

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.

December 12, 2023 - 6:00 PM

WAYS TO PARTICIPATE:

In Person: The Mill, Sawyers Room, 1808 Main Street, Lake Stevens

or Join Zoom Meeting: <https://lakestevenswa.zoom.us/j/88130005413>

or call in at (253) 215-8782 Meeting ID 881 3000 5413

- 1. Call to Order**
- 2. Pledge of Allegiance** Mayor
- 3. Roll Call**
- 4. Approval of Agenda** Council President
- 5. Guest Business**
 - A. New Employee Introduction of Taylor Pesce, Surface Water Field Technician Shannon Farrant
- 6. Citizen Comments**
- 7. Council Business** Council President
 - A. Recognition of Outgoing Councilmember Mary Dickinson
- 8. Mayor's Business**
- 9. City Department Report**
 - A. Update on the Transportation Benefit Program and Draft Implementation Plan Frank Reinart
- 10. Consent Agenda**
 - A. 2023 Vouchers Barb Stevens
 - B. Professional Services Agreement to KPG Psomas for the 91st Ave SE Sidewalk Phase I Project Frank Reinart
 - C. Professional Services Agreement to BCRA for the Eagle Ridge Park Improvements Phase II Project Frank Reinart
 - D. Interlocal Agreement Amendment for Lake Management with Snohomish County Shannon Farrant

- E. Interlocal Agreement Amendment for 2024 Stormwater Education and Outreach with Snohomish Conservation District Shannon Farrant
- F. Ogden Murphy Wallace Contract - Amendment 1 Greg Rubstello
- G. Feldman & Lee Contract - Amendment 4 Gene Brazel
- 11. Public Hearing**
- A. TEFRA Public Hearing on City's Issuance of Tax-Exempt General Obligation Bonds to Finance a Historical Museum Barb Stevens
- 12. Executive Session - Confidential Session**
- A. Property Acquisition per RCW 42.30.110. (Action expected to follow)
- 13. Adjourn**

THE PUBLIC IS INVITED TO ATTEND

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.

CITY DEPARTMENT REPORT



Agenda Date: 12/12/2023

Contact Person/Department: Frank Reinart, Public Works

This presentation provides a 2023 update to the Transportation Benefit Program (TBP), and anticipates an annual presentation to City Council on the progress of the program during the previous calendar year.

As 2023 is the first year of the program of projects implemented by the City Council in 2022 (Resolution Number 2022-10) and the adoption of a voter-approved local sales tax funding source for the program, this presentation will include a draft implementation plan for the program. 2023 was largely a "planning" year for the program, while the City began collection of the local sales tax April 1 and hired a senior civil engineer to manage the program and many of the individual projects in August.

As of the end of 2023, a few projects included in the TBP are underway:

- The Main Street Improvement project, funded by a federal transportation grant as well as local TBP and other funds, is approaching 100 percent design and anticipates a 2024 construction schedule.
- The Main Street Roundabout project, also funded by a federal transportation grant as well as local TBP and other funds, is starting and the City is currently advertising for a design consultant team.
- Two sidewalk/bicycle project segments on 91st Avenue SE have been combined into a single capital improvement project for efficient delivery, with design work, pending execution of a professional services agreement with the design consultant team selected by City staff, anticipated to start before the end of the year. This project is scheduled for construction during summer 2024.

1. Program Background

In 2018, the City of Lake Stevens (henceforth, either “Lake Stevens” or the “City”) created a new Transportation Benefit District for enhancing the delivery of needed multi-modal transportation improvements in the City. Transportation Benefit Districts are separate legal entities that are created by cities or counties, as authorized by Chapter 36.73 RCW (Revised Code of Washington), for the purpose of financing transportation improvements within the Transportation Benefit District boundaries (which, typically, conform to the city or county corporate boundary limits).

Most Transportation Benefit Districts implemented by cities only collect a specified source of revenue, such as an annual car tab fee or voter-approved sales and use tax increase specifically identified for the Transportation Benefit Districts, and remit the proceeds of that revenue to the creating city or county (who then funds transportation projects with the proceeds). Chapter 36.73 RCW also enables a Transportation Benefit Districts to potentially collect other revenues for transportation projects, such as voter-approved property taxes, impact fees, and/or tolls. The RCW also permits Transportation Benefit Districts to issue bonds, accept grants and donations, and create local improvement districts.

In 2019, City Council adopted resolution 1044 assuming the rights, powers, functions and obligations of the Lake Stevens Transportation Benefit District; abolished the governing body of the Lake Stevens Transportation Benefit District; and vested that authority in City of Lake Stevens City Council. Consequently, the title City of Lake Stevens Transportation Benefit Program (TBP) was adopted, to distinguish this program from Transportation Benefit Districts.

During 2022, City Council adopted Resolution Number 2022-10 to place a proposed sales and use tax increase of up to 0.2% (two-tenths of one percent) as a ballot measure on the November 2022 ballot for Lake Stevens voters to approve or reject. This ballot measure was titled Proposition 1. The sales and use tax proposed in Proposition 1 would last for 10 years. The adopted resolution directed the application of revenues to accomplish, as nearly as may be practical, all transportation projects listed in the Resolution.

The transportation projects identified in Resolution Number 2022-10 have been grouped into the existing TBP. These projects include Complete Street roadway improvements; funding allocations for the City Pavement Preservation program; off-street trails; accessibility improvements to comply with current Americans with Disabilities Act (ADA) requirements; and new sidewalk for streets currently lacking sidewalk on either side of the street, bike lanes, pedestrian accessibility improvements.

Voters approved Proposition 1. Based on 2022 projections, the new sales and use tax increase is anticipated to generate approximately \$ 1.5 million per year. Collection of the sales tax began on April 1, 2023.

2. Project Summary Descriptions

2.1 Summary of Capital Projects for Transportation Benefit Program

Tables 1.1 through 1.3 below outline the individual projects that were identified in Resolution 2022-10 for inclusion in the TBP. Tables 1.4 and 1.5 provide brief, summary descriptions of the scopes for surface improvements anticipated for each of the sidewalk/bike lanes and roadway projects identified in the program. These do not represent comprehensive scope descriptions for each project, as individual projects may require or involve improvements and/or modifications beyond those identified in the tables.

Many, though not all, of these projects are located along roadways the City functionally classifies as 'Collector' streets.

Table 1.1: New Sidewalks/Bike Lanes Projects			
Identifier	Project Street	Intersections/Landmarks	
		Start	End
TBP-1	16th St NE	Main St	Machias Cutoff
TBP -2	91 st Ave SE	4 th St SE	Market Place
TBP -3	91 st Ave SE	8 th St SE	4 th St SE
TBP -4	117 th Ave NE	20 th St NE	26 th St NE
TBP -5	91 st Ave SE	20 th St SE	12 th St SE
TBP -6	North Lakeshore Dr	Main St	123 rd Ave NE
TBP -7	Soper Hill Road	Lake Dr	State Route 9
TBP -8	113 th Ave NE	32 nd St NE	36 th St NE
TBP -9	20 th St NE	Main St	131 st Ave SE
TBP -10	Grade Rd	Hartford Dr	Library
TBP -11	Hartford Dr	20 th St NE	21 st St NE
TBP -12	123 rd Ave NE	22 nd St NE	North Lakeshore Dr
TBP -13	83 rd Ave NE	20 th St SE	17 th St SE
TBP -14	99 th Ave NE	1 st St SE	Chapel Hill Rd
TBP -15	North Lakeshore Dr	123 rd Ave NE	North Lake Swim Beach
TBP -16	99 th Ave NE	Sunnycrest Elementary	30 th St NE
TBP -17	99 th Ave SE	20 th St SE	8 th St SE
TBP -18	Machias Cutoff	South Lake Stevens Rd	123 rd Ave SE
TBP -19	20 th St SE	South Lake Stevens Rd	113 th Dr SE
TBP -20	4 th St NE	94 th Ave NE	98 th Dr NE

Table 1.2: Complete Streets Roadway Projects			
Identifier	Project Street	Intersections/Landmarks	
		Start	End
N/A	Main Street	16 th St NE	20 th St NE
N/A	Main Street Roundabout	20 th St NE	N/A
N/A	79 th Ave SE Access Rd	20 th St SE	83 rd Ave SE
N/A	91 st Ave NE	Market Place	State Route 204

In addition to the roadway projects in Table 1.2, the program allocates \$ 500,000 from the total of each year's TBP funds to Citywide Pavement Preservation program projects not listed in these tables. These funds will be used to supplement existing efforts to sustain a Citywide average Pavement Condition Index (PCI) of 80 or higher.

Table 1.3: Pedestrian Trail Projects			
Identifier	Project Street	Intersections/Landmarks	
		Start	End
N/A	Powerline Trail Phase 1	20 th St SE	8 th St SE
N/A	Powerline Trail Phase 2	8 th St SE	Market Place
N/A	Hartford Road Walking Path	N/A	N/A
N/A	Catherine Creek/Centennial Woods Trail	N/A	N/A

Table 1.4: New Sidewalks/Bike Lanes Summary Scope		
Identifier	Project Street	Summary Scope
TBP-1	16 th St NE	Approximately 4,200 linear feet of 8 to 10-foot wide multi-use path on south side of street; including ADA ramp upgrades where needed and new or replaced stormwater utilities.
TBP-2	91 st Ave SE	Approximately 1,000 linear feet of 5-foot wide sidewalk and 5-foot wide bike lane on east side of street; including ADA ramp upgrades where needed and new or replaced stormwater utilities.
TBP-3	91 st Ave SE	Approximately 1,400 linear feet of 5-foot wide sidewalk and 5-foot wide bike lane on east side of street; including ADA ramp upgrades where needed and new or replaced stormwater utilities.

