CITY COUNCIL MEETING AGENDA

City of Lake Stevens Vision Statement

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

April 12, 2022 - 6:00 PM
REMOTE ACCESS ONLY – VIA ZOOM
Join Zoom Meeting: https://us02web.zoom.us/j/89041974975
or call in at (253) 215-8782 Meeting ID 89041974975

1.	**Call to Order**		Mayor
2.	**Pledge of Allegiance**		Mayor
3.	**Roll Call**		
4.	**Approval of Agenda**		Council President
5.	**Guest Business**		
	A.	2022 Legislative Session Debrief	Doug Levy
6.	**Citizen Comments**		
7.	**Council Business**		Council President
8.	**Mayor's Business**		
9.	**City Department Report**		
10.	**Consent Agenda**		
	A.	2022 Vouchers	Barb Stevens
	B.	City Council Meeting Minutes of March 8, 2022	Kelly Chelin
	C.	City Council Meeting Minutes of March 22, 2022	Kelly Chelin
	D.	City Council Meeting Minutes of April 5, 2022	Kelly Chelin
	E.	Supplemental Agreement No.2 to Professional Services Agreement Between City of Lake Stevens and Aquatechnex LLC	Shannon Farrant
	F.	Resolution 2022-03 Amending Resolution 2021-15, the Use of ARPA Funds	Barb Stevens
	G.	Ordinance 1137 - Chapter 2.34 Emergency Management	Maximilian Roth, Anya Warrington

H. Resolution 2022-04 - Accepting a Cash Donation from Snohomish Valley Roofing, Inc. — Jeffrey Beazizo

11. Adjourn

THE PUBLIC IS INVITED TO ATTEND

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

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

2022 Session of the Washington State Legislature Recap/Report for Lake Stevens City Council

Tuesday, April 12, 2022

Doug Levy/Outcomes By Levy, LLC

Session Overview

- We thought we were done with "virtual" Sessions – we were wrong!
- Legislature receives big boost from almost-unprecedented growth in Operating Budget revenues (+$12 billion over four-year outlook) – benefits spread across all three (3) budgets
- Activist Legislature – 303 bills passed to Governor – six (6) vetoed, 12 partial vetoes
- Several major budget and policy initiatives –
  - Move Ahead WA – a different, bigger, greener type of transportation package
  - Substantial investments in affordable housing, homelessness prevention
  - Long-term care tax put on 18-month hold, exemptions added
  - Gun safety – SB 5078 ban on high-capacity magazines, HB 1630 prohibiting open carry of weapons in public places
  - Important clarifications to 2021 policing reform bills
  - Major commitment on behavioral health side
  - A variety of climate bills – energy efficiency, clean tech, organic food waste, solar power

Big Picture for Cities, Local Governments

Nearly all positive

- Operating Budget protects and increase "state-shared" revenues, bumps up marijuana excise tax distributions to cities/counties, funding public safety, growth management, utility assistance
- Clarifications to 2021 policing reform bills as flagged above
- Transportation Package – thumbs up on finishing major corridors, funding transit and bike/ped – but diversion of some Public Works Trust Fund dollars and minimal help for local M&O
- Robust supplemental capital budget -- $650 million in transfer from Operating
- Continued progress on affordable housing and rental assistance – well over $500M invested
- Overly prescriptive "missing middle" and ADU bills headed off – no truly "bad bills"

Big-Picture for Cities/Local Governments

It's never worry-free!

- On housing density, legislators too eager to steer toward mandates and prescriptions, rather than flexibility
- New revenue and revenue tools few and far between – fix to 1 percent property tax limit never seriously considered, little in across-the-board relief
- State infrastructure elbows local infrastructure out of the way in transportation package
- AWC's list of legislative priorities and pro/con: City Legislative Priorities (wacities.org)

So how did Lake Stevens do?

A very good session! (Star good, check-mark not so much)

- **Transportation Package – actively support passage of a transportation revenue package during the 2022 Session:** Done through **ESSB 5974** and **SSB 5975** – Move Ahead Washington – 16-year, $16.9 billion package. Great on many fronts, but PWTF diversion and lack of local M&O funding

- **Transportation Projects – U.S. 2 Trestle:** Substantial down-payment on project with $210.54 million allocation, $3 million in first year to evaluate multi-modal options. All but assures this project will happen

- **Transportation Projects – 20th Street NE & Main Intersection; Phase 2 of South Lake Stevens Road Multi-Use Trail; 16th Street NE/Centennial Trail Connector:** $3 million for South Lake Stevens Road multi-use trail, $2.5 million for 16th Street NE/Centennial Trail Connector. (*Seeking federal dollars for 20th and Main*)

- **Transportation – Direct Distribution of new gas tax funds, increased grant program funding, local options:** The good stuff – some additional TBD authority (1/10th), $80 million M&O for cities via TIB, discretionary authority on traffic-safety cameras. Not-so-good – no direct distribution, local options minimized, limited help with direct M&O dollars
  - ✓ **Fiscal Matters – Idea of 1 percent local option excise tax (HB 1933) and Revenue Relief and Flexibility:** We received a hearing on **HB 1933** and sparked a conversation, but no bill. On revenue relief, final budget = +$5.2 million marijuana excise tax distributions, +$11M liquor excise tax
  - ✓ **Quality of Life - $250,000 for emergency repairs to Cedarwood Clubhouse:** Disappointingly omitted in final Capital Budget. Made good progress on positioning for 2023-25, and seeking federal dollars

- **Public Safety/Law Enforcement – providing victims of malicious "doxing" with a civil cause of action remedy – SB 5881, SB 5628:** Doxing bill (**SB 5881**) did no move, but separate cyber-harassment bill (**ESSB 5628**) passed unanimously off the Senate Floor and has helpful language provisions for us.

- **Public Safety/Law Enforcement -- technical fixes to policing reform bills:** Passage of **ESHB 2037** to address "Terry Stops" issue plus **HB 1735, HB 1719.** No resolution on vehicle pursuits

Some Thank-Yous – "It Takes a Village"

- **Mayor and City Council** – Mayor frequent meetings and testimony, Council President Ewing on Move Ahead WA, Councilmember Dickinson on Capital ask
- **Our Lawmakers** – Members from 44th assisted us in several ways, as did key Committee Chairs – Mayor sent out a series of TY letters
- **Staff** – I greatly appreciate all the cooperation and collaboration with staff who chimed in with testimony (*thank you Jill Meis*!), reviewed bills, and much more. Appreciated!

Looking Ahead

Some Key Next-Steps and To-Do Items

- Redistricting – We go from 44th to 39th LD
- Very competitive election cycle could change composition of State House especially
- Several significant retirements – House Majority Leader Pat Sullivan, Rep. Mike Sells, Rep. Emily Wicks, etc.
- Funding opportunities/tools – Capital Budget, Move Ahead WA – some grants to evaluate -- + federal funding submittals
- Federal funding distribution from IIJA – Legislatively-directed Task Force to determine
- Comprehensive Session Report – Overview, how did we do, bills passed/didn't pass, key implementation items, funding opportunities, task forces/studies/work groups.
- Always available to assist as you need me – regular contact with Mayor and Staff

Thank You!

BLANKET VOUCHER APPROVAL

2022

Payroll Direct Deposits	**3/25/2022, 04/08/2022**	**$556,158.49**
Payroll Checks	**55391, 55398**	**$3,778.63**
Electronic Funds Transfers	**ACH**	**$173,998.86**
Claims	**55392-55397, 55399-55503**	**$925,071.79**
Void Checks		
Total Vouchers Approved:		**$1,659,007.77**

This 12th day of April 2022

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

Finance Director/Auditing Officer, Barb Stevens

Mayor, Brett Gailey

April 12, 2022

City expenditures by type for this voucher packet			
Personnel Costs	$	559,937	34%
Payroll Federal Taxes	$	99,560	6%
Retirement Benefits - Employer	$	60,279	4%
Other Employer Paid Benefits	$	881	0%
Employee Paid Benefits	$	12,908	1%
Supplies	$	88,414	5%
Professional Services	$	284,830	17%
Refunds	$	3,372	0%
Capital *	$	548,828	33%
Total	**$**	**1,659,008**	**100%**

Large Purchases

* Festival Street Project 20006 - $389,425
* 24th St SE/91st Ave SE Construction Admin - $10,667
* On-Call Restroom/Concession Building Design - $11,785
* 91st Ave SE Ext/Water Line Relocation - $117,776

