



**LYNNWOOD CITY COUNCIL Work Session**  
**City Hall Council Chambers 19100 44th Ave W Lynnwood WA 98036**  
**MONDAY, NOVEMBER 17, 2025 6:00 PM**

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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 [Ordinance: Mid-biennial Budget Amendments](#) - 30 minutes  
Michelle Meyer, Finance Director
  - 6.B [Ordinance: 2026 Property Tax Levy](#) - 30 minutes  
Michelle Meyer, Finance Director
  - 6.C [Follow-Up Information: 2025-2026 Budget](#) - 20 minutes  
Michelle Meyer, Finance Director
  - 6.D [Discussion of LMC Title 6 Concerning Dangerous Animal Ordinance](#) - 30 minutes  
Cole Langdon, Chief of Police Justin Gann, Commander of Special Services
  - 6.E [LMC Updates for Title 13](#) - 20 minutes  
Michelle Meyer, Finance Director; Jared Bond, Public Works Director
7. NEW BUSINESS

ADJOURN

MEMOS FOR FUTURE ACTION

[Reappointment of Three Parks and Recreation Board Members](#) - 0 minutes  
Joel Faber, Director

[Reappointment: Board of Ethics](#) - 0 minutes  
Luke Lonie, City Clerk

[Reappointment of 3 Arts Commissioners](#) - 0 minutes

Fred Wong

[Reappointment of Planning Commissioners \(2\)](#) - 0 minutes

Karl Almgren, AICP, Community Planning Manager

[Reappoint Tourism Advisory Committee / Lodging Tax Advisory Committee Members](#) - 0 minutes

Ryan Bush, Tourism Project Manager

[Contract: WWTP Major Upgrades Design](#) - 0 minutes

Ehsan Shirkhani, Public Works Manager

[Contract: 48th Ave W Sewer Improvement Project](#) - 0 minutes

Pradip Kandel, P.E., Engineer and David Mach, P.E., City Engineer

[Interlocal Agreement: Snohomish Regional Drug Task Force Cooperation](#) - 0 minutes

Julie Moore, Assistant City Administrator

[Bid Award: 40th Ave Tank Repairs](#) - 0 minutes

Mike Whaley, Project Manager and David Mach, City Engineer

MEMOS FOR YOUR INFORMATION

**CITY COUNCIL 6.A**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

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**TITLE: Ordinance: Mid-biennial Budget Amendments**

**DEPARTMENT CONTACT: Michelle Meyer, Finance**

**SUMMARY:**

Review ordinance to adopt mid-biennial budget modifications

**PRESENTER:**

Michelle Meyer, Finance Director

**ESTIMATED TIME:**

30

**BACKGROUND:**

On November 25, 2024, the City Council passed Ordinance 3471 adopting the 2025-2026 biennial budget. A biennial budget results in the adoption of a two-year appropriation, with the requirement of a mid-biennial review in accordance with state statute. On January 27, 2025, the City Council passed a resolution adopting the mid-biennial budget review calendar for 2025. The mid-biennial review is done to modify the budget for significant items that could not have been anticipated when the biennial budget was adopted at the end of 2024. A public hearing for the mid-biennial review is required in accordance with state law. A public hearing is required in accordance with state law; this was held on November 10, 2025.

**SUGGESTED ACTION:**

Review proposed mid-biennial amendment ordinance

**PREVIOUS COUNCIL ACTIONS:**

Public Hearing: November 10, 2025  
City Council Work Session Review: November 3, 2025  
Finance Committee Review: October 22, 2025  
2025 Mid-biennial Budget Review Calendar Adoption: January 27, 2025  
2025-2026 Budget Adoption: November 25, 2024

**DEPARTMENT ATTACHMENTS**

Description:

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[2025 Budget Amendment Memo 11.17.pdf](#)

[2025 Budget Amendment detail 11.17.pdf](#)

[Ord 3xxx 2025-26 Mid-Biennial Modifications.pdf](#)



Date: November 17, 2025

To: City Council via Mayor Christine Frizzell

From: Michelle Meyer, Finance Director

Subject: 2025 Mid-biennial Budget Amendment

On November 25, 2024, the City Council passed Ordinance 3471 that adopted the 2025-2026 biennial budget. A mid-biennial budget review process is required by for a biennial budget. A public hearing was held November 10<sup>th</sup>.

To date, the following budget amendments are proposed for the 2025-2026 budget. A list of detailed amendments is attached. Items in **bold** on the attachment have been added since the last memo was prepared.

#### **General Fund**

##### *Legal Department Contractual Increases for Prosecution and Indigent Defense*

Due to industry-wide wage increases for prosecutors, contractual fees will be increasing an additional \$111,100. The Washington State Bar Association adopted revised Standards for Indigent Defense Services (WSBA Standards) that drastically reduce the number of cases an attorney can accept resulting in a contractual increase of \$240,000.

##### *IT Department Grant Revenue & Expenditure Authority*

The IT Department received a grant for \$63,285; the additional revenue and corresponding expenditure authority have no net impact on the fund.

##### *Police, PRCA and Public Works Fleet Replacement Charge Reduction*

Vehicle replacement lifecycles have been extended to reduce charges to General Fund departments by \$1,304,500. This will also reduce the revenues going into the Equipment Replacement Fund.

##### *Cost Allocation True-Up*

The General Fund receives cost allocation revenues in the form of charges for services from the City's Utility Fund to reimburse for internal service costs provided by General Fund staff (Finance, IT, HR and Exec). The true-up for the 2024 cost allocation amounts reflects actual costs exceeded the budgeted amount by \$401,666 for the Utility Fund.

#### **Lodging Tax Fund**

Increase expenditure budget for contractual services by \$10,000 from available fund balance.

**Tax Increment Financing District Fund**

Establish new fund to collect tax revenues within Tax Increment Area that was created in 2025. No revenues are anticipated for the biennium and no expenditure authority is required in this amendment.

**Criminal Justice Fund**

The Police Department has received four grants totaling \$3,291,334 in increased revenues to fund various programs approved by Council earlier in the year; expenditure authority of \$3,582,788 includes all grant funding plus available fund balance for the program costs not covered by grants.

**Opioid Settlement Fund**

Increase expenditure budget by \$42,330.50 for SCOUT program and by \$525,000 for Human Services grant program, both approved by Council this year.

**Technology Replacement Fund**

Increase both revenue and expenditure budget by \$1,398,759. Departments contribute to IT shared services through charges for services and the direct costs will now be paid wholly from this fund rather than breaking up individual invoice charges among departments. This is based on an accounting change in how we manage shared IT costs; no additional amounts are being spent above the adopted budget; the funds will just be accumulated in and expended from this fund.

**Transfers Between Funds**

Restricted revenues accumulate in various funds and are then transferred to other funds to pay for or reimburse for specific projects/operations that align with the original restricted use of the funds. City Council approval is required for transfer authority, even if it is within the original adopted budget expenditure authority amount. A few transfers require adjustments to expenditure authority in the destination fund to accompany the additional revenues from the source fund. The attached budget amendment list details transfers for the mid-biennial amendment, including a few that require additional expenditure authority, or expenditure authority reduction to balance.

**Mid-biennial Budget Review Timeline**

- November 3, 2025      City Council Work Session, review proposed amendments
- November 10, 2025      City Council Business Meeting, public hearing on proposed amendments
- November 17, 2025      City Council Work Session, continued review and discussion
- November 24, 2025      City Council Business Meeting, adopt ordinance for amendments

**2025 Budget Amendment Detail 11.11.25**

<u>Fund Name</u>	<u>Description</u>	<u>Revenue</u>	<u>Expenditure</u>	<u>Amendment Type</u>
General	Prosecutor contract increases		111,100.00	Expenditure Increase
General	Indigent Defense contract increases		240,000.00	Expenditure Increase
General	Revenue from grant for Right Systems Pen Testing and Yubikey	63,285.00		Grant Revenue
General	Expenditure Authority for Right Systems Yubikey Grant funded		21,250.00	Grant Expenditure
General	Expenditure Authority for Right Systems Pen Testing Grant funded		42,035.00	Grant Expenditure
General	300 PD Admin Fleet Replacement Charge adjustment		(87,600.00)	Fleet Charge Adjustment
General	301 PD Comm Serv Fleet Replacement Charge adjustment		(39,100.00)	Fleet Charge Adjustment
General	302 PD CI Fleet Replacement Charge adjustment		(111,600.00)	Fleet Charge Adjustment
General	304 PD Patrol Fleet Replacement Charge adjustment		(606,100.00)	Fleet Charge Adjustment
General	308 SOS Fleet Replacement Charge adjustment		(89,600.00)	Fleet Charge Adjustment
General	310 PD Traffic Fleet Replacement Charge adjustment		(86,200.00)	Fleet Charge Adjustment
General	311 PD Training Fleet Replacement Charge adjustment		200.00	Fleet Charge Adjustment
General	350 PD Corrections Fleet Replacement Charge adjustment		100.00	Fleet Charge Adjustment
General	510 Parks Fleet Replacement Charge adjustment		(144,100.00)	Fleet Charge Adjustment
General	540 Recreation Fleet Replacement Charge adjustment		(96,000.00)	Fleet Charge Adjustment
General	610 Engineering Fleet Replacement Charge adjustment		(37,000.00)	Fleet Charge Adjustment
General	613 Construction Fleet Replacement Charge adjustment		18,100.00	Fleet Charge Adjustment
General	630 Bldg Maint Fleet Replacement Charge adjustment		(25,600.00)	Fleet Charge Adjustment
Fleet Management	Reduce revenues from General Fund for Police and PRCA vehicles	(1,034,500.00)		Fleet Charge Adjustment
General	2024 Cost Allocation True-up from Proprietary Funds: Utility Operations	401,666.00		Transfer Between Funds
Utility Operations	2024 Cost Allocation True-up due to General Fund: Water		108,816.00	Transfer Between Funds
Utility Operations	2024 Cost Allocation True-up due to General Fund: Sewer		227,646.00	Transfer Between Funds
Utility Operations	2024 Cost Allocation True-up due to General Fund: Storm		65,204.00	Transfer Between Funds
Lodging Tax	Expenditure authority to cover Contractual Services from fund balance		10,000.00	Expenditure Authority
Tax Increment Financing	Create TIF fund, no budget needed			New Fund
Criminal Justice	Revenue from Verdant Grant for SCOUT	177,500.00		Grant Revenue
Criminal Justice	Expenditure Authority for Verdant Grant for SCOUT		177,500.00	Grant Expenditure
Criminal Justice	Revenue from WASPC grant for ALPR	132,700.00		Grant Revenue
Criminal Justice	Expenditure Authority for WASPC grant for ALPR plus 105 funds		171,154.00	Grant Expenditure
Criminal Justice	Revenue from HCA for Jail MAT	731,134.00		Grant Revenue

Criminal Justice	Expenditure Authority for HCA Jail MAT contract		731,134.00	Grant Expenditure
Criminal Justice	Revenue from HCA for Jail Capacity Building	2,250,000.00		Grant Revenue
Criminal Justice	Expenditure Authority for HCA Jail Capacity Building contract		2,250,000.00	Grant Expenditure
Criminal Justice	Expenditure Authority for Jail Software		253,000.00	Grant Expenditure
<b>Criminal Justice</b>	<b>Revenue from HCA for Sound Transit ILA</b>	<b>355,409.00</b>		<b>Grant Revenue</b>
<b>Criminal Justice</b>	<b>Expenditure Authority for Sound Transit ILA</b>		<b>355,409.00</b>	<b>Grant Expenditure</b>
Opioid Settlement	Expenditure authority for SCOUT program		42,330.50	Expenditure Authority
Opioid Settlement	Expenditure authority for Human Services Grant Program		525,000.00	Expenditure Authority
Technology Reserve	Revenue from all funds for IT shared software charges	1,398,759.00		Accounting Update
Technology Reserve	Expenditure authority for phones		229,979.00	Accounting Update
Technology Reserve	Expenditure authority for Shared IT software		719,807.00	Accounting Update
Technology Reserve	Expenditure authority for shared Internet charges		142,029.00	Accounting Update
Technology Reserve	Expenditure authority for shared Cell phone charges		306,944.00	Accounting Update
Facilities Capital	Transfer in from 020: Financial Plan updates	350,000.00		Transfer Between Funds
Economic Development	Transfer out to 370: Financial Plan updates		350,000.00	Transfer Between Funds
Economic Development	Transfer out to 360: Financial Plan updates		(143,432.00)	Transfer Between Funds
Transportation Capital	Transfer in from 020: Financial Plan updates	(143,432.00)		Transfer Between Funds
Facilities Capital	Expenditure authority for transferred funds		350,000.00	Expenditure Authority
Parks Capital	Transfer in from 020: Financial Plan updates	250,000.00		Transfer Between Funds
Economic Development	Transfer out to 380: Financial Plan updates		250,000.00	Transfer Between Funds
Parks Capital	Expenditure authority for transferred funds		250,000.00	Expenditure Authority
Real Estate Excise Tax II	Transfer out to 380: Financial Plan updates		(250,000.00)	Transfer Between Funds
Parks Capital	Transfer in from 020: Financial Plan updates	(250,000.00)		Transfer Between Funds
Real Estate Excise Tax II	Transfer out to 360: Financial Plan updates		(237,374.00)	Transfer Between Funds
Transportation Capital	Transfer in from 020: Financial Plan updates	(237,374.00)		Transfer Between Funds
Other Government	Revenue from Department of Commerce Grant	155,000.00		Grant Revenue
Lynnwood Shop	Reduce Expenditure Authority for actual beginning balance		(17,149.00)	Reduce Expenditure Auth.
Public Safety Capital	Reduce Expenditure Authority for transfers & actual beginning balance		(537,886.00)	Reduce Expenditure Auth.
Criminal Justice	Transfer in from 390: CJC project expenses	33,041.09		Transfer Between Funds
Criminal Justice Capital	Transfer out to 105: CJC project expenses		33,041.09	Transfer Between Funds
Criminal Justice Capital	Transfer out to 390: CJC Project expenses		400,000.00	Transfer Between Funds
Criminal Justice	Transfer in from 390: CJC project expenses	400,000.00		Transfer Between Funds

Streets Operating	Transfer in from 150: Cover Street O&M costs	300,000.00		Transfer Between Funds
Dist.	Transfer out to 111: Cover Street O&M costs		300,000.00	Transfer Between Funds
General	Transfer in from 105: Offset PD General Fund reductions	921,897.00		Transfer Between Funds
Criminal Justice	Transfer out to 011: Offset PD General Fund reductions		921,897.00	Transfer Between Funds
General	Transfer in from 360: Reimbursement of labor for Financial Plan close outs	1,224,221.26		Transfer Between Funds
Transportation Capital	Transfer out to 011: Reimbursement of labor for Financial Plan close outs		1,224,221.26	Transfer Between Funds
General	Transfer in from 411: Reimbursement of labor for Financial Plan close outs	447,462.58		Transfer Between Funds
Utility Operations	Transfer out to 011: Reimbursement of labor for Financial Plan close outs		447,462.58	Transfer Between Funds
General	Transfer in from 412: Reimbursement of labor for Financial Plan close outs	367,004.76		Transfer Between Funds
Utility Capital	Transfer out to 011: Reimbursement of labor for Financial Plan close outs		367,004.76	Transfer Between Funds
Transportation Capital	Transfer in from 412: Reimbursement of labor for Financial Plan close outs	175,117.85		Transfer Between Funds
Utility Capital	Transfer out to 360 : Reimbursement of labor for Financial Plan close outs		175,117.85	Transfer Between Funds
Street Operations	Transfer in from 411: Reimbursement of labor for Financial Plan close outs	360,831.40		Transfer Between Funds
Utility Operations	Transfer out to 111: Reimbursement of labor for Financial Plan close outs		360,831.40	Transfer Between Funds
Utility Operations	Transfer in from 412: Reimbursement of labor for Financial Plan close outs	3,769.09		Transfer Between Funds
Utility Capital	Transfer out to 411: Reimbursement of labor for Financial Plan close outs		3,769.09	Transfer Between Funds
Utility Operations	Transfer in from 144: Reimbursement of labor for Financial Plan close outs	594.18		Transfer Between Funds
Solid Waste	Transfer out to 411: Reimbursement of labor for Financial Plan close outs		594.18	Transfer Between Funds
General	Transfer in from 144: Reimbursement of labor for Financial Plan close outs	1,386.06		Transfer Between Funds
Solid Waste	Transfer out to 011: Reimbursement of labor for Financial Plan close outs		1,386.06	Transfer Between Funds
General	Transfer in from 357: Reimbursement of labor for Financial Plan close outs	14,442.20		Transfer Between Funds
Facilities Capital	Transfer out to 011: Reimbursement of labor for Financial Plan close outs		14,442.20	Transfer Between Funds
Fleet Management	Transfer in from 144: Reimbursement of labor for Financial Plan close outs	472.78		Transfer Between Funds
Solid Waste	Transfer out to 511: Reimbursement of labor for Financial Plan close outs		472.78	Transfer Between Funds
Solid Waste	Transfer in from 411: Reimbursement of labor for Financial Plan close outs	12,213.25		Transfer Between Funds
Utility Operations	Transfer out to 144: Reimbursement of labor for Financial Plan close outs		12,213.25	Transfer Between Funds
General	Transfer in from 380: Reimbursement of labor for Financial Plan close outs	22,958.22		Transfer Between Funds
Parks Capital	Transfer out to 011: Reimbursement of labor for Financial Plan close outs		22,958.22	Transfer Between Funds

**TOTAL AMENDMENTS \$ 8,885,558.72 \$ 9,725,408.22**



ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, ADOPTING MID-BIENNIAL MODIFICATIONS TO THE 2025-2026 BUDGET; PROVIDING FOR TRANSMITTAL OF THE MODIFIED BUDGET TO THE STATE; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION.**

WHEREAS, on November 25, 2024, by Ordinance No. 3471, the City Council adopted a biennial budget for the years 2025-2026 as shown in **Exhibit A.1**; and

WHEREAS, the proposed modifications to the General Fund are revenues and expenses that could not have been fully anticipated at the time the 2025-2026 Budget was adopted; and

WHEREAS, the proposed modifications to Funds other than the General Fund improve the accuracy of fiscal records and/or address equipment and capital infrastructure critical to City projects and services; and

WHEREAS, the creation and establishment of a new fund titled Tax Increment District is necessary to properly account for revenues associated with this restricted funding; and

WHEREAS, following public notice as prescribed by law, the City Council conducted a public hearing on November 10, 2025 to receive citizen input on the budget amendments identified herein and all persons wishing to be heard were heard; and

WHEREAS, the City Council has carefully considered the proposed budget amendments and finds that amendments authorized by this Ordinance are consistent with applicable laws and financial policies:

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

**Section 1. Mid-Biennial Modification of the 2025-2026 Budget.** Revenues and expenditures for operation of the various departments and funds of the City of Lynnwood for the fiscal years ending December 31, 2025 and 2026, are hereby modified and amended as shown in **Exhibit A.2** attached hereto and incorporated herein.

34 Section 2. Transmittal. A complete copy of this ordinance shall be transmitted to the Washington  
35 State Auditor's Office and to the Association of Washington Cities.

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

40  
41 Section 4. Effective Date and Summary Publication. This ordinance or a summary thereof  
42 consisting of the title shall be published in the official newspaper of the City, and shall take effect  
43 and be in full force five (5) days after publication.

44  
45  
46 PASSED BY THE CITY COUNCIL, the 24<sup>th</sup> day of November, 2025.

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48 APPROVED:

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52 \_\_\_\_\_  
53 Christine Frizzell, Mayor

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56 ATTEST/AUTHENTICATED:

57 APPROVED AS TO FORM:

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59  
60 \_\_\_\_\_  
61 Luke Lonie, City Clerk

62 \_\_\_\_\_  
Lisa Marshall, City Attorney

**EXHIBIT A.1  
2025-2026 BUDGET SUMMARY BY FUND, ADOPTED BY ORDINANCE 3471**

<b>Fund</b>	<b>Beginning Fund Balance</b>	<b>Revenues &amp; Other Sources</b>	<b>Total Beginning Fund Balance &amp; Other Sources</b>	<b>Expenditures &amp; Other Uses</b>	<b>Ending Fund Balance</b>	<b>Total Expenditures &amp; Ending Fund Balance</b>
<b>General Fund</b>						
011 General Fund	\$ 13,084,031	\$ 155,077,800	\$ 168,161,831	\$ 158,066,798	\$ 10,095,033	\$ 168,161,831
<b>Total General Fund</b>	<b>\$ 13,084,031</b>	<b>\$ 155,077,800</b>	<b>\$ 168,161,831</b>	<b>\$ 158,066,798</b>	<b>\$ 10,095,033</b>	<b>\$ 168,161,831</b>
<b>Other General Government</b>						
020 Econ Dev Infrastructure	2,300,000	-	2,300,000	2,300,000	-	2,300,000
098 Revenue Stabilization	6,000,000	-	6,000,000	-	6,000,000	6,000,000
101 Lodging Tax	736,862	1,730,800	2,467,662	1,902,404	565,258	2,467,662
104 Drug Enforcement	254,301	40,000	294,301	180,000	114,301	294,301
105 Criminal Justice	2,589,730	3,205,334	5,795,064	2,972,834	2,822,230	5,795,064
110 Transportation Impact Fee	1,730,851	1,500,000	3,230,851	2,730,000	500,851	3,230,851
111 Street Operating	83	6,930,600	6,930,683	6,807,392	123,291	6,930,683
114 Cumulative Park Reserve	106,983	20,000	126,983	20,000	106,983	126,983
116 Cumulative Art Reserve	257,302	-	257,302	228,000	29,302	257,302
121 Tree Reserve	301,840	30,000	331,840	70,000	261,840	331,840
131 American Rescue Plan Act	-	522,000	522,000	522,000	-	522,000
144 Waste Reduction	97,297	89,462	186,759	89,462	97,297	186,759
146 Affordable Housing	906,311	400,000	1,306,311	-	1,306,311	1,306,311
147 Opioid Settlement	1,149,686	400,000	1,549,686	400,000	1,149,686	1,549,686
150 Transportation Benefit District	2,748,681	8,400,000	11,148,681	10,000,000	1,148,681	11,148,681
180 Park Impact Fee	2,520,456	3,505,000	6,025,456	5,985,710	39,746	6,025,456
<b>Total Other General Government Funds</b>	<b>\$ 21,700,383</b>	<b>\$ 26,773,196</b>	<b>\$ 48,473,579</b>	<b>\$ 34,207,802</b>	<b>\$ 14,265,777</b>	<b>\$ 48,473,579</b>
<b>Debt Service</b>						
203 General Govt Debt Service	23	7,567,350	7,567,373	7,567,350	23	7,567,373
223 Rec Center Debt Service	1,046	3,165,000	3,166,046	3,166,000	46	3,166,046
<b>Total Debt Service Funds</b>	<b>\$ 1,069</b>	<b>\$ 10,732,350</b>	<b>\$ 10,733,419</b>	<b>\$ 10,733,350</b>	<b>\$ 69</b>	<b>\$ 10,733,419</b>
<b>Capital Funds</b>						
330 REET 2	880,442	1,840,000	2,720,442	2,720,000	442	2,720,442
331 REET 1	1,793,392	1,840,000	3,633,392	3,600,000	33,392	3,633,392
333 Capital Development	303,250	-	303,250	303,250	-	303,250
357 Other Government Capital	436,704	50,000	486,704	465,000	21,704	486,704
360 Transportation Capital	30,193	36,393,628	36,423,821	36,423,628	193	36,423,821
370 Facilities Capital	614,050	1,560,000	2,174,050	2,174,050	-	2,174,050
380 Parks & Recreation Capital	1,199,424	19,055,316	20,254,740	20,048,600	206,140	20,254,740
390 Public Safety Capital	7,442,821	3,250,000	10,692,821	9,425,000	1,267,821	10,692,821
<b>Total Capital Funds</b>	<b>\$ 12,700,276</b>	<b>\$ 63,988,944</b>	<b>\$ 76,689,220</b>	<b>\$ 75,159,528</b>	<b>\$ 1,529,692</b>	<b>\$ 76,689,220</b>
<b>Enterprise Funds</b>						
411 Utility Operations	17,166,242	79,040,000	96,206,242	89,522,165	6,684,077	96,206,242
412 Utility Capital	6,666,163	39,235,000	45,901,163	39,835,000	6,066,163	45,901,163
460 Golf Course	623,766	3,845,400	4,469,166	4,120,400	348,766	4,469,166
<b>Total Enterprise Funds</b>	<b>\$ 24,456,171</b>	<b>\$ 122,120,400</b>	<b>\$ 146,576,571</b>	<b>\$ 133,477,565</b>	<b>\$ 13,099,006</b>	<b>\$ 146,576,571</b>
<b>Internal Service Funds</b>						
510 Equipment Rental Reserve	4,917,173	7,133,300	12,050,473	1,901,600	10,148,873	12,050,473
511 Equipment Rental Oper	740,254	6,171,800	6,912,054	6,011,922	900,132	6,912,054
513 Lynnwood Shop Operations	51,985	596,300	648,285	627,370	20,915	648,285
515 Self Insurance	131,296	-	131,296	120,000	11,296	131,296
520 Technology Reserve	194,807	332,282	527,089	520,000	7,089	527,089
<b>Total Internal Service Funds</b>	<b>\$ 6,035,515</b>	<b>\$ 14,233,682</b>	<b>\$ 20,269,197</b>	<b>\$ 9,180,892</b>	<b>\$ 11,088,305</b>	<b>\$ 20,269,197</b>
<b>Total 2025 - 2026 Budget</b>	<b>\$ 77,977,445</b>	<b>\$ 392,926,372</b>	<b>\$ 470,903,817</b>	<b>\$ 420,825,935</b>	<b>\$ 50,077,882</b>	<b>\$ 470,903,817</b>