TBP-4	117 th Ave NE	Approximately 2,100 linear feet of 5-foot wide sidewalk and 5-foot wide bike lane on west side of street; including ADA ramp upgrades where needed and new or replaced stormwater utilities.
TBP-5	91 st Ave SE	Approximately 3,000 linear feet of 5-foot wide sidewalk and 5-foot wide bike lane on east side of street; including ADA ramp upgrades where needed and new or replaced stormwater utilities.
TBP-6	North Lakeshore Dr	Approximately 215 linear feet of 5-foot wide sidewalk and 5-foot wide bike lane on north side of street; including ADA ramp upgrades where needed and new or replaced stormwater utilities.
TBP-7	Soper Hill Road	Approximately 3,000 linear feet of 5-foot wide sidewalk and 5-foot wide bike lane on south side of street; including ADA ramp upgrades where needed and new or replaced stormwater utilities.
TBP-8	113 th Ave NE	Upgrades of existing sidewalk pedestrian ramps to current ADA requirements and lighted crosswalk improvements near school.
TBP-9	20 th St NE	Upgrades of existing sidewalk pedestrian ramps to current ADA requirements and lighted crosswalk improvements near school.
TBP-10	Grade Rd	Approximately 650 linear feet of 5-foot wide sidewalk and 5-foot wide bike lane on east side of street; including ADA ramp upgrades where needed and new or replaced stormwater utilities.
TBP-11	Hartford Dr	Approximately 500 linear feet of 5-foot wide sidewalk and 5-foot wide bike lane on west side of street; including ADA ramp upgrades where needed and new or replaced stormwater utilities.
TBP-12	123 rd Ave NE	Approximately 650 linear feet of 5-foot wide sidewalk and 5-foot wide bike lane on either side of the street (future scope decision); including ADA ramp upgrades where needed and new or replaced stormwater utilities.
TBP-13	83 rd Ave NE	Approximately 850 linear feet of 5-foot wide sidewalk and 5-foot wide bike lane on east side of street; including ADA ramp upgrades where needed and new or replaced stormwater utilities.
TBP-14	99 th Ave NE	Approximately 160 linear feet of 5-foot wide sidewalk and 5-foot wide bike lane on east side of street; including ADA ramp upgrades where needed and new or replaced stormwater utilities.
TBP-15	North Lakeshore Dr	Approximately 1,200 linear feet of 5-foot wide sidewalk and 5-foot wide bike lane on north side of

		street; including ADA ramp upgrades where needed and new or replaced stormwater utilities. Also, a lighted mid-block crosswalk at the North Lake Shore Swim Beach
TBP-16	99 th Ave NE	Approximately 1,300 linear feet of 5-foot wide sidewalk and 5-foot wide bike lane on east side of street; including ADA ramp upgrades where needed and new or replaced stormwater utilities.
TBP-17	99 th Ave SE	Approximately 3,000 linear feet of 5-foot wide sidewalk and 5-foot wide bike lane on east side of street; including ADA ramp upgrades where needed and new or replaced stormwater utilities.
TBP-18	Machias Cutoff	Approximately 3,200 linear feet of 8 to 10-foot wide multi-use path on south side of street; including ADA ramp upgrades where needed and new or replaced stormwater utilities.
TBP-19	20 th St SE	Approximately 2,000 linear feet of 5-foot wide sidewalk and 5-foot wide bike lane on south side of street; including ADA ramp upgrades where needed and new or replaced stormwater utilities.
TBP-20	4 th St NE	Approximately 450 linear feet of 5-foot wide sidewalk and 5-foot wide bike lane on north side of street; including ADA ramp upgrades where needed and new or replaced stormwater utilities.

Table 1.5: TBP Roadway Projects Summary Scope		
Identifier	Project Street	Summary Scope
N/A	Main Street	Replace approximately 1,600 linear feet of existing Main Street incorporating the urban design and aesthetic improvements to Main Street envisions by the Downtown Subarea plan.
N/A	Main Street Roundabout	Replace the existing four-way stop intersection of Main Street and 20 th St NE with a single-lane roundabout-configured intersection.
N/A	79 th Ave SE Access Rd	Construct approximately 940 linear feet of new roadway, including sidewalks and utilities.
N/A	91 st Ave NE	Replace approximately 1,600 linear feet of existing 91 st Ave NE with improved street alignment and channelization, sidewalks, bike lanes, street trees, and utility replacements and upgrades

Due to the large number of sidewalk/bike lane projects identified and the recognition that relatively objective prioritization was going to be necessary to sequence project delivery, City

staff scored each of the proposed projects in 2022 for each of nine categories. Table 1.6 below summarizes how each category was considered and scored.

Table 1.6: Scoring Categories for New Sidewalks/Bike Lanes Projects

Sidewalks - Scoring Criteria								
Priority	Zoning	Roadway Type	Pedestrian/Bicycle Accidents	Facility within 1/4 Mile	Cost	Opportunity	Grant Eligibility	Dedicated Funding
High = 3	Commercial, Incl. School	Minor Arterial	More than one Ped/Bicycle Accident	Adjacent to a medical office	<\$150,000	Public & Political Support is Strong	Eligible for more than two grants	Full Funding
		Collisions involving pedestrians		Adjacent to services for the disabled				
		Streets with highway interchange		Adjacent to a library				
				Adjacent to a senior center or senior housing				
				Adjacent to a school				
				Adjacent to a high use transit stop				
Medium = 2	Mixed Use	Major Collector	One Ped/Bicycle Accident	Adjacent to a public office	\$150,001 to \$500,000	Public or Political Support Strong	Eligible for one grant	>50% Funded
		Minor Collector		Adjacent to a park				
Low = 1	Single Family Industrial	Neighborhood	No Record	Connects or completes street(s)	>\$500,000	Support Not Known/Not Supportive	Eligibility Unknown	<50% Funded

The results are included in Table 1.7, below.

Table 1.7: Prioritization Scoring for New Sidewalks/Bike Lanes Projects										
Identifier	Project Street	Average Score	Zoning	Function Class	Accident Data	Existing Nearby	Cost	Opportunity	Grant Eligible	Dedicated Funding
TBP-1	16th St NE	2.25	2	2	2	3	1	3	3	2
TBP-2	91 st Ave SE	2.25	3	2	2	3	1	3	3	1
TBP-3	91 st Ave SE	2.25	3	2	2	3	1	3	3	1
TBP-4	117 th Ave NE	2.13	1	2	3	3	1	2	2	3
TBP-5	91 st Ave SE	2.13	3	2	2	3	1	3	2	1
TBP-6	North Lakeshore Dr	2.13	3	2	2	2	3	2	2	1
TBP-7	Soper Hill Road	2.13	3	3	1	3	1	3	2	1
TBP-8	113 th Ave NE	2	3	1	1	3	3	2	2	1
TBP-9	20 th St NE	2	3	3	1	3	3	1	1	1
TBP-10	Grade Rd	2	3	2	1	3	2	3	1	1
TBP-11	Hartford Dr	2	3	2	1	3	2	3	1	1
TBP-12	123 rd Ave NE	1.88	3	1	1	3	2	2	2	1
TBP-13	83 rd Ave NE	1.88	3	2	1	3	2	2	1	1
TBP-14	99 th Ave NE	1.88	2	2	1	3	3	2	1	1
TBP-15	North Lakeshore Dr	1.88	3	2	1	2	1	3	2	1
TBP-16	99 th Ave NE	1.75	1	2	1	3	1	3	2	1
TBP-17	99 th Ave SE	1.75	3	2	1	3	1	2	1	1
TBP-18	Machias Cutoff	1.75	1	3	2	1	1	3	2	1
TBP-19	20 th St SE	1.63	1	3	2	2	1	2	1	1
TBP-20	4 th St NE	1.63	2	1	1	3	2	2	1	1

2.2 Stormwater Utility Improvements Needed

Although the primary visible improvements of the TBP projects will be at street and path surfaces, most TBP projects will also require incorporation of stormwater utility capital improvements, in order to provide adequate conveyance for the surface improvements, meet stormwater management regulatory and design requirements, or both.

In particular, project locations in the City that either add sidewalks and curbs to existing roadways or move the current curb line to meet a new street profile will typically require the addition, relocation, and/or improvement of existing City storm pipes, catch basins, and drain grates. Typically, these stormwater conveyance assets need to align with, or be relatively close to, the curb and gutter that directly surface drainage from the street into the City's stormwater system. Also, for streets that currently do not have curbs and/or sidewalks, street drainage may sheet-flow off the street into the existing roadway shoulder or an adjacent stormwater channel, and neither may be compatible with a new sidewalk and curb.

Additionally, capital improvement projects need to comply with current City stormwater management design requirements, including the minimum requirements of the stormwater design manual the City adopts for this purpose. Among other requirements, the addition of new and/or replaced impervious surfaces, often the outcome of adding sidewalks over existing roadway shoulders and/or shoulder drainage channels, trigger additional design and construction requirements for the project to provide runoff treatment and/or stormwater detention measures meeting current requirements.