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 03/17/2022 - 04/06/2022

Total for Period
$1,099,070.65

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
4imprint Inc	22513151	001 005 518 10 31 00	HR-Office Supplies	Retractable Banner for Job Fair	55399	$207.17
					55399 Total	$207.17
Alexander Printing Co Inc	72000	001 004 514 23 31 00	FI-Office Supplies	Window Envelopes 500	55400	$168.18
					55400 Total	$168.18
Alford	031922 ALFORD	001 000 382 10 00 01	The Mill - Deposit	LS22-Alford The Stack Rental 03/19/22 Deposit Refund	55401	$100.00
					55401 Total	$100.00
Amazon Capital Services	1DCD-61PH-WYPR	001 008 521 20 31 00	LE-Office Supplies	Cards	55402	$65.38
Amazon Capital Services	1DHK-YQ4C-4413	001 008 521 20 31 00	LE-Office Supplies	Allen Wrench Door Keys	55402	$23.29
Amazon Capital Services	1QCR-DLFT-QWK4	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Running Boards PD Vehicle	55402	$255.02
Amazon Capital Services	1QG4-QVWL-QYRW	001 008 521 20 31 00	LE-Office Supplies	Silverware	55402	$28.32
Amazon Capital Services	1WCF-4FNR-J6C9	520 008 594 21 63 00	Vehicles - Capital Equip	Binoculars/Tactical Backpack	55402	$324.86
Amazon Capital Services	1WCF-4FNR-J6C9	001 008 521 20 31 02	LE-Minor Equipment	Panasonic Port Replicators (4)	55402	$1,227.41
Amazon Capital Services	1WCF-4FNR-J6C9	001 008 521 20 31 00	LE-Office Supplies	Portable Bluetooth Speaker	55402	$37.11
Amazon Capital Services	1WCQ-RFRN-R3KC	001 008 521 20 31 00	LE-Office Supplies	Management Books	55402	$64.45
					55402 Total	$2,025.84
Amazon Capital Services	14JT-NCDK-4QT4	101 016 544 90 31 02	ST-Operating Cost	Assorted Plastic Plugs for Auto/Sheet Metal	55403	$20.32
Amazon Capital Services	1DVJ-DNLH-166H	001 007 558 50 31 00	PL-Office Supplies	Keyboard/Mouse Combo	55403	$70.84
Amazon Capital Services	1FC4-GD4W-G417	001 013 518 20 31 00	GG-Operating Costs	Oven Tray	55403	$24.96
Amazon Capital Services	1FJ6-9W1J-DRXP	001 010 576 80 31 00	PK-Operating Costs	Microsoft Arc Mouse	55403	$20.70
Amazon Capital Services	1FJ6-9W1J-DRXP	101 016 544 90 31 01	ST-Office Supplies	Microsoft Arc Mouse	55403	$20.71
Amazon Capital Services	1FJ6-9W1J-DRXP	410 016 531 10 31 01	SW - Office Supplies	Microsoft Arc Mouse	55403	$20.71
Amazon Capital Services	1GWG-VYN4-7LHQ	001 006 518 80 31 00	IT-Office Supplies	Keyboard/Mouse Combo	55403	$59.94
Amazon Capital Services	1LXM-MJLP-976Q	001 005 518 10 31 00	HR-Office Supplies	ID Card Holders/Desk Organizer Set/Card Printer Ink	55403	$111.48
Amazon Capital Services	1MJ3-MTG1-DF9G	001 001 511 60 31 00	Legislative - Operating Costs	Water for Council Mtgs/Cable Organizer Boxes	55403	$92.51
Amazon Capital Services	1NJK-FW4R-DLJJ	001 010 576 80 31 00	PK-Operating Costs	Microsoft Arc Mouse	55403	$25.78
Amazon Capital Services	1NJK-FW4R-DLJJ	101 016 544 90 31 02	ST-Operating Cost	Microsoft Arc Mouse	55403	$25.78
Amazon Capital Services	1NJK-FW4R-DLJJ	410 016 531 10 31 02	SW - Operating Costs	Microsoft Arc Mouse	55403	$25.79
Amazon Capital Services	1NVC-XWRM-PV71	001 010 576 80 31 00	PK-Operating Costs	Webcams (3)	55403	$93.60
Amazon Capital Services	1NVC-XWRM-PV71	101 016 544 90 31 01	ST-Office Supplies	Webcams (3)	55403	$93.59
Amazon Capital Services	1NVC-XWRM-PV71	410 016 531 10 31 01	SW - Office Supplies	Webcams (3)	55403	$93.59
Amazon Capital Services	1QQH-L3GV-9XFP	001 010 576 80 31 00	PK-Operating Costs	Wall Calendars	55403	$24.30
Amazon Capital Services	1QQH-L3GV-9XFP	101 016 544 90 31 01	ST-Office Supplies	Wall Calendars	55403	$24.30
Amazon Capital Services	1QQH-L3GV-9XFP	410 016 531 10 31 01	SW - Office Supplies	Wall Calendars	55403	$24.30
Amazon Capital Services	1QVJ-KP6K-3PG7	001 013 518 20 31 00	GG-Operating Costs	Check Scanner Cleaning Card	55403	$33.78
Amazon Capital Services	1W6C-FDRR-HGTL	001 010 576 80 31 00	PK-Operating Costs	Geocache Stickers/Vinyl Decals	55403	$21.22
Amazon Capital Services	1XR7-CR4K-CPXH	001 007 558 50 31 02	PL-Permit Related Op. Costs	Wireless Keyboard/Mouse Combo (2)	55403	$119.88
					55403 Total	$1,048.08
Artisan Finishing Systems Inc	50621	101 016 542 70 31 01	ST-Beautification Street Signs	Wood Grain Imaging Applied on Steel	55404	$1,096.88
					55404 Total	$1,096.88
Bankers Auto Rebuild and Towing	7235	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Towing Services PT-19-81	55405	$137.63
					55405 Total	$137.63
Barnes	042122 BARNES	001 008 521 20 43 00	LE-Travel & Per Diem	First Responder Wellness Training Newport Beach CA - Meals Barnes	55406	$110.00
					55406 Total	$110.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Brummett Inc	19005	001 008 521 50 30 00	LE-Facilities Supplies	Plaque - Brooks	55407	$197.64
Brummett Inc	19025	001 005 518 10 31 00	HR-Office Supplies	Name Badges - Good/Rose/Roth	55407	$55.86
Brummett Inc	19026	001 008 521 20 41 00	LE-Professional Services	Plates/Plaques - Brooks	55407	$136.15
					55407 Total	**$389.65**
Cadman Materials Inc	5824781	410 016 531 10 31 02	SW - Operating Costs	Street Sweeping Disposal	55408	$1,824.33
					55408 Total	**$1,824.33**
Canon Financial Services Inc	28218797	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Lease CH Admin	55409	$285.26
Canon Financial Services Inc	28218799	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Lease CH Planning/Building	55409	$76.91
Canon Financial Services Inc	28218799	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Lease CH Planning/Building	55409	$76.91
Canon Financial Services Inc	28218799	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Lease CH Planning/Building	55409	$76.91
Canon Financial Services Inc	28248447	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Lease PW Upstairs	55409	$11.39
Canon Financial Services Inc	28248447	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Lease PW Upstairs	55409	$11.38
Canon Financial Services Inc	28248447	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Lease PW Upstairs	55409	$11.38
					55409 Total	**$550.14**
Castano	011422 CASTANO	001 000 382 10 00 01	The Mill - Deposit	LS21-Castano Hartford Hall Rental 01/14/22 Deposit Refund	55410	$250.00
					55410 Total	**$250.00**
CDW Government Inc	N192168	001 003 514 20 31 00	CC-Office Supply	Reissue CK #54605 Lenovo Monitor	55392	$206.69
CDW Government Inc	N516772	520 008 594 21 63 00	Vehicles - Capital Equip	Reissue CK #54605 2022 Vehicle Console/Brackets/Printers	55392	$2,899.24
CDW Government Inc	N705103	510 006 518 80 49 13	LR - Firewall Security Subscri	Reissue CK #54605 Watchguard Security Renewal	55392	$2,514.73
					55392 Total	**$5,620.66**
CDW Government Inc	T158500	510 006 518 80 49 03	LR - Adobe Pro	Adobe Acro Pro	55411	$533.56
CDW Government Inc	T298220	510 006 518 80 31 00	Purchase Computer Equipment	Panasonic Toughbooks (4)	55411	$16,033.86
CDW Government Inc	T674386	520 008 594 21 63 00	Vehicles - Capital Equip	Havis Double Cup Holders for 2022 PD Vehicles	55411	$152.61
					55411 Total	**$16,720.03**
Cintas Loc 460	4113767009	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	55412	$119.78
Cintas Loc 460	4113767009	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	55412	$119.78
Cintas Loc 460	4113767009	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	55412	$119.77
Cintas Loc 460	4114453828	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	55412	$119.78
Cintas Loc 460	4114453828	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	55412	$119.78
Cintas Loc 460	4114453828	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	55412	$119.77
					55412 Total	**$718.66**
City of Everett	I22001722	410 016 531 10 41 01	SW - Professional Services	Fecal Coliform Analysis	55413	$330.00
City of Everett	I22001819	001 008 554 30 41 00	LE-Animal Control	Animal Control Services 02-2022	55413	$705.00
					55413 Total	**$1,035.00**
City of Marysville	POLIN 22-0008	001 008 523 60 41 00	LE-Jail	Prisoner Housing 02-2022	55414	$1,304.39
					55414 Total	**$1,304.39**
ClearGov Inc	2022-11688	510 006 518 80 49 43	LR - ClearGov	ClearGov Transparency Suite Renewal 03/31/22 thru 03/30/23	55415	$5,995.00
					55415 Total	**$5,995.00**
Colacurcio Brothers Inc	PE 4 FESTIVAL	304 016 595 30 60 03	Festival Street/Mill Spur	Festival Street Project 20006	55416	$176,963.09
Colacurcio Brothers Inc	PE 5 FESTIVAL	304 016 595 30 60 03	Festival Street/Mill Spur	Festival Street Project 20006	55416	$212,462.30
					55416 Total	**$389,425.39**
Crystal Springs	5249844 040122	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall	55417	$35.50
Crystal Springs	5249844 040122	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall	55417	$35.50
Crystal Springs	5249844 040122	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall	55417	$88.64
Crystal Springs	5249844 040122	101 016 544 90 31 02	ST-Operating Cost	Bottled Water - PW Shop	55417	$28.75
Crystal Springs	5249844 040122	410 016 531 10 31 02	SW - Operating Costs	Bottled Water - PW Shop	55417	$28.75
					55417 Total	**$217.14**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
DataQuest LLC	17858	001 003 514 20 41 00	CC-Professional Services	Background Checks	55418	$33.50
DataQuest LLC	17858	001 007 558 50 41 00	PL-Professional Servic	Background Checks	55418	$353.50
DataQuest LLC	17858	001 013 518 20 41 00	GG-Professional Service	Background Checks	55418	$79.50
DataQuest LLC	17858	101 016 542 30 41 02	ST-Professional Service	Background Checks	55418	$39.75
DataQuest LLC	17858	410 016 531 10 41 01	SW - Professional Services	Background Checks	55418	$39.75
					55418 Total	**$546.00**
David Evans and Associates Inc	504511	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 21-12 Smith Townhomes	55419	$924.00
David Evans and Associates Inc	504512	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - Soper Hill Comm Task Order 21-14 Amend 3	55419	$2,818.70
David Evans and Associates Inc	504514	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - White Barn Comm Task Order 21-18	55419	$1,480.80
David Evans and Associates Inc	504515	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 22-01 Dunham Heights	55419	$2,696.40
David Evans and Associates Inc	504517	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 22-02 MSR LS Development	55419	$3,331.50
David Evans and Associates Inc	506172	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - Soper Hill Comm Task Order 21-14 Amend 3	55419	$2,107.70
David Evans and Associates Inc	506173	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 22-03 Stillwater BLA	55419	$1,081.10
David Evans and Associates Inc	506174	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 22-04 Hisey Plat	55419	$2,503.30
David Evans and Associates Inc	506200	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 21-13 Westlake Townhomes Task Order 21-13	55419	$956.70
					55419 Total	**$17,900.20**
Davido Consulting Group Inc	40660	411 016 594 31 60 07	Wier Replacement Scope Design	Outlet Strategic Planning Engineering Services	55420	$8,397.50
					55420 Total	**$8,397.50**
Day Wireless Systems	INV718215	001 008 521 20 41 01	LE-Professional Serv-Fixed	Certify SMD Units/Tuning Fork Bags	55421	$2,225.78
Day Wireless Systems	INV718270	001 008 521 20 41 01	LE-Professional Serv-Fixed	Certify SMD Units	55421	$175.68
					55421 Total	**$2,401.46**
Dept of Licensing	031922 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 03/13/22 thru 03/19/22	55422	$414.00
Dept of Licensing	032622 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 03/20/22 thru 03/26/22	55422	$273.00
Dept of Licensing	040222 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 03/27/22 thru 04/02/22	55422	$54.00
					55422 Total	**$741.00**
Dept of Retirement (Deferred Comp)	32522	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	0	$3,752.57
					0 Total	**$3,752.57**
Dept of Retirement PERS LEOFF	32522	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	0	$59,835.83
Dept of Retirement PERS LEOFF	32522	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions-State Portion	0	$443.18
					0 Total	**$60,279.01**
Dept of Revenue EFT	Feb-22	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes - February 2022	0	$853.08
Dept of Revenue EFT	Feb-22	410 016 531 10 44 00	SW-Excise Taxes	Excise Taxes - February 2022	0	$3,563.25
					0 Total	**$4,416.33**
Dicks Towing Inc	18205457	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 1995 Toyota Tercel	55423	$126.27
Dicks Towing Inc	18206297	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-05136	55423	$126.27
Dicks Towing Inc	18206541	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-05233	55423	$126.27
Dicks Towing Inc	E193037	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-04588	55423	$126.27
Dicks Towing Inc	M74286	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-02009	55423	$126.27
					55423 Total	**$631.35**
Dreher	041122 DREHER D	001 008 521 20 43 00	LE-Travel & Per Diem	Narcotic Detection Dog Handler Training Meal PerDiem - Dreher D	55424	$1,180.00
					55424 Total	**$1,180.00**
Dunlap Industrial Hardware	355827-1	101 016 544 90 31 02	ST-Operating Cost	Pipe Adapter/Cam Lock Fitting/Reducers	55425	$181.08
Dunlap Industrial Hardware	356065-1	001 010 576 80 31 00	PK-Operating Costs	Cable Clamps	55425	$1.60
Dunlap Industrial Hardware	356065-1	101 016 544 90 31 02	ST-Operating Cost	Cable Clamps	55425	$1.60
Dunlap Industrial Hardware	356065-1	410 016 531 10 31 02	SW - Operating Costs	Cable Clamps	55425	$1.60
					55425 Total	**$185.88**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Dylan	CONTRACTCOSTS2022	001 007 571 00 30 00	PL-Park & Recreation	Farmers Market Annual Fees	55426	$4,995.00
					55426 Total	**$4,995.00**
EASL Inc	LS-0422	001 013 518 20 41 00	GG-Professional Service	Strategic Communication Services 03-2022	55427	$5,501.01
					55427 Total	**$5,501.01**
Economic Alliance Snohomish County	2022-132	001 013 518 90 49 02	GG-Economic Alliance	2022 EASC Annual Investment	55428	$3,000.00
					55428 Total	**$3,000.00**
EFTPS	32522	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	0	$99,559.71
					0 Total	**$99,559.71**
Electronic Business Machines	AR215789	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Copy Cost PW - JMQ17151	55429	$28.93
