.

10.D Interlocal Agreement: Snohomish Regional Drug Task Force Cooperation

Authorize the Mayor to sign the 2026-2027 Interlocal Agreement for the Snohomish Regional Drug Task Force Cooperation.

10.E Reappoint Tourism Advisory Committee / Lodging Tax Advisory Committee Members

Reappoint Chip Peterson (Position 2), Janet Pope (Position 4), Frank Percival (Position 5), Anthony Angel (Position 6), Jerry Irwin (Position 7), and Brian Pouch (Position 8) for a one year term on the Tourism Advisory Committee/Lodging Tax Advisory Committee that will expire on December 31, 2026.

10.F Reappointment of Diversity, Equity, and Inclusion Commissioner Rebecca Thornton

Reappointment Rebecca Thornton position 4 to the Diversity, Equity and Inclusion Commission for a new term expiring December 31, 2028.

10.G Reappointment: Board of Ethics

Reappoint Ty Tufono-Chausse to the Board of Ethics position #2 and reappoint Steve Steward to the Board of Ethics position #4 for 3 year terms expiring December 31, 2028.

10.H Contract: WWTP Major Upgrades Design

Authorize the Mayor to enter into and execute on behalf of the City, a contract with Hazen and Sawyer for WWTP Major Upgrades design services, in an amount not to exceed a total contract value of \$6,182,007.27 with an additional 10% management reserve of \$100,000.00 for a total amount not to exceed of \$6,282,007.27.

10.I Contract: 48th Ave W Sewer Improvement Project

Authorize the Mayor to enter into and execute, on behalf of the City, a contract with Gray & Osborne, Inc. for engineering design services for the 48th Ave W Sewer Improvement Project, in an amount not to exceed a total contract value of \$438,240.

10.J Bid Award: 40th Ave Tank Repairs

Authorize the Mayor to enter into and execute on behalf of the City, a contract with T Bailey, LLC of Anacortes, WA for construction services related to repair work at Lynnwood's 40th Ave. water tanks facility in an amount not to exceed \$132,913.00 with an additional \$13,300.00 contingency for a total amount of \$146,213.00 (not including tax).

11. BUSINESS ITEMS AND OTHER MATTERS

11.A Ordinance: 2025 Comprehensive Plan Amendment List

Moved by Councilmember Hurst to adopt Ordinance 3493 an ordinance of the City of Lynnwood, Washington amending the City of Lynnwood comprehensive plan providing for severability, establishing an effective date and providing for summary publication.

Voting For: David Parshall, Derica Escamilla, Nick Coelho, Joshua Binda, Patrick Decker, Robert Leutwyler, George Hurst

Voting Against: None

Motion Passed: 7-0

11.B Ordinance: Six-Year Transportation Improvement Program (TIP) 2027-2032

Moved by Councilmember Decker to adopt Ordinance 3494 adopting a six-year Transportation Improvement Plan (TIP) 2027-2032 for the City of Lynnwood to be filed with the Washington State Secretary of Transportation providing for severability, an effective date and for summary publication.

Voting For: Joshua Binda, Patrick Decker, Derica Escamilla, Robert Leutwyler, David Parshall, Nick Coelho, George Hurst

Voting Against: None

Motion Passed: 7-0

11.C Ordinance: Six-Year Capital Facilities Plan (CFP) 2027-2032

Moved by Councilmember Escamilla to adopt Ordinance 3495 adopting the Capital Facilities Plan for the City of Lynnwood for the period 2027 through 2032 and providing for an effective date, severability and summary publication.

Voting For: Patrick Decker, Derica Escamilla, Joshua Binda, George Hurst, Nick Coelho, Robert Leutwyler, David Parshall

Voting Against: None

Motion Passed: 7-0

11.D Ordinance: Mid-biennial Budget Amendments

Finance Director Michelle Meyer briefed the Council on the proposed Mid-biennial Budget Amendments.

Moved by Council President Coelho to adopt Ordinance 3496 an ordinance of the City of Lynnwood, Washington adopting mid-biennial modifications to the 2025-2026 budget providing for transmittal of the modified budget to the state providing for severability, establishing an effective date and providing for summary publication.

Voting For: George Hurst, Patrick Decker, David Parshall, Derica Escamilla, Robert Leutwyler, Joshua Binda, Nick Coelho

Voting Against: None

Motion Passed: 7-0

11.E Ordinance: 2026 Property Tax Levy

Finance Director Michelle Meyer briefed the Council on the 2026 Property Tax Levy Adoption.

Moved by George Hurst to adopt Ordinance 3497 an ordinance of the City Council of the City of Lynnwood, Washington relating to Ad Valorem tax levy for the fiscal year commencing January 1, 2026 setting an estimated regular property tax levy of \$8.9 million dollars providing for certification and transmittal to Snohomish County providing for severability, establishing an effective date and providing for summary publication.

Moved by Councilmember Binda to amend the motion to change the amount of the property tax levy to \$11,052,518.

Voting For: Nick Coelho, Joshua Binda

Voting Against: David Parshall, Robert Leutwyler, Patrick Decker, George Hurst, Derica Escamilla

Amended Motion Failed: 2-5

Voting For: Robert Leutwyler, Derica Escamilla, Patrick Decker, George Hurst

Voting Against: Nick Coelho, Joshua Binda, David Parshall

Main Motion Passed: 4-3

The council took a 10-minute break at 8:30 pm

11.F Ordinance: General Facility Charge for Water Utility

Public Works Director Jared Bond briefed the Council on the proposed ordinance for the General Facility Charge for Water Utility.

Moved by Councilmember Decker to adopt Ordinance 3498 an ordinance of the City Council of the City of Lynnwood, Washington adding Chapter 13.51 to the Lynnwood Municipal Code related to establishing water connection charges providing for severability, establishing an effective date and providing for summary publication.

Voting For: Patrick Decker, Nick Coelho, Robert Leutwyler, David Parshall, Joshua Binda

Voting Against: George Hurst, Derica Escamilla

Motion Passed: 5-2

Moved by Council President Coelho to extend the meeting to the end of the agenda. The motion passed unanimously.

Moved by Councilmember Hurst to table the motion to adopt Ordinance 3498.

Voting For: Derica Escamilla, David Parshall, George Hurst

Voting Against: Joshua Binda, Patrick Decker, Nick Coelho, Robert Leutwyler

Motion Failed: 3-4

11.G Ordinance: General Facility Charges for Sewer Utility

Moved by Councilmember Leutwyler to adopt Ordinance 3499 an ordinance of the City Council of the City of Lynnwood, Washington amending section 14.51.050(E) of the Lynnwood Municipal Code related to sewer connection charges providing for severability establishing an effective date and providing for summary publication.

Moved by Councilmember Hurst to amend the motion to have the charge be phased in equal amounts over a 4 year period.

Voting For: George Hurst, Derica Escamilla, David Parshall

Voting Against: Patrick Decker, Robert Leutwyler, Joshua Binda, Nick Coelho

Amended Motion Failed: 3-4

Voting For: Nick Coelho, Patrick Decker, David Parshall, Joshua Binda, Robert Leutwyler

Voting Against: George Hurst, Derica Escamilla

Main Motion Passed: 5-2

11.H Ordinance: LMC Updates for Title 13

Finance Director Michelle Meyer and Public Works Director Jared Bond briefed the council on the proposed LMC updates for Title 13.

Moved by Councilmember Decker to adopt Ordinance 3500 an ordinance of the City Council of the City of Lynnwood, Washington amending sections of LMC Title 13 related to operation of the waterworks utility providing for severability, establishing an effective date and providing for summary publication.

Voting For: George Hurst, Joshua Binda, David Parshall, Nick Coelho, Robert Leutwyler, Patrick Decker, Derica Escamilla

Voting Against: None

Motion Passed: 7-0

11.I Ordinance: LMC Section 3.41.030(E) Update for Utility Tax

Finance Director Michelle Meyer briefed the Council on the proposed ordinance to update the LMC for certain utility taxes.

Moved by Councilmember Leutwyler to adopt Ordinance 3501 an ordinance of the City Council of the City of Lynnwood, Washington amending sections 3.41.030(E), 3.41.130(H) and 3.41.130(I) of the Lynnwood Municipal Code to update the rate for certain taxes and providing for severability, establishing an effective date and providing for summary publication.

Moved by Councilmember Escamilla to amend section 3.41.030(E) to replace "10%" with "8%" and section 3.41.030 (H) to replace "10%" with "8%" and section 3.41.040(I) to replace "10%" with "8%".

Voting For: Derica Escamilla, George Hurst, Joshua Binda

Voting Against: Nick Coelho, David Parshall, Patrick Decker, Robert Leutwyler

Amended Motion Failed: 3-4

Voting For: David Parshall, Robert Leutwyler, Joshua Binda, Nick Coelho

Voting Against: George Hurst, Patrick Decker, Derica Escamilla

Main Motion Passed: 4-3

12. NEW BUSINESS

Moved by Councilmember Binda to add an item to the December 8th agenda to discuss potentially eliminating the contract for the flock cameras.

Voting For: Derica Escamilla, Joshua Binda
Voting Against: Patrick Decker, George Hurst, Robert Leutwyler, Nick Coelho,
David Parshall

Motion Failed: 2-5

13. CLOSED SESSION

13.A Closed Session- AFSCME Bargaining Update Pursuant to RCW
42.30.140

The council moved into the closed session at 10:06 pm.

Per Mayor Frizzell item 14 was removed from the agenda.

ADJOURNMENT

The meeting was adjourned from the closed session at 10:20 pm



**CITY OF LYNNWOOD
CITY COUNCIL WORK SESSION MINUTES
December 1, 2025**

1. CALL TO ORDER

The meeting was called to order at 6:00 pm.

2. ROLL CALL

Present

Mayor Christine Frizzell
Council President Nick Coelho
Council Vice President Joshua Binda
Councilmember Patrick Decker
Councilmember Derica Escamilla
Councilmember George Hurst
Councilmember Robert Leutwyler
Councilmember David Parshall

Notes

Councilmember Leutwyler appeared remotely via Zoom.

3. MAYOR COMMENTS

4. COUNCIL COMMENTS

5. COMMENTS AND QUESTIONS ON MEMO ITEMS

6. WORK SESSION ITEMS

6.A Proposed 2026 Salary Schedule Ordinance for presentation and Council discussion/questions

Annie Vandenkooy, Human Resources Director, presented to Council on the definition of and need for a Cost of Living Adjustment (COLA) as provided in the draft Salary Schedule for 2026.

- 6.B Ordinance: LMC Update for Public Safety Sales Tax
Council led a discussion on the potential for updating the Lynnwood Municipal Code to incorporate a public safety sales tax.
- 6.C Discussion: Animal Chapters Ordinance Review
Council discussed the potential changes to the Lynnwood Municipal Code regarding the dangerous animal code.

Council took a break from 7:17 – 7:23.
- 6.D Discussion: Council Outreach Strategies
Councilmember discussed outreach strategies and their priorities related to the strategies.
- 6.E Discussion: Council Liaison Responsibilities
Councilmember Decker suggested that item 6.E be moved to the first meeting of the year in 2026 to maximize the benefit of the discussion.
Council declined the suggestion and discussed the item.

7. NEW BUSINESS

ADJOURN

The meeting was adjourned at 8:09 pm.

CITY COUNCIL 12.A
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Voucher Approval

DEPARTMENT CONTACT: Michelle Meyer, Finance

SUMMARY:

Voucher Approval

PRESENTER:

Michelle Meyer, Finance Director

ESTIMATED TIME:

0

SUGGESTED ACTION:

Approve claims in the amount of \$3,408,774.75 for the period of 11/17/25 through 11/30/25.
Approve payroll in the amount of \$1,738,353.50 dated 11/26/25.

DEPARTMENT ATTACHMENTS

Description:

CITY COUNCIL 12.B
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: 3551 - Prosecuting Attorney - Contract Increase

DEPARTMENT CONTACT: Brady Schach, Executive Office

SUMMARY:

ZSK and the Executive Department are requesting additional contract funds to support an additional attorney necessary to manage the City's caseload.

PRESENTER:

Julie Moore, Assistant City Administrator

ESTIMATED TIME:

0

BACKGROUND:

Council was presented with the initial request at the 12/1/2025 Council Meeting.

SUGGESTED ACTION:

Approve the request to increase the monthly contract rate to \$67,468.00 in order to retain prosecuting attorney services.

PREVIOUS COUNCIL ACTIONS:

Council was presented with the initial request to increase the contract amount in order to fund an additional attorney.

FUNDING:

Increase the monthly cost of contract #3551 by \$16,848.00 to support the services of an additional attorney.

VISIONS AND PRIORITIES ALIGNMENT:

The requested services help the City to remain a safe and equitable place for all.

DEPARTMENT ATTACHMENTS

Description:

[#3551 Prosecuting Attorney Rate Increase Amendment 2 - Procurement Report.pdf](#)

PROCUREMENT REPORT
#3551 – Prosecuting Attorney Services Rate Increase
Contract Change Order #2

<p>Type of Contract: Services Contract</p>
<p>Term of Contract: Estimated date of completion by April 1, 2029.</p>
<p>Background/Purpose of Contract: The City published the Request for Qualifications for Prosecuting Attorney Services on November 18, 2022. The contract was awarded and fully executed by both parties on 4/27/2023. The City is requesting additional contract funds to support the services of another attorney in order to address the City's increasing caseload.</p>
<p>Cost (includes sales tax if applicable): Increase retainer fee from \$50,620.00 to \$67,468.00 per month, effective January 1, 2026.</p>
<p>Advanced Planning: The Executive Department has worked closely with ZSK to establish the new monthly retainer fee, which accounts for the services of an additional attorney necessary to manager the City's caseload.</p>
<p>Method of Procurement: Request for Qualifications</p>
<p>Solicitation: The City published a Request for Qualifications, <i>RFQ #3551 – Prosecuting Attorney Services</i>, on November 18, 2022, with a questions due date of December 2, 2022, and response due date of, December 15, 2022. The initial contract term is for three (3) years and may be renewed for one (1) additional three (3) year term.</p> <p>The RFQ was posted on the City's ProcureNow website as well as the Office of Minority and Women-Owned Business Enterprise's website and advertised in two local papers: the Daily Journal of Commerce and the Everett Herald.</p> <p>The solicitation was sent directly to 12 vendors and received 113 views, 4 downloads, 2 applicants and one submission by Zachor, Stock and Krepps. No questions were received, and no addendums were issued.</p>
<p>Recommended Action: Approve the request to increase the monthly contract rate to \$67,468.00 in order to retain prosecuting attorney services.</p>
<p>Procurement Officer: Brady Schach, Buyer</p> <p>Date: 11/21/2025</p>

Attorneys At Law:

James M. Zachor
Yelena I. Stock
Chad W. Krepps
Jeffrey D. Leeper
Dane Z. French
Corey A. Rogers
Rebecca N. Shumar
Francis N. Ventura
Cody R. Dethlefs
Agnes M. Bresee

Case Coordinator:

Jordan Lockett

Legal Assistants:

Erin Ortega
Paije Maas

**Zachor, Stock & Krepps, Inc., P.S.
Prosecuting Attorneys**

**19401 40TH AVE W, STE 205
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City of Arlington
City of Burlington
City of Lake Stevens
City of Lynnwood
City of Mill Creek
City of Monroe
City of Mountlake Terrace
City of Mukilteo
City of Oak Harbor
City of Sedro-Woolley
City of Sultan
Town of Woodway

November 10, 2025

To: Julie Moore, MSML
Assistant City Administrator
19100 44th Ave W, Lynnwood, WA 98036

Re: Prosecuting Attorney Services

The parties entered the above reference professional services contract, agreeing to a three-year term, with an option to renew for an additional three-year term. The initial term runs January 1, 2023, through December 31, 2025. The contract currently calls for a monthly rate of \$50,620.

At a Council Work Session on November 3, 2025, my office attended and presented information supporting a requested increase in the monthly rate to \$67,468. The requested rate increase is brought about by, amongst many things, a growing caseload, case complexity and expanded courtroom operations which require the hiring of additional staff.

Further, it is our desire that the parties mutually agree to exercise the three-year extension at the requested monthly rate of \$67,468 to begin January 1, 2026, and run through December 31, 2028.

Sincerely,



Chad W. Krepps
Zachor, Stock & Krepps, Inc. P.S.
Prosecuting Attorney for the City of Lynnwood.

CITY COUNCIL 12.C

**CITY OF LYNNWOOD
CITY COUNCIL**

TITLE: Reappoint Lodging Tax Advisory Committee Member Leilani Wainui Kamala

DEPARTMENT CONTACT: Ryan Bush, Development and Business Services

SUMMARY:

Leilani Wainui Kamala has requested to be reappointed to LTAC for a one-year term that runs from January 1 to December 31, 2026.

PRESENTER:

Ryan Bush, Tourism Project Manager

ESTIMATED TIME:

0

BACKGROUND:

The term for LTAC members will expire on December 31, 2025, and Leilani Wainui Kamala has requested to renew her position (Position 3) for a one additional term. Leilani is a valued member of the committee, and she provides vital hotel insights to the committee. Reappointment of Leilani has been reviewed and supported by the Mayor. Leilani attended 75% of meetings during the 2025 term. The reappointment would be good for a one-year term that expires on December 31, 2026.

SUGGESTED ACTION:

Reappoint Leilani Wainui Kamala (Position 3) for a one-year term on the Lodging Tax Advisory Committee (LTAC) that will expire on December 31, 2026.

DEPARTMENT ATTACHMENTS

Description:

[2025 TAC Attendance Record_Leilani.pdf](#)

TAC/LTAC 2025 Attendance Record

Position	Member	2/13/2025	4/10/2025	8/14/2025	10/14/2025
3	Leilani Wainui Kamala	X	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

CITY COUNCIL 12.D

**CITY OF LYNNWOOD
CITY COUNCIL**

TITLE: Council Ratification of successor AFSCME Collective Bargaining Agreement.

DEPARTMENT CONTACT: Annie Vandenkooy, Human Resources

SUMMARY:

Requesting City Council ratification of the AFSCME Collective Bargaining Agreement, and authorizing the Mayor to sign the Contract.

PRESENTER:

Annie Vandenkooy, Director of Human Resources

ESTIMATED TIME:

0

BACKGROUND:

The City has bargained with the AFSCME union in good-faith, reaching a tentative agreement under the parameters authorized by City Council. The AFSCME membership has approved the contract, and City management is moving it forward for ratification by Council.

SUGGESTED ACTION:

Council Ratification of AFSCME Collective Bargaining Agreement, and authorizing the Mayor to sign the CBA.

PREVIOUS COUNCIL ACTIONS:

Ratification of 2023-2025 AFSCME Collective Bargaining Agreement 9/26/2022.

VISIONS AND PRIORITIES ALIGNMENT:

Priority 3. Nurture operational and organizational excellence. Priority 3. Nurture operational and organizational excellence. Priority 6. Pursue and maintain collaborative relationships and partnerships.

DEPARTMENT ATTACHMENTS

Description:

[FOR COUNCIL PACKET AFSCME 2026-2028_PASSED_BW.docx](#)

AGREEMENT

by and between

CITY OF LYNNWOOD

and

LOCAL 3035, COUNCIL 2

**WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES
AFSCME/AFL-CIO**

CLERICAL/TECHNICAL/PROFESSIONAL

January 1, 2026 – December 31, 2028

Table of Contents

ARTICLE 1.....	4
PREAMBLE	
ARTICLE 2.....	4
DEFINITIONS	
ARTICLE 3.....	5
RECOGNITION	
ARTICLE 4.....	6
MANAGEMENT RIGHTS	
ARTICLE 5.....	7
UNION SECURITY, REPRESENTATION AND BUSINESS	
ARTICLE 6.....	11
NO STRIKE OR LOCKOUT	
ARTICLE 7.....	12
HOLIDAYS	
ARTICLE 8.....	14
VACATION LEAVE	
ARTICLE 9.....	15
SICK LEAVE, FITNESS FOR DUTY AND DISABILITY INSURANCE	
ARTICLE 10.....	19
OTHER LEAVES	
ARTICLE 11.....	22
HEALTH & WELFARE	
ARTICLE 12.....	25
WORKERS COMPENSATION	
ARTICLE 13.....	26
WORK SCHEDULES	
ARTICLE 14.....	28
COMPENSATION	
ARTICLE 15.....	31
CLASSIFICATION AND PAY RANGE	
ARTICLE 16.....	35
PENSIONS	
ARTICLE 17.....	36
DISCIPLINARY ACTION	
ARTICLE 18.....	37
SETTLEMENT OF DISPUTES	
ARTICLE 19.....	40
WORKLOAD AND STANDARDS AND PERFORMANCE EVALUATION	
ARTICLE 20.....	40
SENIORITY	
ARTICLE 21.....	42
LAYOFF AND RECALL	
ARTICLE 22.....	46
VACANCY	

ARTICLE 23.....	47
PERSONNEL RULES AND RECORDS	
ARTICLE 24.....	48
GENERAL PROVISIONS	
ARTICLE 25.....	50
SAVINGS CLAUSE AND FUNDING	
ARTICLE 26.....	50
TERM OF AGREEMENT	
APPENDIX "A"	51
WAGE RATE TABLE	
APPENDIX "B"	52
CLASSIFICATIONS	
APPENDIX "C"	54
DRUG AND ALCOHOL TESTING POLICY	
APPENDIX "D"	60
EMPLOYEE DEVELOPMENT, TRAINING AND EDUCATION	
APPENDIX E.....	64
COMMUTE TRIP REDUCTION SUBSIDY	
APPENDIX "F"	65
WAIVER OF DUAL COVERAGE	
APPENDIX "G"	67
POSITION SALARY REVIEW PROCESS AND SALARY DATA FORM	

ARTICLE 1 PREAMBLE

This agreement is entered into by the City of Lynnwood, Washington, hereinafter referred to as 'Employer' and Local 3035 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the 'Union'.

This Agreement has been reached through a process of collective bargaining with the objective of fostering effective cooperation between the City and its employees. Therefore, this Agreement and the procedures which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

In accordance with the State Supreme Court's General Rule 29 (GR 29), the Presiding Judge of the Lynnwood Municipal Court maintains full control over the working conditions, hiring, discipline and termination of all Court Employees. The Court has reviewed this agreement and made specific references to those articles it maintains authority over. It is understood that unless referenced otherwise in this agreement, all articles shall apply to Court employees.

ARTICLE 2 DEFINITIONS

- 2.1 The Employer and the Union will share equally in the responsibility of applying the provisions of this agreement, provided that this responsibility shall be limited to those matters under the Union's influence and control.
- 2.2 Definitions:
- A. Temporary/Seasonal/Casual
An employee who works for a fixed period not to exceed six (6) consecutive months each calendar year due to seasonal and/or temporary workload needs. Such employees are not covered by this labor agreement and fall under the provisions of the City Personnel Policy.
 - B. Regular Full Time Employee
An employee who has satisfactorily completed the probationary period and who occupies a year-round position regularly scheduled to work a minimum of two thousand eighty (2,080) hours or more per calendar year.
 - C. Regular Part Time Employee
An employee who has satisfactorily completed the probationary period and is assigned to a budgeted position of .5 FTE or greater but less than 1

FTE and is regularly scheduled to work a minimum of 20 hours per week on a year-round basis.

D. Non-Contract Part Time Employee

An employee who occupies any position which is regularly scheduled to work less than one thousand forty (1040) hours or less on an annual basis. Such employees are not covered by this labor agreement.

E. Limited Term Employee

Limited term appointments are made for a defined period of time based on projects or funding that is limited in duration. At the conclusion of the defined period, the Employer may extend the position for an additional period of time. Limited Term employees are considered regular employees and are subject to all provisions of the contract except limited term employees may be terminated at the conclusion of their term and can be bumped during a layoff situation but have no bumping/layoff/recall rights under the Layoff and Recall Article 21. The employer shall provide a list of limited term employees quarterly. Information shall include hire date, classification, and expected duration of assignment. The employer shall notify the union ahead of any limited term employee extensions.

F. Probationary Period: An employee shall be on probation during the first twelve (12) months of employment and/or during the first six (6) months in a promotional position. All regular part-time employees shall serve a twelve (12) month probationary period. A probationary employee is covered by all Articles of this Agreement, but is subject to being terminated without just cause and without any recourse whatsoever during the probationary period.

ARTICLE 3 RECOGNITION

- 3.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, fringe benefits, and working conditions for employees of the City within this bargaining unit. Employees with this bargaining unit are only those employees who are in a position listed in Appendix B – Classifications, of this agreement. This unit shall be referred to as the ‘General Employees Unit’. City employees who are excluded from the bargaining unit are:
- A. Temporary, seasonal, casual;
 - B. Non-contract, part time employees;
 - C. Employees certified to another bargaining unit;
 - D. Supervisory and confidential employees;
 - E. Others as mutually determined by the parties;
 - F. Elected officials and their appointed staff designated as unclassified Service per RCW 41.50.030(2).
- 3.2 The Employer will notify the Union regarding newly created or substantially modified classifications to provide the opportunity to comment on inclusion/exclusion from the unit. If parties cannot resolve the question of

inclusion/exclusion, the matter shall be presented to the Public Employment Relations Commission (PERC) for determination through the unit clarification process.

3.3 Disputes Concerning Compensation (wages only) for New Classifications

If a classification is allocated to the bargaining unit, the parties will engage in negotiations regarding the compensation (wages only) for the classification. If the parties are unable to mutually agree on the compensation (wages only) for the classification, such disputes shall be resolved pursuant to the provisions of Article 15.6, subsection B, paragraphs 1 through 4.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.1 It is understood that the Employer retains its rights to manage personnel and operate its departments except as may be limited by an express provision of this Agreement. The Union agrees that the Employer's core management rights include, but are not limited to, the following matters:
- A. The right to establish verbal and/or written work rules, regulations, policies and procedures, as well as to modify, verbally and in writing, work rules, regulations, policies and procedures. The Employer will notify the affected employees of the changes 10 days prior to the effective date.
 - B. The right to schedule any and all work and overtime work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer;
 - C. The right to hire, fill or not fill vacancies, transfer and promote employees as deemed necessary by the Employer;
 - D. The right to discipline, suspend without pay, demote and terminate an employee for just cause;
 - E. The right to make any and all determinations as to the size and composition of the work force;
 - F. The right to make any and all assignments for employees to work locations and shifts;
 - G. The right to establish qualifications and to design the content of each job description and add new sections;
 - H. The right to establish work and performance standards and to change those standards. Such standards may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees.
 - I. Other duties assigned that are closely related to the job description will nevertheless be performed by the employee when requested by the Employer;
 - J. The right to implement new and/or different work procedures for efficient and productive services to the public. Prior notice will be provided to the affected employees;
 - K. The right to take any and all types of actions as may be determined by management to be necessary in the event of emergencies. The Employer

shall determine whether or not an emergency exists, using the definition of Article 13.2 B.

- L. The right to determine the budget at all times;
 - M. The Employer has the right to introduce any and all new, improved and automated methods and/or equipment to improve efficiency and to reduce costs;
 - N. The Employer has the right to plan, direct, control and determine all operations and services, as well as to close or liquidate an office, branch, operation or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities;
 - O. The right to determine the services to be transacted;
 - P. The right to determine the equipment to be used for any and all services;
 - Q. The right to fix standards of work to be performed;
 - R. The right to lay off employees for lack of work, lack of funds, reorganization and/or change of City services by classification when the Employer determines such action to be necessary.
- 4.2 Nothing in this Agreement shall be interpreted to limit or restrict the Employer's rights, obligations, and methodologies of providing services to the public.
- 4.3 If the Employer seeks to make changes to mandatory subjects of bargaining that are not waived by the management rights in this article or addressed in the labor agreement, the Employer and the Union recognize the mutual duty to bargain.
- 4.4 The provisions of this Article are not subject to the grievance procedure but the parties recognize that matters of disagreement regarding the duty to bargain are covered by RCW 41.56 and both parties have the right to adjudicate the disagreement through the Public Employment Relations Commission.

ARTICLE 5

UNION SECURITY, REPRESENTATION AND BUSINESS

- 5.1 The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours and working conditions of employment for all employees described in the recognition clause.

Orientation: The employer will provide advance notification to the Union Department Representative and Local Union President (or designee) of new hires by means of an electronic new hire offer letter, courtesy copy. In accordance with RCW 41.56.037, a Union official and the newly hired employee shall, at no loss of pay, be granted thirty minutes to provide each new employee a basic overview of Union membership.

- 5.2 The Employer shall remain neutral when communicating with employees described in the current recognition clause about Union membership and direct the employee to discuss union membership with a union staff member.

For current Union members and those who choose to join the Union, the Employer shall deduct once a month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth the authorization for payroll deduction. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

- A. The Employer shall honor the terms and conditions of each employee's Authorization for Payroll Deduction. Whether an employee is a union member or not, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.
- B. Appointment to Exclude Positions: Deductions for the Union dues shall cease beginning with the pay period following an employee's regular appointment to a position which is excluded from the bargaining unit.
- C. List of New and Terminated Employees: The City agrees to furnish the Union:
 - 1. By the 10th of the following month, a listing of bargaining unit employees hired, promoted or terminated during the previous month. Such listing shall contain the names of the employees, along with their job classification, work location and mailing address.
 - 2. By March 1st and September 1st of each year, a listing of bargaining union members, their department/section, classification, base pay, birthday, full time/part time status and number of scheduled hours, City seniority date, classification seniority date and mailing address.
 - 3. By March 1st and September 1st of each year, a listing of all non-represented employees, their classification and department.
- D. Defense and Indemnification of the City: The Union agrees that it will indemnify, defend and hold the City harmless from all suits, actions, proceedings or claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement, including attorneys fees and costs or any combination thereof, arising out of the application of this Article. In the event any decision is rendered by the highest court having jurisdiction that any portion of this Article is invalid and/or that reimbursements must be made to any employees affected, the Union shall be solely responsible for such reimbursements.

5.3 Union Representation

- A. Contract Negotiations
 - 1. The Union's negotiating team shall consist of a chief spokesperson from the Union organization and no more than four (4) employees from the bargaining unit from separate divisions. City employees

participating in such negotiations will be allowed to do so without loss of pay if negotiations are scheduled during said employees regularly scheduled work time. If negotiations go beyond the regularly scheduled work time or if negotiations are scheduled after regularly scheduled work time, then the employees shall be on their own time not paid by the City.

2. Prior to negotiations, representatives of the Employers and the Unions negotiating teams will jointly establish and will follow negotiation ground rules/protocols.

B. Labor Management Committee

1. The parties agree to jointly maintain and support a Labor Management Committee with the aim of promoting communication and understanding between labor and management on issues of mutual concern and discussing possible solutions to mutual problems affecting labor/management relations.
2. The Committee will have six (6) members; three (3) appointed by the City and three (3) appointed by the Union.
3. The committee will meet at the request of either party to discuss issues of mutual concern. The committee members will set the guidelines for the committee's operations.
 - A. Such meetings shall normally occur during normal working hours and the parties agree to schedule such meetings as far as practical to avoid disruptions and interruptions of work. Employees attending such meetings shall do so without loss of pay if such meeting is scheduled during work time but will not receive pay if scheduled during non-working hours.
 - B. Matters to be discussed shall not include matters relating to grievances or other matters pending in any other legal proceedings, inclusive of Unfair Labor Practices (ULP's), administrative law matters and/or court actions.

C. Communication with Bargaining Unit Members

1. Bulletin Boards: The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its postings of notices bulletins to such bulletin boards. All posting of notices and bulletins by the union shall be factual in nature and shall be signed and dated by the individual doing the posting. Such postings shall not address grievances or positions being taken in negotiations, or advocate political positions, promote organizing new units or address matters pending in any legal proceedings.
2. Use of City Computers for E-Mail and Internet Connections Related to Union Business: Use of City computers for e-mail and internet connections is allowed subject to the following:
 - A. When such use is de minimis and incidental, such as arranging a meeting with a fellow shop steward or the Council 2

Representative.

- B. For the purpose of interacting with the City's representatives concerning Union-City business, such as setting dates for City-Union meetings, making inquiries regarding grievances.
 - C. The uses cited in subsections A. and B. above may continue only to the extent that they are not at de minimis cost to the Employer and are contingent on the continued use of City computers, internet connection, intranet connection, etc. for other Employer purposes. The content of any and all communications using the Employer computer system is not privileged and may be subject to Employer review.
- D. Union Business for Mutually Agreed City/Union Joint Functions Shall Be Considered City Paid Time: Such functions shall include negotiations and joint City/Union committees such as Labor Management Committees, duties as a steward as defined in this agreement and any other joint City/union business. City employees participating in such activities will be allowed to do so without loss of pay, as long as such activity occurs during regular scheduled working hours.
- E. Other Union Business: Union representatives may be allowed limited time away from their duty stations during regular hours of work without loss of pay when attending meetings with the Employer or when investigating grievances or complaints provided that this time does not interfere with the productivity and efficiency of services to the public. The Union will endeavor to have a sufficient number of shop stewards or union representatives to minimize any interference with normal activity and efficiency of services to the public. The Union representative shall not leave their assigned work station without approval from their immediate supervisor. Such approval shall not be unreasonably withheld.
- The Union shall advise the Employer, in writing, of the names of the authorized shop stewards or Union representatives for City locations. Any concerns by the Employer about the shop steward and/or union representative spending too much time addressing the above matters shall be referred to the Human Resources Director or designee for discussion and resolution with the Staff Representative of the Union or their designee.
- F. Union Paid Time for Union Activity: A bargaining unit member selected by the Union to participate in a Union activity outside of City business may be granted unpaid leave to attend such activity, subject to advance prior employer approval. All expenses and compensation shall be borne by the Union.
- G. Visits by Union Representatives: Subject to prior approval by the Employer, accredited representatives of the Union shall have reasonable

access to City facilities for purposes of conducting union business. Accredited representatives of the Union shall not disrupt the normal operation of any department. All other Union business not mutually agreed to or not specifically covered in this labor agreement shall be conducted during employee's non-duty hours.

