



LYNNWOOD CITY COUNCIL Work Session

City Hall Council Chambers 19100 44th Ave W Lynnwood WA 98036

MONDAY, JULY 7, 2025 6:00 PM

-
1. CALL TO ORDER
 2. ROLL CALL
 3. MAYOR COMMENTS
 4. COUNCIL COMMENTS
 5. COMMENTS AND QUESTIONS ON MEMO ITEMS
 6. WORK SESSION ITEMS
 - 6.A [Briefing: Lynnwood's Electric Vehicle and Charging Infrastructure Program and Ordinance for Public Electric Vehicle Charging Fees](#) - 20 minutes
Marcie MacQuarrie, Public Works Deputy Director
 - 6.B [Discussion: Retail Cannabis Interested Parties](#) - 60 minutes
Caitlein Ryan-PhD, Executive Director of the Cannabis Alliance; Henok Abraha, Derek Anderson, Gene Kulinovsky and Shy Sadis-Title Certification Holders; Josh Estes-Managing Partner of Pacific Northwest Regional Strategies, LLC
 - 6.C [Report Out: CNU/Strong Towns Conference](#) - 20 minutes
Council Members Nick Coelho and Robert Leutwyler
 7. NEW BUSINESS

ADJOURN

MEMOS FOR FUTURE ACTION

[Bid Award: Alderwood Mall Parkway Pavement Preservation & 33rd Ave W \(184th St SW to Poplar Wy Bridge\)](#) - 0 minutes

Amie Hanson, Project Manager, and David Mach, City Engineer

[Final Contract Acceptance: 2023 Pavement Preservation Project](#) - 0 minutes

Andy Johnson, Project Manager and David Mach, City Engineer

[Bid Award: Sewer Lift Station 4 Relocation Project](#) - 0 minutes

Erin Duleba, Project Manager and David Mach, City Engineer

[Contract Supplement: Sewer Lift Station 4 Relocation Project](#) - 0 minutes

Erin Duleba, Project Manager and David Mach, City Engineer

[Contract Change Order: Contract 3696 – Medication Assisted Treatment – Opioid Settlement Funds](#) - 0 minutes

Curtis Zatylny, Deputy Chief of Police

[Additional Construction Contract Authority: Lift Station 10 Wet Well Cleaning and Force Main Improvements](#) - 0 minutes

Andy Johnson, Project Manager and David Mach, City Engineer

[LMC Updates for tax remittance deadlines](#) - 0 minutes

Michelle Meyer, Finance Director

[LMC Update for Utility Billing Late Fees](#) - 0 minutes

Michelle Meyer, Finance Director

MEMOS FOR YOUR INFORMATION

CITY COUNCIL 6.A

CITY OF LYNNWOOD CITY COUNCIL

TITLE: Briefing: Lynnwood's Electric Vehicle and Charging Infrastructure Program and Ordinance for Public Electric Vehicle Charging Fees

DEPARTMENT CONTACT: Marcie MacQuarrie, Public Works

SUMMARY:

The City of Lynnwood Public Works Department has started to install Public Electric Vehicle Charging stations across City campuses. This fee will recover costs of the maintenance, operations, and replacement of these charging stations.

PRESENTER:

Marcie MacQuarrie, Public Works Deputy Director

ESTIMATED TIME:

20

BACKGROUND:

The City of Lynnwood currently offers three electric vehicle (EV) charging stations (six charging heads) for public use. The charging stations were installed through a grant in 2025 and are located at the main City Hall parking lot. Staff are proposing a fee as set forth in the draft ordinance to recover costs and support the continued adoption of clean EVs in Lynnwood by maintaining a low-cost charging option for the community.

SUGGESTED ACTION:

Approve attached ordinance to update LMC 3.104.020 "Fee Schedule" to include Electric Vehicle Charging Fee for the City owned public charging stations.

FUNDING:

Staff recommends the adoption of the EV charging fee of \$0.39/kWh. This per kWh fee was informed by the average cost of electricity, annual charger maintenance fees, average annual charger electricity consumption, and other regional EV charging fees and penalties. In compliance with Revised Code of Washington ("RCW") 19.94.560, the price to refuel is set in United States dollars per kilowatt-hour.

The proposed fee will allow for the recuperation of electricity, service, and maintenance costs, and save for future replacement costs and is an accessible charging fee below the Lynnwood market rate, encouraging the continued adoption of clean EVs in Lynnwood. The rate listed in the fee schedule will periodically change to reflect utility rate updates, this will be posted on charging infrastructure, and fee schedule will be updated with the biennial budget.

VISIONS AND PRIORITIES ALIGNMENT:

Vision/Mission/Goals: The Lynnwood Community Vision states that the City is "to be a welcoming city that builds a healthy and sustainable environment" and "be a city that is responsive to the wants and needs of our citizens." We believe the addition of this charging infrastructure adds more options to our community and community for clean energy options in transportation.

DEPARTMENT ATTACHMENTS

Description:

[Amendment to Fee Ordinance EV Charging 6-2025.pdf](#)

[Public Charging Station Fees 7-2025.pdf](#)



ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LYNNWOOD, WASHINGTON, PERTAINING TO FEES CHARGED BY
THE CITY IN LMC 3.104.020; PROVIDING FOR SEVERABILITY;
ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR
SUMMARY PUBLICATION**

WHEREAS, the City of Lynnwood has installed and operates public electric vehicle (EV) charging stations on City property to encourage the use of electric vehicles; and

WHEREAS, the City desires to adopt a fee structure for the use of these EV charging stations to cover the operational, maintenance, and replacement costs; and

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 Public Works (PW) has determined that the addition of fees related to Electric Vehicle Charging are prudent and warranted;

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

Section 1: Amendment. LMC 3.104.020 is amended as set forth in Exhibit A and incorporated by this reference as if fully set forth herein.

Section 2: Fee Methodology Adopted. PW Fee Methodology is set forth in Exhibit B attached hereto by this reference as if fully set forth herein.

Section 3. Administration and Collection:

The Public Works Director shall be responsible for the administration, collection, and enforcement of fees under this ordinance, including the authority to modify payment methods or update fees by administrative rule, to coincide with the rates of Snohomish County PUD as described in the Fee Methodology, as attached hereto as Exhibit B.

Section 4. Enforcement:

Enforcement shall be enforced in accordance with LMC 21.18.930 (B) (1) and (B) (4) (A). Spaces will be signed accordingly including time limits and tow away provisions.

Section 5. Severability: If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase or word of this ordinance.

Section 6. Effective Date: This ordinance or an approved summary thereof consisting of its title shall be published in the City's official newspaper of record and shall take effect and be in full force five days following its publication.

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

APPROVED:

Christine Frizzell, Mayor

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

Luke Lonie, City Clerk

Lisa Marshall, City Attorney

3.104.020 LMC Title 2 fees and charges.

The fees and charges set forth in Table 3.104.020 are the city of Lynnwood fees and charges related to the provisions of LMC Title 2.

Table 3.104.020. LMC Title 2 Fees and Charges

Type of Fee

LMC TITLE 2 – ADMINISTRATION AND PERSONNEL

City Clerk,
Chapter 2.14 LMC

Public records

Photocopies and printed copies	Maximum per page, pursuant to RCW 42.56.120	0.15
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Records scanned into electronic format	Maximum per page, pursuant to RCW 42.56.120	0.10
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Electronic files uploaded for electronic delivery	Maximum per four electronic files, pursuant to RCW 42.56.120	0.05
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Transmission of records in an electronic format	Maximum per gigabyte, pursuant to RCW 42.56.120	0.10
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Digital storage media, device, envelope, postage, etc. Actual cost, pursuant to RCW 42.56.120

Customized service charge Actual cost, pursuant to RCW 42.56.120

Body worn camera video redaction	Actual cost of staff time per minute, as allowed by RCW 42.56.240(14)	0.98
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De minimis fee waiver	The city clerk may waive a de minimus fee for records in instances when operational expenses associated with collection and processing of the fee are contrary to the city's financial interests.
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Finance Director,
Chapter [2.12](#) LMC

Final utility bill calculation Per request request	35.00
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Lien recording and release Actual cost

WebCheck for final bill –Per request online	30.00
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Police Department,
Chapter [2.36](#) LMC

Fingerprinting fees For 2 cards	10.00
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Each additional card	2.50
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Digital photo reproduction Per request fee	25.00
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Electronic home Daily monitoring program fee	30.00
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Community service fee	30.00
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Jail commitment extension fee	40.00
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Streets and Public Works
Department,
Chapter [2.44](#) LMC

Weekend work permit	One-time fee for the entire time the specific project is in effect, renewed every 3 weeks (no additional fee)	167.00
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Electric Vehicle Charging Fee	Rate periodically may change to reflect utility rate updates, this will be posted on charging infrastructure, and fee schedule will be updated with the biennial budget.	0.39/kWh
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72
73

Public Electric Vehicle Fee Setting Overview

Background

The City of Lynnwood currently offers three electric vehicle (EV) charging stations (six charging heads/ports) for public use. The charging stations were installed through a grant in 2025 and are located at the main City Hall parking lot.

Staff are proposing a fee to recover costs and support the continued adoption of clean EVs in Lynnwood by maintaining a low-cost charging option for the community.

Charging Station Usage Summary

Charging usage since installation May 2025:

- Average charging session length: 45 minutes
- Total charging sessions: 1,328 sessions
- Total electricity consumption: 6,498.844 kilowatt hours (kWh)

Charging Station Costs:

- Yearly fee of \$1,200 per port to ChargePoint, a third-party EV charging network, for the operations and maintenance of the existing vehicle charging equipment.
- Energy Charges:
 - Customer charge: \$1.72 per day
 - Energy Charge: \$0.08365 Per kWh
 - Taxes
- City maintenance and replacement costs

Regional Fees Survey

Municipal-Owned Public Charging Fees

- Redmond: \$0.23/kwh, additional charge \$5/hour after 3 hours consecutive charging
- Edmonds: \$1.50/hour (these are level 2 stations not DCFC like ours)
- Kirkland: Free public charging (these are level 2 stations not DCFC like ours)
- Shoreline: Free public charging
- Marysville: \$1.75/hour
- Tacoma: \$.40/kwh

Privately-Owned Charging Rates in Lynnwood Available to the Public

105 Locations in Lynnwood charge a variety of rates depending on the vendor and location. Specific
106 Lynnwood locations and rates include:

- 107 • Alderwood Mall
 - 108 ○ Nine DC fast charging ports
 - 109 ○ Rate: \$0.65/kWh
- 110 • Hilton Garden Inn
 - 111 ○ 2 level 2 charging stations
 - 112 ○ Rate 0.40/kwh
- 113 • Edmonds Shopping Center
 - 114 ○ 2 DCFC Stations
 - 115 ○ \$0.50/KWH + \$1 connection fee

116

117 **Recommendation and Fee Justification**

118 Staff recommends the adoption of the EV charging fee of \$0.39/kWh.

119 Based on the costs listed, expected usage, and daily averages it is estimated that it will cost the
120 City \$0.39 per kWh used. In compliance with Revised Code of Washington ("RCW") 19.94.560,
121 the price to refuel is set in United States dollars per kilowatt-hour.

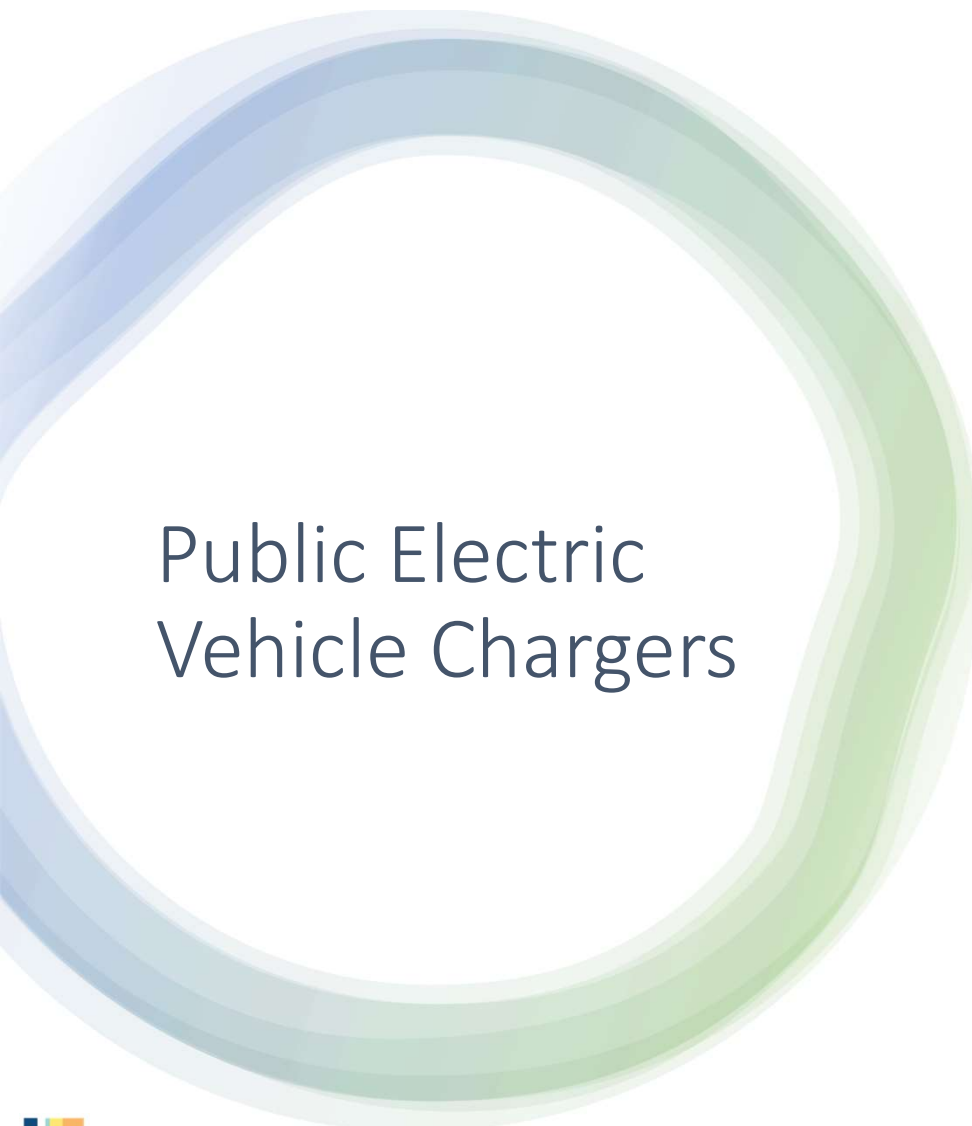
122 The proposed fee will allow for the recuperation of costs outlined and is an accessible charging
123 fee in line with the local market rate, encouraging the continued adoption of clean EVs in
124 Lynnwood. The rate listed in the fee schedule will periodically change to reflect utility rate
125 updates, this will be posted on charging infrastructure, and fee schedule will be updated with the
126 biennial budget.

127



Electric Vehicle Charging Fee For Public Charging Stations

July 2025



Public Electric Vehicle Chargers

3	Charging Stations
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6	Charging Ports/Heads
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6	EV Parking Spots
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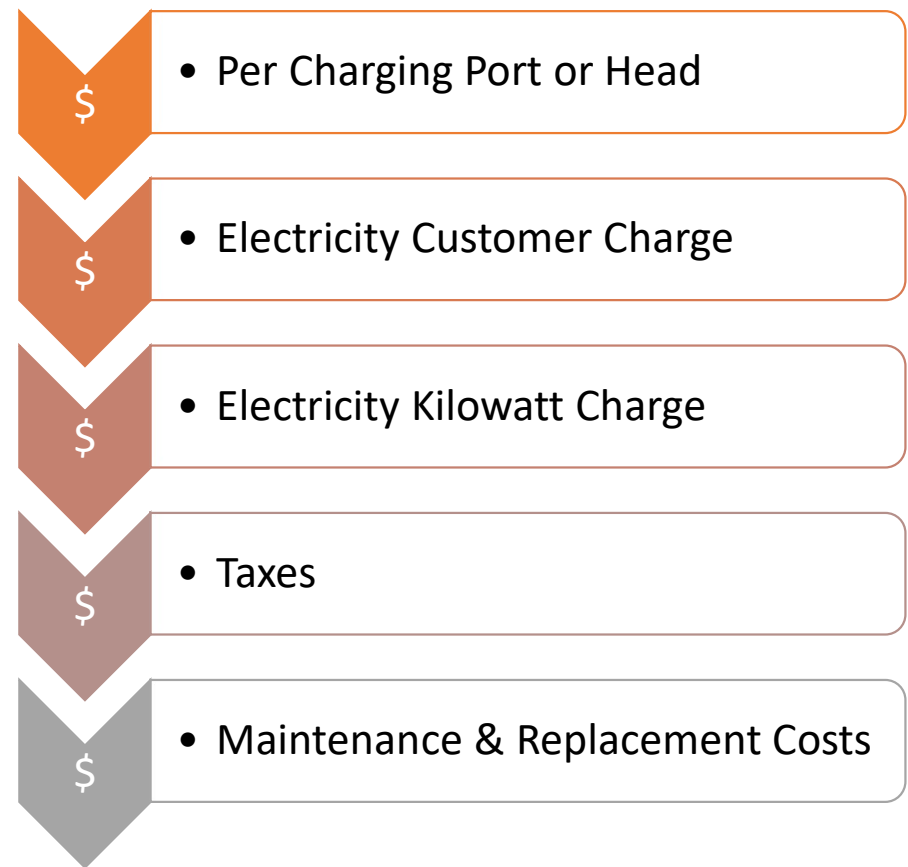
1,328	Charging Sessions
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6,500	Kilowatt hours consumed
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Charging Station Costs



Regional Fees

Municipal-Owned Public Charging Fees

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- Alderwood Mall
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 - Rate 0.40/kwh
- Edmonds Shopping Center
 - 2 DCFC Stations
 - \$0.50/KWH + \$1 connection fee



Staff Recommendations

adoption of the EV charging fee of \$0.39/kWh



**Questions or
Comments?**

Thank you!

CITY COUNCIL 6.B

CITY OF LYNNWOOD CITY COUNCIL

TITLE: Discussion: Retail Cannabis Interested Parties

DEPARTMENT CONTACT: Estee Avalos, City Council

PRESENTER:

Caitlein Ryan-PhD, Executive Director of the Cannabis Alliance; Henok Abraha, Derek Anderson, Gene Kulinovsky and Shy Sadis-Title Certification Holders; Josh Estes-Managing Partner of Pacific Northwest Regional Strategies, LLC

ESTIMATED TIME:

60

DEPARTMENT ATTACHMENTS

Description:

[Cannabis in Our Community \(1\).pdf](#)

[CC_StaffPresentation_20250616.pdf](#)



www.thecannabisalliance.us



RETAIL CANNABIS IN **OUR COMMUNITY**

Caitlein Ryan, PhD

Executive Director

The Cannabis Alliance

Caitlein.ryan@thecannabisalliance.us

Introduction

While we appreciate the public health concerns raised at the last meeting, it's important to recognize that the vast majority of cannabis consumers are not experiencing the severe outcomes described. For many—especially medical patients—cannabis offers critical relief for chronic conditions, pain, and anxiety. Overstating risks without context can unintentionally stigmatize patients and responsible adults, and may push use into unregulated markets where there are no safeguards, dosage controls, or age checks.





“Potency”



- In discussions about cannabis, it's important to clarify that “potency” refers to the amount of a substance needed to produce a specific effect—not just its THC concentration.
- Because people respond to cannabis in very different ways, depending on factors like tolerance, body chemistry, and method of use, focusing solely on concentration can oversimplify a much more complex picture of how cannabis affects individuals.
- Focusing solely on THC concentration ignores the entourage effect—the concept that cannabinoids, terpenes, and flavonoids can interact synergistically to influence therapeutic and psychoactive outcomes in ways that single-compound measurements don't capture
- From a public health perspective, it is important to properly identify concerns to effectively introduce interventions designed to have real impact rather than blanket fear.



Known Risk of THC



Cannabis is not without risks—but let's keep those risks in context.

THC has an extremely high estimated lethal dose (LD₅₀), between 666–1,260 mg/kg of body weight



Caffeine LD₅₀: 192 mg/kg



Nicotine LD₅₀: 60 mg/kg



Alcohol can be fatal at a blood concentration of just 0.4%

- A 175-pound adult would need to consume over 53 grams of pure THC at once to reach a lethal threshold
- In Washington State, possession of more than seven grams of concentrate was unlawful unless someone has a medical authorization, in which case they can possess up to 21 grams.





Cannabis and Opiates

In a 2022 comprehensive study of 60,000 patients, people who utilized cannabis saw a 30% reduction in opiate use. Some patients stopped opiate use all together.