**EXHIBIT A.2**

**2025-2026 BUDGET SUMMARY BY FUND, AMENDED BY CURRENT ORDINANCE**

Fund	Beginning Fund Balance*	Revenues & Other Sources	Total Beginning Fund Balance & Other Sources	Expenditures & Other Uses	Ending Fund Balance	Total Expenditures & Ending Fund Balance
<b>General Fund</b>						
011 General Fund	\$ 8,799,275	\$ 158,540,737	\$ 167,340,012	\$ 157,176,683	\$ 10,163,329	\$ 167,340,012
<b>Total General Fund</b>	\$ 8,799,275	\$ 158,540,737	\$ 167,340,012	\$ 157,176,683	\$ 10,163,329	\$ 167,340,012
<b>Other General Government</b>						
020 Econ Dev Infrastructure	2,756,568	-	2,756,568	2,756,568	-	2,756,568
098 Revenue Stabilization	6,000,000	-	6,000,000	-	6,000,000	6,000,000
101 Lodging Tax	1,128,391	1,730,800	2,859,191	1,912,404	946,787	2,859,191
104 Drug Enforcement	243,370	40,000	283,370	180,000	103,370	283,370
105 Criminal Justice	2,914,715	7,225,118	10,139,833	7,772,928	2,366,905	10,139,833
110 Transportation Impact Fee	1,710,973	1,500,000	3,210,973	2,730,000	480,973	3,210,973
111 Street Operating	263,283	7,591,431	7,854,714	6,807,392	1,047,322	7,854,714
114 Cumulative Park Reserve	143,986	20,000	163,986	20,000	143,986	163,986
116 Cumulative Art Reserve	306,015	-	306,015	228,000	78,015	306,015
121 Tree Reserve	295,468	30,000	325,468	70,000	255,468	325,468
131 American Rescue Plan Act	-	522,000	522,000	522,000	-	522,000
144 Waste Reduction	107,849	101,675	209,524	91,915	117,609	209,524
146 Affordable Housing	895,949	400,000	1,295,949	-	1,295,949	1,295,949
147 Opioid Settlement	1,149,940	400,000	1,549,940	967,331	582,609	1,549,940
150 Transportation Benefit District	2,370,006	8,400,000	10,770,006	10,300,000	470,006	10,770,006
180 Park Impact Fee	4,375,552	3,505,000	7,880,552	5,985,710	1,894,842	7,880,552
<b>Total Other General Government Funds</b>	\$ 24,662,065	\$ 31,466,024	\$ 56,128,089	\$ 40,344,248	\$ 15,783,841	\$ 56,128,089
<b>Debt Service</b>						
203 General Govt Debt Service	23	7,567,350	7,567,373	7,567,350	23	7,567,373
223 Rec Center Debt Service	3,196	3,165,000	3,168,196	3,166,000	2,196	3,168,196
<b>Total Debt Service Funds</b>	\$ 3,219	\$ 10,732,350	\$ 10,735,569	\$ 10,733,350	\$ 2,219	\$ 10,735,569
<b>Capital Funds</b>						
330 REET 2	392,626	1,840,000	2,232,626	2,232,626	-	2,232,626
331 REET 1	2,877,963	1,840,000	4,717,963	3,600,000	1,117,963	4,717,963
333 Capital Development	330,973	-	330,973	303,250	27,723	330,973
357 Other Government Capital	275,897	205,000	480,897	479,442	1,455	480,897
360 Transportation Capital	8,363,006	36,474,804	44,837,810	37,647,849	7,189,961	44,837,810
370 Facilities Capital	661,716	1,910,000	2,571,716	2,524,050	47,666	2,571,716
380 Parks & Recreation Capital	2,442,831	19,055,316	21,498,147	20,321,558	1,176,589	21,498,147
390 Public Safety Capital	6,070,155	3,250,000	9,320,155	9,320,155	-	9,320,155
<b>Total Capital Funds</b>	\$ 21,415,167	\$ 64,575,120	\$ 85,990,287	\$ 76,428,930	\$ 9,561,357	\$ 85,990,287
<b>Enterprise Funds</b>						
411 Utility Operations	41,098,422	79,043,769	120,142,191	90,744,338	29,397,853	120,142,191
412 Utility Capital	4,690,666	39,235,000	43,925,666	40,380,892	3,544,774	43,925,666
460 Golf Course	924,462	3,845,400	4,769,862	4,120,400	649,462	4,769,862
<b>Total Enterprise Funds</b>	\$ 46,713,550	\$ 122,124,169	\$ 168,837,719	\$ 135,245,630	\$ 33,592,089	\$ 168,837,719
<b>Internal Service Funds</b>						
510 Equipment Rental Reserve	5,493,870	6,098,800	11,592,670	1,901,600	9,691,070	11,592,670
511 Equipment Rental Oper	574,634	6,171,800	6,746,434	6,011,922	734,512	6,746,434
513 Lynnwood Shop Operations	13,921	596,300	610,221	610,221	-	610,221
515 Self Insurance	136,293	-	136,293	120,000	16,293	136,293
520 Technology Reserve	268,961	1,731,041	2,000,002	1,918,759	81,243	2,000,002
<b>Total Internal Service Funds</b>	\$ 6,487,679	\$ 14,597,941	\$ 21,085,620	\$ 10,562,502	\$ 10,523,118	\$ 21,085,620
<b>Total 2025 - 2026 Budget</b>	\$ 108,080,955	\$ 402,036,341	\$ 510,117,296	\$ 430,491,343	\$ 79,625,953	\$ 510,117,296

**CITY COUNCIL 6.B**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

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**TITLE:** Ordinance: 2026 Property Tax Levy

**DEPARTMENT CONTACT:** Michelle Meyer, Finance

**SUMMARY:**

2026 Property Tax Levy Ordinance Review

**PRESENTER:**

Michelle Meyer, Finance Director

**ESTIMATED TIME:**

30

**BACKGROUND:**

Washington state law requires cities that impose a property tax to certify their levy for the upcoming year by the end of November. A public hearing is required and was held on November 10th. The City of Lynnwood has one property tax levy that goes into the General Fund. The attached draft ordinance reflects the maximum amount that the City can levy for 2026; the amount can be set at any amount prior to adoption.

**SUGGESTED ACTION:**

Review Ordinance for 2026 property tax levy.

**PREVIOUS COUNCIL ACTIONS:**

January 27, 2025: Adoption of Resolution setting the mid-biennial budget review calendar  
November 3, 2025: City Council Work Session Review  
November 10, 2025: Public Hearing

**FUNDING:**

The City collects one regular property tax levy for general operations. The 2025-2026 Budget includes a general operating property tax levy of \$7.2 million for 2025. The City has approximately \$3.85 million in banked capacity remaining that could be levied.

**DEPARTMENT ATTACHMENTS**

Description:

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[City of Lynnwood Ordinance Property Tax Levy for 2026.pdf](#)





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**ORDINANCE NO. xxxx**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, RELATING TO AD VALOREM TAX LEVY FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2026, SETTING AN ESTIMATED REGULAR PROPERTY TAX LEVY OF \$11,052,518; PROVIDING FOR CERTIFICATION AND TRANSMITTAL TO SNOHOMISH COUNTY; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION.**

---

WHEREAS, for the fiscal year beginning January 1, 2025, the City of Lynnwood assessed a regular property tax levy of \$7,200,001; and

WHEREAS, the population of the City of Lynnwood is more than 10,000; and

WHEREAS, following public notice in accordance with applicable law, the City Council conducted a public hearing on November 10, 2025, to receive citizen input on the proposed regular property tax levy for the year commencing January 1, 2026; and

WHEREAS, the City Council hereby determines that it is in the interest of the City to levy the highest lawful levy to fund municipal services;

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

Section 1: Regular Property Tax. That an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2026 tax year. The dollar amount of increase over the actual levy amount from the previous year shall be \$3,852,517 which is a percentage increase of 53.51 percent (53.51%) from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, increment value, any annexations that have occurred and refunds.

Section 2: Certification. The Finance Director is hereby directed to certify to the County Assessor of the Snohomish County, Washington, a copy of this ordinance in order that the same is

41 extended upon the general assessment roll of said County, in the same manner and at the same  
42 time as the levy of the State and County taxes is extended.

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

48  
49 Section 4: Effective Date. This ordinance or an approved summary thereof consisting of its title  
50 shall be published in the City’s official newspaper of record and shall take effect and be in  
51 full force five days following its publication.

52  
53 PASSED BY THE CITY COUNCIL, the 24<sup>th</sup> day of November 2025.

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APPROVED:

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Christine Frizzell, Mayor

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ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

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\_\_\_\_\_  
Luke Lonie, City Clerk

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Lisa Marshall, City Attorney

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**CITY COUNCIL 6.C**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

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**TITLE: Follow-Up Information: 2025-2026 Budget**

**DEPARTMENT CONTACT: Michelle Meyer, Finance**

**SUMMARY:**

Continued discussion on the 2025-2026 budget

**PRESENTER:**

Michelle Meyer, Finance Director

**ESTIMATED TIME:**

20

**BACKGROUND:**

Staff will provide an updated overview of potential revenue sources.

**SUGGESTED ACTION:**

Discuss status of the 2025-2026 City budget and review revenues

**PREVIOUS COUNCIL ACTIONS:**

2025-2026 Budget review Revenue options November 3, 2025 Work Session  
2025-2026 Budget review Revenue options October 20, 2025 Work Session  
2025-2026 Budget review Public Works October 6, 2025 Work Session  
2025-2026 Budget review Police and DBS September 29, 2025 Special Work Session  
2025-2026 Budget review Revenues and PRCA September 17, 2025 Work Session  
2025-2026 Budget review September 15, 2025 Work Session  
2025-2026 Budget review August 13, 2025 Special Meeting  
2025-2026 Budget review July 28, 2025 Business Meeting  
Q2 2025 report review July 23, 2025 Finance Committee meeting  
Q2 2025 report review July 21, 2025 Work Session  
Q1 2025 report FYI memo June 16, 2025 Work Session packet  
Q1 2025 report review May 28, 2025 Finance Committee meeting  
Q4 2024 report FYI memo May 5, 2025 Work Session packet  
Q4 2024 report review April 23, 2025 Finance Committee meeting

**DEPARTMENT ATTACHMENTS**

Description:

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[11.17.25 Budget Management Revenue Update PPT.pdf](#)

[Ordinance XX LMC 3.41 updates to certain utility tax rates.pdf](#)



**LYNNWOOD**  
WASHINGTON

***2025-2026 Budget Update***  
***2026 General Fund Revenue Options***

November 17, 2025

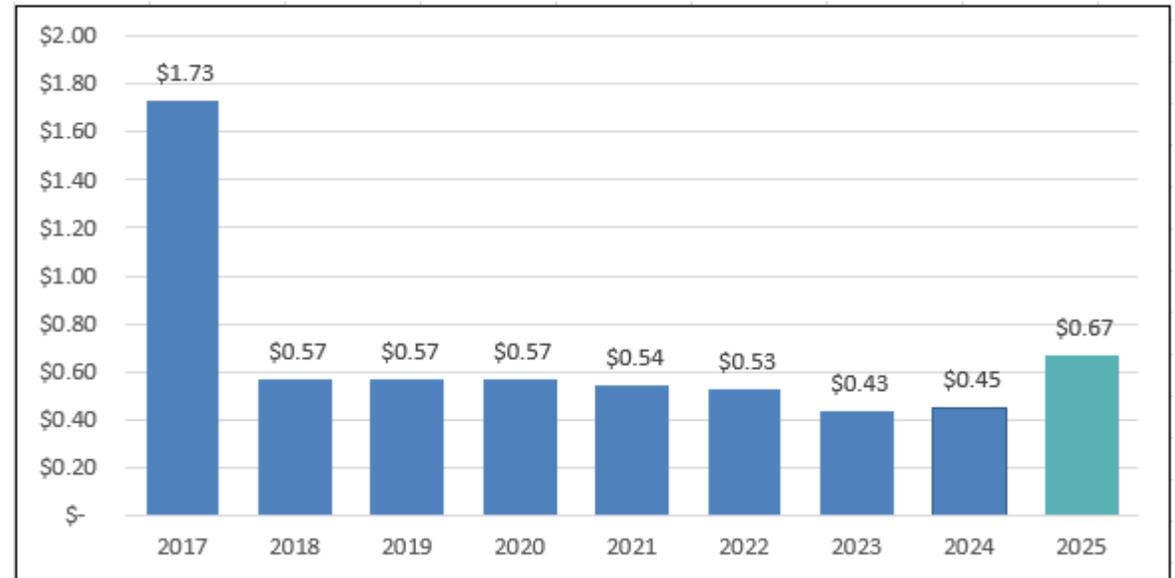
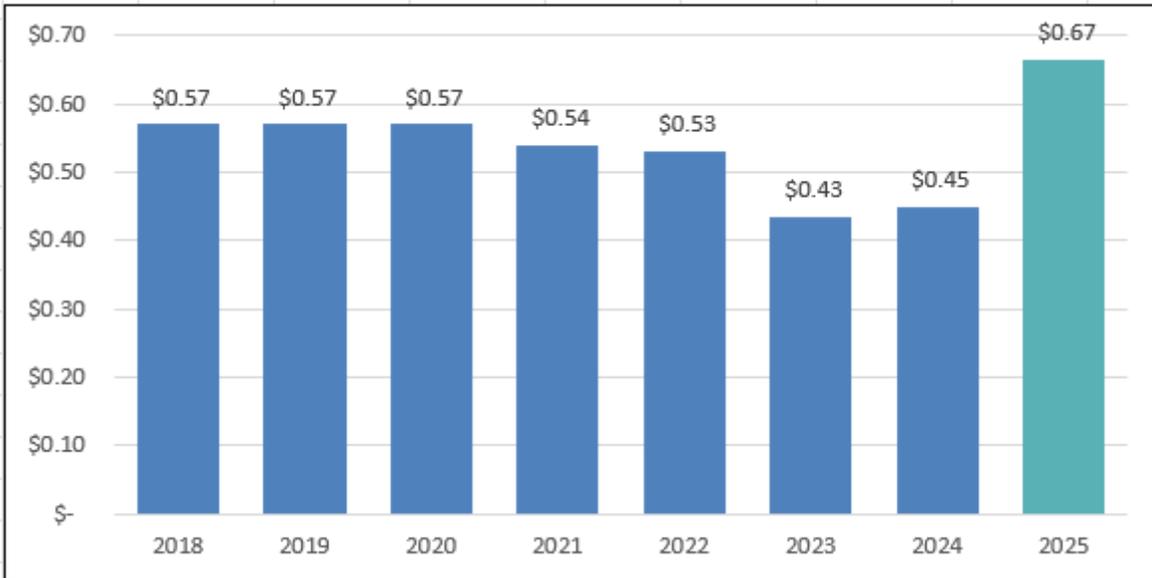
# General Fund Revenues

DESCRIPTION	2023 ACTUAL	2024 ACTUAL	2025 ESTIMATED	2026 ESTIMATED
<b>OPERATING REVENUE</b>				
Property Tax	4,498,921	4,694,966	7,200,000	7,900,000
Sales Tax	30,180,485	28,743,798	28,744,000	28,744,000
Utility Tax	6,494,584	6,858,009	6,872,500	7,160,600
Admissions Tax	612,215	555,648	600,000	600,000
Other Taxes	384,419	511,264	386,000	391,000
Licenses & Fees	2,396,725	2,441,654	2,396,700	2,725,300
Development Services Charges	2,388,055	2,517,428	2,517,000	2,517,000
Recreation Charges	3,622,837	4,089,815	4,200,000	4,200,000
Charges for Services	28,254	112,746	231,500	1,632,400
Fines & Forfeitures	4,222,013	5,732,366	6,020,500	6,070,500
Franchise Fees	406,612	362,530	350,000	340,000
Intergovernmental Revenue	1,588,587	1,771,621	2,064,200	1,029,600
Interest	416,158	232,830	200,000	180,000
<b>Total Operating Revenue</b>	<b>\$ 57,239,865</b>	<b>\$ 58,624,675</b>	<b>\$ 61,782,400</b>	<b>\$ 63,490,400</b>
<b>OTHER FINANCING SOURCES</b>				
Other Non Operating Revenue	3,452,691	3,257,993	3,581,700	3,751,700
Transfers-in	17,033	314,729	2,077,670	-
<b>Total Other Financing Sources</b>	<b>\$ 3,469,724</b>	<b>\$ 3,572,722</b>	<b>\$ 5,659,370</b>	<b>\$ 3,751,700</b>
<b>TOTAL OPERATING REVENUE &amp; OTHER SOURCES</b>	<b>\$ 60,709,589</b>	<b>\$ 62,197,397</b>	<b>\$ 67,441,770</b>	<b>\$ 67,242,100</b>

See Adopted Budget Pg. 28 (Red categories/numbers have been updated from budgeted amounts)

# 2026 General Fund Revenue Option: Property Tax

*Current rate \$.67, Levy of \$7.2 Million  
\$424 annually, \$35 monthly for average home*



**Maximum Estimated Lawful Levy of \$11.05 Million for 2026**

**Banked Capacity of \$3.85 Million**

**Maximum Levy estimated at \$633 annually, \$53 monthly for avg. home**

**Would be an increase of \$209 annually, \$17 monthly for avg. home**

See Adopted Budget Pg. 27

# 2026 General Fund Revenue Option: Utility Tax

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## *Utility Tax: On external and City utilities (LMC 3.41)*

- *Currently at 6% for all Utilities*

## *Ability to increase rate on Water, Sewer, Surface Water and Solid Waste*

- *Each 1% increase in Water, Sewer, Surface Water would increase revenue by \$475,000 annually*



# Utility Tax Comparison

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	<i>Water</i>	<i>Sewer</i>	<i>Surface Water</i>	<i>Solid Waste</i>
<i>City of Kirkland</i>	<b>13.38%</b>	<b>10.50%</b>	<b>7.50%</b>	<b>10.50%</b>
<i>City of Marysville</i>	<b>13.00%</b>	<b>13.00%</b>	<b>13.00%</b>	<b>10.00%</b>
<i>City of Seattle</i>	<b>15.54%</b>	<b>11.50%</b>	<b>Fees, no tax</b>	<b>Fees, no tax</b>
<i>City of Edmonds</i>	<b>10.00%</b>	<b>10.00%</b>	<b>10.00%</b>	<b>6.00%</b>
<i>City of Lake Forest Park</i>		<b>10.00%</b>	<b>10.00%</b>	<b>10.00%</b>
<i>Average</i>	<b>12.98%</b>	<b>11.00%</b>	<b>10.13%</b>	<b>9.13%</b>
<i>City of Lynnwood</i>	<b>6.00%</b>	<b>6.00%</b>	<b>6.00%</b>	<b>6.00%</b>

*City of Lynnwood rates unchanged since 2014 (for 2015)*



# Utility Tax Impacts

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<i>Avg. Home Monthly</i>	<i>2026</i>	<i>Each 1%</i>	<i>4%</i>
<i>Water</i>	<i>\$2.06</i>	<i>\$0.34</i>	<i>\$1.37</i>
<i>Sewer</i>	<i>\$6.64</i>	<i>\$1.11</i>	<i>\$4.42</i>
<i>Surface Water</i>	<i>\$0.97</i>	<i>\$0.17</i>	<i>\$0.68</i>
<i>Total</i>	<i>\$9.71</i>	<i>\$1.62</i>	<i>\$6.47</i>
<i>Solid Waste (est.)</i>	<i>\$1.63</i>	<i>\$0.27</i>	<i>\$1.08</i>



# 2026 General Fund Revenue Option: Business Licenses & Fees, Development Service Charges

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## *Business License Fees*

- *Base Fees*
  - *Potential increase of \$50,000-\$150,000*
- *FTE Fees*
  - *Potential increase of \$200,000-\$600,000*

## *Development Service Charges*

- *Permitting*
  - *Potential increase of \$250,000-\$750,000*

*Ability to increase through Council Ordinance*

*Lynnwood does not currently have a B&O tax in place*

# 2026 General Fund Revenue Option: Recreation Fees

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## *Recreation Charges*

- *Programmatic fees*
  - *Potential increase of \$200,000*

# 2026 Other Fund Revenue: Impact on General Fund

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## *General Fund Supports other Funds:*

### *Transfer to Street Operations Fund*

- *\$3.25 Million Total Biennial Budget*
- *Increase in Revenues for Streets could reduce General Fund amount*
- *TBD increase of \$10 estimated to generate \$300,000 annual*
- *Notification requirement timing would limit revenue for 2026 to \$200,000 estimated*



# 2026 General Fund Revenue Options Summary

Revenue source	Description	Potential Revenue	Notification Period / Implementation Delay
Regular Property Tax Levy	Levied annually through Ordinance. Levy banked capacity of \$3.8 M	\$3,852,517	Adopt levy each November for 1/1 effective date in next year
Utility Taxes on Certain Utilities	LMC Updated by Ordinance. Currently 6%. Each 1% generates \$475K per year	\$1,900,000	60 day notification period
Business License Base Fees	LMC Updated by Ordinance \$50,000-\$150,000 potential increase estimated	\$150,000	75 day notification to BLS required for any changes
Business License FTE fees	LMC Updated by Ordinance \$200,000-\$600,000 potential increase estimated	\$600,000	75 day notification to BLS required for any changes
Development Permit Fees	LMC Section Updated by Ordinance \$250,000-\$750,000 potential increase estimated	\$750,000	
Recreation Center Fees	Programmatic fee updates	\$200,000	
Transportation Benefit District Fees	Vehicle Tab Fees increase from \$40 to \$50 will bring in \$300K per year	\$200,000	Publish by 4/1/26 of notice to enact in 2026, 90 day petition period.