- H. City Property: Subject to prior approval by the Employer, the Employer may allow the Union to meet on City property provided there is no disruption to the work, and subject further to proper advance notice and no scheduling conflict(s).
- I. The Union and City agree that intermittent communication between an elected representative of the Local and a City management representative in the interest of resolving issues at the lowest possible level shall be on paid time.

ARTICLE 6 NO STRIKE OR LOCKOUT

- 6.1 The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge to avoid or eliminate any conduct contrary to this objective. Specifically, the Union and employees shall not cause, condone or participate in any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide or other interference with City functions by employees under this Agreement; and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.
- 6.2 The Employer agrees that it shall not initiate a lockout of bargaining unit employees.

**ARTICLE 7
HOLIDAYS**

7.1 The following holidays shall be recognized as follows:

	DATE TO BE OBSERVED
New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
One Floating Holiday	At Employee's choice with Department Head approval

- A. All regular full-time employees' holiday pay will be paid at eight (8) hours. All regular part-time employees' holiday pay shall be based on their full-time equivalency. Regular part-time employees shall be entitled to leave for the length of their scheduled shift on the observed holiday; provided, however, that the amount of the leave shall not exceed their holiday leave entitlement (for example, a thirty (30) hour per week employee shall have no more than six (6) hours of holiday leave).
- B. During the week of a holiday, the City may permit employees an opportunity for modification of their work schedule in order to receive a normal paycheck. If employees are offered an opportunity for a modified work schedule for the week of a holiday and elect not to change from the normal work schedule, or when work units are not able to permit a modified work schedule due to operational needs, or when the work place is closed on that date, at the employee's option, employees may use vacation time or other earned leave, excluding sick leave, to supplement the holiday pay in order to receive a normal paycheck or receive a short paycheck for the pay period including the holiday.
- C. Employees working other than five (5) eight (8)-hour days will be able to adjust their work schedule to accommodate the eight (8) hour holiday in a manner mutually agreed upon with their department head.

- 7.2 A full-time employee required to work an observed holiday shall be paid at the holiday rate, which is defined as time and one-half of their straight time rate of pay, plus eight (8) hours at their straight time rate of pay. If the employee is required to work both the actual holiday and the observed holiday, the employee will be compensated at the holiday rate for the actual holiday and not for the observed holiday. Regular part-time employees who are required to work an assigned holiday shall take the prorated time off in lieu of the holiday. The time must be taken during the same calendar year or entitlement to the time will be lost.
- 7.3 If a paid holiday falls during an employee's scheduled vacation, the holiday will not be counted as vacation taken. If any holiday, with the exception of the non-cumulative personal holiday, falls on a Saturday, the preceding Friday shall be the observed holiday. If the holiday falls on a Sunday, the following Monday shall be the observed holiday with the exception of December 24th. When December 24th falls on a Sunday, it will be observed on the following Tuesday. When December 24th falls on a Friday, it will be observed on Thursday.
- 7.4 An employee shall be eligible for Floating Holidays upon completion of six (6) months continuous employment. The holiday shall be taken at a time approved by the employee's Supervisor.
- 7.5 Holiday Pay: To be eligible for holiday pay, regular employees must be in paid status both on the employee's scheduled workday before and on the employee's scheduled workday after the observed holiday worked.
- 7.6 Holiday During Leave: When an employee is on an authorized leave with pay when an observed holiday occurs, such holiday shall not be charged against such leave.

**ARTICLE 8
VACATION LEAVE**

8.1 **Vacation Leave:**

- A. **Accrual:** Regular full-time and regular part-time employees accrue paid vacation time depending on their length of service with the City and the number of hours they are allocated to work per week. Beginning from the first day of regular employment, employees shall be eligible to accrue vacation leave in accordance with the accrual rates shown in column two of the "Table of Vacation Accrual Rates" below, and accrual balances shall be shown on the employee's check stub.

- B. **Maximum Vacation Accrual:** Each full-time employee shall be entitled to accumulate and carry over into the following year any unused vacation time earned up to a maximum of the amount of vacation which the employee could have earned over a period of two (2) years. Any accumulated vacation time in excess of the two (2) year period on January 1st shall be forfeited. However, if an employee has vacation time that would exceed the accrual amounts and has been denied the opportunity to use vacation time due to work requirements, the Department Head may allow the use of the excess accumulated time by June 30th.

- C. **Table of Vacation Accrual Rates:**

Vacation Time Accrual	
From Date of Hire	Hours Per Year
Year one (1)	Ninety-six (96)
Year three (3)	One hundred twelve (112) hours
Year five (5)	One hundred twenty-eight (128) hours
Year ten (10)	One hundred fifty-two (152) hours
Year fifteen (15)	One hundred seventy-six (176) hours
Year twenty (20)	Two Hundred (200) hours
Year Twenty-Five (25)	Two hundred sixteen (216) hours

- 8.2 **Charging:** Vacation time may be taken in a minimum of fifteen (15) minute increments.

- 8.3 **Payoff Upon Termination of Employment:** Employees will be compensated at their regular rate of pay for vested vacation leave time earned but not taken prior to the effective date of the termination. In case of an employee's death, unused vested vacation leave shall be paid on the final paycheck at the regular rate of pay and deposited into the employee's bank account on file with the Payroll Department.

- 8.4 Use and Scheduling of Accrued Vacation: Employees are encouraged to schedule their vacations as early as possible for the coming year. Employees will be allowed to take vacation time with prior approval of the Department Director or designee. The Department Director will resolve vacation scheduling disputes, taking seniority into consideration and vacations shall be scheduled at times that do not cause unreasonable interference with operations while taking into account the desires of the employee.
- 8.5 Pro-Rated Employees Vacation: Vacation accrual rates for regular employees who work fewer than forty (40) hours during the week will be pro-rated on an hourly accrual basis for hours compensated during the pay period.

ARTICLE 9

SICK LEAVE, FITNESS FOR DUTY AND DISABILITY INSURANCE

- 9.1 Paid Sick Leave:
- A. Definition and Allowable Use: Sick leave is a leave with pay which may be used by the employee for the following purposes:
1. An employee's physical or mental illness, injury or health condition including medical diagnosis, care and treatment;
 2. Employee preventative care such as medical, dental or vision appointments and/or treatments;
 3. To care for a family member with a physical or mental illness, injury or health condition including medical diagnosis, care and treatment;
 4. For family members preventative care such as medical, dental or vision appointments;
 5. Closure of the employee's place of business or closure of employee's child's school or place of care by order of a public official for health-related reasons;
 6. Employee absences that qualify for leave under the Domestic Violence Leave Act (RCW 49.76) or absences to obtain assistance needed with respect to hate crimes as defined in RCW 9A.36.080.
 7. To prepare for or attend judicial or administrative immigration proceedings involving the employee or the employee's family member.
- B. Definition of Family Member:
1. A child, including biological, adopted or foster child, stepchild, a child's spouse, or a child whom the employee stands in loco parentis, is a legal guardian or is a de facto parent regardless of the age or dependency status;
 2. A parent, including biological, adoptive, in-law, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 3. A spouse or registered domestic partner;
 4. A grandparent;

5. A grandchild;
6. A sibling;
7. "Family member" includes any individual who regularly resides in the employee's home, except it that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual..

9.2 Parental Leave-FMLA: In the event two (2) parents of a child are employed by the City, the amount of leave taken to care for the child by either parent under the Family and Medical Leave Act (FMLA) will not affect the amount of FMLA leave available to the other employee, except that the City may refuse to allow both the employees to be gone at the same time.

9.3 New Parent Leave-Non-FMLA: New parent leave is intended for employees who do not qualify for any other leave that permits them to take a leave of absence when they become a new parent to attend to the needs of their family. Such employees may take up to five working days of vacation, sick leave, or compensatory time, at their choice, to attend to their family when a daughter or son first comes into their care. Unpaid leave is not permitted unless the employee does not have any vacation, sick leave or compensatory time in their paid leave banks.

9.4 Occupationally Related Conditions: Use of sick leave for occupationally related conditions is limited to the provisions of Article 12 – Workers Compensation.

9.5 Accrual: Paid sick leave will accrue at the rate of eight (8) hours per month for each regular, full-time employee of the City. Regular part-time employees will accrue at a pro-rated rate, based on the above formula but in no instance shall the accrual rate be less than one hour of paid sick leave for every 40 hours worked. Sick leave may be accrued on an unlimited basis.

9.6 Reporting of Sick Leave: An employee having reason to use sick leave for other than an immediate illness shall whenever possible inform the person designated by the Department Head for the need for the use of sick leave in advance of the date of usage and as soon as possible after the employee becomes aware of the circumstances justifying the use of sick leave. An employee on sick leave who is unable due to circumstances beyond their control to give the Employer advance notice shall at first opportunity inform their Supervisor or designee of the fact and the reason therefore as soon as possible. The Employer may require medical verification of absence due to any non-FMLA covered illness or injury in compliance with RCW 49.46.210 (1)(G).

9.7 Long Term Disability: Regular full-time bargaining unit employees will be covered by a City-paid group long-term disability insurance policy.

9.8 Sick Leave Cash Out: Upon termination of employment, except if termination is based on disciplinary action, unused sick leave may be converted to pay on the following basis:

- A. Voluntary Termination: Up to a maximum of seven hundred twenty

(720) hours of unused sick leave, an employee will receive one (1) hour of pay for each five (5) hours of sick leave. The maximum payout amount shall be for 144 hours.

- B. Termination by Layoff: Up to a maximum of seven hundred twenty (720) hours of unused sick leave, an employee will receive one (1) hour of pay for each three (3) hours of sick leave. The maximum payout amount shall be for 240 hours.
- C. Retirement Under PERS or in the Event of Death of Current Employee:
 - 1. An employee with less than 1,000 hours of accrued sick leave: the first 192 hours of accrued sick leave shall be paid at 100 percent (every hour of sick leave equals one hour of pay up to 192 hours). For accrued sick leave from 193 hours to 999 hours, the accrued sick leave hours shall be paid on a three to one ratio (three hours of accrued sick leave equals one hour of pay). The maximum pay out amount shall be 368 hours of paid time.
 - 2. An employee with 1,000 or more hours of accrued sick leave: The first 100 hours of accrued sick leave shall be paid at 100 percent (every hour of sick leave equals one hour of pay). For accrued sick leave hours from 101 – 1600, each hour of accrued sick leave shall be paid at 30 percent (for each hour of accrued sick leave, the employee receives 30 percent of one hour of pay). The maximum payout amount shall be equal to 550 hours of paid time
- D. In the case of an employee's death, unused sick leave cash out shall be paid on the final paycheck and deposited into the employee's bank account on file with the Payroll Department.
- E. Termination for Cause: An employee who is terminated for cause will not receive a cash out for accrued sick leave.

Employees who have not yet completed their probationary periods will not be eligible for sick leave pay out.

9.9 Fitness for Duty: The parties recognize that employees have the responsibility to report to work fit for duty.

- A. Before returning to work following a physical and/or mental impairment, the employee may be required to provide to the Employer a complete certification from a medical and/or psychological provider on a City provided form, detailing his or her fitness to perform the specific duties of his or her job or light duty alternative.
- B. Whenever the Employer has just cause to believe that the employee is not fit for duty or may be a danger to themselves or others, the Employer has the right to send employees for medical and/or psychological examination(s) at the City's expense for additional certification of fitness for duty.

9.10 Time Charging for Sick Leave: Sick leave shall be charged in fifteen (15) minute increments and hours used shall be deducted from the employees accumulated

sick leave bank.

9.11 Approval of Leaves: The use of sick leave, vacation leave, floating holiday, compensatory time and leave without pay is subject to approval by Management according to the provisions of this agreement.

9.12 Shared Leave:

- A. A Department Director, with the Human Resources Director and the Mayor's approval, may permit an employee to receive shared leave at no additional cost to the City other than the administrative costs of administering the program under this section if:
 1. The employee:
 - a. has been called to active duty (not including regular summer duty) to serve in the Armed Forces; or
 - b. suffers, or has an immediate family member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to go on leave without pay status or to terminate their employment with the City.
 2. In cases of employee illness, the employee has depleted or will shortly deplete their total of accrued vacation, sick leave, compensatory time, holiday time and/or other paid leave.
 3. Prior to the use of shared leave, the employee has abided by the City's sick leave policy.
 4. In cases of employee illness, the employee has diligently pursued and is found to be ineligible for state industrial insurance benefits.
 5. The use of shared leave will not significantly increase the City's costs, except for those costs which would otherwise be incurred in the administration of this program or which would otherwise be incurred by the employee's Department.
- B. The Department Director, with the concurrence of the Human Resources Director and the Mayor, shall determine the amount of shared leave, if any, which an employee may receive under this section. The employee shall be required to provide appropriate military orders of activation or medical justification and documentation both of the necessity for the leave and the time which the employee can reasonably be expected to be absent due to the condition. An employee shall not receive more than a total of one thousand forty (1,040) hours of shared leave throughout the employee's employment. To the extent possible, shared leave should be used on a consecutive basis.
- C. Employees may request their Department Director to approve the transfer of a specified amount of accrued vacation leave to an employee who is authorized to receive shared leave as provided herein. In order to be eligible to donate vacation leave, an employee must have a total of

more than eighty (80) hours of accrued vacation leave, have taken at least eighty (80) hours of vacation leave within the calendar year, or have a total of accrued and used vacation leave of greater than eighty (80) hours. The Department Director shall not transfer vacation leave in excess of the amount specified in the request. All donations of leave shall be voluntary. The Department Director shall determine that no significant increase in City costs will occur as a result of a donation of leave.

- D. Leave may be transferred from an employee(s) from one Department to an employee of the same or, with the concurrence of both Department Directors, to an employee of another Department.
- E. While an employee is on shared leave, he or she will continue to be classified as a City employee and shall receive the same treatment, in respect to salary and benefits, as the employee would otherwise receive if using vacation leave.
 - 1. All salary benefit payments made to the employee on a shared leave shall be made by the Department employing the person using the shared leave.
 - 2. The employee's salary rate shall not change as a result of being on shared leave, nor under any circumstances shall the total of the employee's salary and other benefits, including but not limited to state industrial insurance or any other benefit received as a result of payments by the City to an insurer, health care provider, or pension system, exceed the total of salary and benefits which the employee would have received had he or she been in a regular pay status.

- 9.13 Washington Paid Family and Medical Leave Program: Eligible employees are covered by Washington's Paid Family and Medical Leave Program RCW 50A). Eligibility for leave and benefits, and applicable premiums for benefits are established by Washington law and is therefore independent of this Agreement. Employees shall pay through payroll deduction the employee premiums associated with family leave and medical leave benefits as determined by law. The Employer shall pay the remaining premium amounts.

ARTICLE 10 OTHER LEAVES

- 10.1 In general, leaves of absence requests under this Article may be approved, provided each instance will be evaluated on its own merits and does not constitute a precedent. Denial of such requests shall not be arbitrary or capricious. All leaves are to be requested in writing as far in advance as possible. As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave except as otherwise provided in this Article. Leave without pay (LWOP) of more than thirty (30) calendar days is subject to both Department Director and Mayor approval.

- 10.2 Jury Duty/Court: Regular full-time and regular part-time employees who are required to be absent from work on a regularly scheduled work day in order to serve as a witness on behalf of the Employer, a juror, or report to juror examinations, will be granted time off with regular pay.
- A. The employee will be required to sign over to the City any jury or witness service earnings received, within the guidelines listed below:
 - 1. Travel and parking allowances will not be considered as part of the juror 's fees or witness' fees.
 - 2. The amount of the juror's fees or witness' fees signed over must not exceed the amount paid by the City for absence.
 - 3. Employees are expected to report the receipt of any juror or witness summons immediately. Any employee who has not given prior notice and received approval forfeits any City compensation.
 - B. Employees will be expected to report to work the balance of those days they are excused or not selected.

10.3 Military Leave:

- A. For those employees serving in the armed forces, military reserves, or the National Guard who are required to be absent from work to fulfill their obligations, paid military leave will be granted to a maximum of twenty-one (21) working days each military year which runs from October 1 through September 30.
- B. Military leave for other than the twenty-one (21) working days period may be granted in accordance with applicable federal and state laws.
- C. The application for leave must be made as early as notification is given and must include an attached copy of the military orders mandating duty.
- D. Conflicts in schedules between the Employer and military weekend or evening drills will be coordinated by the employee, working closely with their supervisor.
- E. The Employer will grant all re-employment rights, to include seniority and longevity as required by law.

10.4 Bereavement:

- A. For the purposes of Bereavement Leave, 'immediate family' shall be defined as the spouse, state-registered domestic partner, children, children of spouse or state-registered domestic partner, parents, siblings, grandparents, grandchildren, or parents, siblings, grandparents or grandchildren of spouse or domestic partner and also includes an individual who regularly resided in the employee's home where the relationship had an expectation that the employee provided care for the person, and that individual depended on the employee for care.
- B. An employee who has a member listed above in 10.4.A. pass away shall receive up to three (3) work days off with pay as bereavement leave. Bereavement leave shall be taken in full day increments.

- C. An employee may, in addition to B. above, use up to eight (8) work days of sick leave for travel or other bereavement related purposes.
- 10.5 Accrual of Benefits While on Unpaid Leave: An employee in leave without pay status will cease to earn sick leave, vacation leave, seniority, and City paid health benefits (except as otherwise provided under FMLA) when leave extends beyond a thirty (30) calendar day period of time.
- 10.6 Inclement Weather: All employees are expected to report to work during their normally scheduled work hours and days unless notified by their Supervisor. Employees who do not report to work or who leave early because of weather or natural disaster conditions may charge the time missed first as vacation or floating holiday hours. If there are no remaining vacation or floating holiday hours, the time missed will be treated as leave without pay. Employees wishing to leave early due to extreme weather conditions or other emergency circumstances, may do so only if prior approval is issued by the Supervisor.
- A. Employees are expected to contact their Department Directors or their designee to indicate potential requested absences from work or late arrivals to work and the reason for such absence or lateness.
 - B. Should conditions prevail where the Mayor advises employees not to report to work or to leave early due to inclement weather, loss of power or natural disaster, such time off will be considered paid time off and will not be charged to accrued vacation or floating holiday leave. At the request of the Mayor or designee, non-exempt employees who remain at work shall be paid at time and one half for actual hours worked. Additionally, due to the Treatment Plant operating 24/7/365, Treatment Plant employees will be required to report to work for their regularly scheduled shift and shall be paid at time and one half for actual hours worked. Employees who have not been requested by the Mayor or designee to continue to work and who choose to remain at work shall be paid their regular pay.
 - C. The provisions of this policy do not apply to employees already on scheduled time off or on sick leave status. In such cases, the leave already previously designated will remain applicable.
 - D. In accordance with State Supreme Court General Rule 29 (GR 29), the presiding judge of the Lynnwood Municipal Court has the authority to close the court due to inclement weather. If the presiding judge determines that it is necessary to close the court due to inclement weather, loss of power or natural disaster, such time will be considered paid time off and will not be charged to accrued vacation or floating holiday leave.

ARTICLE 11
HEALTH & WELFARE

11.1 Health and Welfare Benefits:

A. Medical Coverage - Regular Full-Time and Regular Part-Time Employees

The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee medical and ninety percent (90%) of the premium necessary for the purchase of dependent medical coverage under the following insurance plans:

Medical Insurance Plans

- Association of Washington Cities (AWC) HealthFirst 250 Plan
- AWC Regence High Deductible Health Plan
- Kaiser 200 Health Plan

B. Effective 1/1/2018, the Employer will offer the AWC Regence High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The Employer will pay each month one hundred percent (100%) of the premium necessary for the purchase of the employee **and** dependent coverage only for the HDHP with HSA plan. In addition to paying 100% of the employee and dependent premium, the Employer will contribute the following amounts to the employee's HSA:

Employee Only	\$1,500
Employee plus one dependent	\$2,000
Employee plus two dependents	\$2,500
Employee plus three dependents	\$3,000

1. HSA contributions will be made monthly. If during the year there is a change to the number of dependents covered (addition or subtraction), the Employer contribution will be adjusted the first of the month following the change in accordance with the above schedule.
2. Employees may contribute additional amounts into their HSA subject to IRS limits. No HSA contribution will be made that exceeds the applicable IRS limit or triggers the Affordable Care Act excise tax. The Employers total contribution to an employee's HDHP premium plus the total HSA contributions will not exceed the amount the Employer would otherwise pay for that employee to enroll in the most costly other plan available to members of the bargaining unit

C. Dental Coverage:

The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee dental coverage and ninety percent (90%) of the premium necessary for the purchase of

dependent dental coverage under the following insurance plans:

Dental Plans:

- Association of Washington Cities Dental Plan F or
- Willamette Dental Service

D. Vision Coverage:

The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee vision coverage through Vision Service Plan (VSP). Employees may enroll their spouses and dependents at their own expense to receive coverage under the Vision Service Plan. Vision insurance no longer includes reimbursement of deductibles for dependents.

E. Employee Assistance Program (EAP), Life Insurance and Long-Term Disability Coverage:

The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of EAP coverage, life insurance and long-term disability coverage. EAP coverage is available to regular full time and regular part time employees. Life insurance and long-term disability coverage is available to regular full time employees only and is not available to regular part time employees.

F. Maintenance of Benefits: If during the life of this agreement the plan(s) identified in Section A are no longer available, the parties shall meet to negotiate a mutually agreeable replacement plan(s). The Union agrees to appoint a representative to participate in any City-wide insurance committee, if convened, during the term of this agreement.

G. The City and the Union recognize that insurance carrier and/or coverage changes may be initiated and implemented by the City and shall not be prohibited. The City acknowledges the duty to bargain the effects of such changes with the union. The Employer retains the right to determine the provider of any and all of the insurance coverages set forth within this Article; provided, however, there shall be no reduction in benefits, provided that benefit changes made by the insurer or by the Association of Washington Cities Benefits Trust Board outside the normal control of the City, shall not be prohibited. Further, the Employer may not substitute a non-indemnity plan (i.e. HMO) for any of the health care plans provided by this article.

11.2 Section 125 Plan - Flexible Spending Account: The Employer currently participates in a flexible spending account program under the provisions of Internal Revenue Service (IRS) Section 125. Employees may elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. The Employer shall make no contribution and makes no assurance of ongoing participation in such program. The

Employer assumes no liability for claims or benefits under this program.

11.3 Retirement: The Employer agrees to continue to participate in Washington Public Employees Retirement System (PERS).

11.4 Deferred Compensation: The Employer agrees to make available a Deferred Compensation Program to which employees may contribute. Employees are eligible to receive the following deferred compensation match of their base wage as follows:

Effective January 01, 2027, the Employer will match up to 1% of the employee's base wages per month into the City's deferred compensation program, subject to IRS limits.

Effective January 01, 2028, the Employer will match up to 2% of the employee's base wages per month into the City's deferred compensation program, subject to IRS limits.

The employee shall not be eligible to receive the Employer match until the employee has passed a probationary status in the union.

11.5 VEBA (Voluntary Employees' Beneficiary Association) Account: The Employer agrees to make available a VEBA Account to the bargaining unit. The level of participation (or non-participation) in the VEBA account program will be determined by the consensus of the union. The Employer shall make no contribution to a VEBA plan and the Employer assumes no liability for claims or benefits under this program.

11.6 Employees may access other voluntary benefits available on a self-pay basis such as long-term care or additional life insurance. The Employer assumes no liability for claims or benefits under these programs.

11.7 Modification of Benefits: If there is a need to modify benefits, coverage's and/or premiums as determined by the insurer or the AWC Benefits Trust Board or a successor provider, those modifications to benefits, coverage 's and/or premiums shall be implemented in accordance with the timeline directed by the insurer or the AWC Benefits Trust Board or a successor provider, without any negotiations.

11.8 Indemnification and Hold Harmless: The Union and/or the employee will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted by an employee and/or the Union against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.

11.9 Disputes Regarding Benefits Levels: Disputes regarding benefit levels, premium structures, insurance claims and/or coverages are between the

insurance company and the employee and are not grievable by the Union and/or employee.

- 11.10 Waiver of Dual Coverage Incentive Program: Employees are eligible to participate in the Waiver of Dual Coverage Incentive Program as outlined in Appendix F.

ARTICLE 12 WORKERS COMPENSATION

- 12.1 Coverage: All members of the bargaining unit will be provided coverage as required by State Worker's Compensation.
- 12.2 Seniority:
- A. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority except as provided in section 10.5 - Accrual of Benefits While on Unpaid Leave.
 - B. If an employee is transferred to another classification within the bargaining unit because of a compensable injury, his or her seniority shall be governed in accordance with Article 21 - Layoff and Recall and by applicable state statutes related to re-employment and non-discrimination.
- 12.3 Probationary Employees: If an employee sustains an injury during his or her probationary period, the probationary period may be extended by written agreement of the Union, the employee, and the City.
- 12.4 Benefits:
- A. To ensure that the employee receives prompt and regular payment during periods of industrial injury or occupational illness, the employee will be placed on paid sick leave as long as accrued sick leave is available. If the employee has exhausted his/her sick leave, he/she will be placed on unpaid leave of absence or may elect to use accrued vacation or floating holiday leave.
 - B. When an employee receives Workers' Compensation benefits, he/she is required to repay to the Employer, the amount of time loss covered by Workers' Compensation and previously advanced by the Employer. To meet this requirement, the employee is required to sign over his/her time loss payments from the Department of Labor and Industries. The Employer will then "buy back" a proportionate amount of sick leave used during the period of absence. The Employer does not buy back vacation or floating holiday leave, consistent with Department of Labor and Industries regulations.
- 12.5 Denied Claims:
- A. If a Workers' Compensation claim is denied, the employee's absence from work due to illness or injury shall, to the extent not compensated as

Workers' Compensation time loss, be subject to the provisions of Article 9 - Sick Leave, Fitness for Duty and Disability Insurance.

- B. If a Workers' Compensation claim which has been denied is later held compensable upon appeal, any time loss compensation paid to the employee by Labor and Industries shall be forwarded to the Employer. Such compensation shall be used to buy back the equivalent hours of sick leave at the employee's applicable rate of pay.
 - C. If an employee's Workers' Compensation claim is under appeal, and he or she is no longer entitled to medical/dental coverage under Article 11 - Health and Welfare, he or she will be entitled to continued coverage under federal Consolidated Omnibus Budget Reconciliation Act (COBRA) law, provided that the employee continues to be eligible and pays the premiums as required.
 - D. If a denied claim is later held compensable upon appeal, the employee will be entitled to reimbursement of any premiums paid to the City for medical/dental benefits.
- 12.6 Benefits: The City shall continue to provide medical and dental benefits for an employee with a compensable claim and his or her dependent(s) from the first Welfare, for a period not to exceed six (6) months so long as the employee remains employed by the City. Thereafter, any continuation of health and welfare benefits shall be at the option and expense of the employee.
- 12.7 Borrowing of Sick Leave: Nothing in this Article shall be construed to permit borrowing of sick leave not accrued by and available to the employee.

ARTICLE 13 WORK SCHEDULES

- 13.1 The normal work week begins Saturday 12:01 AM and ends at midnight the following Friday except when alternative schedules are established or implemented.
- 13.2 Work Schedules: The Employer sets the work schedules for employees. The Employer may assign employees to work different or flexible schedules based on work and service needs. Written work schedules showing work days and hours of work will be made accessible to employees. Management may change work schedules with ten (10) calendar days' notice to affected employees and with less notice in the following circumstances:
- A. Such notice is voluntarily waived by the employee(s); or
 - B. For the duration of an emergency. Emergencies include but are not limited to natural events or unexpected circumstances which necessitate the Employer to change schedules on short notice to address essential operational or service needs on an immediate basis.
 - C. If the Mayor or his or her designee advises employees not to report to work or to leave early due to an emergency as defined above, any

portion of the shift for that working day will be considered paid time off and will not be charged to vacation or floating holiday leave.

- D. Work schedule change for the purposes of this article is defined by a change in the employee's shift start time of 5 hours or more.
- E. If less than 10 days' notice is given, the employee shall be paid at one and one-half times their normal hourly rate of pay for the number of calendar days worked before the 10-day notice window is reached or until the end of the shift change or whichever comes first. Once the 10-day notice window is reached or the end of the shift change is reached (whichever comes first), the rate of pay returns to the straight time hourly rate of pay.
- F. In accordance with the Washington State Supreme Court's General Rule 29, the Court maintains full control over working hours. Court employees are required to be available to work 6:00am – 2:30pm to prepare and clerk the daily In-Custody calendar as well as Holidays in which an In-Custody calendar is scheduled.

13.3 After Hours Work: If an employee is required to work a night shift, the employee will receive an allowance of 10% of their regular straight time hourly rate for each hour worked on the night shift. The night shift is defined as a work shift that begins between the hours of 7:00pm and 12:00 midnight.

13.4 Days Off: Employees working their regularly scheduled hours during a Fair Labor Standards Act (FLSA) work week will be provided at least two (2) consecutive days off per week.

13.5 Employee Requested Changes: It is the intent of the City to offer Flex Time to its employees where such Flex Time does not unduly disrupt services and to this end, the City shall make reasonable efforts to accommodate those employees who request an alternative work schedule. Employees who request to work a schedule different than the established schedule will be considered by the Department Head or designee. Seniority shall prevail when the Department Head or designee has determined that a limited opportunity exists for an alternative work schedule.

13.6 Breaks and Meal Periods:

- A. Employees shall receive a fifteen (15) minute paid rest period at approximately the midpoint of every four (4) consecutive hours of time worked. Such rest periods shall be taken at times approved by their Department Director but shall not be added to the normal lunch period or taken at the end of the workday.
- B. A minimum thirty (30) minute unpaid meal period shall be provided to employees who work more than five (5) consecutive hours in accordance with Washington state law. The employees may request, and Management may approve a one (1) hour meal period.

13.7 Time Charging Provisions Pertaining to Time Worked; Rounding Rule: Time charged for compensation for time worked shall be subject to rounding to the nearest one-quarter (1/4) of an hour. For example, an employee who works

less than (8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15) minutes over shall be compensated one-quarter (1/4) of an hour.

ARTICLE 14 COMPENSATION

14.1 Compensation Adjustments:

Both parties agree to utilize June-June CPI-U for 2026, 2027 and 2028 compensation adjustment calculations.

Effective January 1, 2026 the December 31, 2025 rates of pay will be increased by 2.7% and are listed in Appendix A. (For Payroll purposes, the City and the Union have agreed that the new payrates will be effective on January 1, 2026.)

Effective January 1, 2027, the 2026 hourly rates of pay shall be increased by 100% of CPI-U June with a 2% floor and 5% ceiling.

Effective January 1, 2028, the 2027 hourly rates of pay shall be increased by 100% of CPI-U June with a 2% floor and 5% ceiling.

14.2 Longevity Pay: Upon approval, in addition to the basic salary set forth under Addendum A herein, employees shall receive monthly longevity pay based on the following provisions:

A. Longevity shall be paid as per the following schedule B.

B. Longevity Schedule:

	Bi-Weekly Rate	Monthly Rate	Annual Rate
After 5th year	\$18.00	\$39.00	\$468.00
After 10th year	\$30.00	\$65.00	\$780.00
After 15th year	\$50.00	\$108.33	\$1,300.00
After 20th year	\$75.00	\$162.50	\$1,950.00

C. If an employee has earned longevity service credit while working in a regular full-time non-AFSCME position at the City of Lynnwood, the earned longevity service credit will transfer when an employee enters an AFSCME position. Longevity pay will be calculated in accordance with the above schedule. Benefitted regular part-time employees moving into a benefitted regular full-time or benefitted regular part-time AFSCME position will receive pro-rated longevity service credit based on hours work in the benefitted regular part-time position.

If during the term of this agreement between the City and AFSCME Local 3035, the City grants GSO employees an increase in their longevity schedule in the Lynnwood Municipal Code in excess of the schedule in section B, section B will be adjusted upward by the same amount.

14.3 Pay Periods: Employees shall be paid on a bi-weekly basis.

14.4 Minimum Pay for Reporting to Work Outside of Regularly Scheduled Hours/Days:

- A. Reporting After Hours/Scheduled Day Off: Any employee who physically returns to a City of Lynnwood facility (i.e. the City Hall campus, the LOMC, etc.) at the direction of management outside of their regularly scheduled working hours or on a scheduled day off shall be paid for a minimum of four (4) hours at the applicable rate of pay. If an agreement with a private party sets a designated minimum number of hours of pay compensated by the private party that is in excess of four (4) hours, the employee shall be compensated according to such agreement.
- B. Receiving Work Telephone Calls During Non-Working Hours: An employee who is called by their supervisor during non-working hours for work related business and who is not required to physically return to a City of Lynnwood facility, shall receive pay in fifteen (15) minute increments. This provision does not apply to telephone calls regarding work scheduling or work site directions.
- C. Off Duty Telephone/Computer Work: An employee directed by their supervisor to perform work from an offsite location outside of their regularly scheduled hours will receive pay in fifteen (15) minute increments at the applicable rate of pay.

14.5 Overtime:

- A. Time and One-Half: Employees will be compensated at the rate of one and one-half times their normal hourly rate of pay for additional time worked in excess of forty (40) hours in any FLSA work week.
- B. Double Time: Overtime will be paid at double time (two times) when any regular shift exceeds 12 consecutive hours of work for the hours worked after the 12 consecutive hours. Once double time is triggered, double time will continue to be paid for work performed until the employee received at least 10 hours off.
- C. Overtime Administration:
 - 1. Computation of Overtime - Holidays and Leaves: When computing overtime, the work periods shall include paid holidays, vacations and leaves with pay taken during the work week. This shall be considered as time worked in computing the forty (40) hour work week requirement.
 - 2. Equal Distribution of Overtime Work: The Employer will make a reasonable effort to distribute overtime on an equitable basis among employees working within the same job classification within each work unit.
 - 3. Compensatory Time: Compensatory time may be accrued by agreement between the City and the employee with the following limitations. Specifically, in lieu of overtime pay, an employee may with supervisory approval elect to accrue compensatory time off equal to the applicable overtime rate for each hour of overtime work, provided:

- a. The maximum allowable accumulation of compensatory time off shall be sixty (60) hours.
 - b. When the maximum amount of compensatory time is reached, subsequent overtime hours will be paid as outlined in 14.5 A.
 - c. Accrued compensatory time off may be used at the discretion of the employee with the supervisor's consent.
 - d. In the event the employee terminates for any reason, accrued compensatory time shall be paid off in cash to the employee or his or her heirs.
 - e. Flexibility during the work week made at the employee's request is not subject to this section and is solely governed by section 13.5 - Employee Requests for Flexible Schedules.
 - f. All Compensatory time not used by December 31 shall be paid to the employee no later than the second pay period of the following year at the wages in effect on the last pay period of the year when the compensatory time was earned.
4. Overtime work shall be voluntary except in cases where overtime is required to meet critical operational or service needs of the City.
 5. All overtime must be authorized in advance by the employee's supervisor or Department Director. Exceptions may be made for emergency situations.