CBD and cannabis laws have been associated with reductions in Medicare and Medicaid opioid prescriptions



Smart, regulated cannabis policy—paired with public health education—can complement broader strategies to address addiction, overdoses, and access to safe treatment



qualitative studies report that some individuals use cannabis to reduce opioid cravings and manage withdrawal symptoms



cannabis risk centers on misuse patterns and youth access—not direct toxicity

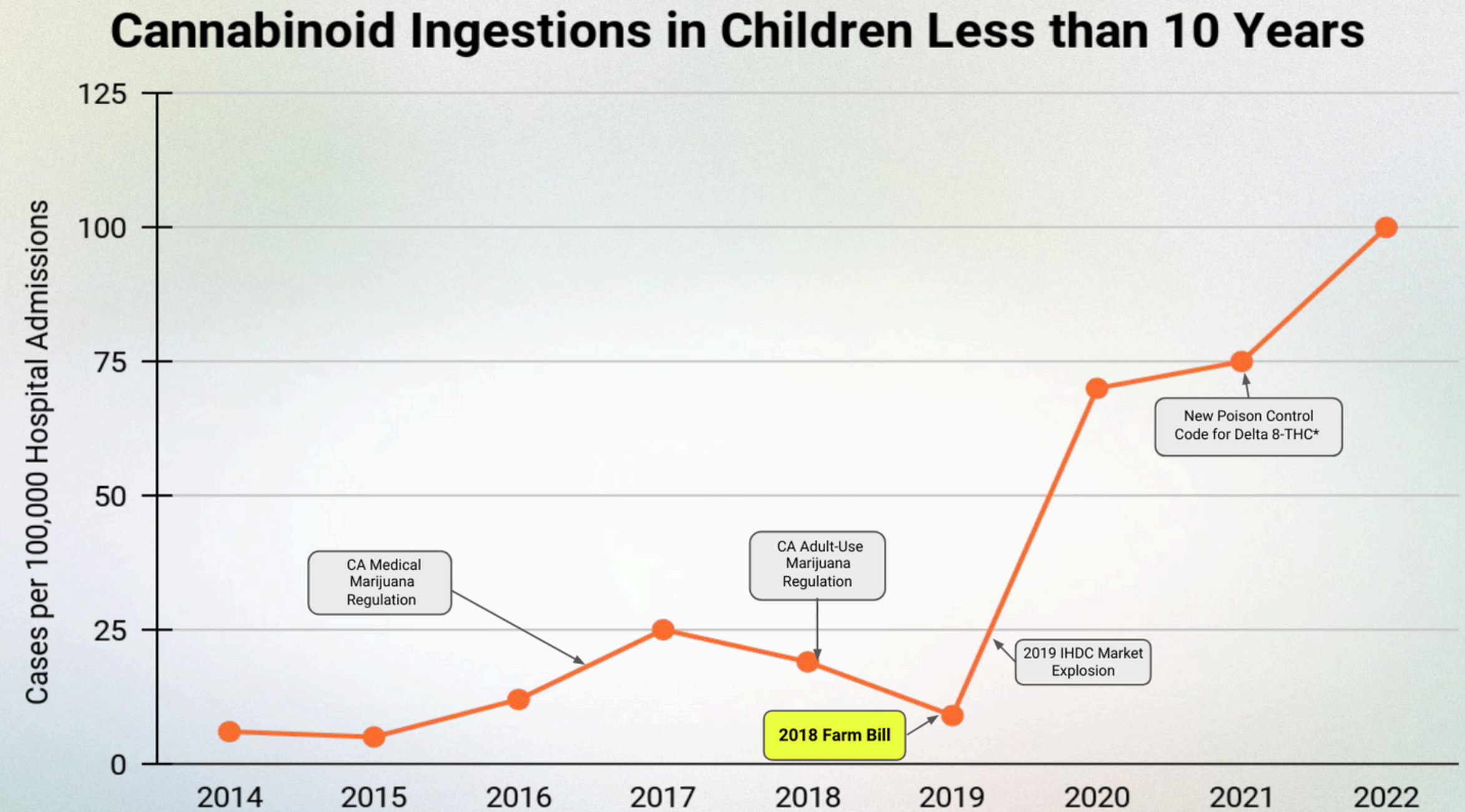
Youth Access

A study published in 2024 by the CDC shows cannabis use is down in 8-12th graders.

- WSLCB Enforcement and Education staff routinely hire youth to attempt to purchase controlled substances at alcohol, tobacco, and cannabis retailers. The WSLCB Research Program annually publishes a “Youth Access Compliance Checks Dashboard” which reports that targeted cannabis retailers have historically achieved an average compliance rate of 94.4% in comparison with 75% in alcohol and tobacco.
- Roughly 1 in 17 attempts by underage persons to purchase cannabis from licensed retailers in Washington state may be successful. For successful purchases to comprise 5.6% of overall sales, Washington children would have to be attempting to purchase cannabis at rates roughly equivalent to adults - meaning retail staff would be denying half of the attempted visits to their establishments every day.



Youth Access



*CDC Health Alert Network Health Advisory, September 14, 2021
Data courtesy of Public Health Institute

Additional Risks Associated With THC

"medical and recreational cannabis policies were not associated with a statistically significant increase in rates of psychosis-related health outcomes."

Elser H, Humphreys K, Kiang M, et al. Legalization and Psychosis-Related Health Care Utilization. JAMA Psychiatry. 2023

- Heavy or early cannabis use does not cause psychosis in most individuals—but among those with genetic vulnerability (e.g. family history or high polygenic risk), cannabis can precipitate or accelerate onset of psychotic disorders such as schizophrenia
- Adolescents or those with emerging mental health vulnerability who use cannabis are more likely than non-users to experience early, distressing psychotic symptoms—suggesting cannabis may act as an indicator, not necessarily a root cause .
- Targeted education and coordinated care—for example, early psychosis intervention programs—are proven to help reduce harms and support better patient outcomes when use and vulnerability intersect





Conclusion

There is industry consensus to be a part of the solution for reducing overconsumption and successfully restricting youth access.



Thank you for the opportunity to speak today. Cannabis is not without risks—but neither is it the public health crisis some portray it to be. The evidence shows that thoughtful regulation, public education, and community partnership are far more effective at protecting youth and promoting public health than prohibition. Patients, caregivers, and responsible adults deserve access to safe, legal cannabis supported by science rather than stigma. Lynnwood now has an opportunity to shape a model that reflects its values—balancing public safety, health, and equity through transparent, compassionate policy.

www.thecannabisalliance.us

THANK YOU!

caitlein.ryan@thecannabisalliance.us





LYNNWOOD

WASHINGTON

A great deal more

Retail Sales of Cannabis

City Council

June 16, 2025

Rebecca Samy, CFM, Senior Planner

Zack Spencer, Planner

Karl Almgren, AICP, Community Planning Manager

Project Schedule:

- June 16: City Council Work Session to review list and revised maps.
- July 14: City Council Business Meeting to conduct item-by-item voting to develop a refined ordinance and refer to Planning Commission.
- July 24: Planning Commission Work Session
- August 14: Planning Commission Public Hearing
- September 2: City Council Work Session
- September 8: City Council Public Hearing
- September 22: City Council Consideration

Lynnwood's History with Cannabis:

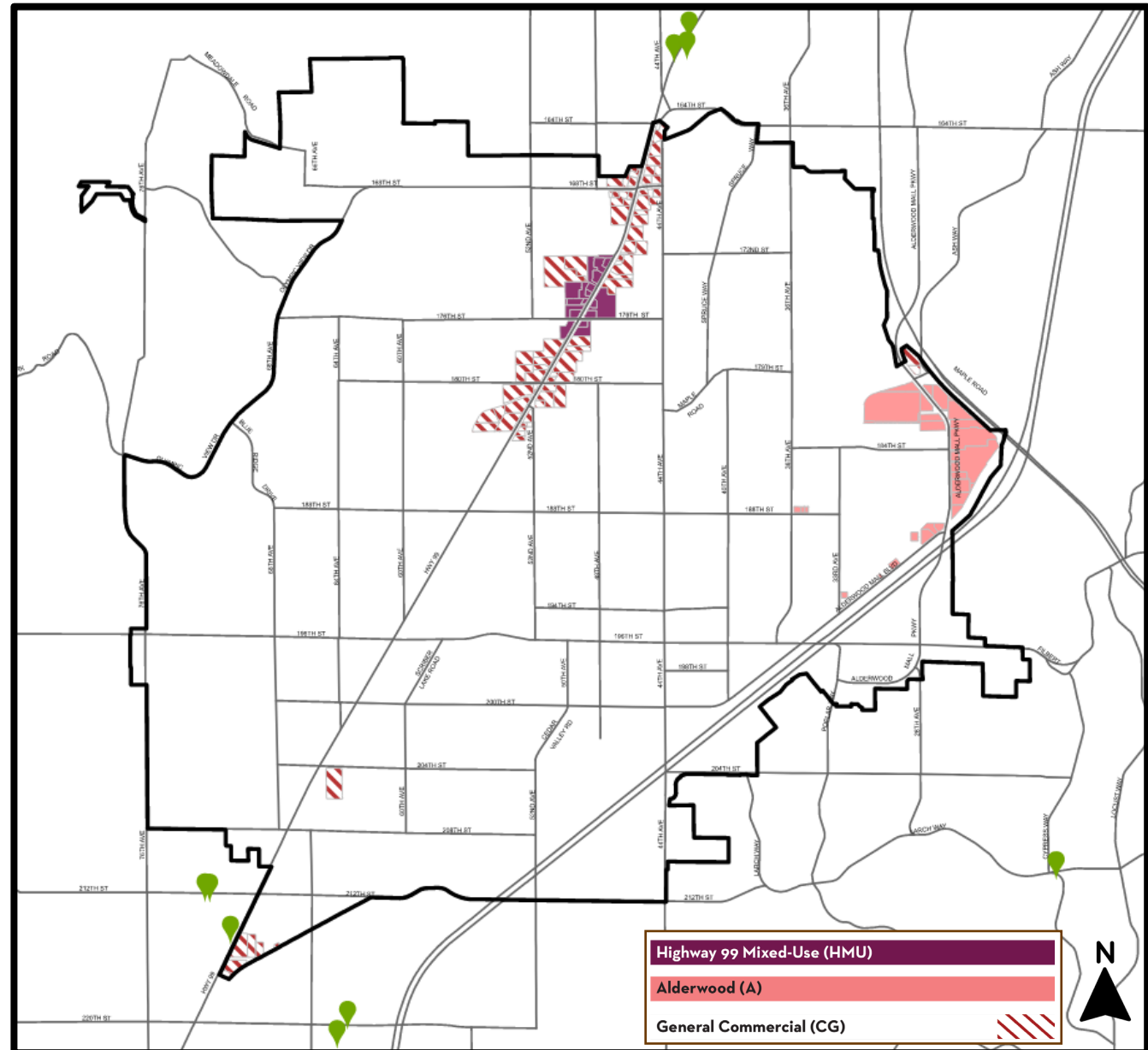
- 2012 Washington State passes I-502, legalizing the production, processing, and retail sales of cannabis.
- City of Lynnwood in response passes a series of moratoriums prohibiting production, processing and retail sale cannabis beginning in June 2013 through February 2015.
- Ordinance 3136 adopted June 2015 revoked the moratoriums and implemented a final prohibition of retail sales, production and processing, and medical marijuana collective gardens.
- September 23, 2024, City Council passed a motion directing the Planning Commission to develop a comprehensive set of recommendations that would allow the establishment of retail cannabis stores in designated zones.

Planning Commission Recommendation - March 27, 2025

Motion to recommend development of an ordinance to allow retail cannabis in the following zones; Highway 99 Mixed-Use (HMU), General Commercial (CG), and Alderwood (A) zone subject to the following conditions:

1. Provide a minimum 1,000-foot buffer in the Highway 99 Mixed-Use and General Commercial zones for restricted entities which are allowed a reduced buffer.
2. Provide a minimum 300-foot buffer in Alderwood zone for restricted entities which are allowed a reduced buffer.
3. Require landscaping, parking, and other standards required for retail uses in the underlying zone.

The Planning Commission also recommended reevaluating the City Center zone for retail cannabis after construction of Town Square Park.



State Regulations:

Chapter 69.50 RCW: Statutes for retail cannabis

- Regulates locations
- Distances from certain uses
- Advertisement*

Chapter 314-55 WAC: Liquor and Cannabis Board regulations

- Administers licensing
- Enforcement

*SB5206 (2025) number of signs and enforcement of trade name signage to local jurisdiction.

WA Liquor Cannabis Board Responsibilities:

- Liquor Cannabis Board Regulates:
 - Age Verification Policies
 - Advertisement
 - Licensing
 - Labels on THC Products
 - Employee Eligibility
 - Separation from Restricted Entities (Buffers)
 - *Reference RCW 69.50 Article III*

Flexible Standards for Local Jurisdictions:

- Reduced buffer from certain uses
- Allowed zoning districts.
- Minimum distance from other retail cannabis locations.
- Add additional restricted entities including government buildings, medical facilities, or other land uses.
- Further advertisement restrictions.
- Minimum parking standards.
- Landscaping requirements.

Buffer Reductions

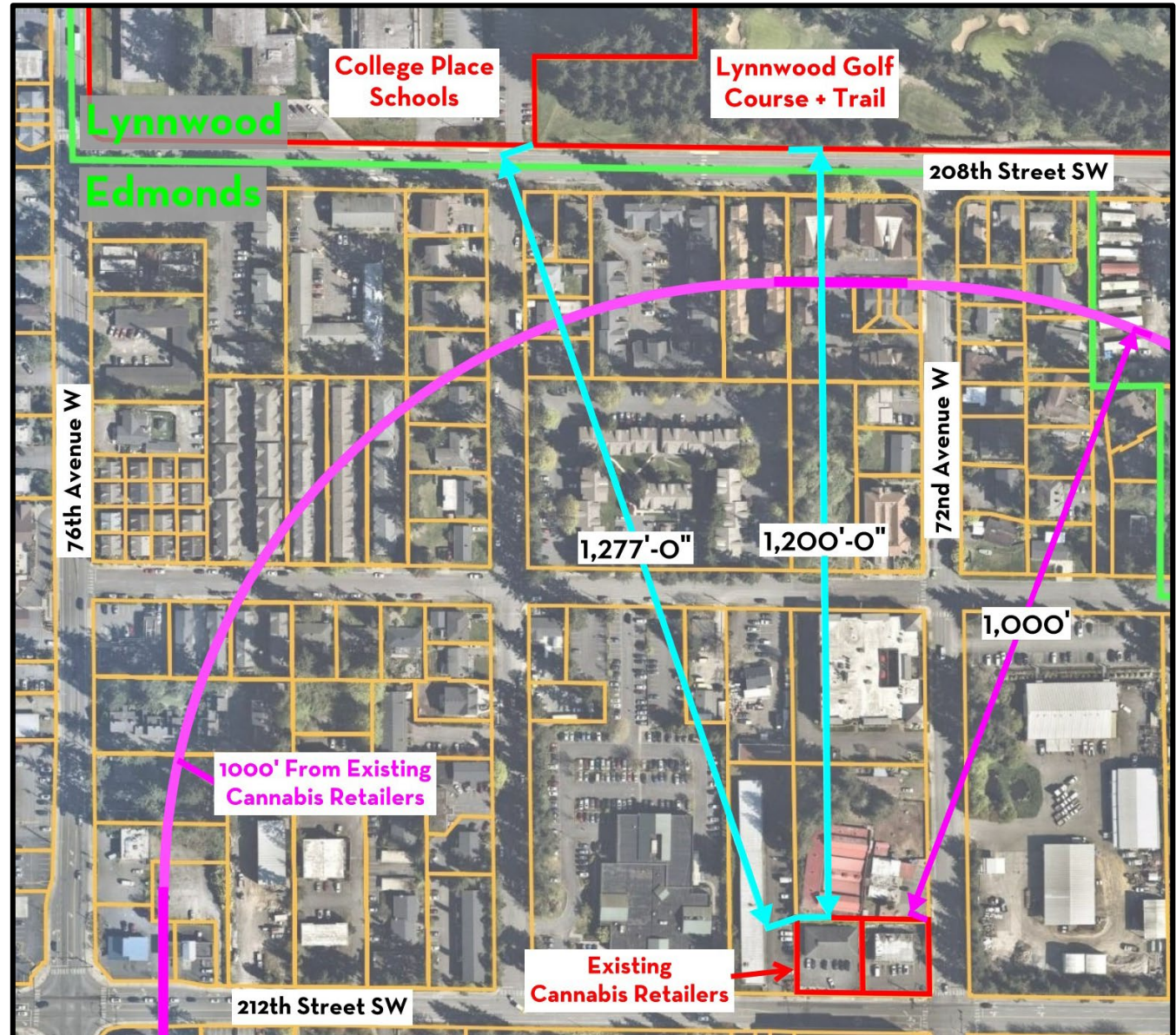
A 1,000-foot buffer is required from all restricted entities:

- **Elementary or secondary schools;**
- **Public Playgrounds;**
- Recreation center or facility;
- Child care center;
- Public park;
- Public transit center;
- Library; or
- Any game arcade (where admission is not restricted to persons age 21 or older)

Local governments may reduce the 1,000 feet buffer to 100 feet around all entities except:

- **Elementary or secondary schools, and**
- **Public playgrounds**

How Far is 1,000 Feet? How are Buffers Measured?

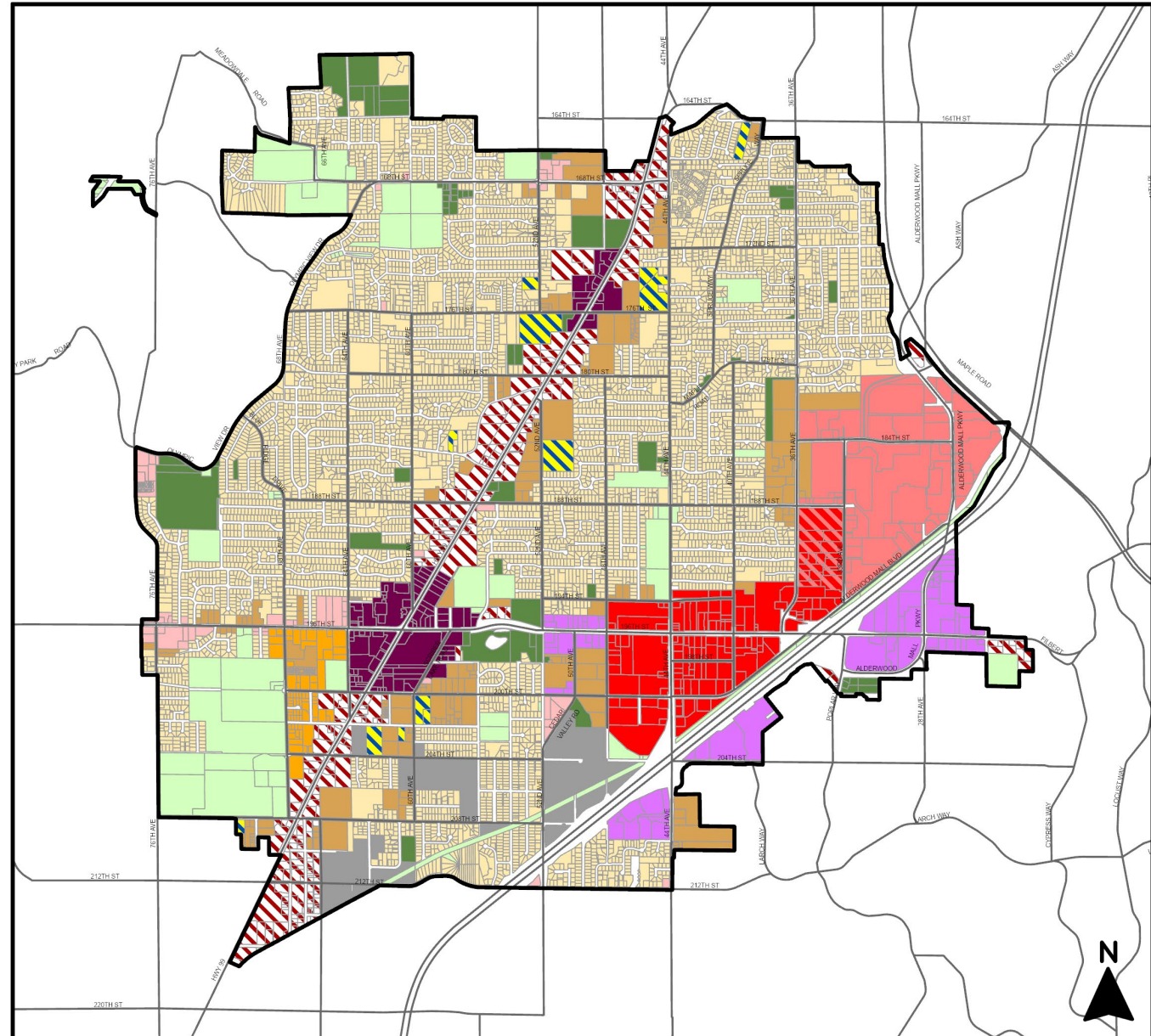


*images are not at the same scale

Citywide Zoning Map

This map shows:

- All parcels and zoning classifications in the City of Lynnwood.

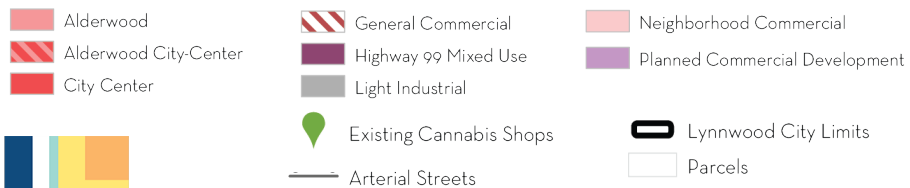


Data Sources: City of Lynnwood 2025, Washington State Liquor and Cannabis Board 2024, Snohomish County 2024.

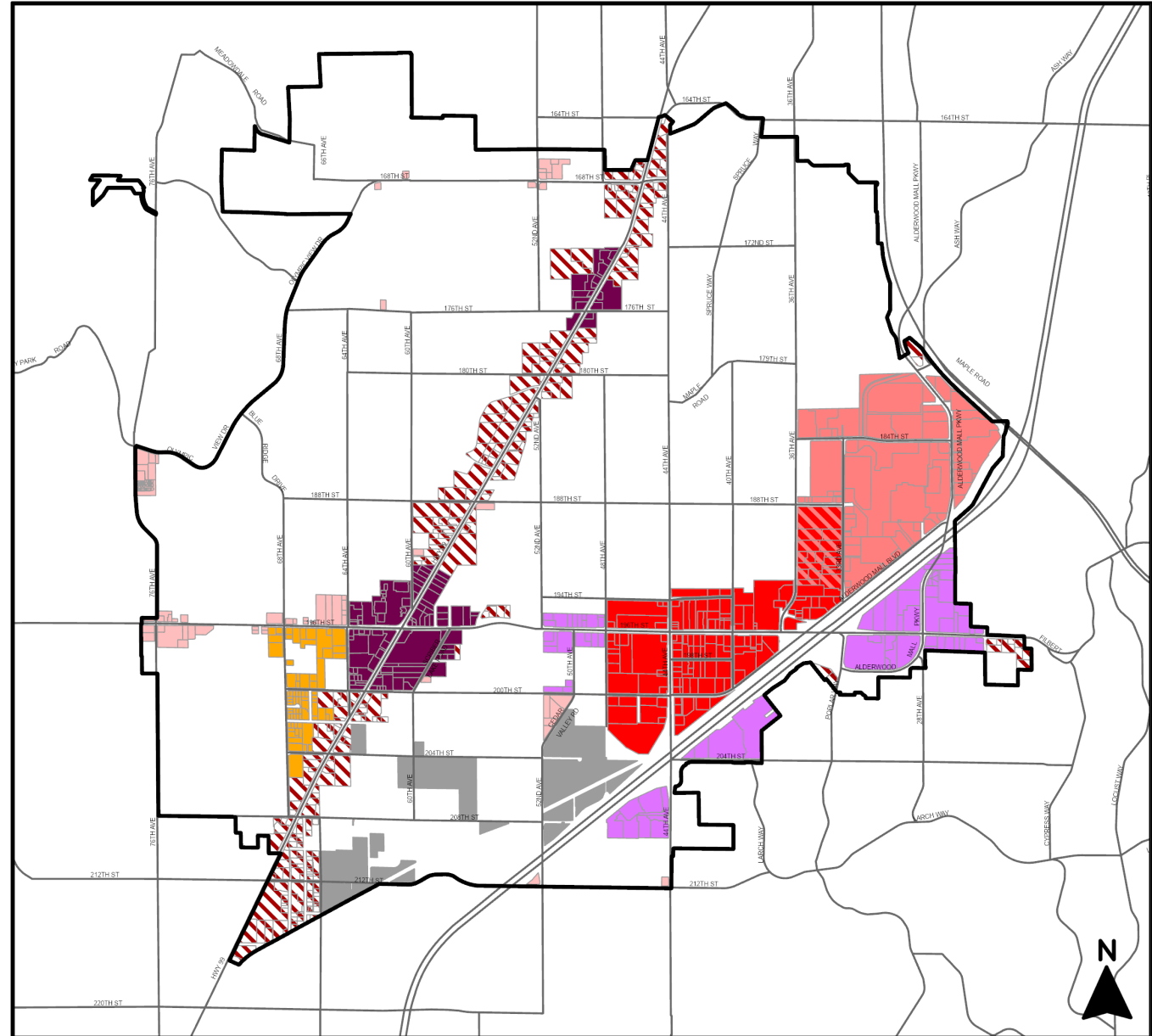
Retail Zones

This map shows:

- All the zones which allow retail uses.