Being underground, stormwater utility improvements need to be designed and constructed concurrently with the surface-level street improvements. Although it is possible to build utility improvements in advance of street projects and City staff will seek opportunities to do so for this program, this approach can be more costly and may delay TBP surface improvement projects.

3. General Project Delivery Schedule

In general, the schedule and timing in which TBP projects can be delivered is affected by a variety of factors. Examples of these factors include, but aren't limited to:

- Physical dimensions and degree of public impact of the project scope
- Availability of local and/or external project funding
- Available staff resources and capacity, balanced with other City priorities/projects
- External funding/grant requirements and deadlines
- Timing/sequencing of a TBP project with other City ROW projects and/or programs

3.1 Sidewalk/Bike Lane Projects

As discussed in Section 2.1, 20 sidewalk/bike lane and/or multiuse pathway project segments were identified and prioritized for the program. Based on a ten-year duration for the local sales tax funding for the program from 2023 to 2033, a project delivery sequencing plan was developed. This plan spaced the projects out over the duration to provide a schedule for local funding planning and pursuits of external funding opportunities over the next ten years. This sequencing plan was also laid out for current and anticipated availability and capacity of City staff resources to manage the design, ROW acquisition, and construction stages for each project.

This project sequencing plan is provided in Table 3.1, below. The blue-colored boxes indicate, generally, in which year each stage of the project will take place.

Generally, sidewalk/bike lane projects will attempt to follow a consistent delivery schedule. Although there is never an universally ideal time for street construction, in terms of minimizing the temporary disruptions and inconveniences to everyone, the delivery schedule outlined below attempts to reduce unnecessary impacts.

- August to March of following year – Design stage for project
- November within that Design stage – City sends intent to acquire ROW letters to affected property owners to begin the City ROW Acquisition process
- March to April – Advertise project for construction bids and award construction contract
- June to August – Construction

The construction period outlined above (summer months) will typically work for many sidewalk projects, but some of the larger-footprint projects may last longer. The primary goal of the construction period identified above is to focus, as much as possible, most of the construction disruptions of pedestrian use of sidewalks to the summer months when schools are not in general session and weather impacts to schedules may be relatively low.

However, design stage processes, particularly ROW acquisition and temporary construction access easement agreements may require more time to complete than is described above. Similarly, in the event an individual project is funded with federal grants or similar federal funds sources, the delivery schedule is typically much longer in order to satisfy federal requirements and obtain required approvals.

City staff will typically not arbitrarily delay sidewalk projects to the summer months, merely because an individual project design stage cannot be completed in time to contract the work for that summer.

Identifier	Stage	Project Location	Year									
			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
TBP-1	Design ROW Construction	16th St NE (Main to Machias)										
TBP-2	Design ROW Construction	91st Ave SE (4th to Market)										
TBP-3	Design ROW Construction	91st Ave SE (8th to 4th St SE)										
TBP-4	Design ROW Construction	117th Ave NE (20th to 26th St NE)										
TBP-5	Design ROW Construction	91st Ave SE (20th to 12th St. SE)										
TBP-6	Design ROW Construction	North Lakeshore Dr (Main Street to 123rd Ave NE)										
TBP-7	Design ROW Construction	Soper Hill (Lake Drive to SR9)										
TBP-8	Design ROW Construction	113th Ave NE (32nd to 36th NE)										
TBP-9	Design ROW Construction	20th St NE (Main Street to 131st Ave SE)										
TBP-10	Design ROW Construction	Grade Road (Hartford to Library)										
TBP-11	Design ROW Construction	Hartford Drive (20th to 21st St. NE)										
TBP-12	Design ROW Construction	123rd Ave NE (22nd to N. Lakeshore Dr)										
TBP-13	Design ROW Construction	83rd Ave NE (20th to 17th St. SE)										
TBP-14	Design ROW Construction	99th Ave NE (1st St NE to Chapel Hill)										
TBP-15	Design ROW Construction	North Lakeshore Drive (123rd to Swim Beach)										
TBP-16	Design ROW Construction	99th Ave NE (Sunnycrest Elem to 30th St NE)										
TBP-17	Design ROW Construction	99th Ave SE (20th to 8th St. SE)										
TBP-18	Design ROW Construction	Machias Cutoff S. Lake Stevens Rd to 123rd Ave SE										
TBP-19	Design ROW Construction	20th St SE (S. Lake Stevens Rd to 113th Dr SE)										
TBP-20	Design ROW Construction	4th St NE (94th to 98th Drive NE)										

3.2 Complete Streets Roadway/Trail Projects

The project delivery schedules for the TBP roadway and trail improvement projects cannot be generalized to the same degree as the sidewalk/bike lane projects. The local funding available from the TBP is typically not sufficient to fund these projects, as they are typically more substantial in both scope and cost than the pedestrian/bicycle projects. The primary purpose for local funding for these projects will typically be to leverage and match external funding sources and opportunities secured on a project-by-project basis. Consequently, each project will have a unique design and construction schedule based on the City securing the required funding.

3.3 Main Street Improvement Projects

Two Complete Streets projects funded by the TBP listed in Table 1.5 have been scheduled. Local funds, including voter-approved sales tax funds through the TBP, were used as described previously in order to leverage award of, and provide local matching funds for, a federal transportation grant for each of the two Main Street projects.

These federal grants have deadlines that obliged the City to prioritize scheduling delivery of both Main Street projects. The City is currently completing design for the Main Street Improvement projects during 2023 for an anticipated 2024 construction. The City is starting the design for the Main Street Roundabout project in 2024 for an anticipated 2025 construction.

4. Local Funding Plan

This section summarizes project estimating practices that will be used for the program and local funding options available for the program's capital improvement projects. In order to deliver projects as efficiently as possible, particularly within the 10-year duration of the local sales tax funding for the TBP, local funds will be used to both directly fund the design and construction of projects as well as leverage opportunities for external grant funding (especially for higher-budget projects, such as the Complete Streets roadway projects).

This section is not meant as a comprehensive description of each of these funding sources and all City uses of these sources that form the basis of the annual budget process. For more information on the use of local funding sources for transportation projects such as the TBP projects, please refer to the annual Budget Book, the current Capital Facilities Plan, and/or the current Capital Improvement Plan.

4.1 Project Estimating Practices

Project costs increase over time in a variety of ways, and estimates can become obsolete if unanticipated conditions result in cost increases not previously considered.

Construction costs during the past few years have been particularly unpredictable, largely due to both direct and indirect consequences of the COVID-19 pandemic, rising labor expenses, fuel expenses, and overall inflation impacts on construction material costs. These rises impact construction unit prices in a variety of ways, many of which can be difficult to predict in advance, as well as influencing the overall public works construction market through bidder responses to actual or perceived contract risks. All of these effects also impact rises design consultant fees and related expenses, though typically to smaller degrees.

In general, the more accurate project estimating tools need to be led by relevant price and cost data from local bid opening data. With the relative volatility of the past few years, the more recent bid opening data tend to be necessary for estimate accuracy.

During the ten-year duration of the local sales tax funding for the TBP, estimates for projects not yet delivered will be updated on an annual basis, based upon data from bid openings in Snohomish County cities during the previous calendar year and other sources with demonstrated reliability and applicability. The timing for this update will coincide with the schedule for the City's annual budget process. Updates will also incorporate project expense changes that may arise from additional scope and expenses for particular funding sources (particularly federal funding) and compliance with changes from future, unanticipated project requirements (e.g. scope modifications, stormwater management requirements, applicable code or regulatory changes, etc.).

4.2 Local Sales Tax Funding

As mentioned previously, City voters approved a sales tax increase of up to 0.2% (two-tenths of one percent) in November 2022, to fund the TBP projects. The sales tax increase in Lake Stevens was less than or equal to those used by other Snohomish County cities in 2022, including Arlington, Lynnwood, Marysville, Monroe, Mukilteo, Snohomish, and Stanwood.

The sales tax increase is presently approved for a 10-year period (2023 to 2033). Extensions of that period will require future voter approval.

A sales tax was selected as the funding mechanism since it can be applied to both residents and visitors enjoying the shopping, dining, and recreation opportunities in Lake Stevens. Consequently, a sales tax is frequently viewed as a fair means for residents and visitors alike to contribute to necessary improvements and maintenance for streets, sidewalks, and trails to sustain this public use.

Collection of the sales tax increase began in April 2023. In general, City staff estimate this funding source will generate approximately \$1.5 million per year. However, 2023 funding is expected to be reduced as a consequence of collection starting later in the year.

Broadly, the local sales tax funding will be divided between four categories of projects approved for the program:

- New sidewalk and bike lanes where not present on City street corridors, including accessibility improvements
- Complete Streets roadway-wide improvement projects
- Pavement preservation program (annual allocation from TBP funding)
- Off-street pedestrian trail improvement projects

In order to guide, as much as possible, annual budgeting decisions for TBP projects, the City conducted a public survey in 2022 to evaluate the preferences of the community. Based on the findings of approximately 900 received responses, the community prefers the funds to be distributed as follows:

- 51.62 % - More sidewalks to schools and to connect neighborhoods around the lake
- 36.76% - Improvements to streets and/or street maintenance for high-volume roads such as arterials and collectors to help relieve traffic congestion
- 11.62% - Multiuse pathways for recreation

This preference of fund budgeting decisions for TBP projects may be modified to take advantage of opportunities for external funding, scope combinations with other City projects, or similar modifications beneficial to the City and general public.