14.6 Personal Vehicle Mileage Reimbursement: Employees who are authorized by the Employer to use their personal vehicles for City work shall be compensated for mileage at the current IRS rate.

14.7 On-Call Duty Assignments: The Employer has the right to assign employees to on-call status. Employees who are assigned to on-call status shall receive an allowance as follows:

- A. Ten percent (10%) of their regular straight-time hourly rate for each hour of standby per weekend, which shall include the hours between the end of the employee's normal working day on Friday and the beginning of the normal working day on Monday.
- B. Ten percent (10%) of their regular straight-time hourly rate for each hour of standby per evening, which shall include the hours between the end of the employee's normal working day and the beginning of the following normal working day, Monday through Thursday of the week.
- C. Fifteen percent (15%) of their straight-time hourly rate for each hour of standby per holiday, which shall include the hours between the end of the employee's normal working day which precedes the holiday and the beginning of the normal working day following said holiday.
- D. Employees assigned to on-call status shall be eligible for additional overtime from the first callback and shall be credited a minimum of two

(2) hours on all such callbacks.

- 14.8 Bus Pass Subsidy: The city shall provide to all employees working 20 hours or more a week a 50 percent subsidy of the price paid by said employee for a bus pass purchased by such employee under the following conditions. Such bus pass may be used toward payment of transit vanpool use by an employee participating in this program.
- A. All participants must register for the CTR program;
 - B. All participants must ride the bus or in a transit vanpool to work at least 60 percent of such participant's work shift.
 - C. All participants shall be required to record use of that participant's bus pass for travel to work on such form as prepared by the city transportation manager or designee.

ARTICLE 15

CLASSIFICATION AND PAY RANGE

- 15.1 Wage Schedule: Employees covered by this Agreement shall be compensated in accordance with the Wage Schedule attached to this Agreement as Addendum A, which by reference is incorporated herein, and as modified by Article 14 – Compensation.
- 15.2 Step Placement and Anniversary Dates:
- A. New Hires: New employees and rehires will be paid at the minimum rate unless the Employer determines that the employee has education and/or experience that justifies a higher rate. The anniversary date for wage increases for new employees will be the date of regular appointment, and the date for rehires will be the most recent date of regular appointment. However, the anniversary date for new employees and rehires will be adjusted to reflect any additional seniority credit such as credit for service in a limited term position in the classification immediately preceding the regular appointment.
 - B. Step Increases: An employee not at the maximum of his/her pay range shall receive a step increase upon the completion of one (1) year of service at the current step and subject to a satisfactory performance review. An employee has the right to grieve a decision to withhold a step increase based on an unsatisfactory performance review.
 - C. Promotion:
 - 1. Definition: A promotion is an appointment to a classification with a higher pay range. This definition applies to any City employee moving into an AFSCME bargaining unit position.
 - 2. Pay Adjustments Upon Promotion: The base pay of a newly promoted employee will be at least five percent (5%) higher than his or her base pay in the lower classification. Regular employees working out of class or that were placed in a temporary position prior to promotion will receive their pay increase based on their regular position's pay rate at the time of promotion.

- D. Anniversary Date Upon Promotion: The employee's anniversary date for wage increases will be the date of appointment to the higher classification. If the employee was working out of class or was placed in a temporary position prior to promotion and their pay increase from their temporary pay rate to the rate of pay in their promoted position was less than five percent (5%), then the employee's anniversary date shall be the date of appointment to the temporary position.
- E. Failure to Complete Probationary Period After Promotion: When a regular employee is promoted and does not complete the probationary period for that classification, the Employer will make a reasonable attempt on a non-precedent basis to identify an alternative open position in which to place the employee. The Employer cannot guarantee that the employee will be placed in an open position.
- F. Demotion:
1. Definition: A demotion is an appointment to a classification with a lower pay range than in the preceding classification.
 2. Pay Adjustments Upon Demotion:
 - a. Employees demoted for other than disciplinary reasons will receive the rate of pay in the lower pay range that causes the least reduction in base pay. No demoted employee shall receive an increase in base pay.
 - b. Employees demoted for disciplinary reasons will receive the rate of pay in the lower pay range specified as a part of the disciplinary action. If no rate of pay is specified, they will receive the rate provided for in subsection a above.
 3. Anniversary Dates Upon Demotion: A demoted employee's anniversary date for wage increases will be the date of demotion.
- G. Transfer:
1. Definition: A transfer is a lateral appointment to another position with the same pay range. The same rules for step placement and establishing anniversary dates apply whether the transfer occurs within the bargaining unit or from outside the unit.
 2. Pay Adjustments Upon Transfer: If an employee receives a lateral transfer as defined above, there will be no change in pay.
 3. Anniversary Dates Upon Transfer: The employee's anniversary date will remain unchanged.
- H. Reinstatement:
1. Step Placement Upon Reinstatement: Employees reinstated to the same classification from a recall list, after voluntary demotion, or after a leave of absence shall resume employment at the previously held salary grade and step. If an employee is reinstated to a different classification, the beginning salary will be the step within the salary grade most appropriate to qualifications and related experience.
 2. Benefits Upon Reinstatement:
 - a. Employees who are reinstated within eighteen (18) months shall accrue vacation at the accrual rate previously held.
 - b. Employees reinstated will have accrued sick leave restored upon repayment of the sick leave cash out. City policy requires repayment within six (6) months of reinstatement.

- c. Reinstated employees will have the applicable employee benefits such as medical, dental, and life insurance reinstated at the beginning of the month after recall.

- 3. Anniversary Dates Upon Reinstatement: The anniversary dates of reinstated employees will not be adjusted if reinstatement occurs within thirty (30) calendar days.

15.3 Temporary Work in a Higher Classification; Work Out of Class:

- A. Definition: An employee works out of class when he or she is assigned the major distinguishing duties of a position in a higher classification for at least five (5) consecutive working days. This does not include those individuals involved in routine training. Out of class assignments and out of class pay shall be approved in advance by the employer.
- B. Compensation for Work Out of Class: An employee working out of class will receive the next step in his/her pay range. If the employee has reached the top of the range, they will receive the same step in the next highest pay range.

15.4 Temporary Appointment to a Higher Classification in the Bargaining Unit:

When the temporary appointment is to a classification within the bargaining unit, written verification of the temporary appointment will be placed in the employee's personnel file and the following provisions will apply:

- A. The employee's rate of base pay will be set according to the promotional policy above;
- B. The higher base rate will apply to all hours in which the employee is in paid status; and
- C. The employee has the right to return to his or her regular position at the end of the appointment without loss of seniority.

15.5. Temporary Appointment to a Non-Bargaining Unit Classification: When the temporary appointment is to a non-bargaining unit classification, written verification of the temporary appointment will be placed in the employee's personnel file and the employee will be notified of the appointment in writing. The following provisions will apply:

- A. The employee's salary will be set according to the Personnel Policies and Procedures governing promotions to non-bargaining unit positions;
- B. The employee is eligible to receive overtime pay, shift differential or other forms of pay that would be available to regular employees in the non-bargaining unit classification;
- C. The employee's health and welfare benefits plan will not change;
- D. The employee's accrual and use of paid leave will be governed by the rules applying to regular employees in the non-bargaining unit classification;
- E. The employee has the right to return to his or her bargaining unit position at the end of the appointment without loss of seniority; and

- F. The employee will pay Union dues or such alternatives and will be represented by the Union as provided by Article 5 - Union Security, Representation and Business.

15.6 Classification Changes

Section 1 - Policy

It is the intent of the City to provide current and accurate classification (position) descriptions, and to ensure that all employees are working within the classification for which they were hired. Department Heads are responsible for assuring that the employees in their department are working within his/her proper classification. Employees are responsible for notifying their Department Head when they believe that they are working outside of their assigned job classification. The City Human Resources Department will insure that revisions of classification descriptions will be made as often as is necessary to maintain current and accurate position descriptions. Not all revisions to descriptions result in change of classification of employees. A change in classification is required when there are significant changes to the duties and responsibilities of a classification and is not used to address an increase/decrease in volume of work, or for the exclusive purpose of providing a salary increase.

Section 2 - Procedure

- A. Procedure for Evaluating Classifications.
 - 1. An employee may submit a written request on the form provided by Human Resources to the Department Head and Human Resources for a reclassification review of their position; or
 - 2. The employee and Department Head, (or designee), will review the employee's job description as a part of the annual evaluation process. If there are significant changes to the duties and responsibilities of the job, the employee and/or Department Head may submit a written request on the form provided by Human Resources for a reclassification review; or
 - 3. Periodically a Department Head may find the need to significantly change an employee's ongoing job duties and responsibilities. In the event this occurs the employee and/or Department Head may submit a written request on the form provided by Human Resources for a reclassification review.
 - 4. The employee will submit a request for reclassification to the Department Head and provide a copy to the Human Resources Department. The Department Head will provide a written response to the employee within 30 days and may initiate a request for an analysis of a classification change by submitting a written request to the Human Resources Department. A job analysis is conducted to determine whether the request is a significantly different level of duties and responsibilities from the original classification description. Human Resources then makes a recommendation to the Department Head, and to the Mayor for approval. If approved,

an incumbent employee will be moved to the changed classification. The Mayor's decision is final, pending the Council approval of any reclassification.

- B. Evaluation Criteria: The following criteria are examples used in evaluating reclassification requests:
1. Changed duties that may result from additions, expansions, or reductions of responsibilities.
 2. Changed qualifications, required education and training, and/or required licenses or certifications for the position.
 3. Consolidation or reassignment of duties which significantly change the position.

15.7 Final Authority: None of the provisions of section 15.6 are subject to the grievance procedure (Article 18 - Settlement of Disputes).

ARTICLE 16 PENSIONS

16.1 PERS Membership: Eligible employees shall be eligible for participation in the Washington Public Employees Retirement System (PERS).

16.2 Retiree Medical Insurance:

- A. Definitions: For purposes of this section, a "retiree" refers to a person who retired from the Public Employees Retirement System (PERS) only from the Employer on or after the execution date of this Agreement and, at the time of retirement, occupied a position covered by this bargaining unit. For purposes of this section, a "member" refers to an active employee(s) in a position covered by this Agreement.
- B. Right to Participate: Except as otherwise provided by this section, retirees may continue to participate in the Employer medical plan available to members. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.
- C. Choice of Plan: Retirees shall be permitted to select coverage from the retiree medical plan(s) as provided by the carrier(s) and/or group(s) selected by the Employer. Retirees participating in the carrier(s) and/or group(s) selected by the Employer medical insurance plans shall be subject to the application of any change or elimination of benefits, carrier, administrator or administrative change as authorized by the Employer.
- D. Retiree Responsibilities: The retiree will be responsible for one hundred percent (100%) of the total premiums of medical insurance. The retiree will also be required to pay any administration fees required by the carrier(s)

and/or group(s) selected by the Employer The retiree shall be responsible for promptly notifying the carrier(s) and/or group(s) selected by the Employer, in writing, of any changes in the retiree's current address and of any changes in retiree or dependent eligibility for coverage.

- E. Requirement to Continuously Participate: In addition to the other requirements of this section, continued medical plan participation or benefit of Employer contributions is conditioned under the rules established by the carrier(s) and/or group(s) selected by the Employer.

ARTICLE 17 DISCIPLINARY ACTION

- 17.1 When disciplinary action is administered, the Employer shall do so in accordance with the following provisions.
- A. Employees may, with just cause, be disciplined based on, but not limited to, the following actions: Oral or written reprimand, demotion, reduction in pay, suspension without pay, termination, or any combination of the above. Such action shall take effect only after the Employer provides written notice of the action and cause to the employee and to the Union; provided however oral and/or written reprimands do not require prior written notification to the employee and I or Union. Examples of other types of potential discipline include but are not limited to reassignment, ineligibility for voluntary overtime, modification of hours of work, etc.
 - B. Disciplinary action will be tailored to the nature and severity of the violation, misconduct and/or disciplinary history. The Employer has the right to determine and take disciplinary action as appropriate to the violation, misconduct and/or disciplinary history. The Employer, at the request of the employee and the Union, may agree to reduce vacation leave accrual in lieu of a suspension without pay.
- 17.2 Definition of Just Cause: Just cause shall include, but not be limited to, misconduct, incompetence, insubordination, neglect of duty, violation of workplace rules and policies, conviction , plea bargained sentence , deferred prosecution, or any other alternative disposition of a criminal charge and/or civil infraction which the Employer determines would have an adverse effect regarding an employee's work or the work environment , or any other conduct that is incompatible with the employee's employment.
- 17.3 In the event the Employer preliminarily believes that an employee may be suspended without pay, reduced in pay, demoted or terminated, the Employer will notify in writing the employee and the Union representative of the potential misconduct(s) and/or violation(s). The Employer will hold a pre-disciplinary action meeting (Loudermill Meeting) to provide the employee, with a union representative (Weingarten) present if desired by the employee, an opportunity to respond to the potential misconduct(s) and/or violation(s) within 10 business days of the conclusion of the Employer's initial investigation. Thereafter, the Employer shall make a determination as to what, if any, disciplinary action

will be implemented.

- 17.4 At the discretion of the Employer, an employee may be suspended with pay and benefits pending investigation of misconduct(s) and/or violation(s) when the nature of the allegation compromises the ability of the employee to perform his/her duties. If the misconduct(s) and/or violation(s) are substantiated, disciplinary action may be taken in accordance with the nature of the misconduct(s) and/or violation(s). If the potential misconduct(s) and/or violation(s) are unfounded, the employee will be restored to duty.
- 17.5 Manner of Accomplishing Disciplinary Reprimands: If the Employer has reason to reprimand an employee, a reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.
- 17.6 Appeal Rights:
- A. An oral reprimand is not grievable. A written reprimand may be reviewed through Steps 1 and 2 only of the grievance procedure set out in Article 18 - Settlement of Disputes.
 - B. An employee who is reduced in pay, demoted, suspended or terminated shall have the right to formally grieve within fifteen (15) calendar days of receipt of the letter imposing disciplinary action. The employee shall submit the grievance to the supervisor or manager who imposed the discipline.
- 17.7 If an employee drives vehicles to carry out their job as determined by the Employer and has his/her driver's license suspended they must notify their supervisor of the suspension on the first business day following the suspension. If the suspension is for less than sixty (60) days, the Employer will make a reasonable effort to reassign the employee to jobs not requiring driving. If such reassignment is not possible, the employee shall be suspended without pay. The employee may elect to take other appropriate leave in lieu of suspension without pay. If an employee's driver's license is revoked or suspended for sixty (60) calendar days or more, then the Employer shall make a reasonable effort to reassign the employee. If such reassignment is not practical the employee shall be immediately discharged.

To verify driver license status, the Employer may require the employee to sign a release of driving record; payment of fee is to be paid by the Employer.

ARTICLE 18 SETTLEMENT OF DISPUTES

- 18.1 The purpose of this grievance procedure is to provide an orderly method for resolving grievances. A reasonable effort shall be made to settle grievances at the lowest possible level in the grievance procedure. A grievance is defined as a dispute regarding the application, interpretation, or implementation of the specific provisions of this Agreement.

18.2 The following steps shall be observed in the grievance procedure:
Step 1: The Union or any employee who believes that he/she may have a grievance arising out of the terms of this Agreement may personally, or through his/her representative, request a meeting with the supervisor within ten (10) business days of the occurrence. An employee or Union representative is expected to discuss any grievance arising hereunder initially with the immediate supervisor. The supervisor must respond within ten (10) business days.

Step 2: If the supervisor does not respond within the ten (10) business days or if no satisfactory settlement is reached in Step 1, the employee and the Union may submit the written grievance to the Department Director within ten (10) business days after the supervisor's response or the supervisor's failure to respond. The grievance form should set forth the facts, the sections of the Agreement allegedly violated, and the remedy requested. Failure to file a written grievance within the time specified shall render it null and void and forever waived. The Department Director shall present his/her determination in writing to the affected employee and the Union, within ten (10) business days of receipt of a timely filed grievance. Time limits may be extended by mutual agreement of the parties.

Step 3: If the Department Director does not respond within the ten (10) business days of receipt of a timely filed grievance, or if no satisfactory settlement is reached in Step 2, the employee and the Union may submit the written grievance to the Human Resources Director within ten (10) business days of the Department Director's response, or within ten (10) business days from the expiration of the Department Director's time for responding. The Human Resources Director or his/her designee shall present a written determination to the affected employee and the Union within ten (10) business days of receipt of a timely filed appeal from Step 2. Time limits may be extended by mutual agreement of the parties. Failure to timely file a written appeal shall render the grievance null and void and forever waived.

Step 4 - Arbitration: If the decision issued at Step 3 is unsatisfactory to the Union, the Union and/or the Employer may request arbitration. In order to be a timely request for arbitration, the party filing the request must do so within thirty (30) calendar days of the Human Resources Director's or his/her designee's written determination at Step 3. Failure to timely file a written appeal to arbitration shall render the grievance null and void and forever waived.

18.3 Arbitrator - Selection: The Employer and the Union will first attempt to select an arbitrator by mutual agreement within thirty (30) calendar days of the filing for arbitration. If the parties are unable to mutually agree on an arbitrator, then they shall request from PERC a list of eleven (11) qualified and reasonably available arbitrators. Either party has the right to request another list if said party believes there are unqualified persons on the first list. The Employer and the Union will select an arbitrator by a process of elimination with each party alternately striking one (1) name. The party requesting arbitration shall strike the first name. The last remaining name shall be the arbitrator.

18.4 Decision - Time Limit: The arbitrator shall hear the matter at the earliest possible date.

18.5 Limitation, Scope and Power of Arbitrator:

- A. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
- B. The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement.
- C. The arbitration shall be conducted in accordance with PERC rules and regulations.
- D. The Arbitrator's expenses shall be borne equally. Each party shall pay the fees and expenses of their own attorneys, representatives and witnesses.
- E. If either party desires a verbatim recording of the proceedings, it may cause such record to be made, on the condition that it pays for the record and makes copies available without charge to the other party and/or arbitrator.
- F. The arbitrator's decision shall be final and binding.

18.6 Representation of Employees:

- A. The Union is the Exclusive Representative of bargaining unit employees with respect to conditions of employment governed by this agreement. An employee may file a grievance and process it in Step 1 of the grievance procedure without the assistance of the Union; however, departure from the grievance procedure described herein shall automatically nullify the Union's obligation to process the grievance. However, the decision to arbitrate a grievance is a determination to be made by the Union and/or the Employer. Attorneys who do not represent the Union or the City may appear at the grievance meetings and hearings only at the mutual consent of the Union and the City.
- B. Whether or not the employee seeks Union assistance, the Union must be given the opportunity to be present when a settlement offer is made, and any settlement must be consistent with the terms of this Agreement.
- C. The names of stewards will be certified to the City by the Union. Upon notification to the employee's Supervisor of the name of the grievant and the basis of the grievance, or the name of the subject of a disciplinary investigation interview, the steward responsible for the grievant work area may investigate and process the grievance or investigation interview at the work site during working hours without loss of pay, subject to prior approval by the Human Resources Director or his/her designee and further subject to such activity not interfering with the productivity and efficiency of work and services. If such activity, as determined by the Human Resources Director or his/her designee, will interfere with productivity and services, then such investigatory activity shall be conducted during non-work hours.

Employees meeting with their steward to process a grievance will also be permitted to do so without loss of pay during working hours, subject to prior approval by the Human Resources Director or his/her designee.

ARTICLE 19

WORKLOAD AND STANDARDS AND PERFORMANCE EVALUATION

- 19.1 Workloads and Standards: It is the Employer's right to establish the workload for employees. Job performance expectations established by the supervisor shall be reasonable and may be revised from time to time. Such expectations and standards shall be posted or individually stated to each affected employee, in order to assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards in advance of the work period in question. In the event the employer must significantly add to an employee's workload, the employer agrees to discuss with the employee the impact of the added workload on priorities, deadlines and schedules and to make clear any new or changed performance expectations resulting from the increased workload.
- 19.2 Performance Evaluation:
- A. The Employer has the right to implement and maintain performance evaluation processes involving members of the bargaining unit.
 - B. Employees will have the right to attach a response to any specific performance deficiency noted in the performance evaluation. Such response will be made a part of their personnel files.
 - C. All performance evaluations are subject to the signature of the Mayor or his designee to be valid.
 - D. A satisfactory performance review is required for an employee to receive a step increase.
 - E. Performance evaluations are not subject to the grievance procedure except as provided in section 15.2, subsection B. Performance evaluations shall be made within 60 days of the employee's anniversary date.

ARTICLE 20

SENIORITY

- 20.1 Seniority shall commence from the most recent date of regular full-time or regular part-time employment within a classification within the Bargaining Unit.
- 20.2 An employee who returns to work as agreed at the end of use of shared leave or an unpaid leave of absence retains his/her original employment or seniority date, except if the leave of absence is of a duration of longer than thirty (30) calendar days . The employee's seniority date will be adjusted on a day-for-day basis after the thirty (30) calendar day leave period.

20.3 An employee who is re-hired after services have been terminated with the Employer (by resignation, reduction-in-force, etc.) will have a new employment or seniority date.

20.4 Seniority:

A. Seniority will be determined as follows:

1. The total length of continuous service within the affected job classification within the bargaining unit; if a tie occurs, then
2. Total length of continuous service within the City; if a tie occurs, then
3. It shall be broken by lot in a manner to be determined by the Human Resources Director.

B. In computing seniority for regular employees, the following factors will be taken into account:

1. Regular part-time work within the same or equivalent classification will count on a pro-rated basis.
2. Time spent in a classification that has been converted to a current equivalent classification will count toward seniority in the current classification.
3. Time on authorized leave taken with pay will count.
4. When an authorized leave without pay exceeds thirty (30) calendar days, no time spent on that leave will count.
5. Time in excess of six (6) months spent in a classification not represented by this bargaining Unit will not count except for purposes of vacation accrual.
6. Time spent in on-call status will not count.
7. When a layoff exceeds thirty (30) calendar days, no time spent on layoff will count.
8. Time spent in a trainee capacity, e.g., in state or federal trainee programs, will not count.
9. Seniority shall be forfeited by discharge for cause, voluntary termination, or, after layoff, by removal from all recall lists pursuant to section 21.7 - Notice and Recall List.
10. Up to six (6) months spent in a probationary appointment that is not completed will count toward the employee's previous classification unless such probationary period was in a classification outside the bargaining unit.

20.5 Seniority Application: Seniority determinations shall have no application to retirement matters.

20.6 Posting Process:

A. Seniority List Posting: Lists showing seniority within Bargaining Unit classifications shall be provided to the Union and posted on all Union bulletin boards on or about March 1st of each year.

B. Seniority List Appeal Process: Errors on New Lists: Employees who have

concerns about the calculation of their seniority shall notify the Human Resources Director with a copy to the Union. If an employee's concerns remain unresolved, the Union may file a formal written grievance at Step 3 of the grievance procedure within thirty (30) calendar days of their initial consultation with the Human Resources Director. If no grievance is filed within that time, the seniority calculation is deemed correct.

ARTICLE 21 LAYOFF AND RECALL

- 21.1 Layoff: Layoff means the reduction in number of employees in budgeted positions within the bargaining unit. The Employer has the exclusive right to determine whether a layoff is necessary for reasons of lack of funds, lack of work, inefficiency, lack of productivity and/or reorganization.
- 21.2 Definitions:
- A. Continuous Service: means uninterrupted employment with The City of Lynnwood subject to the following provisions:
 - 1. Continuous service is terminated by voluntary or involuntary termination including discharge for cause.
 - 2. Personal unpaid leaves of absence longer than thirty (30) calendar days shall be considered interruption to continuous service.
 - B. Bumping: refers to the process whereby the more senior employee in a classification displaces a less senior employee subject to the provisions of this Article. Bumping may result in an employee occupying a position equivalent or lower than their current position.
 - C. Classification: refers to a position or positions with a unique job title and similar duties and responsibilities.
 - D. Equivalent Classification: refers to matching by the Human Resources Director or their designee of an abolished classification with a current classification that has substantially the same duties, authority, and responsibility.
 - E. Classification Previously Held: refers to a classification or its equivalent classification in which the employee gained regular status and for which they continue to qualify.
 - F. Reassignment: refers to an employee being transferred into a currently unoccupied position during the bumping process. The new position may be equivalent or lower than the position previously held.
 - G. Recall: refers to the process when budgeted positions become available after a layoff and are offered to those who have been laid off, according to the rules of this Article.
 - H. Regular Employee: refers to the status an employee acquires after successful completion of the probationary period for the classification to which the employee was appointed.
 - I. Lateral Classification: refers to a classification or its equivalent classification which has the same pay range as the employee's current classification.
 - J. Affected by Layoff: refers to an employee who was demoted, laid off, or

reassigned as a result of a layoff process under the provisions of this Article.

- K. Regular Appointment: refers to the appointment of an employee to a budgeted position.

21.3 Order of Layoff and Bumping: Layoffs are identified by position within a classification by the Employer.

- A. If layoff/reduction in force vacates a classification which consists of only one (1) position filled by one (1) employee, that employee will be affected by layoff as provided in this Article.
- B. In all other cases, the order of layoff of employees will be determined pursuant to section 21.6 - Layoff Rules, and those employees least senior and least qualified occupying position(s) to be eliminated shall be designated as affected by layoff.

21.4 The Reassignment and Bumping Process: Employees designated as affected by layoff shall then begin the reassignment and /or bumping process as follows:

- A. Reassignment of employees to vacant positions, if available, will take precedence over bumping another employee.
- B. If bumping is necessary, the least senior employee in the affected classification in the department may be bumped subject to the criteria in section 21.5 - Qualified Employees.
- C. If bumping is to occur per section 21.3 - Order of Layoff and Bumping, employees will be moved to the classification previously held that results in the least reduction in pay. Seniority in a higher classification shall count in the new classification.
- D. Regular employees who are bumped out of a position, shall be designated as affected by layoff and will then participate in the reassignment and/or bumping process, as defined in this Article.
- E. Employees who are offered a position pursuant to these provisions and do not accept that position will be deemed to have resigned.

21.5 Qualified Employees:

- A. Employees may be bumped into or be reassigned to positions under this Article if the employee is qualified to perform the duties of the position and subject to the criteria for bumping or reassignment in subsection B below.
- B. Criteria for Bumping or Reassignment: Employees may only be offered positions in accordance with the provisions of this Article based on the employer's assessment of the following criteria:
 1. Successful completion of any qualifying examinations or certifications as determined by the employer within ninety (90) calendar days; and
 2. Possession of minimum qualifications as defined by the position description and/or job announcement; and

3. Satisfactory disciplinary history with no records of written reprimands, suspensions without pay, demotions, or reduction in pay for disciplinary reasons per Article 23.2.
- C. If a less senior employee possesses superior qualifications, skills and/or disciplinary history than a more senior employee, the Employer may deviate from seniority for bumping or reassignment.
- D. In accordance with General Rule 29 (GR 29), the court maintains full control over hiring, discipline and termination of Court employees. Non-Court employees are not eligible to displace any Court employee nor are Court employees eligible to displace any non-Court employees.

21.6 Layoff Rules:

A. Seniority of and Bumping by Non-Bargaining Unit Employees and Other Bargaining Units:

1. The only non-bargaining unit employees, confidential employees or members of other bargaining units who may bump into the bargaining unit are those who have previously been a member of the Bargaining Unit or who were in a classification which subsequently became part of this unit.
2. Only time served in the bargaining unit shall apply for bumping purposes.
3. Bargaining unit employees shall not be demoted, reassigned, bumped and/or recalled into other bargaining units. However, the Employer may give preference to bargaining unit employees who have been demoted, reassigned, bumped and/or recalled for non-bargaining unit vacancies for which they qualify. The Employer may also give preference to bargaining unit employees who have been demoted, reassigned, bumped and/or recalled over non-City applicants for vacant positions in other bargaining units for which they qualify, unless prohibited by law or civil service rules.

B. Layoff Processing for Non-Regular Employees:

1. Within an affected classification and department, temporary, non-regular probationary employees who do not have regular status and who are occupying budgeted positions within the bargaining unit will be terminated before employees with regular status are affected by layoff. Limited term employees can be bumped but have no bumping rights. Employees without regular status who are terminated will not be placed on recall lists and do not have bumping rights.
2. A bargaining unit employee who has not completed a probationary period following promotion to a regular position covered by this agreement and is affected by layoff may be reassigned or bumped back into the position previously held subject to the provisions of this Article.
3. Probationary employees terminated or demoted in accordance with paragraph 1 and paragraph 2 above will be placed on recall lists for

one (1) year from the date of their termination or demotion. They will be reinstated to their former classification if there are no regular employees who are on a recall list for that classification.

Probationary employees who are reinstated will be treated as if they have been on a leave of absence from the classification for purposes of computing seniority and length of probationary period.

4. Employees will not be placed in a classification with a higher pay except by normal promotion procedures.

C. Layoff Processing for Employees on a Leave of Absence without Pay:

1. Employee Notification: Employees who are on a leave of absence without pay which is scheduled to continue after the layoff effective date and whose classifications are expected by the Employer to be affected by an upcoming layoff process will be notified in writing and given an option to return to work from leave.
2. Use of Positions During the Layoff Process: If no response is received by the Employer within five (5) calendar days of written notification, or if the employee declines to return from leave of absence, or if the employee is unable to return from leave of absence, the position from which the employee is on leave of absence will be treated as a vacant position during the layoff process and will be available to be filled by another employee who is affected by the layoff process, according to the provisions of this Article.
3. Recalculation of Seniority After Leave of Absence Without Pay: All employees on leave of absence without pay that exceeds thirty (30) calendar days will have their seniority recalculated upon their return from leave so that none of the time on the leave of absence without pay counts toward seniority.

21.7 Notice and Recall List:

- A. The Employer will provide the affected employees and the Union with thirty (30) calendar days written notice of an impending layoff except in the event of an emergency. In an emergency, the Employer will provide as much notice as is practicable under the circumstances. Employees who are laid off are eligible for recall subject to the criteria above and if their layoff period has not exceeded eighteen (18) months from the date of layoff.
- B. Employees who are reassigned to positions in the same classification, resign, or elect to retire will not be placed on recall lists.
- C. Employees will remain on a recall list for eighteen (18) months from the date of placement on the list. Within that time period, employees will be removed from the recall list only under the following circumstances:
 1. Upon written request of the employee; or
 2. Upon their retirement; or
 3. Upon being recalled from the list; or
 4. Upon declining an offer of regular employment status; or

- 5. Upon the employee's failure to respond to a certified letter sent to the employee's last known address within five (5) calendar days after receiving the notice of recall; or
 - 6. Disciplinary termination for cause.
- D. Employees who are laid off and are on recall list(s) and return to regular City employment for any reason will be treated as if they have been on a leave of absence without pay for the purpose of computing seniority.

21.8 Recall:

- A. Employees on a recall list will be reinstated in order of seniority, before applicants who qualify through examination, provided they are qualified to perform the duties of the position and subject to the criteria in section 21.5. Employees who are not recalled may request within ten (10) calendar days, and the Employer must provide within ten (10) calendar days, a justification for that decision. The employee will remain on the recall list for certification to other vacancies during his or her term of eligibility.
- B. An employee who believes they should have been recalled may have their status reviewed and processed according to the provisions of Article 17 - Disciplinary Action.

21.9 Special Provisions to Save Employees from Layoff: It is recognized by the parties that employees who are to be laid off or involuntarily demoted face difficult circumstances in being placed in alternative employment within the City. Any such employee who is reassigned to a classification not previously held shall be subject to a trial service period of ninety (90) calendar days to demonstrate his or her ability to perform or fulfill the requirements of the new classification. Employees who, in the opinion of the Employer, are unsuccessful during this ninety (90) day trial service period will be removed from their new classification and placed on the appropriate recall list.

ARTICLE 22 VACANCY

- 22.1 Vacancy: The Employer will determine when a vacancy exists.
- 22.2 Job Postings: New positions and positions which become vacant within the bargaining unit shall be posted for seven (7) calendar days, during which time employees may apply for the position. Posted jobs shall contain a description of the job duties, the rate of pay and the starting date for the position. An employee's eligibility for positions posted shall require the employee to have demonstrated qualifications to perform the duties of the position.
- 22.3 The City shall provide an interview opportunity for internal candidates applying for open positions, provided they pass initial screening - including meeting the minimum qualifications of the open position.

ARTICLE 23
PERSONNEL RULES AND RECORDS

23.1 Personnel Rules: Changes to the Personnel Rules and the Code will be posted on the City's website by the Employer five (5) consecutive calendar days after publication and shall be effective immediately thereafter, except in the event of an emergency, in which case no prior notice is necessary and the changes shall be effective immediately. Notice of significant non-legal changes to the Personnel Rules and Code which would affect the employees in this bargaining unit will be provided to the Union prior to adoption for purposes of review and comment; provided, however, such review and comment shall not constitute an obligation to bargain about the changes.

23.2 Personnel Records and Information:

A. Definition: For purposes of this section, "personnel file" refers to the formal file of personnel documents maintained by the Human Resources Department.