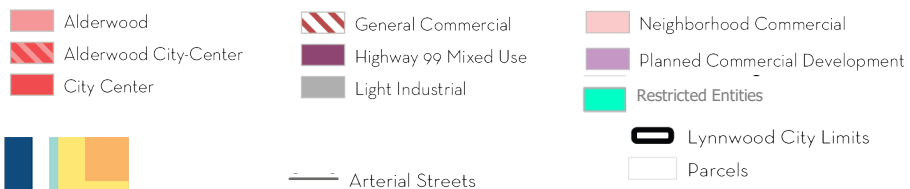
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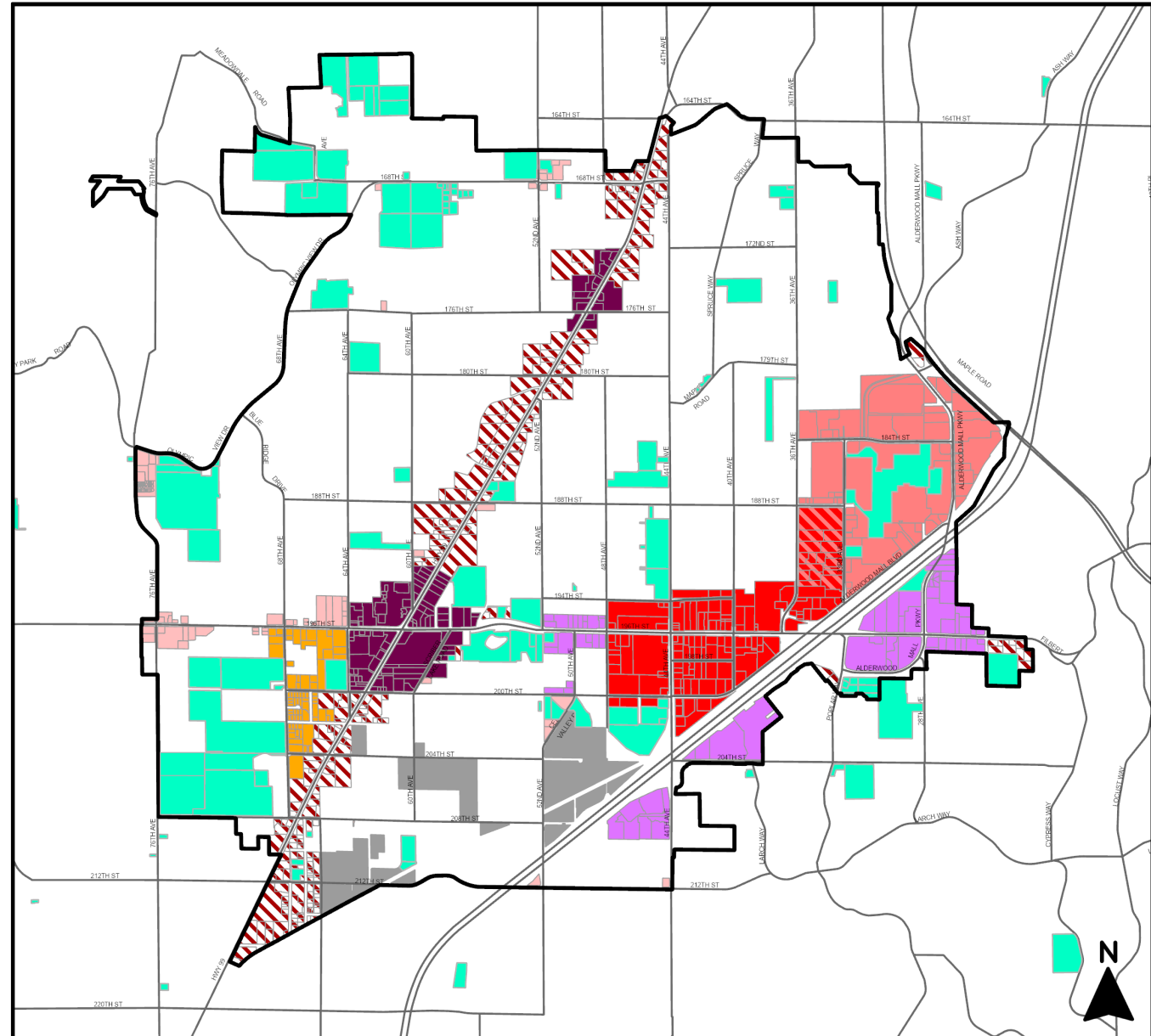
Restricted Entity Parcels and Retail Zoning

This map shows:

- All the parcels within the zones which allow retail uses.
- Locations of “restricted entities” parcels



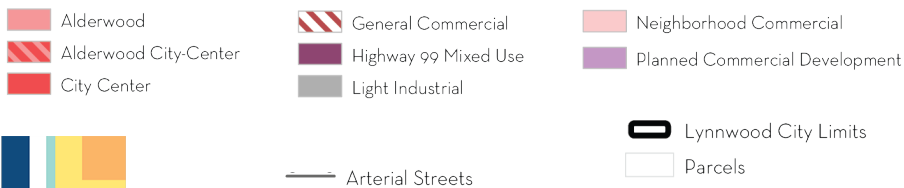
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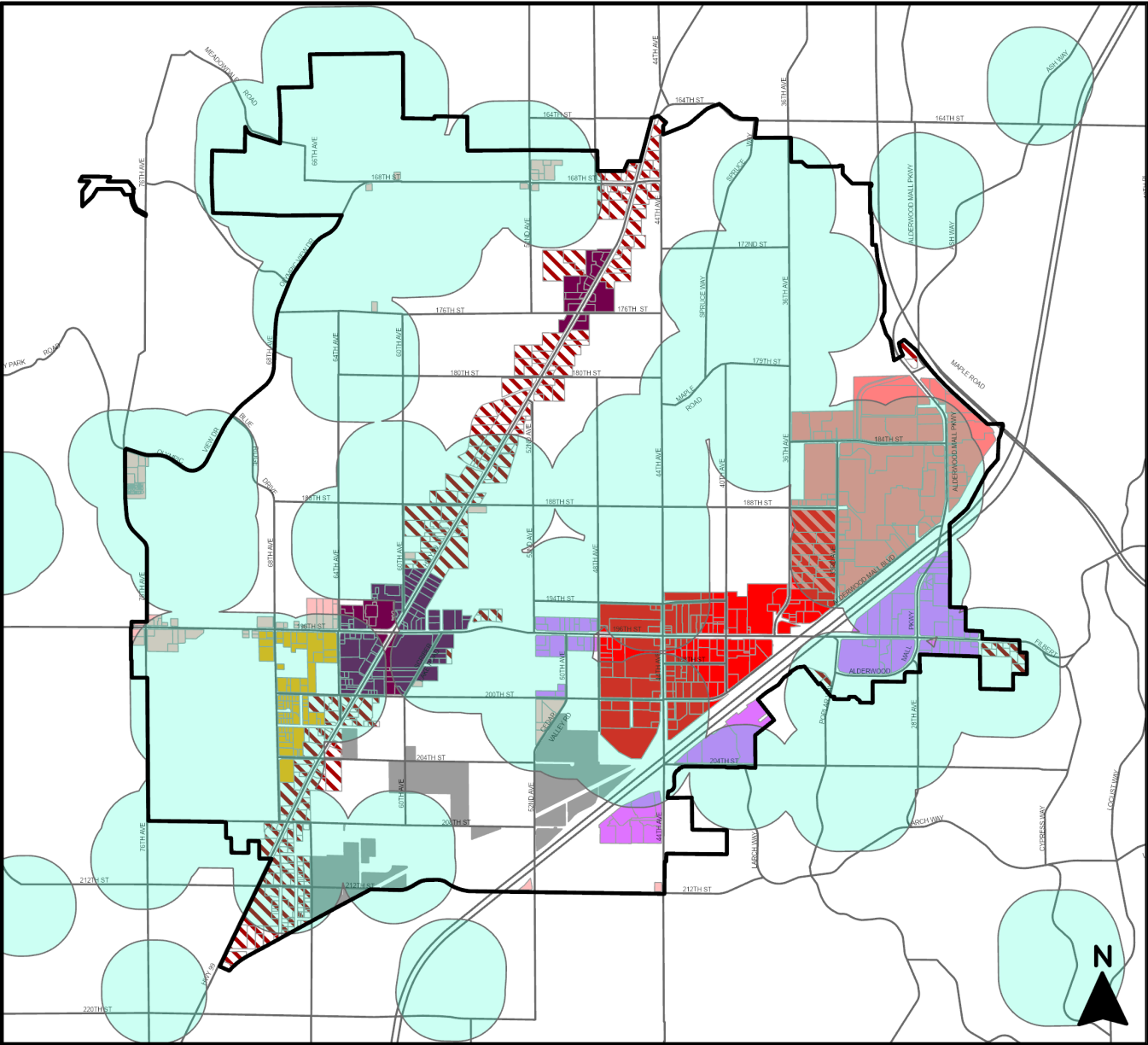
1,000 Foot Buffer from all Restricted Entities, Retail Zoning

This map shows:

- A 1,000-foot buffer from all restricted entity parcels
- All parcels within the zones which allow retail uses.



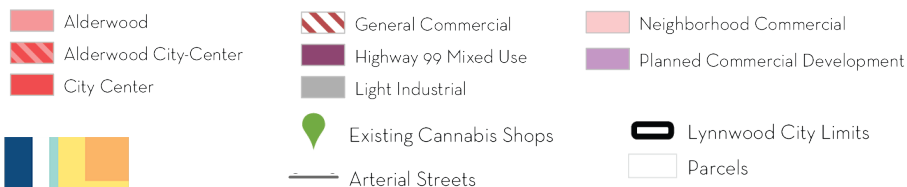
Data Sources: City of Lynnwood 2025, Washington State Liquor and Cannabis Board 2024, Snohomish County 2024.



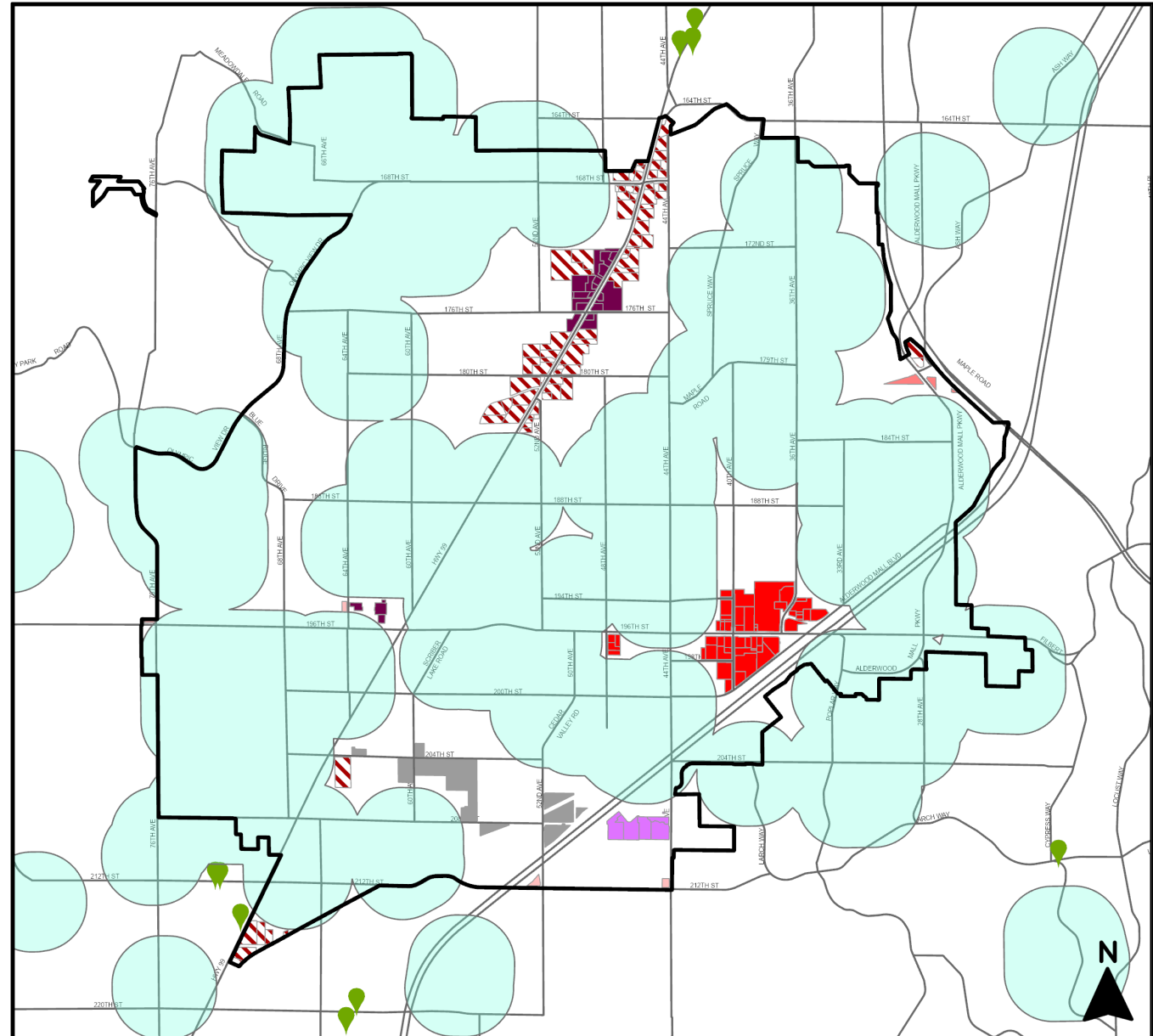
1,000-foot Buffer, Parcels not within buffers

This map shows:

- A 1,000-foot buffer from all restricted entity parcels.
- Parcels outside the 1,000-foot restricted entity buffer where retail sales are allowed.
- Existing retail cannabis shops

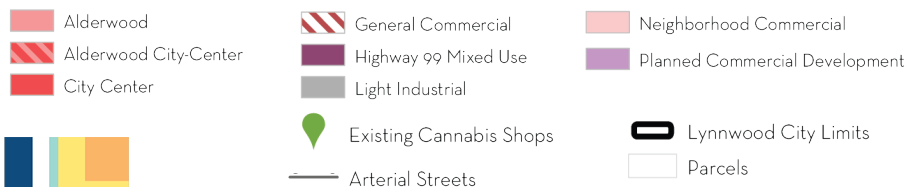


Data Sources: City of Lynnwood 2025, Washington State Liquor and Cannabis Board 2024, Snohomish County 2024.

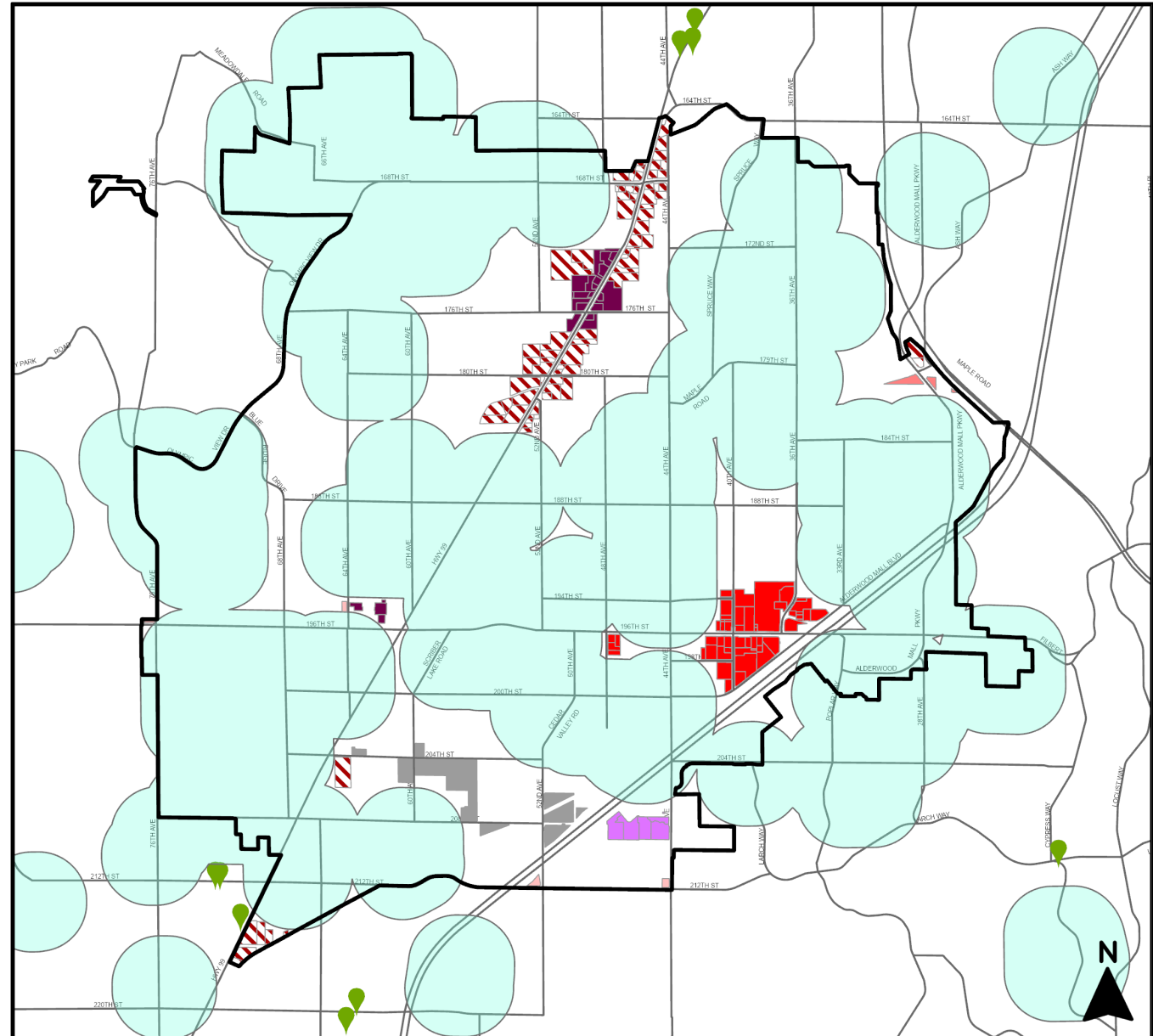


Intent of Available Zones

- General Commercial
- Highway 99
- City Center
- Alderwood City Center
- Alderwood
- Planned Commercial Development
- Neighborhood Commercial
- Light Industrial



Data Sources: City of Lynnwood 2025, Washington State Liquor and Cannabis Board 2024, Snohomish County 2024.



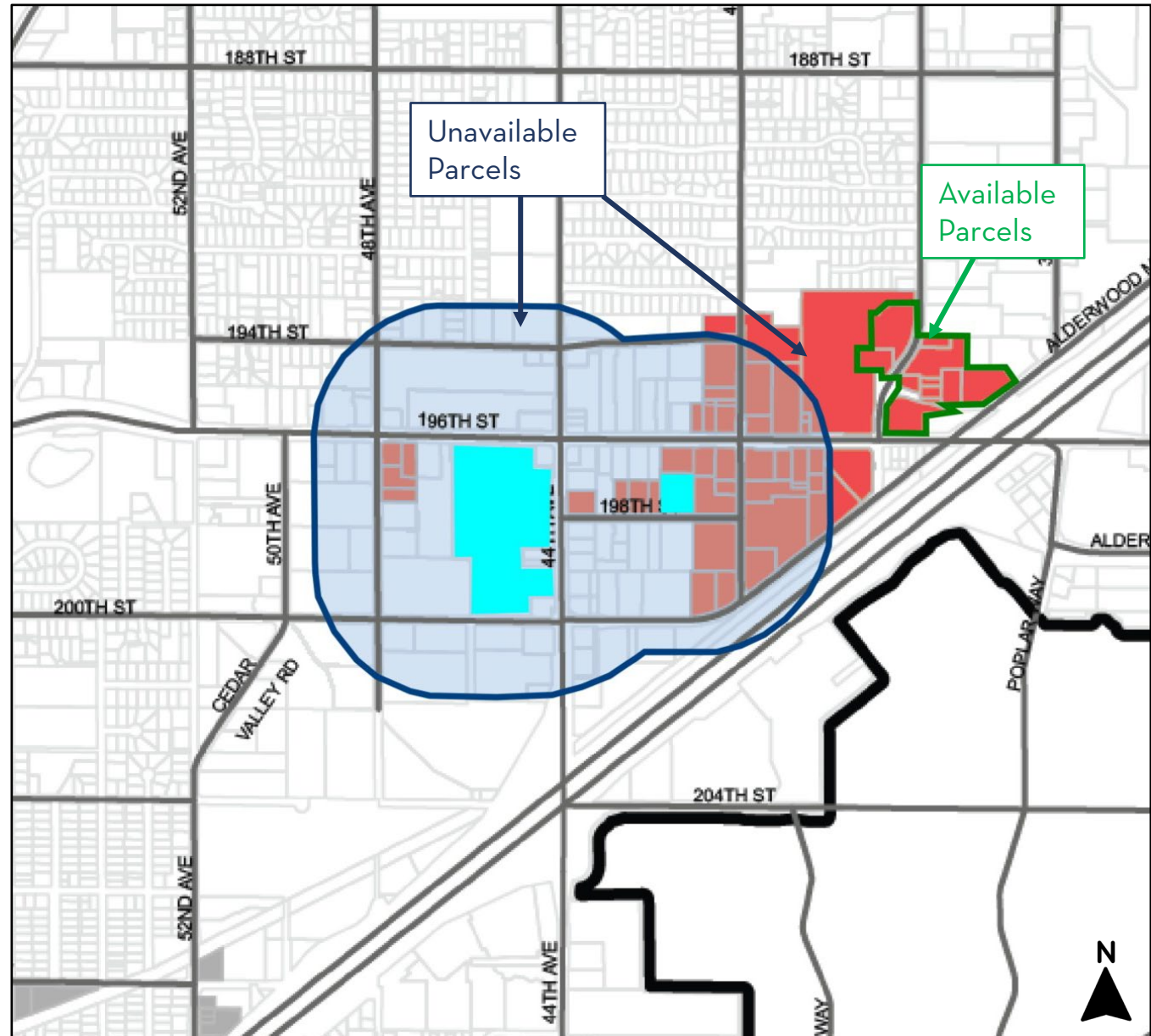
City Center - Future Park Conditions

Two Future Parks:

- Townsquare Park
- Village Green

Parcels touching and inside of blue boundary not available if parks are buffered.