Electronic Business Machines	AR215789	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Copy Cost PW - JMQ17151	55429	$28.92
Electronic Business Machines	AR215789	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Copy Cost PW - JMQ17151	55429	$28.92
Electronic Business Machines	AR216288	001 008 521 50 48 00	LE-Facility Repair & Maint	Copier Copy Cost PD - JMQ10326	55429	$104.39
Electronic Business Machines	AR216289	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Copy Cost CH Admin XTZ1787	55429	$598.55
					55429 Total	**$789.71**
Environmental Systems Research Inst	94217044	410 016 531 10 31 02	SW - Operating Costs	ArcGIS Desktop Advanced Upgrade	55430	$10,531.58
					55430 Total	**$10,531.58**
FBI - LEEDA	200066198	001 008 521 40 49 01	LE-Registration Fees	CLI Registration - LeBLanc	55431	$695.00
					55431 Total	**$695.00**
Feldman & Lee PS	03-2022 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 03-2022	55432	$10,000.00
					55432 Total	**$10,000.00**
Florida State Disbursement Unit	32522	001 000 284 00 00 00	Payroll Liability Other	200000082DR34 Child Support	55393	$177.57
					55393 Total	**$177.57**
Flower World Inc	116943	001 010 576 80 31 00	PK-Operating Costs	Flowers/Plants for Parks	55433	$484.97
					55433 Total	**$484.97**
Gardner	850	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Equipment Removal from PD Motorcycle	55434	$271.50
					55434 Total	**$271.50**
Glens Welding & Machine Inc	S15495	001 010 576 80 31 00	PK-Operating Costs	Ear Muffs	55435	$15.25
					55435 Total	**$15.25**
Goldman	2022-1107	001 008 521 20 41 00	LE-Professional Services	Pre-Employment Polygraph Exam	55436	$250.00
					55436 Total	**$250.00**
Grainger	9248973910	411 016 594 31 60 02	SWC - Capital Purchases	Magnetic Locator	55437	$870.93
					55437 Total	**$870.93**
Griffen Law Office Inc	1A0415925	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	55438	$300.00
Griffen Law Office Inc	1A0618652	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	55438	$262.50
Griffen Law Office Inc	XZ0029872	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	55438	$225.00
					55438 Total	**$787.50**
Home Depot	19098	001 010 576 80 31 00	PK-Operating Costs	Strain Relief Connectors/Ethernet Coupler/EZclips/ Washers	55439	$23.30
Home Depot	19098	101 016 544 90 31 02	ST-Operating Cost	Strain Relief Connectors/Ethernet Coupler/EZclips/ Washers	55439	$23.30
Home Depot	19098	410 016 531 10 31 02	SW - Operating Costs	Strain Relief Connectors/Ethernet Coupler/EZclips/ Washers	55439	$23.31
Home Depot	1016128	101 016 544 90 31 02	ST-Operating Cost	Concrete Mix	55439	$218.50
Home Depot	5140793	001 010 576 80 31 00	PK-Operating Costs	4x4 Post	55439	$20.29
Home Depot	8017988	001 010 576 80 31 00	PK-Operating Costs	Tube for Concrete	55439	$11.63
Home Depot	8017988	101 016 544 90 31 02	ST-Operating Cost	Tube for Concrete	55439	$11.63
Home Depot	8017988	410 016 531 10 31 02	SW - Operating Costs	Tube for Concrete	55439	$11.62
Home Depot	9016457	001 012 575 50 31 00	CS- The Mill- Ops	Paint/Wallplate/Tap & Die Set	55439	$49.59
					55439 Total	**$393.17**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Honey Bucket	552647271	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	55440	$123.50
Honey Bucket	552655946	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	55440	$330.89
Honey Bucket	552655947	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Lundeen Park	55440	$274.45
Honey Bucket	552661518	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - North Cove Boat Launch	55440	$274.45
Honey Bucket	552668605	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Callow Rd	55440	$142.50
Honey Bucket	552668606	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Cir W	55440	$278.46
					55440 Total	**$1,424.25**
HSA Bank	32522	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contriubutions	55394	$125.00
					55394 Total	**$125.00**
HW Lochner Inc	000017878-18	304 016 594 31 63 00	17005 - 24th St SE & 91st Ave	24th St SE/91st Ave SE Construction Admin	55441	$10,667.34
					55441 Total	**$10,667.34**
Industrial Bolt & Supply Inc	776320-3	001 010 576 80 31 00	PK-Operating Costs	Ceramic Flex Flaps	55442	$30.81
Industrial Bolt & Supply Inc	776320-3	101 016 544 90 31 02	ST-Operating Cost	Ceramic Flex Flaps	55442	$30.80
Industrial Bolt & Supply Inc	776320-3	410 016 531 10 31 02	SW - Operating Costs	Ceramic Flex Flaps	55442	$30.81
Industrial Bolt & Supply Inc	781090-1	001 010 576 80 31 00	PK-Operating Costs	Drill Bits/Fuses/Rings/Tubes/Nut Drivers	55442	$248.31
Industrial Bolt & Supply Inc	781090-1	101 016 544 90 31 02	ST-Operating Cost	Drill Bits/Fuses/Rings/Tubes/Nut Drivers	55442	$248.30
Industrial Bolt & Supply Inc	781090-1	410 016 531 10 31 02	SW - Operating Costs	Drill Bits/Fuses/Rings/Tubes/Nut Drivers	55442	$248.31
Industrial Bolt & Supply Inc	781090-2	001 010 576 80 31 00	PK-Operating Costs	Auto Fuses	55442	$2.56
Industrial Bolt & Supply Inc	781090-2	101 016 544 90 31 02	ST-Operating Cost	Auto Fuses	55442	$2.56
Industrial Bolt & Supply Inc	781090-2	410 016 531 10 31 02	SW - Operating Costs	Auto Fuses	55442	$2.57
Industrial Bolt & Supply Inc	781629-1	001 010 576 80 31 00	PK-Operating Costs	Screw Bit Set/Insta-Brite Rubber Dressing /Trigger Sprayer	55442	$71.55
Industrial Bolt & Supply Inc	781629-1	101 016 544 90 31 02	ST-Operating Cost	Screw Bit Set/Insta-Brite Rubber Dressing /Trigger Sprayer	55442	$71.55
Industrial Bolt & Supply Inc	781629-1	410 016 531 10 31 02	SW - Operating Costs	Screw Bit Set/Insta-Brite Rubber Dressing /Trigger Sprayer	55442	$71.54
					55442 Total	**$1,059.67**
Irwin	042122 IRWIN	001 008 521 20 43 00	LE-Travel & Per Diem	First Responder Wellness Training Newport Beach CA - Meals Irwin	55443	$110.00
					55443 Total	**$110.00**
Iverson	032022 IVERSON	001 000 382 10 00 01	The Mill - Deposit	LS22-Iverson The Mill Rental 03/20/22 Deposit Refund	55444	$500.00
					55444 Total	**$500.00**
J Thayer Co Inc	1582329-0	001 005 518 10 31 00	HR-Office Supplies	Cover Paper	55445	$13.85
J Thayer Co Inc	1582329-0	004 013 518 20 30 00	RR - Supplies	Gloves - ARPA	55445	$28.22
J Thayer Co Inc	1582329-0	001 013 518 20 31 00	GG-Operating Costs	Soap/Pens/Wastebasket/Batteries	55445	$70.89
J Thayer Co Inc	1584372-0	001 007 558 50 31 00	PL-Office Supplies	Ink for Plotter	55445	$234.11
J Thayer Co Inc	1584372-0	001 013 518 20 31 00	GG-Operating Costs	Soap/Paper/Tissue/Paper	55445	$118.16
J Thayer Co Inc	1584372-0	001 007 559 30 31 00	PB-Office Supplies	Tape Dispenser/Scissors/Stapler	55445	$16.37
J Thayer Co Inc	1584480-0	001 013 518 20 31 00	GG-Operating Costs	Paper	55445	$179.52
					55445 Total	**$661.12**
Karschney	032722 KARSCHNEY	001 000 382 10 00 01	The Mill - Deposit	LS22-Karschney TheStack Rental 03/27 Deposit Rfd	55446	$100.00
					55446 Total	**$100.00**
Lake Stevens Chamber of Commerce	04-2022 CHAMBER	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC 04-2022	55447	$1,500.00
					55447 Total	**$1,500.00**
Lake Stevens Police Guild	32522	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	55395	$1,122.00
					55395 Total	**$1,122.00**
Lakeside Industries Inc	190220	101 016 544 90 31 02	ST-Operating Cost	Pallet of Pot Hole Mix	55448	$1,027.42
					55448 Total	**$1,027.42**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Land Development Consultants Inc	26580	302 010 594 76 61 12	PM - North Cove Phase 3	On-Call Restroom/Concession Building Design	55449	$11,784.50
Land Development Consultants Inc	26584	302 010 594 76 61 03	PM -20th SE Fields/Poweline TR	Powerline Trail Design	55449	$700.50
Land Development Consultants Inc	26585	302 010 594 76 61 12	PM - North Cove Phase 3	Festival Street Parking Lot	55449	$1,270.00
Land Development Consultants Inc	26707	302 010 594 76 61 12	PM - North Cove Phase 3	Festival Street Design	55449	$4,017.75
					55449 Total	**$17,772.75**
Law Enforcement Information and Records Assoc	1746	001 008 521 40 49 01	LE-Registration Fees	Body Worn Camera Panel Registration - Ubert	55450	$25.00
					55450 Total	**$25.00**
LeadsOnline LLC	326005	001 008 521 20 41 01	LE-Professional Serv-Fixed	LeadsOnline Select Search Investigation System Renewal	55451	$2,042.00
					55451 Total	**$2,042.00**
Lemay Mobile Shredding Inc	4743083S185	001 010 576 80 41 00	PK-Professional Services	Shredding Services PW	55452	$5.68
Lemay Mobile Shredding Inc	4743083S185	101 016 542 30 41 02	ST-Professional Service	Shredding Services PW	55452	$5.69
Lemay Mobile Shredding Inc	4743083S185	410 016 531 10 41 01	SW - Professional Services	Shredding Services PW	55452	$5.69
					55452 Total	**$17.06**
Less Lethal LLC	IN5779	001 008 521 20 31 02	LE-Minor Equipment	PepperBall Patrol Carbine	55453	$4,285.00
					55453 Total	**$4,285.00**
LN Curtis & Sons	INV574652	001 008 521 20 31 01	LE-Fixed Minor Equipment	Armor Panel Set/Concealable Carrier/Trama Plate - Wachtveitl	55454	$1,383.21
LN Curtis & Sons	INV574663	001 008 521 20 31 01	LE-Fixed Minor Equipment	Armor Panel Set/Concealable Carrier/Trama Plate - Bryant	55454	$1,376.67
LN Curtis & Sons	INV574686	001 008 521 20 31 01	LE-Fixed Minor Equipment	Armor Panel Set/Concealable Carrier/Trama Plate - Beazizo	55454	$1,491.12
LN Curtis & Sons	INV575043	001 008 521 20 31 02	LE-Minor Equipment	Uniform Alterations - Brooks	55454	$40.16
LN Curtis & Sons	INV575569	001 008 521 20 31 01	LE-Fixed Minor Equipment	Armor Panel Set/Concealable Carrier/Trama Plate/Carrier - Young	55454	$1,728.74
LN Curtis & Sons	INV576108	001 008 521 20 31 02	LE-Minor Equipment	Uniform - Wachtveitl	55454	$968.99
LN Curtis & Sons	INV576796	001 008 521 20 31 01	LE-Fixed Minor Equipment	Armor Panel Set/Concealable Carrier/Trama Plate - Christensen	55454	$1,383.21
LN Curtis & Sons	INV576808	001 008 521 20 31 01	LE-Fixed Minor Equipment	Armor Panel Set/Concealable Carrier/Trama Plate - Irwin	55454	$1,376.67
LN Curtis & Sons	INV576829	001 008 521 20 31 01	LE-Fixed Minor Equipment	Armor Panel Set/Concealable Carrier/Trama Plate - Dreher D	55454	$1,376.67
LN Curtis & Sons	INV577430	001 008 521 20 31 01	LE-Fixed Minor Equipment	Long Sleeve Shirt	55454	$129.37
LN Curtis & Sons	INV577641	001 008 521 20 31 01	LE-Fixed Minor Equipment	Gold Star Pin	55454	$21.28
LN Curtis & Sons	INV578365	001 008 521 20 31 02	LE-Minor Equipment	Gold Stars/Sergeant Chevrons	55454	$46.02
LN Curtis & Sons	INV578475	001 008 521 20 31 01	LE-Fixed Minor Equipment	Oregon City Carrier/Magazine Pouch - Dreher D	55454	$255.06
LN Curtis & Sons	INV578808	001 008 521 20 31 02	LE-Minor Equipment	Duty Gear - Wachtveitl	55454	$235.34
LN Curtis & Sons	INV579105	001 008 521 20 31 02	LE-Minor Equipment	Taco Pouches - Thomas	55454	$107.91
LN Curtis & Sons	INV579815	001 008 521 21 26 00	LE-Boating Clothing	Short Sleeve Polos - Marine Unit	55454	$119.90
LN Curtis & Sons	INV580027	001 008 521 20 31 01	LE-Fixed Minor Equipment	Long Sleeve Shirts/Service Bars - Beazizo	55454	$331.00
LN Curtis & Sons	INV580501	001 008 521 20 31 02	LE-Minor Equipment	Duty Gear - Thomas	55454	$340.72
					55454 Total	**$12,712.04**
Lundstrom	03-22 LUNDSTROM	001 000 362 00 00 03	Davies Beach - Launch/Parking	Davies Beach Annual Permit Refund	55455	$75.00
					55455 Total	**$75.00**
Maddalena	030622 MADDALENA	001 000 382 10 00 01	The Mill - Deposit	LS22-Maddalena Sawyers Rental 03/06/22 Deposit Refund	55456	$100.00
					55456 Total	**$100.00**
Manza	032722 MANZA	001 000 382 10 00 01	The Mill - Deposit	LS22-Manza The Stack Rental 03/27/22 Deposit Refund	55457	$100.00
					55457 Total	**$100.00**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Millerstoultime	1182243486	001 010 576 80 31 00	PK-Operating Costs	Drill Kit/Batteries/Fuel Filter Socket	55458	$445.69
Millerstoultime	1182243486	101 016 544 90 31 02	ST-Operating Cost	Drill Kit/Batteries/Fuel Filter Socket	55458	$445.68
Millerstoultime	1182243486	410 016 531 10 31 02	SW - Operating Costs	Drill Kit/Batteries/Fuel Filter Socket	55458	$445.68
Millerstoultime	1252243752	001 010 576 80 31 00	PK-Operating Costs	Magnetic Tool Tray/Shank/Chisel	55458	$69.99
Millerstoultime	1252243752	101 016 544 90 31 02	ST-Operating Cost	Magnetic Tool Tray/Shank/Chisel	55458	$70.00
Millerstoultime	1252243752	410 016 531 10 31 02	SW - Operating Costs	Magnetic Tool Tray/Shank/Chisel	55458	$70.00
					55458 Total	**$1,547.04**
Motor Trucks International & Idealease Inc	1103P6091	410 016 531 10 31 02	SW - Operating Costs	StartERM PW40	55459	$464.33
					55459 Total	**$464.33**
National Construction Rentals Inc	6491785	302 010 594 76 61 12	PM - North Cove Phase 3	Temporary Fence Panels - 1804 Main St	55460	$541.51
					55460 Total	**$541.51**
Nationwide Retirement Solution	32522	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	0	$5,646.74
					0 Total	**$5,646.74**
Nelson Petroleum Inc	0791030-IN	001 006 518 80 43 00	IT-Travel & Meetings	Fuel	55461	$91.39
Nelson Petroleum Inc	0791030-IN	001 007 559 30 32 00	PB-Fuel	Fuel	55461	$40.57
Nelson Petroleum Inc	0791030-IN	001 008 521 20 32 00	LE-Fuel	Fuel	55461	$3,934.16
Nelson Petroleum Inc	0791030-IN	001 010 576 80 32 00	PK-Fuel Costs	Fuel	55461	$935.86
Nelson Petroleum Inc	0791030-IN	101 016 542 30 32 00	ST-Fuel	Fuel	55461	$1,871.71
Nelson Petroleum Inc	0791030-IN	410 016 531 10 32 00	SW - Fuel	Fuel	55461	$1,871.71
					55461 Total	**$8,745.40**
New Horizons Computer Learning Center Inc	INV-545246-N0C2N8	001 006 518 80 49 01	IT-Staff Development	SharePoint Online Power User Training - Kathe	55462	$2,380.00
					55462 Total	**$2,380.00**
Nirvana Mechanical LLC	040122 NIRVANA	003 000 322 10 00 00	Building Permits	BLD2022-0133 Refund	55463	$43.75
Nirvana Mechanical LLC	040122 NIRVANA	510 000 341 81 00 00	Technology Fee	BLD2022-0133 Refund	55463	$1.05
					55463 Total	**$44.80**
Ogden Murphy Wallace PLLC	860443	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 02-2022	55464	$137.50
Ogden Murphy Wallace PLLC	860444	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 02-2022	55464	$17,131.50
Ogden Murphy Wallace PLLC	860444	001 011 515 41 41 01	Ext Consult - PRA	Legal Services 02-2022 PRR	55464	$2,547.00
Ogden Murphy Wallace PLLC	860444	001 011 515 45 41 02	Ext Litigation - Sewer	Legal Services 02-2022 Sewer	55464	$7,417.50
					55464 Total	**$27,233.50**