B. Access to Personnel File Materials:

1. Employees have the right to review their files. An employee may request removal of certain information in his/her personnel file. If the Employer denies the employee's request to remove the information, employees may file a written rebuttal statement relevant to the specific subject which the Employer refused to remove. Such rebuttal will be placed in their file. However, such rebuttal shall not change the significance of the information already in the personnel file.
2. An employee or his/her representative, with the written consent of the employee, will be given a copy of materials in the employee's personnel file, provided the representative pays for the time and expense of such copying.
3. An employee will be given a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.

C. Removal of File Materials:

1. Oral reprimands may be memorialized in writing for the purpose of preparing future disciplinary actions or employee performance evaluations but will not be placed in the employee personnel file.
2. Letters of Reprimand: An employee may request, and the Employer may remove a single written reprimand which is two (2) or more years old. If the Employer refuses to remove the written reprimand, the Employer shall provide written justification for not removing the written reprimand.
3. If the employee's file contains more than one (1) written reprimand, or where there is one (1) letter imposing discipline which is more severe than a written reprimand on file, none of the letters may be removed until the most recent letter is more than five (5) years old. At that time, it and all previous disciplinary letters will be removed

from the employee's personnel file upon request, except in the case of demotions or suspensions without pay for five (5) or more work days. For the purpose of this subsection, "letter" includes all attachments.

ARTICLE 24 GENERAL PROVISIONS

24.1 No Discrimination:

A. Contractually Prohibited:

1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, sexual orientation, creed, religion and national origin unless bona fide job-related reasons exist in accordance with applicable laws.
2. The Union shall share equally with the Employer the responsibility for applying the provisions of the Agreement, provided that this responsibility shall be limited to those matters under the Union's influence and control.

B. Employer Complaint Procedure: The Employer will maintain a complaint procedure for allegations of discrimination.

24.2 Workplace Harassment: No employee(s) shall be subjected to, nor shall any employee(s) perpetrate, unwelcome sexual advances, requests for sexual favors or any form of verbal or physical conduct of a sexual nature or based on a protected characteristic that is offensive, hostile or intimidating that interferes with the work performance of such employee(s).

24.3 Agreement. Work Rules and Changes: The Employer will provide new employees a copy of the Agreement and the cost thereof shall be shared between the Employer and the Union. The Employer will provide new employees with an Employee Handbook at the time of hire. The Employer will furnish one copy of the City policies to the Union.

24.4 Uniforms and Protective Clothing:

- A. The Employer may require an employee to wear a specific uniform, protective clothing, or protective device. Such uniform, protective clothing, or protective device shall be furnished by the Employer. The cost of tailoring, maintenance and repair of the uniform or protective clothing, or device may be paid by the Employer on a case-by-case non-precedent basis. Each employee who is required by the Employer to wear a uniform will be provided a sufficient number for one (1) week's use and shall include a winter coat and rain gear as determined by the Employer.
- B. Footwear: Subject to prior approval by the Employer and only for AFSCME employees assigned to positions where safety footwear is required by the Employer, the employee shall purchase and replace such footwear as necessary to comply with the Safety Standard Act, WAC 296-155-212 and the American National Standard Institute *ANSI) standard for Safety Toe Footwear ASTM-F2413.

Qualified regular full time employees who are required to wear protective footwear and are in a Tier1 position shall receive \$300.00 on the first paycheck of each year and on the first paycheck after July 1st each year for the purchase of safety footwear and related accessories (i.e. insoles, toe cups, laces, etc.)

Tier 1 Positions
Engineering Technician
Senior Engineering Technician
Lead Traffic Signal Technician
Traffic Signal Technician
Fleet Lead Technician
Mechanic - Heavy Equipment
Emergency Vehicle Equipment Service Technician
Construction Inspector
Senior Construction Inspector
Code Enforcement Lead
Code Enforcement Officer
Combination Electrical Inspector/Plan Reviewer
Lead Combo Plan Reviewer/ Building Inspector
Combination Plan Reviewer/Building Inspector
Building Inspector

Qualified regular full-time employees who are required to wear protective footwear and are in a Tier 2 position shall receive one payment of \$300.00 on the first paycheck of each year for the purchase of safety footwear and related accessories (i.e. insoles, toe cups, laces, etc.).

Tier 2 Positions
Lab Technician
Civil Engineer
Project Manager
Engineer

For Tier 2 positions only, the Supervisor may approve the purchase of one additional pair of safety footwear and related accessories (i.e. insoles, toe cups, laces, etc.) with the \$300.00 payment being made on the first paycheck after July 1st. This allowance approval must be submitted to Payroll at least 15 working days prior to the first paycheck after July 1st. If approval is not submitted by the deadline above, then any additional compensation request will be denied.

Footwear must be worn on the job and must be functional and in good repair. Failure to wear safety footwear will be grounds for disciplinary action.

- 24.5 If the provisions of this Agreement address a subject matter, then those provisions shall prevail. If a subject matter is not addressed in this Agreement, the ordinances, policies and procedures of the City shall prevail.

ARTICLE 25 SAVINGS CLAUSE AND FUNDING

- 25.1 Savings Clause: Should any Article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.
- 25.2 Entire Agreement: This Agreement constitutes the sole and entire existing Agreement between the parties. Nothing in this Article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement; nor shall the Union and the Employer be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

ARTICLE 26 TERM OF AGREEMENT

- 26.1 Unless specified otherwise elsewhere in this agreement this Agreement shall be effective January 1, 2026 through December 31, 2028.

DATED this _____ day of _____.

CITY OF LYNNWOOD, WASHINGTON

LOCAL 3035, COUNCIL 2
WSCCCE

By Christine Frizzell, Mayor

Sean Hare, Staff Representative

Darlene Stokes, President Local 3035

APPENDIX "A"
WAGE RATE TABLE

This Appendix is supplemental to the agreement by and between the City of Lynnwood, Washington, hereinafter referred to as the Employer, and the Washington State Council of City and County Employees, Local Union 3035, affiliated with the American Federation of State, County, and Municipal Employees, hereinafter referred to as the Union.

A.1 Hourly Rates of Pay

Pay rates below will be effective January 1, 2026. The hourly rates of pay represent a 2.7% increase, rounded, over the December 31, 2025, rates and are as follows.

Step	1	2	3	4	5	6	7
223	\$ 58.76	\$ 61.10	\$ 63.58	\$ 66.11	\$ 68.75	\$ 71.50	\$ 74.35
222	\$ 54.41	\$ 56.59	\$ 58.88	\$ 61.22	\$ 63.66	\$ 66.20	\$ 68.86
221	\$ 50.38	\$ 52.41	\$ 54.52	\$ 56.69	\$ 58.95	\$ 61.29	\$ 63.78
220	\$ 46.65	\$ 48.52	\$ 50.45	\$ 52.49	\$ 54.57	\$ 56.78	\$ 59.03
219	\$ 43.23	\$ 44.91	\$ 46.73	\$ 48.61	\$ 50.52	\$ 52.56	\$ 54.67
218	\$ 40.00	\$ 41.61	\$ 43.27	\$ 44.98	\$ 46.79	\$ 48.67	\$ 50.61
217	\$ 37.05	\$ 38.51	\$ 40.05	\$ 41.67	\$ 43.32	\$ 45.09	\$ 46.87
216	\$ 34.29	\$ 35.66	\$ 37.10	\$ 38.59	\$ 40.11	\$ 41.71	\$ 43.38
215	\$ 31.75	\$ 33.03	\$ 34.33	\$ 35.72	\$ 37.16	\$ 38.65	\$ 40.18
214	\$ 29.40	\$ 30.58	\$ 31.80	\$ 33.07	\$ 34.39	\$ 35.77	\$ 37.21
213	\$ 27.36	\$ 28.47	\$ 29.59	\$ 30.75	\$ 31.99	\$ 33.27	\$ 34.61

Effective January 1, 2027, the 2026 hourly rates of pay (above) shall be increased by 100% of CPI-U June with a 2% floor and a 5% ceiling.

Effective January 1, 2028, the 2027 hourly rates of pay shall be increased by 100% of CPI-U June with a 2% floor and a 5% ceiling.

APPENDIX "B"
CLASSIFICATIONS

This Appendix is supplemental to the agreement by and between the City of Lynnwood, Washington, hereinafter referred to as the Employer, and the Washington State Council of City and County Employees, Local Union 3035, affiliated with the American Federation of State, County, and Municipal Employees, hereinafter referred to as the Union.

AFSCME	
Classification	Grade
Engineer	223
Principal Planner	222
Senior Applications Support Analyst	222
Network Systems Engineer	222
Project Manager	222
Civil Engineer	221
Combination Electrical Inspector/Plan Reviewer	221
Database Administrator	221
Lead Combo Plan Reviewer/Building Inspector	221
Senior Planner	221
Application Support Analyst	220
Business Support Analyst	220
Code Enforcement Lead	220
Combination Plan Reviewer/Building Inspector	220
Electrical Inspector	220
Fleet Lead Technician	220
GIS Administrator	220
Lead Traffic Signal Technician	220
Accountant	219
Asset Management Administrator	219
Building Inspector	219
Code Enforcement Officer	219
Deputy City Clerk	219
Mechanic - Heavy Equipment	219
Planner	219
Probation Officer	219
Senior Computer Support Specialist	219
Senior Construction Inspector	219
Senior Engineering Technician	219
Buyer	218
Computer Support Specialist	218
Lab Technician	218

Lead Permit Technician	218
Senior Administrative Assistant	218
Senior Finance Specialist	218
Traffic Signal Technician	218
Business License Specialist	217
Computer Support Specialist	217
Construction Inspector	217
Emergency Vehicle Equipment Service Technician	217
Engineering Technician	217
Legal Specialist III	217
Senior Permit Technician	217
Administrative Assistant	216
Assistant Planner	216
Finance Specialist	216
Legal Specialist II	216
Permit Technician	216
Procurement Specialist	216
Senior Finance Technician	216
Finance Technician	215
Legal Specialist I	214
Senior Support Services Technician	214
Support Services Technician	213

APPENDIX "C"
DRUG AND ALCOHOL TESTING POLICY

1. Purpose: To establish the City's policy on drug and alcohol testing for those employees in the AFSCME Local 3035 Bargaining Unit.

2. Policy: The City of Lynnwood has a significant interest in the health and safety of its employees and the citizens of the City of Lynnwood. In furtherance of that interest, it is the policy of the City of Lynnwood to take those steps necessary to ensure that its employees perform their duties and responsibilities free of the presence of drugs and alcohol. Employees are encouraged to seek confidential counseling on problems associated with alcohol and drug abuse through the Employee Assistance Program when such problems occur. However, participation in such counseling will not prohibit the City from taking disciplinary action for any employee in violation of this policy in accordance with the applicable provisions of the AFSCME Local 3035 labor agreement.

3. Application: This policy applies to all employees covered by the AFSCME Local 3035 Bargaining Unit.

4. Definitions:
 - A. Accident: Accident means (1) any occurrence involving a City vehicle or personal vehicle while on City business on a public road or on City property which results in bodily injury to a person or the motor vehicle incurring damage or both; or any non-vehicular occurrence or incident where an employee injures themselves or others on City property.
 - B. Drugs: For the purposes of this policy, "drugs" refers to all forms of narcotics, depressants, stimulants, analgesics, hallucinogens, and cannabis, whose sale, purchase, transfer, use or possession is prohibited, controlled or restricted by federal and/or state law.
 - C. Medical Review Officer (MRO): The Medical Review Officer is the licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.
 - D. Substance Abuse Professional (SAP): A Substance Abuse Professional is a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders. The Substance Abuse Professional is responsible for evaluating employees with positive test results.

5. Prohibited Conduct: The following conduct regarding alcohol and drug use or abuse is prohibited:
 - A. Alcohol Concentration: An employee shall not report for or remain on duty requiring the performance of duties while having an alcohol concentration of 0.02 or greater.
 - B. Alcohol Possession and On Duty Use of Alcohol:

- C. Pre-Duty Use of Alcohol: An employee shall not report for work within four hours after consuming alcohol. An on-call employee who consumes alcohol within four hours of being called in must acknowledge the use of alcohol and shall not report for duty.
- D. Alcohol Use Following an Accident: An employee required to take a post-accident alcohol test shall not use alcohol for eight hours following the accident, or until a post-accident alcohol test is given, whichever comes first.
- E. Use of Drugs: An employee shall not report for duty or remain on duty when the employee has used a drug or drugs, except when the use is pursuant to instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to perform the duties and responsibilities of the job. Employees who are taking a prescription or over-the-counter medication that may impair their ability to perform their duties safely and effectively must provide written notice to their supervisor from their physician or pharmacist regarding the potential effects of such substances.
- F. Refusal to Submit to a Required Test: An employee shall not refuse to submit to a reasonable suspicion or follow-up alcohol or drug test.
- G. Positive Drug or Alcohol Test: An employee shall not report for duty or remain on duty if the employee has tested positive for alcohol or drugs. An exception is when the use of such drugs is (1) pursuant to physician instructions; (2) the substance does not adversely affect the employee's ability to perform the duties and responsibilities of the job; and (3) the supervisor has been notified prior to the employee reporting for duty.
- H. Tampering with a Required Test: An employee shall not tamper with, adulterate, alter, substitute or otherwise obstruct any testing process.
- I. Possession, Transfer or Sale: No employee shall possess, transfer or sell drugs or alcohol while on City property, in City vehicles or in personal vehicles being used for City business.

6. Testing:

- A. Reasonable Suspicion Testing: In cases in which at least one (1) supervisor, (and another supervisor or employee, if reasonably available under the circumstances) has reasonable suspicion to believe that the employee is adversely affected in any way by controlled substances, the Employer has the right to require the employee to undergo a urine specimen collection or breath alcohol analysis or both. The employee may request to have another employee in the bargaining unit, if available, accompany the employee to the testing site, but not in the room where the test is being administered.

The "reasonable suspicion" guideline the supervisor (and another supervisor or employee, if reasonably available under the circumstances)

should possess is observable abnormal indicators inclusive of but not limited to appearance, behavior, speech, breath odor, attitude or deficiencies in work performance.

All supervisors and Employer representatives designated to determine whether reasonable suspicion exists to require an employee to undergo drug or alcohol testing shall receive training on the physical, behavioral, speech and performance indicators of how to detect reasonable suspicion of alcohol misuse or use of controlled substances. The observations may include the indication of chronic and withdrawal effects of controlled substances. The supervisor must make a written statement of these observations within twenty-four (24) hours of observation. A copy must be provided to a Union officer and the Department Head if an employee is disciplined.

In the event the Employer requires a reasonable suspicion test, the Employer shall provide transportation to and from the testing location.

If removed from duty based on reasonable suspicion of alcohol use and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform his or her job until:

1. An alcohol test is administered and the employee's breath alcohol concentration measures no more than 0.00; or
2. Twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated this policy concerning the use of alcohol.

- B. Return to Duty Testing: Employees who have violated this policy, including those who have tested positive on a drug or alcohol test, and who, under the discipline policy, are allowed to return to work, must test negative prior to being released for duty. A return to duty test following alcohol misuse shall not exceed an alcohol concentration of 0.00.
- C. Follow-up Testing: An employee who is referred for assistance related to alcohol misuse and/or use of drugs is subject to unannounced follow-up testing for a period not to exceed sixty (60) months. The Employer will determine the number and frequency of follow-up testing with input from a Substance Abuse Professional following the employee's return to duty.
- D. Re-Tests: Employees who test positive for drugs may request a second test of the remaining portion of the split sample within seventy-two (72) hours of notification of a positive test result by the Medical Review Officer. The employee shall pay for such testing.
7. Refusal to Take an Alcohol or Drug Test: No employee shall refuse to submit to an alcohol or drug test. A refusal to submit shall include but is not limited to:

- A. Failure to provide adequate breath for testing without a valid medical explanation after the employee has received notice of the requirement for breath testing;
 - B. Failure to provide adequate urine for drug testing without a valid medical explanation after the employee has received notice of the requirement for urine testing;
 - C. Engaging in conduct that obstructs the testing process.
 - D. Refusal to submit to a test shall be considered the same as a positive test result.
8. Confidentiality and Record Retention: Records related to drug and alcohol testing will be maintained in a reasonably secure location with controlled access. These records will be kept separate from records pertaining to other employees.
9. Consequences of Engaging in Prohibited Conduct or Positive Drug or Alcohol Tests:
- A. Positive Test Result and/or Engaging in Prohibited Conduct: If an employee tests positive for drugs or has an alcohol test indicating a breath alcohol level of .02 or greater from a reasonable suspicion or post-accident test or engages in prohibited conduct as outlined in Section 5, the employee will be immediately removed from duties.

Employees testing positive for alcohol or drugs shall be referred to the City's Employee Assistance program (EAP). The City will provide assistance to the extent covered by the City's employee benefit and leave policies. Discipline is a separate determination by the Employer subject to the just cause standard except that progressive discipline shall not be necessary if the Employer believes the misconduct or offense committed during work hours or on City property or in a personal vehicle being used for City business as a result of the use of alcohol or drugs is serious. Employees are subject to discipline up to and including termination if they refuse to submit to either a urine specimen or breath alcohol analysis in accordance with the provisions of this policy. Employees who come forward prior to any drug or alcohol-related incident shall not be subject to suspension without pay or termination for doing so.

Any employee who tests positive for drugs or alcohol may be subject to disciplinary action, up to and including termination, depending upon the circumstances of the situation. Circumstances, which warrant termination, may include, but are not limited to, incidents where the employee's misconduct resulted in serious injury or serious risk of injury to self or others, serious loss or risk of damage to City property, work performance deficiencies the consequences of which could be serious, or any combination thereof.

In cases where termination is not warranted, the employee will not be

permitted to return to work unless they:

1. Has been evaluated by a qualified Substance Abuse Professional through the City's Employee Assistance Program; and
2. Has properly followed any rehabilitation prescribed if recommended by that Substance Abuse Professional; and
3. Has a verified negative result on a return-to-duty alcohol test (0.00) and/or drug test.

If an employee is found by professional evaluation to be chemically dependent, following a violation of this policy that would warrant termination of employment, the Employer may, at its discretion and on a case by case basis, dependent upon the circumstances of the violation, the employees' work record and other relevant factors, and in lieu of termination, allow an employee who enters into and completes a recommended inpatient and/or outpatient treatment program to maintain their employment with the City under the terms of a "last chance agreement," the general terms of which will include:

1. Completion of a bona fide alcohol/drug inpatient or outpatient rehabilitation program approved by the Employer;
2. Participation and completion of an 'aftercare' program as defined by the employee's treatment counselor;
3. Periodic, unannounced, unscheduled drug and alcohol testing by the Employer for a period of 60 months with a minimum of six such unscheduled tests within the first twelve (12) months of returning to work;
4. Acknowledgement that any further violation of either the last chance agreement or of the drug and alcohol policy will be grounds for termination;
5. Acknowledgement that disciplinary action under the last change agreement is not grievable.

Other provisions of the last chance agreement will be determined by the Employer, based on the specific circumstances of the violation, the employee's work record and other circumstances and factors relevant to the Employer's determination that absent the "last chance agreement", the termination of the employee's employment is warranted.

If permitted to remain in employment with the Employer, the employee will submit to a return-to-work drug screen urinalysis and alcohol breath test as prescribed by the Substance Abuse Professional and directed by the City of Lynnwood, with results to the Substance Abuse Professional and the Employer. The test may be an observed collection. This test must be negative before returning to work.

Upon completion of the recommended rehabilitation program and successful return to work, an employee will be subject to follow-up random testing for up to sixty (60) months as directed by the Employer, with a minimum of six such unscheduled tests within the first twelve months of returning to work.

- B. Discipline: An employee will be subject to appropriate disciplinary action based on just cause up to and including termination from employment if:
1. The employee tests positive for a drug or drugs;
 2. Results from an alcohol test indicate a breath alcohol level of 0.02 or greater; and/or
 3. The employee has engaged in prohibited conduct as outlined in Section 5.

In the event that a second positive random drug or alcohol test occurs at any time and is not overturned as a result of a split-sample test, the employee will be terminated.

All employees regardless of disciplinary action taken will be advised of resources available to the employee in evaluating or resolving problems associated with drug use or alcohol misuse.

10. Employee Assistance Program Voluntary Referral: The Employer supports employees who volunteer for treatment of alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to utilize the Employee Assistance Program. Any employee who comes forth and notifies the Employer of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. Any such program, however, shall not interfere with the tests required by this policy. For example, an employee cannot identify himself/herself as unfit to work or drive after having been notified of a random or reasonable suspicion test and avoid the consequences for a positive test or a refusal to test. In addition, voluntarily seeking assistance does not excuse any failure to comply with all the provisions of this policy or other policies of the Employer.

Sick leave, vacation leave, then leave of absence without pay may be granted for treatment and rehabilitation as in other illnesses. Insurance coverage for treatment will be provided to the extent of individual coverage. Reasonable confidentiality of information will be exercised.

APPENDIX "D"

EMPLOYEE DEVELOPMENT, TRAINING AND EDUCATION

1. Purpose: To establish the City's Training and Education policy for those employees in the AFSCME Local 3035 Bargaining Unit.
2. Policy: The City encourages employee development and continuing education to improve work performance, upgrade present employee skill levels and to develop new skills by providing reimbursement for eligible employees for expenses incurred in job-related continuing education. Annual performance reviews shall address the training needs of the individual employee and provide a plan for training that will support the employee's growth and enhancement of his/her overall work performance. In all instances in which funding or reimbursement is sought for an employee's costs, fees, and expenses for a particular class, course, seminar, or other educational or training program, such participation and reimbursement must be approved in advance by the employee's supervisor, Department Director, and the Mayor.
3. Conditions:
 - A. All City-sponsored or funded training or educational programs are subject to management discretion, City staffing needs, and the availability of budgeted funds.
 - B. Employees receiving educational benefits or payments from some other source, such as VA benefits, may apply to receive reimbursement for any eligible expenditure not otherwise covered. In no circumstances, will the City provide reimbursement, which amounts to more than 100% of the eligible costs of the program.
 - C. Employees eligible for tuition reimbursement for college courses must be regular full- or regular part-time employees, who have completed their probationary periods.
4. Types of Training:
 - A. City-Initiated training: A Supervisor may require an employee to participate in a seminar or educational program when participation in the program is essential for business operations or when it is deemed by the Supervisor that such training is essential to aid the employee in the performance of job duties. These training sessions may be held either off- site or in-house. Such training must be approved in advance by the Department Director. Training sponsored by the City does not require Mayoral approval. All other training must be approved by the Mayor before registration is made. An employee participating in training required by the City will receive regular pay for the training activity and be eligible for reimbursement of normal business travel expenses if applicable. The City will also pay the cost for the training.
 - B. Employee Requested Training: Employees may request the City to pay for their attendance at special classes or seminars offered by area

colleges, business schools, professional organizations, consulting firms and private business. An employee wishing to take a class, seminar, or course, which is not for college credit must complete a "Conference, Seminar and Training Approval " request form. The form must be approved by the employee's supervisor, Department Director and the Mayor prior to enrollment in the class.

Taking formal classroom courses or participating in other self-development activity during non-duty and evening hours is encouraged. However, an employee's participation in an evening or weekend educational program selected by the employee will generally not be considered compensable time unless otherwise approved by the appropriate Department Director and the Mayor. In such cases, salary or travel expenses will generally not be provided. Questions regarding whether attendance should be considered compensable should be referred to the Human Resources Director.

5. Procedure for Requesting Tuition Reimbursement for College Credit:

- A. Tuition reimbursement for job-related college coursework may be approved in certain specific instances. Any college work for which City funds may be requested must first receive an overall plan approval in writing from an employee's Department Director and the Mayor to assure the final outcome is in the interest of the City as well as the employee. If approved, a copy of the approval will be given to the employee, one retained by the supervisor, and one sent to the Human Resources Department.
- B. The City will reimburse the employee for tuition fees including expenses for books and required supplies subject to the following conditions:
 - 1. The course is a prior approved job-related course offered by a nationally- accredited college or university and has been approved in advance as outlined above.
 - 2. The employee must provide documented evidence of costs and successful completion of the course by having attained a course grade of "C" (or equivalent) or better or "Pass" in a pass/fail environment.
 - 3. The employee has completed the course while remaining on the payroll as an active regular full-time or regular part-time employee, who has completed his/her probationary period.
 - 4. The course is considered conventional course work or independent study, as opposed to credit for "life experience."
- C. All receipts for payments are to be attached to the request for reimbursement.

6. Termination of Employment:

If an employee voluntarily terminates employment within twenty-four (24) months after receipt of tuition reimbursement funding, the employee shall reimburse the City for the amount expended or a prorated portion thereof.

7. Optional Peer and Subordinate Development Process:

- A. A supervisor or employee may develop or identify training needs through a variety of formal and informal sources. Recommendations from other City employees and employees in similar positions at other agencies are often good sources of training and development ideas and recommendations. Optional peer and/or subordinate reviews are offered as a tool for employee development.
- B. Either the supervisor or the employee may request participation in a peer or subordinate review process as part of employee development. In addition, the Division Director, Department Director, or Mayor may request the peer or subordinate review process. In the event this additional process is used, input will be used solely as a tool for development purposes only.
- C. The rater and the employee being reviewed may suggest names of subordinates and/or peers to complete the input forms. The peer input process need not be limited to input from employees within the same department. The final list of evaluators would be the result of joint agreement between the rater and the employee being rated.
- D. If employees of another department are chosen to complete the peer input form, permission from those employees' Department Directors or their designees shall be received prior to the forms being sent out.
- E. Evaluation forms will be completed and returned to the employee by all employees who wish to give input. Participation is not mandatory. The evaluating employee may elect to sign or not sign the completed form.
- F. The employee has the sole discretion on how to use the input forms and may provide information to their supervisor or choose not to share it during the first year of this policy's implementation. After that point, the employee will be required to share the data with their supervisor so specific development goals may be considered.
- G. The City will not permit retaliation against anyone who participates in a peer or subordinate review and development process.

8. Certification Testing Fees.

If the City requires a certification as a condition of employment or continued employment in a specific position, the City may, at its discretion, pay the initial cost of the required certification testing fee. In the event the employee does not pass the certification examination on the first attempt, the City will pay for one (1) additional attempt to take the same certification test. If the employee fails the certification examination a second time, any further costs associated with additional attempts for the same certification shall be the responsibility of the employee. The City makes all determinations on the necessity for certifications, testing,

and this provision shall only apply when the department budget can support city-paid certification testing fees.

Employee requests for certification testing must be made in advance and approved by department director.

When the employee is required to maintain a certification as a condition of continuing employment, the certification renewal fee may be paid by the Employer.

APPENDIX E
COMMUTE TRIP REDUCTION SUBSIDY

MEMORANDUM OF AGREEMENT
by and between
CITY OF LYNNWOOD, WASHINGTON
and
WASHINGTON STATE COUNCIL OF CITY AND COUNTY EMPLOYEES LOCAL
UNION NO. 3035
(Representing the Professional, Technical and Clerical Employees)

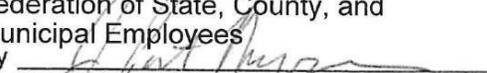
This Appendix is supplemental to the agreement by and between the City of Lynnwood, Washington, hereinafter referred to as the Employer, and the Washington State Council of City and County Employees, Local Union 3035, affiliated with the American Federation of State, County, and Municipal Employees, hereinafter referred to as the Union.

WHEREAS the City encourages employees to use alternative modes of transportation to alleviate traffic congestion within the City through a Commute Trip Reduction subsidy outlined in Lynnwood Municipal Code 2.50.030, as amended by ordinance 2922 on October 24, 2011;

NOW THEREFORE, it is understood and agreed by and between the Employer and the Union that the Commute Trip Reduction subsidy shall continue as stated in LMC 2.50.030 as amended by ordinance 2922 on October 24, 2011.

The parties confirm their agreement to the above terms and conditions through the signatures of the respective parties below:

WASHINGTON STATE COUNCIL OF
CITY AND COUNTY EMPLOYEES;
Local 3035, affiliated with the American
Federation of State, County, and
Municipal Employees

By 
By: Pat Thompson, Staff Representative

Date 6/20/14

By 
Debra Cornelius, Local 3035 President

Date 1 g 1"?> 11,

CITY OF LYNNWOOD, WASHINGTON

By VL
Nicola Smith, Mayor

Date _1_ - _2_ . "_3-_1Y

By 
Lorenzo Hines, Finance Director

Date 6/24/14

APPENDIX “F” WAIVER OF DUAL COVERAGE

This Appendix is supplemental to the agreement by and between the City of Lynnwood, Washington, hereinafter referred to as the Employer, and the Washington State Council of City and County Employees, Local Union 3035, affiliated with the American Federation of State, County, and Municipal Employees, hereinafter referred to as the Union.

Waiver of Dual Coverage Incentive Program Guidelines

Overview

When an employee has family members (spouse and/or eligible dependents) covered under the City of Lynnwood medical insurance program and when the employee’s family members are also covered by another comprehensive health insurance plan provided by an insurance plan other than the City’s, the employee is said to have “dual coverage.” Under the City’s program, non-represented regular full-time employees are now able to waive this dual coverage. This means that they can choose not to have coverage for their eligible family members and will receive a monthly financial incentive. The incentive amount is outlined on the Waiver of Dual Coverage Incentive Pay Schedule. PLEASE NOTE THAT TRICARE ELIGIBLE EMPLOYEES AND FAMILY MEMBERS ARE NOT ELIGIBLE TO PARTICIPATE IN THIS PROGRAM.

Scope/Limitations

- This program is voluntary.
- All employees are required to retain coverage for themselves through the City.
- This program is limited to medical coverage only. Dental, vision and life insurance will remain in effect for all eligible dependents in compliance with AWC Benefits Trust requirements.
- The program is available to employees with a spouse and/or dependents who are covered by both a City of Lynnwood medical insurance plan and another continuous, comprehensive medical insurance plan.
- Nothing in this program prohibits employees from enrolling new family members in the City’s medical coverage.
- Employees must sign a waiver that certifies that their spouse and/or dependents have other medical coverage and acknowledge the conditions for re-enrollment on the employee’s medical plan.
- Employees must also submit a certification of coverage and attach it to the waiver.

Re-enrollment on the City’s medical plan is available:

- During the annual open enrollment period each year with coverage effective date of January 1 the following year.
- Mid-year if an eligible dependent loses their other medical coverage provided there has been no break in coverage between the end of the other insurance coverage and enrolling onto the City medical plan.
- Proof of continuous, comprehensive medical coverage is required for mid-year

re-enrollment.

- Enrollment in the Program will remain in effect until:
- The employee exercises re-enrollment privileges outlined above, or
- The employees' spouse and/or dependents are no longer eligible for City of Lynnwood medical coverage under any circumstance.
- Incentive payments will only be made if there is an actual savings in the premiums the City is paying. (For example, if an employee has three children on the City of Lynnwood medical coverage and they drop one child, there is no change in the premium. Therefore, they would not be eligible for incentive pay.)

Waiver of Dual Coverage Incentive Pay Schedule

Dependent Category	Employee Incentive Per Month	Employee Incentive Per Year
Spouse or First Dependent	\$75.00	\$900.00
Additional Dependent	\$50.00	\$600.00
Additional Dependent	\$50.00	\$600.00

- Maximum incentive amount per month = \$175.00 or \$2,100 per year.
- Incentive amounts are payable monthly as a non-taxable cash benefit.
- Incentive payments will only be made if there is a decrease in the actual premiums the City is paying. (For example, if an employee has three children on the City of Lynnwood medical coverage and they drop one child, there is no change in the premium. Therefore, they would not be eligible for incentive pay.)

The City of Lynnwood retains the right to revoke, modify or cancel this program at any time.

APPENDIX "G"

POSITION SALARY REVIEW PROCESS AND SALARY DATA FORM

If an AFSCME employee wishes their position **salary** to be reviewed, following is the process to be followed:

- A. The employee will discuss the position salary with AFSCME Executive Board and/or Staff Representative
- B. If the AFSCME Executive Board and/or Staff Representative believes there is merit in the employee's request, the request for position salary review will be added to the next Labor/Management meeting.
- C. The following will be provided to the City at the Labor/Management meeting:
 1. Compensation data from **at least 4 of the cities** that are agreed comparable cities. The agreed comparable cities include:
 - Auburn
 - Bothell
 - Edmonds
 - Everett
 - Federal Way
 - Issaquah
 - Kent
 - Kirkland
 - Marysville
 - Mountlake Terrace
 - Mukilteo
 - Redmond
 - Renton
 - Sammamish
 - SeaTac
 - Shoreline
 - Tukwila
 2. Compensation data will be summarized on the attached form.
- D. The City will review the information received at the Labor/Management meeting and provide a response to the Union within 15 working days of receipt advising if the City finds merit or not.
- E. If the City agrees that there is merit in reviewing the position salary, the City will perform its own salary compensation study of the position and provide the union written results within 90 days of receipt of the information.
- F. **It is important to note that going through this process will in no way**

CITY COUNCIL 12.E

**CITY OF LYNNWOOD
CITY COUNCIL**

TITLE: Reappointment of Planning Commissioners (2)

DEPARTMENT CONTACT: Karl Almgren, Development and Business Services

SUMMARY:

Reappoint two members to Planning Commission for a new term expiring 12/31/2029.

PRESENTER:

Karl Almgren, AICP, Community Planning Manager

ESTIMATED TIME:

0

BACKGROUND:

The Mayor has reviewed the requests for renewal from the Planning Commission members noted and has approved all of them for another term. Both members attended a minimum of 75% of all regularly scheduled meetings, workshops, and special meetings. The present status of the board is as follows: Position 1: Sue Phillips, position expires 12/31/2028 Position 2: Matthew Cail, position expires 12/31/2025 Position 3: Dorina Katro, position expires 12/31/2025 Position 4: Noel Baca, position expires 12/31/2026 Position 5: Patrick Robinson, position expires 12/31/2027 Position 6: Kelly Betts, position expires 12/31/2027 Position 7: Bob Larsen, Chair, position expires 12/31/2028

SUGGESTED ACTION:

Reappoint Board Members Matthew Cail (Position #2) and Dorina Katro (Position #3).