# Next Steps

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- *11/19/25 Work Session: Review DBS Fees*
- *11/24/25 Business Meeting: Adopt Ordinances for Budget Amendments, Property Tax and LMC updates*



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, AMENDING SECTIONS 3.41.030(E), 3.41.130(H), AND 3.41.130(I) OF THE LYNNWOOD MUNICIPAL CODE TO UPDATE THE RATE FOR CERTAIN TAXES AND PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION**

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WHEREAS, the City of Lynnwood sets the rates for various utility taxes in accordance with state law through Lynnwood Municipal Code section 3.41.030 for Utility Tax; and

WHEREAS, in accordance with state law, the rates for solid waste collection, sewerage operation including surface water, and water distribution operation may be increased above six percent by a city council; and

WHEREAS, these rates were late updated for 2015 and a review of nearby municipalities reflects that the average rate being charged is over ten percent; and

WHEREAS, the revenues derived from these fees will go into the General Fund to support critical public services;

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 increase the rate for certain utility tax payments from six percent to ten percent.

Section 2: Amendments.

Section 3.41.030 Businesses subject to tax is hereby amended to read:

**3.41.030 Businesses subject to tax.**

There is hereby levied upon all persons engaged in business activities taxable under this chapter a tax in the amounts to be determined by the application of the respective rates against gross income of such taxpayer. Taxpayers engaged in or carrying on the business shall be charged with

40 collection of the tax as a condition of doing business, and the tax shall be levied thereafter upon  
41 their subscribers at the rate set forth below.

42  
43 A. Upon every person engaged in or carrying on a telephone business, as defined in RCW  
44 [82.04.065](#), as said statute presently exists or is hereafter amended, a tax equal to six percent of  
45 the total gross income, including revenues for intrastate toll, derived from the operation of such  
46 business within the city. To the extent permitted by applicable federal and Washington State law,  
47 any telecommunications services provided by a cable operator (as defined in [47 U.S.C. Section](#)  
48 [522\(5\)](#)) or other persons over cable television facilities owned or controlled by a cable operator  
49 shall be taxable hereunder.

50  
51 B. Upon every person engaged in or carrying on the sale of cellular telephone service, a tax equal  
52 to six percent of the total gross income derived from the operation of such business within the  
53 city.

54  
55 C. Upon every person engaged in the business of operating or providing pager service, a tax  
56 equal to six percent of the total gross income derived from the operation of such business within  
57 the city.

58  
59 D. Upon every person engaged in or carrying on the business of cable television service, a tax  
60 equal to six percent of the total gross income derived from the operation of such business within  
61 the city.

62  
63 E. Upon every person engaged in or carrying on the business of solid waste collection, a tax  
64 equal to ~~six ten~~ percent of the total gross income derived from the operation of such business  
65 within the city.

66  
67 F. Upon every person engaged in or carrying on the business of electricity service, a tax equal to  
68 six percent of the total gross income derived from the operation of such business within the city.

69  
70 G. Upon every person engaged in or carrying on the business of gas distribution, a tax equal to  
71 six percent of the total gross income derived from the operation of such business within the city.

72  
73 H. Commencing on January 1, 2015, upon every person engaged in or carrying on the business  
74 of sewerage operation (which includes surface water drains and outfalls), a tax equal to ~~six ten~~  
75 percent of the total gross income derived from the operation of such business within the city.

76  
77 I. Commencing on January 1, 2015, upon every person engaged in or carrying on the business  
78 of water distribution operation, a tax equal to ~~six ten~~ percent of the total gross income derived  
79 from the operation of such business within the city.

80  
81 Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should  
82 be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or

83 unconstitutional shall not affect the validity or constitutionality of any other section, sentence,  
84 clause or phrase or word of this ordinance.

85  
86 Section 4. Effective Date: This ordinance or an approved summary thereof consisting of its  
87 title shall be published in the City’s official newspaper of record and shall take effect and  
88 be in full force five days following its publication.

89  
90 PASSED BY THE CITY COUNCIL THIS 24th day of November, 2025.

91  
92  
93 APPROVED:

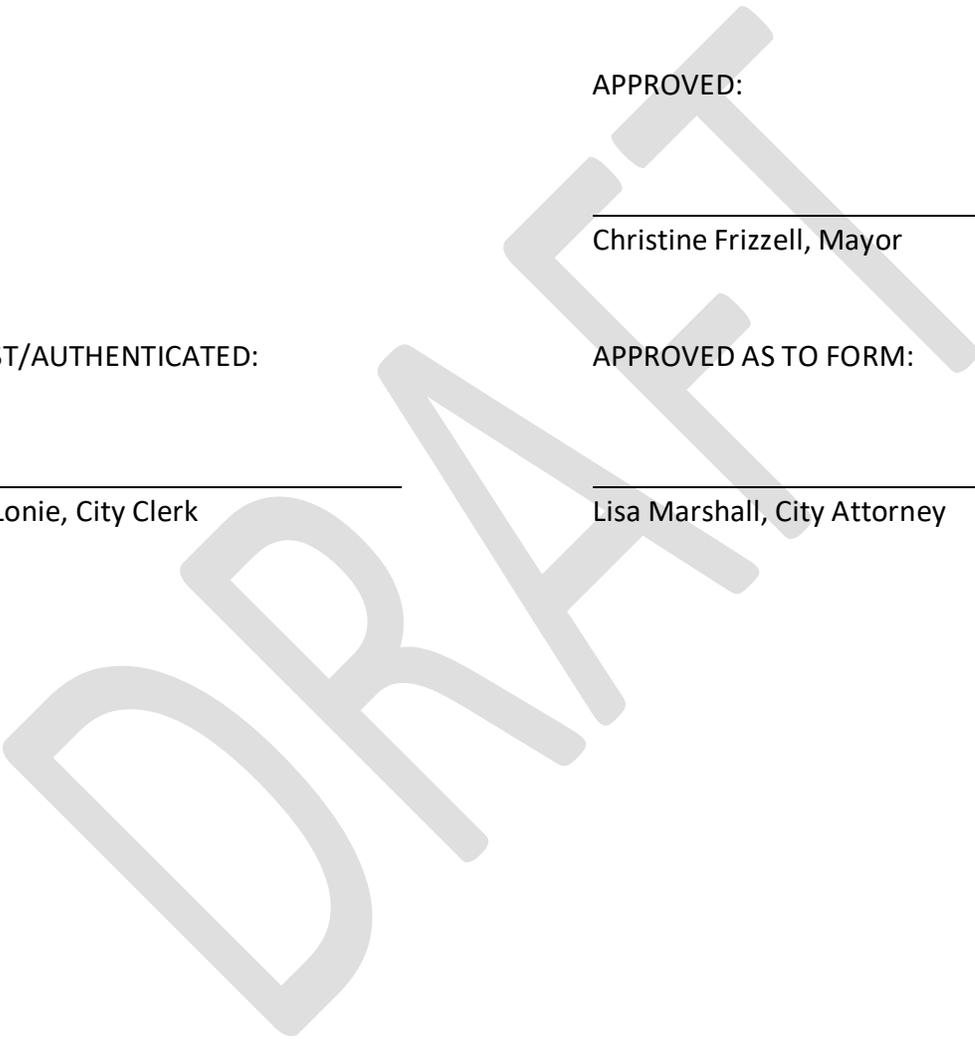
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96 \_\_\_\_\_  
97 Christine Frizzell, Mayor

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99  
100 ATTEST/AUTHENTICATED:

101 APPROVED AS TO FORM:

102  
103 \_\_\_\_\_  
104 Luke Lonie, City Clerk

105 \_\_\_\_\_  
Lisa Marshall, City Attorney



**CITY COUNCIL 6.D**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

---

**TITLE:** Discussion of LMC Title 6 Concerning Dangerous Animal Ordinance

**DEPARTMENT CONTACT:** Cole Langdon, Police

**SUMMARY:**

Discussion of Ordinance and Its Sufficiency in Supporting a Functional and Enforceable Process for Addressing Dangerous Animals in Our Community

**PRESENTER:**

Cole Langdon, Chief of Police Justin Gann, Commander of Special Services

**ESTIMATED TIME:**

30

**BACKGROUND:**

Council President Coelho requested an analysis of Lynnwood Municipal Code (LMC) Title 6, which outlines the City's regulations concerning animals. The specific focus of the request was an evaluation of the adequacy and sufficiency of those sections pertaining to dangerous and potentially dangerous animals, particularly in the context of public safety.

**SUGGESTED ACTION:**

Review and Discussion of Current Ordinance for Sufficiency in Meeting Public Safety Needs

**PREVIOUS COUNCIL ACTIONS:**

Prior amendments have been performed periodically throughout the ordinance's existence.

**FUNDING:**

NA

**DEPARTMENT ATTACHMENTS**

Description:

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[Dangerous Dog Ordinance Memo Final .pdf](#)

[Dangerous Animal Ordinance Presentation.pdf](#)



**To:** Lynnwood City Council

**From:** Chief Cole Langdon

**Date:** 7/30/2025

**Re:** Lynnwood Municipal Code Title 6 General Regulations of Animals Recommendations

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**Background:** Council President Coelho requested an analysis of Lynnwood Municipal Code (LMC) Title 6, which outlines the City's regulations concerning animals. The specific focus of the request was an evaluation of the adequacy and sufficiency of those sections pertaining to dangerous and potentially dangerous animals, particularly in the context of public safety.

**Analysis:** Title 6 of the LMC provides a clear and structured legal framework for addressing animals that may pose a threat to public safety. The code equips Lynnwood's Animal Control Authority with sufficient tools to manage these risks, including investigatory procedures, enforcement powers, and defined rights of appeal.

While the current code is largely effective, there are several areas where minor clarifications or language adjustments could improve readability and enforceability. Nevertheless, the existing provisions support a functional and enforceable process for responding to incidents involving aggressive or dangerous animals in the community.

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## Summary of LMC 6.02.023

LMC 6.02.023 provides the City's animal control authority the authority to declare an animal to be potentially dangerous, and place restrictions on such animal if the animal control authority determines the animal meets the definition of LMC 6.02.015(N) which reads:

*Any animal that when unprovoked:*

- 1. Inflicts bites on a human or domestic animal either on public or private property; or*
- 2. Chases or approaches a person on the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, or any animal with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or otherwise to threaten the safety of humans or domestic animals.*



### Exclusions from Declaration

Animals are excluded from being declared potentially dangerous if the threat or bite occurred when the person injured was:

- Trespassing or committing a tort on the property,
- Abusing, tormenting, or assaulting the animal (currently or in the past),
- Committing or attempting to commit a crime.

### Investigation and Notice of Declaration

Upon receiving a report, the City's animal control authority must:

- Investigate (interview witnesses, observe the animal),
- If warranted, issue a written declaration of the animal being potentially dangerous to the owner.

The declaration must include:

- Description of the animal and license info,
- Owner's identity (if known),
- Animal's current location,
- Factual summary of the basis for the declaration,
- Any restrictions placed on the animal or owner,
- Instructions for appeal under LMC 6.02.145.

### Appeal Rights

The declaration is final unless the owner appeals in accordance with the city's administrative appeal procedures.

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## Summary of LMC 6.02.024

This section outlines the process and requirements for declaring an animal as dangerous. An animal is declared dangerous if it meets the following criteria in LMC 6.02.015(F) which reads:

*"Dangerous animal" means any animal that according to the records of the appropriate authority has:*

- 1. Inflicted severe injury on a human being without provocation on public or private property; or*
- 2. Killed a domestic animal without provocation while off the owner's property; or*
- 3. Been previously found to be potentially dangerous because of injury inflicted on a human, the owner having received notice of such, and the animal again aggressively bites, attacks or endangers the safety of humans.*



## **Exclusions from Declaration**

Animals cannot be declared dangerous if the incident involved:

- A person provoking the animal,
- Someone previously known to have provoked the animal, or
- A person committing or attempting to commit a crime at the time.

## **Investigation and Notice of Intent to Declare Dangerous**

Upon receiving a report, the City's animal control authority will:

- Investigate (interview witnesses, observe the animal),
- If warranted, prepare a notice of intent to declare the animal as dangerous

Before issuing a final declaration, notice must be served to the animal's owner either:

- In person, or
- By regular and certified mail (return receipt).

The notice must include:

1. Owner and animal information,
2. Legal and factual basis for the proposed action,
3. Reference to state registration and control requirements (RCW 16.08.080(6)),
4. An explanation of appeal rights,
5. A scheduled pre-declaration meeting (within 15 days of notice) where the owner may present evidence.

A dangerous animal declaration process is like the process for a potentially dangerous animal declaration except it affords the animal owner the ability to schedule a pre-declaration meeting prior to the City's animal control authority issuing its final determination.

## **Final Dangerous Declaration**

- After the meeting or if the owner does not attend, the animal control authority has 15 calendar days to issue a written final determination.
- The written order must include:
  - Owner and animal info,
  - Summary of evidence and legal justification,
  - Full list of legal controls that apply to dangerous animals (both local and under RCW 16.08),
  - Instructions for appeal within 10 calendar days,



- Copies of relevant code sections (LMC 6.02.025 and LMC 6.02.145),
- The signature of the authority.

### **Appeal Rights**

- The declaration becomes final unless the owner files a timely appeal to the Lynnwood hearing examiner under LMC 6.02.145.
- 

## **Summary of LMC 6.02.025**

This section establishes strict conditions for owning or keeping a dangerous animal in Lynnwood, once it has been officially declared dangerous. It outlines registration, confinement, insurance, behavioral control, enforcement actions, and penalties.

### **Key Provisions**

#### **A. Registration Requirements**

An owner must obtain a certificate of registration, issued only if the owner provides:

1. A secure enclosure and proper warning signage (including child-visible symbols).
2. A \$250,000 surety bond (Chapter 16.08 RCW).
3. A \$250,000 liability insurance policy covering damages or injuries caused by the animal.
4. Proof of microchipping with a scannable chip.
5. Consent for initial and follow-up inspections of the enclosure.

#### **B. Annual Registration Fee**

Owners must pay an annual registration fee, in addition to regular pet licensing.

#### **C. Restraint in Public**

When outside its enclosure, a dangerous animal must:

- Be on a leash (max 8 feet) controlled by a responsible adult,
- Be muzzled or otherwise restrained to prevent biting or clawing,
- Be immediately impounded if in violation.

#### **D. Attacks and Euthanasia Procedures**

- If a dangerous or potentially dangerous animal attacks, it may be quarantined and euthanized.
- If an animal causes severe injury or death, it may be released only if the owner complies with registration.
- In both cases, owners have a right to appeal (LMC 6.02.145), and euthanasia is stayed during the appeal.

#### **F. Compliance Timeline**

Owners must comply within 30 days of declaration unless granted an extension for good cause.



### **G. Confiscation and Euthanasia for Noncompliance**

Animals can be immediately confiscated if the owner fails to:

- Register the animal,
- Obtain required insurance,
- Maintain a proper enclosure,
- Keep the animal physically restrained in public.

If deficiencies are not corrected within 20 days, the animal may be humanely euthanized, with appeal rights available. Costs of confinement fall on the owner.

### **I. Criminal Penalty**

Violations are classified as a gross misdemeanor, punishable by:

- Up to 1 year in jail and/or
- Up to \$5,000 in fines.

### **J. Notification Requirements**

Owners must notify animal control immediately if:

- The animal is loose or has bitten/injured a person or another animal,
- The animal is given away, sold, moved, or dies.

If ownership changes:

- The new owner must be notified in writing of the animal's dangerous status,
- The former owner must provide animal control with a notarized acknowledgment from the new owner.

### **Conclusion**

LMC Title 6 provides Lynnwood with an adequate framework for identifying, managing, and controlling animals that pose a public safety risk. The code is substantively sound, though minor clarifications in language and procedural flow may be beneficial.

I recommend maintaining the existing structure of these provisions. I am prepared to bring forward the below suggested edits in proper format at a time in the future for clarification purposes.



## Suggested Edits

### LMC 6.02.015

R. "Severe injury" means any physical injury that results in broken bones or lacerations requiring multiple sutures or cosmetic ~~injury~~ surgery.

### LMC 6.02.015.F.3

Been previously found to be potentially dangerous because of injury inflicted on a human or domestic animal, the owner having received notice of such, and the animal again aggressively bites, attacks or endangers the safety of humans or domestic animals.

### LMC 6.02.023.C.2.e

A statement of any **restrictions** placed on the animal or owner as a result of the declaration;

Recommend adding a section outlining specific restrictions, such as the Bothell Municipal Code: "E. *Restraint*. Notwithstanding any other provisions of this chapter, it is unlawful for an owner of a potentially dangerous dog to permit the dog to be allowed or permitted to run free and physically unrestrained or off leash or not otherwise under physical restraint, unless within a fenced yard or similar restraint reasonably designed to prevent the dog from running free and physically unrestrained. The top of such fence shall be at least six feet in height as measured from the ground level, unless there is a secured top – full enclosure – to the fenced-in area, and that such fence or enclosure area shall comply with all applicable city codes. For purposes of this section, a dog solely under voice and/or signal control shall be considered to be "physically unrestrained." Violation of this subsection shall constitute a misdemeanor, and may be punished by a fine not to exceed \$1,000 or imprisonment in jail not to exceed 90 days, or both such fine and imprisonment."

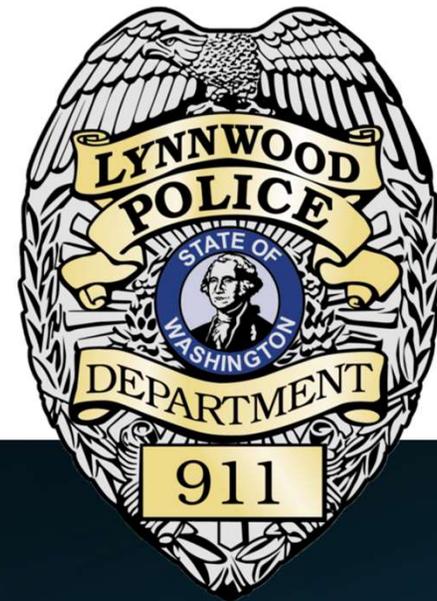
### LMC 6.02.070.A

*Running at Large*. No domestic animal ~~with the exception of cats~~ or exotic animal or livestock of any kind shall be permitted to run at large during any hours of the day or night. Domestic cats shall be exempt from this code.

### LMC 6.02.015.F.2

Killed a domestic animal without provocation while off the owner's property; or inflicts injuries requiring euthanasia of a domestic animal while off the owner's property.

# Police Department Dangerous Animal Ordinance



November 17<sup>th</sup>, 2025

# Background (Origin of Ordinance, Last Updated)

## Animal Control Authority

- The Lynnwood Police Department is responsible for enforcement of the animal control laws of the city and the shelter and welfare of animals.
- “Animal control officer” means any individual employed, contracted with, or appointed by the animal control authority for the purpose of aiding in the enforcement of this chapter or any other law or ordinance relating to impoundment of animals, and including any state or local law enforcement officer or any other employee whose duties in whole or in part include assignments that involve seizure and impoundment of any animal.

## Analysis:

- Title 6 of the LMC provides a clear and structured legal framework for addressing animals that may pose a threat to public safety. The code equips Lynnwood’s Animal Control Authority with sufficient tools to manage these risks, including investigatory procedures, enforcement powers, and defined rights of appeal.
- While the current code is largely effective, there are several areas where minor clarifications or language adjustments could improve readability and enforceability. Nevertheless, the existing provisions support a functional and enforceable process for responding to incidents involving aggressive or dangerous animals in the community.

# Potentially Dangerous Animal Declaration

## Summary of LMC 6.02.023

- **LMC 6.02.023 provides the City's animal control authority the authority to declare an animal to be potentially dangerous, and place restrictions on such animal if the animal control authority determines the animal meets the definition of LMC 6.02.015(N) which reads:**
  - ***Any animal that when unprovoked:***
    - ***1. Inflicts bites on a human or domestic animal either on public or private property; or***
    - ***2. Chases or approaches a person on the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, or any animal with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or otherwise to threaten the safety of humans or domestic animals.***

## Potentially Dangerous Animal Declaration Cont...

### **Investigation and Notice of Declaration**

Upon receiving a report, the City's animal control authority must:

- Investigate (interview witnesses, observe the animal),
- If warranted, issue a written declaration of the animal being potentially dangerous to the owner.

# Dangerous Animal Declaration

## Summary of LMC 6.02.024

- This section outlines the process and requirements for declaring an animal as dangerous. An animal is declared dangerous if it meets the following criteria in LMC 6.02.015(F) which reads:
- *“Dangerous animal” means any animal that according to the records of the appropriate authority has:*
  - *1. Inflicted severe injury on a human being without provocation on public or private property; or*
  - *2. Killed a domestic animal without provocation while off the owner’s property; or*
  - *3. Been previously found to be potentially dangerous because of injury inflicted on a human, the owner having received notice of such, and the animal again aggressively bites, attacks or endangers the safety of humans.*

## Dangerous Animal Declaration Cont...

- **Investigation and Notice of Intent to Declare Dangerous**
- Upon receiving a report, the City's animal control authority will:
- Investigate (interview witnesses, observe the animal),
- If warranted, prepare a notice of intent to declare the animal as dangerous
- Before issuing a final declaration, notice must be served to the animal's owner either:
- In person, or by regular and certified mail (return receipt).

# Dangerous Animal Declaration Cont...

## • **Final Dangerous Declaration**

- After the meeting or if the owner does not attend, the animal control authority has 15 calendar days to issue a written final determination.

- The written order must include:
  - Owner and animal info,
  - Summary of evidence and legal justification,
  - Full list of legal controls that apply to dangerous animals (both local and under RCW 16.08),
  - Instructions for appeal within 10 calendar days,
  - Copies of relevant code sections (LMC 6.02.025 and LMC 6.02.145),
  - The signature of the authority.

# Dangerous Animal- Requirements

- **Summary of LMC 6.02.025**

This section establishes strict conditions for owning or keeping a dangerous animal in Lynnwood, once it has been officially declared dangerous. It outlines registration, confinement, insurance, behavioral control, enforcement actions, and penalties.

- **A. Registration Requirements**
- An owner must obtain a certificate of registration, issued only if the owner provides:
- A secure enclosure and proper warning signage (including child-visible symbols).
- A \$250,000 surety bond (Chapter 16.08 RCW).
- A \$250,000 liability insurance policy covering damages or injuries caused by the animal.
- Proof of microchipping with a scannable chip.
- Consent for initial and follow-up inspections of the enclosure.

# Dangerous Animal- Requirements Cont...

- **Summary of LMC 6.02.025 Continued...**

- **B. Annual Registration Fee**

- Owners must pay an annual registration fee, in addition to regular pet licensing.

- **C. Restraint in Public**

- When outside its enclosure, a dangerous animal must:
  - Be on a leash (max 8 feet) controlled by a responsible adult,
  - Be muzzled or otherwise restrained to prevent biting or clawing,
  - Be immediately impounded if in violation.

- **D. Attacks and Euthanasia Procedures**

- If a dangerous or potentially dangerous animal attacks, it may be quarantined and euthanized.
- If an animal causes severe injury or death, it may be released only if the owner complies with registration.
- In both cases, owners have a right to appeal (LMC 6.02.145), and euthanasia is stayed during the appeal.

- **F. Compliance Timeline**

- Owners must comply within 30 days of declaration unless granted an extension for good cause.

# Dangerous Animal- Requirements Cont...

- **Summary of LMC 6.02.025 Continued...**
  - **G. Confiscation and Euthanasia for Noncompliance**
  - Animals can be immediately confiscated if the owner fails to:
    - Register the animal,
    - Obtain required insurance,
    - Maintain a proper enclosure,
    - Keep the animal physically restrained in public.
  - If deficiencies are not corrected within 20 days, the animal may be humanely euthanized, with appeal rights available. Costs of confinement fall on the owner.