4.3 Traffic Impact Zone Funding

New private development and certain types of private redevelopment within these zones are assessed a traffic impact fee at the time of permit approval. The fees assessed provide Lake Stevens a means to reimburse portions of the costs to provide transportation facilities needed to service the new development. Although some types of development will require a different assessment, most traffic impact fees for new development are calculated based on an estimated number of new/increased vehicle trips per day created by the proposed development multiplied by a “per trip” fee established by Lake Stevens.

In order to support traffic impacts in the different areas of Lake Stevens, much of the City is divided into three Traffic Impact Zones, each based around one of the three identified commercial centers contained within City limits. A map of the three traffic impact zones is included as Figure 4.1, below.

As many of the projects identified for the TBP are contained within one of the mapped Traffic Impact Zones, the funds collected may be used for projects located within the mapped zone. However, as these funds may also be required for other City transportation projects, allocations of Traffic Impact Zone funding to TBP projects will be limited by additional City transportation priorities.

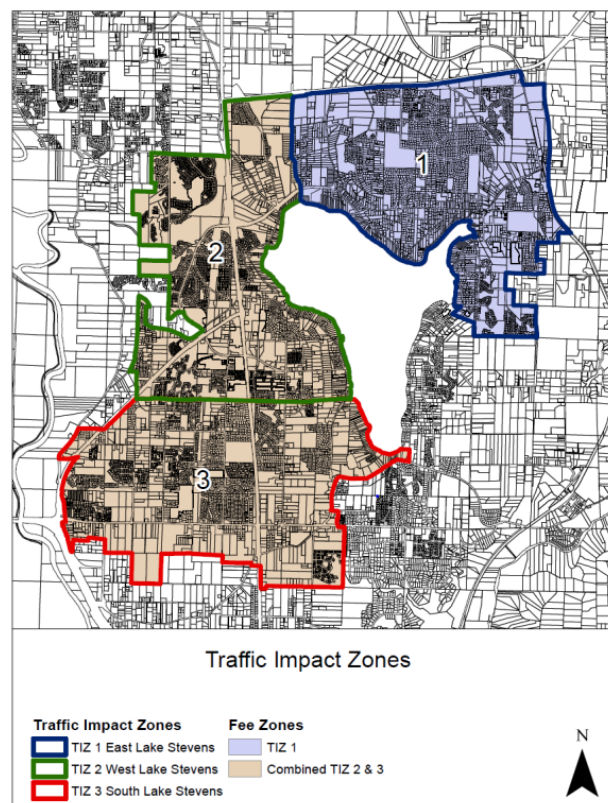


Figure 4.1: Traffic Impact Zone Map (not updated for more recent City annexations)

4.4 Development Fee-In-Lieu

A similar, though more limited and circumstantial, funding source may be available for specific TBP projects. The City occasionally collects fee-in-lieu assessments for private new development and/or redevelopment, instead of requiring those proposed developments to construct public right-of-way improvements adjacent to the development area. Under circumstances authorized by Lake Stevens Municipal Code, development approvals may waive requirements to construct frontage and/or street improvements in the public rights-of-way adjacent to the proposed development. Instead, the developer pays a fee-in-lieu assessment to the City to be used to reimburse a portion of the costs for those improvements at a later date. This is most typically done when the City has a right-of-way project already planned in the vicinity of the proposed development.

This funding source will be difficult to apply because of the timing required and because it can only be used for specific TBP projects that may overlap a future proposed development area. However, City staff will explore this opportunity, whenever possible.

4.5 Other Local Transportation and Parks Revenue Funding Sources

Other City funding sources can be acceptable to fund TBP projects. Examples of these funding sources include: real estate excise tax (REET), sidewalk fund, street fund, and, for parks and trails projects, parks and recreation and parks mitigation funds.

However, these other funding sources must be shared between all the applicable City priorities and projects each year. Considering the TBP projects have a dedicated funding source through the TBP, it is anticipated these other funding sources will only be used to a very limited degree.

4.6 Stormwater Utility Funding

As mentioned previously, many of the TBP projects (particularly the sidewalk/bicycle lane improvement projects) are located in street areas that currently have limited stormwater conveyance means only suitable for the existing street profile. In particular, the addition of sidewalks and curbs will block existing sheet flow drainage the streets may presently rely upon in lieu of catch basins and connecting piping in parallel with the line of the street.

While TBP funds and other transportation funding sources are suitable for the transportation improvement aspects of the TBP projects, improvements to stormwater utility management, both conveyance and required runoff/water quality treatment and/or detention, are not eligible for those sources. Consequently, stormwater utility funds will be needed for the required utility improvements.

As the TBP significantly escalates the number of transportation capital improvement projects being delivered by the City during the next ten years, it is likely that the current utility rate funding the stormwater utility enterprise fund is not presently sufficient to support that overall project delivery rate by the City. This represents a long-term planning challenge for the City to address, for both TBP and non-TBP transportation projects, during the next few years of this program.

4.7 Future Bond Funding Support Uses

The City may implement a bond to support the TBP projects in a couple different ways.

Firstly, a bond may be used to fund shortfalls in budget needs for TBP projects, either to fill a shortfall of eligible transportation costs for TBP-generated funds and/or those not eligible (such as the stormwater utility improvement costs). As shown by the 2023 Project Delivery and Funding Plan, there is currently a significant shortfall in local funding available to complete these projects within the 10-year local sales tax funding period of 2023 to 2033. Debt is issued to facilitate project delivery, with repayment scheduled for a later date scheduled with the bond.

Secondly, a bond may be used to accelerate project delivery by “fronting” the design and/or construction costs sooner and permit contracted services to proceed faster than the usual availability of funds. As above, debt is issued to fund a project’s design and/or construction sooner, with a repayment date scheduled later.

In both cases, the debt service would include the total repayment cost of the principal and accrued interest on any particular bond issue.

Due to rising interest rates in 2022 and 2023, the use of bonds to fund TBP project delivery, and in particular to accelerate delivery, is a much less attractive option for the City than it was in the past. Consequently, priority is anticipated to shift to pursuit of external funding opportunities to both fully fund TBP projects and, if possible, accelerate delivery of the projects.

DRAFT

5. External Funding Strategies

It is anticipated the TBP will need significant external funding support in order to deliver the listed projects within the 10-year program duration. One of the purposes for the program's local sales tax funding is to provide leverage, such as matching funds, for external agency grant applications and similar partner agency funding.

Additionally, it will be important to incorporate a proactive approach to the pursuit of grant funding opportunities. Most grant programs require a "lead time" between an application deadline and the final award of grant funds, and many require an additional "lead time" between a notice grant funds have been awarded and the funds being "obligated"/authorized for use by Lake Stevens. Further, most grant opportunity application periods conform to a specific timeline and, if a potential project misses one opportunity, must wait for the next one.

5.1 State Transportation Grant Funding

The "lead" time for state transportation grant programs is generally fairly uniform, and so represent. Application opportunities typically come in the even-numbered years, with the actual grant opportunity published sometime between January and April of that year. The deadlines for these applications are typically about three months after the opportunity is advertised, typically by the end of June at the latest. Final awards for these grants typically comes by the end of the even-numbered year and the City can finalize contracting funds for a particular project in the early months of the following, odd-numbered year. If a notice of award comes soon enough, the result can be integrated with the City's annual budget adoption and associated capital project funding appropriations.

To maximize state transportation grant funding efforts, the City will review even-numbered grant application notices and consider all TBP projects in the sequence for the following two years for suitability for the application. Although additional TBP projects beyond that two-year window may also be considered, this possibility needs to be moderated both by the desire to fund each project with external grants to the maximum degree possible and ultimately the City's capacity to reliably deliver each funded project on-time.

For example, applying this strategy schedule to 2024:

- During early 2024, TBP projects anticipated to be designed and/or constructed during 2025 and 2026 will be a priority for applications for established State transportation grant opportunities. Submittal deadlines are expected to fall in April and May 2024.
- Notices of funding awards may come by October to November 2024, and this potential may sequence with the final adoption of the City's annual budget (for funded projects in 2025; or included in future budget planning for projects in 2026).
- The City can anticipate contracting for state funds by early 2025 for projects in 2025 and 2026, assuming match funds and other grant award conditions can be satisfied.

The following State transportation grant programs have been identified as potentially suitable for TBP projects in general, and the sidewalk/bike lane projects in particular. The State agency typically administering each grant program is noted in parentheses.

- Pedestrian/Bicyclist Program (Washington State Department of Transportation)
- Safe Routes to School (Washington State Department of Transportation)

- Urban Active Transportation Program (Transportation Improvement Board)
- State Capital Appropriations by legislative action/legislative earmark (Washington State Department of Commerce, typically)

Note: as there are existing state grant programs for pedestrian/bicycle improvement projects, this opportunity may be more compatible with the program's Complete Streets roadway projects

5.2 Federal Transportation Grant Funding

5.2.1 Federal Transportation Grant Funding for Complete Streets Roadway Projects

The Complete Streets roadway TBP projects are typically compatible with federal transportation funding, whether secured through Puget Sound Regional Council (PSRC) funding opportunities, federal transportation grant programs whose applications and execution are directly administered by the Washington State Department of Transportation on behalf of the U.S. Department of Transportation, or federal legislative earmarks whose applications are addressed through legislative offices (though execution of the grant agreement is also administered by the Washington State Department of Transportation on behalf of the U.S. Department of Transportation).