PREVIOUS COUNCIL ACTIONS:

September 28, 2020 - Original Appointment: Matthew Cail (Position 2)

June 23, 2025 - Original Appointment: Dorina Katro (Position 3)

DEPARTMENT ATTACHMENTS

Description:

CITY COUNCIL 12.F
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: AXON Contract Renewal

DEPARTMENT CONTACT: Scott Dilworth, Police

SUMMARY:

AXON Contract Renewal

PRESENTER:

Commander Scott Dilworth

ESTIMATED TIME:

0

BACKGROUND:

The police department contracts with AXON to provide body worn cameras, licensing, storage, and related software. The proposed contract renews the agreement for a period of five (5) years and by locking in the contract now, we will benefit from 2025 rates. This is a continuation of the service provided by AXON to the police department since 2021. Having body worn cameras allows the department to comply with State law (RCW 10.122 Uniform Electronic Recordation of Custodial Interrogations Act), provides transparency and accountability, and is an industry standard for public safety in Washington State.

SUGGESTED ACTION:

Approve contract with AXON and authorize use of funds from Fund 105 in the amount of \$86,264.63 to cover cost of first year of the contract in 2026.

FUNDING:

The total cost of the contract is \$1,067,897.14 over five years. The cost in 2026, the first year of the contract period, will be \$86,264.63. The Department plans to utilize Fund 105 to cover the cost in 2026. The remaining years will be reflected in the respective biennium budgets when proposed.

DEPARTMENT ATTACHMENTS

Description:

[Q-757564-45986KH.pdf](#)



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic:(800) 978-2737
 International: +1.800.978.2737

Q-757564-45986KH

Issued: 11/25/2025

Quote Expiration: 11/12/2025

Estimated Contract Start Date: 02/01/2026

Account Number: 108732

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Lynnwood Police Dept. - WA 19321 44th Ave W Lynnwood, WA 98036-5664 USA	Lynnwood Police Dept. - WA PO Box 5008 Lynnwood WA 98046-5008 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484	Scott Dilworth Phone: 425-670-5607 Email: sdilworth@lynnwoodwa.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$974,297.10
ESTIMATED TOTAL W/ TAX	\$1,067,897.14

Discount Summary

Average Savings Per Year	\$145,072.44
TOTAL SAVINGS	\$725,362.20

Payment Summary

Date	Subtotal	Tax	Total
Jan 2026	\$79,396.70	\$6,867.93	\$86,264.63
Jan 2027	\$223,725.10	\$21,682.97	\$245,408.07
Jan 2028	\$223,725.10	\$21,682.97	\$245,408.07
Jan 2029	\$223,725.10	\$21,682.97	\$245,408.07
Jan 2030	\$223,725.10	\$21,683.20	\$245,408.30
Total	\$974,297.10	\$93,600.04	\$1,067,897.14

Quote Unbundled Price: \$1,699,593.90
 Quote List Price: \$1,356,669.90
 Quote Subtotal: \$974,297.10

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER BALANCE - GOODS	1			\$1.00	(\$50,837.87)	(\$50,837.87)	(\$5,388.82)	(\$56,226.69)
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	(\$40,222.63)	(\$40,222.63)	(\$4,263.59)	(\$44,486.22)
B00056	BUNDLE - UNLIMITED PLUS ISLE WITH VR	82	60	\$318.85	\$249.15	\$211.78	\$1,041,957.60	\$100,772.05	\$1,142,729.65
A la Carte Hardware									
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	3			\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101408	AXON FUSUS - CORE - CAD	1			\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	7			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	56			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
ProLicense	Pro License Bundle	8	60		\$48.82	\$48.75	\$23,400.00	\$2,480.40	\$25,880.40
A la Carte Services									
73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1			\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	48		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	48		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$974,297.10	\$93,600.04	\$1,067,897.14

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	01/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	56	1	01/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	62	1	01/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	62	1	01/01/2026
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	62	1	01/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	7	1	01/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	7	1	01/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	7	1	01/01/2026
BUNDLE - UNLIMITED PLUS ISLE WITH VR	100126	AXON VR - TACTICAL BAG	4	1	02/01/2026
BUNDLE - UNLIMITED PLUS ISLE WITH VR	100748	AXON VR - CONTROLLER - TASER 10	4	1	02/01/2026
BUNDLE - UNLIMITED PLUS ISLE WITH VR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	1	02/01/2026
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101120	AXON VR - HOLSTER - T10 BLADE-TECH GRAY - RH	4	1	02/01/2026
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101294	AXON VR - TABLET	4	1	02/01/2026
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101300	AXON VR - TABLET CASE	4	1	02/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101751	AXON VR - HEADSET - HTC FOCUS VISION	4	1	02/01/2026
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101886	SIGNAL SENSOR	82	1	02/01/2026
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101889	AXON SIGNAL - BATTERY - CR2032	82	1	02/01/2026
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	3	1	02/01/2026
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	02/01/2026
BUNDLE - UNLIMITED PLUS ISLE WITH VR	100210	AXON VR - TAP REFRESH 1 - TABLET	4	1	08/01/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	1	08/01/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	1	08/01/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	1	08/01/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	84	1	08/01/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	11	1	08/01/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	84	1	01/01/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	11	1	01/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101705	AXON FUSUS - LICENSE - PRO USER	82	02/01/2026	01/31/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	150	02/01/2026	01/31/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR	20370	AXON VR - USER ACCESS - FULL VR	82	02/01/2026	01/31/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	82	02/01/2026	01/31/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	82	02/01/2026	01/31/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73618	AXON COMMUNITY REQUEST	82	02/01/2026	01/31/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73638	AXON STANDARDS - LICENSE	82	02/01/2026	01/31/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	82	02/01/2026	01/31/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	82	02/01/2026	01/31/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	82	02/01/2026	01/31/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73739	AXON PERFORMANCE - LICENSE	82	02/01/2026	01/31/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	82	02/01/2026	01/31/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	24	02/01/2026	01/31/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	8	02/01/2026	01/31/2031

Services

Bundle	Item	Description	QTY
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	5
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1
BUNDLE - UNLIMITED PLUS ISLE WITH VR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	82
A la Carte	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED PLUS ISLE WITH VR	100197	AXON VR - EXT WARRANTY - HEADSET	4	02/01/2027	01/31/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR	100213	AXON VR - EXT WARRANTY - TABLET	4	02/01/2027	01/31/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	02/01/2027	01/31/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	02/01/2027	01/31/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR	80464	AXON BODY - TAP WARRANTY - CAMERA	82	02/01/2027	01/31/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR	80464	AXON BODY - TAP WARRANTY - CAMERA	2	02/01/2027	01/31/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	11	02/01/2027	01/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	02/01/2027	01/31/2031

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	02/01/2027	01/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	19321 44th Ave W	Lynnwood	WA	98036-5664	USA

Payment Details

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	(\$50,837.87)	(\$5,388.82)	(\$56,226.69)
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$40,222.63)	(\$4,263.59)	(\$44,486.22)
Year 1	B00056	BUNDLE - UNLIMITED PLUS ISLE WITH VR	82	\$166,713.20	\$16,123.48	\$182,836.68
Year 1	H00001	AB4 Camera Bundle	56	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	7	\$0.00	\$0.00	\$0.00
Year 1	ProLicense	Pro License Bundle	8	\$3,744.00	\$396.86	\$4,140.86
Total				\$79,396.70	\$6,867.93	\$86,264.63

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	3	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	B00056	BUNDLE - UNLIMITED PLUS ISLE WITH VR	82	\$218,811.10	\$21,162.09	\$239,973.19
Year 2	H00001	AB4 Camera Bundle	56	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	7	\$0.00	\$0.00	\$0.00
Year 2	ProLicense	Pro License Bundle	8	\$4,914.00	\$520.88	\$5,434.88
Total				\$223,725.10	\$21,682.97	\$245,408.07

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	B00056	BUNDLE - UNLIMITED PLUS ISLE WITH VR	82	\$218,811.10	\$21,162.09	\$239,973.19
Year 3	H00001	AB4 Camera Bundle	56	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	7	\$0.00	\$0.00	\$0.00
Year 3	ProLicense	Pro License Bundle	8	\$4,914.00	\$520.88	\$5,434.88
Total				\$223,725.10	\$21,682.97	\$245,408.07

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	B00056	BUNDLE - UNLIMITED PLUS ISLE WITH VR	82	\$218,811.10	\$21,162.09	\$239,973.19
Year 4	H00001	AB4 Camera Bundle	56	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	7	\$0.00	\$0.00	\$0.00

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	ProLicense	Pro License Bundle	8	\$4,914.00	\$520.88	\$5,434.88
Total				\$223,725.10	\$21,682.97	\$245,408.07

Jan 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	B00056	BUNDLE - UNLIMITED PLUS ISLE WITH VR	82	\$218,811.10	\$21,162.30	\$239,973.40
Year 5	H00001	AB4 Camera Bundle	56	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	7	\$0.00	\$0.00	\$0.00
Year 5	ProLicense	Pro License Bundle	8	\$4,914.00	\$520.90	\$5,434.90
Total				\$223,725.10	\$21,683.20	\$245,408.30

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-332750, Q-361449, Q-392382, Q-551535, Q-588359

Agency is terminating those contracts effective 2/1/2026 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$91,060.50

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

11/25/2025



CITY COUNCIL 12.G

**CITY OF LYNNWOOD
CITY COUNCIL**

TITLE: Reappoint Human Services Commission Member Vanessa Villavicencio

DEPARTMENT CONTACT: Kyle Ward, Parks, Recreation and Cultural Arts

PRESENTER:

Kyle Ward, Human Services Coordinator

ESTIMATED TIME:

0

SUGGESTED ACTION:

Reappoint Vanessa Villavicencio to the Human Services Commission Position #1 for a new term expiring December 31, 2028.

DEPARTMENT ATTACHMENTS

Description:

[Vanessa Villavicencio Meeting Attendance 2023.pdf](#)

Vanessa Villavicencio Meeting Attendance 2023-25

Human Services Commission

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
2023	Y	Y	Y	Y	NA	Y	NA	NA	Y	N	Y	NA
2024	Y	Y	Y	Y	Y	Y	NA	Y	Y	Y	Y	Y
2025	N	N	N	N	Y	Y	Y	Y	Y	N		

CITY COUNCIL 12.H

**CITY OF LYNNWOOD
CITY COUNCIL**

TITLE: Contract Supplement: Connecting Lynnwood Poplar Way Bridge

DEPARTMENT CONTACT: Nicholas Barnett, Public Works

SUMMARY:

Contract supplement with Perteet, Inc. for construction engineering support of the Poplar Way Bridge project.

PRESENTER:

Nicholas Barnett, Engineering Manager and David Mach, City Engineer

ESTIMATED TIME:

0

BACKGROUND:

The contract total currently is \$5,594,978.00. Public Works staff is requesting to increase the contract by \$1,250,000.00, which will result in a new contract total of \$6,843,129.00. This request/change is to cover the construction engineering support for the upcoming construction phase.

The Poplar Way Extension Bridge project was identified as a high priority part of the City Center Access Study. The project will construct a 6 lane bridge over Interstate 5 from the intersection of 196th St SW and Poplar Way to the intersection of Alderwood Mall Boulevard and 33rd Ave W. Completing a vital connection across Interstate 5. The project is currently out for advertisement with a tentative construction start in March of 2026. The City has now been able to secure \$10 million in state funds through a state transportation funding package, \$25 million through the federal RAISE grant program, \$5.465 million through the PSRC STBG program and \$5 million from the Transportation Improvement Board. Construction is estimated to cost \$43 million plus administrative costs and contingencies.

SUGGESTED ACTION:

Authorize the Mayor to enter into and execute on behalf of the City, a contract supplement of \$1,250,000.00 with Perteet, Inc. for construction engineering support services related to the Connecting Lynnwood: Poplar Way Bridge project, in an amount not to exceed a total contract value of \$6,844,978.00.

PREVIOUS COUNCIL ACTIONS:

Ordinance #2889, Establishing the project Financial Plan and awarding Phase 1 design.
Ordinance #2964, Updating the project Financial Plan and awarding Phase 2 design.

Ordinance #3056, Updating the project Financial Plan due to 30% PS&E comments.
Ordinance #3144, Updating the project Financial Plan due to 60% PS&E comments.
Ordinance #3157, Updating the project Financial Plan due to beginning ROW Phase.
Business Meeting July 23, 2018, ROW Property Purchase Agreement(s): Poplar Way Extension Bridge
Business Meeting October 10, 2022 Consultant Contract Supplement: Poplar Way Extension Bridge
Business Meeting January 22, 2024 Consultant Contract Supplement: Poplar Way Extension Bridge
Business Meeting August 9, 2024 Consultant Contract Supplement: Poplar Way Extension Bridge

FUNDING:

The project costs are not being paid for by the general fund. The project costs are consistent with the adopted 2025-26 biennial budget and are anticipated to be consistent with future budgets.

Utility Fund 411;
REET 2 Fund 330;
Traffic Impact Fund 110;
Transportation Benefit District Fund 150;
Federal IMD Grant
Federal STP Grant
State TIB Grant

VISIONS AND PRIORITIES ALIGNMENT:

The Lynnwood Community Vision states that the City is to “be a welcoming city that builds a healthy and sustainable environment.” The Poplar Way Extension Bridge Project supports that vision and results in an important improvement to the City’s infrastructure that links City of Lynnwood programs, policies, comprehensive plans, mission, and ultimately the Community Vision. The project is a supporting capital project that is listed specifically in the City of Lynnwood 6 Year Transportation Improvement Plan (TIP) and Capital Facilities Plan (ST2006088A). Furthermore, this project meets the goal of providing necessary street capacity in support of the City Center expansion as well as providing overall capacity for the I5 corridor, as was analyzed in the I5 Access Study.

DEPARTMENT ATTACHMENTS

Description:

CITY COUNCIL 12.I

CITY OF LYNNWOOD CITY COUNCIL

TITLE: Contract: Connecting Lynnwood Poplar Way Bridge - Puget Sound Energy

DEPARTMENT CONTACT: Nicholas Barnett, Public Works

SUMMARY:

Contract with Puget Sound Energy to relocate a gas main due to conflicts with the project's new stormwater infrastructure.

PRESENTER:

Nicholas Barnett, Engineering Manager and David Mach, City Engineer

ESTIMATED TIME:

0

BACKGROUND:

This contract will allow the City to have PSE temporarily relocate a gas main that is currently located where the project needs to build a stormwater detention vault. However the only place to relocate the gas main within public ROW, is close to the City's watermain and sanitary sewer main. This would be a costly issue if the City needs to perform future work on our utilities. Because of that reason the City has requested that PSE perform a second relocation after the stormwater vault is built to have the gas main placed back in its original location. Under the existing franchise agreement the City can only request the utility franchisee relocate a utility once in a five year period at the full cost of the franchisee. Therefore, this second relocation cost is the responsibility of the City.

SUGGESTED ACTION:

Authorize the Mayor to enter into and execute on behalf of the City, a contract with Puget Sound Energy for utility relocation services related to the Connecting Lynnwood: Poplar Way Bridge project, in an amount not to exceed a total contract value of \$125,000.00.

PREVIOUS COUNCIL ACTIONS:

Ordinance #2889, Establishing the project Financial Plan and awarding Phase 1 design.

Ordinance #2964, Updating the project Financial Plan and awarding Phase 2 design.

Ordinance #3056, Updating the project Financial Plan due to 30% PS&E comments.

Ordinance #3144, Updating the project Financial Plan due to 60% PS&E comments.

Ordinance #3157, Updating the project Financial Plan due to beginning ROW Phase.

Business Meeting July 23, 2018, ROW Property Purchase Agreement(s): Poplar Way Extension Bridge

Business Meeting October 10, 2022 Consultant Contract Supplement: Poplar Way Extension Bridge

Business Meeting January 22, 2024 Consultant Contract Supplement: Poplar Way Extension Bridge

Business Meeting August 9, 2024 Consultant Contract Supplement: Poplar Way Extension Bridge

FUNDING:

The project costs are not being paid for by the general fund. The project costs are consistent with the adopted 2025-26 biennial budget and are anticipated to be consistent with future budgets.

- Utility Fund 411;
- REET 2 Fund 330;
- Traffic Impact Fund 110;
- Transportation Benefit District Fund 150;
- Federal IMD Grant
- Federal STP Grant
- State TIB Grant

VISIONS AND PRIORITIES ALIGNMENT:

The Lynnwood Community Vision states that the City is to “be a welcoming city that builds a healthy and sustainable environment.” The Connecting Lynnwood: Poplar Way Bridge project supports that vision and results in an important improvement to the City’s infrastructure that links City of Lynnwood programs, policies, comprehensive plans, mission, and ultimately the Community Vision. The project is a supporting capital project that is listed specifically in the City of Lynnwood 6 Year Transportation Improvement Plan (TIP) and Capital Facilities Plan (ST2006088A). Furthermore, this project meets the goal of providing necessary street capacity in support of the City Center expansion as well as providing overall capacity for the I5 corridor, as was analyzed in the I5 Access Study.

DEPARTMENT ATTACHMENTS

Description:

CITY COUNCIL 13.A

CITY OF LYNNWOOD CITY COUNCIL

TITLE: Ordinance: Permit Services Fee Update

DEPARTMENT CONTACT: Karl Almgren, Development and Business Services

SUMMARY:

The proposed ordinance will increase permitting fees to attain full cost recovery based on direction from City Council from November 19, 2025.

PRESENTER:

Ben Wolters, AICP, DBS Director, and Karl Almgren, AICP, Community Planning Manager

ESTIMATED TIME:

20

BACKGROUND:

On November 19, 2025, DBS presented possible changes to the fee structure for permitting services. The fee structure changes for the permitting services advances the phased cost recovery model.

Proposed changes include:

- Implementing a 12% increase to reach full cost recovery, plus 2.7% of CPI.
- Base charge to align with 1/2 hour of staff time (\$114).
- Fee increase on projects valued at \$5,000,000 or more.

Projects valued more than \$5,000,000.00 are considered Major Projects and typically span multiple years requiring additional staffing throughout the project's development.

SUGGESTED ACTION:

Motion to approve Ordinance ____ amending LMC 3.104.080; LMC 3.104.090; LMC 3.104.120; LMC 3.104.130, LMC 3.104.140; LMC 3.104.150; LMC 104.160, and LMC 3.104.170 and providing for an effective date, severability, and summary publication.

PREVIOUS COUNCIL ACTIONS:

On November 19, 2025: DBS Staff presented possible changes the fee structure for permitting services. Staff has updated the ordinances to implement those changes and is requesting approval.

On December 4, 2023: City Council updated Permit Services Fee Schedule with a five year based recovery and Consumer Price Index (CPI) increase as recommended through a fee

study.

FUNDING:

Permit revenue is significantly impacted by Major Projects (valued at <\$5M). In 2024, Lynnwood had \$63M of permit valuation for Major Projects. The current Major Project pipeline for 2026 includes a range of \$188M up to approximately \$307M of permit valuation.

Based on this range, additional projected revenue for revised permitting services is between \$537,000 and \$2,000,000.

DEPARTMENT ATTACHMENTS

Description:

[Permit Fee 2025 Adjustment Follow Up.pdf](#)

[Ordinance for Permit Fee Update Strikethrough Version.pdf](#)

[Ordinance for Permit Fee Update Clean Version.pdf](#)



LYNNWOOD
WASHINGTON

A great deal more

***Permit Fees and
Business License Ordinances***
City Council Business Meeting
December 8, 2025

November 19th Permit Fees Discussion

- Presented
 - Cost of Services & Recovery Rate
 - Current Path for Permit Fees & Alternatives
- Discussion
 - Cost of Service Gap Expedited Closure (14.7% Increase)
 - Increasing Base Fee of Permits
 - Incremental Increases to Larger Projects

Permit Fees Background

Current Structure is Based on Fee Study by FCS Group Presented to City Council in 2023

- Includes Allowable Direct, Indirect, and Overhead Costs
 - Excludes Unallowable Costs (Long Range Planning, Economic Development, Code Enforcement)
 - FCS Study Indicated a 28% Increase and Annual Indexing to CPI to Attain Cost Recovery
 - *Phased Approach Anticipated General Fund Support*
- Goal is 100% Cost Recovery (*Phased Approach*)
 - 2025 Q1-Q3: 86% Cost Recovery (Estimated)
 - Anticipated Cost Recovery: 88%
 - Permit Volumes Up from 2024 but Comprised of Permits with Lower Cost Recovery

Permit Revenues and Costs 2025 Q1 - Q3

Revenues ¹	2,264,536
Costs ²	2,638,917
Revenues minus Costs	(374,381)

¹ Data Source SmartGov

² Data Sources Munis and Quarterly Fire Fees Report



Proposed Permit Fee Rate Increases based on Council Feedback

- 14.7% Across All Permits
- Increase Base Rate of Building and Electrical Permits to ~ 1/2 hr
- Increase Projects Valued at Greater Than \$5M at 35%
- Inflation Based Increases Scheduled for 2027 and 2028
- Staff Anticipates Fee Study to Set Rates in 2029

How Do We Compare?

Comparable Cities		Project Valuations							
		\$ 1,200	\$ 10,500	\$ 37,000	\$ 79,000	\$ 250,000	\$ 786,000	\$ 1,600,000	\$ 83,333,000
Permit Fees	Lynnwood Proposed	\$ 125.47	\$ 385.84	\$ 958.19	\$ 1,547.75	\$ 3,361.16	\$ 8,566.24	\$ 13,970.91	\$ 456,468.11
	Average w/o Lynnwood	\$ 94.32	\$ 369.16	\$ 994.86	\$ 1,676.88	\$ 3,516.36	\$ 8,914.33	\$ 15,024.57	\$ 573,363.13
	Mountlake Terrace	\$91.50	\$ 298.75	\$ 800.00	\$ 1,318.25	\$ 2,787.50	\$ 7,337.50	\$ 12,850.00	\$ 441,948.25
	Everett	\$71.00	\$ 294.48	\$ 800.86	\$ 1,323.58	\$ 2,867.74	\$ 7,185.58	\$ 12,215.74	\$ 480,545.83
	Bothell	\$79.00	\$ 282.50	\$ 762.00	\$ 1,550.00	\$ 2,824.00	\$ 7,080.00	\$ 12,515.00	\$ 584,646.00
	Redmond	\$86.19	\$ 361.68	\$ 985.68	\$ 1,629.70	\$ 3,529.89	\$ 8,833.93	\$ 14,999.92	\$ 588,765.58
	SeaTac 2026	\$ 121.00	\$ 489.00	\$ 1,297.00	\$ 2,145.00	\$ 4,623.00	\$11,555.00	\$ 18,923.00	\$ 672,787.00
	Kent	\$ 98.26	\$ 412.97	\$ 1,123.95	\$ 1,857.66	\$ 3,736.95	\$10,071.15	\$ 16,439.06	\$ 582,031.42
	Federal Way	\$ 99.57	\$ 428.39	\$ 1,178.41	\$ 1,934.88	\$ 4,172.33	\$10,337.96	\$ 17,514.37	\$ 690,176.96



Permit Fee Revenue Projections

- 2024 Permit Levels for Revenue Projections
- ‘Major’ Projects with >\$5M Valuations
 - 2024 - \$63M Total
 - 2026 - \$188M to \$307M
 - Projects Span Multiple Years

	Low	High
Total >\$5M Project Valuation	\$188,000,000	\$307,000,000
Revenue Changes for all permits	+\$537,000	+\$2,000,000



Business License Fee Ordinance

- November 19, 2025 presented
 - Background and Status
 - Two Fee Increase Scenarios
 - CPI since 2016 (44.69% Increase)
 - CPI since 2019 (32.80% Increase)
- Fee ordinance prepared
 - Based on Council Guidance (CPI since 2019)
 - WA Department of Revenue Requires 75-day notice
 - Effective Date March 1, 2026

Business License Revenue Projections

Base Fee Revenues	5 Year Average	Additional Revenue at 32.80% Increase	2026 Revenue with Full Year Scenario	Additional Revenue with Notice Period	2026 Revenue Scenario with Notice Period
General Business	235,559	73,554	309,113	61,295	296,854
General Non-Resident	243,383	84,926	328,309	70,772	314,155
Home Occupation	32,795	12,601	45,396	10,501	43,296
Total	511,737	171,081	682,818	142,568	654,305
Base Employee Fee (Head Tax) Revenues					
Per employee working 15 or more hours per week	1,207,352	371,873	1,579,225	309,894	1,517,246
Per employee working 14 or less hours per week	385,709	125,266	510,975	104,388	490,097
Total	1,593,062	497,139	2,090,201	414,283	2,007,345
Combined Total	2,104,799	668,220	2,773,019	556,850	2,661,649

Note: Does not include Short Term or Regulatory Licenses



LYNNWOOD
WASHINGTON

A great deal more

Thank You



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, RELATING TO FEES CHARGED BY THE CITY, AMENDING LMC 3.104.080, LMC 3.104.090, LMC 3.104.120, LMC 3.104.130, LMC 3.104.140, LMC 3.104.150, LMC 3.104.160, AND LMC 3.104.170, AND PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY AND SUMMARY PUBLICATION

WHEREAS, fees for City services are authorized by the Lynnwood Municipal Code (LMC), and are codified as Chapter 3.104 LMC, which is generally referred to as the “Fee Schedule”; and

WHEREAS, the Fee Schedule is revised periodically to address changing conditions; and

WHEREAS, the director of Development and Business Services (DBS) has determined that adjustments to fees related to permitting, construction, and land use are prudent and warranted; and

WHEREAS, the goal of the proposed fees is to attain full cost recovery for permitting services; and

WHEREAS, the provisions of this ordinance are procedural in nature and are exempt from SEPA threshold determination and EIS requirements as specified by to WAC 197-11-800(19); and

WHEREAS, the City Council has determined that the provisions of this ordinance are in the interest of the public’s health, safety and general welfare;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Purpose: The purpose of this ordinance is to amend the Fee Schedule in LMC 3.104.

Section 2. Amendments:

2.A: LMC 3.014.080 is amended as provided by Exhibit A to this Ordinance.

2.B: LMC 3.104.090 is amended as provided by Exhibit B to this Ordinance.

Xxxx (Ord #)

- 38 2.C: LMC 3.104.120 is amended as provided by Exhibit C to this Ordinance.
- 39 2.D: LMC 3.104.130 is amended as provided by Exhibit D to this Ordinance.
- 40 2.E: LMC 3.104.140 is amended as provided by Exhibit E to this Ordinance.
- 41 2.F: LMC 3.104.150 is amended as provided by Exhibit F to this Ordinance.
- 42 2.G: LMC 3.104.160 is amended as provided by Exhibit G to this Ordinance.
- 43 2.H: LMC 3.104.170 is amended as provided by Exhibit H to this Ordinance.

44
45 Section 3. Future Amendments: Fees will be updated annually based on the Consumer Price
46 Index (CPI) for the Seattle-Tacoma-Bellevue CPI-W for June to June, published annually.

47
48 Section 4. Severability: If any section, sentence, clause or phrase of this ordinance should be
49 held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or
50 unconstitutionality shall not affect the validity or constitutionality of any other section,
51 sentence, clause or phrase or word of this ordinance.

52
53 Section 5. Effective Date: This ordinance or an approved summary thereof consisting of its title
54 shall be published in the City’s official newspaper of record and shall take effect and be in full
55 force on January 1, 2026.

56
57 PASSED BY THE CITY COUNCIL THIS XX day of XXXXXXX, 20XX.

58
59 APPROVED:

60
61
62 _____
63 Christine Frizzell, Mayor

64
65 ATTEST/AUTHENTICATED:

66 APPROVED AS TO FORM:

67
68 _____
69 Luke Lonie, City Clerk

70 _____
Lisa Marshall, City Attorney

Exhibit A - Title 8 Fees (Unified Development Code Fees)

Exhibit A
Ordinance No. _____

The fees and charges set forth in Table 3.104.080 are the city of Lynnwood’s fees and charges related to the provisions of LMC Title 8.

Table 3.104.080. LMC Title 8 Fees and Charges

LMC Title 8 - Unified Development Code			
Type of Fee	Note	2025 Fee	2026 Fee
Administrative Amendment		<u>\$1,922.00</u>	<u>\$2,205.00</u>
Annexation		N/A	N/A
Appeals	Nonapplicant	<u>\$500.00</u>	<u>\$575.00</u>
	Business license, home occupation	<u>\$500.00</u>	<u>\$575.00</u>
	Business license, all other	<u>\$1,000.00</u>	<u>\$1,150.00</u>
	Appeal to hearing examiner – Applicant	<u>\$1,000.00</u>	<u>\$1,150.00</u>
Banner Permit	Per Occupancy	<u>\$52.00</u>	<u>\$60.00</u>
Binding Site Plan	Preliminary	<u>\$12,811.00</u>	<u>\$14,695.00</u>
	Final	<u>\$6,405.00</u>	<u>\$7,345.00</u>
Boundary Line Adjustment or Lot Combination		<u>\$1,922.00</u>	<u>\$2,205.00</u>
City Attorney Support		Actual Cost	Actual Cost
Conditional Use Permit		<u>\$6,387.00</u>	<u>\$7,325.00</u>
Development Agreement*		<u>\$3,013.00</u>	<u>\$3,455.00</u>
Essential Public Facility	Local	<u>\$1,922.00</u>	<u>\$2,205.00</u>
	Regional or State	<u>\$25,621.00</u>	<u>\$29,385.00</u>
Hearing Examiner		<u>\$650.00</u>	<u>\$745.00</u>
Miscellaneous Plan Review	Fee of review not related to a listed permit type	<u>\$358.00</u>	<u>\$410.00</u>
Planned Unit Development		<u>\$12,811.00</u>	<u>\$14,695.00</u>
Preapplication Meeting	Fee <u>may be</u> credited towards development review charges*	<u>\$215.00</u>	<u>\$250.00</u>
Project Development Review	Under 5,000 gross square feet	<u>\$1,922.00</u>	<u>\$2,205.00</u>
Project Development Review	5,000 gross square feet and above	<u>\$19,215.00</u>	<u>\$22,040.00</u>

Proposed Amendment List, Comprehensive Plan Amendment, or UDC Text Amendment		\$3,500.00	\$4,015.00
Public Notice, Annual Mailing Request	Mailing notice to any person who has requested such notice in writing for the calendar year	\$285.00	\$325.00
Public Noticing	Assessed on projects that require public noticing per Chapter 8.90 LMC	\$200.00	\$230.00
Rezone		\$12,811.00	\$14,695.00
Subdivision, Full 10 or More Lots (Plat or Unit Lot Subdivision)	Creating 10 or more lots Preliminary	\$19,215.00	\$14,695.00
	Final		\$7,345.00
Subdivision, Short	Creating 2 lots	\$2,562.00	
	Creating 3 to 9 lots	\$9,608.00	
Subdivision, 3 to 9 Lots (Plat or Unit Lot Subdivision)	Preliminary		\$7,465.00
	Final		\$3,735.00
Subdivision, 2 Lots (Plat or Unit Lot Subdivision)	Preliminary		\$1,960.00
	Final		\$980.00
Sign with Searchlights	Per permit	\$111.00	\$125.00
Small Wireless Facility, Permit Review	Up to 5 small wireless facilities	\$640.00	\$735.00
	Each additional small wireless facility	\$128.00	\$145.00
Small Wireless Facility, Right-of-Way Access, and/or Attachment to City-Owned Pole/Structure	Per year, per pole/structure	\$345.00	\$395.00
STEP Housing		\$193.00	\$220.00
Unified Development Code Interpretation		\$1,282.00	\$1,470.00
Variance	Single-Family	\$640.00	\$735.00
	Standard (Non-Single-Family)	\$3,843.00	\$4,410.00
Wireless Communication Facility		\$6,387.00	\$7,325.00
Zoning Verification Letter		\$193.00	\$400.00

*Development agreement fees are deposits to trust accounts to cover city attorney fees and public notice costs, which will be paid from the deposit. Excess funds remaining after approval, denial, or withdrawal of the development agreement application will be refunded to the applicant. City attorney fees and public notice costs that exceed the original deposit will be charged to the applicant, who must pay the excess costs within 30 days of receipt of an invoice from the city of Lynnwood for the excess costs.

Exhibit B - Title 9 Fees (Fire)

Exhibit B
Ordinance No. _____

The fees and charges set forth in Table 3.104.090 are the city of Lynnwood fees and charges related to the provisions of LMC Title 9.

Table 3.104.090. LMC Title 9 Fees and Charges

LMC TITLE 9 – FIRE PERMITS, INSPECTIONS, AND SERVICE FEES			
Type of fee	Note	2025 Fee	2026 Fee
Plan Review Fees			
Plan Review Not Associated With a Building Permit	Minimum 1 hour	\$199.00	<u>\$228.00</u>
When Associated With a Building Permit		25% of the building permit fee	25% of the building permit fee
Other	Minimum 1 hour @ \$199.00 per hour	\$199.00	<u>\$228.00</u>
Inspection Fees			
Inspection Fees	Minimum 1 hour	\$199.00	<u>\$228.00</u>
Reinspection	Work concealed without inspection or work not ready at time of inspection		
	First reinspection	\$199.00	<u>\$228.00</u>
	Second reinspection	\$199.00	<u>\$228.00</u>
	Third+ reinspection	\$398.00	<u>\$457.00</u>
Inspection, Overtime – Weekday Call Back	Hourly, Minimum 2 hours @ \$199.00 per hour	\$199.00	<u>\$228.00</u>
Inspection, Overtime – Weekend/Holiday	Hourly, Minimum 4 hours @ \$199.00 per hour	\$199.00	<u>\$228.00</u>
Civil Penalty for Operating Without a Required Permit		2X the permit fee plus \$100.00 per day, LMC 9.01.100	2X the permit fee plus \$100.00 per day, LMC 9.01.100
Fire Code Violations		\$1,000.00 per day	\$1,000.00 per day
Permit Fees			
Alternative Automatic Fire-Extinguishing Systems	Per system	\$577.00	<u>\$662.00</u>

Fire Alarm, 5 or Less Devices, Communicator	Flat fee	\$321.00	\$368.00
Fire Alarm, 6 to 25 Devices	Flat Base fee	\$1,066.00	\$1,223.00
Additional Fire Alarm Devices Over 25	Per device	\$9.00	\$10.00
Emergency Responder Communication Enhancement System	Flat fee		\$1,698.00
NFPA 13-D	One/two family and townhomes	\$230.00	\$264.00
NFPA 13 or 13R Modifications	5 or less heads	\$321.00	\$368.00
New Systems and Greater Than 6 Head Modifications	Base fee	\$974.00	\$1,117.00
	Sprinkler head, per unit	\$9.00	\$10.00
	Standpipe, per unit	\$577.00	\$662.00
	Fire pump, per unit	\$614.00	\$704.00
Underground Storage Tank Decommissioning	Commercial, per tank	\$577.00	\$662.00
	Residential, per tank	\$256.00	\$294.00
Operational Permits		\$398.00	\$457.00
Services and Other Charges			
Appeals	Hearing examiner (deposit)	\$1,614.00	\$1,851.00
Preventable Alarms	After 3 alarms within 180 days	\$1,076.00	\$1,234.00

Exhibit C - Title 12 Fees (Streets and Sidewalks)

Exhibit C
Ordinance No. _____

The fees and charges set forth in Tables 3.104.120 and 3.104.122 are the city of Lynnwood fees and charges related to the provisions of LMC Title 12.