# Dangerous Animal- Requirements Cont...

- **Summary of LMC 6.02.025 Continued...**

- **I. Criminal Penalty**

**Violations are classified as a gross misdemeanor, punishable by:**

- Up to 1 year in jail and/or
- Up to \$5,000 in fines.

- **J. Notification Requirements**

**Owners must notify animal control immediately if:**

- The animal is loose or has bitten/injured a person or another animal,
- The animal is given away, sold, moved, or dies.

**If ownership changes:**

- The new owner must be notified in writing of the animal's dangerous status,
- The former owner must provide animal control with a notarized acknowledgment from the new owner.

# Suggested Edits

## Definitions:

- LMC 6.02.015
- R. “Severe injury” means any physical injury that results in broken bones or lacerations requiring multiple sutures or cosmetic **injury surgery**.
- LMC 6.02.015.F.3
- Been previously found to be potentially dangerous because of injury inflicted on a human (**Add- or domestic animal**), the owner having received notice of such, and the animal again aggressively bites, attacks or endangers the safety of humans or (**Add-domestic animals**).

# Suggested Edits

## Definitions:

### LMC 6.02.023.C.2.e

A statement of any **restrictions** placed on the animal or owner as a result of the declaration;

**Recommend adding a section outlining specific restrictions, such as the Bothell Municipal Code:** [“E. Restraint. Notwithstanding any other provisions of this chapter, it is unlawful for an owner of a potentially dangerous dog to permit the dog to be allowed or permitted to run free and physically unrestrained or off leash or not otherwise under physical restraint, unless within a fenced yard or similar restraint reasonably designed to prevent the dog from running free and physically unrestrained. The top of such fence shall be at least six feet in height as measured from the ground level, unless there is a secured top – full enclosure – to the fenced-in area, and that such fence or enclosure area shall comply with all applicable city codes. For purposes of this section, a dog solely under voice and/or signal control shall be considered to be “physically unrestrained.” Violation of this subsection shall constitute a misdemeanor, and may be punished by a fine not to exceed \\$1,000 or imprisonment in jail not to exceed 90 days, or both such fine and imprisonment.”](#)

# Suggested Edits Cont...

## Definitions

- **LMC 6.02.070.A**

- Running at Large. No domestic animal ~~with the exception of cats:~~ or exotic animal or livestock of any kind shall be permitted to run at large during any hours of the day or night. Domestic cats shall be exempt from this code.

- **LMC 6.02.015.F.2**

- Killed a domestic animal without provocation while off the owner's property; or inflicts injuries requiring euthanasia of a domestic animal while off the owner's property.

**CITY COUNCIL 6.E**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

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**TITLE: LMC Updates for Title 13**

**DEPARTMENT CONTACT: Michelle Meyer, Finance**

**SUMMARY:**

Review potential updates to LMC related to utilities

**PRESENTER:**

Michelle Meyer, Finance Director; Jared Bond, Public Works Director

**ESTIMATED TIME:**

20

**BACKGROUND:**

LMC Title 13 outlines specific procedures for the City's "Waterworks Utility" which refers to the water, sewer and surface water systems. Many of the procedures outlined in the LMC are based on the the Revised Code of Washington (RCW) Chapter 35, however much of the language in the LMC is not required in the RCW and can be updated by the municipality. Some sections of the code require small changes to update outdated language. Other sections require more in-depth review and updates to align with best practices and optimize billing software parameters while minimizing manual work outside of the system. The City is currently working with FCS to perform a utility rate study that will be completed early next year. Making these proposed updates now will ensure FCS has the most current framework to base the study on going forward.

Attached for review:

Draft copy of the ordinance reflecting proposed updates

Redlined copy of the current language

Summary of the proposed updates

**SUGGESTED ACTION:**

Discuss potential LMC updates related to Title 13.

**PREVIOUS COUNCIL ACTIONS:**

October 22, 2025 Finance Committee meeting review proposed updates

July 14, 2025 City Council Meeting Update LMC 13.34.030A for late fees

July 7, 2025 City Council Work Session Review LMC 13.34.030A for late fees

June 6, 2025 Finance Committee meeting review proposed updates

## **DEPARTMENT ATTACHMENTS**

Description:

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[Ordinance xx LMC Title 13 Water updates.pdf](#)

[LMC Title 13 Summary of updates.pdf](#)

[LMC Title 13 Redlines only version 11.11.pdf](#)



ORDINANCE NO. 2025-xx

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON AMENDING SECTIONS OF LMC TITLE 13 RELATED TO OPERATION OF THE WATERWORKS UTILITY; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION**

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

WHEREAS, the City of Lynnwood Municipal Code Title 13 outlines definitions, rates, and billing procedures for the City’s Waterworks Utility; and

WHEREAS, clarification is needed in the sections related to definitions, rates and Waterworks Utility to align with current practices, reference current State statutes, to provide a summary of fees, and to improve overall administration and efficiency of the Waterworks Utility;

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 in Title 13 for Water.

Section 2: Amendments. Title 13 is hereby amended to read:

**13.04.050 Engineering Technician.**

Engineering Technician refers to the person or persons employed by the city to read and support various aspects of the City’s meters.

**13.04.105 Residential multiple-unit.**

“Residential multiple-unit” means a residential building designed for two or more families, or for more than five unrelated persons, including, but not limited to, duplexes, triplexes, fourplexes, apartment buildings, dormitories, boarding houses and rooming houses, mobile homes in a mobile home park, and zero lot line buildings wherein the city permitted multiple units within a building to be served by a common water meter. Mixed-use developments are not considered residential multiple-units.

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**13.20.040 Hydrant rates.**

A permit for water use approval is required to take water from the city-owned water system. There shall be levied a charge as shown in Chapter [3.104](#) LMC against each person, firm or corporation who shall take water from any water line, reservoir, fire hydrant, standpipe, blow-off pipe or any facility of the city of Lynnwood without the city’s consent and without first having obtained a permit to take such water. Fees and deposits must be paid prior to the taking of such water and any actual usage may be billed separately. The water use approval shall be submitted to the department of public works for processing as required by LMC [2.44.040](#).

**13.20.080 Special utility rates.**

A. As provided and specified by the provisions of this section, qualifying low-income households shall be eligible to receive special utility rates on charges paid for water, sewer, and stormwater utility service.

1. Eligible residences must be within the corporate boundary of the city of Lynnwood and served by city of Lynnwood utilities.
2. Special utility rates apply to base rates, and volume charges as specified, for water, sewer, and surface water. Special utility rates do not apply to any other fee or to related utility taxes.
3. To be approved, applications for special utility rates shall include all information required by this section and be submitted during the specified time frames.
4. Households may be approved for a maximum of one special rate.
5. Subsection (I) of this section states special rates for water service. Special rates for sewer service are provided in LMC 14.40.040. Special rates for storm water service are provided in LMC 13.35.070. The Income Level Statuses A, B, and C used in the city code shall have the same meaning as income thresholds 1, 2, and 3 as defined by RCW 84.36.383.
6. The mayor is authorized to develop administrative policies and rules necessary for implementation of this section.
7. Table 13.20.080A.7 summarizes the application and renewal periods, and the owner or renter occupied requirements for each special rate program, as follows:

**Table 13.20.080A.7. Summary of Special Rate Programs**

	<b>Application Period</b>	<b>Renewal Period</b>	<b>Single Family Residence</b>	<b>Multifamily Residence</b>	<b>Mobile Home</b>
Subsection B. Residence with approved Snohomish County property tax exemption and a Lynnwood utility account. Special utility rate	Any	Jan. 1 – Dec. 31	Owner occupied	Owner occupied	Owner occupied
Subsection C. Resident with medical necessity to utilize large quantity of water. Special utility rate	Any	–	Owner or renter occupied	Owner or renter occupied	Owner or renter occupied
Subsection D. Preservation of mobile home park. Special utility rate	Any	–	–	–	Owner or renter occupied

86 B. *Special Utility Rate Based on Snohomish County Real Property Tax Exemption.*

87 1. The residential single-unit property, multiple-unit, or mobile unit shall have a valid property tax  
88 exemption from the Snohomish County assessor, pursuant to RCW [84.36.381](#) through [84.36.385](#) and have  
89 [a utility account with the city of Lynnwood](#).

90 2. A qualifying resident shall own and occupy the dwelling as their principal residence and have a  
91 household income level in accordance with RCW [84.36.381](#).

92 3. Upon verification of eligibility, the special utility rate shall be applied to the next billing period and  
93 shall continue through the remainder of the calendar year. Reapplication for each subsequent calendar  
94 year is required.

95 4. Applications for this special utility rate shall be accepted throughout the calendar year. Applications  
96 for the subsequent calendar year shall be accepted January 1st through December 31st.

97 5. The amount of the special utility rate shall be based upon the income level designated by the  
98 Snohomish County assessor as provided by Table 13.20.080B.5.

99 **Table 13.20.080B.5.**

Income Level Status Designated on Approved Property Tax Exemption	A	B	C
Special Utility Rate (percent of base rate and volume charges)	40%	45%	50%

100 C *Special Utility Rates Based upon Medical Necessity.*

101 1. Qualifying residents shall be eligible for special utility rates based upon medical necessity under this  
102 subsection (G).

103 2. A qualifying resident who requires large quantities of water due to medical necessity (i.e., kidney  
104 dialysis) and who occupies the property receiving utility services as their principal residence as an owner

105 or renter shall be eligible for special utility rates under this subsection (G). Applications for this special  
 106 utility rate shall include written confirmation from the resident’s medical care provider.

107 3. Qualifying residents shall be charged the special utility rates for Income Level Status C (50 percent).

108 4. Applications for this special utility rate shall be accepted throughout the calendar year. Following  
 109 approval of a special utility rate under this subsection (G), the utility customer shall be responsible for  
 110 notifying the city when the medical necessity for large quantities of water no longer exists.

111 D. *Special Utility Rates Based upon Preservation of Mobile Home Parks.*

112 1. For mobile home parks preserved pursuant to a development agreement in accordance with Chapter  
 113 [21.29](#) LMC, the following residential-mobile per unit base rate and volume charges shall apply:

114 a. Preservation for five to seven years: 50 percent of the base rate and volume charges.

115 b. Preservation for seven years or more: 25 percent of the base rate and volume charges.

116 E. *Special Water Utility Rates for Residential Single-Units Based upon Income Level.*

117 **Table 13.20.080E. Special Water Rates**

Water Customer Classification	2026 Bimonthly Rate	2027 Bimonthly Rate	2028 Bimonthly Rate
<b>Special Water Rates, Income Level Status A (40%)</b>			
Bimonthly Base Rate (incl. 10 CCF)	\$27.46	\$28.84	\$30.28
Bimonthly Volume Charge (> 10 CCF to 40 CCF)	\$1.58	\$1.66	\$1.74
Bimonthly Volume Charge (> 40 CCF)	\$2.37	\$2.49	\$2.62
<b>Special Water Rates, Income Level Status B (45%)</b>			
Bimonthly Base Rate (incl. 10 CCF)	\$30.90	\$32.44	\$34.06
Bimonthly Volume Charge (> 10 CCF to 40 CCF)	\$1.77	\$1.86	\$1.96

<b>Water Customer Classification</b>	<b>2026 Bimonthly Rate</b>	<b>2027 Bimonthly Rate</b>	<b>2028 Bimonthly Rate</b>
Bimonthly Volume Charge (> 40 CCF)	\$2.67	\$2.80	\$2.94
<b>Special Water Rates, Income Level Status C (50%)</b>			
Bimonthly Base Rate (incl. 10 CCF)	\$34.33	\$36.05	\$37.85
Bimonthly Volume Charge (> 10 CCF to 40 CCF)	\$1.97	\$2.07	\$2.18
Bimonthly Volume Charge (> 40 CCF)	\$2.97	\$3.12	\$3.27

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119 **13.34.030 Penalties and fees**

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

123 B.

Final Bill Fee	\$35	Charge to estimate and create a final bill, either by staff or using the automated website application outside of the normal bi-monthly reading and billing cycle
Returned Item Fee	\$50	Fee charged if financial institution returns or reverses a check, ACH payment, credit card, debit card or other account payment
Shut off Fee	\$70	Meter shut off, lock and unlock and voluntary request to shut off fee
Cut/Broken lock or Tie/Angle stop fee/Damage to Meter	\$300	Charged when a meter lock is tampered with or damaged. Charges include cost of repairs for damage

		to angle stops or other parts of the meter
Blocking Meter Access	\$75	Noncompliance with 13.12.110 Right of access
Backflow Noncompliance lock fee	\$70	Meter shut off, lock and unlock for noncompliance 13.12.084 E, 3 and fee listed on Table 3.104.150. LMC Title 15 Fees and Charges
Alternate Billing Fee	\$20	Administrative fee for setting up commercial or residential tenants and property managers
24-hr door tag	\$30	Service provided to remind customer that a shut off is imminent
After hours unlock/turn on	\$200	Unlock and turn on meter after 3 p.m.
Lien Fee	\$180	Fee to file lien with County

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125 **13.34.040 Responsibility of property owner.**

126

127 All accounts for city utilities shall be kept in the name of the owner of the property and not in the  
 128 name of the tenant. The director of finance or designee may, at their discretion, grant a request that  
 129 the billing be sent to a tenant or authorized agent, subject to reasonable conditions as are  
 130 appropriate provided that when the owner and tenant or authorized agent in possession request, in  
 131 writing, the billing be sent to the tenant or authorized agent. The legal owner shall notify the city  
 132 of changes in tenancy or mailing address and is responsible for all unpaid charges.

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134 **13.34.060 Lien.**

135

136 A. All charges for city utility services, and all service charges, provided in this title and LMC  
 137 Title 14, together with penalties and interest thereon, shall be a lien upon the property to which  
 138 city utility services are provided, superior to all other liens and encumbrances whatsoever, except  
 139 for general taxes and local special assessments. Enforcement of such lien or liens shall be in the  
 140 manner provided by law.

141

142 B. Pursuant to RCW 35.67.215, the city's lien for delinquent sanitary sewer service charges or  
 143 surface water service charges shall be effective for a total not to exceed one year's delinquent  
 144 service charges without the necessity of any written lien or recording of the lien with the county  
 145 auditor.

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147 C. In any case where the city records a written lien for delinquent utility service charges, fees,  
 148 interest and/or penalties with the county auditor, the city shall charge the account a lien processing  
 149 fee in the amount established in section 13.34.030 or each written lien recorded by the city. The  
 150 lien processing fee shall be added to the amount of the lien.

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**13.34.070 Discontinuance of service by utility and voluntary payment plan.**

A. In addition to the city’s lien authority, the city may refuse to supply, or may discontinue service to, any customer for violation of this title or LMC Title 14.

1. When any amount of outstanding balance remains delinquent 35 days after one billing cycle, notification will be sent to the customer at the service address and the property owner (if different) that the account is delinquent and that the water is scheduled to be shut off 20 days after the date of such delinquency notice. Except as otherwise provided in RCW 35.21.302, the director of public works is directed to shut off water as described in the delinquency notice until all charges have been paid, or a voluntary payment agreement was executed prior to shut off; provided, that if a state declaration of emergency has been issued and the nonpayment is due to the emergency, the director of public works shall have the discretion to delay or suspend termination of water service.

2. A discontinuance of service pursuant to this section shall not release the customer from the obligation of paying utility charges and fees.

3. The utility may refuse or discontinue service to any customer who requires or uses such volume of water that water service to any other customer may be thereby impaired.

4. The utility shall discontinue service to any customer who makes an unauthorized connection to a city water or sewer line, bypasses a city water meter, or in any other way steals city water or sewer services.

B. Voluntary payment plans shall be available in recognition of households with limited financial means to eliminate past-due account balances, the need to ensure the utilities’ financial sustainability, and the need to minimize undesirable impacts upon future utility rates.

1. The owner of a property with a past-due account balance may request approval of a voluntary payment plan prior to having their water service shut off. While a voluntary payment plan is in effect, the city of Lynnwood shall not:

- a. Impose monetary penalties or delinquent charges as otherwise authorized by LMC 13.34.030.
- b. Impose utility lien(s) upon the property as otherwise authorized by LMC 13.34.060.
- c. Discontinue water service as otherwise authorized by this section.
- d. As allowed by applicable law, impose interest accrued upon the past-due account balance.

2. While a voluntary payment plan is in effect, the customer shall:

- a. Pay the full amount of charges due for the most recent bill, and each subsequent bimonthly billing cycle must be paid by the due date; and

197 b. To initiate a voluntary payment plan, 10% of the past due balance must be paid. Every month,  
198 payment must be made before the end of the month to remain in compliance with the voluntary  
199 payment plan. The past due balance must be paid in full within 6 months.  
200

201 3. In the event the customer fails to comply with the provisions of the voluntary payment plan,  
202 the voluntary payment plan shall be deemed null and void. In the absence of a voluntary payment  
203 plan, the city may impose monetary penalties and interest, impose liens, discontinue water service,  
204 and use other measures to collect an unpaid account balance.  
205

206 4. The public works director together with the finance director or designee shall establish  
207 procedures to administer voluntary payment plans. The city reserves the right to deny a request for  
208 a voluntary payment plan.  
209

210 5. The standards for voluntary payment plans in subsection B shall not apply to residential  
211 customers seeking reinstatement to water utility services during periods covered by excessive heat  
212 alerts issued by the National Weather Service such as an excessive heat warning, a heat advisory,  
213 an excessive heat watch or a similar alert for the area in which a residential customer's address is  
214 located. For such residential customers, the standards for repayment plans to reinstate services  
215 shall be as set forth in RCW 35.21.302 as it may be amended.  
216

217 C. Discontinuance of service for any cause stated in this section shall not release the customer  
218 from his obligation to the city for payment of bills or charges.  
219

220 D. A fee may be charged for shutting off and turning back on water service when necessitated by  
221 the provisions of this chapter or at the request of the customer. The fee shall be as provided in the  
222 amount established in section 13.34.030.  
223

224 **13.34.080 Inactivation of service by customer.**  
225

226 A customer who wishes to inactivate or shut off water service shall give at least five business days'  
227 prior written notice to the utility. A fee will be charged for shutting off or turning back on the water  
228 supply in the amount established in section 13.34.030. however, minimum base billing will  
229 continue for sewer, water, and surface water during the period of inactivity.  
230

231 **13.34.090 Billing adjustments.**  
232

233 The public works director together with the finance director or designee shall establish regulations  
234 and procedures for making adjustments to the quantity of water and sewer from which billings are  
235 calculated in situations where a customer reports a leak in their plumbing. Irrigation systems are  
236 excluded for leak adjustment consideration. These regulations and procedures shall establish the  
237 criteria to be used in consideration of an adjustment, the method to calculate the adjustment,  
238 minimum and maximum amounts allowed, and the frequency with which adjustments will be  
239 considered. Property owners must provide proof of repair when applying for a leak adjustment and  
240 must apply within 60 days of the actual discovery of the leak.  
241

242 A property can only receive one water leak adjustment every 24 months, regardless of changes in  
243 property owners, residents, tenants, or occupants. For multi-unit and commercial customers, one  
244 credit will be given per city owned meter, regardless of the number of buildings or units served.  
245

246 Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be  
247 held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or  
248 unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,  
249 clause or phrase or word of this ordinance.  
250

251 Section 4. Effective Date: This ordinance or an approved summary thereof consisting of its  
252 title shall be published in the City’s official newspaper of record and shall take effect and be  
253 in full force five days following its publication.  
254

255 PASSED BY THE CITY COUNCIL THIS 24th day of November, 2025.  
256

257  
258 APPROVED:

259  
260  
261 \_\_\_\_\_  
262 Christine Frizzell, Mayor  
263

264 ATTEST/AUTHENTICATED:

265 APPROVED AS TO FORM:

266  
267 \_\_\_\_\_  
268 Luke Lonie, City Clerk

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267 \_\_\_\_\_  
268 Lisa Marshall, City Attorney

Summary of updates for 11/17 Review:

Title 13 Water

13.04.050 Definitions: Update title of Meter Reader to Engineering Technician.

13.04.105 Definitions: Clarify that mixed-use developments are not residential multi-units.

13.20.040 Hydrant Rates: Spell out that hydrant meter water usage may be billed.

13.20.080 Special Utility Rates: Keep special and discount utility rate options in place but remove rebate programs; update Table to remove rates for 2023-2025, leaving 2026-2028.

13.34.030 Waterworks Utility Penalties and fees: Add in Table to summarize all fees.

13.34.040 Waterworks Utility Responsibility of Property Owner: Add language to clarify that bills may be sent to tenants or authorized agents as appropriate, when requested in writing.

13.34.060: Waterworks Utility Lien: Remove listed fee and instead refer to new Table in 13.34.030.

13.34.070: Waterworks Utility Discontinuance of service and Voluntary Payment Plan: Update delinquency notice language from 20 days after two billing cycles to 35 days after one billing cycle and extend shut off date from 13 to 20 days after delinquency notice and add reference to RCW 35.21.302. Clarify voluntary payment plan terms and conditions and adding reference to RCW 35.21.302. Remove separate table of fees and refer to new table in section 13.34.030.

13.34.080: Waterworks Utility Inactivation of Service by Customer: Clarify language and add reference to fee table in section 13.34.030.

13.34.090: Waterworks Utility Billing Adjustments: Clarify process and terms for leak adjustments.

Summary of updates for 11/19 Review:

Title 13

Establish New Chapter 13.51 for Water Connection Charges to align with Chapter 14.51 for Sewer Connection Charges

Title 14 Sewer

14.51.050(E) Assessment of Sewer Connection Charge: Update ERU fee

**13.04.050**      ~~Meter reader~~Engineering Technician.

“Meter reader” Engineering Technician refers to means the person or persons employed by the city to read and support various aspects of the City’s meters. (Ord. 416 § 1.05, 1968)

**13.04.105**      **Residential multiple-unit.**

“Residential multiple-unit” means a residential building designed for two or more families, or for more than five unrelated persons, including, but not limited to, duplexes, triplexes, fourplexes, apartment buildings, dormitories, boarding houses and rooming houses, mobile homes in a mobile home park, and zero lot line buildings wherein the city permitted multiple units within a building to be served by a common water meter. Mixed-use developments are not considered residential multiple-units. (Ord. 3024 § 2, 2013; Ord. 2658 § 2, 2006; Ord. 2609 § 1, 2006; Ord. 2572 § 2, 2005; Ord. 2529 § 2, 2004; Ord. 2069 § 3, 1996)

**13.20.040**      **Hydrant rates.**

A permit for water use approval is required to take water from the city-owned water system. There shall be levied a charge as shown in Chapter 3.104 LMC against each person, firm or corporation who shall take water from any water line, reservoir, fire hydrant, standpipe, blow-off pipe or any facility of the city of Lynnwood without the city’s consent and without first having obtained a permit to take such water. Fees and deposits must be paid prior to the taking of such water and any actual usage may be billed separately. The water use approval shall be submitted to the department of public works for processing as required by LMC 2.44.040. (Ord. 3024 § 6, 2013; Ord. 2656 §§ 1, 2, 2006; Ord. 2241 § 10, 1999; Ord. 2076 § 8, 1996; Ord. 1631 § 1, 1988; Ord. 1543 § 3, 1986; Ord. 1505 § 5, 1986; Ord. 1222 § 5, 1982; Ord. 780 § 13, 1975; Ord. 416 § 6.04, 1968)

**13.20.080 Special utility rates ~~and rebates~~.\***

A. As provided and specified by the provisions of this section, qualifying low-income households shall be eligible to receive ~~either~~ special utility rates ~~or a rebate~~ on charges paid for water, sewer, and stormwater utility service.