Outcomes by Levy LLC	2022-03-LS	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting 03-2022	55465	$5,000.00
					55465 Total	**$5,000.00**
Pavlick	21	001 008 521 40 49 01	LE-Registration Fees	Narcotic Detection Dog Handler Training	55466	$6,500.00
					55466 Total	**$6,500.00**
Pitney Bowes Global Financial Services	3315453408	001 013 518 20 45 00	GG-Rental & Services	Postage Machine Rental 01/23/22 - 04/22/22	55467	$215.71
					55467 Total	**$215.71**
Pix4D Inc	202203-P-D-US-002063	001 008 521 20 41 01	LE-Professional Serv-Fixed	Pix4D Desktop Mapper/License/Support	55468	$2,869.50
Pix4D Inc	202203-P-D-US-002063	001 010 576 80 31 00	PK-Operating Costs	Pix4D Desktop Mapper/License/Support	55468	$956.50
Pix4D Inc	202203-P-D-US-002063	101 016 544 90 31 02	ST-Operating Cost	Pix4D Desktop Mapper/License/Support	55468	$956.50
Pix4D Inc	202203-P-D-US-002063	410 016 531 10 31 02	SW - Operating Costs	Pix4D Desktop Mapper/License/Support	55468	$956.50
					55468 Total	**$5,739.00**
Precision Turf Equipment LLC	12088-50633	001 010 576 80 31 00	PK-Operating Costs	Mixed Oil for Blowers/Weed Eaters	55469	$158.01
					55469 Total	**$158.01**
Priority Marine & Trailer Repair LLC	032822 PRIORITY	001 008 521 21 48 00	LE-Boating Repair & Maint	Boat Service/Repair	55470	$1,150.13
					55470 Total	**$1,150.13**
Public Safety Testing Inc	PSTI22-83	001 008 521 20 41 00	LE-Professional Services	Background Investigation - Police Officer Candidate	55471	$1,236.40
					55471 Total	**$1,236.40**
Puget Sound Clean Air Agency	Q2 2022 PSCAA	001 013 553 70 41 00	GG - Air Pollution	Q2 2022 Clean Air Assesment	55472	$5,895.25
					55472 Total	**$5,895.25**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Purchase Power	03-2022 POSTAGE	001 007 558 50 42 00	PL-Communication	Postage	55473	$1.08
Purchase Power	03-2022 POSTAGE	001 013 518 20 42 00	GG-Communication	Postage	55473	$245.69
Purchase Power	03-2022 POSTAGE	101 016 543 30 42 00	ST-Communications	Postage	55473	$3.80
Purchase Power	03-2022 POSTAGE	410 016 531 10 42 00	SW - Communications	Postage	55473	$3.80
					55473 Total	**$254.37**
Quadient Finance USA Inc	80346335 0322	001 008 521 20 42 00	LE-Communication	Postage PD	55474	$246.91
					55474 Total	**$246.91**
Reece Construction Company	PROGRESS 12 REECE	307 000 595 30 60 00	Project Construction Account	91st Ave SE Ext/Water Line Relocation	55475	$123,908.38
Reece Construction Company	PROGRESS 12 REECE	307 000 382 20 00 00	Retainage Held	91st Ave SE Ext/Water Line Relocation Retainage	55475	($6,132.71)
					55475 Total	**$117,775.67**
Right On Heating and Sheet Metal Inc	28891	001 012 572 20 48 00	CS- Library-Repair & Maint	Annual HVAC Maint - Library	55476	$953.75
					55476 Total	**$953.75**
Smith	031422 SMITH	001 008 521 20 43 00	LE-Travel & Per Diem	IAPE Evidence Mgmt Class Hotel Reimbursement	55477	$274.80
					55477 Total	**$274.80**
Snohomish County 911	4508	001 008 528 00 41 00	LE-SNO911	Dispatch Services	55478	$31,601.23
					55478 Total	**$31,601.23**
Snohomish County Public Works	I000582417	101 016 544 90 31 02	ST-Operating Cost	Signal/Sign Repair & Maint 02-2022	55479	$2,606.51
					55479 Total	**$2,606.51**
Snohomish County PUD	100618424	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Area Lighting	55480	$9.16
Snohomish County PUD	100618424	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Electric	55480	$1,047.48
Snohomish County PUD	100618424	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Water	55480	$190.68
Snohomish County PUD	109049948	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	55480	$79.86
Snohomish County PUD	109053726	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Electric/Water	55480	$143.33
Snohomish County PUD	112341111	001 010 576 80 47 00	PK-Utilities	222625881 Froniter Circle Water	55480	$53.18
Snohomish County PUD	118948396	001 010 576 80 47 00	PK-Utilities	222205049 Nourse Park Electric	55480	$29.74
Snohomish County PUD	118950461	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	55480	$59.87
Snohomish County PUD	118950461	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	55480	$59.86
Snohomish County PUD	118950461	410 016 531 10 47 00	SW - Utilities	221908015 City Shop Mechanic	55480	$59.85
Snohomish County PUD	118956804	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	55480	$53.18
Snohomish County PUD	125579659	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	55480	$66.24
Snohomish County PUD	125591176	001 010 576 80 47 00	PK-Utilities	202340527 Decant Yard	55480	$6.23
Snohomish County PUD	125591176	101 016 543 50 47 00	ST-Utilities	202340527 Decant Yard	55480	$6.23
Snohomish County PUD	125591176	410 016 531 10 47 00	SW - Utilities	202340527 Decant Yard	55480	$6.24
Snohomish County PUD	132165721	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	55480	$24.36
Snohomish County PUD	132171526	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	55480	$106.45
Snohomish County PUD	132171526	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	55480	$64.74
Snohomish County PUD	135468770	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal/Street Lights	55480	$90.11
Snohomish County PUD	138674848	001 013 518 20 47 00	GG-Utilities	223034448 Old WWTP Area Lighting	55480	$8.10
Snohomish County PUD	138674848	001 013 518 20 47 00	GG-Utilities	223034448 Old WWTP Electric	55480	$413.70
Snohomish County PUD	141999594	001 012 572 20 47 00	CS- Library-Utilities	203033030 Library Grade Rd Electric/Water	55480	$577.77
Snohomish County PUD	145333011	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	55480	$285.88
Snohomish County PUD	145333011	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	55480	$285.88
Snohomish County PUD	145333011	410 016 531 10 47 00	SW - Utilities	203599006 City Shop Electric/Water	55480	$285.88
Snohomish County PUD	148622113	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	55480	$56.92
Snohomish County PUD	148623630	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	55480	$20.03
Snohomish County PUD	151915607	001 010 576 80 47 00	PK-Utilities	222509911 Davies Beach Electric/Water	55480	$74.55
Snohomish County PUD	158361293	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	55480	$55.17
Snohomish County PUD	164732391	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	55480	$63.70
Snohomish County PUD	164733945	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	55480	$67.00
					55480 Total	**$4,351.37**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County Sheriffs Office	2022-7237	001 008 523 60 41 00	LE-Jail	Jail Services 02-2022	55481	$53,869.45
Snohomish County Sheriffs Office	2022-7256	001 008 523 60 41 00	LE-Jail	Jail Services Medical 02-2022	55481	$1,603.92
					55481 Total	**$55,473.37**
Snohomish Regional Fire & Rescue	Q1 2022 FIRE	633 000 589 30 00 02	Fire District Fee Remit	Q1 2022 Fire Fees	55482	$4,720.00
					55482 Total	**$4,720.00**
Sound Publishing Inc	EDH950184	001 007 558 50 41 03	PL-Advertising	2022 Comp Plan Docket Ratification PH	55483	$161.92
Sound Publishing Inc	EDH950861	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2022-0029 JM1 Holdings	55483	$110.20
Sound Publishing Inc	EDH950912	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2022-0026 Mulvaney New Dock	55483	$74.08
Sound Publishing Inc	EDH950946	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2021-0164 Seneca Lane Short Plat	55483	$70.52
Sound Publishing Inc	EDH951136	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2022-0027 Sydow Short Plat Final	55483	$65.48
Sound Publishing Inc	EDH951190	001 007 558 50 41 03	PL-Advertising	Planning Comm Mtg 04/06/22 Cancelled	55483	$17.32
					55483 Total	**$499.52**
Sound Safety Products Co Inc	463065/1	101 016 542 30 26 00	ST-Clothing - Boot Allowance	Boots - Bredstrand	55484	$325.00
Sound Safety Products Co Inc	463077/1	101 016 542 90 31 01	ST-Clothing	Hoodies - Bredstrand	55484	$94.38
Sound Safety Products Co Inc	463080/1	101 016 542 90 31 01	ST-Clothing	Hoodies - Bailey	55484	$114.14
Sound Safety Products Co Inc	465223/1	410 016 531 10 31 00	SW - Clothing	Boots - Stevens J	55484	$174.57
					55484 Total	**$708.09**
Sound Security Inc	1046240	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	55485	$571.21
Sound Security Inc	1046240	001 012 575 50 47 00	CS- The Mill- Utilities	Fire & Security Monitoring The Mill	55485	$385.00
Sound Security Inc	1046240	001 010 576 80 41 00	PK-Professional Services	Fire Monitoring/Confidence Testing PW Shop	55485	$196.49
Sound Security Inc	1046240	101 016 542 30 41 02	ST-Professional Service	Fire Monitoring/Confidence Testing PW Shop	55485	$196.48
Sound Security Inc	1046240	410 016 531 10 41 01	SW - Professional Services	Fire Monitoring/Confidence Testing PW Shop	55485	$196.48
Sound Security Inc	1046241	001 008 521 20 41 01	LE-Professional Serv-Fixed	Access/Instrusion/Fire/Elevator Monitoring PD	55485	$1,125.00
Sound Security Inc	1046242	001 008 521 20 41 01	LE-Professional Serv-Fixed	Fire Monitoring 10518 18th St SE	55485	$65.00
					55485 Total	**$2,735.66**
State Auditors Office	L147152	001 004 514 23 41 00	FI-Professional Service	2020 Accountability/Federal/Financial Audit	55486	$1,625.40
					55486 Total	**$1,625.40**
Sturdivant	031922 STURDIVANT	001 000 382 10 00 01	The Mill - Deposit	LS22-Sturdivant Stack Rental 03/19 Deposit Refnd	55487	$100.00
					55487 Total	**$100.00**
Technological Services Inc	22761	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Tire Rot/Brake Inspect /Lights PT-18-79	55488	$145.43
Technological Services Inc	22768	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Prevent Maint/Computer Diagnostics PT-17-75	55488	$698.00
Technological Services Inc	22782	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Tire Rot/Brake Inspect PT-21-94	55488	$178.37
Technological Services Inc	22818	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Filters/Tire Rotation /Brake Inspect A-19-84	55488	$187.43
Technological Services Inc	22837	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Tire Rot/Brake Inspect PT-20-89	55488	$172.33
Technological Services Inc	22840	001 008 521 20 48 00	LE-Repair & Maintenance Equip	All-Wheel Drive System Inspect/Repair PT-20-87	55488	$511.85
					55488 Total	**$1,893.41**
The Everett Herald	14102803	001 008 521 20 43 00	LE-Travel & Per Diem	Meals for SnoCo Career Fair 04/29/22	55489	$25.00
The Everett Herald	14102803	101 016 543 30 43 00	ST-Travel & Meetings	Meals for SnoCo Career Fair 04/29/22	55489	$25.00
The Everett Herald	14102803	410 016 531 10 43 00	SW - Travel & Meetings	Meals for SnoCo Career Fair 04/29/22	55489	$25.00
					55489 Total	**$75.00**
Thweatt	033122 THWEATT	003 000 322 10 00 00	Building Permits	BLD2021-0563 Refund - Application Withdrawn	55490	$2,002.25
					55490 Total	**$2,002.25**
Traffic Safety Supply	INV045483	101 016 544 90 31 02	ST-Operating Cost	Battery Stick Including Connectors	55491	$407.90
					55491 Total	**$407.90**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Transpo Group USA Inc	27743	101 016 542 30 41 02	ST-Professional Service	On-Call Engineering Services Task #02	55492	$11,482.13
Transpo Group USA Inc	27744	101 016 542 30 41 02	ST-Professional Service	On-Call Engineering Services Task #03	55492	$15,000.00
					55492 Total	**$26,482.13**
ULINE	146675696	001 010 576 80 31 00	PK-Operating Costs	Plastic Exit Sign	55493	$47.07
ULINE	146675696	101 016 544 90 31 02	ST-Operating Cost	Plastic Exit Sign	55493	$47.08
ULINE	146675696	410 016 531 10 31 02	SW - Operating Costs	Plastic Exit Sign	55493	$47.08
ULINE	146697424	001 010 576 80 31 00	PK-Operating Costs	Desks/Chairs/Coat Hook/Swiffers	55493	$1,074.99
ULINE	146697424	101 016 544 90 31 01	ST-Office Supplies	Desks/Chairs/Coat Hook/Swiffers	55493	$1,074.98
ULINE	146697424	410 016 531 10 31 01	SW - Office Supplies	Desks/Chairs/Coat Hook/Swiffers	55493	$1,074.98
					55493 Total	**$3,366.18**
United Rentals North America Inc	204144127-001	101 016 544 90 31 02	ST-Operating Cost	Big Sidewalk Sucker	55494	$8,495.19
					55494 Total	**$8,495.19**
UPS	0000074Y42112	001 008 521 20 42 00	LE-Communication	Evidence Shipping	55495	$48.75
UPS	0000074Y42132	001 008 521 20 42 00	LE-Communication	Evidence Shipping	55495	$31.95
					55495 Total	**$80.70**
Vantagepoint Transfer Agents - 108991	716495	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	55396	$435.73
					55396 Total	**$435.73**
Vantagepoint Transfer Agents - 307428	716504	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	55397	$1,739.69
					55397 Total	**$1,739.69**
Verizon Northwest	9902524461	001 008 521 20 42 00	LE-Communication	Wireless Phone Service	55496	$2,994.29
					55496 Total	**$2,994.29**
WAPRO	5021	001 008 521 40 49 01	LE-Registration Fees	2022 WAPRO Spring Conf Registration - Fox	55497	$65.00
					55497 Total	**$65.00**
Washington Assoc of Sheriffs and Police Chiefs	INV030385	001 008 521 20 49 00	LE-Dues & Memberships	2022 WASPC Dues - Young	55498	$75.00
					55498 Total	**$75.00**
Washington Audiology Services	60223	001 008 521 20 41 00	LE-Professional Services	Hearing Test - PD	55499	$2,531.60
Washington Audiology Services	60223	001 010 576 80 41 00	PK-Professional Services	Hearing Test - PW	55499	$443.61
Washington Audiology Services	60223	101 016 542 30 41 02	ST-Professional Service	Hearing Test - PW	55499	$443.62
Washington Audiology Services	60223	410 016 531 10 41 01	SW - Professional Services	Hearing Test - PW	55499	$443.62
					55499 Total	**$3,862.45**
Washington State Dept of Ecology	22-WAR045523B-1	410 016 531 10 41 08	SW - DOE Annual Permit	Muni Stormwater Phase 2 FY 2022	55500	$12,781.77
					55500 Total	**$12,781.77**
Washington State Support Registry	32522	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	0	$344.50
					0 Total	**$344.50**
Weaver	031522 WEAVER	001 003 514 20 43 00	CC-Travel & Meetings	WMCA Conf Pasco WA Mileage Reimbursement	55501	$193.74
					55501 Total	**$193.74**
Weeks & Weeks Inc	19911	111 008 521 20 31 00	Drug Seize - Operating Costs	Towing Services	55502	$408.75
					55502 Total	**$408.75**
Zachor Stock & Krepps Inc PS	22-LKS-0003	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services 03-2022	55503	$13,818.48
					55503 Total	**$13,818.48**

CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES
March 8, 2022, at 6:00 p.m.
Hybrid Meeting - By Remote Participation via Zoom & in Person at The Mill Building

CALL TO ORDER:	6:00 p.m. by Mayor Brett Gailey
ELECTED OFFICIALS PRESENT:	Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Shawn Frederick, Mary Dickinson, Anji Jorstad, Marcus Tageant and Steve Ewing
STAFF MEMBERS PRESENT:	City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Aaron Halvorson, Police Chief Jeff Beazizo, Human Resources Director Anya Warrington, City Clerk Kelly Chelin and City Attorney Greg Rubstello.

Call to Order:
The Mayor called the meeting to order at 6:00 p.m.

Pledge of Allegiance:
Mayor Gailey led the Pledge of Allegiance.

Roll Call:
All Councilmembers were present.

Approval of Agenda:
MOTION. Councilmember Petershagen made a motion, seconded by Councilmember Frederick, to move Item F (Authorize Mayor to Sign Interagency Agreement with Department of Ecology for SMP Competitive Grant Award) from the consent agenda to action items for further discussion. The motion passed 7-0-0-0.

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

Citizen Comments:
There were no citizen comments.

Council Business:
Councilmember Jorstad thanked the Police Department for the great polar plunge event that benefited Special Olympics. She also attended the Board of Health meeting today and the mask mandate is ending soon.

Councilmember Dickinson also thanked the Police Department for the polar plunge event. She attended her second school board meeting. Lastly, she thanked PUD for contributing at the food bank.

Councilmember Frederick attended the last Youth Advisory Council meeting. He stated they are continuing to do great work.

Councilmember Tageant attended the last Veterans Commission meeting. The Commission is working on their next newsletter.

Councilmember Daughtry attended the Youth Advisory Council and Veterans Commission meetings. The Commission continues to work through their workplan for the year. He also reported on Community Transit.

Councilmember Ewing thanked staff for their work on the interviews for the vacant Board and Commission positions.

Citizen Comments: (Mr. Toyer was filling out the sheet when citizen comments were called)
David Toyer, Toyer Strategies.
Mr. Toyer spoke in favor of the 10% annexation petition that is on the agenda tonight.

Mayor Business:
Mayor Gailey reported that he has been participating in the high school's civic classes. He also attended the Economic Alliance meeting this morning.

City Department Report
Introduction: Curtis Clifton - Public Works Operations Manager
Introduction: Jessica Rowe - Capital Projects/Grants Accountant
Introduction: Rondi Sansaver - Office Assistant

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

The consent agenda included the following:

- Vouchers
- City Council Regular Meeting Minutes of February 8, 2022
- City Council Workshop Meeting Minutes of February 22, 2022
- Approval of 2022 Recreation and Concession offerings
- Appointments to the Planning Commission and Library Board

Action Items:
Authorize Mayor to Sign Interagency Agreement with Department of Ecology for SMP Competitive Grant Award

Council and staff engaged in a discussion.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Daughtry, to authorize the Mayor to sign the interagency agreement with Department of Ecology for SMP Competitive Grant Award. The motion passed 7-0-0-0.

Trail Easement Condemnation Consideration

Parks Coordinator Meis explained that in 2020, the City Council adopted the Trails Master Plan that guides the City's efforts in creating a trail network that provides non-motorized connections throughout the City. Through the prioritization effort, the "westside trail" emerged as a preferred connection point. The first phase of this trail starts at the site commonly known as the 20th Street Ballfields (8629 20th Street SE) and continues north to 8th Street SE. The trail follows the existing utility access road.

The easements needed to construct the trail occur on the Quail Court open space tract and the Willowood Division 2 open space tract. The Quail Court open space tract will remain in its current condition except for the utility access road asphalt overlay. This easement is approximately 3,733 square feet where the wetland crossing takes place, and the utility access road is located (image attached). The Willowood Division 2 easement takes place on the existing utility access road and the pedestrian trail location, this easement is approximately 17,956 square feet.

The Council was briefed at a February meeting on this project and the potential acquisition of the easements necessary for this project to move forward. Coordinator Meis reviewed the outreach that has occurred on this project.

In February 2022 all homeowners that didn't sign the easement were certified mailed the notice of intent to condemn from the city. On February 22, 2022, and March 1, 2022 the Everett Herald published the notice in the legal section of the newspaper.

Council and staff engaged in a discussion.

MOTION. Councilmember Frederick made a motion, seconded by Councilmember Ewing, to approve Ordinance 1135 - Condemnation Ordinance for Trail Construction. The motion passed 5-2-0-0 with Councilmember Dickinson and Councilmember Jorstad opposed.

Accept 10 Percent Fagerlie Annexation Petition and Authorize 60 Percent Petition Circulation

Planning Manager Levitan explained that the unincorporated Lake Stevens Urban Growth Area (UGA) has approximately 300 acres remaining, the majority of which is located south of 20th St SE between 107th Ave SE and 123rd Ave SE. This is an area that the City Council opted not to include as part of the Southeast Interlocal Annexation, but in which the city will continue to consider direct petitions for annexation from property owners. The existing county zoning is R-7200 (minimum lot size of 7,200 sf per unit), although more recent PRD subdivisions have smaller lot sizes. As part of the 2019 Comprehensive Plan docket, the city assigned a Comprehensive Plan land use pre-designation of Medium Density Residential (MDR) and zoning pre-designation of R6 to most of the area, with the exception being a few parcels along either side of 20th St SE near 123rd Ave SE that were assigned a Local Commercial (LC) land use pre-designation and Local Business (LB) zoning pre-designation. The 2020 Comprehensive Plan docket changed the pre-designations for four parcels on the north side of 20th St SE from LC/LB to MDR/R6 to allow for the Southeast Interlocal Annexation.

On February 22, 2022, the city received an annexation petition signed by the property owners representing more than 10 percent of the assessed value for the four parcels (three properties) and adjacent Williams Road right-of-way known as the Fagerlie Annexation area. The area is approximately 13.8 acres and the petitioners own 100 percent of the land value within the area. The western property includes an existing construction business, while the other two properties are residential in nature. An aerial image shows several large subdivisions (Hawksbeard and Pasadera Heights) directly to the west developed between 2008 and 2019 with lot sizes between 3,000 sf and 5,500 sf.

All three properties in the proposed annexation area have an existing county zoning of R-7200. The two properties west of Williams Rd have a city land use pre-designation of LC and zoning pre-designation of LB while the property east of Williams Rd has a land use pre-designation of MDR and zoning pre-designation of R6 (Attachment 3). The petitioners have requested that the Comprehensive Plan land use designation for the three properties be changed to High Density Residential (HDR) and that the zoning designation be changed to R8-12. R8-12 is an implementing zoning district for both the HDR and MDR land use designations, so either HDR or MDR would be an option.

Staff is recommending that the City Council adopt Resolution 22-01, which would accept the 10 percent petition and circulate a 60 percent petition for the annexation, which would require the City Council to identify and assign land use and zoning designations (if they differ from the existing pre-designations) and require the assumption of all existing City indebtedness.

City staff has discussed the proposal with the applicants' representatives and noted its belief that the northern portion of the proposed annexation area (along 20th St SE) would be well served by a wider variety of middle housing types such as townhomes. The city has the authority to require the inclusion of such housing types as part of an annexation agreement.

Council and staff engaged in a discussion.

MOTION. Councilmember Petershagen made a motion, seconded by Councilmember Daughtry, to approve Resolution 22-01, to accept the 10 percent annexation petition and authorize the circulation of the 60 percent petition for the Fagerlie Annexation.

MOTION. Councilmember Petershagen made an amendment to the motion, seconded by Councilmember Ewing, for high density residential. The amendment passed 7-0-0-0.

ORIGINAL MOTION VOTE AS AMENDED: The motion passed 7-0-0-0.

Executive Session:
The meeting recessed to executive session at 6:55 p.m. to discuss Potential Litigation per RCW 42.30.110 (1) (i) and Property Acquisition per RCW 42.30.110 (1) (b). There will be no action.

The meeting reconvened to regular session at 7:42 p.m.