Table 3.104.120. LMC Title 12 Fees and Charges

LMC TITLE 12 – STREETS AND SIDEWALKS			
For utility relocation work resulting from city requested project, the fees are waived. Waiver of fees does not apply if utility proposes an upgrade or new facilities with relocation.			
Type of Fee	Note	2025 Fee	2026 Fee
Right-of-Way Use Permit			
Underground work:	First 100 lineal feet, plus	\$867.00	<u>\$994.00</u>
	Per 100 lineal feet or portion thereof, up to 500 lineal feet	\$278.00	<u>\$319.00</u>
	Per 100 lineal feet or portion thereafter	\$60.00	<u>\$69.00</u>
Above-ground work, new installations:	First 100 lineal feet, plus	\$867.00	<u>\$994.00</u>
	Per 100 lineal feet or portion thereafter	\$60.00	<u>\$69.00</u>
Above-ground work, repair or replacement (including work from manhole to manhole in existing conduit):	First 100 lineal feet, plus	\$867.00	<u>\$994.00</u>
	Per 100 lineal feet or portion thereafter	\$60.00	<u>\$69.00</u>
Right-of-Way Vacation	Prehearing fee, plus	\$2,690.00	<u>\$3,085.00</u>
	Appraisal deposit, abutting single-family zones	\$2,690.00	<u>\$3,085.00</u>
	Appraisal deposit, abutting all other zones	\$6,725.00	<u>\$7,714.00</u>
Road Improvement	First 300 lineal feet of road, plus	\$2,012.00	<u>\$2,308.00</u>
	Per 100 lineal feet or portion thereafter	\$557.00	<u>\$639.00</u>

Exhibit D - Title 13 Fees (Water)

Exhibit D
Ordinance No. _____

The fees and charges set forth in Table 3.104.130 are the city of Lynnwood fees and charges related to the provisions of LMC Title 13.

Table 3.104.130. LMC Title 13 Fees and Charges

LMC TITLE 13 – WATER			
Type of Fee	Note	2025 Fee	2026 Fee
Cross-Connection Control Permit (Outside the building envelope)	Single-family, excluding irrigation systems permitted under LMC Title 15	\$142.00	\$163.00
	Multifamily or commercial, per device	\$337.00	\$387.00
Fire Hydrant Inspection Permit		\$585.00	\$671.00
Fire Hydrant, Metered Water Consumption	Per 100 cubic feet	\$6.00	\$7.00
	Per 1,000 gallons	\$8.00	\$9.00
Fire Hydrant, Nonmetered Water Consumption	Minimum charge	\$511.00	\$586.00
Fire Hydrant, Use Permit	Administration fee, plus	\$585.00	\$671.00
	Damage deposit	\$506.00	\$580.00
Purity Tests	Per test	\$292.00	\$335.00
Storm Drainage Permits Conveyance System (pipe, ditch, swale, etc.)	First 100 lineal feet, plus	\$867.00	\$994.00
	Per additional 100 lineal feet or portion thereof	\$557.00	\$639.00
	Initial connection (to include one manhole, new or existing)	\$1,755.00	\$2,013.00
	Per additional manhole	\$1,755.00	\$2,013.00
Retention/Detention System		\$1,749.00	\$2,006.00
Roof or Foundation Drain Installation Permit, Residential	Greater than 50 feet	\$585.00	\$671.00
	50 feet or less, or connection to existing within 50 feet	\$215.00	\$247.00
Water Meter, Installed by Developer (Includes facilities charge)	Equal to 85% of fee for meters installed by city forces, for meters 2" or less	85% of fee	85% of fee
	3/4" meter	\$3,953.00	\$4,534.00
	1" meter	\$4,895.00	\$5,615.00

Water Meter, Installed by Developer (Includes facilities charge)	1-1/2" meter (short, less than 25')	<u>\$6,133.00</u>	<u>\$7,035.00</u>
	1-1/2" meter (long)	<u>\$8,349.00</u>	<u>\$9,576.00</u>
	2" meter (short, less than 25')	<u>\$6,650.00</u>	<u>\$7,628.00</u>
	2" meter (long)	<u>\$8,942.00</u>	<u>\$10,256.00</u>
	Over 2" (installed by developer), cost of meter and appurtenances, plus	<u>\$2,617.00</u>	<u>\$3,002.00</u>
Water Main Connection Permit		<u>\$1,749.00</u>	<u>\$2,006.00</u>
Water Main/Service Permit	First 100 lineal feet, plus	<u>\$878.00</u>	<u>\$1,007.00</u>
	Per additional 100 lineal feet or portion thereof	<u>\$557.00</u>	<u>\$639.00</u>
Water Service Permit, Private	New service (each) – Commercial, SFR, plat or short plat	<u>\$435.00</u>	<u>\$499.00</u>
	Repair or replacement of water lines between the meter and building (greater than 25')	<u>\$215.00</u>	<u>\$247.00</u>
	Repair or replacement of water lines between the meter and building (25' or less)	<u>\$113.00</u>	<u>\$130.00</u>
Reinspection Fee	Work concealed without inspection or work not ready at time of inspection will be charged a reinspection fee	<u>\$199.00</u>	<u>\$228.00</u>

Exhibit E - Title 14 Fees (Sewers)

Exhibit E
Ordinance No. _____

The fees and charges set forth in Table 3.104.140 are the city of Lynnwood fees and charges related to the provisions of LMC Title 14.

Table 3.104.140. LMC Title 14 Fees and Charges

LMC TITLE 14 – SEWERS			
Type of Fee	Note	2025 Fee	2026 Fee
Industrial Waste Limited Discharge Permit		\$435.00	\$499.00
Industrial Waste Discharge Permit	First application	\$8,634.00	\$9,903.00
	All subsequent applications	\$2,902.00	\$3,329.00
Grease Interceptor Permit		\$435.00	\$499.00
Sewer, Capping Permit	Including abandonment of on-site septic systems	\$107.00	\$123.00
Sewer, Lateral Permit	First 100 lineal feet, plus	\$869.00	\$997.00
	Per additional 100 lineal feet or portion thereof	\$557.00	\$639.00
Sewer, Main Connection Permit	Initial connection (to include one manhole, new or existing)	\$1,755.00	\$2,013.00
	Per additional manhole	\$1,755.00	\$2,013.00
Sewer, Main Installation Permit	First 100 lineal feet, plus	\$869.00	\$997.00
	Per additional 100 lineal feet or portion thereof	\$557.00	\$639.00
Sewer, Private System Permit		\$869.00	\$997.00
Side Sewer Permit, New Commercial, SFR, Plat or Short Plat	Per side sewer	\$869.00	\$997.00
	Greater than 25 feet	\$414.00	\$475.00
Side Sewer Permit, Repair or Replacement	25 feet or less	\$215.00	\$247.00
Reinspection fee	Work concealed without inspection or work not ready at time of inspection will be charged a reinspection fee	\$199.00	\$228.00

Exhibit F - Title 15 Fees (Plumbing)

Exhibit F
Ordinance No. _____

The fees and charges set forth in Table 3.104.150 are the city of Lynnwood fees and charges related to the provisions of LMC Title 15.

Table 3.104.150. LMC Title 15 Fees and Charges

LMC TITLE 15 – ONE- AND TWO-FAMILY DWELLING PLUMBING AND MECHANICAL FEES			
Type of Fee	Note	2025 Fee	2026 Fee
Mechanical Permit Fees			
New Construction		10% of Building Permit Fee	10% of Building Permit Fee
Remodel or Addition	Up to 4 pieces of equipment	<u>\$224.00</u>	<u>\$257.00</u>
	Per piece of equipment over 4	<u>\$19.00</u>	<u>\$22.00</u>
Plumbing Permit Fees			
New Construction		10% of Building Permit Fee	10% of Building Permit Fee
Remodel or Addition:			
Permit Issuance	Up to 4 fixtures	<u>\$224.00</u>	<u>\$257.00</u>
	Per outlet over 4	<u>\$19.00</u>	<u>\$22.00</u>
Gas Piping System – Standalone Permit	Up to 4 outlets	<u>\$224.00</u>	<u>\$257.00</u>
	Per outlet over 4	<u>\$19.00</u>	<u>\$22.00</u>
Backflow Protection Device – Standalone Permit	Up to 4 devices	<u>\$224.00</u>	<u>\$257.00</u>
	Per device over 4	<u>\$19.00</u>	<u>\$22.00</u>
Backflow Prevention Device – As Part of a Plumbing System Permit	Per device (when included in outlet count)	<u>\$19.00</u>	<u>\$22.00</u>

Exhibit G - Title 16 Fees (Building)

Exhibit G
Ordinance No. _____

The fees and charges set forth in Table 3.104.160 are the city of Lynnwood fees and charges related to the provisions of LMC Title 16.

Table 3.104.160. LMC Title 16 Fees and Charges

LMC TITLE 16 – BUILDING, SINGLE-FAMILY, ELECTRICAL AND GRADING FEES; COMMERCIAL AND MULTIFAMILY PLUMBING AND MECHANICAL FEES			
Fees are based upon the International Code Council Valuation Data Table for construction valuation or the International Building Code for square footage, whichever is greater.			
Type of Fee	Note	2025 Fee	2026 Fee
Building and Single-Family Permits			
Total Valuation Equal To:			
\$1.00 – \$1,000.00	Up to \$1,000.00	\$68.00	<u>\$114.00</u>
\$1,001.00 – \$2,000.00	First \$1,000.00 plus	\$68.00	<u>\$114.00</u>
	For each additional \$100.00 or fraction thereof, up to and including \$2,000.00	\$5.00	<u>\$5.74</u>
\$2,001.00 – \$25,000.00	First \$2,000.00, plus	\$118.00	<u>\$171.35</u>
	For each additional \$1,000.00 or fraction thereof, up to and including \$25,000.00	\$22.00	<u>\$25.23</u>
\$25,001.00 – \$50,000.00	First \$25,000.00, plus	\$619.00	<u>\$751.73</u>
	For each additional \$1,000.00 or fraction thereof, up to and including \$50,000.00	\$15.00	<u>\$17.21</u>
\$50,001.00 – \$100,000.00	First \$50,000.00, plus	\$1,004.00	<u>\$1,181.86</u>
	For each additional \$1,000.00 or fraction thereof, up to and including \$100,000.00	\$11.00	<u>\$12.62</u>
\$100,001.00 – \$500,000.00	First \$100,000.00, plus	\$1,614.00	<u>\$1,812.71</u>
	For each additional \$1,000.00 or fraction thereof, up to and including \$500,000.00	\$9.00	<u>\$10.32</u>

\$500,001.00 – \$1,000,000.00	First \$500,000.00, plus	\$5,103.00	\$5,941.91
	For each additional \$1,000.00 or fraction thereof, up to and including \$1,000,000.00	\$8.00	\$9.18
\$1,000,001.00 – \$5,000,000.00	First \$1,000,000.00, plus	\$8,947.00	\$10,529.91
	For each additional \$1,000.00 or fraction thereof, up to and including \$5,000,000.00	\$5.00	\$5.74
\$5,000,001.00 +	First \$5,000,000.00, plus	\$29,444.00	\$33,469.91
	For each additional \$1,000.00 or fraction thereof	\$4.00	\$5.40
NOTE: For single-family residential solar energy systems, valuation shall be based on structural components and labor only.			
BUILDING PERMITS – OTHER INSPECTIONS AND FEES			
Multifamily Single-Use Water Heater (gas or electric)	Including 4 fixtures/equipment	\$224.00	\$257.00
	Per fixture/equipment over 4	\$19.00	\$22.00
Demolition, Commercial/Multifamily		\$1,614.00	\$1,851.00
Demolition, Single-Family	Primary building, and/or accessory building	\$193.00	\$221.00
Inspection, Adult Family Home	Includes \$199.00 fire inspection fee	\$384.00	\$440.00
Inspection, Minimum Site	Commercial, residential and occupancy	\$199.00	\$228.00
Inspection, Miscellaneous/Other		\$199.00	\$228.00
Inspection, Overtime – Weekday Call Back	Hourly, with 2-hour minimum	\$199.00	\$228.00
Inspection, Overtime – Weekend/Holiday	Hourly, with 4-hour minimum	\$199.00	\$228.00
Inspection, Reinspection	Work concealed without inspection or work not ready at the time of inspection will be charged a reinspection fee		
	1st reinspection	\$199.00	\$228.00
	2nd reinspection	\$398.00	\$457.00
	3rd+ reinspection	\$597.00	\$685.00
Investigation, Stop Work Orders		Amount equal to permit fee	Amount equal to permit fee

PLAN REVIEW FEES			
	Fee applies to all permits requiring review, unless listed below	65% of building or single-family permit fee	65% of building or single-family permit fee
	Fee applies to commercial/multifamily plumbing and mechanical permits requiring review	40% of plumbing/mechanical fees	40% of plumbing/mechanical fees
	Hourly, additional review required for changes, additions or revisions to approved plans, minimum 1 hour	\$199.00	\$228.00
Overtime Plan Review	Weekday overtime plan review: hourly, with 2-hour minimum	\$199.00	\$228.00
	Weekend, holiday, or weekday call back: hourly, with 4-hour minimum	\$199.00	\$228.00
Expedited Plan Review	Hourly, for projects up to \$100,000 in construction value	\$199.00	\$228.00
	Surcharge, for projects more than \$100,000 in construction value	70% of plan review fee	70% of plan review fee
Banner Permit	Per occupancy	\$52.00	
Solar System, Single-Family	Per permitting checklist	\$199.00	\$228.00
Solar System, Commercial or Single-Family	Not meeting the permitting checklist requirements	Fee based on building permit valuation table	Fee based on building permit valuation table
ELECTRICAL PERMIT FEES			
	New Construction 10% of Building Permit Fee	10% of Building Permit Fee	
Inspection, Miscellaneous/Other		\$199.00	\$228.00
Inspection, Overtime – Weekday Call Back	Hourly, with 2-hour minimum	\$224.00	\$257.00
Inspection, Overtime – Weekend/Holiday	Hourly, with 4-hour minimum	\$224.00	\$257.00
Inspection, Reinspection	1st reinspection	\$199.00	\$228.00
	2nd reinspection	\$388.00	\$445.00
	3rd reinspection	\$597.00	\$685.00

Investigation, Stop Work Orders	Fee is 40% of the electrical permit fee or minimum charge, applies to all permits requiring review	\$52.00	<u>\$60.00</u>
Plan Review	Hourly, additional review required for changes, additions or revisions to approved plans, with 1-hour minimum	\$199.00	<u>\$228.00</u>
	Overtime review, hourly, 1-hour minimum charge	\$199.00	<u>\$228.00</u>
Expedited Plan Review	Hourly, for projects up to \$100,000 in construction value	\$199.00	<u>\$228.00</u>
	Surcharge, for projects more than \$100,000 in construction value	70% of plan review fee	70% of plan review fee
Total Valuation Equal to:	Up to \$1,000.00	\$76.00	<u>\$114.00</u>
	\$1,001.00 to \$5,000.00 for the first \$1,000.00	\$115.00	<u>\$114.00</u>
	Per additional \$1,000.00 or fraction thereof	\$11.00	<u>\$12.62</u>
	\$5,001.00 to \$20,000.00 for the first \$5,000.00	\$204.00	<u>\$164.47</u>
	Per additional \$1,000.00 or fraction thereof	\$23.00	<u>\$26.38</u>
	\$20,001.00 to \$50,000.00 for the first \$20,000.00	\$479.00	<u>\$560.18</u>
	Per additional \$1,000.00 or fraction thereof	\$20.00	<u>\$22.94</u>
	\$50,001.00 to \$250,000.00 for the first \$50,000.00	\$922.00	<u>\$1,248.38</u>
	Per additional \$1,000.00 or fraction thereof	\$13.00	<u>\$14.91</u>
	\$250,001.00 to \$1,000,000.00 for the first \$250,000.00	\$3,587.00	<u>\$4,230.58</u>
	Per additional \$1,000.00 or fraction thereof	\$8.00	<u>\$9.18</u>
	\$1,000,001.00 and up for the first \$1,000,000.00	\$11,850.00	<u>\$11,112.58</u>
	Per additional \$1,000.00 or fraction thereof	\$5.00	<u>\$5.74</u>
	Low Voltage Systems, Including Security, Phones, Computers, Etc.		\$89.00

Service/Panel, Accessory Building, Including Garages, Pools, Spas, and Outbuildings		\$223.00	\$256.00
ELECTRICAL – SINGLE-FAMILY, REMODEL AND SERVICE			
Circuits, Added/Altered – No Service Change	Up to 10 circuits	\$128.00	\$147.00
	Fee per additional circuit (up to maximum total fee of \$200.00)	\$13.00	\$15.00
Low Voltage Systems	Including security, phones, computers, etc.	\$89.00	\$102.00
Mast/Meter	Repair or alteration	\$128.00	\$147.00
Service/Panel Alteration or Change	Base fee (no added circuits), plus	\$128.00	\$147.00
	Fee per added circuit (up to maximum total fee of \$200.00)	\$13.00	\$15.00
ELECTRICAL – SOLAR, SINGLE FAMILY			
Per Solar System Permitting Checklist	Permit fee	\$224.00	
Per Solar System Not Meeting Permitting Checklist	Fee based on electrical permit valuation table		
ELECTRICAL – MISCELLANEOUS			
Installation Transfer/Switch	Panel and residential generator	\$76.00	\$87.00
Service, Events (carnivals, art and street fairs, haunted houses, amusement rides, and other temporary events)	Base fee, plus	\$76.00	\$87.00
	Per concession	\$19.00	\$22.00
Service, Mobile/Manufactured Home	Not including accessory buildings or structures	\$128.00	\$147.00
Service, Portable Classrooms		\$128.00	\$147.00
Service, Swimming Pools, Hot Tubs, Spas and Saunas		\$128.00	\$147.00
Sign Hook-Up	Per sign	\$52.00	\$60.00
T-Stats, Commercial	Base fee	\$52.00	\$60.00
	Each additional T-stat over 1	\$13.00	\$15.00
GRADING PERMIT FEES			
	Administrative fee, plus inspection and plan review fees (50 cubic yards/38.2 m ³ or less exempt)	\$606.00	\$695.00
	50 cubic yards (38.2 m ³) or	\$38.00	\$44.00
	51 to 100 cubic yards (40 m ³ to 76.5 m ³)	\$62.00	\$71.00

101 to 1,000 cubic yards (77.2 m ³ to 764.6 m ³)	First 100 cubic yards (76.5 m ³), plus	\$62.00	\$71.00
	Each additional 100 cubic yards (76.5 m ³)	\$31.00	\$36.00
1,001 to 10,000 cubic yards (765.3 m ³ to 7,645.5 m ³)	First 1,000 cubic yards (764.6 m ³), plus	\$334.00	\$383.00
	Each additional 1,000 cubic yards (764.6 m ³)	\$27.00	\$31.00
10,001 to 100,000 cubic yards (7,646 m ³ to 76,456 m ³)	First 10,000 cubic yards (7,645.5 m ³), plus	\$558.00	\$640.00
	Each additional 10,000 cubic yards (7,645.5 m ³)	\$112.00	\$128.00
100,001 cubic yards (76,456 m ³) or more	First 100,000 cubic yards (76,455 m ³), plus	\$1,578.00	\$1,810.00
	Each additional 10,000 cubic yards (7,645.5 m ³)	\$65.00	\$75.00
GRADING PLAN REVIEW FEES			
	50 cubic yards (38.2 m ³) or less	Free	Free
	51 to 100 cubic yards (40 m ³ to 76.5 m ³)	\$41.00	\$47.00
	101 to 1,000 cubic yards (77.2 m ³ to 764.6 m ³)	\$62.00	\$71.00
	1,001 to 10,000 cubic yards (765.3 m ³ to 7,645.5 m ³)	\$84.00	\$96.00
10,001 to 100,000 cubic yards (7,646 m ³ to 7,456 m ³)	First 10,000 cubic yards (7,645.5 m ³), plus	\$84.00	\$96.00
	Each additional 10,000 cubic yards (7,645.5 m ³)	\$43.00	\$49.00
100,001 to 200,000 cubic yards (7,456 m ³ to 152,911 m ³)	First 100,000 cubic yards (76,455 m ³), plus	\$464.00	\$532.00
	Each additional 10,000 cubic yards (7,645.5 m ³)	\$25.00	\$29.00
200,001 cubic yards (152,911 m ³) or more	First 200,000 cubic yards (152,911 m ³), plus	\$692.00	\$794.00
	Each additional 10,000 cubic yards (7,645.5 m ³)	\$13.00	\$15.00
STRUCTURE MOVING PERMIT			
	Base fee, plus	\$987.00	\$1,132.00
	Preinspection up to 2 hours	\$224.00	\$257.00

Exhibit H - Title 17 Fees (Environment)

Exhibit H
Ordinance No. _____

The fees and charges set forth in Table 3.104.170 are the city of Lynnwood fees and charges related to the provisions of LMC Title 17.

Table 3.104.170. LMC Title 17 Fees and Charges

LMC TITLE 17 – ENVIRONMENT FEES			
All deposits are to trust accounts to cover hourly processing charges, actual cost of services, plus posting and mailing costs.			
Type of Fee	Note	2025 Fee	2026 Fee
Environmental Checklist Review (SEPA) and Threshold Determination		\$5,000.00	\$5,735.00
	Addendum	\$500.00	\$575.00
Environmental Impact Statement (EIS)	Cost per approved three-party contract		
Critical Areas Permit	No mitigation required	\$688.00	\$790.00
	Mitigation plan required, plus expert consultant costs, as billed	\$1,581.00	\$1,815.00
Tree Removal Permit			
Class I tree removal permit	If site inspection is required by LMC 17.15.110	\$65.00	\$75.00
Class I tree replacement option fee		\$75.00	\$86.00
Class II tree removal permit	First 10 significant tree units approved for removal	\$193.00	\$220.00
	Each additional significant tree unit	\$8.00	\$9.00
	Class II nonsignificant trees	\$65.00	\$75.00
Class II tree replacement option fee		\$187.00	\$215.00
Class II unreplaceable tree fee	Per Tree	\$106.00	\$120.00
City Attorney Support	Actual Cost		
Hearing Examiner	Actual Cost		
Appeal (Appeals Are Not Assessed Costs of Hearing Examiner)	Nonapplicant	\$500.00	\$575.00
	Appeal to hearing examiner – Applicant	\$1,000.00	\$1,150.00
Public Notice Requirements			
Posting costs	Hourly rate (posting-notification on proposed-project site and civic sites)		

Mailing costs	Actual cost of postage plus staff hourly rate		
Publication in newspaper	Actual cost		
Public Notice Requirements			<u>\$230.00</u>



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, RELATING TO FEES CHARGED BY THE CITY, AMENDING LMC 3.104.080, LMC 3.104.090, LMC 3.104.120, LMC 3.104.130, LMC 3.104.140, LMC 3.104.150, LMC 3.104.160, AND LMC 3.104.170, AND PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY AND SUMMARY PUBLICATION

WHEREAS, fees for City services are authorized by the Lynnwood Municipal Code (LMC), and are codified as Chapter 3.104 LMC, which is generally referred to as the “Fee Schedule”; and

WHEREAS, the Fee Schedule is revised periodically to address changing conditions; and

WHEREAS, the director of Development and Business Services (DBS) has determined that adjustments to fees related to permitting, construction, and land use are prudent and warranted; and

WHEREAS, the goal of the proposed fees is to attain full cost recovery for permitting services; and

WHEREAS, the provisions of this ordinance are procedural in nature and are exempt from SEPA threshold determination and EIS requirements as specified by to WAC 197-11-800(19); and

WHEREAS, the City Council has determined that the provisions of this ordinance are in the interest of the public’s health, safety and general welfare;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Purpose: The purpose of this ordinance is to amend the Fee Schedule in LMC 3.104.

Section 2. Amendments:

2.A: LMC 3.014.080 is amended as provided by Exhibit A to this Ordinance.

2.B: LMC 3.104.090 is amended as provided by Exhibit B to this Ordinance.

Xxxx (Ord #)

- 38 2.C: LMC 3.104.120 is amended as provided by Exhibit C to this Ordinance.
- 39 2.D: LMC 3.104.130 is amended as provided by Exhibit D to this Ordinance.
- 40 2.E: LMC 3.104.140 is amended as provided by Exhibit E to this Ordinance.
- 41 2.F: LMC 3.104.150 is amended as provided by Exhibit F to this Ordinance.
- 42 2.G: LMC 3.104.160 is amended as provided by Exhibit G to this Ordinance.
- 43 2.H: LMC 3.104.170 is amended as provided by Exhibit H to this Ordinance.

44
45 Section 3. Future Amendments: Fees will be updated annually based on the Consumer Price
46 Index (CPI) for the Seattle-Tacoma-Bellevue CPI-W for June to June, published annually.

47
48 Section 4. Severability: If any section, sentence, clause or phrase of this ordinance should be
49 held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or
50 unconstitutionality shall not affect the validity or constitutionality of any other section,
51 sentence, clause or phrase or word of this ordinance.

52
53 Section 5. Effective Date: This ordinance or an approved summary thereof consisting of its title
54 shall be published in the City’s official newspaper of record and shall take effect and be in full
55 force on January 1, 2026.

56
57 PASSED BY THE CITY COUNCIL THIS XX day of XXXXXXXX, 20XX.

58
59 APPROVED:

60
61
62 _____
63 Christine Frizzell, Mayor

64
65 ATTEST/AUTHENTICATED:

66 APPROVED AS TO FORM:

67
68 _____
69 Luke Lonie, City Clerk

70 _____
Lisa Marshall, City Attorney

Exhibit A - Title 8 Fees (Unified Development Code Fees)

Exhibit A
Ordinance No. _____

The fees and charges set forth in Table 3.104.080 are the city of Lynnwood’s fees and charges related to the provisions of LMC Title 8.

Table 3.104.080. LMC Title 8 Fees and Charges

LMC Title 8 - Unified Development Code		
Type of Fee	Note	2026 Fee
Administrative Amendment		\$2,205.00
Annexation		N/A
Appeals	Nonapplicant	\$575.00
	Business license, home occupation	\$575.00
	Business license, all other	\$1,150.00
	Appeal to hearing examiner	\$1,150.00
Banner Permit	Per Occupancy	\$60.00
Binding Site Plan	Preliminary	\$14,695.00
	Final	\$7,345.00
Boundary Line Adjustment or Lot Combination		\$2,205.00
City Attorney Support		Actual Cost
Conditional Use Permit		\$7,325.00
Development Agreement*		\$3,455.00
Essential Public Facility	Local	\$2,205.00
	Regional or State	\$29,385.00
Hearing Examiner		\$745.00
Miscellaneous Plan Review	Fee of review not related to a listed permit type	\$410.00
Planned Unit Development		\$14,695.00
Predevelopment Meeting	Fee may be credited towards development review charges*	\$250.00
Project Development Review	Under 5,000 gross square feet	\$2,205.00
Project Development Review	5,000 gross square feet and above	\$22,040.00

Proposed Amendment List, Comprehensive Plan Amendment, or UDC Text Amendment		\$4,015.00
Public Notice, Annual Mailing Request	Mailing notice to any person who has requested such notice in writing for the calendar year	\$325.00
Public Noticing	Assessed on projects that require public noticing per Chapter 8.90 LMC	\$230.00
Rezone		\$14,695.00
Subdivision, 10 or More Lots (Plat or Unit Lot Subdivision)	Preliminary	\$14,695.00
	Final	\$7,345.00
Subdivision, 3 to 9 Lots (Plat or Unit Lot Subdivision)	Preliminary	\$7,465.00
	Final	\$3,735.00
Subdivision, 2 Lots (Plat or Unit Lot Subdivision)	Preliminary	\$1,960.00
	Final	\$980.00
Sign with Searchlights	Per permit	\$125.00
Small Wireless Facility, Permit Review	Up to 5 small wireless facilities	\$735.00
	Each additional small wireless facility	\$145.00
Small Wireless Facility, Right-of-Way Access, and/or Attachment to City-Owned Pole/Structure	Per year, per pole/structure	\$395.00
STEP Housing		\$220.00
Unified Development Code Interpretation		\$1,470.00
Variance	Single-Family	\$735.00
	Standard (Non-Single-Family)	\$4,410.00
Wireless Communication Facility		\$7,325.00
Zoning Verification Letter		\$400.00

*Development agreement fees are deposits to trust accounts to cover city attorney fees and public notice costs, which will be paid from the deposit. Excess funds remaining after approval, denial, or withdrawal of the development agreement application will be refunded to the applicant. City attorney fees and public notice costs that exceed the original deposit will be charged to the applicant, who must pay the excess costs within 30 days of receipt of an invoice from the city of Lynnwood for the excess costs.

Exhibit B - Title 9 Fees (Fire)

Exhibit B
Ordinance No. _____

The fees and charges set forth in Table 3.104.090 are the city of Lynnwood fees and charges related to the provisions of LMC Title 9.

Table 3.104.090. LMC Title 9 Fees and Charges

LMC TITLE 9 – FIRE PERMITS, INSPECTIONS, AND SERVICE FEES		
Type of fee	Note	2026 Fee
Plan Review Fees		
Plan Review Not Associated With a Building Permit	Minimum 1 hour	\$228.00
When Associated With a Building Permit		25% of the building permit fee
Other	Minimum 1 hour	\$228.00
Inspection Fees		
Inspection Fees	Minimum 1 hour	\$228.00
Reinspection	Work concealed without inspection or work not ready at time of inspection	
	First reinspection	\$228.00
	Second reinspection	\$228.00
	Third+ reinspection	\$457.00
Inspection, Overtime – Weekday Call Back	Hourly, Minimum 2 hours	\$228.00
Inspection, Overtime – Weekend/Holiday	Hourly, Minimum 4 hours	\$228.00
Civil Penalty for Operating Without a Required Permit		2X the permit fee plus \$100.00 per day, LMC 9.01.100
Fire Code Violations		\$1,000.00 per day
Permit Fees		
Alternative Automatic Fire-Extinguishing Systems	Per system	\$662.00

Fire Alarm, 5 or Less Devices, Communicator	Flat fee	\$368.00
Fire Alarm, 6 to 25 Devices	Base fee	\$1,223.00
Additional Fire Alarm Devices Over 25	Per device	\$10.00
Emergency Responder Communication Enhancement System	Flat fee	\$1,698.00
NFPA 13-D	One/two family and townhomes	\$264.00
NFPA 13 or 13R Modifications	5 or less heads	\$368.00
New Systems and Greater Than 6 Head Modifications	Base fee	\$1,117.00
	Sprinkler head, per unit	\$10.00
	Standpipe, per unit	\$662.00
	Fire pump, per unit	\$704.00
Underground Storage Tank Decommissioning	Commercial, per tank	\$662.00
	Residential, per tank	\$294.00
Operational Permits		\$457.00
Services and Other Charges		
Appeals	Hearing examiner (deposit)	\$1,851.00
Preventable Alarms	After 3 alarms within 180 days	\$1,234.00

Exhibit C - Title 12 Fees (Streets and Sidewalks)

Exhibit C
Ordinance No. _____

The fees and charges set forth in Tables 3.104.120 and 3.104.122 are the city of Lynnwood fees and charges related to the provisions of LMC Title 12.

Table 3.104.120. LMC Title 12 Fees and Charges

LMC TITLE 12 – STREETS AND SIDEWALKS		
For utility relocation work resulting from city requested project, the fees are waived. Waiver of fees does not apply if utility proposes an upgrade or new facilities with relocation.		
Type of Fee	Note	2026 Fee
Right-of-Way Use Permit		
Underground work:	First 100 lineal feet, plus	\$994.00
	Per 100 lineal feet or portion thereof, up to 500 lineal feet	\$319.00
	Per 100 lineal feet or portion thereafter	\$69.00
Above-ground work, new installations:	First 100 lineal feet, plus	\$994.00
	Per 100 lineal feet or portion thereafter	\$69.00
Above-ground work, repair or replacement (including work from manhole to manhole in existing conduit):	First 100 lineal feet, plus	\$994.00
	Per 100 lineal feet or portion thereafter	\$69.00
Right-of-Way Vacation	Prehearing fee, plus	\$3,085.00
	Appraisal deposit, abutting single-family zones	\$3,085.00
	Appraisal deposit, abutting all other zones	\$7,714.00
Road Improvement	First 300 lineal feet of road, plus	\$2,308.00
	Per 100 lineal feet or portion thereafter	\$639.00

Exhibit D - Title 13 Fees (Water)

Exhibit D
Ordinance No. _____

The fees and charges set forth in Table 3.104.130 are the city of Lynnwood fees and charges related to the provisions of LMC Title 13.