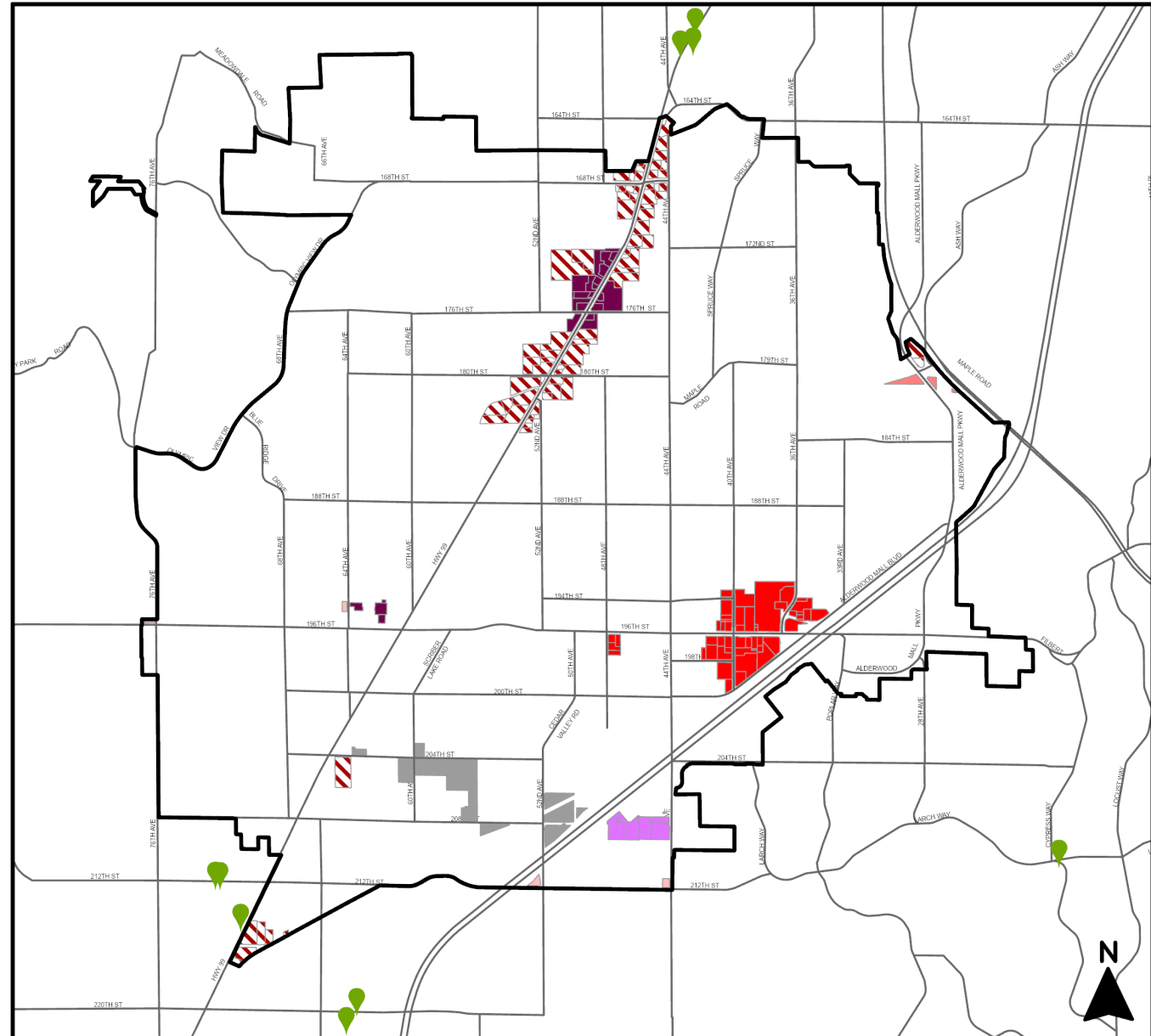
Parcels outlined in green are available if the parks are buffered.



1,000-foot Buffer from all Restricted Entities

This map shows parcels which are:

- Located in zones where retail uses are permitted
- Not overlapped by a 1,000' buffer from all restricted entities



Data Sources: City of Lynnwood 2025, Washington State Liquor and Cannabis Board 2024, Snohomish County 2024.

Buffer Reductions

A 1,000-foot buffer is required from all restricted entities:

- **Elementary or secondary schools;**
- **Public Playgrounds;**
- Recreation center or facility;
- Child care center;
- Public park;
- Public transit center;
- Library; or
- Any game arcade (where admission is not restricted to persons age 21 or older)

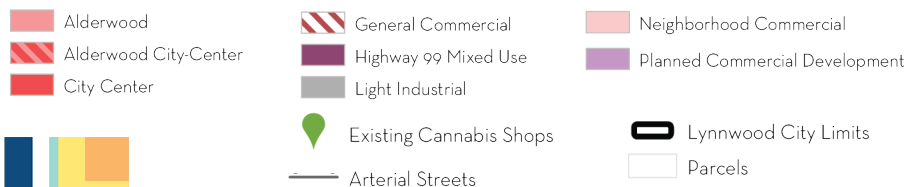
Local governments may reduce the 1,000 feet buffer to 100 feet around all entities except:

- **Elementary or secondary schools, and**
- **Public playgrounds**

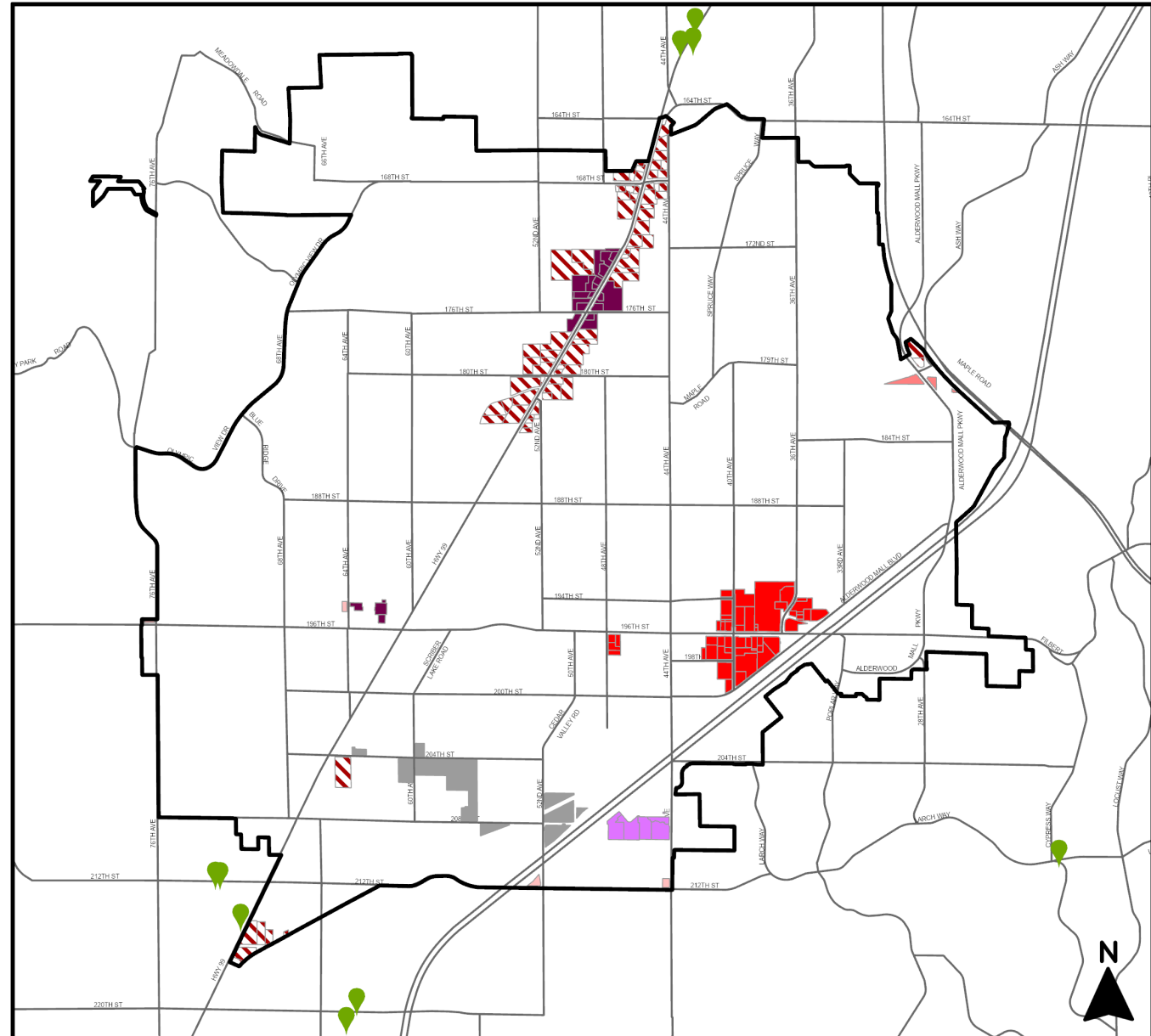
1,000 Foot Buffer from all Restricted Entities

This map shows parcels which are:

- Located in zones where retail uses are permitted
- Not overlapped by a 1,000' buffer from all restricted entities



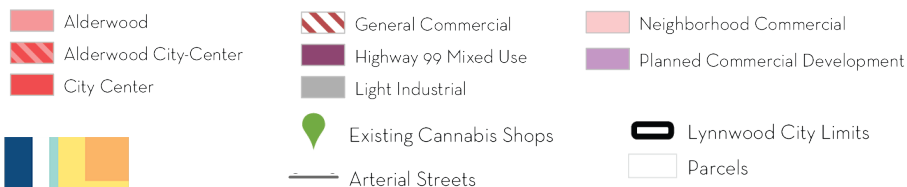
Data Sources: City of Lynnwood 2025, Washington State Liquor and Cannabis Board 2024, Snohomish County 2024.



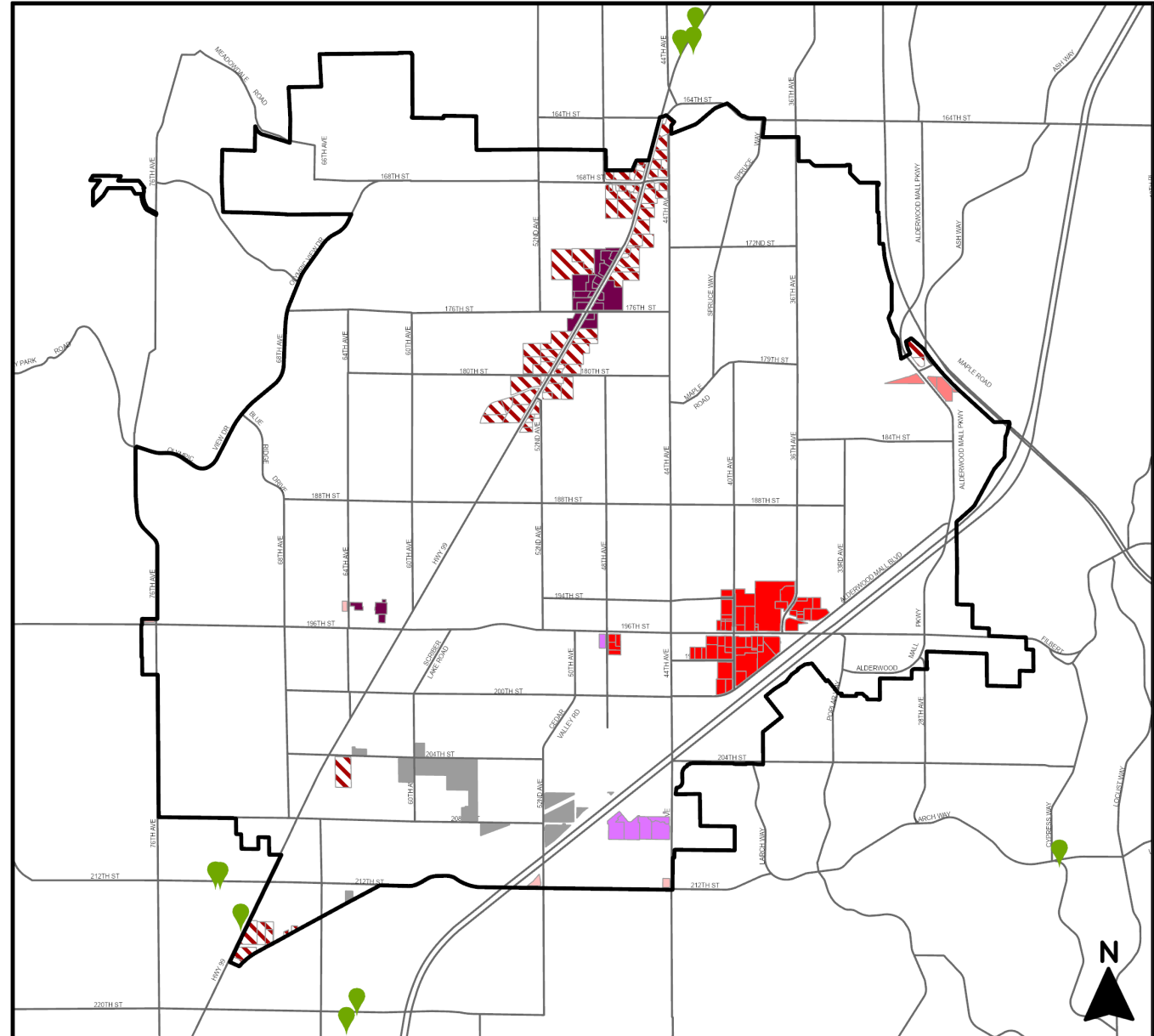
900 Foot Variable Buffer

This map shows parcels which are:

- Located in zones where retail is permitted
- Not overlapped by a 1,000' buffer from required restricted entities
- Not overlapped by a 900' buffer from reducible restricted entity buffers



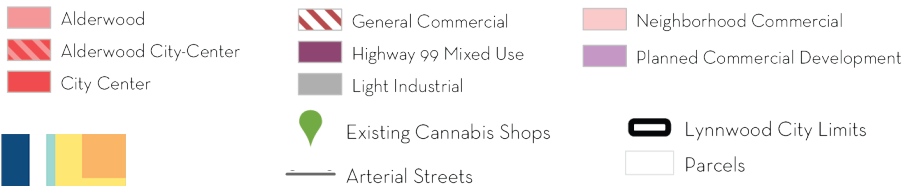
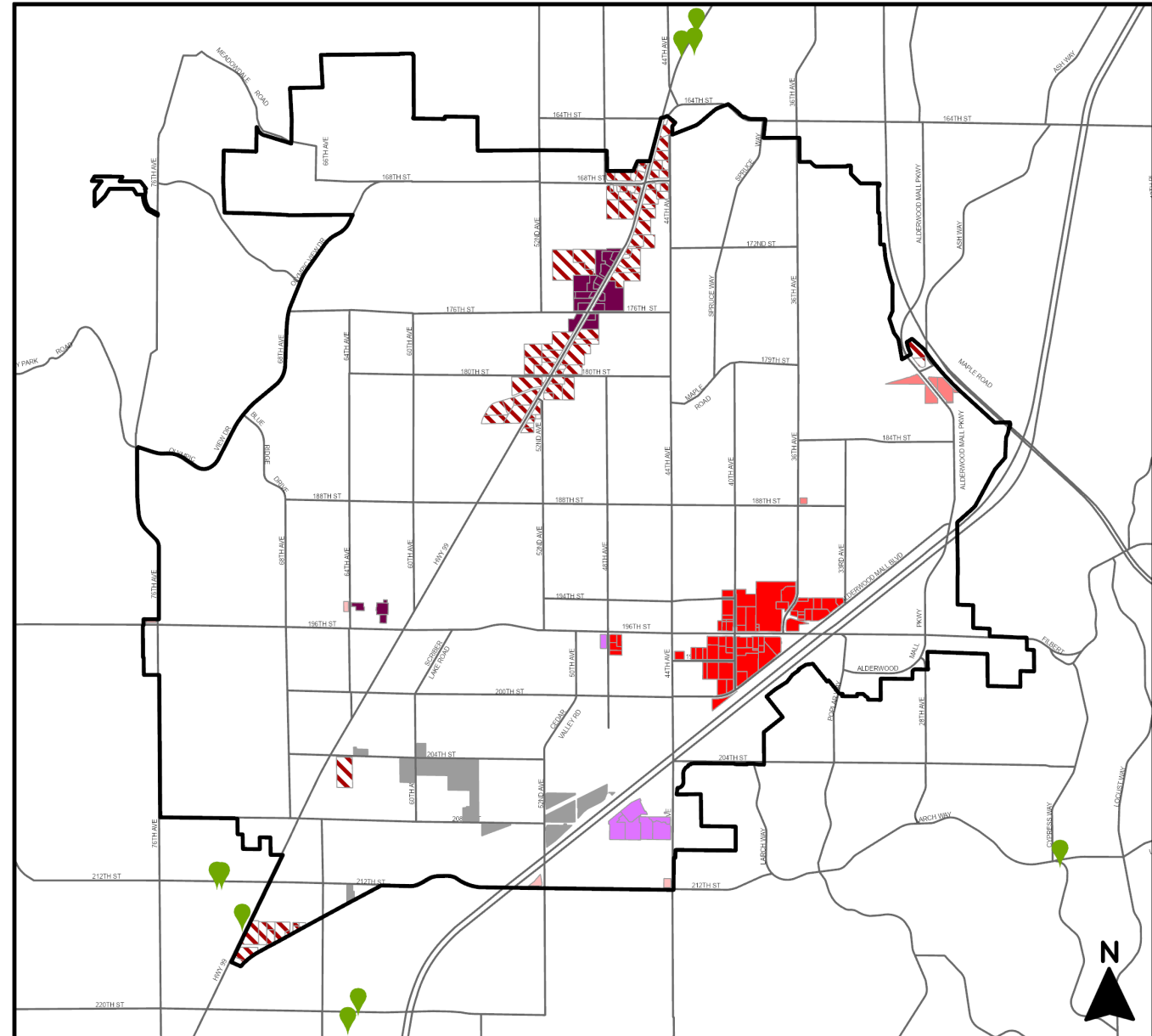
Data Sources: City of Lynnwood 2025, Washington State Liquor and Cannabis Board 2024, Snohomish County 2024.



800 Foot Variable Buffer

This map shows parcels which are:

- Located in zones where retail is permitted
- Not overlapped by a 1,000' buffer from required restricted entities
- Not overlapped by a 800' buffer from reducible restricted entity buffers

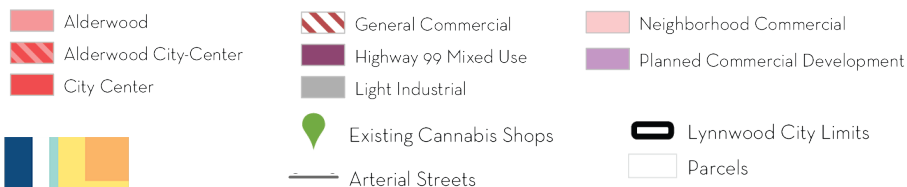


Data Sources: City of Lynnwood 2025, Washington State Liquor and Cannabis Board 2024, Snohomish County 2024.