It should be noted that the "lead times" mentioned for state grant applications can be considerably longer for federal funding opportunities. Federal grant requirements to "obligate"/contract for awarded federal funds can also be significantly longer than those indicated for state grant opportunities. Consequently, the schedule of delivery for any TBP projects funded with federal funds may require a significant delay, which may extend beyond the 10-year duration of the local sales tax funding source..

In addition to the delays on project delivery, the project estimate used for a federal grant funding applications will need to be adjusted to address both the potential delay in delivery (increasing the anticipated project cost through accumulative annual cost escalation), the additional cost of project management and documentation requirements for federally-funded projects, additional costs associated with the implementation of federal regulations governing how federal funds can be spent, the additional environmental review and documentation associated with the National Environmental Policy Act (NEPA), and the required fees paid to the State agency administering the grant on behalf of the federal agency managing the grants.

5.2.2 Federal Transportation Grant Funding for Sidewalk/Bicycle Projects

In general, federal funding is not suitable for the program's sidewalk/bicycle improvements projects, and should be avoided.

Federal funding awards typically impose a substantial project cost increases, with approximately 25-40 percent of a federal grant award funding only the additional project obligations and requirements to satisfy federal regulations rather than adding "value" to a project budget.

Additionally, federal funding imposes substantial schedule increases and delays, as well as federal and state agency review and approval cycles, in order to fulfill the federal regulations automatically applicable to federal funding for local governments. This increase in project schedule duration may still be compatible with longer-duration transportation projects such as Complete Streets projects, but typically does not satisfy the quicker delivery pace expected for new sidewalk/bicycle project.

Finally, another significant impact of federal funding pertains to regulatory review and certification/approval requirements on all ROW acquisition and temporary construction access easement agreements associated with a project. All acquisition and temporary agreements need to conform with the WSDOT ROW acquisitions requirements, in addition to those of the City.

The quantity of these agreements anticipated for most sidewalk/bicycle projects is high, and they are typically much more expensive to develop than both ROW acquisition and temporary construction agreements normally are when only required to satisfy the City's ROW acquisition requirements. Further, each of these agreements requires a separate review and certification by WSDOT, and all approvals must be completed before a project can proceed into advertisement for bids and subsequent construction.

Based on all these considerations, the "design" stage of federally-funded capital improvement projects frequently extends for more than a year, particularly if that stage needs to incorporate development and certification of ROW acquisition and/or temporary construction agreements. Since a design stage lasting for years is not compatible with the desired delivery pace for the sidewalk/bicycle lane projects, the use of federal funding opportunities for these projects will be very limited. Nevertheless, City staff will watch for particular federal funding opportunities that may still be worthwhile for individual projects.

6. Public Outreach and Notifications

6.1 Program-level Public Outreach

In addition to project-specific public outreach efforts, which are scoped to the degree needed for the individual project, a program-level public outreach effort will be sustained for the duration of the program. This effort anticipates including the following elements:

- An updated Transportation Benefit Program Website
- Project Websites for Active TBP Projects
- Annual Progress Report to City Council
- Social Media Posts

The overall goal of the program-level public outreach is to keep the residents of Lake Stevens updated on both the uses of voter-approved local sales tax funds, as well as the anticipated project delivery schedule looking forward.

The current program's webpage is primarily focused on providing the public information on a future program to inform the November 2022 vote to adopt the sales tax funding. The updated webpage will include background information and will be focused on the status of project sequence and delivery, including anticipated delivery schedules.

Additionally, a webpage focused on the City's process for right-of-way (ROW) acquisition will be created. ROW acquisition can be a challenging and difficult process for the public to understand, and there are occasional misunderstandings regarding how offers are developed, how and when condemnation may be used, and similar subjects. By providing a general information webpage for the public to refer to at any time, the City can encourage a proactive understanding of the subject as well as invite members of the public, whether private resident or business, to share questions and concerns with the City before a project at their location begins.

Although the overall program does not presently envision public presentations or similar events, projects under the program of significant scope, such as the Complete Streets roadway projects, or of particular public sensitivity, may host public gatherings and similar forums if needed.

6.2 Outreach to Utility and Other Public Service Providers

Several utility companies and other public agencies provide public services within and adjacent to City ROW. These include:

- Snohomish Public Utility District (SnoPUD): electricity, public lighting, and drinking water
- Lake Stevens Sewer District: sanitary sewer
- Puget Sound Energy: gas
- Waste Management: garbage/solid waste removal
- Community Transit: public transit/bus services
- Zply, Comcast, and other fiber communications companies: fiber/broadband communications
- United States Postal Service: mail delivery
- Washington State Department of Transportation: traffic-related utility services along State highways within Lake Stevens city limits

Individual TBP projects may affect these partner agencies and companies in a variety of ways, and timely delivery of projects on schedule requires establishing and maintaining coordination with all partners providing public services to the City in the ROW.

Impacts and effects could be permanent needs, such as the relocation and/or modification of existing service facilities (e.g. moving utility poles for overhead lines, moving a mailbox location, etc.) or temporary (e.g. short-term closing of a bus stop or alternative garbage pickup location during project construction, etc.).

The City began reaching out to partners operating public services in the ROW in late 2023 to inform them about the launch of this program and the anticipated project locations and desired delivery timeline. Discussions of the program's projects will also be included, as needed, in future coordination meetings and similar efforts between City staff and representatives of these services. In addition to direct responses to specific projects, such as relocation of existing utilities for the sidewalk projects, this advance coordination offers other service providers the opportunity to incorporate improvements or modifications of their services into their own capital project planning efforts.

As typical for City capital projects, the project design team will contact all affected public services providers when design begins on a new project, to inform them the project is beginning and start discussion of any changes that need to be made in order to respond to the program's capital improvement project.

6.3 Project-specific Public Outreach

Project-specific public outreach will be scaled to the size and disruptive potential of the individual project. Some TBP project locations may have relatively minimal impact on the general public outside of property owners immediately adjacent to construction. Other TBP projects, particularly the Complete Streets roadway projects, may have substantial temporary impacts on traffic flow and congestion, due to lane closures, temporary detours, and similar conditions.

Consequently, this section mainly discusses the overall public outreach efforts that are expected to be universally characteristic for the TBP projects.

Public outreach for specific projects will typically start with a project design notice letter mailed to the neighborhood(s) directly adjacent to the roadway corridor, nearby and/or potentially affected schools and businesses, and public service providers as discussed previously. This notice will include the anticipated location and footprint of the project, the project schedule, identify the lead design consultant, and provide the City staff point of contact for questions or concerns. Depending on the specific needs of the project, additional information may be added, if relevant and on a case-by-case, to the initial public notice.

Also, a new project webpage will be developed near the beginning of each project design. The webpage will provide a regularly-updated resource to the public for information on the status and progress of the project from the beginning of design through to the completion of all construction activities.

A construction notice letter similar to the previous design notice will be mailed approximately two to three weeks in advance of construction activities commencing, to a similar distribution to that of the project design notice letter plus additional recipients concerned or impacted by the project that may be identified during the design stage. This letter will summarize overall temporary impacts and/or disruptions to public access on the street, potential traffic impacts, and temporary relocations and/or disruptions of public services anticipated (e.g. bus stops closed, detours, etc.).

Both ROW acquisition processes and temporary construction access easement/construction restoration agreements require an additional level of public outreach and engagement between the City, the specific property owner, and, potentially, tenants and/or businesses resident or otherwise present at the property. Although this procedure primarily focuses on permanent acquisition of ROW by the City, the process to reach temporary construction access easement/construction restoration agreements with property owners for transitory construction and restoration impacts of a ROW project are similar.

As construction activities are typically the most impactful to the widest number of the public, public outreach efforts during construction are typically more substantial and frequent than during the design stage. In addition to the notice of the start of construction, construction public outreach typically includes several different tools:

- One or more project signs deployed at accessible/visible locations along the construction work zone, identifying the project and providing a means for the public to secure additional information. A tool seeing increasingly common usage for directing sign viewers to sources of more information, such as a project website, is the scannable quick-response (QR) code. Project signs for TBP projects will identify themselves as funded by the voter-approved local sales tax for the TBP, in addition to identifying other external funding partners.
- Project webpage updates, as noted previously.
- Social media posts, particularly of immediate construction impacts or changes that are short-noticed for the public
- Door hangers and similar notices for properties directly affected by construction activities, particularly in the event of utility or other public service disruptions.



One Community Around The Lake

Transportation Benefit Program Update & Draft Implementation Plan

FRANK REINART

SENIOR CIVIL ENGINEER

DECEMBER 12, 2023 CITY
COUNCIL MEETING



Overview

- Overview of the Draft Implementation Plan
- Update on the City Transportation Benefit Program
- Questions?