Table 3.104.130. LMC Title 13 Fees and Charges

LMC TITLE 13 – WATER		
Type of Fee	Note	2026 Fee
Cross-Connection Control Permit (Outside the building envelope)	Single-family, excluding irrigation systems permitted under LMC Title 15	\$163.00
	Multifamily or commercial, per device	\$387.00
Fire Hydrant Inspection Permit		\$671.00
Fire Hydrant, Metered Water Consumption	Per 100 cubic feet	\$7.00
	Per 1,000 gallons	\$9.00
Fire Hydrant, Nonmetered Water Consumption	Minimum charge	\$586.00
Fire Hydrant, Use Permit	Administration fee, plus	\$671.00
	Damage deposit	\$580.00
Purity Tests	Per test	\$335.00
Storm Drainage Permits Conveyance System (pipe, ditch, swale, etc.)	First 100 lineal feet, plus	\$994.00
	Per additional 100 lineal feet or portion thereof	\$639.00
	Initial connection (to include one manhole, new or existing)	\$2,013.00
	Per additional manhole	\$2,013.00
Retention/Detention System		\$2,006.00
Roof or Foundation Drain Installation Permit, Residential	Greater than 50 feet	\$671.00
	50 feet or less, or connection to existing within 50 feet	\$247.00
Water Meter, Installed by Developer (Includes facilities charge)	Equal to 85% of fee for meters installed by city forces, for meters 2" or less	85% of fee
	3/4" meter	\$4,534.00
	1" meter	\$5,615.00

Water Meter, Installed by Developer (Includes facilities charge)	1-1/2" meter (short, less than 25')	\$7,035.00
	1-1/2" meter (long)	\$9,576.00
	2" meter (short, less than 25')	\$7,628.00
	2" meter (long)	\$10,256.00
	Over 2" (installed by developer), cost of meter and appurtenances, plus	\$3,002.00
Water Main Connection Permit		\$2,006.00
Water Main/Service Permit	First 100 lineal feet, plus	\$1,007.00
	Per additional 100 lineal feet or portion thereof	\$639.00
Water Service Permit, Private	New service (each) – Commercial, SFR, plat or short plat	\$499.00
	Repair or replacement of water lines between the meter and building (greater than 25')	\$247.00
	Repair or replacement of water lines between the meter and building (25' or less)	\$130.00
Reinspection Fee	Work concealed without inspection or work not ready at time of inspection will be charged a reinspection fee	\$228.00

Exhibit E - Title 14 Fees (Sewers)

Exhibit E
Ordinance No. _____

The fees and charges set forth in Table 3.104.140 are the city of Lynnwood fees and charges related to the provisions of LMC Title 14.

Table 3.104.140. LMC Title 14 Fees and Charges

LMC TITLE 14 – SEWERS		
Type of Fee	Note	2026 Fee
Industrial Waste Limited Discharge Permit		\$499.00
Industrial Waste Discharge Permit	First application	\$9,903.00
	All subsequent applications	\$3,329.00
Grease Interceptor Permit		\$499.00
Sewer, Capping Permit	Including abandonment of on-site septic systems	\$123.00
Sewer, Lateral Permit	First 100 lineal feet, plus	\$997.00
	Per additional 100 lineal feet or portion thereof	\$639.00
Sewer, Main Connection Permit	Initial connection (to include one manhole, new or existing)	\$2,013.00
	Per additional manhole	\$2,013.00
Sewer, Main Installation Permit	First 100 lineal feet, plus	\$997.00
	Per additional 100 lineal feet or portion thereof	\$639.00
Sewer, Private System Permit		\$997.00
Side Sewer Permit, New Commercial, SFR, Plat or Short Plat	Per side sewer	\$997.00
Side Sewer Permit, Repair or Replacement	Greater than 25 feet	\$475.00
	25 feet or less	\$247.00
Reinspection fee	Work concealed without inspection or work not ready at time of inspection will be charged a reinspection fee	\$228.00

Exhibit F - Title 15 Fees (Plumbing)

Exhibit F
Ordinance No. _____

The fees and charges set forth in Table 3.104.150 are the city of Lynnwood fees and charges related to the provisions of LMC Title 15.

Table 3.104.150. LMC Title 15 Fees and Charges

LMC TITLE 15 – ONE- AND TWO-FAMILY DWELLING PLUMBING AND MECHANICAL FEES		
Type of Fee	Note	2026 Fee
Mechanical Permit Fees		
New Construction		10% of Building Permit Fee
Remodel or Addition	Up to 4 pieces of equipment	\$257.00
	Per piece of equipment over 4	\$22.00
Plumbing Permit Fees		
New Construction		10% of Building Permit Fee
Remodel or Addition:		
Permit Issuance	Up to 4 fixtures	\$257.00
	Per outlet over 4	\$22.00
Gas Piping System – Standalone Permit	Up to 4 outlets	\$257.00
	Per outlet over 4	\$22.00
Backflow Protection Device – Standalone Permit	Up to 4 devices	\$257.00
	Per device over 4	\$22.00
Backflow Prevention Device – As Part of a Plumbing System Permit	Per device (when included in outlet count)	\$22.00

Exhibit G - Title 16 Fees (Building)

Exhibit G
Ordinance No. _____

The fees and charges set forth in Table 3.104.160 are the city of Lynnwood fees and charges related to the provisions of LMC Title 16.

Table 3.104.160. LMC Title 16 Fees and Charges

LMC TITLE 16 – BUILDING, SINGLE-FAMILY, ELECTRICAL AND GRADING FEES; COMMERCIAL AND MULTIFAMILY PLUMBING AND MECHANICAL FEES		
Fees are based upon the International Code Council Valuation Data Table for construction valuation or the International Building Code for square footage, whichever is greater.		
Type of Fee	Note	2026 Fee
Building and Single-Family Permits		
Total Valuation Equal To:		
\$1.00 – \$1,000.00	Up to \$1,000.00	\$114.00
\$1,001.00 – \$2,000.00	First \$1,000.00 plus	\$114.00
	For each additional \$100.00 or fraction thereof, up to and including \$2,000.00	\$5.74
\$2,001.00 – \$25,000.00	First \$2,000.00, plus	\$171.35
	For each additional \$1,000.00 or fraction thereof, up to and including \$25,000.00	\$25.23
\$25,001.00 – \$50,000.00	First \$25,000.00, plus	\$751.73
	For each additional \$1,000.00 or fraction thereof, up to and including \$50,000.00	\$17.21
\$50,001.00 – \$100,000.00	First \$50,000.00, plus	\$1,181.86
	For each additional \$1,000.00 or fraction thereof, up to and including \$100,000.00	\$12.62
\$100,001.00 – \$500,000.00	First \$100,000.00, plus	\$1,812.71
	For each additional \$1,000.00 or fraction thereof, up to and including \$500,000.00	\$10.32

\$500,001.00 – \$1,000,000.00	First \$500,000.00, plus	\$5,941.91
	For each additional \$1,000.00 or fraction thereof, up to and including \$1,000,000.00	\$9.18
\$1,000,001.00 – \$5,000,000.00	First \$1,000,000.00, plus	\$10,529.91
	For each additional \$1,000.00 or fraction thereof, up to and including \$5,000,000.00	\$5.74
\$5,000,001.00 +	First \$5,000,000.00, plus	\$33,469.91
	For each additional \$1,000.00 or fraction thereof	\$5.40
NOTE: For single-family residential solar energy systems, valuation shall be based on structural components and labor only.		
BUILDING PERMITS – OTHER INSPECTIONS AND FEES		
Multifamily Single-Use Water Heater (gas or electric)	Including 4 fixtures/equipment	\$257.00
	Per fixture/equipment over 4	\$22.00
Demolition, Commercial/Multifamily		\$1,851.00
Demolition, Single-Family	Primary building, and/or accessory building	\$221.00
Inspection, Adult Family Home	Includes fire inspection fee	\$440.00
Inspection, Minimum Site	Commercial, residential and occupancy	\$228.00
Inspection, Miscellaneous/Other		\$228.00
Inspection, Overtime – Weekday Call Back	Hourly, with 2-hour minimum	\$228.00
Inspection, Overtime – Weekend/Holiday	Hourly, with 4-hour minimum	\$228.00
Inspection, Reinspection	Work concealed without inspection or work not ready at the time of inspection will be charged a reinspection fee	
	1st reinspection	\$228.00
	2nd reinspection	\$457.00
	3rd+ reinspection	\$685.00
Investigation, Stop Work Orders		Amount equal to permit fee

PLAN REVIEW FEES		
	Fee applies to all permits requiring review, unless listed below	65% of building or single-family permit fee
	Fee applies to commercial/multifamily plumbing and mechanical permits requiring review	40% of plumbing/mechanical fees
	Hourly, additional review required for changes, additions or revisions to approved plans, minimum 1 hour	\$228.00
Overtime Plan Review	Weekday overtime plan review: hourly, with 2-hour minimum	\$228.00
	Weekend, holiday, or weekday call back: hourly, with 4-hour minimum	\$228.00
Expedited Plan Review	Hourly, for projects up to \$100,000 in construction value	\$228.00
	Surcharge, for projects more than \$100,000 in construction value	70% of plan review fee
Solar System, Single-Family	Per permitting checklist	\$228.00
Solar System, Commercial or Single-Family	Not meeting the permitting checklist requirements	Fee based on building permit valuation table
ELECTRICAL PERMIT FEES		
Inspection, Miscellaneous/Other		\$228.00
Inspection, Overtime – Weekday Call Back	Hourly, with 2-hour minimum	\$257.00
Inspection, Overtime – Weekend/Holiday	Hourly, with 4-hour minimum	\$257.00
Inspection, Reinspection	1st reinspection	\$228.00
	2nd reinspection	\$445.00
	3rd reinspection	\$685.00
Investigation, Stop Work Orders	Fee is 40% of the electrical permit fee or minimum charge, applies to all permits requiring review	\$60.00

Plan Review	Hourly, additional review required for changes, additions or revisions to approved plans, with 1-hour minimum	\$228.00
	Overtime review, hourly, 1-hour minimum charge	\$228.00
Expedited Plan Review	Hourly, for projects up to \$100,000 in construction value	\$228.00
	Surcharge, for projects more than \$100,000 in construction value	70% of plan review fee
Total Valuation Equal to:	Up to \$1,000.00	\$114.00
	\$1,001.00 to \$5,000.00 for the first \$1,000.00	\$114.00
	Per additional \$1,000.00 or fraction thereof	\$12.62
	\$5,001.00 to \$20,000.00 for the first \$5,000.00	\$164.47
	Per additional \$1,000.00 or fraction thereof	\$26.38
	\$20,001.00 to \$50,000.00 for the first \$20,000.00	\$560.18
	Per additional \$1,000.00 or fraction thereof	\$22.94
	\$50,001.00 to \$250,000.00 for the first \$50,000.00	\$1,248.38
	Per additional \$1,000.00 or fraction thereof	\$14.91
	\$250,001.00 to \$1,000,000.00 for the first \$250,000.00	\$4,230.58
	Per additional \$1,000.00 or fraction thereof	\$9.18
	\$1,000,001.00 and up for the first \$1,000,000.00	\$11,112.58
	Per additional \$1,000.00 or fraction thereof	\$5.74
	Low Voltage Systems, Including Security, Phones, Computers, Etc.	\$102.00
Service/Panel, Accessory Building, Including Garages, Pools, Spas, and Outbuildings	\$256.00	
ELECTRICAL – SINGLE-FAMILY, REMODEL AND SERVICE		

Circuits, Added/Altered – No Service Change	Up to 10 circuits	\$147.00
	Fee per additional circuit (up to maximum total fee of \$200.00)	\$15.00
Low Voltage Systems	Including security, phones, computers, etc.	\$102.00
Mast/Meter	Repair or alteration	\$147.00
Service/Panel Alteration or Change	Base fee (no added circuits), plus	\$147.00
	Fee per added circuit (up to maximum total fee of \$200.00)	\$15.00
ELECTRICAL – SOLAR		
Per Solar System	Fee based on electrical permit valuation table	
ELECTRICAL – MISCELLANEOUS		
Installation Transfer/Switch	Panel and residential generator	\$87.00
Service, Events (carnivals, art and street fairs, haunted houses, amusement rides, and other temporary events)	Base fee, plus	\$87.00
	Per concession	\$22.00
Service, Mobile/Manufactured Home	Not including accessory buildings or structures	\$147.00
Service, Portable Classrooms		\$147.00
Service, Swimming Pools, Hot Tubs, Spas and Saunas		\$147.00
Sign Hook-Up	Per sign	\$60.00
T-Stats, Commercial	Base fee	\$60.00
	Each additional T-stat over 1	\$15.00
GRADING PERMIT FEES		
	Administrative fee, plus inspection and plan review fees (50 cubic yards/38.2 m ³ or less exempt)	\$695.00
	50 cubic yards (38.2 m ³) or less	\$44.00
	51 to 100 cubic yards (40 m ³ to 76.5 m ³)	\$71.00
101 to 1,000 cubic yards (77.2 m ³ to 764.6 m ³)	First 100 cubic yards (76.5 m ³), plus	\$71.00
	Each additional 100 cubic yards (76.5 m ³)	\$36.00

1,001 to 10,000 cubic yards (765.3 m ³ to 7,645.5 m ³)	First 1,000 cubic yards (764.6 m ³), plus	\$383.00
	Each additional 1,000 cubic yards (764.6 m ³)	\$31.00
10,001 to 100,000 cubic yards (7,646 m ³ to 76,456 m ³)	First 10,000 cubic yards (7,645.5 m ³), plus	\$640.00
	Each additional 10,000 cubic yards (7,645.5 m ³)	\$128.00
100,001 cubic yards (76,456 m ³) or more	First 100,000 cubic yards (76,455 m ³), plus	\$1,810.00
	Each additional 10,000 cubic yards (7,645.5 m ³)	\$75.00
GRADING PLAN REVIEW FEES		
	50 cubic yards (38.2 m ³) or less	Free
	51 to 100 cubic yards (40 m ³ to 76.5 m ³)	\$47.00
	101 to 1,000 cubic yards (77.2 m ³ to 764.6 m ³)	\$71.00
	1,001 to 10,000 cubic yards (765.3 m ³ to 7,645.5 m ³)	\$96.00
10,001 to 100,000 cubic yards (7,646 m ³ to 7,456 m ³)	First 10,000 cubic yards (7,645.5 m ³), plus	\$96.00
	Each additional 10,000 cubic yards (7,645.5 m ³)	\$49.00
100,001 to 200,000 cubic yards (7,456 m ³ to 152,911 m ³)	First 100,000 cubic yards (76,455 m ³), plus	\$532.00
	Each additional 10,000 cubic yards (7,645.5 m ³)	\$29.00
200,001 cubic yards (152,911 m ³) or more	First 200,000 cubic yards (152,911 m ³), plus	\$794.00
	Each additional 10,000 cubic yards (7,645.5 m ³)	\$15.00
STRUCTURE MOVING PERMIT		
	Base fee, plus	\$1,132.00
	Preinspection up to 2 hours	\$257.00

Exhibit H - Title 17 Fees (Environment)

Exhibit H
Ordinance No. _____

The fees and charges set forth in Table 3.104.170 are the city of Lynnwood fees and charges related to the provisions of LMC Title 17.

Table 3.104.170. LMC Title 17 Fees and Charges

LMC TITLE 17 – ENVIRONMENT FEES		
All deposits are to trust accounts to cover hourly processing charges, actual cost of services, plus posting and mailing costs.		
Type of Fee	Note	2026 Fee
Environmental Checklist Review (SEPA) and Threshold Determination		\$5,735.00
	Addendum	\$575.00
Environmental Impact Statement (EIS)	Cost per approved three-party contract	
Critical Areas Permit	No mitigation required	\$790.00
	Mitigation plan required, plus expert consultant costs, as billed	\$1,815.00
Tree Removal Permit		
Class I tree removal permit	If site inspection is required by LMC 17.15.110	\$75.00
Class I tree replacement option fee		\$86.00
Class II tree removal permit	First 10 significant tree units approved for removal	\$220.00
	Each additional significant tree unit	\$9.00
	Class II nonsignificant trees	\$75.00
Class II tree replacement option fee		\$215.00
Class II unreplaceable tree fee	Per Tree	\$120.00
City Attorney Support	Actual Cost	
Hearing Examiner	Actual Cost	
Appeal (Appeals Are Not Assessed Costs of Hearing Examiner)	Nonapplicant	\$575.00
	Appeal to hearing examiner – Applicant	\$1,150.00
Public Notice Requirements		
Public Notice Requirements		<u>\$230.00</u>

CITY COUNCIL 13.B
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Ordinance: Business License Fee Update

DEPARTMENT CONTACT: Karl Almgren, Development and Business Services

SUMMARY:

The proposed ordinance will increase business license fees based on direction from City Council from November 19, 2025.

PRESENTER:

Ben Wolters, AICP, DBS Director

ESTIMATED TIME:

5

BACKGROUND:

On November 19, 2025, DBS presented possible changes to business license fees including accounting for inflation increases since 2016 or 2019.

SUGGESTED ACTION:

Motion to approve Ordinance ____ amending LMC 3.104.050 and providing for an effective date, severability, and summary publication.

PREVIOUS COUNCIL ACTIONS:

On November 19, 2025, DBS Staff presented possible changes on the business license fees.

FUNDING:

Additional revenue with notice period is projected to increase revenues by \$556,850.

DEPARTMENT ATTACHMENTS

Description:

[Ordinance for Business License Fee Update Clean Version.pdf](#)

[Ordinance for Business License Fee Update Strikethrough version.pdf](#)



ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF LYNNWOOD, WASHINGTON, RELATING TO FEES
CHARGED BY THE CITY, AMENDING LMC 3.104.050 AND
PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY AND
SUMMARY PUBLICATION**

WHEREAS, pursuant to Chapter 35A.82 RCW and other laws, the City of Lynnwood is authorized to require businesses operating within the City to obtain a business license and pay associated fees; and

WHEREAS, the Lynnwood City Council has previously established business licensing regulations in Title 5 of the Lynnwood Municipal Code; and

WHEREAS, the Fee Schedule is revised periodically to address changing conditions; and

WHEREAS, the director of Development and Business Services (DBS) has determined that adjustments to fees related to business licensing are prudent and warranted; and

WHEREAS, a 75-day notice is required to the Washington State Department of Revenue Business License Service to change business license fees; and

WHEREAS, the provisions of this ordinance are procedural in nature and are exempt from SEPA threshold determination and EIS requirements as specified by to WAC 197-11-800(19); and

WHEREAS, the City Council has determined that the provisions of this ordinance are in the interest of the public's health, safety and general welfare;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1: Purpose. The purpose of this ordinance is to amend LMC 3.104.050.

Section 2: Amendments. LMC 3.104.050 is amended as provided by Exhibit A to this Ordinance.

39 Section 3: Severability. If any section, sentence, clause or phrase of this ordinance should be
40 held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or
41 unconstitutionality shall not affect the validity or constitutionality of any other section,
42 sentence, clause or phrase or word of this ordinance.
43

44 Section 4: Effective Date: This ordinance or an approved summary thereof consisting of its title
45 shall be published in the City’s official newspaper of record and shall take effect and be in full
46 force effective March 1, 2026.
47

48 PASSED BY THE CITY COUNCIL THIS XX day of XXXXXXXX, 20XX.
49

50 APPROVED:

51
52
53 _____
54 Christine Frizzell, Mayor
55

56 ATTEST/AUTHENTICATED:

57 APPROVED AS TO FORM:
58

59 _____
60 Luke Lonie, City Clerk

_____ Lisa Marshall, City Attorney

Exhibit A
Ordinance No. _____

3.104.050 LMC Title 5 fees and charges.

The fees and charges set forth in Table 3.104.050 are the city of Lynnwood fees and charges related to the provisions of LMC Title 5.

Table 3.104.050. LMC Title 5 Fees and Charges
LMC TITLE 5 - BUSINESS REGULATIONS AND LICENSE FEES

Type of Fee	Note	2026
Base Fee: General, General Nonresident and Home Occupation – LMC 5.06.040		
Business license (general and general nonresident business)	Initial application and base fee	\$166.00
General and general nonresident business license renewals		\$133.00
Home occupation initial and renewal	Per year	\$40.00
Short-term general and nonresident	60 days	\$53.00
Base Fee: General Businesses Business Employee		
Each employee working 14 or less hours per week		\$64.00
Each employee working 15 or more hours per week		\$124.00
Garbage Collection - LMC 5.08.020		
Garbage Collection	In Lieu of Base Fee	
Garbage Collection	For each resident	\$4.00
Garbage Collection	For each commercial account	\$133.00
Pawnbroker – LMC 5.16.025		
Pawnbroker business	Base Fee, plus	
Pawnbroker business	Per year	\$374.00
Investigation fee, per each new pawnbroker employee	One time	\$74.00
Peddlers and Salesmen - LMC 5.20.030		
Investigation fee, Per each new employee	Base Fee, plus	
Investigation fee, Per each new employee	Initial application	\$74.00
Special license - Daily fee	Per day	\$23.00
Special Events - LMC 5.20.040		
Commercial or community special event permit	Base Fee, plus	
Commercial or community special event permit	Initial permit fee	\$226.00
Repeat of previously approved event during same calendar year	Repeating	\$74.00
Commercial or community special event permit sponsored by the city of Lynnwood	Initial or repeating permit fee	No Fee

Expressive special event permit		No Fee
Appeal of director's decision on a special event permit application		\$665.00
Adult Entertainment - LMC 5.50.050	Base Fee, plus	
Adult entertainment premises license	Per year	\$3,734.00
Adult entertainer's license	Per year	\$374.00
Adult entertainment manager	Per year	\$1,494.00
Day Spas - LMC 5.55.040	Base Fee, plus	
Body scrub facility	Per year	\$53.00
Investigation fee – Nonrefundable	Initial application, per facility and per each new employee overseeing body scrubs	\$53.00
Panorams, Previews, Picture Arcades, Peep Shows - LMC 5.62.050	Base Fee, plus	
Panoram premises license	Per year	\$746.00
Panoram device license	Per year for each device	\$74.00
Panoram manager's license	Per year	\$37.00
Master license fee – Required if no premises license	Per year	\$451.00
Secondhand Dealers - LMC 5.82.020	Base Fee, plus	
Dealers	Per year	\$372.00
Employees - LMC 5.82.025	Per year	\$74.00



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, RELATING TO FEES CHARGED BY THE CITY, AMENDING LMC 3.104.050 AND PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY AND SUMMARY PUBLICATION

WHEREAS, pursuant to Chapter 35A.82 RCW and other laws, the City of Lynnwood is authorized to require businesses operating within the City to obtain a business license and pay associated fees; and

WHEREAS, the Lynnwood City Council has previously established business licensing regulations in Title 5 of the Lynnwood Municipal Code; and

WHEREAS, the Fee Schedule is revised periodically to address changing conditions; and

WHEREAS, the director of Development and Business Services (DBS) has determined that adjustments to fees related to business licensing are prudent and warranted; and

WHEREAS, a 75-day notice is required to the Washington State Department of Revenue Business License Service to change business license fees; and

WHEREAS, the provisions of this ordinance are procedural in nature and are exempt from SEPA threshold determination and EIS requirements as specified by to WAC 197-11-800(19); and

WHEREAS, the City Council has determined that the provisions of this ordinance are in the interest of the public's health, safety and general welfare;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1: Purpose. The purpose of this ordinance is to amend LMC 3.104.050.

Section 2: Amendments. LMC 3.104.050 is amended as provided by Exhibit A to this Ordinance.

39 Section 3: Severability. If any section, sentence, clause or phrase of this ordinance should be
40 held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or
41 unconstitutionality shall not affect the validity or constitutionality of any other section,
42 sentence, clause or phrase or word of this ordinance.
43

44 Section 4: Effective Date: This ordinance or an approved summary thereof consisting of its title
45 shall be published in the City’s official newspaper of record and shall take effect and be in full
46 force effective March 1, 2026.
47

48 PASSED BY THE CITY COUNCIL THIS XX day of XXXXXXX, 20XX.
49

50 APPROVED:

51
52
53 _____
54 Christine Frizzell, Mayor
55

56 ATTEST/AUTHENTICATED:

57 APPROVED AS TO FORM:
58

59 _____
60 Luke Lonie, City Clerk

_____ Lisa Marshall, City Attorney

Exhibit A
Ordinance No. _____

3.104.050 LMC Title 5 fees and charges.

The fees and charges set forth in Table 3.104.050 are the city of Lynnwood fees and charges related to the provisions of LMC Title 5.

Table 3.104.050. LMC Title 5 Fees and Charges
LMC TITLE 5 - BUSINESS REGULATIONS AND LICENSE FEES

Type of Fee	Note	2025	2026
Base Fee: General, General Nonresident and Home Occupation – LMC 5.06.040			
Business license (general and general nonresident business)	Initial application and base fee	\$125.00	<u>\$166.00</u>
General and general nonresident business license renewals		\$100.00	<u>\$133.00</u>
Home occupation initial and renewal	Per year	\$30.00	<u>\$40.00</u>
Short-term general and nonresident	60 days	\$40.00	<u>\$53.00</u>
Base Fee: General Businesses Business Employee			
Each employee working 14 or less hours per week		\$48.50	<u>\$64.00</u>
Each employee working 15 or more hours per week		\$93.00	<u>\$124.00</u>
Garbage Collection - LMC 5.08.020			
Garbage Collection	In Lieu of Base Fee		
Garbage Collection	For each resident	\$3.00	<u>\$4.00</u>
Garbage Collection	For each commercial account	\$100.00	<u>\$133.00</u>
Pawnbroker – LMC 5.16.025			
Pawnbroker business	Base Fee, plus		
Pawnbroker business	Per year	\$281.00	<u>\$374.00</u>
Investigation fee, per each new pawnbroker employee	One time	\$56.00	<u>\$74.00</u>
Peddlers and Salesmen - LMC 5.20.030			
Investigation fee, Per each new employee	Base Fee, plus		
Investigation fee, Per each new employee	Initial application	\$56.00	<u>\$74.00</u>
Special license - Daily fee	Per day	\$17.00	<u>\$23.00</u>
Special Events - LMC 5.20.040			
Commercial or community special event permit	Base Fee, plus		
Commercial or community special event permit	Initial permit fee	\$170.00	<u>\$226.00</u>
Repeat of previously approved event during same calendar year	Repeating	\$56.00	<u>\$74.00</u>
Commercial or community special event permit sponsored by the city of Lynnwood	Initial or repeating permit fee	No Fee	No Fee

Expressive special event permit		No Fee	No Fee
Appeal of director's decision on a special event permit application	Note: Appeal fee moved from LMC 5.30.080(B) to Fee Schedule.	\$500.00	<u>\$665.00</u>
Adult Entertainment - LMC 5.50.050	Base Fee, plus		-
Adult entertainment premises license	Per year	\$2,809.00	<u>\$3,734.00</u>
Adult entertainer's license	Per year	\$281.00	<u>\$374.00</u>
Adult entertainment manager	Per year	\$1,124.00	<u>\$1,494.00</u>
Day Spas - LMC 5.55.040	Base Fee, plus		
Body scrub facility	Per year	\$40.00	<u>\$53.00</u>
Investigation fee – Nonrefundable	Initial application, per facility and per each new employee overseeing body scrubs	\$40.00	<u>\$53.00</u>
Panorams, Previews, Picture Arcades, Peep Shows - LMC 5.62.050	Base Fee, plus		
Panoram premises license	Per year	\$561.50	<u>\$746.00</u>
Panoram device license	Per year for each device	\$56.00	<u>\$74.00</u>
Panoram manager's license	Per year	\$28.00	<u>\$37.00</u>
Master license fee – Required if no premises license	Per year	\$339.00	<u>\$451.00</u>
Secondhand Dealers - LMC 5.82.020	Base Fee, plus		
Dealers	Per year	\$280.00	<u>\$372.00</u>
Employees - LMC 5.82.025	Per year	\$56.00	<u>\$74.00</u>

CITY COUNCIL 13.C

**CITY OF LYNNWOOD
CITY COUNCIL**

TITLE: 2026 Salary Schedule Ordinance for Council approval.

DEPARTMENT CONTACT: Annie Vandenkooy, Human Resources

SUMMARY:

Requesting a motion for the City Council to adopt the 2026 Salary Schedule Ordinance.

PRESENTER:

Annie Vandenkooy, Human Resources Director

ESTIMATED TIME:

15

BACKGROUND:

Requesting a motion for the City Council to adopt the 2026 Salary Schedule Ordinance.

SUGGESTED ACTION:

Requesting Council approval on the proposed 2026 Salary Schedule Ordinance.

PREVIOUS COUNCIL ACTIONS:

12/1/25 City Council work session discussions.

FUNDING:

The Finance Director budgeted for COLAs in the 2026 to support this proposal.

VISIONS AND PRIORITIES ALIGNMENT:

Aligns with Strategic Plan Goals 3 and 5; nurturing operational and organizational excellence, and to be a diverse, welcoming, equitable, and livable city.

DEPARTMENT ATTACHMENTS

Description:

[2026 Salary Schedule with AFSCME & GSO 2.7.pdf](#)

[Salary Ordinance 2026 for Adoption.docx](#)

City of Lynnwood Full Time 2026 Salary Schedule													
AFSCME		Grade	Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
4908	Engineer	223	2026	58.76	61.1	63.58	66.11	68.75	71.50	74.35	N	5305	2
4219	Principal Planner	222	2026	54.41	56.59	58.88	61.22	63.66	66.20	68.86	N	5305	2
4042	Senior Applications Support Analyst	222	2026	54.41	56.59	58.88	61.22	63.66	66.20	68.86	N	5305	3
4001/4015	Network Systems Engineer	222	2026	54.41	56.59	58.88	61.22	63.66	66.20	68.86	N	803	2
4907	Project Manager	222	2026	54.41	56.59	58.88	61.22	63.66	66.20	68.86	N	803	2
4214/4900	Civil Engineer	221	2026	50.38	52.41	54.52	56.69	58.95	61.29	63.78	N	803	3
4212	Combination Electrical Inspector/Plan Reviewer	221	2026	50.38	52.41	54.52	56.69	58.95	61.29	63.78	N	803	2
4041	Database Administrator	221	2026	50.38	52.41	54.52	56.69	58.95	61.29	63.78	N	5305	2
4218	Lead Combo Plan Reviewer/Building Inspector	221	2026	50.38	52.41	54.52	56.69	58.95	61.29	63.78	N	803	3
4211	Senior Planner	221	2026	50.38	52.41	54.52	56.69	58.95	61.29	63.78	N	5305	2
4030	Application Support Analyst	220	2026	46.65	48.52	50.45	52.49	54.57	56.78	59.03	N	5305	3
4213	Business Support Analyst	220	2026	46.65	48.52	50.45	52.49	54.57	56.78	59.03	N	5305	2
4217	Code Enforcement Lead	220	2026	46.65	48.52	50.45	52.49	54.57	56.78	59.03	N	803	3
4206	Combination Plan Reviewer/Building Inspector	220	2026	46.65	48.52	50.45	52.49	54.57	56.78	59.03	N	803	3
4207	Electrical Inspector	220	2026	46.65	48.52	50.45	52.49	54.57	56.78	59.03	N	803	3
4916	Fleet Lead Technician	220	2026	46.65	48.52	50.45	52.49	54.57	56.78	59.03	N	803	3
4024	GIS Administrator	220	2026	46.65	48.52	50.45	52.49	54.57	56.78	59.03	N	803	2
4909	Lead Traffic Signal Technician	220	2026	46.65	48.52	50.45	52.49	54.57	56.78	59.03	N	803	3
4000	Accountant	219	2026	43.23	44.91	46.73	48.61	50.52	52.56	54.67	N	803	3
4912	Asset Management Administrator	219	2026	43.23	44.91	46.73	48.61	50.52	52.56	54.67	N	803	3
4204	Building Inspector	219	2026	43.23	44.91	46.73	48.61	50.52	52.56	54.67	N	5305	2
4205	Code Enforcement Officer	219	2026	43.23	44.91	46.73	48.61	50.52	52.56	54.67	N	803	3
4043	Deputy City Clerk	219	2026	43.23	44.91	46.73	48.61	50.52	52.56	54.67	N	5305	2
4905	Mechanic - Heavy Equipment	219	2026	43.23	44.91	46.73	48.61	50.52	52.56	54.67	N	803	3
4202	Planner	219	2026	43.23	44.91	46.73	48.61	50.52	52.56	54.67	N	803	3
4303	Probation Officer	219	2026	43.23	44.91	46.73	48.61	50.52	52.56	54.67	N	5305	2
4007	Senior Computer Support Specialist	219	2026	43.23	44.91	46.73	48.61	50.52	52.56	54.67	N	5305	3
4215	Senior Construction Inspector	219	2026	43.23	44.91	46.73	48.61	50.52	52.56	54.67	N	803	3
4902	Senior Engineering Technician	219	2026	43.23	44.91	46.73	48.61	50.52	52.56	54.67	N	803	3
4013	Buyer	218	2026	40.00	41.61	43.27	44.98	46.79	48.67	50.61	N	5305	5
4014	Computer Support Specialist	218	2026	40.00	41.61	43.27	44.98	46.79	48.67	50.61	N	5305	3
4904	Lab Technician	218	2026	40.00	41.61	43.27	44.98	46.79	48.67	50.61	N	5305	6
4220	Lead Permit Technician	218	2026	40.00	41.61	43.27	44.98	46.79	48.67	50.61	N	5305	3