1. Eligible residences must be within the corporate boundary of the city of Lynnwood and served by city of Lynnwood utilities.
2. Special utility rates ~~and rebates~~ apply to base rates, and volume charges as specified, for water, sewer, and surface water. Special utility rates ~~and rebates~~ do not apply to any other fee or to related utility taxes.
3. To be approved, applications for special utility rates ~~or rebate~~ shall include all information required by this section and be submitted during the specified time frames.
4. Households may be approved for a maximum of one special rate ~~or rebate~~.
5. Subsection [\(l\)](#) of this section states special rates for water service. Special rates for sewer service are provided in LMC [14.40.040](#). Special rates for storm water service are provided in LMC [13.35.070](#). The Income Level Statuses A, B, and C used in the city code shall have the same meaning as income thresholds 1, 2, and 3 as defined by RCW [84.36.383](#).
6. The mayor is authorized to develop administrative policies and rules necessary for implementation of this section.
7. Table 13.20.080A.7 summarizes the application and renewal periods, and the owner or renter occupied requirements for each special rate ~~or rebate~~ program, as follows:

**Table 13.20.080A.7. Summary of Special Rate ~~and Rebate~~ Programs**

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	<b>Application Period</b>	<b>Renewal Period</b>	<b>Single Family Residence</b>	<b>Multifamily Residence</b>	<b>Mobile Home</b>
Subsection B. Residence with approved Snohomish County property tax exemption and a Lynnwood utility account. Special utility rate	Any	Jan. 1 – Dec. 31	Owner occupied	Owner occupied	Owner occupied
<del>Subsection C. Residence with approved Snohomish County property tax exemption without Lynnwood utility account. Utility charge rebate</del>	<del>Jan. 1 – Nov. 1</del>	<del>Jan. 1 – Nov. 1</del>	<del>-</del>	<del>Owner occupied</del>	<del>Owner occupied</del>

	<b>Application Period</b>	<b>Renewal Period</b>	<b>Single Family Residence</b>	<b>Multifamily Residence</b>	<b>Mobile Home</b>
<del>Subsection D. Residence receiving Washington State assistance. Special utility rate</del>	<del>Any</del>	<del>Nov. 1—Dec. 31</del>	<del>Owner or renter occupied</del>	<del>—</del>	<del>—</del>
<del>Subsection E. Residence receiving Edmonds school district free and reduced-price meals. Utility charge rebate</del>	<del>Aug. 1—Oct. 31</del>	<del>Aug. 1—Oct. 31</del>	<del>Owner or renter occupied</del>	<del>Owner or renter occupied</del>	<del>Owner or renter occupied</del>
<del>Subsection F. Low income resident 61+ years of age or with a disability. Utility charge rebate</del>	<del>Jan. 1—Aug. 31</del>	<del>Jan. 1—Aug. 31</del>	<del>Owner or renter occupied</del>	<del>Owner or renter occupied</del>	<del>Owner or renter occupied</del>

	<b>Application Period</b>	<b>Renewal Period</b>	<b>Single Family Residence</b>	<b>Multifamily Residence</b>	<b>Mobile Home</b>
Subsection <b>CG</b> . Resident with medical necessity to utilize large quantity of water. Special utility rate	Any	–	Owner or renter occupied	Owner or renter occupied	Owner or renter occupied
Subsection <b>DH</b> . Preservation of mobile home park. Special utility rate	Any	–	–	–	Owner or renter occupied

*B. Special Utility Rate Based on Snohomish County Real Property Tax Exemption.*

1. The residential single-unit property, multiple-unit, or mobile unit shall have a valid property tax exemption from the Snohomish County assessor, pursuant to RCW [84.36.381](#) through [84.36.385 and have a utility account with the city of Lynnwood](#).
2. A qualifying resident shall own and occupy the dwelling as their principal residence and have a household income level in accordance with RCW [84.36.381](#).
3. Upon verification of eligibility, the special utility rate shall be applied to the next billing period and shall continue through the remainder of the calendar year. Reapplication for each subsequent calendar year is required.

4. Applications for this special utility rate shall be accepted throughout the calendar year. Applications for the subsequent calendar year shall be accepted January 1st through December 31st.
5. The amount of the special utility rate shall be based upon the income level designated by the Snohomish County assessor as provided by Table 13.20.080B.5.

**Table 13.20.080B.5.**

Income Level Status Designated on Approved Property Tax Exemption	A	B	C
Special Utility Rate (percent of base rate and volume charges)	40%	45%	50%

~~C. Annual Utility Charge Rebate Based on Snohomish County Real Property Tax Exemption.~~

~~1. An annual rebate on utility charges shall be available to a qualifying owner and occupant of a residential multiple-unit or a mobile-home unit without an individual water-meter and without a city of Lynnwood utility account (i.e., owner and occupant of a condominium or of a mobile home in a mobile home park).~~

~~2. To qualify for a rebate for the current calendar year, applications shall be accepted January 1st through November 1st and demonstrate the applicant resided in the residential multiple-unit or mobile home for the full calendar year.~~

~~3. The amount of the annual rebate of utility charge rates shall be based upon the income-level designated by the Snohomish County assessor's office as provided by Table 13.20.080C.3, and shall be the stated percentage of the base rate for that type of account, assuming water usage within the minimum 10 CCF allowance.~~

~~Table 13.20.080C.3.~~

<del>Income Level Status Designated on Approved Property Tax Exemption</del>	<del>A</del>	<del>B</del>	<del>C</del>
<del>Annual Utility Charge Rebate (percent of base rate)</del>	<del>40%</del>	<del>45%</del>	<del>50%</del>

~~D. Special Utility Rate Based on Washington State Assistance Programs.~~

~~1. A special utility rate based on Washington State assistance programs shall be available to a qualifying resident of a residential single unit under this subsection (D).~~

~~2. A qualifying resident of a residential single unit shall have an award letter from the state of Washington for Temporary Assistance to Needy Families (TANF) or the Supplemental Nutrition Assistance Program (SNAP) that covers at least a portion of the year for which the special utility rate is requested.~~

~~3. Applicants shall occupy the residential single unit as their principal residence and provide proof that they reside at the address and are responsible for their city of Lynnwood utility bills.~~

~~4. Upon verification of eligibility, the special utility rate shall be applied to the next billing period and shall continue through the remainder of the calendar year. Reapplication for each subsequent calendar year is required.~~

~~5. Applications for this special utility rate shall be accepted throughout the calendar year. Applications for the subsequent calendar year shall be accepted from November 1st to December 31st.~~

~~6. The amount of the special utility rate shall be 40 percent of the bimonthly base rate and volume charges.~~

~~E. Annual Rebate Based on Edmonds School District Free and Reduced Price Meals.~~

~~1. An annual rebate on utility charges based on Edmonds school district free and reduced price meal programs shall be available to a qualifying resident of a residential property under this subsection (E).~~

~~2. A qualifying resident shall have an award letter from the Edmonds school district for free and reduced-price meals for a child residing in the residence for all or a portion of the 12-month period for which the rebate is requested.~~

~~3. A qualifying resident shall occupy the residence as their principal residence as either owner or renter, for a minimum of six months, and shall be responsible for the rent or mortgage payments for the residence.~~

~~4. Applications for this rebate on utility charges shall be accepted from August 1st to October 31st. Reapplication for subsequent years shall be accepted from August 1st to October 31st.~~

~~5. Upon approval of the application, the rebate shall apply to utility charges occurring from October 1st in the prior year to September 30th of the rebate payment year.~~

~~6. The amount of annual rebate shall be up to 50 percent of the base rate for the type of account, assuming water usage within the minimum 10 CCF allowance, and prorated for the number of months that the applicant resided at the address.~~

~~7. Each year, the total amount of funds authorized and available for this rebate shall be \$100,000, and the total amount of rebates given to qualifying applicants in any year shall not exceed that amount. Depending on the number of eligible applicants, the amount of rebate awarded to a qualifying resident may be less than 50 percent of the base rate paid by that applicant during the rebate period. An equal percentage shall be awarded to applicants of each account type.~~

~~F. Annual Rebate Based on Income Level and Age or Disability.~~

~~1. An annual rebate on utility charges based on income level and age or disability shall be available to a qualifying resident of a residential property under this subsection (F).~~

~~2. A qualifying resident shall be at least 61 years of age or living with a disability and have a household income that is less than 70 percent of the Washington State area median income (AMI) as published by the Washington State Department of Social and Health Services (DSHS).~~

~~3. A qualifying resident shall occupy the property receiving utility services with or without a utility account as their principal residence as an owner or renter for a period of not less~~

~~than six months. Applicants shall confirm they are responsible for the rent or mortgage payments for the residence.~~

~~4. Applicants with a disability shall provide written proof of disability, such as a disability award letter from the U.S. Social Security Administration or U.S. Department of Veterans Affairs; a permanent disabled parking privilege issued by the Washington State Department of Licensing; or a Proof of Disability statement completed by a licensed physician.~~

~~5. Applications for this rebate on utility charges shall be accepted from July 1st to August 31st for the annual period from June 1st of the prior year to May 31st of the rebate year. Reapplication for subsequent years shall be accepted from June 1st to August 31st.~~

~~6. The amount of annual rebate shall be up to 50 percent of the base rate for the type of account, assuming water usage within the minimum 10 CCF allowance, and prorated for the number of months that the applicant resided at the address.~~

~~7. Each year, the total amount of funds authorized and available for this rebate shall be \$100,000, and the total amount of rebates given to qualifying applicants in any year shall not exceed that amount. Depending on the number of eligible applicants, the amount of rebate awarded to a qualifying resident may be less than 50 percent of the base rate paid by that applicant during the rebate period. An equal percentage shall be awarded to applicants of each account type.~~

**G.C** Special Utility Rates Based upon Medical Necessity.

1. Qualifying residents shall be eligible for special utility rates based upon medical necessity under this subsection (G).
2. A qualifying resident who requires large quantities of water due to medical necessity (i.e., kidney dialysis) and who occupies the property receiving utility services as their principal residence as an owner or renter shall be eligible for special utility rates under this subsection (G). Applications for this special utility rate shall include written confirmation from the resident's medical care provider.
3. Qualifying residents shall be charged the special utility rates for Income Level Status C (50 percent).

4. Applications for this special utility rate shall be accepted throughout the calendar year. Following approval of a special utility rate under this subsection (G), the utility customer shall be responsible for notifying the city when the medical necessity for large quantities of water no longer exists.

**HD**. *Special Utility Rates Based upon Preservation of Mobile Home Parks.*

1. For mobile home parks preserved pursuant to a development agreement in accordance with Chapter [21.29](#) LMC, the following residential-mobile per unit base rate and volume charges shall apply:

- a. Preservation for five to seven years: 50 percent of the base rate and volume charges.
- b. Preservation for seven years or more: 25 percent of the base rate and volume charges.

**HE**. *Special Water Utility Rates for Residential Single-Units Based upon Income Level.*

**Table 13.20.080EH. Special Water Rates**

Water Customer Classification	<del>2023</del> Bimonthly Rate	<del>2024</del> Bimonthly Rate	<del>2025</del> Bimonthly Rate	2026 Bimonthly Rate	2027 Bimonthly Rate	2028 Bimonthly Rate
<b>Special Water Rates, Income Level Status A (40%)</b>						
Bimonthly Base Rate (incl. 10 CCF)	<del>\$23.72</del>	<del>\$24.91</del>	<del>\$26.16</del>	\$27.46	\$28.84	\$30.28
Bimonthly Volume Charge	<del>\$1.36</del>	<del>\$1.43</del>	<del>\$1.50</del>	\$1.58	\$1.66	\$1.74

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Water Customer Classification	<del>2023</del> Bimonthly Rate	<del>2024</del> Bimonthly Rate	<del>2025</del> Bimonthly Rate	2026 Bimonthly Rate	2027 Bimonthly Rate	2028 Bimonthly Rate
(> 10 CCF to 40 CCF)						
Bimonthly Volume Charge  (> 40 CCF)	<del>\$2.05</del>	<del>\$2.15</del>	<del>\$2.26</del>	\$2.37	\$2.49	\$2.62
<b>Special Water Rates, Income Level Status B (45%)</b>						
Bimonthly Base Rate  (incl. 10 CCF)	<del>\$26.69</del>	<del>\$28.03</del>	<del>\$29.43</del>	\$30.90	\$32.44	\$34.06
Bimonthly Volume Charge  (> 10 CCF to 40 CCF)	<del>\$1.53</del>	<del>\$1.61</del>	<del>\$1.69</del>	\$1.77	\$1.86	\$1.96
Bimonthly Volume Charge  (> 40 CCF)	<del>\$2.30</del>	<del>\$2.42</del>	<del>\$2.54</del>	\$2.67	\$2.80	\$2.94
<b>Special Water Rates, Income Level Status C (50%)</b>						

Water Customer Classification	<del>2023</del> Bimonthly Rate	<del>2024</del> Bimonthly Rate	<del>2025</del> Bimonthly Rate	2026 Bimonthly Rate	2027 Bimonthly Rate	2028 Bimonthly Rate
Bimonthly Base Rate  (incl. 10 CCF)	<del>\$29.66</del>	<del>\$31.14</del>	<del>\$32.70</del>	\$34.33	\$36.05	\$37.85
Bimonthly Volume Charge  (> 10 CCF to 40 CCF)	<del>\$1.70</del>	<del>\$1.79</del>	<del>\$1.88</del>	\$1.97	\$2.07	\$2.18
Bimonthly Volume Charge  (> 40 CCF)	<del>\$2.56</del>	<del>\$2.69</del>	<del>\$2.83</del>	\$2.97	\$3.12	\$3.27

(Ord. 3426 § 2, 2022; Ord. 3393 § 1 (Exh. A), 2021)

\* **Code reviser’s note:** Section 2 of Ord. [3426](#), which amended LMC [13.20.080](#) in its entirety, incorporated amendments to a prior version of this section. This ordinance has been treated as only amending Table 13.20.080I.

**13.34.030 Penalties and ~~delinquent charges, fees~~**

A. In addition to all 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.

~~B. There shall be a \$50.00 penalty charge for each payment returned due to insufficient funds.  
(Ord. 3484 § 2, 2025; Ord. 3393 § 2 (Exh. B), 2021; Ord. 3223 § 4, 2016; Ord. 3024 § 7, 2013)~~

B.

<u>Final Bill Fee</u>	<u>\$35</u>	<u>Charge to estimate and create a final bill, either by staff or using the automated website application outside of the normal bi-monthly reading and billing cycle</u>
<u>Returned Item Fee</u>	<u>\$50</u>	<u>Fee charged if financial institution returns or reverses a check, ACH payment, credit card, debit card or other account payment</u>
<u>Shut off Fee</u>	<u>\$70</u>	<u>Meter shut off, lock and unlock and voluntary request to shut off fee</u>
<u>Cut/Broken lock or Tie/Angle stop fee/Damage to Meter</u>	<u>\$300</u>	<u>Charged when a meter lock is tampered with or damaged. Charges include cost of repairs for damage to angle stops or other parts of the meter</u>
<u>Blocking Meter Access</u>	<u>\$75</u>	<u>Noncompliance with 13.12.110 Right of access</u>
<u>Backflow Noncompliance lock fee</u>	<u>\$70</u>	<u>Meter shut off, lock and unlock for noncompliance 13.12.084 E, 3 and fee listed on Table 3.104.150. LMC Title 15 Fees and Charges</u>
<u>Alternate Billing Fee</u>	<u>\$20-</u>	<u>Administrative fee for setting up commercial or residential tenants and property managers</u>

<u>24-hr door tag</u>	<u>\$30</u>	<u>Service provided to remind customer that a shut off is imminent</u>
<u>After hours unlock/turn on</u>	<u>\$200</u>	<u>Unlock and turn on meter after 3 p.m.</u>
<u>Lien Fee</u>	<u>\$180</u>	<u>Fee to file lien with County</u>

**13.34.040 Responsibility of property owner.**

All accounts for city utilities shall be kept in the name of the owner of the property and not in the name of the tenant. ~~unless stated otherwise in this code; and the owner or authorized agent shall be responsible for utility charges.~~ The director of finance or designee may, at their discretion, grant a request that the billing be sent to a tenant or authorized agent, subject to reasonable conditions as are appropriate provided that when the owner and tenant or authorized agent in possession request, in writing, the billing be sent to the tenant or authorized agent. The legal owner shall notify the city of changes in tenancy or mailing address and is responsible for all unpaid charges. (Ord. 3393 § 2 (Exh. B), 2021; Ord. 3024 § 11, 2013)

**13.34.060 Lien.**

A. All charges for city utility services, and all service charges, provided in this title and LMC Title [14](#), together with penalties and interest thereon, shall be a lien upon the property to which city utility services are provided, superior to all other liens and encumbrances whatsoever, except for general taxes and local special assessments. Enforcement of such lien or liens shall be in the manner provided by law.

B. Pursuant to RCW [35.67.215](#), the city’s lien for delinquent sanitary sewer service charges or surface water service charges shall be effective for a total not to exceed one year’s delinquent service charges without the necessity of any written lien or recording of the lien with the county auditor.

C. In any case where the city records a written lien for delinquent utility service charges, fees, interest and/or penalties with the county auditor, the city shall charge the account a lien processing fee in the amount ~~established in section 13.34.030 of \$180.00~~ for each written lien recorded by the city. The lien processing fee shall be added to the amount of the lien. (Ord. 3393 § 2 (Exh. B), 2021; Ord. 3223 § 5, 2016; Ord. 3024 § 13, 2013)

**13.34.070 Discontinuance of service by utility and voluntary payment plan.**

A. In addition to the city's lien authority, the city may refuse to supply, or may discontinue service to, any customer for violation of this title or LMC Title [14](#).

1. When any amount of outstanding balance remains delinquent ~~2035~~ days after ~~two one~~ billing cycles ~~(approximately four months), the director of public works shall notify~~ notification will be by first class mail sent to the customer at the service address and the property owner ~~(if different)~~ that the account is delinquent and that the water is scheduled to be shut off ~~13-20~~ days after the date of such delinquency notice. Except as otherwise provided in RCW 35.21.302, the director of public works is directed to shut off water as described in the delinquency notice until all charges have been paid, or a voluntary payment agreement has been executed prior to shut off; provided, that if a state declaration of emergency has been issued and the nonpayment is due to the emergency, the director of public works shall have the discretion to delay or suspend termination of water service.
2. A discontinuance of service pursuant to this section shall not release the customer from the obligation of paying utility charges and fees. ~~Except for discontinuance of service pursuant to LMC 13.34.080, billing of utility charges shall continue during the period that water service is discontinued.~~
3. The utility may refuse or discontinue service to any customer who requires or uses such volume of water that water service to any other customer may be thereby impaired.
4. The utility shall discontinue service to any customer who makes an unauthorized connection to a city water or sewer line, bypasses a city water meter, or in any other way steals city water or sewer services.

B. Voluntary payment plans shall be available in recognition of households with limited financial means to eliminate past-due account balances, the need to ensure the utilities' financial sustainability, and the need to minimize undesirable impacts upon future utility rates.

1. ~~A customer~~The owner of a property with a past-due account balance may request approval of a voluntary payment plan prior to having their water service shut off. While a voluntary payment plan is in effect, the city of Lynnwood shall not:
  - a. Impose monetary penalties or delinquent charges as otherwise authorized by LMC 13.34.030.
  - b. Impose utility lien(s) upon the property as otherwise authorized by LMC 13.34.060.
  - c. Discontinue water service as otherwise authorized by this section.
  - d. As allowed by applicable law, impose interest accrued upon the past-due account balance.
2. While a voluntary payment plan is in effect, the customer shall:
  - a. Pay the full amount of charges due for the most recent bill, and each subsequent bimonthly billing cycle must be paid by the due date; and
  - b. To initiate a voluntary payment plan, 10% of the past due balance must be paid. Every two months, either coinciding or alternating with the above payment, pay not less than 10 percent of the past due account balance payment must be made before the end of the month to remain in compliance with the voluntary payment plan. The past due balance must be paid in full within 6 months.
3. In the event the customer fails to comply with the provisions of the voluntary payment plan, the voluntary payment plan shall be deemed null and void. In the absence of a voluntary payment plan, the city may impose monetary penalties and interest, impose liens, discontinue water service, and use other measures to collect an unpaid account balance.
4. The public works director together with the finance director or designee shall establish procedures to administer voluntary payment plans. The city reserves the right to deny a request for a voluntary payment plan.

5. The standards for voluntary payment plans in subsection B shall not apply to residential customers seeking reinstatement to water utility services during periods covered by excessive heat alerts issued by the National Weather Service such as an excessive heat warning, a heat advisory, an excessive heat watch or a similar alert for the area in which a residential customer’s address is located. For such residential customers, the standards for repayment plans to reinstate services shall be as set forth in RCW 35.21.302 as it may be amended.

C. Discontinuance of service for any cause stated in this section shall not release the customer from his obligation to the city for payment of bills or charges.

~~D. Whenever service has been discontinued as provided in this section, and before service is restored, in addition to charges as provided in subsection (A) of this section, the utility may require the customer to make a deposit of \$50.00. The deposit may be held for up to two years depending on account history and used at any time to offset outstanding balances due, should they reoccur. Upon transfer of the account to a new owner, any unused deposit will be returned to the depositor. Restoration of service at the customer’s request and after payment of all bills due shall be done at the convenience of the utility.~~

DE. Except as provided by LMC 13.34.080, a fee may be charged for shutting off and turning back on water service when necessitated by the provisions of this chapter or at the request of the customer. The fee shall be as provided by Table 13.34.070E in the amount established in section 13.34.030.

~~Table 13.34.070E.~~

<del>Time When Trip to Account Location Occurs</del>	<del>Charge per Each Occurrence</del>
<del>8:00 a.m. – 5:00 p.m. Monday – Friday except holidays</del>	<del>\$3570.00</del>

~~Time When Trip to  
Account Location  
Occurs~~      ~~Charge per  
Each Occurrence~~

~~All other times  
including holidays~~      ~~\$85190.00~~

~~(Ord. 3393 § 2 (Exh. B), 2021; Ord. 3024 § 14, 2013)~~

**13.34.080      Inactivation of service by customer.**

A customer who wishes to inactivate or shut off water service shall give at least five business days' prior written notice to the utility. ~~No A fee may will be charged will be made~~ for shutting off or turning back on the water supply in the amount established in section 13.34.030. however, minimum base billing will continue for sewer, water, and surface water during the period of inactivity; ~~however, if complete billing cycles have no metered water consumption, then the city will back out the water charges for those cycles.~~ (Ord. 3393 § 2 (Exh. B), 2021; Ord. 3024 § 15, 2013)

**13.34.090      Billing adjustments.**

The public works director together with the finance director or designee shall establish regulations and procedures for making adjustments to the quantity of water and sewer from which billings are calculated in situations where a customer reports a leak in their ~~private plumbing system~~. Irrigation systems are excluded for leak adjustment consideration. These regulations and procedures shall establish the criteria to be used in consideration of an adjustment, the method to calculate the adjustment, minimum and maximum amounts allowed, and the frequency with which adjustments will be considered. Property owners must provide proof of repair when applying for a leak adjustment and must apply within 60 days of the actual discovery of the leak. (Ord. 3393 § 2 (Exh. B), 2021; Ord. 3024 § 18, 2013)

A property can only receive one water leak adjustment every 24 months, regardless of changes in property owners, residents, tenants, or occupants. For multi-unit and commercial customers, one credit will be given per city owned meter, regardless of the number of buildings or units served.