Program's Project Summary

- 20 Pedestrian (Sidewalk/Bicycle) Connection Projects
- 4 Complete Streets Roadway Projects
- Main Street and Main Street Roundabout – Different Timelines
- 4 Off-street Pedestrian Trail Projects
- Annual Pavement Preservation



Stormwater Utility Partnership

- Alignment Corrections
- Current Stormwater Management Design Requirements
- Opportunities To Improve – Not Merely Comply



General Pedestrian Connection Delivery Sequence

- August to March – Design
- November – ROW Acquisition
- March to April – Bid
Advertisement
- June to August – Construction

Roadway and Trail Projects Have
Unique Schedules



Local Funding for Projects In Program

- Annual Project Estimate Updates
- Local Sales Tax Funding
- Other Local Funding Sources
- Future Bond Funding Support



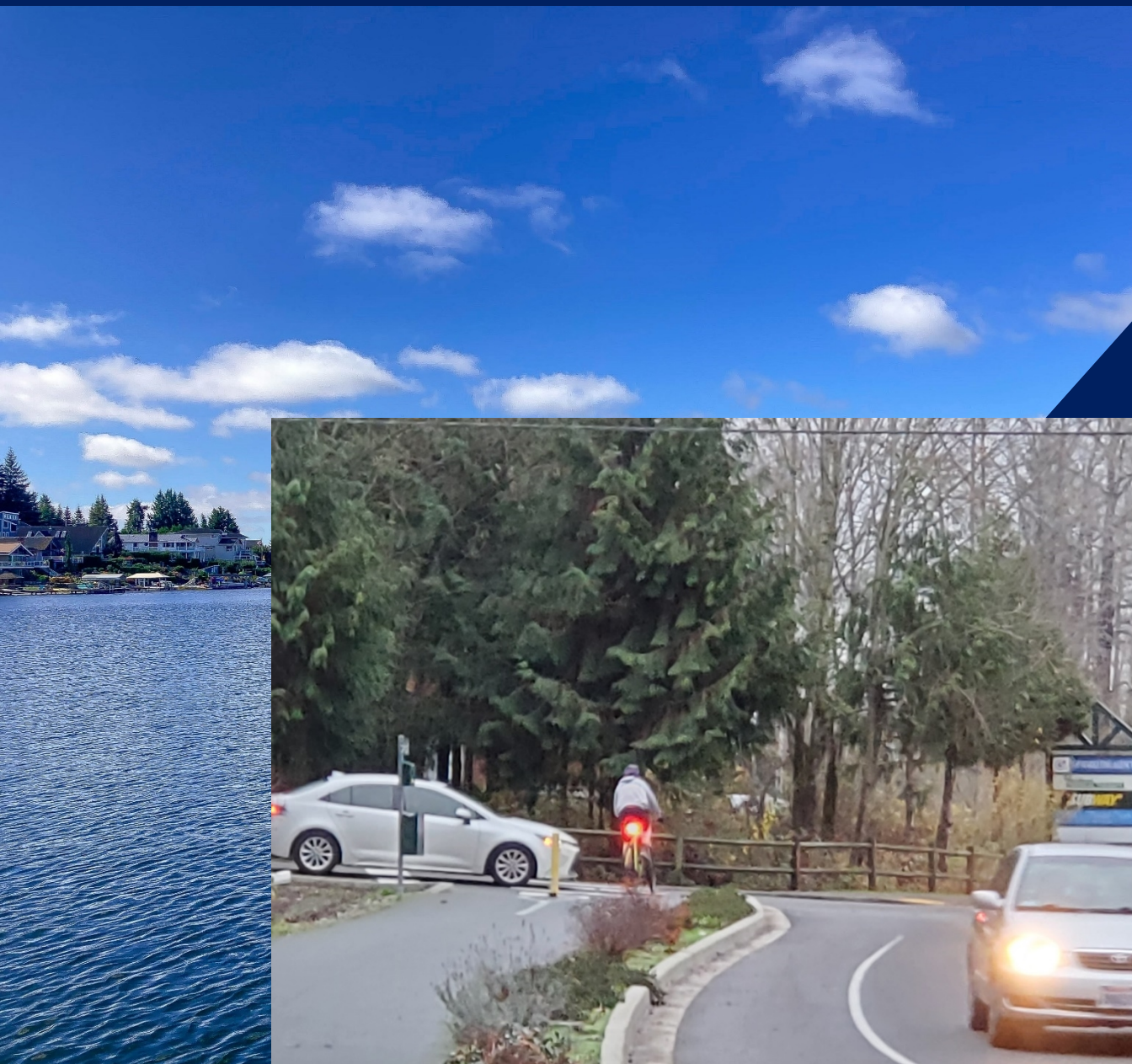
External Funding for Projects In Program

- State Transportation Grant Funding
- Even-numbered Years Applications
- Federal Funding
 - Limitations for Pedestrian Connections
 - Complete Streets Projects



Public Outreach and Information

- Update to the Transportation Benefit Program Website
- Project-specific Websites (QR Code Use)
- Signs
- Social Media
- Stakeholder Meetings
- Annual Council Updates



2023 Program Update

- Began Local Sales Tax
- Main Street Improvements – In Final Design; Construction 2024 (federally funded)
- Main Street Roundabout Improvements – Design Start 2024; Construction Scheduled 2025 (federally funded)
- 91st Avenue SE Sidewalk Improvements – Design and Construction 2024 (fast track)
 - TBP-02: Market Pl to 4th St SE
 - TBP-03: 4th St SE to 8th St SE

Questions?

Thank you for the
opportunity to present on
the new Transportation
Benefit Program!

Frank Reinart
Senior Civil Engineer
freinart@lakestevenswa.gov
(425) 622-9446

BLANKET VOUCHER APPROVAL
2023

Payroll Direct Deposits	11/25/2023, 12/10/2023	\$787,005.93
Payroll Checks		
Electronic Funds Transfers	ACH	\$255,626.02
Claims	59665-59757	\$219,393.29
Void Checks	1 EFT, 58217, 58764, 59382	(\$222,977.86)
Total Vouchers Approved:		\$1,039,047.38

This 12th day of December 2023

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

December 12, 2023



City expenditures by type for this voucher packet		
Personnel Costs	\$ 787,006	76%
Payroll Federal Taxes	\$ 163,190	16%
Retirement Benefits - Employer	\$ 76,231	7%
Other Employer Paid Benefits	\$ 484	0%
Employee Paid Benefits	\$ 14,638	1%
Supplies	\$ 32,202	3%
Professional Services	\$ 177,172	17%
Refunds	\$ 1,669	0%
Capital *	\$ 4,200	0%
Debt Payments	\$ 5,235	1%
Void Checks	\$ (222,978)	-21%
Total	\$ 1,039,047	100%

Large Purchases *

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 11/22/2023 - 12/07/2023

Total for Period
\$475,019.31

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
2812 Architecture	LUA2023-0200	003 000 345 81 00 00	Zoning-Subdivision Fees	LUA2023-0200 Refund	59669	\$400.00
2812 Architecture	LUA2023-0200	510 000 341 81 00 00	Technology Fee	LUA2023-0200 Refund	59669	\$12.00
					59669 Total	\$412.00
911 Supply Inc	INV-2-33737	001 008 521 20 31 01	LE-Fixed Minor Equipment	Corp Chevrons	59670	\$156.44
911 Supply Inc	INV-2-34117	001 008 521 20 31 01	LE-Fixed Minor Equipment	Uniform ID Panel - R Fenton	59670	\$34.13
911 Supply Inc	INV-2-34119	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - B Zelenock	59670	\$874.82
911 Supply Inc	INV-2-34123	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - D Burns	59670	\$598.23
911 Supply Inc	INV-2-34135	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear & Armor - J Brecht	59670	\$381.63
911 Supply Inc	INV-2-34136	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - A Charouhas	59670	\$345.55
911 Supply Inc	INV-2-34137	001 008 521 20 31 01	LE-Fixed Minor Equipment	Uniform Gear - G Heinemann	59670	\$88.07
911 Supply Inc	INV-2-34141	001 008 521 20 31 01	LE-Fixed Minor Equipment	OC Replacement	59670	\$536.74
911 Supply Inc	INV-2-34225	001 008 521 20 31 01	LE-Fixed Minor Equipment	COG Jumpsuit - B Zelenock	59670	\$24.22
					59670 Total	\$3,039.83
A Worksafe Service Inc	2023-11707	001 008 521 20 41 00	LE-Professional Services	Drug Screening	59671	\$60.00
A Worksafe Service Inc	2023-11707	101 016 542 30 41 02	ST-Professional Service	Drug Screening	59671	\$60.00
					59671 Total	\$120.00
Ace Hardware	78003	001 010 576 80 31 00	PK-Operating Costs	2 Cycle Oil	59672	\$26.20
Ace Hardware	78166	001 010 576 80 31 00	PK-Operating Costs	Lundeen Park Light Replace	59672	\$15.29
Ace Hardware	78211	101 016 544 90 31 02	ST-Operating Cost	Carbide Bits/Connect Screws	59672	\$14.06
Ace Hardware	78211	410 016 531 10 31 02	SW - Operating Costs	Carbide Bits/Connect Screws	59672	\$14.06
Ace Hardware	78258	001 010 576 80 31 08	PK-Special Event Supplies	Winterfest Extension Cord Pins	59672	\$18.57
Ace Hardware	78259	001 013 518 20 31 00	GG-Operating Costs	Paper Towels	59672	\$18.57
Ace Hardware	78260	001 008 521 50 30 00	LE-Facilities Supplies	Janitorial Supplies for PD	59672	\$243.61
Ace Hardware	78261	101 016 544 90 31 02	ST-Operating Cost	Toilet Paper/Paper Towels	59672	\$131.14
Ace Hardware	78262	101 016 544 90 31 02	ST-Operating Cost	Carbon Fiber Stapler/Staples	59672	\$51.35
Ace Hardware	78268	410 016 531 10 31 02	SW - Operating Costs	Composite Shims	59672	\$73.60
Ace Hardware	78288	001 010 576 80 31 08	PK-Special Event Supplies	Winterfest Extension Cords	59672	\$204.29
Ace Hardware	78293	101 016 544 90 31 02	ST-Operating Cost	Chain Decor	59672	\$33.97
Ace Hardware	78316	410 016 531 10 31 02	SW - Operating Costs	Picture Hanging Kit/Claw Pic Hanger	59672	\$13.75
Ace Hardware	78324	101 016 544 90 31 02	ST-Operating Cost	Outdoor Cord/LED Lights	59672	\$76.60
					59672 Total	\$935.06
Ace Hardware	78327	101 016 544 90 31 02	ST-Operating Cost	Carbon Fiber Stapler	59673	\$43.71
Ace Hardware	78331	410 016 531 10 31 02	SW - Operating Costs	Ladder	59673	\$153.01
Ace Hardware	78348	001 010 576 80 31 08	PK-Special Event Supplies	Winterfest Extension Cords	59673	\$97.53
Ace Hardware	78364	101 016 544 90 31 02	ST-Operating Cost	Tri-Ball Mount/Pen Light/Locking Hitch Pin	59673	\$145.33
Ace Hardware	78365	101 016 544 90 31 02	ST-Operating Cost	Ball Valve	59673	\$9.29
Ace Hardware	78365	410 016 531 10 31 02	SW - Operating Costs	Ball Valve	59673	\$9.28
Ace Hardware	78367	101 016 544 90 31 02	ST-Operating Cost	Univ Light Bulb Changer	59673	\$26.00
Ace Hardware	78370	001 010 576 80 31 08	PK-Special Event Supplies	Winterfest Paint Presents	59673	\$61.13
Ace Hardware	78377	001 007 559 30 31 00	PB-Office Supplies	Ceramic Heater	59673	\$41.52
Ace Hardware	78378	101 016 544 90 31 02	ST-Operating Cost	Cleaning Supplies for PW	59673	\$75.74
Ace Hardware	78390	001 013 518 20 31 00	GG-Operating Costs	Valves/Thread Sealant/Fittings/Cleaner/Faucet Supply Line	59673	\$49.19