Adjournment:
MOTION. Councilmember Frederick made a motion, seconded by Councilmember Dickinson, to adjourn the meeting. The motion passed 7-0-0-0. The meeting adjourned at 7:42 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES
March 22, 2022, at 6:00 p.m.
Hybrid Meeting - By Remote Participation via Zoom & in Person at The Mill Building

CALL TO ORDER:	6:00 p.m. by Council President Ewing
ELECTED OFFICIALS PRESENT:	Councilmembers Kim Daughtry, Gary Petershagen, Shawn Frederick, Mary Dickinson, Marcus Tageant and Steve Ewing
ELECTED OFFICIALS ABSENT:	Mayor Brett Gailey and Councilmember Anji Jorstad
STAFF MEMBERS PRESENT:	City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Aaron Halvorson, Police Chief Jeff Beazizo, Human Resources Director Anya Warrington, City Clerk Kelly Chelin and City Attorney Greg Rubstello.

Call to Order:
The Council President called the meeting to order at 6:00 p.m.

Pledge of Allegiance:
The Council President led the Pledge of Allegiance.

Roll Call:
All Councilmembers were present except Councilmember Jorstad.

MOTION. Councilmember Petershagen made a motion, seconded by Councilmember Daughtry, to excuse Councilmember Jorstad. The motion passed 6-0-0-1.

Approval of Agenda:

MOTION. Councilmember Dickinson made a motion, seconded by Councilmember Tageant, to approve the agenda as submitted. The motion passed 6-0-0-1.

Citizen Comments:
Raquel (last name not confirmed)

Rachel stated that her creamy business is coming soon to downtown Lake Stevens.

Bryan Lewandowski, Lakeview Flats LLC
Mr. Lewandowski introduced himself as the applicant for the project. He is building a three-story mixed-use building on Mill Spur.

Amy Lewandowski, Lakeview Flats LLC
Ms. Lewandowski explained that community is everything and they are excited for this project.

Antionette Morales-Tanner, Sno-Isle Library.
Ms. Morales-Tanner reported on some exciting projects coming up at the library.

Kevin (last name not confirmed)
Kevin asked the Council to keep tax dollars in the City. He stated that Lakeview Flats was a great addition to the City.

Council Business:
Councilmember Dickinson reported that the Kiwanis will be putting on an egg hunt this year. She is working with Sno-Isle Library for more diverse tools at the library. She attended the school board meeting and masks are now optional for students. She attended the Senior Center Board meeting. Lastly, Aquafest will be July 29 and July 30, 2022.

Councilmember Tageant attended the utility committee meeting today. The sewer district is conducting a rate study and it's unfortunately going to be a big rate increase. He also stated that he would like to work with Councilmember Daughtry on a pickle ball tournament at Aquafest.

Councilmember Petershagen attended the Planning Commission meeting where the comp plan docket was discussed. He also attended the utility committee meeting today.

Councilmember Daughtry attended the last Youth Advisory Council meeting. They will be conducting a Leadership Summit in May.

Councilmember Frederick attended the last Veterans Commission and Youth Advisory Council meetings.

Guest Business:
Lake Stevens Community Resource Center – Tina Mandella and Lynsey Gagnon of Volunteers of America

City Department Report
Introduce Chris Jones, the City's new Public Works Storm Supervisor

Consent Agenda:
MOTION. Councilmember Tageant made a motion, seconded by Councilmember Frederick, to approve the consent agenda. The motion passed 6-0-0-1.

The consent agenda included the following:

- Vouchers
- Interlocal Government Agreement Between the City of Everett, Snohomish County and the Cities of Snohomish and King Counties for In-Service Training Sessions
- Professional Services Agreement for Parks & Recreation Director Recruitment
- SR9/SR204 RAB Gateway Sign Base Construction Agreement with WSDOT
- Revised Distribution of Vessel Registration Fee Agreement

Public Hearing:

Ratification of 2022 Comprehensive Plan Docket

Planning Manager Levitan explained that under the Growth Management Act, the city can amend its Comprehensive Plan and Future Land Use Map, with a few exceptions, through an annual docket process. The purpose of this public hearing is to provide a list of city-initiated map and text amendments and citizen-initiated map amendments for the Council's consideration in setting the 2022 Comprehensive Plan Docket through Resolution 2022-02. The proposed docket includes items identified by the Council for review, technical updates and mandatory updates for some elements, as well as one citizen-initiated map amendment.

The Planning Commission held a public hearing on March 16, 2022, where it reviewed proposals for seven city-initiated text amendments (T-1 – T-7), two citizen-initiated map amendments (M-1 and M-2), and one city-initiated map amendment (M-3). At the conclusion of the public hearing, the Planning Commission voted by a 6-1 margin to recommend that the City Council ratify the 2022 docket to include all proposals except for map amendment M-2. The Planning Commission agreed with staff that proposal M-2 – which requests a land use change and associated rezone for a vacant parcel on a currently residential cul-de-sac (97th Dr SE) that was assigned a Commercial land use designation as part of the 2019 Comprehensive Plan docket – did not meet the ratification criteria. However, the Commission did agree that the entirety of 97th Dr SE should be analyzed as part of docket proposal M-3 to assess the most appropriate land use and zoning designations. The one nay vote wished to include proposal M-2 in the docket.

Text Amendments Recommended for Docket

T-1 - Chapter 2 - Land Use Element
T-2 - Shoreline Master Program
T-3 - Chapter 5 – Parks, Recreation and Open Space Element
T-4 - Chapter 7 - Public Services and Utilities Element
T-5 - Chapter 9 - Capital Facilities Element
T-6 – Administrative Updates
T-7 – 20th St SE Corridor Subarea Plan.

Map Amendments Recommended for Docket

M-1 - Amend land use designation of two parcels at 10510 and 10520 20th St from High

Density Residential to Commercial with concurrent rezone from R8-12 to Commercial (citizen-initiated).

M-3 - Explore potential changes to land use designations within the eastern portion of the 20th St SE Corridor subarea to reassess appropriate land uses along the corridor and explore ways to better accommodate projected population and employment growth targets (city-initiated).

Map Amendments **NOT** Recommended for Docket
M-2 - Amend land use designation of one parcel at 2229 97th Dr SE from Commercial to High Density Residential with concurrent rezone from Commercial District to R8-12 (citizen-initiated).

Council President Ewing opened the public hearing at 6:57 p.m.

Darron Pyper
Mr. Pyper asked the Council to rezone the property back to residential. He also stated he's not getting the Planning Commission emails.

Brian McManus
Mr. McManus thanked the Council for their support and stated these changes were critical.

Council President Ewing closed the public hearing at 7:00 p.m.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Frederick, to approve Resolution 2022-02 to set the 2022 Comprehensive Plan Docket. The motion passed 6-0-0-1.

Discussion Items:
Lakeview Flats Development Agreement (LUA2022-0036)

Director Wright explained that the Lake Stevens City Council passed Resolution 2020-25 to surplus property off Main Street and Mill Spur. Staff has been coordinating with Lakeview Flats LLC (Lakeview) on a proposed real estate transaction for this property. Concurrently, Lakeview has applied for a Development Agreement to establish the terms for development of the site.

Under the City's municipal code, Development Agreements are Type VI applications subject to City Council review and approval. The applicant has provided a project narrative, site plan and conceptual elevations with the Development Agreement. Under state law, Development Agreements are designed to provide certainty between the city and the developer. The staff has coordinated with Lakeview and the City Attorney on the terms of the development agreement pursuant to the requirements of LSMC 14.16C.055 and RCW 36.70B.170 through 36.70B.210.

Following the execution of the Development Agreement, Lakeview proposes to submit a development plan for a mixed-use building that will include a mix of commercial/retail space and residential units. As part of the development, Lakeview will construct and lease the adjacent city property as a parking lot.

Staff will issue a Notice of Application for the project, issue a SEPA threshold determination for the project and advertise the public hearing. The staff anticipates holding a public hearing in April. Subject to public comment, additional information and the threshold determination, final adjustments to the development agreement may occur.

Adjournment:
MOTION. Councilmember Tageant made a motion, seconded by Councilmember Dickinson, to adjourn the meeting. The motion passed 6-0-0-1. The meeting adjourned at 7:09 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

CITY OF LAKE STEVENS
CITY COUNCIL WORKSHOP MEETING MINUTES
April 5, 2022, at 6:00 p.m.
By Remote Participation via Zoom

CALL TO ORDER:	6:00 p.m. by Mayor Brett Gailey
ELECTED OFFICIALS PRESENT:	Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Mary Dickinson, Anji Jorstad, Shawn Frederick, Marcus Tageant and Steve Ewing,
STAFF MEMBERS PRESENT:	City Administrator Gene Brazel, Finance Director Barb Stevens, Finance Manager Matthew Heist, IT Director Troy Stevens, Public Works Director Aaron Halvorson, Police Chief Jeff Beazizo, Human Resources Director Anya Warrington, Deputy City Clerk Caitlin Weaver and City Attorney Greg Rubstello

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Mission, Vision, Values Update:
Mayor Gailey updated Council on a recent review of the City's mission, vision, and values statements.

ARPA Funds Presentation Pt I:
Finance Manager Heist reviewed the results of the City's recent audit.

Note: Discussion was paused in order to conduct a promotional ceremony at The Mill.

Police Department Promotional Ceremony:
Mayor Gailey and City Administrator Brazel moved to The Mill location to facilitate the swearing in of Commander Thomas and Sergeant Wachtveitl.

Continued Discussion on ARPA Funds Presentation Pt II:
Council engaged in a discussion. The Council requested that staff bring back a new list for proposed ARPA money expenditures. This will come back for action at a future meeting.

Talk Saves Lives:
Justine McClure from AFSP gave a presentation on Suicide Awareness and Prevention.

Added: Weekly Council Packet Timeline:
Mayor Gailey asked the Council if receiving the Council packet by Friday each week was an acceptable timeline and allows them time to review the data prior to the next Council meeting. The consensus of the Council was that the Friday deadline for the packet was sufficient and working well.

The meeting was adjourned at 7:34 pm.

Brett Gailey, Mayor	Caitlin Weaver, Deputy City Clerk

CITY COUNCIL STAFF REPORT

Council Agenda Date: 4/12/2022

Subject: Supplemental Agreement No.2 to Professional Services Agreement Between City of Lake Stevens and Aquatechnex LLC

Contact Person/Department: Shannon Farrant, Public Works

Budget Impact: $189,060.50

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to sign the Supplemental Agreement (No.2) amending the Professional Services Agreement with AquaTechnex, LLC to contract with them to perform annual aquatic vegetation management and annual phosphorus mitigation application on Lake Stevens in 2022.

SUMMARY/BACKGROUND:

The City has contracted with AquaTechnex for the previous 9 years to perform annual aquatic vegetation survey and herbicide application for Eurasian Milfoil and other nuisance aquatic weed growth. AquaTechnex has also applied annual phosphorus mitigation application (Aluminum sulfate) since 2013.

The City executed a 5-year contract with AquaTechnex on May 25, 2021. This serves as Supplemental Agreement No.2 for lake management work to be performed in 2022. The 2022 scope of services are outlined in PSA Supplemental No.02. The City conducted a sediment core analysis in 2021 and did not treat the lake with alum in 2021. Based on the sediment core study, low dose alum treatment is recommended for 2022.

The 2022 Budget provides adequate funding for this contract with $110,000 for Alum Treatment and $80,000 for Milfoil Treatment for a total budget amount of $190,000.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. PSA_AquaTechnex_LakeMngt - CoLSsigned
2. PSA_AquaTechnex_LakeMngt_Supplmental 02

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND AquaTechnex, LLC. FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement') is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and AquaTechnex, LLC, a Washington Corporation, ("Consultant").

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding Short General Description of Services as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 **MINOR CHANGES IN SCOPE**. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

> **Extra Work**. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 **WORK PRODUCT AND DOCUMENTS**. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 **TERM.** The term of this Agreement shall commence upon full signing and shall terminate at midnight, December 31, 2025. The parties may extend the term of this Agreement by written mutual agreement.

III.4 **NONASSIGNABLE**. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT**.

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

___X___ No employees supplying work have ever been retired from a Washington state retirement system.

______ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates "no", but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the

Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 **INDEMNITY**.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.**
In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultant's violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 **INSURANCE**.

a**.** **Insurance Term**
The Consultant shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein

b. **No Limitation**
Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

(1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01.

(2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4) Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**
Consultant shall maintain the following insurance limits:

(1) Comprehensive General Liability. Insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit.

(2) Automobile Liability. $1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Professional Liability/Consultant's Errors and Omissions Liability. $1,000,000 per claim and $1,000,000 as an annual aggregate.

e. **Notice of Cancellation**. In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current

A.M. Best rating of not less than A:VII.

g. **Verification of Coverage**. In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Public Entity Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

k. **Subcontractors' Insurance.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

III.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION**. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 **UNFAIR EMPLOYMENT PRACTICES**. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 **LEGAL RELATIONS**. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 **INDEPENDENT CONTRACTOR**.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 **CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 **SUBCONTRACTORS/SUBCONSULTANTS**.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit __A__: N/A

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS**.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed $200,000 annually without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount**.**

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 **CITY APPROVAL**. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 **MAINTENANCE/INSPECTION OF RECORDS**.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the

Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. **Public Records.**

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES**. Notices to the City and Consultant shall be sent to the following addresses:

To the City:	**To the Consultant:**
City of Lake Stevens Attn: City Clerk Post Office Box 257 Lake Stevens, WA 98258	AquaTechnex, LLC Attn: Terrence M. McNabb, Manager PO Box 30824 Bellingham, WA 98228

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION**. The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 **DISPUTES**. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION**. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY.**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER**. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING**. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS AND SIGANTURES.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Digital, electronic, and PDF signatures will constitute an original in lieu of the "wet" signature.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT**. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this ______ day of _______________, 2021.