**CITY COUNCIL**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

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**TITLE: Reappointment of Three Parks and Recreation Board Members**

**DEPARTMENT CONTACT: Doris Brunson, Parks, Recreation and Cultural Arts**

**SUMMARY:**

Reappoint three members to Parks and Recreation Board for a new term expiring 12/31/2028.

**PRESENTER:**

Joel Faber, Director

**ESTIMATED TIME:**

0

**BACKGROUND:**

The Mayor has reviewed the requests for renewal from the Parks and Recreation Board members noted and has approved all of them for another term. All three members attended a minimum of 75% of all regularly scheduled meetings, workshops, and special meetings.

The present status of the board is as follows:

Position 1: Holly Hernandez, position expires 12/31/2027

Position 2: Quinn Van Order, position expires 12/31/2027

Position 3: Katie McKeown, position expires 12/31/2025

Position 4: Thomas Krause, Chair, position expires 12/31/2025

Position 5: David Barber, position expires 12/31/2025

Position 6: Doris Wang, position expires 12/31/2026

**SUGGESTED ACTION:**

Reappoint Board Members Katie McKeown (Position 3), Thomas Krause (Position 4), and David Barber (Position 5).

**PREVIOUS COUNCIL ACTIONS:**

September 28, 2020 - Original Appointment: Katie McKeown (Position 3)

January 23, 2023 - Original Appointment: Thomas Krause (Position 4)

March 10, 2025 - Original Appointment: David Barber (Position 5)

**FUNDING:**

None.

**VISIONS AND PRIORITIES ALIGNMENT:**

The Lynnwood Parks and Recreation Board aligns with Lynnwood Community Vision by focusing on the vision's goals of creating a welcoming, healthy, and sustainable city through parks, recreation, and community programs.

**DEPARTMENT ATTACHMENTS**

Description:

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**CITY COUNCIL**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

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**TITLE: Reappointment: Board of Ethics**

**DEPARTMENT CONTACT: Luke Lonie, Executive Office**

**SUMMARY:**

Reappointment to the Board of Ethics

**PRESENTER:**

Luke Lonie, City Clerk

**ESTIMATED TIME:**

0

**BACKGROUND:**

Position #2 has been filled by Ty Tufono-Chausse since her appointment in 2020. She was most recently reappointed in 2022, and since then, Ty has missed only two meetings. Position #4 has been filled by Steve Steward since his appointment in 2022. Since then, Steve has missed only two meetings.

**SUGGESTED ACTION:**

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

**PREVIOUS COUNCIL ACTIONS:**

Council reappointed Ty Tufono-Chausse to her current position on the Board of Ethics on December 12, 2025. Council appointed Steve Steward to his current position on the Board of Ethics on September 26, 2022.

**DEPARTMENT ATTACHMENTS**

Description:

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**CITY COUNCIL**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

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**TITLE: Reappointment of 3 Arts Commissioners**

**DEPARTMENT CONTACT: Fred Wong, Parks, Recreation and Cultural Arts**

**SUMMARY:**

Mayor recommends reappointment of all 3 Arts Commissioners. They have had no un-exused absences in 2023-2025. Attendance for all 3 has been excellent.

**PRESENTER:**

Fred Wong

**ESTIMATED TIME:**

0

**SUGGESTED ACTION:**

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

**DEPARTMENT ATTACHMENTS**

Description:

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[AC attendance.pdf](#)

### 2023 Attendance

	17- Jan	21- Feb	21- Mar	18- Apr	16- May	20- Jun	18- Jul	15- Aug	19- Sep	17- Oct*	21- Nov	19- Dec
Katie Zeitler	n/a	n/a	√	√	√	√	n/a	√	√	√	√	√
Robert Gutcheck	√	√	√	√	√	E	n/a	√	√	√	√	E
Rhiannon Kruse	√	√	√	√	√	√	n/a	√	√	E	√	√

### 2024 Attendance

	16- Jan	20- Feb	19- Mar	16- Apr	21- May	18- Jun	16- Jul	20- Aug	17- Sep	15- Oct	19- Nov	17- Dec
Katie Zeitler	√	√	√	√	√	√	E	√	√	E	√	√
Robert Gutcheck	√	E	√	√	√	√	√	E	E	√	√	√
Rhiannon Kruse	√	√	√	E	√	√	√	E	√	√	√	√

### 2025 Attendance

<b>2024 Hours</b>	1/21	2/18	3/18	4/15	5/20	6/17	7/15	8/19	9/16	10/21
Katie Zeitler	√	√	√	√	√	√	E	√	√	√
Robert Gutcheck	√	√	√	√	√	√	√	√	√	E
Rhiannon Kruse	√	√	√	√	√	√	√	√	√	√

**CITY COUNCIL**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

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**TITLE: Reappointment of Planning Commissioners (2)**

**DEPARTMENT CONTACT: Catherine Kato, Development and Business Services**

**SUMMARY:**

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

**PRESENTER:**

Karl Almgren, AICP, Community Planning Manager

**ESTIMATED TIME:**

0

**BACKGROUND:**

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

**SUGGESTED ACTION:**

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

**PREVIOUS COUNCIL ACTIONS:**

September 28, 2020 - Original Appointment: Matthew Cail (Position 2)  
April 25, 2022 - Original Appointment: Dorina Katro (Position 3) June 23, 2025

**DEPARTMENT ATTACHMENTS**

Description:

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**CITY COUNCIL**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

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**TITLE: Reappoint Tourism Advisory Committee / Lodging Tax Advisory Committee Members**

**DEPARTMENT CONTACT: Ryan Bush, Development and Business Services**

**SUMMARY:**

Six TAC/LTAC members have requested reappointment for a one-year term that runs from January 1, 2026 to December 31, 2026.

**PRESENTER:**

Ryan Bush, Tourism Project Manager

**ESTIMATED TIME:**

0

**BACKGROUND:**

The terms for TAC/LTAC members will expire on December 31, 2025, and six committee members have requested to renew their position for one additional term. Committee members wishing to seek reappointment include Chip Peterson (Position 2), Janet Pope (Position 4), Frank Percival (Position 5), Anthony Angel (Position 6), Jerry Irwin (Position 7), and Brian Pouch (Position 8). All six are valued members of our advisory committee and represent hotels, retail business, restaurant industry, chamber of commerce, and the community. Reappointment of each member has been reviewed and supported by the Mayor. Below is the attendance of each member seeking reappointment.

**Attendance Record:**

Chip Peterson – 75% attendance  
Janet Pope – 100% attendance  
Frank Percival – 75% attendance  
Anthony Angel – 75% attendance  
Jerry Irwin – 75% attendance  
Brian Pouch – 75% attendance

The reappointment would be good for a one-year term that expires on December 31, 2026.

**SUGGESTED ACTION:**

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

## **DEPARTMENT ATTACHMENTS**

Description:

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[2025 TAC Attendance Record.pdf](#)

**TAC/LTAC 2025 Attendance Record**

Position	Member	2/13/2025	4/10/2025	8/14/2025	10/14/2025
2	Chip Peterson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4	Janet Pope	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5	Frank Percival	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Anthony Angel	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Jerry Irwin	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
8	Brian Pouch	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**CITY COUNCIL**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

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**TITLE: Contract: WWTP Major Upgrades Design**

**DEPARTMENT CONTACT: Ehsan Shirkhani, Public Works**

**SUMMARY:**

Wastewater Treatment Plant Major Upgrades Design Contract

**PRESENTER:**

Ehsan Shirkhani, Public Works Manager

**ESTIMATED TIME:**

0

**BACKGROUND:**

The Lynnwood Wastewater Treatment Plant (WWTP) has served the community for several decades, providing essential services that protect public health and the environment. Originally constructed in the 1960s and expanded in the 1980s, the facility has not undergone major upgrades to address capacity limitations or aging infrastructure in critical areas such as solids handling. With key systems reaching the end of their service life and new regulatory requirements taking effect, the need to modernize the WWTP has become increasingly urgent to ensure reliable service, improve operational efficiency, and maintain compliance.

In response, Public Works initiated a comprehensive planning effort in 2020 that culminated in the adoption of the WWTP Facility Plan in 2022. Approved by the Washington State Department of Ecology, the Facility Plan outlines engineering recommendations and a preferred alternative to guide the next phase of transformative improvements at the existing site.

The WWTP Major Upgrades Project is a multi-year, phased initiative that will modernize the City's treatment facilities to meet future capacity needs, improve operational reliability, and ensure long-term compliance with environmental regulations. Planned improvements include upgrades to critical systems such as headworks, secondary treatment, solids handling, and disinfection, as well as supporting electrical, structural, and site infrastructure. These enhancements will expand treatment capacity, improve energy efficiency, and strengthen resilience in the face of regional growth, climate change, and stricter discharge limits.

Representing the largest utility infrastructure investment in Lynnwood’s history, the Major Upgrades Project is central to sustaining reliable wastewater services and advancing the City’s long-term vision for a sustainable, resilient future.

**SUGGESTED ACTION:**

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

**PREVIOUS COUNCIL ACTIONS:**

Council was briefed on Public Works project delivery strategy during the work session on October 7<sup>th</sup>, 2024.

Public Works presented to Council during the May 19, 2025 work session, providing an update on the WWTP Major Upgrades Project, including key project drivers, the overall schedule, and upcoming stages.

**FUNDING:**

This contract is not paid from General Fund, but will be paid from the Sewer Utility Fund (Fund 412).

**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 Wastewater Treatment Plant Major Upgrades 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:

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**CITY COUNCIL**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

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**TITLE: Contract: 48th Ave W Sewer Improvement Project**

**DEPARTMENT CONTACT: Pradip Kandel, Public Works**

**SUMMARY:**

Contract with Gray and Osborne Inc (G&O) to provide design engineering services to prepare construction bid ready packages for the 48th Ave W Sewer Improvement Project.

**PRESENTER:**

Pradip Kandel, P.E., Engineer and David Mach, P.E., City Engineer

**ESTIMATED TIME:**

0

**BACKGROUND:**

This contract requires G&O to provide engineering design services to prepare construction ready bid documents for the 48th Ave W Sewer Improvement Project. The project will upgrade the City's sanitary sewer system and improve roadway conditions (pavement and lane striping) along 48th Ave W, between 200th St SW and 196th St SW.

The existing sanitary sewer main along this segment of 48th Ave W is undersized. The City's Comprehensive Plan identifies the need to upsize this pipe. The pipeline aspect will include replacement of approximately 1,200 linear feet of sewer pipeline and associated manholes between 200th St SW and 196th St SW.

In addition to the sewer improvements, the project will address deteriorated pavement conditions along 48th Ave W, which has been rated in poor condition and identified by the City's Street & Stormwater team and the public as a priority for safety and mobility improvements. The City and consultant will evaluate the pavement and subgrade to determine whether full replacement of roadway subgrade or repaving is needed.

The consultant will also explore lane striping reconfigurations, including the possibility of adding bike lanes on both sides of the street. Currently, a northbound bike lane exists alongside on-street parking and small traffic islands along this road. The evaluation will assess the feasibility of a southbound bike lane, possible layouts, and the impacts of potentially removing on-street parking (on one or both sides of the street). The Connect Lynnwood Plan

identified 48th Ave W as a key pedestrian/bicycle connection to the City Center Station and Interurban Trail. Conceptual alternatives will be developed and shared with the public through open house or other outreach to gather feedback and identify the most feasible and preferred design, consistent with the City’s goals for safety and multimodal access.

It is anticipated that design will be completed by the end of 2026 with construction occurring in 2027.

**SUGGESTED ACTION:**

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

**PREVIOUS COUNCIL ACTIONS:**

None

**FUNDING:**

The project is not paid from the General Fund, but will be funded by the Sewer Utility Fund (Fund 412).

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

**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 48<sup>th</sup> Ave W Sewer Improvement 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 replaces aging and undersized sewer pipe to meet current and future demand, reducing the risk of sewer backups and improving the overall reliability of the sanitary system for the public health and safety. The paving portion of the project will incorporate repaving to improve traffic flow. The multimodal transportation improvements will enhance traffic flow and improve bicycle/pedestrian safety. These outcomes support the City’s goals for a more connected, safe, and active community.

**DEPARTMENT ATTACHMENTS**

Description:

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**CITY COUNCIL**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

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**TITLE: Interlocal Agreement: Snohomish Regional Drug Task Force Cooperation**

**DEPARTMENT CONTACT: Julie Moore, Executive Office**

**SUMMARY:**

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

**PRESENTER:**

Julie Moore, Assistant City Administrator

**ESTIMATED TIME:**

0

**BACKGROUND:**

This interlocal agreement is between Snohomish County, and multiple jurisdictions to participate and cooperate in the Snohomish Regional Drug Task Force (SRDTF). The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources, and functions to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture. Lynnwood Chief of Police Cole Langdon serves on the SRDTF Executive Board. This interlocal agreement will continue our long-standing participation in the Snohomish County Regional Drug Task Force.

**SUGGESTED ACTION:**

Review and approve

**DEPARTMENT ATTACHMENTS**

Description:

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[2026-2027 SRDTF ILA \(FINAL\).pdf](#)

[2026-2027 SRDTF Jurisdiction Signature Page.pdf](#)

**INTERLOCAL AGREEMENT FOR SNOHOMISH REGIONAL DRUG TASK FORCE  
COOPERATION**

This INTERLOCAL AGREEMENT FOR THE SNOHOMISH REGIONAL DRUG TASK FORCE COOPERATION (this “Agreement”) is made and entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, and the following Municipal Corporations, municipal corporations of the State of Washington, and the State of Washington (collectively referred to as “Participating Jurisdiction”).

- |                       |                           |
|-----------------------|---------------------------|
| City of Arlington     | City of Mill Creek        |
| City of Bothell       | City of Monroe            |
| City of Brier         | City of Mountlake Terrace |
| City of Darrington    | City of Mukilteo          |
| City of Edmonds       | City of Snohomish         |
| City of Everett       | City of Stanwood          |
| City of Gold Bar      | City of Sultan            |
| City of Granite Falls | Washington State Patrol   |
| City of Index         |                           |
| City of Lake Stevens  |                           |
| City of Lynnwood      |                           |
| City of Marysville    |                           |

## **RECITALS**

- A. The Participating Agencies are public agencies as defined by Chapter 39.34 RCW and Chapter 10.93 RCW, and are authorized to enter interlocal agreements to provide for joint or cooperative actions to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and
- B. Drug trafficking and related crime occur throughout Snohomish County and the surrounding region. This criminal activity requires specially trained and equipped investigators and staff creating the demand for a coordinated regional response. The Participating Agencies believe these investigations and activities are most economically served by the formation of a regional drug task force (hereinafter Task Force)
- C. Through this Agreement the Participating Agencies intend to combine their respective investigative personnel to form a regional Task Force. The regional Task Force shall be specially structured, trained, and equipped to conduct drug trafficking and related criminal investigations within each Participating Agency's jurisdiction and the surrounding region.
- D. The Participating Agencies desire to achieve increased operational efficiencies and economies of scale by providing a mechanism for the sharing of material, personnel, knowledge, equipment, and training, all as more fully described by, and pursuant to the terms and conditions contained in this Agreement.

## **AGREEMENT**

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

**1. DEFINITIONS**

1.1 Participating Jurisdiction- Participating Jurisdiction means any municipal corporation, political subdivision of the state, or department or division of the state of Washington, that is a party to this agreement.

1.2 Contributing Jurisdiction- Contributing Jurisdiction means a Participating Jurisdiction that assigns at least one full-time employee to the Task Force.

**2. TERM**

2.1 Initial Term

The initial term of this Agreement shall govern the parties' performance beginning on January 1, 2026, (“Effective Date”) and continuing for two (2) years from the Effective Date of this Agreement, provided however that the parties’ obligations after December 31, 2026, are contingent upon local legislative appropriation of the necessary funds for this specific purpose per each parties’ Charter and applicable law. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by the parties, and (ii) either filed with the Snohomish County Auditor or posted on one of the party’s Interlocal Agreements webpages or other electronically retrievable public source.

2.2 Extensions

The term of this Agreement may be extended for up to two (2) additional terms of two (2) year terms (respectively, “First Additional Term” and “Second Additional Term”). Extension of the Agreement shall be automatic unless one of the parties provides written notice of withdrawal/termination as more fully described in Section 15 of this Agreement.

**3. ESTABLISHMENT AND PURPOSE OF THE SNOHOMISH REGIONAL DRUG TASK FORCE**

3.0 The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources, and functions to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture. The parties do not intend this Agreement to create a separate legal entity subject to suit.

3.1 Task Force goals are to:

- a. Reduce the number of drug traffickers in Snohomish County through professional investigation, apprehension, and conviction.
- b. Efficiently attack, disrupt, and prosecute individual(s) and organized mid to upper-level drug traffickers who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations.
- c. Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions, and the sharing of resources and information; and
- d. Address these issues with the foremost consideration of safety for both law enforcement and the community.

3.2 The Task Force will implement operations, including but not limited to the following.

- a. Development of intelligence,
- b. Target identification,
- c. Investigation,
- d. Arrest of Suspects,
- e. Successful prosecution of offenders, and

f. Asset forfeiture/disposition.

#### **4. SNOHOMISH REGIONAL DRUG TASK FORCE EXECUTIVE BOARD**

4.1 The parties hereby create the Snohomish Regional Drug Task Force Board (hereinafter referred to as the “Board”) to provide oversight and direction to the Task Force. Board members shall be comprised of the Chief of Police from each Contributing Jurisdiction. One “at-large” Chief of Police will be selected by a majority vote from the remaining Participating Jurisdictions.

Additional members of the Board shall be the Snohomish County Prosecutor, the City of Everett Attorney, and the Executive Director of the Northwest High-Intensity Drug Trafficking Area (“HIDTA”) Program. If a Participating Jurisdiction that has no personnel assigned to the Task Force as of the effective date of this Agreement assigns full-time personnel to the Task Force, the Chief of Police from that agency will be added as an Executive Board member after the full-time personnel has been assigned to the Task Force for three months.

4.2 The Snohomish County Sheriff shall serve as Chair of the Board.

4.3 The Board may adopt bylaws which include procedures for the appointment of alternate members to attend Board meetings in the absence of members. At the meetings, alternate members shall have the same rights as the appointing Board member. The Board shall have decision-making authority and will approve changes to standard operating procedures (“SOP”). The Board shall also evaluate the Task Force's performance and review the annual budget.

4.4 Voting

a. Any action taken by the Board under this Agreement shall be based on a simple majority of votes, weighted as described in (b), of Board members or alternate members present at the respective meeting.

b. Board member votes shall be allocated according to the number of full-time personnel the Contributing Jurisdiction contributes to the Task Force at the time of the vote. For example, if

the Snohomish County Sheriff provides six employees and the City of Lynnwood provides three, the Snohomish County Sheriff has six votes, and the City of Lynnwood has three. The At-large Chief of Police, the Snohomish County Prosecutor, the City of Everett City Attorney, and the Executive Director of the Northwest HIDTA have one vote each.

## **5. TASK FORCE ORGANIZATION**

5.1 The Task Force shall be organized according to the chart contained as Exhibit A, incorporated herein by this reference. Assigned Task Force personnel typically consist of a Task Force Commander, Lieutenant, Sergeants, Detectives or Agents, Deputy Prosecutor, and support personnel.

Task Force personnel shall be directed in their duties by the Task Force Commander (“Commander”). The Commander is an employee of Snohomish County. The selection of the Commander shall be conducted per Exhibit B, incorporated herein by this reference.

Appointment and removal of the Commander remains at the sole discretion of the Snohomish County Sheriff. Should the Sheriff choose to remove the Commander without cause, the Board must be consulted before action is taken.

5.2 Exhibit C, incorporated by this reference, sets forth the personnel currently assigned to the Task Force by each Contributing Jurisdiction. Nothing in this Agreement shall restrict the ability of any Contributing Jurisdiction to reassign personnel now or later assigned to the Task Force.

5.3 Contributing Jurisdiction Employees: Any employee assigned to the Task Force by a Contributing Jurisdiction shall remain, and be considered, an employee of the assigning Contributing Jurisdiction. Each Contributing Jurisdiction shall pay all costs associated with its employees when assigned to the Task Force. All rights,

duties, and obligations of the employer and the employee shall remain with the Contributing Jurisdiction. Each Contributing Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations applicable to its employees. When a Participating or Contributing Jurisdiction considers assigning a new or replacement personnel to the Task Force, the Task Force Commander may be allowed to give input regarding the selection.

5.4 Employees assigned to the Task Force are subject to and responsible for following the published Task Force policies and procedures. In the event of conflicting policies between the Task Force and the employing agency, the employing agency policy takes precedence.

5.5 At the Commander's discretion employees from Contributing Jurisdictions may be selected to fill any of the following positions: Detection Canine Handler, Financial Investigations, and Technology Investigation.

5.6 The Task Force will follow a management system for shared coordination and direction of personnel, financial, equipment, and technical resources, as stated in this Agreement.

## **6. DEVELOPMENT AND REVIEW OF STANDARD OPERATING PROCEDURES**

The Commander will develop and maintain all policies and standard operating procedures of the Task Force to be presented to the Board at any regular Board meeting. The Board maintains the responsibility to review and approve by affirmative vote before implementation. However, in the event of a change to policy in keeping with the best industry and safety standards or pursuant to a change in law, statute, or

code, the Commander may authorize the implementation of the change with notice given to the Board. The update to the policy must be voted upon at the next regularly scheduled meeting of the Board.

## **7. BUDGET AND FINANCE**

7.1 The 2026 Task Force budget is attached as Exhibit D, incorporated herein by reference. Each Participating Jurisdiction shall contribute funding to the Task Force as specified in Exhibit D.

7.2 The Sheriff's Office will annually review and revise the Task Force budget to provide a sufficient level of funding and total resource obligation for the following calendar year. The Task Force budget will be allocated to each Participating Jurisdiction on a proportional basis. Each Participating Jurisdiction's proportional share will be based on the Participating Jurisdiction's average population, as determined by the Washington State Office of Financial Management. Proposed increases to the Task Force budget exceeding 3% of any Participating Jurisdiction's funding obligation from the prior year must first be approved by the Board. Any special assessments to Participating Jurisdictions must be first approved by the Board.

7.3 Following the closure of each annual budget and not later than June 30 of each year, the Task Force Commander must submit a report to each Participating Jurisdiction reflecting a budget summary of all revenues from the previous year including the total amount of spending required to operate the Task Force, a summary of state and federal forfeitures and total receipts from the previous year.

7.4 No later than July 1 of each year, the Sheriff shall provide notice to each Participating Jurisdiction of the subsequent year's proposed Task Force budget, and each Participating Jurisdiction's proportional share.

7.5 Snohomish County shall maintain designated financial accounts to support Task Force operations. Except as modified by Section 7, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in the designated accounts. All real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.

7.6 Each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit D and to pay its funding share to Snohomish County as administrator of Task Force funds no later than March 1, of the year in which the funding is due.

7.7 Each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to drug enforcement activities and that no Task Force activity will supplant or replace any existing drug enforcement activities.

7.8 The Task Force shall reimburse Contributing Jurisdictions for actual overtime costs up to the annual federal overtime maximum for overtime work published by the U.S. Office of Personnel Management for overtime performed by a Contributing Jurisdiction detective(s) assigned to the Task Force. The Task Force's obligation to reimburse a Contributing Jurisdiction for overtime costs is contingent on the Task Force receiving federal funding for such purpose. If the Task Force does not receive federal funding for overtime, or the federal funding for overtime is depleted, any overtime compensation shall be the responsibility of the employing agency. A contributing Jurisdiction seeking reimbursement for overtime costs shall submit a properly executed voucher to the Sheriff's Office within 90-days of the accrual of the overtime.

## **8. GENERAL ADMINISTRATION**

8.1 Each Participating Jurisdiction agrees to provide Snohomish County with any documentation necessary to apply for, receive, or comply with any applicable grant requirements.