4034/4141/4040	Senior Finance Specialist	218	2026	40.00	41.61	43.27	44.98	46.79	48.67	50.61	N	5305	5
4104/4110 4112	Senior Administrative Assistant	218	2026	40.00	41.61	43.27	44.98	46.79	48.67	50.61	N	5305	2
	AFSCME												
		Grade	Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
4910	Traffic Signal Technician	218	2026	40.00	41.61	43.27	44.98	46.79	48.67	50.61	N	5305	2
4016	Business License Specialist	217	2026	37.05	38.51	40.05	41.67	43.32	45.09	46.87	N	5305	5
4216	Construction Inspector	217	2026	37.05	38.51	40.05	41.67	43.32	45.09	46.87	N	803	3
4911	Emergency Vehicle Equipment Service Technician	217	2026	37.05	38.51	40.05	41.67	43.32	45.09	46.87	N	803	3
4901	Engineering Technician	217	2026	37.05	38.51	40.05	41.67	43.32	45.09	46.87	N	803	3
4210	Senior Permit Technician	217	2026	37.05	38.51	40.05	41.67	43.32	45.09	46.87	N	5305	3
4304	Legal Specialist III	217	2026	37.05	38.51	40.05	41.67	43.32	45.09	46.87	N	5305	3
4100/4105 4106/4107 4108	Administrative Assistant	216	2026	34.29	35.66	37.10	38.59	40.11	41.71	43.38	N	5305	6
4201	Assistant Planner	216	2026	34.29	35.66	37.10	38.59	40.11	41.71	43.38	N	5305	3
4033	Finance Specialist	216	2026	34.29	35.66	37.10	38.59	40.11	41.71	43.38	N	5305	6
4209	Permit Technician	216	2026	34.29	35.66	37.10	38.59	40.11	41.71	43.38	N	5305	3
4035	Procurement Specialist	216	2026	34.29	35.66	37.10	38.59	40.11	41.71	43.38	N	5305	6
4038/4039	Senior Finance Technician	216	2026	34.29	35.66	37.10	38.59	40.11	41.71	43.38	N	5305	3
4301	Legal Specialist II	216	2026	34.29	35.66	37.10	38.59	40.11	41.71	43.38	N	5305	6
4031	Finance Technician	215	2026	31.75	33.03	34.33	35.72	37.16	38.65	40.18	N	5305	3
4302	Legal Specialist I	214	2026	29.40	30.58	31.80	33.07	34.39	35.77	37.21	N	803	6
4103/4111	Senior Support Services Technician	214	2026	29.40	30.58	31.80	33.07	34.39	35.77	37.21	N	803	6
4109	Support Services Technician	213	2026	27.36	28.47	29.59	30.75	31.99	33.27	34.61	N	5305	6
	NON-REPRESENTED												
	Finance	Grade	Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
5005	Finance Director	627	2026	86.06	89.77	93.62	97.65	101.84	106.23	110.79	E	5305	1
5003	Assistant Finance Director	625	2026	72.54	75.67	78.92	82.31	85.86	89.55	93.39	E	5305	1
5000	Manager - Accounting	624	2026	65.95	68.80	71.73	74.85	78.06	81.39	84.89	E	5305	1
5008	Manager - Finance	624	2026	65.95	68.80	71.73	74.85	78.06	81.39	84.89	E	5305	1
5006	Finance Supervisor	622	2026	54.53	56.83	59.29	61.85	64.52	67.29	70.17	E	5305	2
5004	Budget Coordinator	621	2026	49.53	51.68	53.90	56.23	58.65	61.15	63.79	E	5305	2
	Development & Business Services	Grade	Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
5201	DBS Director	627	2026	86.06	89.77	93.62	97.65	101.84	106.23	110.79	E	5305	1
5200	DBS Deputy Director	625	2026	72.54	75.67	78.92	82.31	85.86	89.55	93.39	E	5305	1

5207	DBS Manager	624	2026	65.95	68.80	71.73	74.85	78.06	81.39	84.89	E	5305	1
5208	Economic Development Manager	624	2026	65.95	68.80	71.73	74.85	78.06	81.39	84.89	E	5305	1
5203	Community Planning Manager	624	2026	65.95	68.80	71.73	74.85	78.06	81.39	84.89	E	5305	1
5212	Development Engineering Services Manager	623	2026	59.95	62.52	95.21	68.02	70.96	74.01	77.18	E	5305	1
5206	Building Services Manager	623	2026	59.95	62.52	95.21	68.02	70.96	74.01	77.18	E	5305	2
5210	City Center Program Manager	622	2026	54.53	56.83	59.29	61.85	64.52	67.29	70.17	E	5305	2
5211	Tourism/Project Manager	622	2026	54.53	56.83	59.29	61.85	64.52	67.29	70.17	E	5305	2
5213	Business Development Program Manager	621	2026	49.53	51.68	53.90	56.23	58.65	61.15	63.79	N	5305	2
5204	Permit Supervisor	621	2026	49.53	51.68	53.90	56.23	58.65	61.15	63.79	N	5305	1
	Court	Grade	Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
5305	Court Commissioner	CC	2026	99.26							E	5305	1
5300	Court Administrator	627	2026	86.06	89.77	93.62	97.65	101.84	106.23	110.79	E	5305	1
5304	Assistant Court Administrator	623	2026	59.95	62.52	95.21	68.02	70.96	74.01	77.18	E	5305	2
5301	Operations Supervisor	621	2026	49.53	51.68	53.90	56.23	58.65	61.15	63.79	E	5305	3
5302	Probation Supervisor	620	2026	45.04	47.01	49.02	51.10	53.32	55.61	57.99	N	5305	3
	Executive	Grade	Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
5403	Assistant City Administrator	627	2026	86.06	89.77	93.62	97.65	101.84	106.23	110.79	E	5305	1
5405	Communication and Community Engagement Manager	624	2026	65.95	68.80	71.73	74.85	78.06	81.39	84.89	E	5305	2
5408	City Clerk	622	2026	54.53	56.83	59.29	61.85	64.52	67.29	70.17	E	5305	1
5406	Intergovernmental Relations Liaison	622	2026	54.53	56.83	59.29	61.85	64.52	67.29	70.17	N	5305	2
5407	Equity and Social Justice Advisor	619	2026	40.97	42.73	44.57	46.48	48.45	50.55	52.74	N	5305	5
5404	Executive Assistant to the Mayor	619	2026	40.97	42.73	44.57	46.48	48.45	50.55	52.74	E	5305	5
	NON-REPRESENTED												
	Human Resources	Grade	Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
5602	Human Resources Director	627	2026	86.06	89.77	93.62	97.65	101.84	106.23	110.79	E	5305	1
5603	Human Resources Manager	624	2026	65.95	68.80	71.73	74.85	78.06	81.39	84.89	E	5305	2
5604	Human Resources Analyst, Senior	621	2026	49.53	51.68	53.90	56.23	58.65	61.15	63.79	N	5305	3
5601	Human Resources Analyst	620	2026	45.04	47.01	49.02	51.10	53.32	55.61	57.99	N	5305	2
5101	Administrative Assistant	617	2026	33.83	35.30	36.81	38.38	40.03	41.78	43.57	N	5305	5
	Information Technology	Grade	Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
5002	Information Technology Director	627	2026	86.06	89.77	93.62	97.65	101.84	106.23	110.79	E	5305	1
5014	Application Support Manager	624	2026	65.95	68.80	71.73	74.85	78.06	81.39	84.89	E	5305	2
5013	IT Systems Manager	624	2026	65.95	68.80	71.73	74.85	78.06	81.39	84.89	E	5305	2
	Legislative	Grade	Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			

6102	Executive Assistant to the City Council	619	2026	40.97	42.73	44.57	46.48	48.45	50.55	52.74	N	5305	6
	Parks, Recreation and Cultural Arts	Grade	Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
5812	Parks, Recreation and Cultural Arts Director	627	2026	86.06	89.77	93.62	97.65	101.84	106.23	110.79	E	5305	1
5802	Parks, Recreation and Cultural Arts Deputy Director	625	2026	72.54	75.67	78.92	82.31	85.86	89.55	93.39	E	5305	1
5821	Recreation Superintendent	624	2026	65.95	68.80	71.73	74.85	78.06	81.39	84.89	E	803	1
5811	Parks Maintenance Superintendent	624	2026	65.95	68.80	71.73	74.85	78.06	81.39	84.89	E	803	1
5814	Recreation Manager (R)	621	2026	49.53	51.68	53.90	56.23	58.65	61.15	63.79	N	5305	1
5813	Recreation Supervisor (R)	620	2026	45.04	47.01	49.02	51.10	53.32	55.61	57.99	N	5305	2
5800/5815	Assistant Recreation Supervisor (R)	619	2026	40.97	42.73	44.57	46.48	48.45	50.55	52.74	N	5305	2
5816/5817 5818/5819 5823/5824 5827	Recreation Coordinator	619	2026	40.97	42.73	44.57	46.48	48.45	50.55	52.74	N	5305	5
5806	Customer Service Specialist (Lead)	617	2026	33.83	35.30	36.81	38.38	40.03	41.78	43.57	N	5305	5
5801	Customer Service Specialist	616	2026	30.76	32.08	33.46	34.92	36.41	37.98	39.60	N	5305	6
5822	Senior Guard	615	2026	28.24	29.45	30.72	32.04	33.41	34.88	36.35	N	803	5
5820/5825	Recreation Specialist	614	2026	25.63	26.76	27.91	29.14	30.38	31.66	33.03	N	5305	5
-	Recreation Clerk	613	2026	23.55	24.56	25.60	26.71	27.87	29.07	30.31	N	5305	5
5810	Lifeguard/WSI II	613	2026	23.55	24.56	25.60	26.71	27.87	29.07	30.31	N	803	5
5809	Lifeguard/WSI I	611	2026	19.82	20.68	21.57	22.50	23.46	24.45	25.50	N	803	3
5808	Lifeguard	610	2026	18.20	18.95	19.77	20.62	21.52	22.46	23.43	N	803	3
	NON-REPRESENTED												
	Police	Grade	Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
5700	Police Chief	PS3	2026	90.63	94.54	98.60	102.83	107.26	111.88	116.69	E	6905	1
1710	Deputy Chief	DCN	2026	102.18	105.34	108.60	-	-	-	-	E	6905	1
5708	Jail Manager	JLM	2026	82.44	84.91	87.46					E	6905	1
5702	Police Support Services Manager	622	2026	54.53	56.83	59.29	61.85	64.52	67.29	70.17	E	5305	1
5706	Public Affairs and Communication Manager-Police	622	2026	54.53	56.83	59.29	61.85	64.52	67.29	70.17	E	5305	1
-	Jail Nurse	621	2026	49.53	51.68	53.90	56.23	58.65	61.15	63.79	N	6905	2
5705	Police Management Analyst, Senior	621	2026	49.53	51.68	53.90	56.23	58.65	61.15	63.79	N	5305	2
5704	Community Support Specialist/Social Worker	620	2026	45.04	47.01	49.02	51.10	53.32	55.61	57.99	N	5305	2
5104	Executive Assistant	619	2026	40.97	42.73	44.57	46.48	48.45	50.55	52.74	E	5305	5
6702	Reserve Police Officer (Step C of Police Officers Contract)	SPEC 6	2026			57.76					N	6905	4
5701	Police Officer Trainee (Step A of Police Officers Contract)	SPEC 88	2026	51.14	-	-	-	-	-	-	N	6905	4

	Public Works	Grade	Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
5906	Public Works Director	627	2026	86.06	89.77	93.62	97.65	101.84	106.23	110.79	E	5305	1
5904	Deputy Public Works Director	626	2026	77.54	80.88	84.36	87.98	91.75	95.73	99.82	E	5305	1
5914	Public Works Manager	624	2026	65.95	68.80	71.73	74.85	78.06	81.39	84.89	E	5305	1
5908	Traffic Engineer (R)	623	2026	59.95	62.52	95.21	68.02	70.96	74.01	77.18	N	803	2
5918	Development Engineering Services Manager	623	2026	59.95	62.52	95.21	68.02	70.96	74.01	77.18	E	5305	2
5909	Treatment Plant Supervisor (R)	622	2026	54.53	56.83	59.29	61.85	64.52	67.29	70.17	N	803	2
5905	Development Services Supervisor	622	2026	54.53	56.83	59.29	61.85	64.52	67.29	70.17	N	803	2
5917	Engineering Services Supervisor	622	2026	54.53	56.83	59.29	61.85	64.52	67.29	70.17	N	803	2
5901	Assistant Treatment Plant Supervisor	621	2026	49.53	51.68	53.90	56.23	58.65	61.15	63.79	N	803	2
5911	Building Operations & Maintenance Supervisor (R)	621	2026	49.53	51.68	53.90	56.23	58.65	61.15	63.79	N	803	2
5907	Streets Maintenance Supervisor (R)	621	2026	49.53	51.68	53.90	56.23	58.65	61.15	63.79	N	803	2
5910	Utilities Maintenance Supervisor (R)	621	2026	49.53	51.68	53.90	56.23	58.65	61.15	63.79	N	803	2
5102	Administrative Supervisor	621	2026	49.53	51.68	53.90	56.23	58.65	61.15	63.79	N	5305	2
5902	Automotive Shop Supervisor (R)	621	2026	49.53	51.68	53.90	56.23	58.65	61.15	63.79	N	803	2
5605	Safety Officer	620	2026	45.04	47.01	49.02	51.10	53.32	55.61	57.99	N	5305	3
5912	Lead Facilities Worker	619	2026	40.97	42.73	44.57	46.48	48.45	50.55	52.74	N	803	7
5916	Facilities Worker II	617	2026	33.83	35.30	36.81	38.38	40.03	41.78	43.57	N	803	8
5915	Lead Janitor	616	2026	30.76	32.08	33.46	34.92	36.41	37.98	39.60	N	803	8
5913	Facilities Worker I	616	2026	30.76	32.08	33.46	34.92	36.41	37.98	39.60	N	803	8
5903	Janitor	614	2026	25.63	26.76	27.91	29.14	30.38	31.66	33.03	N	803	8
	TEAMSTERS												
		Grade	Year	Step A	Step B	Step C	Step D	Step E					
3909	Lead Treatment Plant Operator	LTO	2026	45.95	48.23	50.48	52.77	55.59			N	803	7
3910	Electrician - WWTP and Utilities	ELT	2026	44.84	47.09	49.28	51.51	54.28			N	803	7
3116	SCADA Administrator	SCA	2026	44.84	47.09	49.28	51.51	54.28			N	803	7
3905	Treatment Plant Operator IV	O4	2026	43.77	45.94	48.08	50.25	52.95			N	803	7
3100/3106 3107	Foreman	F1	2026	43.65	45.67	47.74	49.74	52.29			N	803	7
3908	SCADA Technician	SCT	2026	42.48	44.41	46.32	48.30	50.72			N	803	7
3904	Treatment Plant Operator III	O3	2026	42.48	44.41	46.32	48.30	50.72			N	803	7
3101	Maintenance Technician	MT	2026	40.85	42.81	44.77	46.73	49.22			N	803	7
3104/3112													
3113	Lead Worker	L1	2026	40.58	42.32	44.03	45.82	48.01			N	803	7
3903	Treatment Plant Operator II	O2	2026	40.32	42.32	44.30	46.36	48.83			N	803	7
3901	Pump Station Operator	P1	2026	39.97	41.87	43.81	45.84	48.48			N	803	7
3902	Treatment Plant Operator I	O1	2026	39.56	40.98	42.41	43.79	45.64			N	803	7

3103/3110													
3111/3114/ 3115	Maintenance Worker II	M2	2026	36.38	38.04	39.84	41.65	44.03			N	803	7
3900	Operator in Training	OT	2026	30.38	31.85	33.28	34.79	36.60			N	803	7
3102/3108													
3109	Maintenance Worker I	M1	2026	29.35	30.93	32.46	34.01	35.92			N	803	7
3907	Teamsters Vegetation Supervisor	VS	2026	21.00	22.05	23.15	24.31	25.53	26.81		N	803	8
3105	Teamsters General Laborer	GL	2026	17.98	18.88	19.82	20.81	21.85	22.94		N	803	8
3911	Teamsters Intern	IN	2026	17.98	18.88	19.82	20.81	21.85	22.94		N	803	8
POLICE													
Lynnwood Police Management Guild													
		Grade	Year	Step A	Step B	Step C							
1711	Commander	CMN	2026	89.80	92.50	95.26					E	6905	1
Lynnwood Police Sergeants													
		Grade	Year	Step A	Step B	Step C							
1707	Police Sergeant	SG	2026	71.84	73.99	76.21					N	6905	3
Lynnwood Police Officers													
		Grade	Year	Step A	Step B	Step C	Step D	Step E					
1706	Police Officers	PO	2026	51.14	55.51	57.76	60.11	61.96			N	6905	4
Lynnwood Police Support													
		Grade	Year	Step I	Step II	Step III	Step IV	Step V	Step VI				
5707	Jail Lieutenant	JL	2026	67.32	69.34	71.42					N	6905	1
1705	Custody Sergeant	CSG	2026	54.29	55.93	57.60					N	6905	3
1717	Community Engagement & Crime Prevent. Supervisor	CES	2026	53.38	54.98	56.64					E	5305	3
1715	Crime Analyst	CA	2026	51.41	53.61	55.89	58.32	60.82			N	5305	3
1714	Master Custody Officer	MCO	2026	49.82	51.20	52.80					N	6905	4
1716	Police Records Supervisor	RS	2026	47.58	49.05	50.56					N	5305	3
5703	Victim Services Coordinator	VSC	2026	46.87	48.32	49.82	51.20	52.79			N	5305	1
1700	Animal Control	AC	2026	42.56	43.76	45.28	46.55	48.00			N	803	4
1713	Court Marshal	CM	2026	42.56	43.76	45.28	46.55	48.00			N	6905	4
1701	Crime Prevention Specialist	CS	2026	42.56	43.76	45.28	46.55	48.00			N	5305	3
1704	Custody Officer	CW	2026	42.56	43.76	45.28	46.55	48.00			N	6905	4
1702	Evidence Technician	ET	2026	42.56	43.76	45.28	46.55	48.00			N	803	3
1712	Police Records Program Technician	RPT	2026	42.56	43.76	45.28	46.55	48.00			N	5305	3
1703	Police Clerk	PC	2026	36.79	37.93	39.11	40.32	41.57	42.85		N	5305	6



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, RELATING TO CLASSIFICATION AND COMPENSATION OF CITY EMPLOYEE POSITIONS; AND PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION

WHEREAS, the City Council of the City of Lynnwood has authority to create and delete employee positions in the City and to establish and amend pay grade classifications and compensation amounts for employee positions in the City; and

WHEREAS, LMC 2.48.175 provides that the City’s position pay grades and the base pay plan for position grades shall be as established in the salary schedule adopted by ordinance of the City Council; and

WHEREAS, as provided by LMC 2.48.175, it is necessary that the adopted salary schedule be amended, modified, superseded, repealed, or reenacted from time to time; and

WHEREAS, Ordinance 3470 adopted on November 25, 2024, included the City of Lynnwood 2025 Salary Schedule for City employee positions; and

WHEREAS, the 2026 Salary Schedule attached as Exhibit A reflects the positions and pay rates in approved collective bargaining agreements and memorandums of understanding; and

WHEREAS, the City Council has determined that it is appropriate and in the best interest of the City to approve a 2026 cost of living increase of 2.7% for non-represented employees; and

WHEREAS, the City Council approves Pay Grade reclassifications and title updates for non-represented positions as reflected in Exhibit A; and

WHEREAS, the City Council has determined that the provisions of this Ordinance are in the interest of the public’s health, safety, and welfare,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

45 Section 1: Amendment. Exhibit A, entitled City of Lynnwood 2026 Salary Schedule, is hereby
46 amended to read as set forth on Exhibit A – City of Lynnwood 2026 Salary Schedule, attached
47 hereto and incorporated by reference.

48
49 Section 2: No Limitation of Authority. The City of Lynnwood 2026 Salary Schedule as adopted
50 shall not limit the authority of the City of Lynnwood to take personnel and budgetary actions as
51 otherwise allowed by applicable law, personnel policies, and collective bargaining agreements.

52
53 Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be
54 held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or
55 unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,
56 clause or phrase or word of this ordinance.

57 Section 4. Effective Date: This ordinance or an approved summary thereof consisting of its title
58 shall be published in the City’s official newspaper of record and shall take effect and be in
59 full force five days following its publication.

60
61 PASSED BY THE CITY COUNCIL THIS XX day of XXXXXXX, 2025.

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APPROVED:

Christine Frizzell, Mayor

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

Luke Lonie, City Clerk

Lisa Marshall, City Attorney

CITY COUNCIL 13.D

**CITY OF LYNNWOOD
CITY COUNCIL**

TITLE: Resolution: Authorizing the Mayor to Prepare an Ordinance for Council Consideration of the Public Safety Sales Tax Measure

DEPARTMENT CONTACT: Julie Moore, City Council

PRESENTER:

Nick Coelho, Council President

ESTIMATED TIME:

15

SUGGESTED ACTION:

Adopt

DEPARTMENT ATTACHMENTS

Description:

[Resolution - Public Safety Sales Tax Measure.doc](#)



RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LYNNWOOD, WASHINGTON, AUTHORIZING THE MAYOR TO TAKE ALL STEPS NECESSARY TO PREPARE AN ORDINANCE OR RESOLUTION FOR COUNCIL CONSIDERATION THAT IMPOSES A SALES TAX OF ONE-TENTH OF ONE PERCENT AS AUTHORIZED BY ENGROSSED SUBSTITUTE HOUSE BILL 2015, ADOPTED BY THE STATE LEGISLATURE ON APRIL 22, 2025, AND EFFECTIVE JULY 27, 2025

WHEREAS, the City of Lynnwood’s General Fund is grappling with a projected multi-million dollar budget deficit in 2026; and

WHEREAS, the City’s General Fund receives nearly 54 percent of its revenues from sales tax and property tax, neither of which have kept pace with inflation; and

WHEREAS, the City’s sales tax revenues in 2024 were below 2022 revenues, and General Fund property tax revenues were less than in 2017; and

WHEREAS, the City’s public safety expenses continue to climb, increasing since 2018 by nearly 44 percent; and

WHEREAS, this mismatch of declining real revenues and increasing expenses drives the General Fund deficit; and

WHEREAS, prior to any service expansions, additional revenues are needed to maintain current levels of service; and

WHEREAS, in 2025, the Washington State Legislature passed Engrossed Substitute House Bill 2015, which authorized cities and counties to impose an additional councilmanic one-tenth of one percent sales tax for criminal justice purposes; and

WHEREAS, to impose the tax, the City must meet the requirements of the Local Law Enforcement Grant Program created by Engrossed Substitute House Bill 2015; and

WHEREAS, although the Criminal Justice Training Commission has not yet

41 promulgated rules for the program, cities are allowed to demonstrate their compliance with the
42 grant program as described in Engrossed Substitute House Bill 2015 and impose the tax;

43
44 WHEREAS, in accordance with Department of Revenue rules, to begin collecting the
45 tax on April 1, 2026 (for distribution in June of 2026), the City must have an ordinance or
46 resolution authorizing the tax passed and delivered to the Department of Revenue by January
47 15, 2026; and

48
49 WHEREAS, the City Council believes this tax is necessary to avoid significant
50 disruptions to public safety levels of service: now, therefore

51
52 THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO RESOLVE AS
53 FOLLOWS:

54
55 Sections 1. *The Lynnwood City Council, recognizing the need for additional funding to*
56 *maintain important public safety levels of service authorizes the Mayor and Administration to*
57 *take all steps necessary, and submit all documentation required, to have the Washington State*
58 *Criminal Justice Training Commission determine the City's eligibility to impose the sales tax*
59 *authorized by Engrossed Substitute House Bill 2015.*

60
61 Section 2. *The Lynnwood City Council requests the Mayor and Administration prepare a*
62 *resolution or ordinance for Council's consideration that would impose the one-tenth of one*
63 *percent (0.1%) sales tax.*

64
65
66 This Resolution shall be in full force and effect from and after its adoption and approval.

67
68 PASSED BY THE CITY COUNCIL, the _____ day of _____, 2025.

69
70 APPROVED:
71
72 _____
73 Christine Frizzell, Mayor

74
75 ATTEST/AUTHENTICATED:
76
77 _____
78 Luke Lonie, City Clerk

CITY COUNCIL 13.E
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Council Vacancy Process

DEPARTMENT CONTACT: Luke Lonie, City Council

SUMMARY:

Council will discuss the process for filling the vacancy for council position #6

PRESENTER:

Luke Lonie, City Clerk, and Julie Moore, Assistant City Administrator

ESTIMATED TIME:

5

BACKGROUND:

Council Member Hurst, position #6, was elected Mayor and the election was certified on November 25, 2025. His position on the Council must therefore be vacated prior to January 1, 2026. The council has 90 days to fill this position before the county assumes responsibility.

The council will discuss the process for filling the vacancy as outlined in Resolution 2024-08, attached.

SUGGESTED ACTION:

Direct the City Clerk to distribute and publish a notice of the vacancy and the deadline for applying for the vacant City Council position number 6.

DEPARTMENT ATTACHMENTS

Description:

[Res 2024-08 Council Vacancy Process.pdf](#)



RESOLUTION NO. 2024-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, AMENDING THE PROCEDURE FOR FILLING VACANCIES ON THE CITY COUNCIL.

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WHEREAS, the City of Lynnwood is a municipal corporation organized under the laws of the State of Washington;

WHEREAS, the City Council desires to adopt a procedure for filling vacancies in the City Council; and

WHEREAS, the City Council established the procedure for filling vacancies in Resolution 2010-13;

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF LYNNWOOD DOES RESOLVE AS FOLLOWS:

Section 1. Vacancy on the City Council. A vacant City Council position shall be filled by the remaining members of the City Council in accordance with the procedures established in this Resolution. Nominations, voting, selection, and appointment of a person to fill the vacant City Council position shall occur in a meeting open to the public.

Section 2. Application. Any person interested in applying for a position on the City Council shall submit an application in the form attached hereto.

Section 3. Notice. Whenever a council position is vacant, the City Council shall direct the City Clerk to distribute and publish a notice of the vacancy and the deadline for applying for the position. The notice of the vacancy and the deadline for applying for the City Council position shall be published in a newspaper of general circulation in the City and on the City's web site.

Section 4. Application Review. Should there be more than eight applicants, after the deadline for submission of applications has passed, the City Clerk shall distribute a copy of each application to each City Councilmember who shall evaluate such applications and rank each application in order of preference according to the Councilmember's judgment. Councilmembers shall send their rankings to the City Clerk for tallying, with their top choice

41 receiving the same number of points as applicants, and their bottom choice receiving 1 point.
42 The City Clerk shall tally the points, and the eight applicants who receive the most points shall
43 be scheduled for interviews pursuant to section 5 of this resolution. In the event of a tie for
44 eighth, the Council may interview nine (9) applicants. The Council President shall place the
45 matter on an agenda for an executive session wherein Councilmembers shall inform each other
46 of their initial evaluations and otherwise discuss candidate’s qualifications. Thereafter, in open
47 meeting the Council shall select up to eight (8) applicants to be interviewed by the Council
48 based upon the results of the tally and direct the Council President to place interviews on a
49 future agenda.

50
51 **Section 5. Interview - Limitation.** A maximum of eight (8) applicants shall be interviewed unless
52 a tie for eighth has occurred pursuant to section 4 of this resolution. The order of interviews
53 shall be determined by lottery drawing by the City Clerk. All interviews shall occur at a regular
54 or special council meeting open to the public.

55
56 **Section 6. Interview - Duration.** Each interview will be limited to 30 minutes total.

57
58 6.1 Each applicant will be asked to make a three-minute introductory presentation.

59
60 6.2 Each Council Member will have the opportunity to ask one question relevant to
61 the position. Interview questions shall be developed by Council and provided to
62 applicants by the close of business on the business day prior to the first interview.
63 Council Members shall submit one question and one alternate question to Council
64 Leadership five business days prior to the interviews. If any Councilmembers submit
65 duplicate or similar questions, Councilmembers will be asked to provide a new question
66 until there are six (6) questions. Council Leadership will submit the questions to the City
67 Attorney. Questions which are not approved by the City Attorney will not be allowed
68 during the interview process.

69
70 6.3 Each applicant will have up to three minutes to answer each question.

71
72 6.4 Each applicant will be allowed a two-minute closing statement.

73
74 **Section 7. Preliminary Vote.** At the conclusion of interviews or any set of interviews the Council
75 may recess to executive session to evaluate candidates. After all applicants have been
76 interviewed and the Executive Session is closed, Councilmembers will return to open session.
77 The Council will then conduct a weighted "preliminary" vote allowing each Council Member to
78 vote for their top three candidates; the first preference getting three points, the second
79 preference getting two points, and the third preference getting one point. There shall be three
80 rounds of voting; at the first round, councilmembers will express support for their first
81 preference; at the second round, councilmembers will express support for their second
82 preference; and at the third round, councilmembers will express support for their third
83 preference.

84

85 **Section 8. Recording Vote - Finalists.** All of the points for each candidate shall be tallied and the
86 three candidates receiving the most points shall be finalists. In the case of a tie for third, the
87 finalist list would be expanded to four.

88
89 **Section 9. Final Vote.** Each Council Member shall be allowed to cast a final vote for one of the
90 finalists at a Regular or Special Business Meeting. In the event no finalist receives four or more
91 votes, the finalist with the least number of votes will be removed from the list. Councilmembers
92 will then cast their votes from the reduced list of finalists until a finalist receives four or more
93 votes. The Mayor will then entertain a motion to affirm the appointment of that applicant to
94 the vacant position.

95
96 **Section 10. Oath of Office.** Following the final vote, the newly affirmed appointment shall be
97 sworn into office by the municipal judge, or any person authorized by statute to administer
98 oaths either immediately or at the next regularly scheduled council meeting.

99
100 **Section 11. Notice to Applicants.** The City Clerk shall notify each applicant of the City Council's
101 decision.

102
103 This Resolution shall be in full force and effect from and after its adoption and approval.

104
105 PASSED BY THE CITY COUNCIL, the 28th day of May 2024.

106
107 APPROVED:
108 DocuSigned by:
109 *Christine Frizzell* 5/29/2024
110 77ADF363AF504F4...
111 Christine Frizzell, Mayor

112 ATTEST/AUTHENTICATED:
113 DocuSigned by:
114 *Luke Lonie*
115 9859FC9ACFCA4CF...
116 Luke Lonie, City Clerk

CITY COUNCIL
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Bi-Yearly Report to Council - Boards and Commissions Applications

DEPARTMENT CONTACT: Lila Robinson, Executive Office

ESTIMATED TIME:

0

DEPARTMENT ATTACHMENTS

Description:

[Boards and Commissions Report to Council December 2025 - final.pdf](#)

Boards & Commissions Applications Report June 1, 2025 - November 26, 2025

Note = data from last report

Arts Commission

Name:	Date Applied:	Residency:	Disposition:
Note: No applications received during this time period.			

Board of Ethics

Name:	Date Applied:	Residency:	Disposition:
Lui, Kyra	7/2/2025	within City limits	Being a registered voter is a requirement for the Ethics Board and since the applicant is not a registered voter, they are not eligible; application will remain on file for 9 months from application date

Civil Service Commission

Name:	Date Applied:	Residency:	Disposition:
Note: No applications received during this time period.			

Diversity, Equity and Inclusion Commission

Name:	Date Applied:	Residency:	Disposition:
Aburabie, Maryam	7/3/2025	within City limits	Candidate interviewed with Mayor on 10/29/25; scheduled to be interviewed by Council in January 2026
Brewster, Mara	8/19/2025	within City limits	Candidate interviewed with Mayor on 9/11/25; scheduled to be interviewed by Council in January 2026
Schneider, Melody	9/30/2025	within City limits	Candidate interviewed with Mayor on 12/1/25; scheduled to be interviewed by Council in January 2026
Note:			

History and Heritage Board			
Name:	Date Applied:	Residency:	Disposition:
Palmer, Cory	6/23/2025	within City limits	Approved to Board at 9/22/25 Council meeting
Finkle, Linda	9/18/2025	within City limits	Approved to Board at 11/10/25 Council meeting
McKeown, Finn	11/10/2025	non-resident	The open position for the History & Heritage Board requires that the applicant live within the City limits and be a registered voter - this applicant does not live within the city limits and is not a registered voter, they are not eligible; the applicant was put in contact with the staff liaison so that other options for involvement could be discussed; application will remain on file for 9 months from application date
Note:			
Human Services Commission			
Name:	Date Applied:	Residency:	Disposition:
Simpson, Bethany	8/22/2025	within City limits	Application was reviewed but was not selected to move forward; application will remain on file for 9 months from the application date
Olson, Jenna	10/28/2025	non-resident	Application was reviewed but was not selected to move forward; application will remain on file for 9 months from the application date
Osborn, Kevin	10/29/2025	non-resident	Application was reviewed but was not selected to move forward; application will remain on file for 9 months from the application date
Haight, Cody	11/4/2025	within City limits	Candidate interviewed with Mayor on 11/24/25; scheduled to be interviewed by Council in January 2026
Note:			

LEOFF-1 Disability Board			
Name:	Date Applied:	Residency:	Disposition:
Note: No applications received during this time period.			
LEOFF-1 Firefighter Pension Board			
Name:	Date Applied:	Residency:	Disposition:
Note: No applications received during this time period.			
Parks & Recreation Board			
Name:	Date Applied:	Residency:	Disposition:
Note: No applications received during this time period.			
Planning Commission			
Name:	Date Applied:	Residency:	Disposition:
Le, Duc	10/30/2025	within City limits	Application reviewed but there are currently no open positions on the Commission; application will remain on file for 9 months from application date
Brower, Greg L.	11/5/2025	within City limits	Application reviewed but applicant is not a registered voter and that is a requirement for this Commission; application will remain on file for 9 months from the application date
Note:			
Tourism Advisory Committee			
Name:	Date Applied:	Residency:	Disposition:
Note: No applications received during this time period.			

<p><i>**There are a few reasons why an application is labeled as "pending". Applications received on the day the report was drafted, applications that have not been reviewed by the staff liaison or advisory body members, the applicant was the "second choice" for candidacy, or the disposition of the application was not reported to the advisory body liaison, are noted as being "pending".</i></p>			



RESOLUTION NO. 2024-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, AMENDING THE PROCEDURE FOR FILLING VACANCIES ON THE CITY COUNCIL.

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101 decision.

102
103 This Resolution shall be in full force and effect from and after its adoption and approval.

104
105 PASSED BY THE CITY COUNCIL, the 28th day of May 2024.

106
107 APPROVED:
108 DocuSigned by:
109  5/29/2024
110 77ADF363AF504F4...
111 Christine Frizzell, Mayor

112 ATTEST/AUTHENTICATED:
113 DocuSigned by:
114 
115 9859FC9ACFCA4CF...
116 Luke Lonie, City Clerk