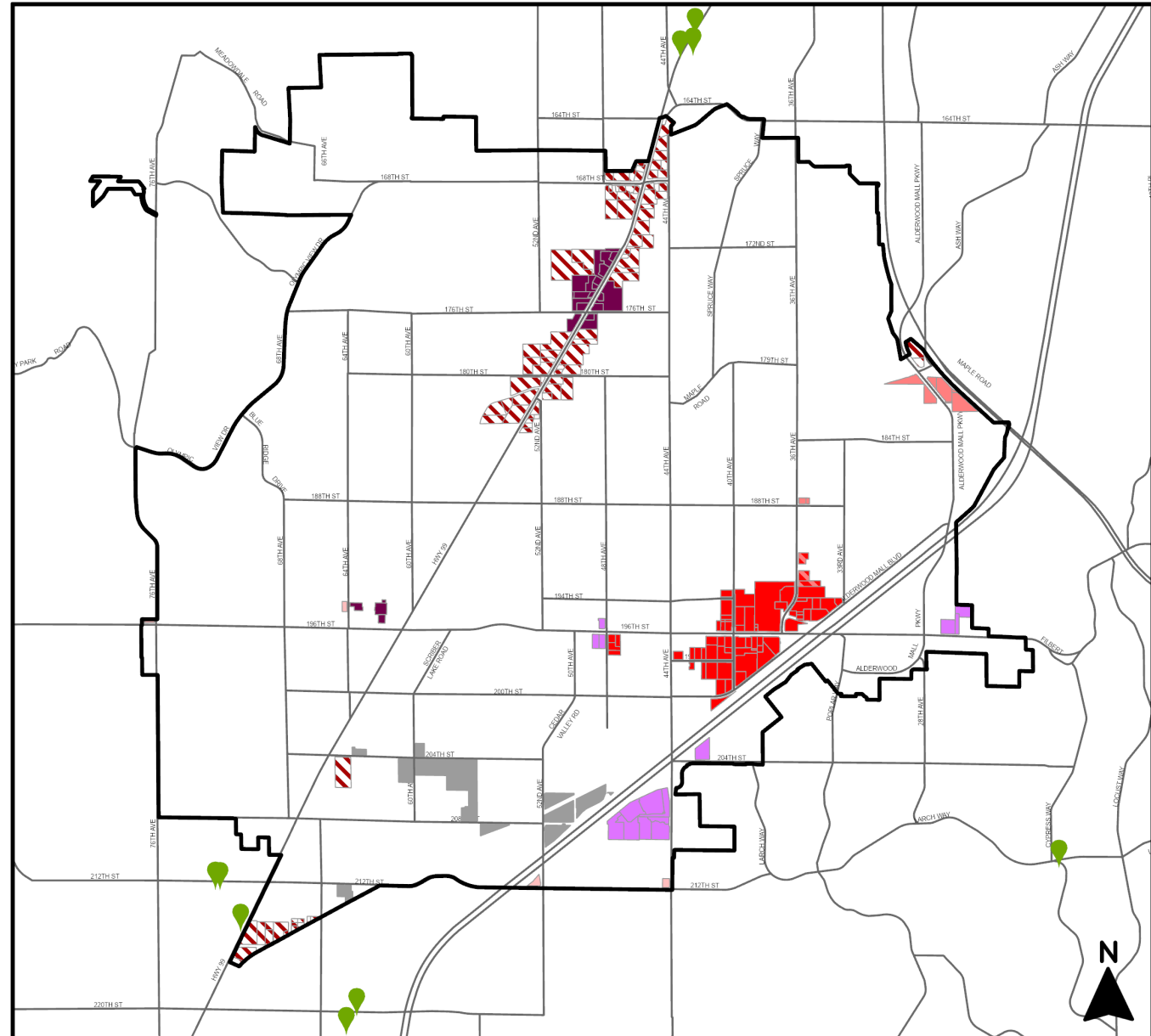
700 Foot Variable Buffer

This map shows parcels which are:

- Located in zones where retail is permitted
- Not overlapped by a 1,000' buffer from required restricted entities
- Not overlapped by a 700' buffer from reducible restricted entity buffers



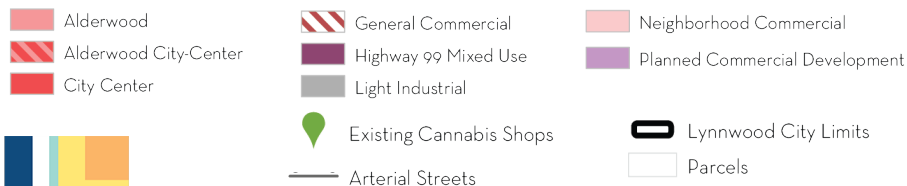
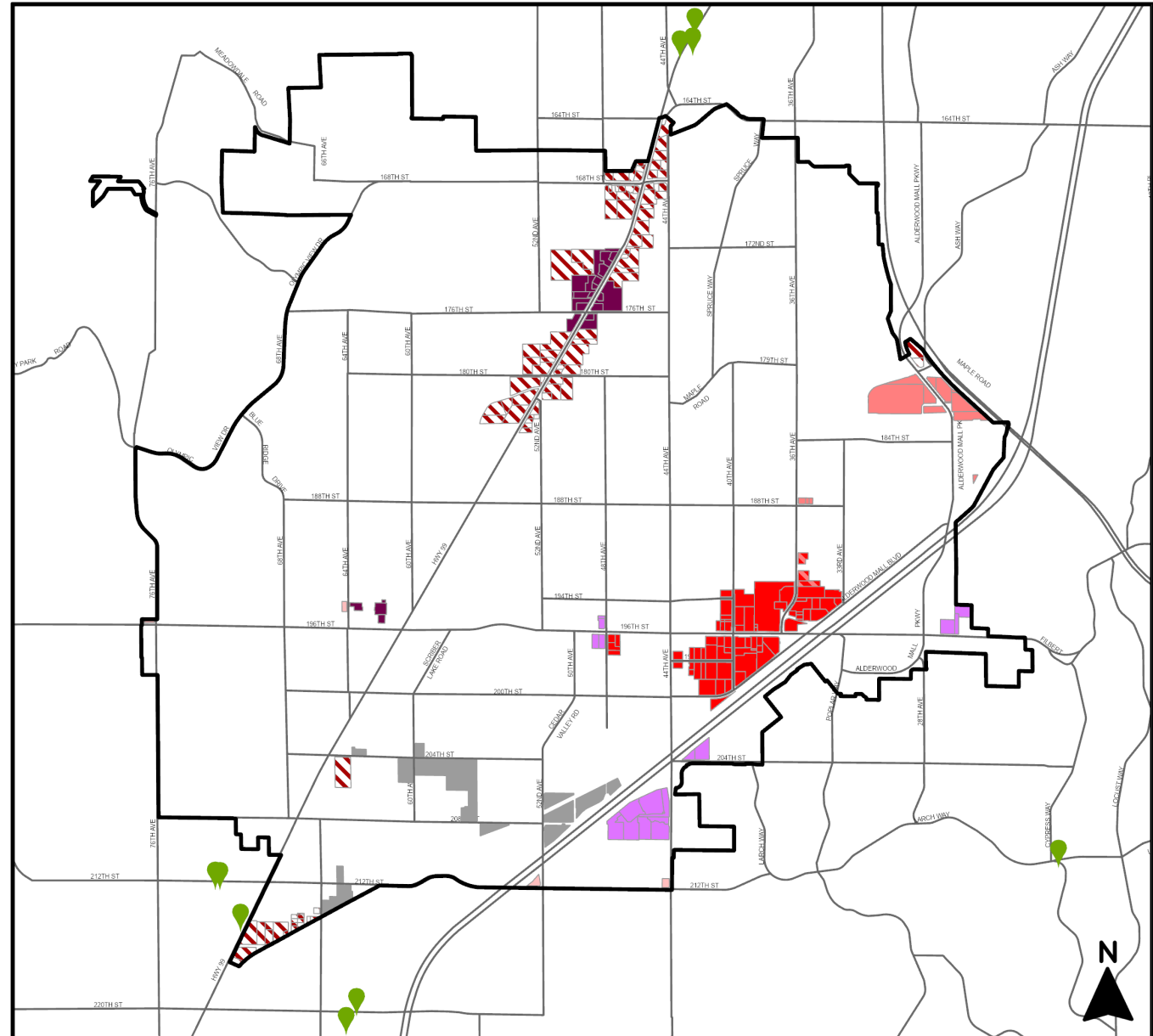
Data Sources: City of Lynnwood 2025, Washington State Liquor and Cannabis Board 2024, Snohomish County 2024.



600 Foot Variable Buffer

This map shows parcels which are:

- Located in zones where retail is permitted
- Not overlapped by a 1,000' buffer from required restricted entities
- Not overlapped by a 600' buffer from reducible restricted entity buffers

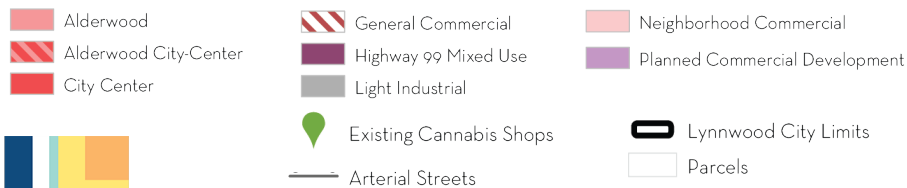
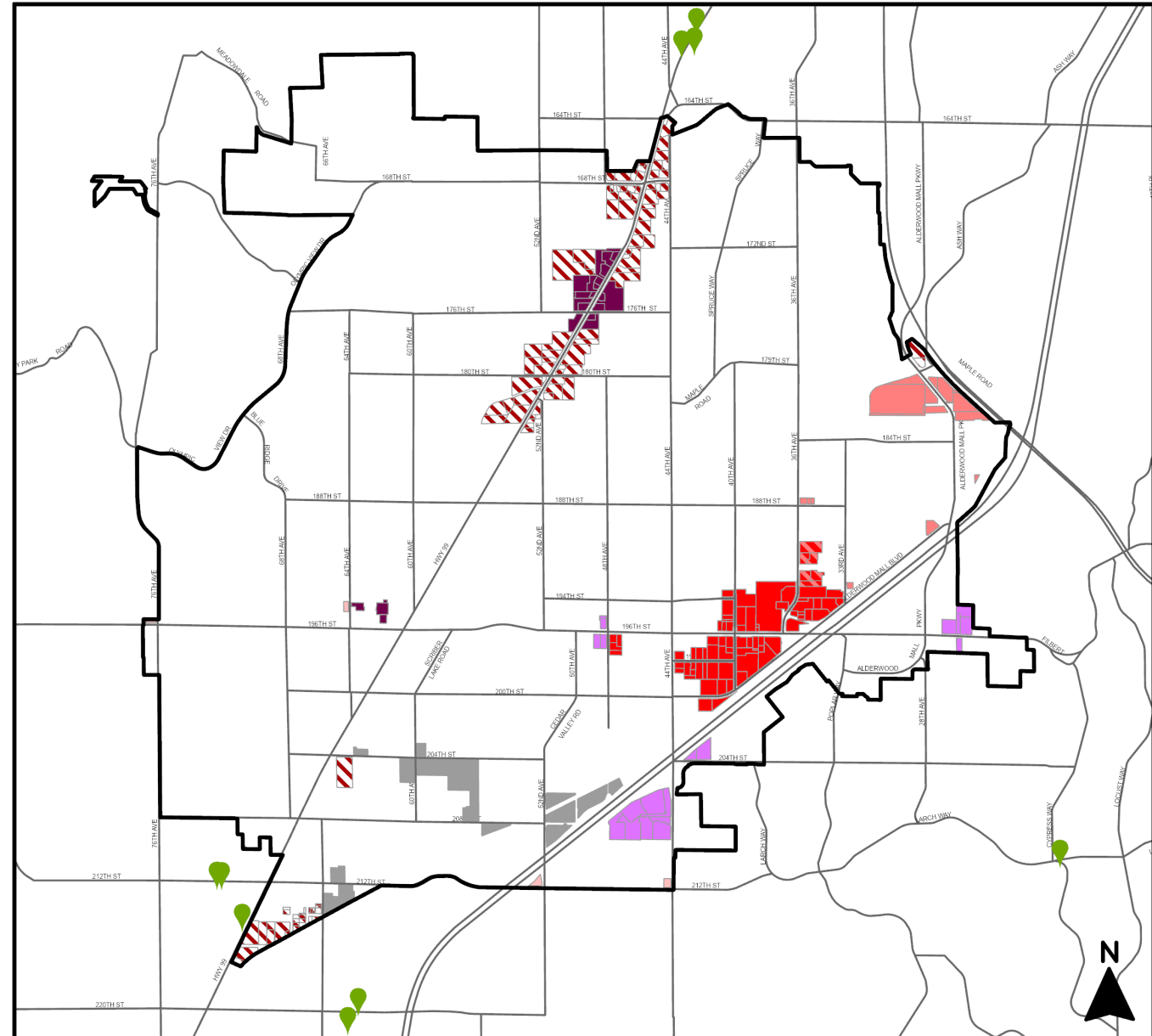


Data Sources: City of Lynnwood 2025, Washington State Liquor and Cannabis Board 2024, Snohomish County 2024.

500 Foot Variable Buffer

This map shows parcels which are:

- Located in zones where retail is permitted
- Not overlapped by a 1,000' buffer from required restricted entities
- Not overlapped by a 500' buffer from reducible restricted entity buffers

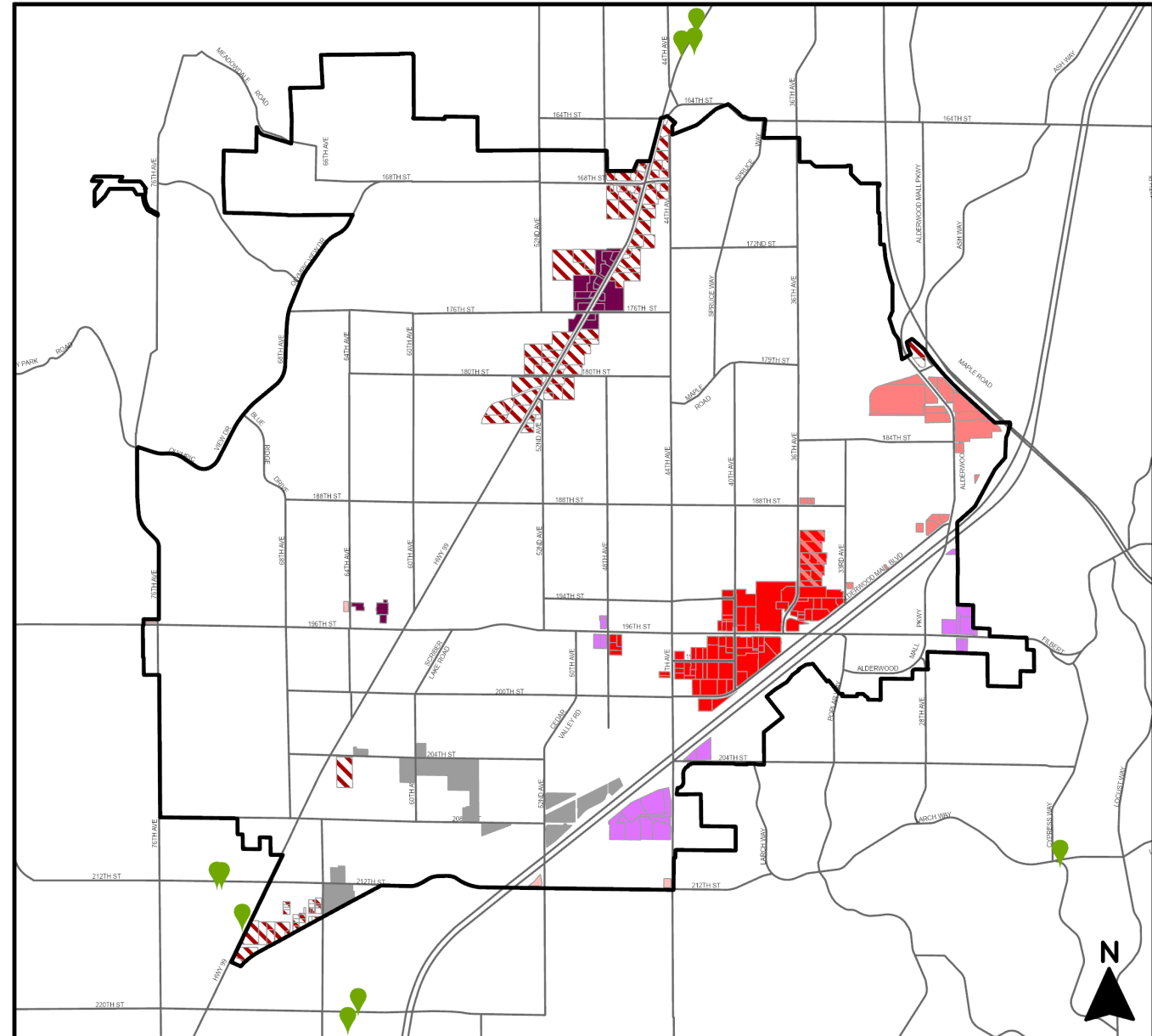


Data Sources: City of Lynnwood 2025, Washington State Liquor and Cannabis Board 2024, Snohomish County 2024.

400 Foot Variable Buffer

This map shows parcels which are:

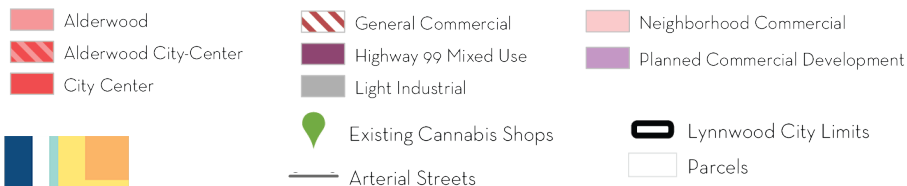
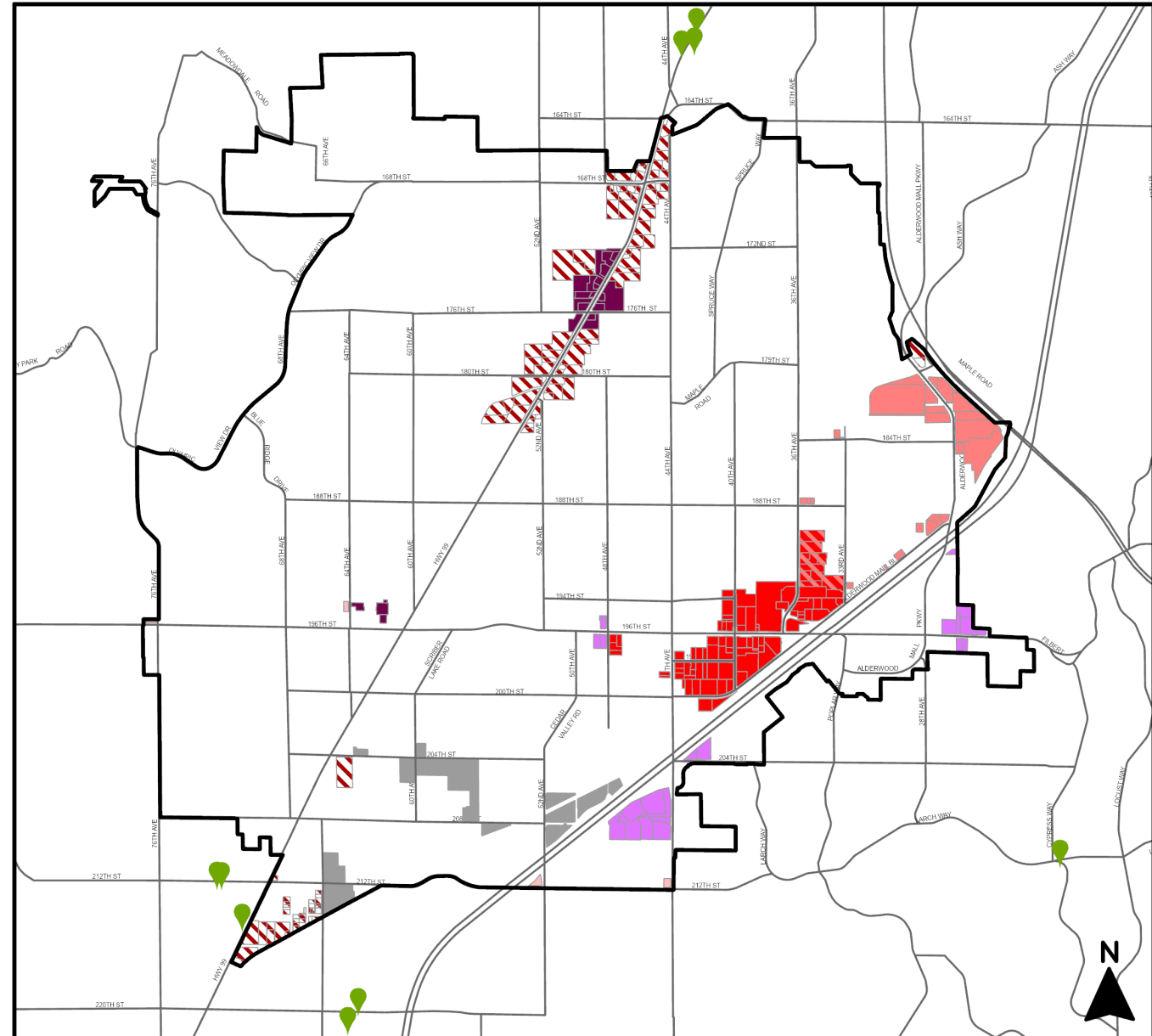
- Located in zones where retail is permitted
- Not overlapped by a 1,000' buffer from required restricted entities
- Not overlapped by a 400' buffer from reducible restricted entity buffers



300 Foot Variable Buffer

This map shows parcels which are:

- Located in zones where retail is permitted
- Not overlapped by a 1,000' buffer from required restricted entities
- Not overlapped by a 300' buffer from reducible restricted entity buffers

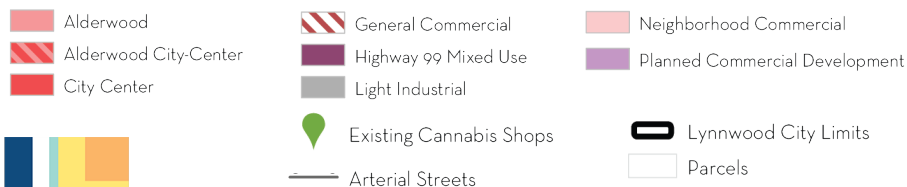


Data Sources: City of Lynnwood 2025, Washington State Liquor and Cannabis Board 2024, Snohomish County 2024.