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Ace Hardware	78392	001 013 518 20 31 00	GG-Operating Costs	Sanding Pad/Tube Clean Brush/Tube Clamp/Fittings/PVC Supplies	59673	\$46.86
Ace Hardware	78395	101 016 544 90 31 02	ST-Operating Cost	Cleaning Supplies for PW	59673	\$117.22
Ace Hardware	78401	410 016 531 10 31 02	SW - Operating Costs	Fasteners	59673	\$2.30
					59673 Total	\$878.11
Alexander Printing Co Inc	80529	410 016 531 10 31 02	SW - Operating Costs	Business Cards - S Farrant	59674	\$82.12
					59674 Total	\$82.12
Amazon Capital Services	16JW-6CTW-4CT3	001 008 521 20 31 01	LE-Fixed Minor Equipment	Heavweight Pants for PD Investigations	59675	\$110.45
Amazon Capital Services	1KHQ-1Q7V-PWMN	001 008 521 20 31 01	LE-Fixed Minor Equipment	Cartridges for Air Rifles and Air Pistols	59675	\$27.54
Amazon Capital Services	1QNV-7LXD-DJ6V	001 008 521 20 31 00	LE-Office Supplies	Batteries	59675	\$204.54
					59675 Total	\$342.53
Amazon Capital Services	11DM-LDNP-RKYJ	101 016 544 90 31 02	ST-Operating Cost	Fullas GX160 Starter Motor	59676	\$41.52
Amazon Capital Services	11DM-LDNP-RKYJ	410 016 531 10 31 02	SW - Operating Costs	Fullas GX160 Starter Motor	59676	\$41.52
Amazon Capital Services	11M9-DH43-Y3KF	101 016 544 90 31 02	ST-Operating Cost	Calendars	59676	\$76.47
Amazon Capital Services	11M9-DH43-Y3KF	410 016 531 10 31 02	SW - Operating Costs	Calendars	59676	\$76.48
Amazon Capital Services	1373-QJ7Y-FCMC	001 005 518 10 31 00	HR-Office Supplies	iPhone Case	59676	\$40.38
Amazon Capital Services	13R1-FH9D-NHJ1	001 013 518 20 31 00	GG-Operating Costs	Watt Stopper Photocell Input Control Module	59676	\$136.63
Amazon Capital Services	13TD-1GML-6M9P	410 016 531 10 31 02	SW - Operating Costs	Surface Pro Keyboard	59676	\$198.33
Amazon Capital Services	16LX-JGCC-1PTK	101 016 544 90 31 02	ST-Operating Cost	Automatic Floor Scrubber	59676	\$73.22
Amazon Capital Services	16YY-137V-K6P9	001 013 518 20 31 00	GG-Operating Costs	Copy Paper/Batteries/Badge Holders	59676	\$106.40
Amazon Capital Services	16YY-137V-K6P9	001 007 558 50 31 00	PL-Office Supplies	Key Rings	59676	\$4.36
Amazon Capital Services	174F-XYMK-PNW1	001 010 576 80 31 03	PK- Equipment & Tools	Electric Wheeled Dollly/Bit Sets/Drawer Storage	59676	\$630.06
Amazon Capital Services	17TH-P1XC-37GD	001 006 518 80 31 00	IT-Office Supplies	iPhone Cases	59676	\$52.36
Amazon Capital Services	17TH-P1XC-67F9	001 013 518 20 31 00	GG-Operating Costs	Scissors	59676	\$9.95
Amazon Capital Services	1DTK-MQ61-7WPV	001 002 513 11 31 00	AD-Office Supply	Calendars	59676	\$8.73
Amazon Capital Services	1DTK-MQ61-7WPV	001 003 514 20 31 00	CC-Office Supply	Calendars	59676	\$27.18
Amazon Capital Services	1DTK-MQ61-7WPV	001 004 514 23 31 00	FI-Office Supplies	Calendars	59676	\$42.30
Amazon Capital Services	1DTK-MQ61-7WPV	001 005 518 10 31 00	HR-Office Supplies	Calendars	59676	\$38.29
Amazon Capital Services	1DTK-MQ61-7WPV	001 007 558 50 31 00	PL-Office Supplies	Calendars	59676	\$96.69
Amazon Capital Services	1DTK-MQ61-7WPV	001 007 559 30 31 00	PB-Office Supplies	Calendars	59676	\$59.72
Amazon Capital Services	1DTK-MQ61-7WPV	001 010 576 80 31 02	PK-Office Supplies	Calendars	59676	\$27.37
Amazon Capital Services	1DTK-MQ61-7WPV	001 013 518 20 31 00	GG-Operating Costs	Calendars	59676	\$22.11
Amazon Capital Services	1FTP-L6MY-T69T	001 005 518 10 31 00	HR-Office Supplies	Frames for Executive Retreat	59676	\$67.69
Amazon Capital Services	1HY3-6W1X-1CJG	001 006 518 80 31 00	IT-Office Supplies	Thermal Paste/Active Repeater Cable/Thermal Remover	59676	\$53.85
Amazon Capital Services	1HYH-19HY-3KJQ	001 001 511 60 31 00	Legislative - Operating Costs	3 Ring Binder	59676	\$25.12
Amazon Capital Services	1HYH-19HY-3KJQ	001 013 518 20 31 00	GG-Operating Costs	Composition Book	59676	\$4.92
Amazon Capital Services	1HYH-19HY-3KJQ	001 007 558 50 31 00	PL-Office Supplies	Wall Calendar/Composition Book	59676	\$18.56
Amazon Capital Services	1KFH-VVLP-D9XH	001 013 518 20 31 00	GG-Operating Costs	Sound Machine Credit	59676	(\$42.59)
Amazon Capital Services	1QG3-776K-X347	001 010 576 80 31 08	PK-Special Event Supplies	Winterfest Supplies	59676	\$92.22
Amazon Capital Services	1VTR-VRQ6-GKP6	001 005 518 10 31 00	HR-Office Supplies	Privacy Screen for Laptop	59676	\$52.45
Amazon Capital Services	1W1X-G3CH-69WC	001 010 576 80 31 00	PK-Operating Costs	2 Cycle Engine Oil	59676	\$114.72
Amazon Capital Services	1WMH-6PTJ-QHGW	001 010 576 80 31 00	PK-Operating Costs	Flip-Top Bottles	59676	\$7.09
Amazon Capital Services	1WMH-6PTJ-QHGW	001 010 576 80 31 03	PK- Equipment & Tools	Grabber Tools	59676	\$67.11
Amazon Capital Services	1WMH-6PTJ-QHGW	001 010 576 80 31 02	PK-Office Supplies	Rulers	59676	\$10.92
Amazon Capital Services	1WMH-6PTJ-QHGW	001 010 576 80 31 08	PK-Special Event Supplies	Winterfest Supplies	59676	\$102.66
					59676 Total	\$2,384.79