8.2 By executing this Agreement, each Participating Jurisdiction agrees to make any certified or other assurances required by any applicable grant agreement that is within its particular control and agrees to make all its records related to the Task Force available for inspection if required as a condition of receipt of grant funding.

8.3 Snohomish County is granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this Agreement must first be approved on motion of the Task Force Executive Board. By executing this Agreement, each Participating Jurisdiction agrees that, to administer the assets and resources available to the Task Force, no such agreement or contract may impose or waive liability concerning a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in Section 12 of this Agreement.

8.4 Any dispute arising under this Agreement will be forwarded to the Task Force Executive Board for resolution. The determination made by the Executive Board shall be final and conclusive between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in Section 13 of this Agreement.

## **9. ASSET FOFEITURE**

9.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by personnel assigned to the Task Force during the pendency of this Agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture

that is pursued in state court will be prosecuted in the name of Snohomish County, on behalf of the Task Force and its Participating Jurisdictions.

9.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this Agreement in compliance with state and federal law and Task Force procedures.

9.3 Federal Forfeiture.

- a. For purposes of receipt and processing of federal equitable sharing distributions, Snohomish County shall be designated as the fiduciary agency for the Task Force.
- b. Participating Jurisdictions must comply with federal Equitable Sharing Program guidelines and reporting requirements, including the requirements contained in the Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement, published by the Department of Justice and the Department of the Treasury.
- c. Snohomish County will submit request(s) to the federal government, on behalf of the Task Force, to obtain equitable sharing related to federal forfeitures.
- d. Participating Jurisdictions agree and understand that all proceeds from federal forfeitures of seized assets, which may be awarded to the County on behalf of the Task Force, will be retained by the County for Task Force operations and expenses.
- e. Except as allowed by Section 9.3(g), Participating Jurisdictions will not submit individual equitable sharing requests, nor will Participating Jurisdictions receive shared federal funds from Snohomish County.
- f. The Task Force may only use proceeds from federal seizures and forfeitures for law enforcement purposes, as defined by the United States Department of Justice.

g. If the Task Force initiates or participates in an investigation that results in a federal forfeiture of \$300,000 or more in net proceeds, each Participating Jurisdiction that participated in the investigation may file an individual request for equitable sharing under its agency code. The parties intend that each Participating Jurisdiction's equitable share will be the Participating Jurisdiction's Task Force participation percent at the time of the investigation, provided, however, the SCSO is entitled to claim an additional twenty-five percent (25%) to account for Task Force operation/administrative expenses. The parties acknowledge, however, that final determination of a Participating Jurisdiction's receipt and percentage allocation of federal forfeiture proceeds is within the discretionary authority of the Department of the Treasury or the Department of Justice, as applicable.

h. The Task Force Commander will notify an eligible Participating Agency of a federal forfeiture meeting the threshold outlined in Section 9.3(g) within 15 days of the forfeiture. A Participating Jurisdiction seeking an individual equitable share of the federal forfeiture must file its request no later than 45 days following the forfeiture unless an exemption applies.

#### 9.4 State Forfeiture.

a. The net monetary proceeds of each state asset forfeiture made by the Task Force shall be retained by the County for Task Force operations and expenses. If proceeds from state asset forfeitures exceed the amount necessary for Task Force operations and expenses, the excess state forfeiture proceeds shall be distributed to Contributing Jurisdictions in accordance with each Contributing Jurisdiction's participation percentage, listed in Exhibit D.

b. The Task Force may retain funds in an amount up to \$250,000 from the net proceeds of vehicle seizures for the acquisition of Task Force vehicles and related fleet costs.

c. Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW

69.50.505 shall use such assets in accordance with RCW 69.50.505

**10. EQUIPMENT REQUIREMENTS, MAINTENANCE AND OPERATION**

For purposes of this Agreement, the term “Equipment” shall refer to any materials, tools, machinery, equipment, supplies, facilities, or other personal property used in performing Task Force operations.

10.1 If any Equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.

10.2 Personnel assigned to the Task Force may use Equipment that is provided or acquired for Task Force purposes, as directed by the Task Force Commander.

10.3 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.

10.4 Upon termination of the Task Force, any Equipment acquired by the Task Force will be disposed of in accordance with applicable federal, state, or local requirements or this Agreement.

**11. COVENANT TO COOPERATE**

Each Participating Agency covenants to the other parties that it shall use good faith efforts to cooperate with the other parties in implementing the intent and furthering the goals of this Agreement.

**12. COMPLIANCE WITH LAWS**

The Participating Agencies shall exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction.

### 13. INDEMNIFICATION

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. A jurisdiction that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

Industrial Insurance. For purposes of indemnification only, the parties, by mutual negotiation, hereby waive, as respects the other parties, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

### 14. NOTIFICATION OF LAWSUITS

In the event that a lawsuit is brought against a Participating Agency, including its officers or employees, relating to its Task Force participation, performance or activities, it shall be the duty of that party to notify the other parties that said lawsuit has been initiated.

All claims against the state, or against the state's officers, employees, or volunteers, acting in such capacity, for damages arising out of tortious conduct, must be presented to the Office of Risk Management. A claim is deemed presented when the claim form is delivered in

person or by regular mail, registered mail, or certified mail, with return receipt requested, or as an attachment to email or by fax, to the office of risk management. All claims for damages must be presented on the standard tort claim form that is maintained by the office of risk management.

## **15. WITHDRAWAL/TERMINATION**

15.1 Notwithstanding any provisions of this Agreement, any party may withdraw from the Agreement by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any Equipment it has provided to the Task Force and shall be entitled to distributions under Section 10.3 of this Agreement with respect to asset forfeitures the Participating Jurisdiction participated in before the effective date of withdrawal.

15.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement or may reduce its scope of work and budget.

## **16. RECORDS**

16.1 All records relating to the performance of this Agreement shall be available for full inspection and copying by any Participating Agency. Records maintenance and retention shall be in accordance with the Standard Operating Procedures.

16.2 Each Participating Agency shall be responsible for retaining and producing the records it creates, owns, or uses, in accordance with applicable public records access and retention laws and regulations. Nothing in this section is intended to require a party to collect or produce records that are not prepared, owned, used, or retained by that agency as defined by the Public Records Act (Chapter 42.56 RCW).

**17. NOTICES/ADMINISTRATOR**

Any notice required or permitted to be given under this Agreement shall be in writing and shall specifically refer to this Agreement and be sent by (i) United States registered mail, return receipt requested, (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or UPS) that provides receipts to indicate delivery, (iii) by personal service, or by electronic e-mail (with proof of receipt). All such communications shall be addressed to the appropriate Administrator of this Agreement as follows:

To the County:

Snohomish County Sheriff  
Drug Task Force Commander  
3000 Rockefeller Ave. M/S 706  
Everett WA, 98201

If sent by electronic email to:

Email: [SSH-TFCommander@snoco.org](mailto:SSH-TFCommander@snoco.org)

Notices given to a Participating Jurisdiction will be addressed to the Chief of Police of the participating jurisdiction or as designated by the Participating Jurisdiction.

Any party hereto may, by reasonable notice to the other parties, designate such other address, or electronic email address, for the giving of notices as deemed necessary. All notices shall be deemed given on the day each notice is personally delivered, transmitted by electronic email, or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed within accordance of this section.

Any party hereto may, by reasonable notice to the other parties, designate such other address, or telephone number for the giving of notices as deemed necessary. All notices shall be deemed given on the day each such notice is personally delivered, transmitted

by facsimile (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

## **18. MISCELLANEOUS**

### **18.1 Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

### **18.2 Governing Law and Venue**

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

### **18.3 Interpretation**

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

#### 18.4 Severability

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

#### 18.5 No Waiver

A party's forbearance or delay in exercising any right or remedy with respect to a Default by another party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by any party of any particular Default constitute a waiver of any other Default or any similar future Default.

#### 18.6 Warranty of Authority

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

#### 18.7 Execution in Counterparts

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this Agreement, the Agreement, once filed or posted as specified in Section 3.0, shall be effective as between the parties that have executed the Agreement to the same extent as if no other parties had been named.

18.8 Modification

Participating Jurisdictions here to reserve the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing Participating Jurisdictions with the same formality as this Agreement.

18.9 Nondiscrimination

There shall be no discrimination against any employee or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

SNOHOMISH COUNTY:

Snohomish County, a political subdivision of the State of Washington

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Recommended for approval:

Approved as to Form:

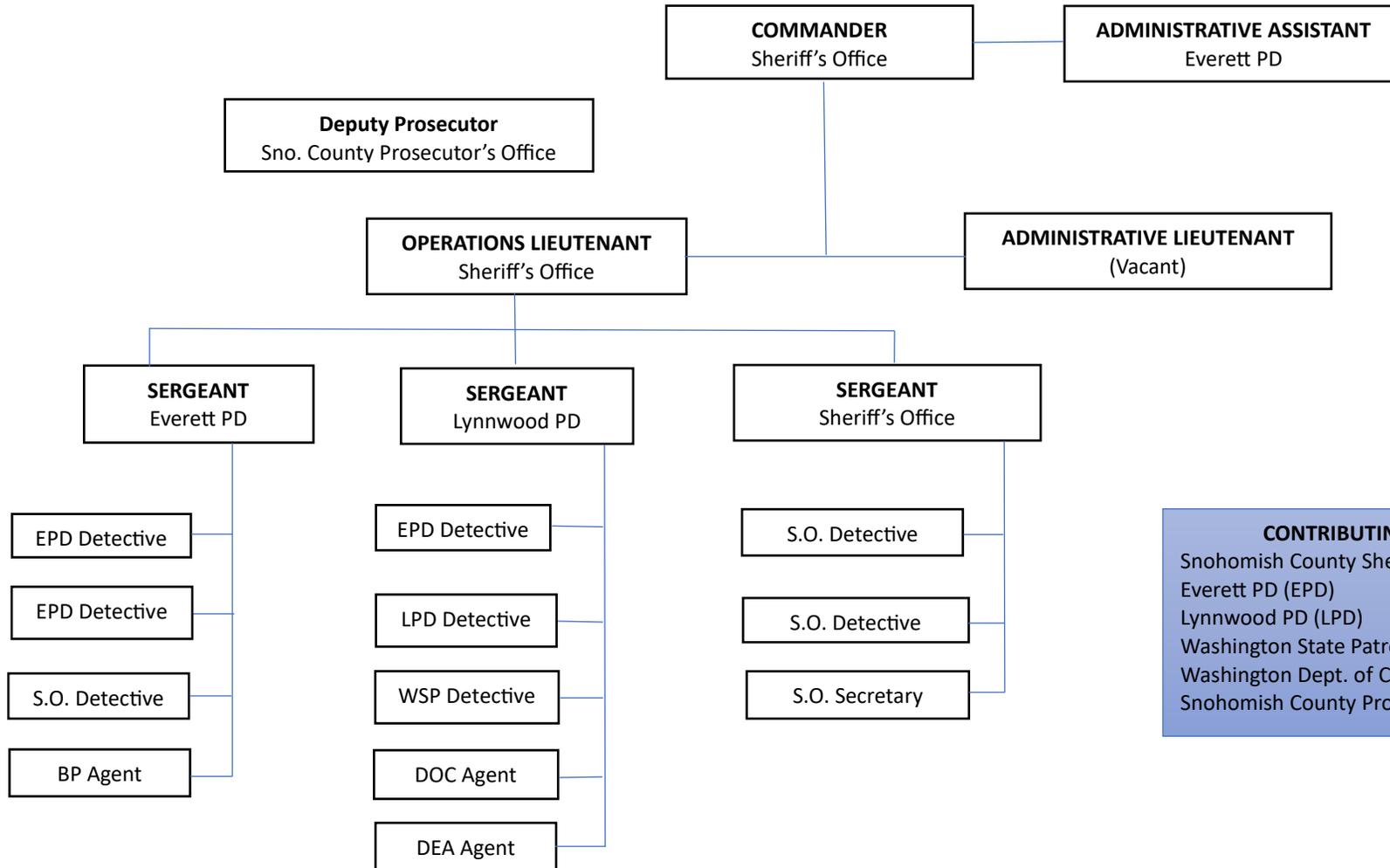
By \_\_\_\_\_  
Name: Susanna Johnson  
Title: Snohomish County Sheriff

\_\_\_\_\_  
Deputy Prosecuting Attorney

**SNOHOMISH REGIONAL DRUG TASK FORCE INTER-LOCAL AGREEMENT  
EXHIBIT A (January 01, 2026)**

**SRDTF Executive Board**

Snohomish County Sheriff (Chair), Everett Police Chief (Asst. Chair), Lynnwood Police Chief, Lake Steven Police Chief (At-Large), Director of NW-HIDTA,  
Snohomish County Prosecuting Attorney, City of Everett City Attorney



**CONTRIBUTING JURISDICTIONS:**  
 Snohomish County Sheriff's Office (S.O.)  
 Everett PD (EPD)  
 Lynnwood PD (LPD)  
 Washington State Patrol (WSP)  
 Washington Dept. of Corrections (DOC)  
 Snohomish County Prosecutor's Office

## EXHIBIT B

### Snohomish Regional Drug Task Force

#### Commander Selection

The Drug Task Force Commander is a management exempt (“at will”) employee of the Sheriff’s Office.

With the objective of selecting the best possible candidate for the position of Drug Task Force Commander, and ensuring the best fit into the organization, the Executive Board will recommend to the Sheriff three candidates to be considered for the position of Drug Task Force Commander. Candidates for the Drug Task Force Commander position must demonstrate a strong leadership skill set, the ability to build consensus, and direct the efforts of a multi-agency team to achieve established goals. He or she must meet the performance objectives set by the Executive Board and the Sheriff. The Sheriff will select the Drug Task Force Commander from the Executive Board’s three recommended candidates.

The Drug Task Force Commander’s initial commitment of service is four years, with the option of a year by year extension after that period. The Sheriff shall consult with the Executive Board before authorizing any extension of the Drug Task Force Commander’s service commitment.

**EXHIBIT C**

**Snohomish Regional Drug Task Force**

Personnel Assigned by Jurisdiction

January 1, 2026 – December 31, 2026

**EVERETT POLICE DEPARTMENT**

1 Sergeant	Everett PD
1 Detective	Everett PD- Vacant
1 Detective	Everett PD - Vacant
1 Detective	Everett PD - Vacant
1 Support Personnel	Everett PD

**FUNDING**

**SNOHOMISH COUNTY SHERIFF'S OFFICE**

1 Task Force Commander	Snohomish County Sheriff
1 Lieutenant	Snohomish County Sheriff
1 Sergeant	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff - Vacant
1 Detective	Snohomish County Sheriff - Vacant
1 Detective	Snohomish County Sheriff - Vacant
1 Support Staff	Snohomish County Sheriff

**FUNDING**

**LYNNWOOD POLICE DEPARTMENT**

1 Sergeant	Lynnwood PD
1 Detective	Lynnwood PD

**FUNDING**

**SNOHOMISH COUNTY PROSECUTOR'S OFFICE FUNDING**

1 Deputy Prosecutor

Snohomish County Prosecutor

**STATE OF WASHINGTON**

1 Detective

Washington State Patrol

1 Agent

Department of Corrections

<b>Agency</b>	<b>Participants</b>	<b>E-Board Vote</b>	<b>Pcnt.</b>	<b>Notes</b>
Everett PD	5	5	38.5%	
Snoh Co Sheriff's Off	6	6	46%	
Lynnwood PD	2	2	15.5%	
WSP	1	1		Fr. 10% WaSt Tx
DOC	1	1		Fr. 10% WaSt Tx
SC Pros Atty	1	1		
Evt City Atty	1	1		
NWHIDTA Dir	0	1		
At Large PD	0	1		
<b>TOTALS</b>	<b>17.5</b>	<b>19</b>	<b>100%</b>	

## EXHIBIT D

### Snohomish Regional Drug & Gang Task Force

[April 1, 2025, Population of Cities, Towns and Counties \(wa.gov\)](http://wa.gov)

JURISDICTION	POPULATION April 1, 2025	PERCENTAGE	2026 ALLOCATION AMOUNT
Arlington	23,080	2.64%	\$ 6,185.00
Bothell	20,420	2.34%	\$ 5,482.00
Brier	6,630	0.76%	\$ 1,780.00
Darrington	1,520	0.17%	\$ 398.00
Edmonds	43,510	4.98%	\$ 11,667.00
Everett	114,700	13.13%	\$ 30,760.00
Gold Bar	2,350	0.27%	\$ 633.00
Granite Falls	4,775	0.55%	\$ 1,288.00
Index	170	0.02%	\$ 47.00
Lake Stevens	42,180	4.82%	\$ 11,292.00
Lynnwood	42,540	4.87%	\$ 11,409.00
Marysville	74,640	8.65%	\$ 20,264.00
Mill Creek	21,630	2.48%	\$ 5,810.00
Monroe	20,960	2.40%	\$ 5,623.00
Mountlake Terrace	24,240	2.82%	\$ 6,606.00
Mukilteo	21,600	2.47%	\$ 5,786.00
Snohomish	10,500	1.20%	\$ 2,811.00
Stanwood	8,950	1.02%	\$ 2,390.00
Sultan	7,405	0.85%	\$ 1,991.00
Snohomish County	380,600	43.56%	\$ 102,049.00
<b>TOTALS:</b>	<b>873,800</b>	<b>100%</b>	<b>\$ 234,271.00</b>

Increase to TF Commanders' Salary  
2026 COLA increase of 5.00%  
Increase to TF Analyst Salary  
2026 COLA increase of 5.00%

**ATTEST:**

**APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:**

\_\_\_\_\_  
Title\_\_\_\_\_

Dated \_\_\_\_\_  
Jurisdiction of\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Jurisdiction Clerk

Dated\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jurisdiction Attorney

Dated\_\_\_\_\_

**CITY COUNCIL**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

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**TITLE: Bid Award: 40th Ave Tank Repairs**

**DEPARTMENT CONTACT: Michael Whaley, Public Works**

**SUMMARY:**

Contract with T Bailey, LLC for tanks repairs to the Lynnwood's 40th Ave Water Tank facility.

**PRESENTER:**

Mike Whaley, Project Manager and David Mach, City Engineer

**ESTIMATED TIME:**

0

**BACKGROUND:**

The City of Lynnwood owns and operates two (2) steel water storage tanks. Welding repair work is required for one of them to maintain normal operability.

The City issued an invitation to bid on November 4, 2025, with the Engineers Estimate for the project totaling \$131,393. This project falls below the threshold to low bid the contract work and allows the City to direct select a contractor. The total contract amount recommended for Council approval is \$146,213.00 which include the base bid amount of \$132,913.00 with an additional 10% construction contingency amount of \$13,300.00

**SUGGESTED ACTION:**

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

**PREVIOUS COUNCIL ACTIONS:**

None

**FUNDING:**

The project costs are not related to the General Fund.

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

This project is budgeted out of Fund 412.

**VISIONS AND PRIORITIES ALIGNMENT:**

The Lynnwood Community Vision state that the City is to “be a welcoming city that builds a healthy and sustainable environment.” The Water Tank Repair project supports that vision and results in important maintenance 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:

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**INTERLOCAL AGREEMENT FOR SNOHOMISH REGIONAL DRUG TASK FORCE  
COOPERATION**

This INTERLOCAL AGREEMENT FOR THE SNOHOMISH REGIONAL DRUG TASK FORCE COOPERATION (this “Agreement”) is made and entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, and the following Municipal Corporations, municipal corporations of the State of Washington, and the State of Washington (collectively referred to as “Participating Jurisdiction”).

- |                       |                           |
|-----------------------|---------------------------|
| City of Arlington     | City of Mill Creek        |
| City of Bothell       | City of Monroe            |
| City of Brier         | City of Mountlake Terrace |
| City of Darrington    | City of Mukilteo          |
| City of Edmonds       | City of Snohomish         |
| City of Everett       | City of Stanwood          |
| City of Gold Bar      | City of Sultan            |
| City of Granite Falls | Washington State Patrol   |
| City of Index         |                           |
| City of Lake Stevens  |                           |
| City of Lynnwood      |                           |
| City of Marysville    |                           |

## **RECITALS**

- A. The Participating Agencies are public agencies as defined by Chapter 39.34 RCW and Chapter 10.93 RCW, and are authorized to enter interlocal agreements to provide for joint or cooperative actions to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and
- B. Drug trafficking and related crime occur throughout Snohomish County and the surrounding region. This criminal activity requires specially trained and equipped investigators and staff creating the demand for a coordinated regional response. The Participating Agencies believe these investigations and activities are most economically served by the formation of a regional drug task force (hereinafter Task Force)
- C. Through this Agreement the Participating Agencies intend to combine their respective investigative personnel to form a regional Task Force. The regional Task Force shall be specially structured, trained, and equipped to conduct drug trafficking and related criminal investigations within each Participating Agency's jurisdiction and the surrounding region.
- D. The Participating Agencies desire to achieve increased operational efficiencies and economies of scale by providing a mechanism for the sharing of material, personnel, knowledge, equipment, and training, all as more fully described by, and pursuant to the terms and conditions contained in this Agreement.

## **AGREEMENT**

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

**1. DEFINITIONS**

1.1 Participating Jurisdiction- Participating Jurisdiction means any municipal corporation, political subdivision of the state, or department or division of the state of Washington, that is a party to this agreement.

1.2 Contributing Jurisdiction- Contributing Jurisdiction means a Participating Jurisdiction that assigns at least one full-time employee to the Task Force.

**2. TERM**

2.1 Initial Term

The initial term of this Agreement shall govern the parties' performance beginning on January 1, 2026, (“Effective Date”) and continuing for two (2) years from the Effective Date of this Agreement, provided however that the parties’ obligations after December 31, 2026, are contingent upon local legislative appropriation of the necessary funds for this specific purpose per each parties’ Charter and applicable law. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by the parties, and (ii) either filed with the Snohomish County Auditor or posted on one of the party’s Interlocal Agreements webpages or other electronically retrievable public source.

2.2 Extensions

The term of this Agreement may be extended for up to two (2) additional terms of two (2) year terms (respectively, “First Additional Term” and “Second Additional Term”). Extension of the Agreement shall be automatic unless one of the parties provides written notice of withdrawal/termination as more fully described in Section 15 of this Agreement.

**3. ESTABLISHMENT AND PURPOSE OF THE SNOHOMISH REGIONAL DRUG TASK FORCE**

3.0 The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources, and functions to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture. The parties do not intend this Agreement to create a separate legal entity subject to suit.

3.1 Task Force goals are to:

- a. Reduce the number of drug traffickers in Snohomish County through professional investigation, apprehension, and conviction.
- b. Efficiently attack, disrupt, and prosecute individual(s) and organized mid to upper-level drug traffickers who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations.
- c. Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions, and the sharing of resources and information;  
and
- d. Address these issues with the foremost consideration of safety for both law enforcement and the community.

3.2 The Task Force will implement operations, including but not limited to the following.

- a. Development of intelligence,
- b. Target identification,
- c. Investigation,
- d. Arrest of Suspects,
- e. Successful prosecution of offenders, and

f. Asset forfeiture/disposition.

#### **4. SNOHOMISH REGIONAL DRUG TASK FORCE EXECUTIVE BOARD**

4.1 The parties hereby create the Snohomish Regional Drug Task Force Board (hereinafter referred to as the “Board”) to provide oversight and direction to the Task Force. Board members shall be comprised of the Chief of Police from each Contributing Jurisdiction. One “at-large” Chief of Police will be selected by a majority vote from the remaining Participating Jurisdictions.