CITY OF LAKE STEVENS

By: Brett Gailey (Jun 8, 2021 08:19 PDT) ______________________

Brett Gailey, Mayor

AquaTechnex LLC

By:______________________________________

____

Printed Name and Title

Approved as to Form:

Greg Rubstello
Greg Rubstello (Jun 8, 2021 10:41 PDT)
By:____
Greg Rubstello, City Attorney

Exhibit A
Scope of Services

Proposed scope of work Lake Stevens Eurasian Milfoil/Nuisance weed species/Potential Phosphorus Management Treatment 2021-2025

Aquatic Plant Management Tasks

Task One: Public notification

The first step this season will be to perform the required amendments to the Department of Ecology Permit and deliver the pre-treatment notifications to affected parties. Ecology will be modifying their permit to add new products like ProcellaCOR in the next month or so. A written notice is required to be delivered to all shoreline residents and businesses. We will mail a large post card with text that is required by Ecology and provide a web site address for additional information.

The permit for Lake Stevens is held by the City, there is a simple process to add herbicides to this permit through the Ecology online portal. Aquatechnex does not have access to this permit because we are not the permit holder. We can assist you with this when the permit amendment is final, but as the City is the permit holder, we would have to do it through your password.

We will provide notification to all lake residents and properties adjacent to the lake. We will also maintain the project web site that will have treatment maps and additional information for lake residents about the products used, the timing of treatments etc.

Task Two, Survey work

As there has been an expanded interest in managing non-invasive but nuisance aquatic vegetation we would suggest two surveys.

The first would be in May to identify areas where Eurasian Milfoil is present. These areas will be mapped and used as a basis for targeting with a recommended herbicide after submitting survey results and work plan to the City.

The second would be in late June or first week in July to map results from Eurasian Milfoil treatments and map areas that might benefit from treatment for nuisance vegetation. A report would be issued to the City for consideration prior to treatment.

Task Three, ProcellaCOR treatment

ProcellaCOR is a very effective new herbicide for Eurasian Milfoil. This product has an extremely fast plant concentration factor, it moves into target vegetation rapidly and attaches to bonding sites where the mode of action takes over. It is selective for milfoil and will provide excellent control where applied. ProcellaCOR can be used with no restrictions on the use of water from the treatment area for potable purposes, swimming, boating, waterskiing or fishing. There is no restriction on the use of water from the treatment area to irrigate turf, and short irrigation restrictions when watering ornamental plants. There should be excellent long-term results from this application.

Task Four, Nuisance Aquatic Vegetation Control There may be a need to target nuisance aquatic weed growth during the summer. We will present maps of this growth after the late June survey for the City's consideration. If appropriate and approved, we would target this growth with a combination of Diquat and Aquathol Herbicides.

Diquat herbicide was used very effectively this past summer to target stands of Eurasian milfoil. Aquathol is very effective against pondweed and other species that may be present.

On Lake Stevens the herbicides that are effective on these nuisance species are subject to a fish timing window on the DOE Permit and they cannot be applied until after July 15^{th}. With approval from the City of the map provided suggesting treatment, we would schedule this application after the July 15^{th} date.

Task Five, Post treatment survey and annual report.

At the end of the summer, a detailed post treatment survey would be performed in all areas targeted during that year's treatment. A report will be generated for the City with any additional recommendations for the following year.

Phosphorus Management Treatment

The City of Lake Steven will be evaluating the ongoing phosphorus management program on the lake. For the last number of years, there has been an application of Aluminum sulfate which is one of the approved phosphorus mitigation technologies. Cyanobacteria can be toxin producers and they have a competitive advantage in lakes with higher phosphorus levels. The City had installed a hypo-limnetic aeration system decades ago to help mitigate this problem and it failed about 2011. At that point the program switched to in lake phosphorus mitigation because of the capital expense of replacing a hypo-limnetic aeration system.

The study this summer will review the results of the work to date and develop a phosphorus management plan. If that plan recommends the continuation of applications to mitigate phosphorus, Aquatechnex will perform those applications. Costs will be based on the product recommended and application.

Sediment Mapping

The City of Lake Stevens will be evaluating the ongoing phosphorus management program on the lake this summer. Core samples will be collected and analyzed at four locations. Phosphorus accumulation in lake sediments can release and cause cyanobacteria blooms in a lake. Understanding where organic sediment deposits are can help focus application of phosphorus sequestering technologies. This option may be selected by the County at a future date.

SUPPLEMENTAL AGREEMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF LAKE STEVENS AND
AQUATECHNEX LLC

This Supplemental Agreement No. 1 is made and entered into on the __25_ day of May_______, 2021, between the City of Lake Stevens, hereinafter called the "City" and AquaTechnex LLC, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for Lake Management Services, hereinafter called the "Project," said Agreement being dated 25th May 2021; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for project description and to amend the total amount payable for this Agreement,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated 25th May 2021, shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A, attached hereto and by this reference made part of this Supplemental Agreement No. 1.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph IV.1 Payments, Section (a), the second sentence is amended to include the additional Consultant fee of $93,195.00 and shall read as follows: "In no event shall total payment under this agreement exceed $93,195.00."

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	No to exceed $200,000.00 annually
Supplemental Agreement No. 1	$93,195.00
Grand Total	$93,195.00

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF LAKE STEVENS

By: Brett Gailey (Jun 8, 2021 08:19 PDT)
Brett Gailey, Mayor

AQUATECHNEX, LLC

By: ______________________________
Printed Name & Title

ATTEST/AUTHENTICATED

By: Kelly Chelin
Kelly Chelin, City Clerk

Scope of Services for 2021

Aquatic Plant Management, Potential Phosphorus Mitigation Treatments Scope and Fees for 2021

Task	Comments	Cost
Task 1, public notification	There may be up to three treatment events targeting different areas of the lake this coming summer. This could require three notices. This includes printing, address matching, postage and record keeping	$1,000.00
Task 2, Surveys	There is a need for May survey to identify Eurasian Milfoil locations around the lake, a second survey in late June to assess need for Contact Herbicide Treatment and August survey to determine results	$5,000.00
Task 3, ProcellaCOR treatment	ProcellaCOR treatments are designed based on the size of the treatment area and average water depth, so the mapping work will be used to determine the cost. The survey would be used to provide a report and map of suggested treatment areas not to exceed this budget amount	$45,000.00 budget based on assumed acres, may be modified up or down based on survey.
Task 4, Nuisance Aquatic Vegetation Control and lily control Option	This budget would be for use targeting nuisance aquatic vegetation as approved by the City after survey work is performed. This budged amount would cover. There will be two lily and watershield treatments. Areas will be mapped and targeted with two applications.	$32,000.00
Task 5, post treatment survey and year-end report	A post treatment survey will be performed at the end of the summer. The year end report will document all efforts and provide the City with the information necessary to	$2,500.00

	perform Ecology's NPDES permit year end report.	
Estimated total before sales tax if all steps are necessary		$85,500.00
Sales Tax at 9%		$7,695.00
Total project cost		$93,195.0000
Optional Phosphorus Mitigation Application	If required by the Phosphorus Management Study the City is undertaking, this application would utilize the sequestering technology recommended. This budget would be a not to exceed amount and equal to the previous year's application work. This would be for application of alum or a recommended phosphorus management alternative	$87,950.00
Sales Tax	9.0%	$7,915.50
Total		$95,865.50
Optional Sediment Mapping	Sediment mapping may be required during the term of this contract to implement the Phosphorus Management Study the City is undertaking.	$4,000.00

AquaTechnex_LakeMngt

Final Audit Report 2021-06-08

Created:	2021-05-26
By:	Kelly Chelin (kchelin@lakestevenswa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAB6PbRtZSX6_Q4ry26a1DuNjFK1iHkEF1

"AquaTechnex_LakeMngt" History

Document created by Kelly Chelin (kchelin@lakestevenswa.gov)
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2021-06-08 - 5:41:04 PM GMT- IP address: 104.143.198.247

Document e-signed by Greg Rubstello (grubstello@omwlaw.com)
Signature Date: 2021-06-08 - 5:41:18 PM GMT - Time Source: server- IP address: 13.93.198.71

Agreement completed.
2021-06-08 - 5:41:18 PM GMT

Adobe Sign

SUPPLEMENTAL AGREEMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS AQUATECHNEX LLC

This Supplemental Agreement No. 2 is made and entered into on the 12 day of April, 2022, between the City of Lake Stevens, hereinafter called the "City" and AquaTechnex LLC, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for Lake Management Services, hereinafter called the "Project," said Agreement being dated the 25th day of May, 2021; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for project description and to amend the total amount payable for this Agreement;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Professional Services Agreement dated the 25th day of May 2021, shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A, attached hereto and by this reference made part of this Supplemental Agreement No. 2.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph IV.I Payments, Section (a), the second sentence is amended to include the additional Consultant fee of $189,060.50 and shall read as follows: "In no event shall the compensation paid to Consultant under this Agreement exceed $200,000 annually without the written agreement of the Consultant and the City".

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	Not to exceed $200,000 annually
Supplemental Agreement No. 1	$93,195.00
Supplemental Agreement No. 2	$189,060.50
Grand Total	$ 282,255.50

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 2 as of the day and year first above written.

CITY OF LAKE STEVENS AQUATECHNEX

By:______________________________ By:______________________________

Brett Gailey, Mayor

____
Printed Name & Title

ATTEST/AUTHENTICATED

By:______________________________
Kelly M. Chelin City Clerk

APPROVED AS TO FORM

By:______________________________
Greg Rubstello, City Attorney

EXHIBIT A. Proposed scope of work Lake Stevens Eurasian Milfoil/Nuisance weed species/Potential Phosphorus Management Treatment 2021-2025

Aquatic Plant Management Tasks

Task One: Public notification

The first step this season will be to perform the required amendments to the Department of Ecology Permit and deliver the pre-treatment notifications to affected parties. Ecology will be modifying their permit to add new products like ProcellaCOR in the next month or so. A written notice is required to be delivered to all shoreline residents and businesses. We will mail a large post card with text that is required by Ecology and provide a web site address for additional information.

The permit for Lake Stevens is held by the City, there is a simple process to add herbicides to this permit through the Ecology online portal. Aquatechnex does not have access to this permit because we are not the permit holder. We can assist you with this when the permit amendment is final, but as the City is the permit holder, we would have to do it through your password.

We will provide notification to all lake residents and properties adjacent to the lake. We will also maintain the project web site that will have treatment maps and additional information for lake residents about the products used, the timing of treatments etc.

Task Two, Survey work

As there has been an expanded interest in managing non-invasive but nuisance aquatic vegetation we would suggest two surveys.

The first would be in May to identify areas where Eurasian Milfoil and Curly Leaf Pondweed is present. These areas will be mapped and used as a basis for targeting with a recommended herbicide after submitting survey results and work plan to the City.

The second would be in late June or first week in July to map results from Eurasian Milfoil treatments and map areas that might benefit from treatment for nuisance vegetation. A report would be issued to the City for consideration prior to treatment.

Task Three, ProcellaCOR treatment

ProcellaCOR is a very effective new herbicide for Eurasian Milfoil. This product has an extremely fast plant concentration factor, it moves into target vegetation rapidly and attaches to bonding sites where the mode of action takes over. It is selective for milfoil and will provide excellent control where applied. ProcellaCOR can be used with no restrictions on the use of water from the treatment area for potable purposes, swimming, boating, waterskiing or fishing. There is no restriction on the use of water from the treatment area to irrigate turf, and short irrigation restrictions when watering ornamental plants. There should be excellent long-term results from this application.

In areas where Curly Leaf Pondweed are present, Galleon Herbicide would be used to target that growth. This is another herbicide with minimal water use restrictions.

Task Four, Nuisance Aquatic Vegetation Control There may be a need to target nuisance aquatic weed growth during the summer. We will present maps of this growth after the late June survey for the City's consideration. If appropriate and approved, we would target this growth with a combination of Diquat and Aquathol Herbicides.

Diquat herbicide was used very effectively this past summer to target stands of Eurasian milfoil. Aquathol is very effective against pondweed and other species that may be present.

On Lake Stevens the herbicides that are effective on these nuisance species are subject to a fish timing window on the DOE Permit and they cannot be applied until after July 15th. With approval from the City of the map provided suggesting treatment, we would schedule this application after the July 15th date.

Task Five, Post treatment survey and annual report.

At the end of the summer, a detailed post treatment survey would be performed in all areas targeted during that year's treatment. A report will be generated for the City with any additional recommendations for the following year.