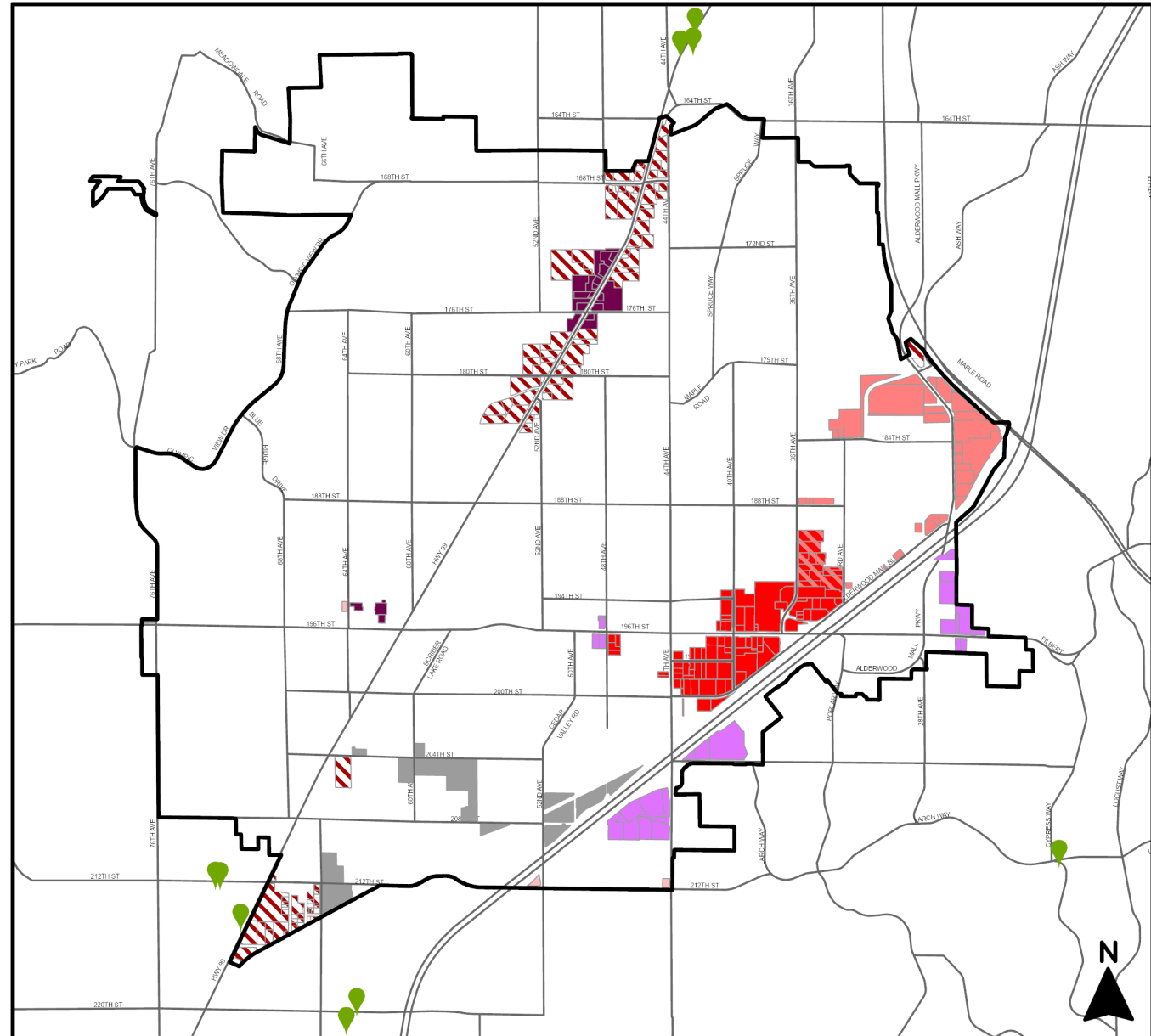
200 Foot Variable Buffer

This map shows parcels which are:

- Located in zones where retail is permitted
- Not overlapped by a 1,000' buffer from required restricted entities
- Not overlapped by a 200' buffer from reducible restricted entity buffers



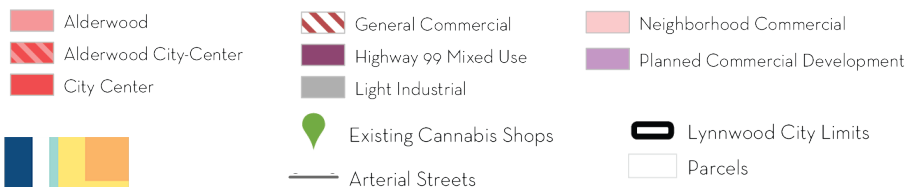
Data Sources: City of Lynnwood 2025, Washington State Liquor and Cannabis Board 2024, Snohomish County 2024.



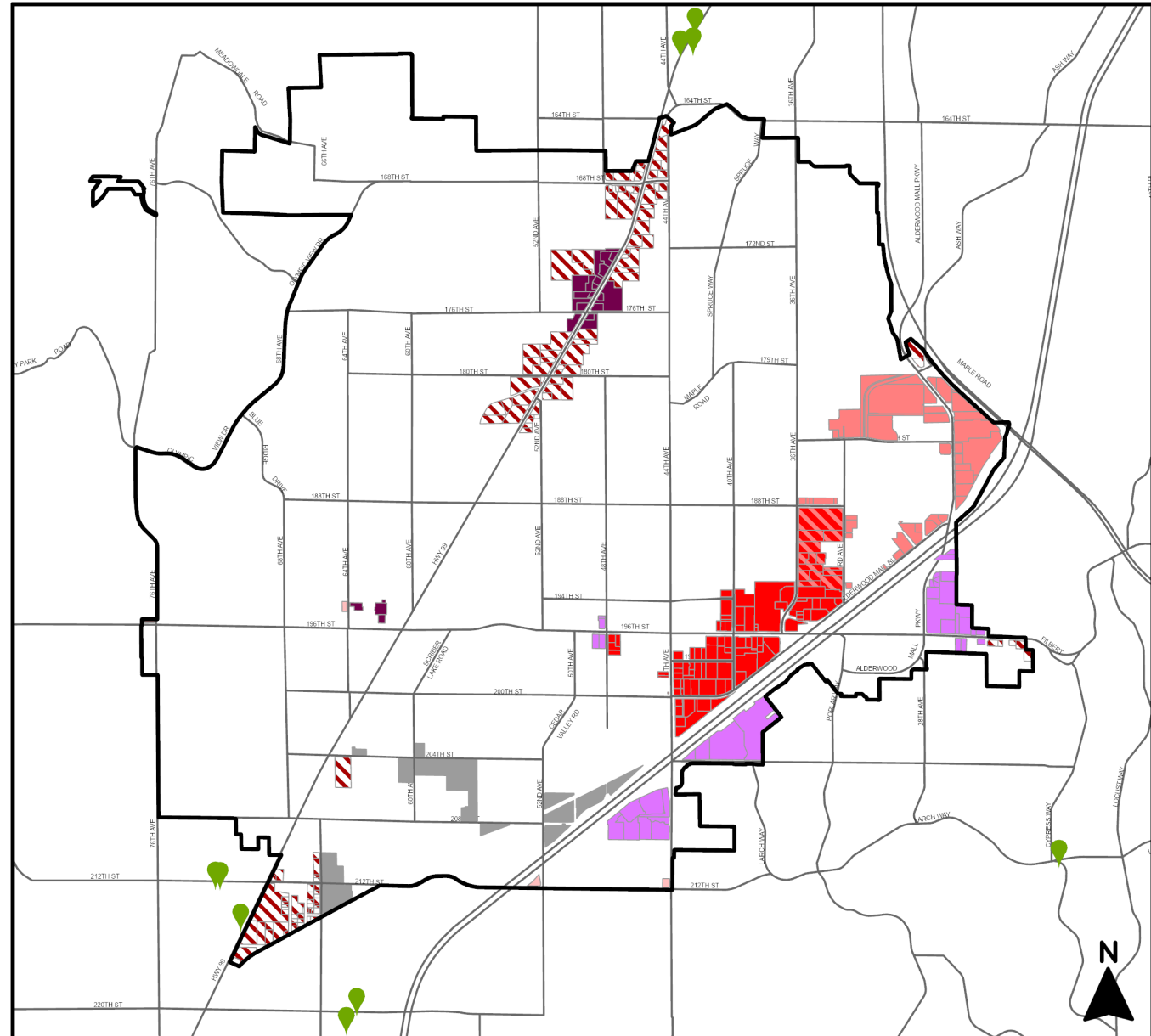
100 Foot Variable Buffer

This map shows parcels which are:

- Located in zones where retail is permitted
- Not overlapped by a 1,000' buffer from required restricted entities
- Not overlapped by a 100' buffer from reducible restricted entity buffers



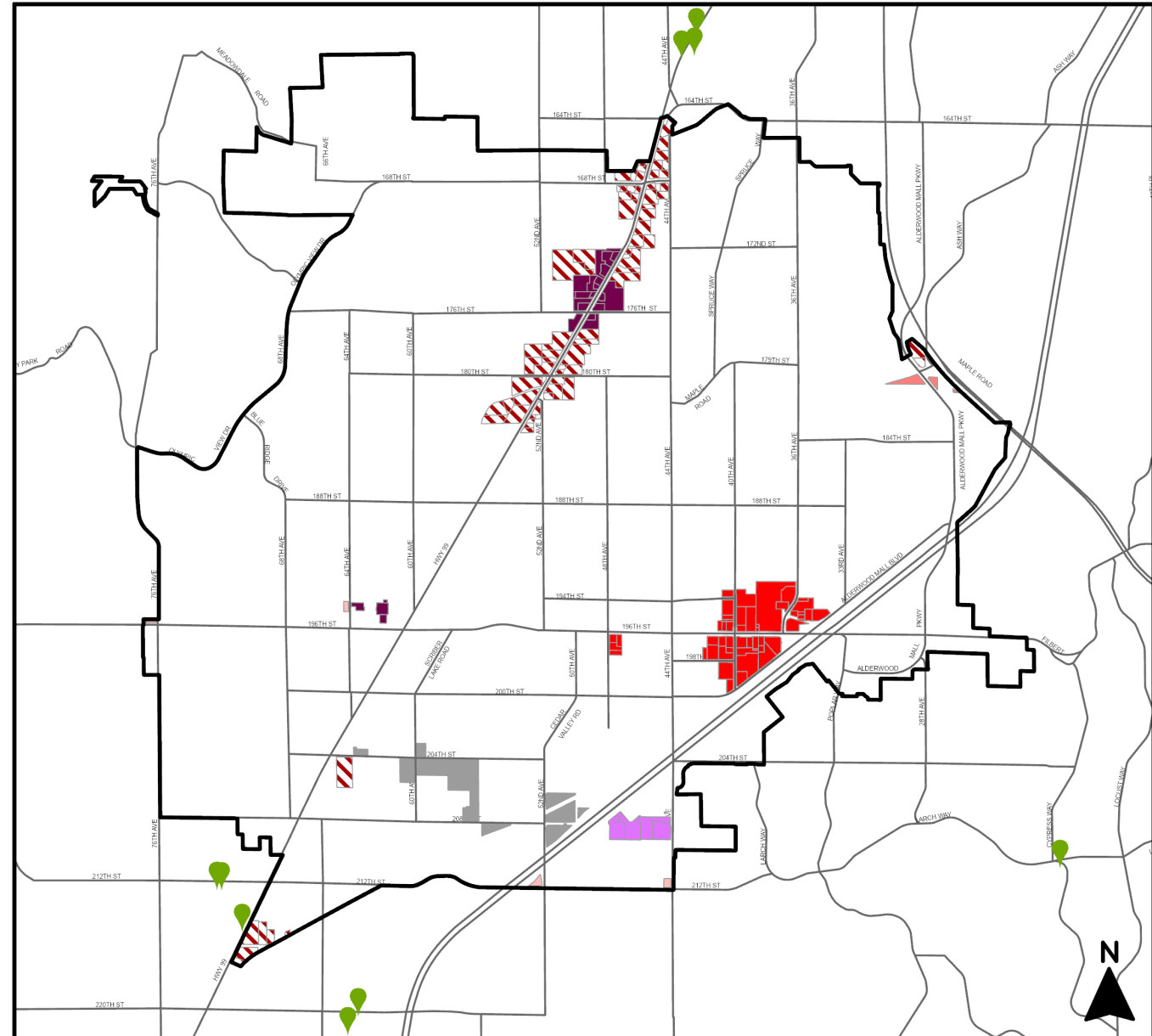
Data Sources: City of Lynnwood 2025, Washington State Liquor and Cannabis Board 2024, Snohomish County 2024.



1,000 Foot Buffer from all Restricted Entities

This map shows parcels which are:

- Located in zones where retail uses are permitted
- Not overlapped by a 1,000' buffer from all restricted entities

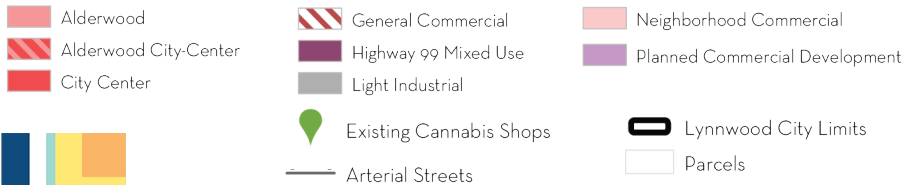
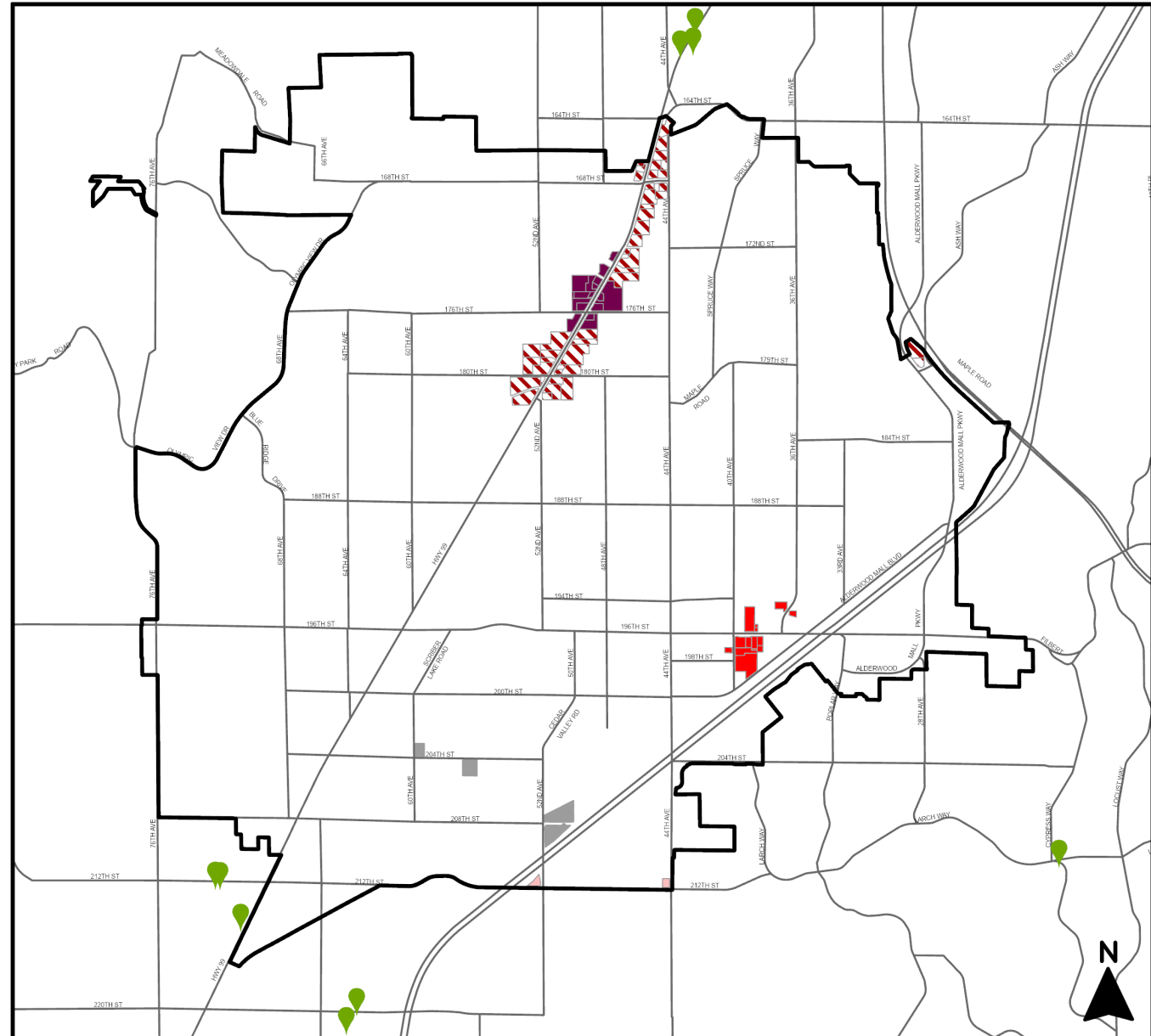


Data Sources: City of Lynnwood 2025, Washington State Liquor and Cannabis Board 2024, Snohomish County 2024.

1,500 Foot Buffer from all restricted entities

This map shows parcels which are:

- Located in zones where retail is permitted
- Not overlapped by a 1,500' buffer from required restricted entities

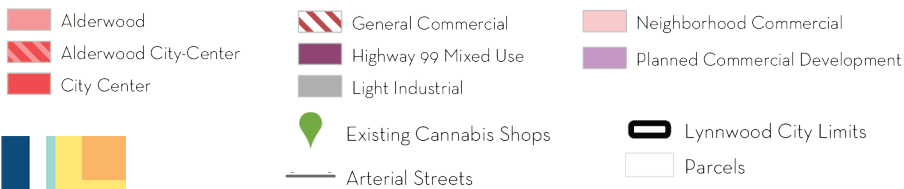


Data Sources: City of Lynnwood 2025, Washington State Liquor and Cannabis Board 2024, Snohomish County 2024.

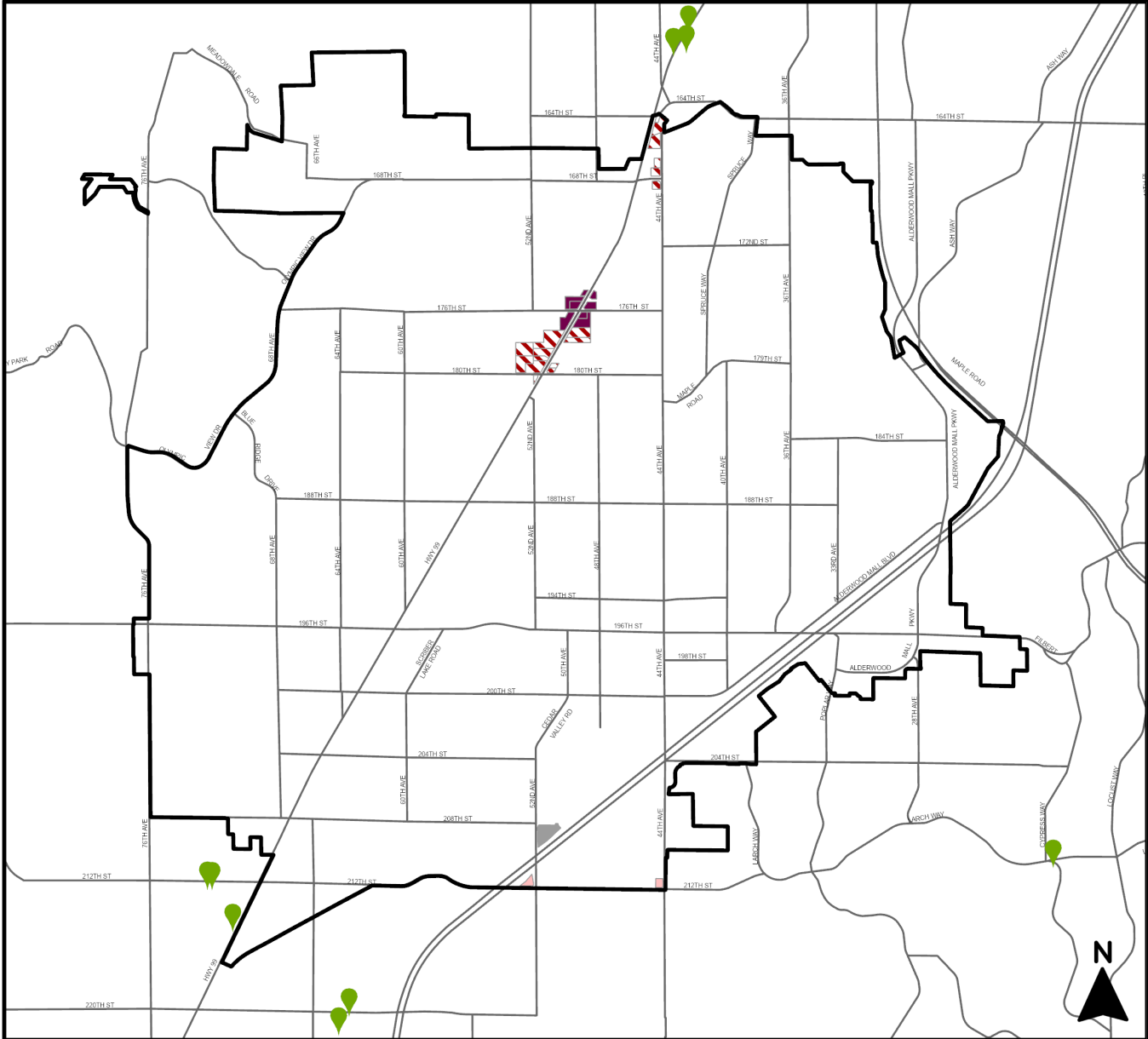
2,000 Foot Buffer from all restricted entities

This map shows parcels which are:

- Located in zones where retail is permitted
- Not overlapped by a 2,000' buffer from required restricted entities



Data Sources: City of Lynnwood 2025, Washington State Liquor and Cannabis Board 2024, Snohomish County 2024.





Discussion

CITY COUNCIL 6.C
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Report Out: CNU/Strong Towns Conference

DEPARTMENT CONTACT: Estee Avalos, City Council

SUMMARY:

Council Members Coelho and Leutwyler, who attended CNU 33 and the 2025 Strong Towns National Gathering, will provide a recap of the conferences.

PRESENTER:

Council Members Nick Coelho and Robert Leutwyler

ESTIMATED TIME:

20

DEPARTMENT ATTACHMENTS

Description:

CITY COUNCIL

CITY OF LYNNWOOD CITY COUNCIL

TITLE: Bid Award: Alderwood Mall Parkway Pavement Preservation & 33rd Ave W (184th St SW to Poplar Wy Bridge)

DEPARTMENT CONTACT: Amie Hanson, Public Works

SUMMARY:

Contract with Lakeside Industries, Inc. for construction of the Alderwood Mall Parkway Pavement Preservation & 33rd Ave W (184th St SW to Poplar Wy Bridge) Project.

PRESENTER:

Amie Hanson, Project Manager, and David Mach, City Engineer

ESTIMATED TIME:

0

BACKGROUND:

The 2025 Paving Project will be constructed on 33rd Ave W, from Alderwood Mall Boulevard to 184th St SW, and Alderwood Mall Parkway, also from Alderwood Mall Boulevard to 184th St SW. These segments are currently in poor condition and include areas that are in need of significant reconstruction. The City prepared for this project by upgrading pedestrian ramps and replacing or repairing sidewalks within the project area as part of the 2024 Ramps & Sidewalks Project.

33rd Ave W and Alderwood Mall Parkway surround Alderwood Mall are significant arterials in the Alderwood Mall area. This is Lynnwood's primary commercial district and, in addition to City Center, a main employment center for the City and Snohomish County. Due to this site's function, the City has prioritized mitigating impacts to traffic where possible, by requiring some work to be completed at night and minimizing the need for a detour.

This project will be paid for using both local and federal funds. Puget Sound Regional Council (PSRC) granted the City Pavement Preservation funding in 2020 for the Alderwood Mall Parkway segment and in 2022 for the 33rd Ave W segment. The Project was originally two separate paving efforts, with individual grant awards of \$750,000 for Alderwood Mall Parkway paving and \$700,000 for 33rd Ave W paving and individual timelines. In Spring 2025, PSRC adjusted its grant allocations, increasing the federal allocations to \$1,381,405 and \$2,024,100, respectively. In 2024, the City obtained permission from WSDOT and PSRC to bid these as a single project in 2025 to obtain better costs, reduce the number of days the public would be

impacted by construction, and to have more efficient coordination of traffic control in the area.

Federal grant requirements applied to this Contract require the Contractor to meet a goal of 15% for inclusion of subcontractors certified as Disadvantaged Business Enterprises.