Additional members of the Board shall be the Snohomish County Prosecutor, the City of Everett Attorney, and the Executive Director of the Northwest High-Intensity Drug Trafficking Area (“HIDTA”) Program. If a Participating Jurisdiction that has no personnel assigned to the Task Force as of the effective date of this Agreement assigns full-time personnel to the Task Force, the Chief of Police from that agency will be added as an Executive Board member after the full-time personnel has been assigned to the Task Force for three months.

4.2 The Snohomish County Sheriff shall serve as Chair of the Board.

4.3 The Board may adopt bylaws which include procedures for the appointment of alternate members to attend Board meetings in the absence of members. At the meetings, alternate members shall have the same rights as the appointing Board member. The Board shall have decision-making authority and will approve changes to standard operating procedures (“SOP”). The Board shall also evaluate the Task Force's performance and review the annual budget.

4.4 Voting

a. Any action taken by the Board under this Agreement shall be based on a simple majority of votes, weighted as described in (b), of Board members or alternate members present at the respective meeting.

b. Board member votes shall be allocated according to the number of full-time personnel the Contributing Jurisdiction contributes to the Task Force at the time of the vote. For example, if

the Snohomish County Sheriff provides six employees and the City of Lynnwood provides three, the Snohomish County Sheriff has six votes, and the City of Lynnwood has three. The At-large Chief of Police, the Snohomish County Prosecutor, the City of Everett City Attorney, and the Executive Director of the Northwest HIDTA have one vote each.

## **5. TASK FORCE ORGANIZATION**

5.1 The Task Force shall be organized according to the chart contained as Exhibit A, incorporated herein by this reference. Assigned Task Force personnel typically consist of a Task Force Commander, Lieutenant, Sergeants, Detectives or Agents, Deputy Prosecutor, and support personnel.

Task Force personnel shall be directed in their duties by the Task Force Commander (“Commander”). The Commander is an employee of Snohomish County. The selection of the Commander shall be conducted per Exhibit B, incorporated herein by this reference.

Appointment and removal of the Commander remains at the sole discretion of the Snohomish County Sheriff. Should the Sheriff choose to remove the Commander without cause, the Board must be consulted before action is taken.

5.2 Exhibit C, incorporated by this reference, sets forth the personnel currently assigned to the Task Force by each Contributing Jurisdiction. Nothing in this Agreement shall restrict the ability of any Contributing Jurisdiction to reassign personnel now or later assigned to the Task Force.

5.3 Contributing Jurisdiction Employees: Any employee assigned to the Task Force by a Contributing Jurisdiction shall remain, and be considered, an employee of the assigning Contributing Jurisdiction. Each Contributing Jurisdiction shall pay all costs associated with its employees when assigned to the Task Force. All rights,

duties, and obligations of the employer and the employee shall remain with the Contributing Jurisdiction. Each Contributing Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations applicable to its employees. When a Participating or Contributing Jurisdiction considers assigning a new or replacement personnel to the Task Force, the Task Force Commander may be allowed to give input regarding the selection.

5.4 Employees assigned to the Task Force are subject to and responsible for following the published Task Force policies and procedures. In the event of conflicting policies between the Task Force and the employing agency, the employing agency policy takes precedence.

5.5 At the Commander's discretion employees from Contributing Jurisdictions may be selected to fill any of the following positions: Detection Canine Handler, Financial Investigations, and Technology Investigation.

5.6 The Task Force will follow a management system for shared coordination and direction of personnel, financial, equipment, and technical resources, as stated in this Agreement.

## **6. DEVELOPMENT AND REVIEW OF STANDARD OPERATING PROCEDURES**

The Commander will develop and maintain all policies and standard operating procedures of the Task Force to be presented to the Board at any regular Board meeting. The Board maintains the responsibility to review and approve by affirmative vote before implementation. However, in the event of a change to policy in keeping with the best industry and safety standards or pursuant to a change in law, statute, or

code, the Commander may authorize the implementation of the change with notice given to the Board. The update to the policy must be voted upon at the next regularly scheduled meeting of the Board.

## **7. BUDGET AND FINANCE**

7.1 The 2026 Task Force budget is attached as Exhibit D, incorporated herein by reference. Each Participating Jurisdiction shall contribute funding to the Task Force as specified in Exhibit D.

7.2 The Sheriff's Office will annually review and revise the Task Force budget to provide a sufficient level of funding and total resource obligation for the following calendar year. The Task Force budget will be allocated to each Participating Jurisdiction on a proportional basis. Each Participating Jurisdiction's proportional share will be based on the Participating Jurisdiction's average population, as determined by the Washington State Office of Financial Management. Proposed increases to the Task Force budget exceeding 3% of any Participating Jurisdiction's funding obligation from the prior year must first be approved by the Board. Any special assessments to Participating Jurisdictions must be first approved by the Board.

7.3 Following the closure of each annual budget and not later than June 30 of each year, the Task Force Commander must submit a report to each Participating Jurisdiction reflecting a budget summary of all revenues from the previous year including the total amount of spending required to operate the Task Force, a summary of state and federal forfeitures and total receipts from the previous year.

7.4 No later than July 1 of each year, the Sheriff shall provide notice to each Participating Jurisdiction of the subsequent year's proposed Task Force budget, and each Participating Jurisdiction's proportional share.

7.5 Snohomish County shall maintain designated financial accounts to support Task Force operations. Except as modified by Section 7, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in the designated accounts. All real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.

7.6 Each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit D and to pay its funding share to Snohomish County as administrator of Task Force funds no later than March 1, of the year in which the funding is due.

7.7 Each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to drug enforcement activities and that no Task Force activity will supplant or replace any existing drug enforcement activities.

7.8 The Task Force shall reimburse Contributing Jurisdictions for actual overtime costs up to the annual federal overtime maximum for overtime work published by the U.S. Office of Personnel Management for overtime performed by a Contributing Jurisdiction detective(s) assigned to the Task Force. The Task Force's obligation to reimburse a Contributing Jurisdiction for overtime costs is contingent on the Task Force receiving federal funding for such purpose. If the Task Force does not receive federal funding for overtime, or the federal funding for overtime is depleted, any overtime compensation shall be the responsibility of the employing agency. A contributing Jurisdiction seeking reimbursement for overtime costs shall submit a properly executed voucher to the Sheriff's Office within 90-days of the accrual of the overtime.

## **8. GENERAL ADMINISTRATION**

8.1 Each Participating Jurisdiction agrees to provide Snohomish County with any documentation necessary to apply for, receive, or comply with any applicable grant requirements.

8.2 By executing this Agreement, each Participating Jurisdiction agrees to make any certified or other assurances required by any applicable grant agreement that is within its particular control and agrees to make all its records related to the Task Force available for inspection if required as a condition of receipt of grant funding.

8.3 Snohomish County is granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this Agreement must first be approved on motion of the Task Force Executive Board. By executing this Agreement, each Participating Jurisdiction agrees that, to administer the assets and resources available to the Task Force, no such agreement or contract may impose or waive liability concerning a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in Section 12 of this Agreement.

8.4 Any dispute arising under this Agreement will be forwarded to the Task Force Executive Board for resolution. The determination made by the Executive Board shall be final and conclusive between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in Section 13 of this Agreement.

## **9. ASSET FOFEITURE**

9.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by personnel assigned to the Task Force during the pendency of this Agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture

that is pursued in state court will be prosecuted in the name of Snohomish County, on behalf of the Task Force and its Participating Jurisdictions.

9.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this Agreement in compliance with state and federal law and Task Force procedures.

9.3 Federal Forfeiture.

- a. For purposes of receipt and processing of federal equitable sharing distributions, Snohomish County shall be designated as the fiduciary agency for the Task Force.
- b. Participating Jurisdictions must comply with federal Equitable Sharing Program guidelines and reporting requirements, including the requirements contained in the Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement, published by the Department of Justice and the Department of the Treasury.
- c. Snohomish County will submit request(s) to the federal government, on behalf of the Task Force, to obtain equitable sharing related to federal forfeitures.
- d. Participating Jurisdictions agree and understand that all proceeds from federal forfeitures of seized assets, which may be awarded to the County on behalf of the Task Force, will be retained by the County for Task Force operations and expenses.
- e. Except as allowed by Section 9.3(g), Participating Jurisdictions will not submit individual equitable sharing requests, nor will Participating Jurisdictions receive shared federal funds from Snohomish County.
- f. The Task Force may only use proceeds from federal seizures and forfeitures for law enforcement purposes, as defined by the United States Department of Justice.

g. If the Task Force initiates or participates in an investigation that results in a federal forfeiture of \$300,000 or more in net proceeds, each Participating Jurisdiction that participated in the investigation may file an individual request for equitable sharing under its agency code. The parties intend that each Participating Jurisdiction's equitable share will be the Participating Jurisdiction's Task Force participation percent at the time of the investigation, provided, however, the SCSO is entitled to claim an additional twenty-five percent (25%) to account for Task Force operation/administrative expenses. The parties acknowledge, however, that final determination of a Participating Jurisdiction's receipt and percentage allocation of federal forfeiture proceeds is within the discretionary authority of the Department of the Treasury or the Department of Justice, as applicable.

h. The Task Force Commander will notify an eligible Participating Agency of a federal forfeiture meeting the threshold outlined in Section 9.3(g) within 15 days of the forfeiture. A Participating Jurisdiction seeking an individual equitable share of the federal forfeiture must file its request no later than 45 days following the forfeiture unless an exemption applies.

#### 9.4 State Forfeiture.

a. The net monetary proceeds of each state asset forfeiture made by the Task Force shall be retained by the County for Task Force operations and expenses. If proceeds from state asset forfeitures exceed the amount necessary for Task Force operations and expenses, the excess state forfeiture proceeds shall be distributed to Contributing Jurisdictions in accordance with each Contributing Jurisdiction's participation percentage, listed in Exhibit D.

b. The Task Force may retain funds in an amount up to \$250,000 from the net proceeds of vehicle seizures for the acquisition of Task Force vehicles and related fleet costs.

c. Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW

69.50.505 shall use such assets in accordance with RCW 69.50.505

**10. EQUIPMENT REQUIREMENTS, MAINTENANCE AND OPERATION**

For purposes of this Agreement, the term “Equipment” shall refer to any materials, tools, machinery, equipment, supplies, facilities, or other personal property used in performing Task Force operations.

10.1 If any Equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.

10.2 Personnel assigned to the Task Force may use Equipment that is provided or acquired for Task Force purposes, as directed by the Task Force Commander.

10.3 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.

10.4 Upon termination of the Task Force, any Equipment acquired by the Task Force will be disposed of in accordance with applicable federal, state, or local requirements or this Agreement.

**11. COVENANT TO COOPERATE**

Each Participating Agency covenants to the other parties that it shall use good faith efforts to cooperate with the other parties in implementing the intent and furthering the goals of this Agreement.

**12. COMPLIANCE WITH LAWS**

The Participating Agencies shall exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction.

### 13. INDEMNIFICATION

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. A jurisdiction that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

Industrial Insurance. For purposes of indemnification only, the parties, by mutual negotiation, hereby waive, as respects the other parties, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

### 14. NOTIFICATION OF LAWSUITS

In the event that a lawsuit is brought against a Participating Agency, including its officers or employees, relating to its Task Force participation, performance or activities, it shall be the duty of that party to notify the other parties that said lawsuit has been initiated.

All claims against the state, or against the state's officers, employees, or volunteers, acting in such capacity, for damages arising out of tortious conduct, must be presented to the Office of Risk Management. A claim is deemed presented when the claim form is delivered in

person or by regular mail, registered mail, or certified mail, with return receipt requested, or as an attachment to email or by fax, to the office of risk management. All claims for damages must be presented on the standard tort claim form that is maintained by the office of risk management.

## **15. WITHDRAWAL/TERMINATION**

15.1 Notwithstanding any provisions of this Agreement, any party may withdraw from the Agreement by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any Equipment it has provided to the Task Force and shall be entitled to distributions under Section 10.3 of this Agreement with respect to asset forfeitures the Participating Jurisdiction participated in before the effective date of withdrawal.

15.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement or may reduce its scope of work and budget.

## **16. RECORDS**

16.1 All records relating to the performance of this Agreement shall be available for full inspection and copying by any Participating Agency. Records maintenance and retention shall be in accordance with the Standard Operating Procedures.

16.2 Each Participating Agency shall be responsible for retaining and producing the records it creates, owns, or uses, in accordance with applicable public records access and retention laws and regulations. Nothing in this section is intended to require a party to collect or produce records that are not prepared, owned, used, or retained by that agency as defined by the Public Records Act (Chapter 42.56 RCW).

**17. NOTICES/ADMINISTRATOR**

Any notice required or permitted to be given under this Agreement shall be in writing and shall specifically refer to this Agreement and be sent by (i) United States registered mail, return receipt requested, (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or UPS) that provides receipts to indicate delivery, (iii) by personal service, or by electronic e-mail (with proof of receipt). All such communications shall be addressed to the appropriate Administrator of this Agreement as follows:

To the County:

Snohomish County Sheriff  
Drug Task Force Commander  
3000 Rockefeller Ave. M/S 706  
Everett WA, 98201

If sent by electronic email to:

Email: [SSH-TFCommander@snoco.org](mailto:SSH-TFCommander@snoco.org)

Notices given to a Participating Jurisdiction will be addressed to the Chief of Police of the participating jurisdiction or as designated by the Participating Jurisdiction.

Any party hereto may, by reasonable notice to the other parties, designate such other address, or electronic email address, for the giving of notices as deemed necessary. All notices shall be deemed given on the day each notice is personally delivered, transmitted by electronic email, or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed within accordance of this section.

Any party hereto may, by reasonable notice to the other parties, designate such other address, or telephone number for the giving of notices as deemed necessary. All notices shall be deemed given on the day each such notice is personally delivered, transmitted

by facsimile (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

## **18. MISCELLANEOUS**

### **18.1 Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

### **18.2 Governing Law and Venue**

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

### **18.3 Interpretation**

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

#### 18.4 Severability

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

#### 18.5 No Waiver

A party's forbearance or delay in exercising any right or remedy with respect to a Default by another party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by any party of any particular Default constitute a waiver of any other Default or any similar future Default.

#### 18.6 Warranty of Authority

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

#### 18.7 Execution in Counterparts

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this Agreement, the Agreement, once filed or posted as specified in Section 3.0, shall be effective as between the parties that have executed the Agreement to the same extent as if no other parties had been named.

18.8 Modification

Participating Jurisdictions here to reserve the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing Participating Jurisdictions with the same formality as this Agreement.

18.9 Nondiscrimination

There shall be no discrimination against any employee or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

SNOHOMISH COUNTY:

Snohomish County, a political subdivision of the State of Washington

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Recommended for approval:

Approved as to Form:

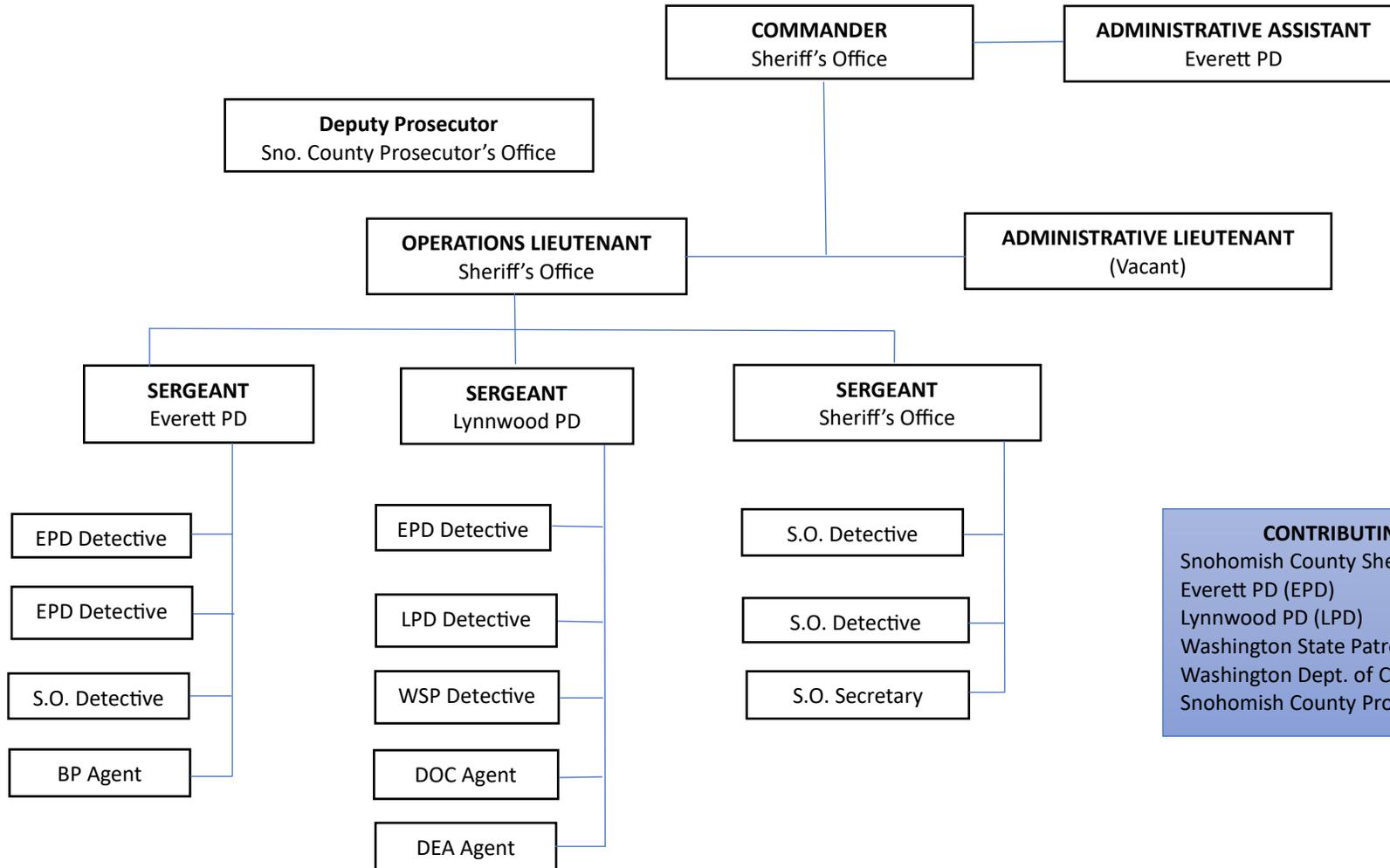
By \_\_\_\_\_  
Name: Susanna Johnson  
Title: Snohomish County Sheriff

\_\_\_\_\_  
Deputy Prosecuting Attorney

**SNOHOMISH REGIONAL DRUG TASK FORCE INTER-LOCAL AGREEMENT  
EXHIBIT A (January 01, 2026)**

**SRDTF Executive Board**

Snohomish County Sheriff (Chair), Everett Police Chief (Asst. Chair), Lynnwood Police Chief, Lake Steven Police Chief (At-Large), Director of NW-HIDTA,  
Snohomish County Prosecuting Attorney, City of Everett City Attorney



**CONTRIBUTING JURISDICTIONS:**  
 Snohomish County Sheriff's Office (S.O.)  
 Everett PD (EPD)  
 Lynnwood PD (LPD)  
 Washington State Patrol (WSP)  
 Washington Dept. of Corrections (DOC)  
 Snohomish County Prosecutor's Office

## EXHIBIT B

### Snohomish Regional Drug Task Force

#### Commander Selection

The Drug Task Force Commander is a management exempt (“at will”) employee of the Sheriff’s Office.

With the objective of selecting the best possible candidate for the position of Drug Task Force Commander, and ensuring the best fit into the organization, the Executive Board will recommend to the Sheriff three candidates to be considered for the position of Drug Task Force Commander. Candidates for the Drug Task Force Commander position must demonstrate a strong leadership skill set, the ability to build consensus, and direct the efforts of a multi-agency team to achieve established goals. He or she must meet the performance objectives set by the Executive Board and the Sheriff. The Sheriff will select the Drug Task Force Commander from the Executive Board’s three recommended candidates.

The Drug Task Force Commander’s initial commitment of service is four years, with the option of a year by year extension after that period. The Sheriff shall consult with the Executive Board before authorizing any extension of the Drug Task Force Commander’s service commitment.

**EXHIBIT C**

**Snohomish Regional Drug Task Force**

Personnel Assigned by Jurisdiction

January 1, 2026 – December 31, 2026

**EVERETT POLICE DEPARTMENT**

1 Sergeant	Everett PD
1 Detective	Everett PD- Vacant
1 Detective	Everett PD - Vacant
1 Detective	Everett PD - Vacant
1 Support Personnel	Everett PD

**FUNDING**

**SNOHOMISH COUNTY SHERIFF'S OFFICE**

1 Task Force Commander	Snohomish County Sheriff
1 Lieutenant	Snohomish County Sheriff
1 Sergeant	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff - Vacant
1 Detective	Snohomish County Sheriff - Vacant
1 Detective	Snohomish County Sheriff - Vacant
1 Support Staff	Snohomish County Sheriff

**FUNDING**

**LYNNWOOD POLICE DEPARTMENT**

1 Sergeant	Lynnwood PD
1 Detective	Lynnwood PD

**FUNDING**

**SNOHOMISH COUNTY PROSECUTOR'S OFFICE FUNDING**

1 Deputy Prosecutor

Snohomish County Prosecutor

**STATE OF WASHINGTON**

1 Detective

**FUNDING**

Washington State Patrol

1 Agent

Department of Corrections

<b>Agency</b>	<b>Participants</b>	<b>E-Board Vote</b>	<b>Pcnt.</b>	<b>Notes</b>
Everett PD	5	5	38.5%	
Snoh Co Sheriff's Off	6	6	46%	
Lynnwood PD	2	2	15.5%	
WSP	1	1		Fr. 10% WaSt Tx
DOC	1	1		Fr. 10% WaSt Tx
SC Pros Atty	1	1		
Evt City Atty	1	1		
NWHIDTA Dir	0	1		
At Large PD	0	1		
<b>TOTALS</b>	<b>17.5</b>	<b>19</b>	<b>100%</b>	

## EXHIBIT D

### Snohomish Regional Drug & Gang Task Force

[April 1, 2025, Population of Cities, Towns and Counties \(wa.gov\)](http://wa.gov)

JURISDICTION	POPULATION April 1, 2025	PERCENTAGE	2026 ALLOCATION AMOUNT
Arlington	23,080	2.64%	\$ 6,185.00
Bothell	20,420	2.34%	\$ 5,482.00
Brier	6,630	0.76%	\$ 1,780.00
Darrington	1,520	0.17%	\$ 398.00
Edmonds	43,510	4.98%	\$ 11,667.00
Everett	114,700	13.13%	\$ 30,760.00
Gold Bar	2,350	0.27%	\$ 633.00
Granite Falls	4,775	0.55%	\$ 1,288.00
Index	170	0.02%	\$ 47.00
Lake Stevens	42,180	4.82%	\$ 11,292.00
Lynnwood	42,540	4.87%	\$ 11,409.00
Marysville	74,640	8.65%	\$ 20,264.00
Mill Creek	21,630	2.48%	\$ 5,810.00
Monroe	20,960	2.40%	\$ 5,623.00
Mountlake Terrace	24,240	2.82%	\$ 6,606.00
Mukilteo	21,600	2.47%	\$ 5,786.00
Snohomish	10,500	1.20%	\$ 2,811.00
Stanwood	8,950	1.02%	\$ 2,390.00
Sultan	7,405	0.85%	\$ 1,991.00
Snohomish County	380,600	43.56%	\$ 102,049.00
<b>TOTALS:</b>	<b>873,800</b>	<b>100%</b>	<b>\$ 234,271.00</b>

Increase to TF Commanders' Salary  
2026 COLA increase of 5.00%  
Increase to TF Analyst Salary  
2026 COLA increase of 5.00%