Phosphorus Management Treatment

The City of Lake Steven will be evaluating the ongoing phosphorus management program on the lake. For the last number of years, there has been an application of Aluminum sulfate which is one of the approved phosphorus mitigation technologies. Cyanobacteria can be toxin producers and they have a competitive advantage in lakes with higher phosphorus levels. The City had installed a hypo-limnetic aeration system decades ago to help mitigate this problem and it failed about 2011. At that point the program switched to in lake phosphorus mitigation because of the capital expense of replacing a hypo-limnetic aeration system.

There will be an Alum treatment scheduled for this fall.

Scope of Services for 2022

Aquatic Plant Management, Potential Phosphorus Mitigation Treatments Scope and Fees for 2021

Task	Comments	Cost
Task 1, public notification	There may be up to three treatment events targeting different areas of the lake this coming summer. This could require three notices. This includes printing, address matching, postage and record keeping	$1,000.00
Task 2, Surveys	There is a need for May survey to identify Eurasian Milfoil locations around the lake, a second survey in late June to assess need for Contact Herbicide Treatment and August survey to determine results	$5,000.00
Task 3, ProcellaCORProcellaCOR or Galleontreatment	ProcellaCOR/Galleon Herbicide treatments are designed based on the size of the treatment area and average water depth, so the mapping work will be used to determine the cost. The survey would be used to provide a report and map of suggested treatment areas not to exceed this budget amount	$45,000.00 budget based on assumed acres, may be modified up or down based on survey.
Task 4, Nuisance Aquatic Vegetation Control and lily control Option	This budget would be for use targeting nuisance aquatic vegetation as approved by the City after survey work is performed. This budged amount would cover. There will be two lily and watershield treatments. Areas will be mapped and targeted with two applications.	$32,000.00
Task 5, post treatment survey and year-end report	A post treatment survey will be performed at the end of the summer. The year endyearend report will document all efforts and provide the City with the information necessary to	$2,500.00

	perform Ecology's NPDES permit year end report.	
Estimated total before sales tax if all steps are necessary		$85,500.00
Sales Tax at 9%		$7,695.00
Total project cost		$93,195.0000
Phosphorus Mitigation Application	If required by the Phosphorus Management Study the City is undertaking, this application would utilize the sequestering technology recommended. This budget would be a not to exceed amount and equal to the previous year's application work. This would be for application of alum or a recommended phosphorus management alternative	$87,950.00
Sales Tax	9.0%	$7,915.50
Total		$95,865.50
Optional Stitch Lake Survey and Invasive species treatment	A survey will be performed at Stitch Lake and the waterway that connects to Lake Stevens in the spring to determine if there are invasive aquatic plants present that pose a threat to Lake Stevens	$1,500.00
Treatment of Stitch Lake if necessary	If the survey locates invasive aquatic weeds in Stitch Lake, they will be treated. Procellacor would be used for Eurasian Milfoil, Galleon for Curly Leaf Pondweed, Rodeo or equivalent for invasive water lilies.	Not to exceed $4,800.00 Procellacor $750 per acre Galleon, $500 per acre Rodeo $250 per acre. The entire lake is 8 acres.

CITY COUNCIL STAFF REPORT

CITY OF LAKE STEVENS

Council Agenda Date: 4/12/2022

Subject: Resolution 2022-03 Amending Resolution 2021-15, the Use of ARPA Funds

Contact Person/Department: Barb Stevens, Finance

Budget Impact: N/A

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:
Approve Resolution 2022-03, amending resolution 2021-15, the Use of ARPA Funds, and authorizing the Mayor to elect the "standard allowance" for lost revenues, to be used for the provision of government services, specifically staff salaries and benefits.

SUMMARY/BACKGROUND:

This resolution has been edited to recognize additional distributions of ARPA funds. The City's share of the grant funds was initially calculated at $9,466,186, yet when other cities decline their shares, the remaining grant dollars are redistributed to the active grant recipients. Lake Stevens received an additional $4,623 redistribution after the first tranche. Other redistributions may occur, increasing our City's share further.

The City will receive $9.466 million in federal funds between 2021 and 2022 from the American Rescue Plan Act (ARPA) to be encumbered by December 31, 2024. Under the ARPA program, funds can be used for the following:

- Responding to the public health emergency or its negative economic impacts including assistance to small businesses, non-profits, and impacted industries
- Employees pay and premium pay for eligible workers

- Investments in water, sewer (storm/surface water), or broadband
- Providing government services - Lost revenues

City Council adopted Resolution 2021-15, finding that ARPA funds should be used to pay for the supplies, equipment, projects, economic development and staff costs set forth in Attachment A to that resolution.

Since the adoption of that resolution, the Treasury has adopted its "Final Rule", changing some parameters set out in earlier Interim Rules.

The amendment approves an alternative reporting strategy based on these changes that will create spending flexibility, ease the federal reporting and compliance requirements, and reduce staff time and audit costs.

APPLICABLE CITY POLICIES:
Coronavirus Local Fiscal Recovery Funds Terms & Conditions

ATTACHMENTS:
1. 2022-03 ARPA Resolution Amendment

RESOLUTION NO. 2022-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING RESOLUTION 2021-15, THE USE OF ARPA FUNDS FOR THE PURPOSES SET FORTH IN THIS RESOLUTION.

WHEREAS, the City was authorized to receive a proportionate share of the American Rescue Plan Act ("ARPA") funds, initially calculated at $9,466,186; and

WHEREAS, some Washington cities declined their allocated share, causing the remaining funds to be proportionately redistributed, and increasing the City's distribution; and

WHEREAS, one or more additional redistributions may be made increasing the distribution of ARPA funds to the City; and

WHEREAS, the City Council adopted Resolution 2021-15, finding that ARPA funds should be used to pay for the supplies, equipment, projects, economic development and staff costs set forth in Attachment A to that resolution; and

WHEREAS, the Secretary of Treasury's (Treasury) published the Interim Final Rule on May 17, 2021, that implements the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act ("ARPA"); and

WHEREAS, the Interim Final Rule provided that revenues lost may be used for the provision of government services to the extent of the reduction in revenue and included a formula for calculating revenue loss; and

WHEREAS, the City of Lake Stevens' ("City") calculated lost revenue was minimal and, therefore, not considered in the initial plan; and

WHEREAS, the Treasury adopted the final rule on April 1, 2022, allowing recipients the option to use the calculation, or to elect a "standard allowance" for revenue loss set at a maximum of $10,000,000; and

WHEREAS, the "standard allowance" election will create spending flexibility, ease the reporting and compliance requirements, and reduce staff time and audit costs.

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON HEREBY RESOLVE AS FOLLOWS:

Section 1. Section 1 of Resolution No. 2021-15 is hereby amended to include authorization for the Mayor to elect the "standard allowance" for lost revenues authorized by the Treasury final rule implementing the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, in the full amount of the grant distribution to the City as it may be increased from time to time, up to $10,000,000, to be used for the provision of government services, specifically staff salaries and benefits.

Section 2. If any section, sentence, clause, or phrase of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

Section 3. This Resolution shall be effective immediately upon passage by the City Council.

APPROVED by the City Council of the City of Lake Stevens, Washington at an Open Public Meeting the 12th day of April, 2022.

____

BRETT GAILEY, MAYOR

ATTEST/AUTHENTICATED:

____

KELLY CHELIN, CITY CLERK

CITY COUNCIL STAFF REPORT

Council Agenda Date: 4/12/2022

Subject: Ordinance 1137 - Chapter 2.34 Emergency Management

Contact Person/Department: Maximilian Roth, Anya Warrington, Human Resources

Budget Impact: There are no direct costs associated with the proposed changes.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:
Approve Ordinance 1137 amending the Lake Stevens Municipal Code, Chapter 2.34 Emergency Management, to designate the City's Risk Manager as Emergency Management Coordinator.

SUMMARY/BACKGROUND:
In 2021, the City of Lake Stevens established the new position of Risk Manager with the goal of consolidating safety, risk and emergency management responsibilities under a single position. The job description defines that the Risk Manager is to serve as the City's Emergency Management Coordinator. The responsibilities of this function include updating the City's emergency management plans, coordinating with external partners such as the Snohomish County Emergency Management Department, as well as planning and implementing relevant training requirements.

The current publication of the Lake Stevens Municipal Code defines in section 2.34.030 paragraph (c), that the Chief of Police is to act as the City's Emergency Management Coordinator (Ord. 1056, Sec. 2, 2019). To reflect the newly created position of Risk Manager and the responsibilities assigned to this role, it is recommended that this section of the Municipal Code is amended to read that the Risk Manager is to act as the City's Emergency Management Coordinator. See attached ordinance no. 1137 for the exact wording of the proposed changes.

No changes apart from paragraph (c), section 2.34.030 are recommended at this moment.

APPLICABLE CITY POLICIES:

Municipal Code Title 2 Administration and Personal, Chapter 2.34 Emergency Management, Section 2.34.030 Definitions

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ATTACHMENTS:

1. Ordinance 1137 Amending LSMC 2.34.030

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1137

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON AMENDING LAKE STEVENS MUNICIPAL CODE (LSMC) SECTION 2.34.030 CONCERNING EMERGENCY MANAGEMENT DEFINITIONS; PROVIDING FOR SEVERABILITY, SUMMARY PUBLICATION BY ORDINACE TITLE ONLY AND AN EFFECTIVE DATE.

WHEREAS, the City of Lake Stevens is a non-charter optional municipal code city operating under the Mayor – council plan of government in Chapter 35A.12 RCW; and

WHEREAS, the city council at the request of the mayor desire to clarify the roles of the emergency management coordinator for the city; now, therefore,

THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Lake Stevens Municipal Code section 2.34.030 is hereby amended to read as follows (additions shown in underline):

2.34.030 Definitions.

The terms used, unless clearly contrary to or inconsistent with the context in which used, shall be construed as follows:
(a) Emergency Management. "Emergency management" shall mean the preparations for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to and recover from emergencies and disasters, and to aid victims suffering from injury or damage resulting from disasters caused by all hazards, whether natural or manmade, and to provide support for search and rescue operations for persons and property in distress.

(b) Emergency or Disaster. "Emergency or disaster" as used in this chapter shall mean an event or set of circumstances which: (1) demands immediate action to preserve public health, protect life, protect property, or to provide relief to any stricken neighborhood overtaken by such occurrences, or (2) reaches such a dimension or degree of destructiveness as to warrant the City Council proclaiming the existence of a disaster or the Governor declaring a state of emergency in accordance with appropriate local and State statute.

~~(c) Emergency Management Coordinator Defined. The Chief of Police or his designee shall be the Emergency Management Coordinator for the City of Lake Stevens.~~

(c) Emergency Management Coordinator Defined. The Risk Manager (or their designee) shall be the Emergency Management Coordinator for the City of Lake Stevens.

(d) Emergency Management Plan. The emergency management plan prepared by the Emergency Management Coordinator and promulgated by the Mayor is the official emergency management plan of the City of Lake Stevens. The Emergency Management Coordinator shall file a copy of said plan in the office of the City Clerk, and distribute copies of said plan to appropriate City departments. (Ord. 1056, Sec. 2, 2019)

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force and effect five days after its publication in the City's official newspaper.

PASSED by the City Council of the City of Lake Stevens this 12th day of April 2022.

____
Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

____
Kelly Chelin, City Clerk

APPROVED AS TO FORM:

____
Greg Rubstello, City Attorney

First and Final Reading: _______, 2022
Published: _______________________
Effective Date: ____________________

CITY COUNCIL STAFF REPORT

Council Agenda Date: 4/12/2022

Subject: Resolution 2022-04 - Accepting a Cash Donation from Snohomish Valley Roofing, Inc.

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact: $8,000

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:
Approve Resolution 2022-04 Accepting a Cash Donation from Snohomish Valley Roofing, Inc.

SUMMARY/BACKGROUND:
Snohomish Valley Roofing Inc. has made a generous donation of eight thousand dollars ($8,000.00) under conditions to be used for the Police Department Drone Program.

APPLICABLE CITY POLICIES:
Ordinance 948 - Accepting donations of $5,000 or more.

ATTACHMENTS:
1. 2000-04 Accepting Donation - Snohomish Valley Roofing Inc. FINAL (1)

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2022-04

A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON ACCEPTING A CASH DONATION FROM SNOHOMISH VALLEY ROOFING, INC.

WHEREAS, RCW 35.21.100 and RCW 35A.11.010 allow cities to accept donated money or property by Ordinance; and

WHEREAS, Lake Stevens Ordinance 948 allows acceptance of donations of value greater than $5,000 by City Council Resolution; and

WHEREAS, Snohomish Valley Roofing Inc. has made a generous donation of eight thousand dollars ($8,000.00) under conditions to be used for the Police Department Drone Program; and

WHEREAS, the City is willing to fulfill the conditions expressed above in exchange for the donation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON AS FOLLOWS:

Section 1. Acceptance of Donation. The Lake Stevens City Council accepts the generous donation of eight thousand dollars ($8,000.00), provided by Snohomish Valley Roofing Inc. and agrees to the specific use of the Police Department Drone Program.

PASSED by the City Council of the City of Lake Stevens and APPROVED by the Mayor this -_____ day of ________________2022.

____
Brett Gailey, Mayor

ATTEST:

____
Kelly Chelin, City Clerk