The City opened bids on June 11, 2025. The Engineer's Opinion of Cost for construction was \$3,132,004. The City received only one bid, from Lakeside Industries, Inc. for \$3,908,829. Lakeside's bid is 25% higher than the estimated cost.

After the bid opening, City staff reviewed potential options to determine whether this bid should be accepted. Best available options were:

- accept the bid to construct the project this year in the identified number of construction days;
- reject the bid and re-advertise the project as-is at a later date, assuming that prices and/or contractor availability at that time will provide a lower cost project; or
- reject the bid and re-advertise with adjustments to lower contractor risk, and therefore, contractor costs.

The City conducted research to gain a better understanding of the cause of this bid result and evaluate the best option. Findings were:

Current Market:

- The City typically receives 4-5 bids for paving projects. A review of this season's paving projects in nearby areas, demonstrates that there were typically 2-3 bidders. This appears to be a result of fewer paving companies being active in this area and less competition.
- Due to the number of working days allowed for this project, contractors may need to have multiple crews to fulfill the contract without penalty. Some contractors may not have this capacity due to their size or may not have the crews to fulfill this because they have won other work this season.
- This project's bid opening occurred at a time when some contractors have already won enough projects for the season to fulfill their business needs.
- WSDOT anticipates advertising paving work in early 2026, which will be most of their paving for the biennium. This means fewer contractors will be bidding on more projects next year.
- It is difficult at this time to estimate impacts of inflation or other factors if the City waits until next year. Bidders could potentially consider the Lakeside bid a baseline, regardless of the estimated bid item costs.

Bid Estimate Review:

- The most significant areas where the Contractor unit costs were significantly over estimate were related to traffic control. Asphalt costs were also higher than expected.

Contract Documents Review:

- In reviewing the number of working days allowed for this project, staff evaluated impacts of increasing number of working days. This would increase estimated project costs related to traffic control and Construction Management/Administration so significantly, these adjustments may not result in a lower bid. Additionally, lengthening the project time increases traffic impacts in this area.
- In reviewing traffic control restrictions for this project, staff determined that these restrictions are necessary to mitigate construction impacts to traffic in this area of the City.
- Significantly altering the scope of these projects would jeopardize federal funding.

As a result of the evaluation, City staff determined Option 1 is the best use of City and federal resources, due to concern that re-advertising would certainly delay the project and there is considerable risk that a second bidding process would not result in lower costs.

SUGGESTED ACTION:

Authorize the Mayor to enter into and execute on behalf of the City, a contract with Lakeside Industries, Inc. of Monroe, WA for construction services related to the Alderwood Mall Parkway Pavement Preservation & 33rd Ave W (184th St SW to Poplar Wy Bridge) Project, in an amount not to exceed \$3,908,829 with an additional 10% contingency for a total amount of \$4,299,712.

PREVIOUS COUNCIL ACTIONS:

June 6, 2025 Business Meeting #4280, Contract: Construction Management and Construction Administration Services for Alderwood Mall Parkway Pavement Preservation & 33rd Ave W (184th St SW to Poplar Wy Bridge)

FUNDING:

The project costs are consistent with the adopted 2025-26 biennial budget and are anticipated to be consistent with future budgets.

- Federal Project Number STBGUL - 2667(001) Grant
- Federal Project Number STBGUL - 2579(002) Grant
- Transportation Benefit District Fund 150

With respect to impacts to future paving programs, due to the increased grant allocation, Lynnwood's contribution will be less than anticipated when the 2025-2026 budget was proposed and therefore should not adversely affect the paving program for next year.

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 2025 Pavement Preservation 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 provides infrastructure supporting a healthy and sustainable environment for all citizens.

DEPARTMENT ATTACHMENTS

Description:

[COUNCIL ITEM 2025 PAVING TABS.pdf](#)

Bid Opening: Alderwood Mall Parkway Pavement Preservation & 33rd Ave W (184th St SW to Poplar Wy Bridge) Date: 6/11/25 Contract #: 3821	Lakeside Industries, Inc.	
	TOTAL ALL SCHEDULES	\$3,908,828.50

CITY COUNCIL
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Final Contract Acceptance: 2023 Pavement Preservation Project

DEPARTMENT CONTACT: Andrew Johnson, Public Works

SUMMARY:

This project was recently constructed and is being closed out. This project repaved multiple streets, replaced water services and various curb ramps/sidewalks.

PRESENTER:

Andy Johnson, Project Manager and David Mach, City Engineer

ESTIMATED TIME:

0

BACKGROUND:

This project improved multiple arterial and residential roadways. Work included grind and overlay of asphalt pavement, ADA compliant concrete curb ramps, sidewalks, pedestrian push buttons and pedestrian signals, water service replacements and road channelization. Locations were as follows:

Arterial Streets:

- 68th Ave W from 204th St SW to 208th St SW
- 52nd Ave W from south of 168th St SW to City Limit
- 176th Ave W (sidewalk improvements only)

Residential Streets:

- 180th St SW from 64th Ave W to the dead-end
- 182nd St SW/183rd St SW/183rd PI SW from 64th Ave W to 60th Ave W
- 187th St SW from 60th Ave W to the cul-de-sac
- 49th Ave W from 192nd St SW to the cul-de-sac
- 43rd PI W/188th PI SW/41st Ave W off of 188th St SW
- 54th PI W from the 180th St SW to the cul-de-sac

City Council awarded this contract to JB Asphalt Paving on May 8th, 2023 in the amount of \$2,961,266 with the total amount not to exceed \$3,405,456 with contingency. Final payment to the contractor including applicable sales tax are as follows:

Original Contract Amount - \$2,961,266
Contract Underage - \$395,434
Final Contract Amount - \$2,565,832

SUGGESTED ACTION:

Grant final contract acceptance of the work performed under the 2023 Pavement Preservation Project construction contract, subject to appropriate State and Federal agencies and ultimately release of retainage to the contractor, if any.

PREVIOUS COUNCIL ACTIONS:

-February 28, 2022, Business Meeting, Item 8.C, Design Contract Award: 2022-2027 Pavement Preservation and Rehabilitation Program
-April 25, 2022, Business Meeting, Item 12.A, ARPA Rescue Plan Act Discussion
-May 8, 2023 Business Meeting, Item 10.B, Construction Contract Award: 2023 Pavement Preservation Project

FUNDING:

The project costs are consistent with the adopted (2023-2024 and 2025-2026) biennial budgets. The revenues contributing to Transportation Capital Fund 360 for the total amount are:

Fund 411, Utilities
Fund 150, Transportation Benefit District
Real Estate Excise Tax 1
Real Estate Excise Tax 2
American Rescue Plan Act

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 Pavement Preservation Program 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. This project provides infrastructure supporting a healthy and sustainable environment for all citizens

DEPARTMENT ATTACHMENTS

Description:

CITY COUNCIL
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Bid Award: Sewer Lift Station 4 Relocation Project

DEPARTMENT CONTACT: Erin Duleba, Public Works

SUMMARY:

Contract with McClure & Sons Inc. for construction of the new sewer lift station #4 and demolition of the existing facility.

PRESENTER:

Erin Duleba, Project Manager and David Mach, City Engineer

ESTIMATED TIME:

0

BACKGROUND:

The existing Lift Station #4 is located at 18121 Alderwood Mall Parkway (East of Costco/Home Depot) adjacent to the Homewood Suites Hotel. Sewage from the Lift Station #4 basin is pumped to Lift Station #8 which pumps to Lift Station #10 which then pumps to the Wastewater Treatment Plant.

Lift Station #4 was built in 1987 and has reached the end of its useful life. The existing pump capacity has deteriorated below the theoretical capacity and cannot accommodate the anticipated upcoming development within the basin. The existing facility also has limited access necessary for maintenance vehicles.

In 2010-2011 the City acquired a nearby parcel (parcel number 00372800400102) to build the new lift station approximately 200 feet North/Northeast of the existing lift station location. This new location will provide much improved access to the new facility.

The city opened bids for this project on June 25th, 2025. Five bids were received which ranged between \$6.1M to \$7.8M. The engineer's estimate was \$6.6M. Staff reviewed the low bid and determined that it is responsive and responsible and recommends city Council award the contract. The total contract amount is \$7,062,182 which includes a bid amount of \$6,141,028 plus an additional construction contingency of \$921,154. Staff anticipates construction to be completed by end of 2026.

SUGGESTED ACTION:

Authorize the Mayor to enter into and execute on behalf of the City, a contract with McClure & Sons Inc. of Mill Creek, WA for construction services related to the Lift Station 4 Relocation project, in an amount not to exceed \$6,141,028 with an additional 15% contingency for a total

amount of \$7,062,182.

PREVIOUS COUNCIL ACTIONS:

July 7, 2025 Work Session, Contract Supplement: Lift Station 4 Relocation Project (engineering services during construction).

May 8, 2023 Business Meeting, Consultant Contract: Lift Station 4 Relocation Project (design).

January 25, 2010 Business Meeting, Ordinance 2816 passed in which the parcel for the new lift station facility was established.

FUNDING:

The project costs are consistent with the adopted (2025-2026) biennial budget and are anticipated to be consistent with future budgets.

Utility Fund 411

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 Lift Station #4 Relocation 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 provides infrastructure supporting a healthy and sustainable environment for all citizens.

This project is identified in the City's Sanitary Sewer Comprehensive Plan and the City's Capital Facilities Plan.

DEPARTMENT ATTACHMENTS

Description:

[Bid Tabs -Summary for Council Item- LS4-Relocation C3587 Final.pdf](#)

Bid Tabulations											
Bid Opening: Lift Station 4 Relocation project											
Construction Contract #: 3587											
Bids Opened: 6/25/2025 2:00PM											
		Engineer's Estimate	McClure and Sons Inc	Strider Construction Co	Faber Construction	Stellar J Corp	Anvil Builders Inc				
		\$6,611,691.00	\$6,141,027.17	\$6,378,656.80	\$6,506,649.76	\$7,388,656.00	\$7,823,314.00				
			1- Low Bid	2	3	4	5				

CITY COUNCIL
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Contract Supplement: Sewer Lift Station 4 Relocation Project

DEPARTMENT CONTACT: Erin Duleba, Public Works

SUMMARY:

Contract supplement with Wilson Engineering, LLC to provide engineering services during construction of the Lift Station 4 Relocation project.

PRESENTER:

Erin Duleba, Project Manager and David Mach, City Engineer

ESTIMATED TIME:

0

BACKGROUND:

The City's existing Lift Station #4 was built in 1987 and is in need of replacement. The design of the new facility has been completed and bid proposals for the construction of the Lift Station 4 Relocation project were received on June 25, 2025. The project construction is anticipated to commence this Summer or Fall, 2025.

This supplement to the design contract with Wilson Engineering, LLC will allow for the necessary engineering services during construction of the project to proceed. This supplement adds \$815,000 to the previously authorized amount for a new contract total of \$1,505,000.

SUGGESTED ACTION:

Authorize the Mayor to enter into and execute on behalf of the City, a contract supplement with Wilson Engineering, LLC for construction engineering services related to the Lift Station 4 Relocation project, in an amount not to exceed a total contract value of \$1,505,000.

PREVIOUS COUNCIL ACTIONS:

July 7, 2025 Work Session, Bid Award: Lift Station 4 Relocation Project.

May 8, 2023 Business Meeting, Consultant Contract: Lift Station 4 Relocation Project (design contract).

FUNDING:

The project costs are consistent with the adopted (2025-2026) biennial budget and are

anticipated to be consistent with future budgets.

Utility Fund 411

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 Lift Station #4 Relocation 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 provides infrastructure supporting a healthy and sustainable environment for all citizens.

This project is identified in the City's Sanitary Sewer Comprehensive Plan and the City's Capital Facilities Plan.

DEPARTMENT ATTACHMENTS

Description:

CITY COUNCIL
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Contract Change Order: Contract 3696 – Medication Assisted Treatment – Opioid Settlement Funds

DEPARTMENT CONTACT: Brady Schach, Police

SUMMARY:

With the release of Opioid Settlement funds, PD would like to request the use of those funds to facilitate the MAT program at the jail for a 12 month period.

PRESENTER:

Curtis Zatylny, Deputy Chief of Police

ESTIMATED TIME:

0

BACKGROUND:

In 2024, the City of Lynnwood entered an agreement with Wellpath, LLC to provide inmate medical services at the jail. At the time of contract inception, Wellpath was not asked to provide Medication Assisted Treatment (MAT) as part of the scope of services, though it was an option they could provide. With the release of Opioid Settlement funds, PD would like to request the use of those funds to facilitate the MAT program at the jail for a 12 month period.

SUGGESTED ACTION:

Approve the request to add MAT services program to Contract #3696 – Inmate Medical at an approximate cost of \$347,578.00 for the indicated 12 month period of performance.

PREVIOUS COUNCIL ACTIONS:

N/A

FUNDING:

The base amount to be paid by the City to Contractor is \$347,578.00 for a period of 12 months, pro-rated for any partial months, payable in equal monthly installments. The MAT budget is directly in Fund 147.

VISIONS AND PRIORITIES ALIGNMENT:

This request aligns with the visions to be a safe and equitable community.

DEPARTMENT ATTACHMENTS

Description:

[3696 - Medication Assisted Treatment - Opioid Settlement Funds - Procurement Report_final.pdf](#)
[MAT -Wellpath - FINAL- _City_of _Lynn.pdf](#)

PROCUREMENT REPORT
Contract 3696 – Medication Assisted Treatment – Opioid Settlement Funds
Contract Change Order

Type of Contract: Services Contract
Term of Contract: One year service agreement
Background/Purpose of Contract: In 2024, the City of Lynnwood entered an agreement with Wellpath, LLC to provide inmate medical services at the jail. At the time of contract inception, Wellpath was not asked to provide Medication Assisted Treatment (MAT) as part of the scope of services, though it was an option they could provide. With the release of Opioid Settlement funds, PD would like to request the use of those funds to facilitate the MAT program at the jail for a 12 month period. See attached Service Agreement.
Cost (includes sales tax if applicable): The base amount to be paid by the City to Contractor is \$347,578.00 for a period of 12 months, pro-rated for any partial months, payable in equal monthly installments. The MAT budget is directly in Fund 147.
Advanced Planning: DC Zatylny and Commander Dickinson worked with Wellpath to establish the proposed MAT Services plan from the original contract scope of services.
Method of Procurement: Contract Change Order
Solicitation: Cooperative Contract
Recommended Action: Approve the request to add MAT services program to Contract #3696 – Inmate Medical at an approximate cost of \$347,578.00 initial 12 month period of performance.
Procurement Officer: Brady Schach, Buyer Date: 6/25/2025

MEDICATION ASSISTED TREATMENT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of _____, 2025 by and between the City of Lynnwood Washington (hereinafter referred to as the "City") and Wellpath LLC (hereinafter referred to as the "Contractor").

WHEREAS, City and Contractor entered into Contract No. 3696 related to Inmate Medical Services (hereinafter referred to as "Contract") on March 17, 2024; and

WHEREAS, Contractor will be responsible for working with the City to establish a continuation of care and induction Medication Assisted Treatment Program at the Lynnwood City Jail. Contractor will ensure all items list in Exhibit A "Scope of Work" are completed; and

WHEREAS, The City and Contractor agree to authorize the staffing levels outlined in Exhibit B, "Staffing Matrix". If the number of patients exceeds the thresholds in this agreement Contractor and the City shall mutually agree to increased staffing.

THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to perform the services described in Exhibit A, which document is attached hereto and incorporated herein in its entirety.
2. **Time of Performance.** The services of the Contractor are to commence on May 1, 2025 and be completed (or end) by March 17, 2028, unless this Agreement is sooner terminated pursuant to paragraph 4.A. below. All lime limits are of the essence in this Agreement.
3. **Annual Amount/Monthly Payments.** The base amount to be paid by the City to Contractor is \$347,578.00 for a period of 12 months, pro-rated for any partial months, payable in equal monthly installments.
4. **General Terms and Conditions.**
 - a. **Termination of Agreement.** The City or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor in the performance of this Agreement shall become the property of the City, provided the Contractor has been paid for these services. Unless expressly staled otherwise in the notice, Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the City under this Agreement. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Contractor shall not be relieved of

liability to the City for damages sustained by virtue of any breach of this Agreement by the Contractor.

- b. **Changes.** The City or Contractor may, from time to time, request changes in the scope of services or compensation of the Contractor. Such changes that are mutually agreed upon between the City and Contractor shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Contractor and by the City, or by a person authorized by resolution to sign on behalf of the City.
- c. **Assignability or Subcontracting.** Any assignment, transfer, or subcontracting of the Contractor's rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement is prohibited, unless written consent is obtained from the City, such consent shall not be unreasonably withheld.
- d. **Audit.** The City and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Contractor which are pertinent to the Contractor's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Contractor shall provide any documentation necessary to prepare all reporting required of or by the City, and shall keep all books, documents, papers, and records which are pertinent to the Contractor's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.
- e. **Equal Employment Opportunity.** While providing services under this Agreement, the Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.
- f. **Ownership of Documents.** All drawings, specifications, guidelines and other documents prepared or received by the Contractor directly in connection with this Agreement shall be the property of the City, provided the Contractor has been paid for these services. Such documents do not include materials, documents, or records which are subject to an evidentiary privilege, designated or considered Patient Safety Work Product, or otherwise deemed confidential pursuant to the Federal Patient Safety and Quality Improvement Act of 2005, 42 USC 299b-22.
- g. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to the conflicts of laws or rules of any jurisdiction.
- h. **Compliance with Laws and Permits.** The City and Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

The Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Contractor's expense, unless specifically stated otherwise in this Agreement. The City, Contractor and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of federal privacy laws (including, but not limited to HIPAA, the Patient Safety and Quality Improvement Act, 42 CFR Part 2, etc., hereinafter "FPL") as they apply to the services provided under this Agreement. The City and their employees and agents shall indemnify and hold harmless Company from and against any claims of any kind made as a result of alleged or actual violations of any FPL by the City and its employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of Contractor.

- i. **No Waiver of Rights.** Either party's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by either party except in writing signed by the parties, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.
- j. **Non-appropriation.** It is understood and agreed that this Agreement shall be subject to annual appropriations by the City. Recognizing that termination for lack of appropriations may entail substantial costs for Contractor and the City shall act in good faith and make every effort to give Contractor reasonable advance notice of any potential problem with funding or appropriations. If future funds are not appropriated for this Agreement, and upon exhaustion of existing funding, the City may terminate this Agreement without penalty or liability, by providing a minimum of thirty (30) days advance written notice to Contractor.
- k. **Force Majeure.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said Party is unable to prevent; the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues. If any of these circumstances are met, the assessment of penalties, and credits or paybacks shall be suspended until such time as the circumstances fully abate.
- l. **Third-Party Beneficiary.** It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to

the City and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

- m. **Survival of Terms and Conditions.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
 - n. **Abilities, Qualifications, Experience and Best Efforts.** Notwithstanding anything to the contrary contained in this Agreement, the City and Contractor agree and acknowledge that the City enters into this Agreement relying on the special and unique abilities of Contractor to perform the services and accomplish the tasks described. Contractor accepts the relationship of trust and confidence established between Contractor and the City by this Agreement. Contractor covenants with the City to use its best efforts. Contractor shall further the interests of the City according to the City's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.
 - o. **Accuracy of Work.** The Contractor represents, covenants and agrees that its work will be accurate and free from any material errors.
5. **Insurance Coverage.** Contractor shall, at its sole cost and expense, procure and maintain during the term of this Agreement, the following coverage and limits of insurance that provide protection solely for the wrongful acts of Contractor:
- a. **Medical Malpractice/Professional Liability.** Medical Malpractice/ Professional Liability insurance in an amount not less than \$3,000,000 per claim and \$6,000,000 in the aggregate.
 - b. **Comprehensive General Liability.** Comprehensive General Liability insurance in an amount not less than \$3,000,000 per occurrence and \$6,000,000 in the aggregate.
 - c. **Worker's Compensation.** Worker's Compensation coverage as required by applicable state law.
 - d. **Proof of Insurance.** Contractor shall provide the City proof of professional liability or medical malpractice coverage for Contractor's MAT staff, employees, agents and approved subcontractors, for the term services are provided under this Agreement. Contractor shall promptly notify the City, in writing, of cancellation of insurance coverage. If Contractor fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the City shall be entitled to terminate this Agreement without penalty to the City pursuant to the terms of Section 4 a.

6. Indemnification.

- a. Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, directly arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.
- b. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- c. **Dispute Resolution.** Should the parties disagree as to the other's obligation to indemnify, or as to the apportionment of fault between the parties, the parties' executive leadership shall meet and negotiate, in good faith, the resolution of such disagreement. Should the parties be unable to resolve the disagreement through negotiation, the parties shall retain a mutually agreeable third-party mediator, who shall resolve the disagreement through mediation. The costs of all such mediation shall be borne equally by the parties, and any mediation shall conclude within 90 days of initiation.

7. **Independent Contractor.** The Contractor is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Contractor to provide services under the terms of this Agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes.

8. **Notices.** Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the party listed below:

If for Contractor:

If for City:

Wellpath LLC
Attn: Chief Legal Officer
3340 Perimeter Hill Drive
Nashville, TN 37211

Lynnwood WA Police Department
Attn: Lisa Marshall, City Attorney
11 Front St. South
Issaquah, WA 98027-3820

With an e-mail copy to (which copy shall not, by itself, constitute effective Notice under this Agreement): LegalNotices@wellpath.us, or any substitute e-mail address provided by City pursuant to a change of Notice e-mail address propounded under this Section.

Such address may be changed from time to time by either Party by providing written notice as provided above.

9. **Extent of Agreement.** This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the City and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the City and Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

THE CITY OF LYNNWOOD WASHINGTON

WELLPATH LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

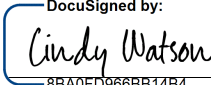
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EXHIBIT A

SCOPE OF SERVICES

1. Induction and Continuation: Wellpath will be responsible for identifying patients on treatment through the current booking process. Wellpath will verify patients' current enrollment in a community program and deliver necessary care to continue patients' program while in custody.
 - a. In the event the patient is on a Methadone program, Wellpath will establish agreements with a local Opioid Treatment Program ("OTP") Licensed clinic(s) to provide methadone services to the jail.
 - b. Wellpath will assess eligibility of patients reporting substance and alcohol abuse for induction into the treatment program.
 - c. Wellpath will utilize all FDA approved drugs in this program: buprenorphine and naltrexone and methadone.
 - d. Wellpath will provide mental health services to include group and individual counseling (where available) and a strong discharge plan that begins at our first patient appointment.
 - e. Wellpath will dose medications once daily. A detention facility officer must be present with no other assignments and the dosing of these medications in a separate medication pass, out of the visibility of general population.
2. Staffing: Wellpath's staffing for this program will consist of the following positions, reflected in Exhibit B:
 - a. Nurse Practitioner –Mid-level Provider responsible for induction of medication assisted treatment into the program and monitoring of patients while in it.
 - b. Licensed Nurse MAT Program Coordinator – Program manager and lead for managing ADP care and progress of MAT patients.
 - c. MHP (SUDP Certified) – Responsible for conducting individual and/or group therapy focused on relapse prevention, developing comprehensive discharge plans for participants with substance use disorders, and keeping updated contacts with community referral sources.
3. Discharge Planning: Wellpath will arrange and organize referrals to community providers upon patient release from custody.
 - a. Patients who arrive at the jail already on a program will be continued on their medication from that same provider during their stay within the jail.
 - b. Patients diagnosed with an OUD during their stay within the jail and are clinically indicated to start MAT programing will need to select a facility to continue their treatment once discharged back into the community.

EXHIBIT B
STAFFING MATRIX

Lynnwood, WA MAT Program Staffing ADP 30									
Day Shift									
POSITION	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Hrs/WK	FTEs
Nurse Practitioner/Physician Assistant-Certified	8							8	0.20
Licensed Practical Nurse MAT Program Coordinator	8	8	8	8	8			40	1.00
MHP (SUDP Certified)	8		8		8			24	0.60
TOTAL HOURS/FTE - WEEKLY								72	1.80

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- b. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
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If for City:

Wellpath LLC
Attn: Chief Legal Officer
3340 Perimeter Hill Drive
Nashville, TN 37211

Lynnwood WA Police Department
Attn: Lisa Marshall, City Attorney
11 Front St. South
Issaquah, WA 98027-3820

With an e-mail copy to (which copy shall not, by itself, constitute effective Notice under this Agreement): LegalNotices@wellpath.us, or any substitute e-mail address provided by City pursuant to a change of Notice e-mail address propounded under this Section.

Such address may be changed from time to time by either Party by providing written notice as provided above.

9. **Extent of Agreement.** This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the City and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the City and Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

THE CITY OF LYNNWOOD WASHINGTON

WELLPATH LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

DocuSigned by:
Cindy Watson
8BA0FD966BB14B4...

Cindy watson

Chief Operating Officer

EXHIBIT A

SCOPE OF SERVICES

1. Induction and Continuation: Wellpath will be responsible for identifying patients on treatment through the current booking process. Wellpath will verify patients' current enrollment in a community program and deliver necessary care to continue patients' program while in custody.
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MHP (SUDP Certified)	8		8		8			24	0.60
TOTAL HOURS/FTE - WEEKLY								72	1.80

CITY COUNCIL
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Additional Construction Contract Authority: Lift Station 10 Wet Well Cleaning and Force Main Improvements

DEPARTMENT CONTACT: Andrew Johnson, Public Works

SUMMARY:

Authorize additional construction contract authority with Road Construction Northwest Inc. for the Lift Station 10 Wet Well Cleaning and Force Main Improvements Project

PRESENTER:

Andy Johnson, Project Manager and David Mach, City Engineer

ESTIMATED TIME:

0

BACKGROUND:

The City of Lynnwood's Sewer Lift Station 10, located at the south side of the Lynnwood Transit Center, is the City's largest lift station and requires maintenance activities to improve operational performance and capacity.

The original scope of work consisted of cleaning the Lift Station 10 sewer wet well and performing mechanical replacements of four air vacuum and air release assemblies along the Lift Station 10's force main.

During the construction project, the need for additional mechanical improvements were discovered and found necessary to complete contract work and maintain the City's functionality of the lift station and it's two adjacent force mains.

The proposed work consists of the addition of an emergency bypass pumping port, replacement of broken force main valving, replacement of force main drain valves, replacement of a broken lift station slide gate and removal of obsolete oxygen tanks.

This is the second construction change order. Staff is requesting \$523,271.27 to the previously approved contract for a new total of \$1,156,024.93 (the values in the action have been rounded for simplicity).

Summary:

\$575,230.60 - Bid Amount

\$57,523.06 - Contingency

\$632,753.66 - Prior Maximum Approved by Council

\$523,271.27 - Additional Contract Authority

\$1,156,024.93 - New Maximum Approval Being Requested

SUGGESTED ACTION:

Authorize additional construction contract authority for the Lift Station 10 Wet Well Cleaning and Force Main Improvements with Road Construction Inc. of Renton WA, increasing the previously approved contract value of \$632,754 to a new not to exceed total contract value of \$1,156,025.

PREVIOUS COUNCIL ACTIONS:

September 9, 2024 - Business Meeting: 11.K - Bid Award: Sewer Lift Station 10 Wet Well Cleaning and Force Main Improvements

FUNDING:

The project costs are consistent with the adopted (2025-2026) biennial budget and are anticipated to be consistent with future budgets

Utility Fund 411

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 Lift Station 10 Wet Well Cleaning and Force Main Improvements 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 provides infrastructure supporting a healthy and sustainable environment for all citizens.

DEPARTMENT ATTACHMENTS

Description:

CITY COUNCIL
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: LMC Updates for tax remittance deadlines

DEPARTMENT CONTACT: Michelle Meyer, Finance

SUMMARY:

Review proposed updates to LMC related to due dates for certain taxes

PRESENTER:

Michelle Meyer, Finance Director

ESTIMATED TIME:

0

BACKGROUND:

Various sections of the Lynnwood Municipal Code (LMC) refer to the deadline for submission of different taxes:

Section 3.41.050(A): Utility Tax

Section 3.43.100(B): Admissions Tax

Section 10.30.120(A): Gambling Tax

Utility Tax and Gambling Tax currently have a deadline of 15 days after the end of a quarter while Admissions Tax has a deadline of the last day of the month subsequent to a quarter (30 days). Staff recommends increasing this to 45 days to allow businesses time to accurately calculate and remit payments due.

A redlined copy of the proposed ordinance to update these due dates was reviewed with the Council Finance Committee at their June meeting. The ordinance is scheduled for Council action at the July 14th Business Meeting.

SUGGESTED ACTION:

Review proposed LMC updates

PREVIOUS COUNCIL ACTIONS:

Review: June Council Finance Committee Meeting

FUNDING:

None

DEPARTMENT ATTACHMENTS

Description:

[LMC updates for deadline for tax remittance.pdf](#)



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, AMENDING SECTIONS 3.41.050(A), 3.43.100(B), AND 10.30.120(A) OF THE LYNNWOOD MUNICIPAL CODE TO EXTEND THE DEADLINE FOR PAYMENT OF CERTAIN TAXES AND PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION

WHEREAS, the City of Lynnwood collects various taxes in accordance with state law and sets the deadline for those payments through Lynnwood Municipal Code section 3.41.050(A) for Utility Tax, section 3.43.100 for Admissions Tax, and section 10.30.120(A) for Gambling Tax; and

WHEREAS, in order to allow taxpayers time to accurately calculate and remit payments due, the payment deadline will be extended to forty-five days;

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 extend the deadline for certain quarterly tax payments to forty-five days.

Section 2: Amendments.

Section 3.41.050(A) Quarterly Returns and Payment for Utility Taxes is hereby amended to read:

A. On or before the ~~fifteenth~~forty-fifth day following the end of each calendar quarter (i.e., ~~April~~May 15th, ~~July~~August 15th, ~~October~~November 15th, and ~~January~~February 15th), each taxpayer shall remit payment for the preceding quarter's utility tax, accompanied by a quarterly statement showing the manner in which the quarterly payment is calculated. The quarterly statement shall be upon a form provided by the city finance director and shall contain such information as may be necessary to enable the director to arrive at the lawful amount of the tax. The taxpayer shall, in a legible manner, provide all information required by the city finance director on such returns, shall sign the same, and by affidavit shall swear or affirm that the information therein given is full and true and that the taxpayer knows the same to be so.

Section 3.43.100(B) Collection and Remittance for Admissions Tax is hereby amended to read:

B. The tax imposed by this chapter shall be due and payable on a quarterly basis ~~and remittance therefor shall accompany each return and be in the finance director's office by 5:00 p.m. P.S.T.~~ on or before the ~~last~~ fifteenth day of each ~~April~~ May, ~~July~~ August, ~~October~~ November and ~~January~~ February, by the person, firm or corporation collecting the same; provided, the city finance director for good cause may require the return and remittance of the admissions tax immediately upon its collection or at the conclusion of the series of performances or exhibitions, or otherwise as the city finance director deems appropriate. The quarterly returns shall be made on forms provided by the finance director, separately stating the number of admissions sold, the price for each admission, and the amount of tax, shall be signed and verified by the person making the return, and shall contain such other information as the city finance director may specify.

Section 10.30.120(A) Tax Payments for Gambling Tax is hereby amended to read:

A. Quarterly. Quarterly payments of tax imposed by this chapter shall be due and payable in quarterly installments, and remittance therefor shall be made on or before the ~~fifteenth~~ forty-fifth day ~~of the month next succeeding~~ following the end of the quarterly period in which the tax accrued (i.e., May 15th, August 15th, November 15th, and February 15th). The remittance ~~shall be made by bond draft, certified check, cashier's check, money order, or in cash, and~~ shall be accompanied by a return on a form to be provided and prescribed by the city finance ~~officer~~ director. The taxpayer shall be required to swear or affirm that the information given on the tax return is full and true and that the taxpayer knows the same to be so.

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

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

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

APPROVED:

Christine Frizzell, Mayor

82
83
84
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87

ATTEST/AUTHENTICATED:

Luke Lonie, City Clerk

APPROVED AS TO FORM:

Lisa Marshall, City Attorney

CITY COUNCIL
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: LMC Update for Utility Billing Late Fees

DEPARTMENT CONTACT: Michelle Meyer, Finance

SUMMARY:

Discuss potential updates to LMC related to late fees for utility billing

PRESENTER:

Michelle Meyer, Finance Director

ESTIMATED TIME:

0

BACKGROUND:

The City of Lynnwood operates municipal water, sewer and surface water systems, collectively referred to in the Lynnwood Municipal Code (LMC) Chapter 13.34 as the "Waterworks Utility." LMC Section 13.34.030(A) outlines specific procedures for the calculation of penalties and delinquent charges.

The current LMC language indicates that the 10 percent penalty should be applied to the full balance of the account. In practice, if other LMC sections regarding account shut offs are followed, then account holders will not fall behind more that one billing cycle and the 10 percent penalty would only be applied once.

However, during the moratorium on shut offs and penalties that was in place during COVID, accounts holders fell behind on numerous billing cycles. When normal penalty procedures resumed, the 10 percent penalty was applied each delinquent billing cycle on the full balance due. This resulted in the compounding of penalty charges being applied to penalty balances and made it even harder for account holders to get caught up on their payments.

To better align with system processes that are designed only to calculate the penalty on the most recent billing, and to eliminate the compound calculation of penalties due, staff recommend updating the LMC language to clarify that the 10 percent penalty only applies to the current billing cycle.

The City is currently working with FCS to perform a utility rate study and staff will be working with FCS to review additional changes to rate structures and other LMC provisions related to the Waterworks Utility.

The proposed change to the late fee language was reviewed at the June Council Finance

Committee Meeting. The ordinance is scheduled for action at the July 14th Business Meeting.

SUGGESTED ACTION:

Review potential LMC update regarding late fee calculations for utility billing.

PREVIOUS COUNCIL ACTIONS:

Review: June Council Finance Committee Meeting

FUNDING:

Under current language, the compounding of late fees only occurs when accounts fall behind by multiple billing cycles. Excluding another moratorium situation, changing the LMC language will not negatively impact revenues because accounts that fall behind multiple billing cycles will be shut off or enter into payment plans before penalties are applied again.

DEPARTMENT ATTACHMENTS

Description:

[Ordinance xx LMC 13.34.030A UB late fees.pdf](#)



ORDINANCE NO. 2025-xx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LYNNWOOD, WASHINGTON AMENDING LMC 13.34.030(A)
RELATED TO PENALTIES AND DELINQUENT CHARGES FOR THE
WATERWORKS UTILITY; PROVIDING FOR SEVERABILITY;
ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR
SUMMARY PUBLICATION

WHEREAS, the City of Lynnwood operates municipal water, sewer and surface water systems, collectively referred to in the Lynnwood Municipal Code Chapter 13.34 as the "Waterworks Utility"; and

WHEREAS, clarification is needed in the current language for penalties and delinquent charges to align with system processes and eliminate the compound calculation of penalties due;

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 update the Lynnwood Municipal Code language to clarify that the 10 percent penalty will be applied to the balance of the most current billing cycle, not the full account balance.

Section 2: Amendments. Chapter 13.34.030(A) is hereby amended to read:

13.34.030 Penalties and delinquent charges.

A. In addition to other charges provided in this title or LMC Title [14](#) each account shall be charged a **one-time** penalty of 10 percent of the **current** unpaid balance for all city utility charges not paid within 35 days after the date of billing. This amount shall be paid whether or not the water is actually turned off.

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

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

PASSED BY THE CITY COUNCIL THIS 14th day of July, 2025.

APPROVED:

Christine Frizzell, Mayor

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

Luke Lonie, City Clerk

Lisa Marshall, City Attorney

MEDICATION ASSISTED TREATMENT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of _____, 2025 by and between the City of Lynnwood Washington (hereinafter referred to as the "City") and Wellpath LLC (hereinafter referred to as the "Contractor").

WHEREAS, City and Contractor entered into Contract No. 3696 related to Inmate Medical Services (hereinafter referred to as "Contract") on March 17, 2024; and

WHEREAS, Contractor will be responsible for working with the City to establish a continuation of care and induction Medication Assisted Treatment Program at the Lynnwood City Jail. Contractor will ensure all items list in Exhibit A "Scope of Work" are completed; and

WHEREAS, The City and Contractor agree to authorize the staffing levels outlined in Exhibit B, "Staffing Matrix". If the number of patients exceeds the thresholds in this agreement Contractor and the City shall mutually agree to increased staffing.

THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to perform the services described in Exhibit A, which document is attached hereto and incorporated herein in its entirety.
2. **Time of Performance.** The services of the Contractor are to commence on May 1, 2025 and be completed (or end) by March 17, 2028, unless this Agreement is sooner terminated pursuant to paragraph 4.A. below. All lime limits are of the essence in this Agreement.
3. **Annual Amount/Monthly Payments.** The base amount to be paid by the City to Contractor is \$347,578.00 for a period of 12 months, pro-rated for any partial months, payable in equal monthly installments.
4. **General Terms and Conditions.**
 - a. **Termination of Agreement.** The City or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor in the performance of this Agreement shall become the property of the City, provided the Contractor has been paid for these services. Unless expressly staled otherwise in the notice, Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the City under this Agreement. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Contractor shall not be relieved of

liability to the City for damages sustained by virtue of any breach of this Agreement by the Contractor.

- b. **Changes.** The City or Contractor may, from time to time, request changes in the scope of services or compensation of the Contractor. Such changes that are mutually agreed upon between the City and Contractor shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Contractor and by the City, or by a person authorized by resolution to sign on behalf of the City.
- c. **Assignability or Subcontracting.** Any assignment, transfer, or subcontracting of the Contractor's rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement is prohibited, unless written consent is obtained from the City, such consent shall not be unreasonably withheld.
- d. **Audit.** The City and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Contractor which are pertinent to the Contractor's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Contractor shall provide any documentation necessary to prepare all reporting required of or by the City, and shall keep all books, documents, papers, and records which are pertinent to the Contractor's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.
- e. **Equal Employment Opportunity.** While providing services under this Agreement, the Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.
- f. **Ownership of Documents.** All drawings, specifications, guidelines and other documents prepared or received by the Contractor directly in connection with this Agreement shall be the property of the City, provided the Contractor has been paid for these services. Such documents do not include materials, documents, or records which are subject to an evidentiary privilege, designated or considered Patient Safety Work Product, or otherwise deemed confidential pursuant to the Federal Patient Safety and Quality Improvement Act of 2005, 42 USC 299b-22.
- g. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to the conflicts of laws or rules of any jurisdiction.
- h. **Compliance with Laws and Permits.** The City and Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

The Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Contractor's expense, unless specifically stated otherwise in this Agreement. The City, Contractor and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of federal privacy laws (including, but not limited to HIPAA, the Patient Safety and Quality Improvement Act, 42 CFR Part 2, etc., hereinafter "FPL") as they apply to the services provided under this Agreement. The City and their employees and agents shall indemnify and hold harmless Company from and against any claims of any kind made as a result of alleged or actual violations of any FPL by the City and its employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of Contractor.

- i. **No Waiver of Rights.** Either party's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by either party except in writing signed by the parties, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.
- j. **Non-appropriation.** It is understood and agreed that this Agreement shall be subject to annual appropriations by the City. Recognizing that termination for lack of appropriations may entail substantial costs for Contractor and the City shall act in good faith and make every effort to give Contractor reasonable advance notice of any potential problem with funding or appropriations. If future funds are not appropriated for this Agreement, and upon exhaustion of existing funding, the City may terminate this Agreement without penalty or liability, by providing a minimum of thirty (30) days advance written notice to Contractor.
- k. **Force Majeure.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said Party is unable to prevent; the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues. If any of these circumstances are met, the assessment of penalties, and credits or paybacks shall be suspended until such time as the circumstances fully abate.
- l. **Third-Party Beneficiary.** It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to

the City and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

- m. **Survival of Terms and Conditions.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
 - n. **Abilities, Qualifications, Experience and Best Efforts.** Notwithstanding anything to the contrary contained in this Agreement, the City and Contractor agree and acknowledge that the City enters into this Agreement relying on the special and unique abilities of Contractor to perform the services and accomplish the tasks described. Contractor accepts the relationship of trust and confidence established between Contractor and the City by this Agreement. Contractor covenants with the City to use its best efforts. Contractor shall further the interests of the City according to the City's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.
 - o. **Accuracy of Work.** The Contractor represents, covenants and agrees that its work will be accurate and free from any material errors.
5. **Insurance Coverage.** Contractor shall, at its sole cost and expense, procure and maintain during the term of this Agreement, the following coverage and limits of insurance that provide protection solely for the wrongful acts of Contractor:
- a. **Medical Malpractice/Professional Liability.** Medical Malpractice/ Professional Liability insurance in an amount not less than \$3,000,000 per claim and \$6,000,000 in the aggregate.
 - b. **Comprehensive General Liability.** Comprehensive General Liability insurance in an amount not less than \$3,000,000 per occurrence and \$6,000,000 in the aggregate.
 - c. **Worker's Compensation.** Worker's Compensation coverage as required by applicable state law.
 - d. **Proof of Insurance.** Contractor shall provide the City proof of professional liability or medical malpractice coverage for Contractor's MAT staff, employees, agents and approved subcontractors, for the term services are provided under this Agreement. Contractor shall promptly notify the City, in writing, of cancellation of insurance coverage. If Contractor fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the City shall be entitled to terminate this Agreement without penalty to the City pursuant to the terms of Section 4 a.

6. Indemnification.

- a. Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, directly arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.
- b. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- c. **Dispute Resolution.** Should the parties disagree as to the other's obligation to indemnify, or as to the apportionment of fault between the parties, the parties' executive leadership shall meet and negotiate, in good faith, the resolution of such disagreement. Should the parties be unable to resolve the disagreement through negotiation, the parties shall retain a mutually agreeable third-party mediator, who shall resolve the disagreement through mediation. The costs of all such mediation shall be borne equally by the parties, and any mediation shall conclude within 90 days of initiation.

7. **Independent Contractor.** The Contractor is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Contractor to provide services under the terms of this Agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes.

8. **Notices.** Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the party listed below:

If for Contractor:

If for City:

Wellpath LLC
Attn: Chief Legal Officer
3340 Perimeter Hill Drive
Nashville, TN 37211

Lynnwood WA Police Department
Attn: Lisa Marshall, City Attorney
11 Front St. South
Issaquah, WA 98027-3820

With an e-mail copy to (which copy shall not, by itself, constitute effective Notice under this Agreement): LegalNotices@wellpath.us, or any substitute e-mail address provided by City pursuant to a change of Notice e-mail address propounded under this Section.

Such address may be changed from time to time by either Party by providing written notice as provided above.

9. **Extent of Agreement.** This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the City and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the City and Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

THE CITY OF LYNNWOOD WASHINGTON

WELLPATH LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

DocuSigned by:
Cindy Watson
8BA0FD966BB14B4...

EXHIBIT A

SCOPE OF SERVICES

1. Induction and Continuation: Wellpath will be responsible for identifying patients on treatment through the current booking process. Wellpath will verify patients' current enrollment in a community program and deliver necessary care to continue patients' program while in custody.
 - a. In the event the patient is on a Methadone program, Wellpath will establish agreements with a local Opioid Treatment Program ("OTP") Licensed clinic(s) to provide methadone services to the jail.
 - b. Wellpath will assess eligibility of patients reporting substance and alcohol abuse for induction into the treatment program.
 - c. Wellpath will utilize all FDA approved drugs in this program: buprenorphine and naltrexone and methadone.
 - d. Wellpath will provide mental health services to include group and individual counseling (where available) and a strong discharge plan that begins at our first patient appointment.
 - e. Wellpath will dose medications once daily. A detention facility officer must be present with no other assignments and the dosing of these medications in a separate medication pass, out of the visibility of general population.

2. Staffing: Wellpath's staffing for this program will consist of the following positions, reflected in Exhibit B:
 - a. Nurse Practitioner –Mid-level Provider responsible for induction of medication assisted treatment into the program and monitoring of patients while in it.
 - b. Licensed Nurse MAT Program Coordinator – Program manager and lead for managing ADP care and progress of MAT patients.
 - c. MHP (SUDP Certified) – Responsible for conducting individual and/or group therapy focused on relapse prevention, developing comprehensive discharge plans for participants with substance use disorders, and keeping updated contacts with community referral sources.

3. Discharge Planning: Wellpath will arrange and organize referrals to community providers upon patient release from custody.
 - a. Patients who arrive at the jail already on a program will be continued on their medication from that same provider during their stay within the jail.
 - b. Patients diagnosed with an OUD during their stay within the jail and are clinically indicated to start MAT programing will need to select a facility to continue their treatment once discharged back into the community.

EXHIBIT B
STAFFING MATRIX

Lynnwood, WA MAT Program Staffing ADP 30									
Day Shift									
POSITION	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Hrs/WK	FTEs
Nurse Practitioner/Physician Assistant-Certified	8							8	0.20
Licensed Practical Nurse MAT Program Coordinator	8	8	8	8	8			40	1.00
MHP (SUDP Certified)	8		8		8			24	0.60
TOTAL HOURS/FTE - WEEKLY								72	1.80