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Anderson	113023 ANDERSON	101 016 542 30 49 01	ST-Staff Development	CDL Physical Reimbursement	59677	\$175.00
					59677 Total	\$175.00
Azarpay	111623 AZARPAY	001 013 582 10 00 00	Refund of Deposit	LS23-Azarpay_11-16 Mill Deposit Refund	59678	\$150.00
					59678 Total	\$150.00
Bickford Motors Inc	1259168	101 016 544 90 31 02	ST-Operating Cost	Lamp Assy PW51 Ford Escape	59679	\$480.01
Bickford Motors Inc	1259168	410 016 531 10 31 02	SW - Operating Costs	Lamp Assy PW51 Ford Escape	59679	\$480.02
					59679 Total	\$960.03
Big Trees Inc	24432	302 010 576 90 31 00	Tree Replacement Expenditures	Plants for North Cove	59680	\$1,132.95
					59680 Total	\$1,132.95
Bond	111823 BOND	001 013 582 10 00 00	Refund of Deposit	LS23-Poplin2_11-18 Mill Deposit Refund	59681	\$500.00
					59681 Total	\$500.00
Brummett Inc	20967	001 008 521 20 31 08	LE - Business Meeting Supplies	In Appreciation Plates - Warbis/Irwin	59682	\$88.64
					59682 Total	\$88.64
Canon Financial Services Inc	31528498	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Lease CH Admin Month to Month Lease	59683	\$286.05
Canon Financial Services Inc	31583241	001 007 591 58 70 01	PL -Lease Agreements	Copier Lease CH	59683	\$70.56
Canon Financial Services Inc	31583241	001 007 591 59 70 01	PB - Lease Agreements	Copier Lease CH	59683	\$70.56
Canon Financial Services Inc	31583241	001 013 591 18 70 01	Lease Agreements	Copier Lease CH	59683	\$70.56
Canon Financial Services Inc	31583241	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Lease CH Tax	59683	\$6.56
Canon Financial Services Inc	31583241	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Lease CH Tax	59683	\$6.56
Canon Financial Services Inc	31583241	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Lease CH Tax	59683	\$6.57
Canon Financial Services Inc	31583242	001 008 591 21 70 01	Lease Agreements	Copier Lease PD	59683	\$252.95
Canon Financial Services Inc	31583242	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Copier Lease PD Tax	59683	\$23.52
Canon Financial Services Inc	31585304	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Lease PW Upstairs	59683	\$11.42
Canon Financial Services Inc	31585304	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Lease PW Upstairs	59683	\$11.41
Canon Financial Services Inc	31585304	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Lease PW Upstairs	59683	\$11.41
					59683 Total	\$828.13
CDW Government Inc	MG83456	101 016 544 90 31 02	ST-Operating Cost	Surface Pro/MS Surf Pro 9 Signature KB	59684	\$1,012.13
CDW Government Inc	MG83456	410 016 531 10 31 02	SW - Operating Costs	Surface Pro/MS Surf Pro 9 Signature KB	59684	\$1,012.14
CDW Government Inc	MJ01862	510 006 518 80 49 35	LR - AutoDesk Civil 3D	AGOV Civ3 1 Yr Term Renewal Refund	59684	(\$8,054.13)
CDW Government Inc	MN24848	510 006 518 80 49 35	LR - AutoDesk Civil 3D	AGOV CIVIL 3D 1yr Renewal	59684	\$3,972.30
CDW Government Inc	MS61346	510 006 594 18 64 00	Capital - Purch Computer Equip	CyberPower 208V Metered ATS PDU/UPS & ATS Rem Mgmt Card	59684	\$698.83
CDW Government Inc	MW79409	410 016 531 10 31 02	SW - Operating Costs	Surface Pro - SW Field Tech	59684	\$2,061.39
CDW Government Inc	MX44522	410 016 531 10 31 02	SW - Operating Costs	Microsoft 3yr Ext HW Svc Plus - SW Field Tech	59684	\$112.66
CDW Government Inc	ND36848	510 006 594 18 64 00	Capital - Purch Computer Equip	IT Server Replacement Cyberpower Switched ATS	59684	\$577.95
CDW Government Inc	NG25001	510 006 594 18 64 00	Capital - Purch Computer Equip	Cyberpower 208V Meteres ATS Return Credit	59684	(\$377.00)
					59684 Total	\$1,016.27
Central Welding Supply Co Inc	EV320671	001 010 576 80 31 00	PK-Operating Costs	Gloves	59685	\$12.98
Central Welding Supply Co Inc	EV320671	101 016 544 90 31 02	ST-Operating Cost	Gloves	59685	\$12.97
Central Welding Supply Co Inc	EV320671	410 016 531 10 31 02	SW - Operating Costs	Gloves	59685	\$12.97
					59685 Total	\$38.92
Champion Bolt & Supply Inc	771530	410 016 531 10 31 02	SW - Operating Costs	Ultrawedge Anchor/Strong Bolt	59686	\$307.94
					59686 Total	\$307.94
Cintas Loc 460	4173471700	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	59687	\$144.60
Cintas Loc 460	4173471700	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	59687	\$144.60
Cintas Loc 460	4173471700	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	59687	\$144.60

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Cintas Loc 460	4174156495	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	59687	\$151.40
Cintas Loc 460	4174156495	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	59687	\$151.40
Cintas Loc 460	4174156495	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	59687	\$151.39
					59687 Total	\$887.99
City of Marysville	LKS23-10	001 013 512 52 40 00	GG-Municipal Court Fees 2022	Marysville Court Citations 10-2023	59688	\$8,475.13
					59688 Total	\$8,475.13
Comdata Inc	11-2023 COMDATA	001 008 521 20 32 00	LE-Fuel	PD Fuel	59689	\$112.32
					59689 Total	\$112.32
Criminal Justice Training Commission	201138657	001 008 521 40 49 03	LE-Staff Development - BLEA	BLEA Registration - R Fenton	59690	\$4,947.00
Criminal Justice Training Commission	201138689	001 008 521 40 49 01	LE-Registration Fees	Sudden Unexpected Infact Death Investigations - J Marshall	59690	\$150.00
					59690 Total	\$5,097.00
Crystal Springs	5249844 120123	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall	59691	\$66.75
Crystal Springs	5249844 120123	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall	59691	\$66.75
Crystal Springs	5249844 120123	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall	59691	\$168.75
					59691 Total	\$302.25
Data Transfer Solutions LLC	1454061	510 006 518 80 49 33	LR - Vue Works	VueWorks Revitalization Project 08/16/23 - 09/08/23	59692	\$983.70
Data Transfer Solutions LLC	1454117	510 006 518 80 49 33	LR - Vue Works	VueWorks Revitalization Project 09/10/23 - 09/30/23	59692	\$860.73
Data Transfer Solutions LLC	1454196	510 006 518 80 49 33	LR - Vue Works	VueWorks Revitalization Project 10/01/23 - 10/26/23	59692	\$3,442.95
					59692 Total	\$5,287.38
David Evans and Associates Inc	549197	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs 23-05 N Machias Industrial Plan Review	59693	\$154.60
David Evans and Associates Inc	549198	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs 23-06 Boggs Plan Review	59693	\$214.10
David Evans and Associates Inc	549506	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs 22-04 Hisey Plat Plan Review	59693	\$3,071.90
					59693 Total	\$3,440.60
Dept of Licensing	112523 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 11/19/23 - 11/25/23	59694	\$36.00
					59694 Total	\$36.00
Dept of Retirement (Deferred Comp)	11242023	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	0	\$5,913.67
					0 Total	\$5,913.67
Dept of Retirement PERS LEOFF	11252023	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	0	\$75,913.90
Dept of Retirement PERS LEOFF	11252023	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State	0	\$316.89
					0 Total	\$76,230.79
Dept of Revenue EFT	Oct-23	001 010 576 80 31 04	PK-Vandalism Supplies	Use Tax	0	\$28.28
Dept of Revenue EFT	Oct-23	101 016 544 90 31 02	ST-Operating Cost	Use Tax	0	\$72.58
Dept of Revenue EFT	Oct-23	410 016 531 10 31 02	SW - Operating Costs	Use Tax	0	\$72.59
Dept of Revenue EFT	Oct-23	001 013 518 90 49 06	GG-Excise Tax		0	\$336.25
					0 Total	\$509.70
Dicks Towing Inc	18265889	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2023-19217	59695	\$150.97
Dicks Towing Inc	18266453	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2023-19742	59695	\$314.78
					59695 Total	\$465.75
EFTPS	11242023	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	0	\$163,189.86
					0 Total	\$163,189.86
Electronic Business Machines	AR260556	001 010 576 80 48 00	PK-Repair & Maintenance	Reissue CK # 59382 Copier Copy Cost PW - QNN08471	59696	\$13.54
Electronic Business Machines	AR260556	101 016 542 30 48 00	ST-Repair & Maintenance	Reissue CK # 59382 Copier Copy Cost PW - QNN08471	59696	\$13.54
Electronic Business Machines	AR260556	410 016 531 10 48 00	SW - Repairs & Maintenance	Reissue CK # 59382 Copier Copy Cost PW - QNN08471	59696	\$13.54
Electronic Business Machines	AR260708	001 008 521 50 48 00	LE-Facility Repair & Maint	Reissue CK # 59382 Copier Copy Cost PD - 2WU09725	59696	\$54.63

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Electronic Business Machines	AR263634	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Copy Cost PW - 2YJ14491	59696	\$48.13
Electronic Business Machines	AR263634	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Copy Cost PW - 2YJ14491	59696	\$48.13
Electronic Business Machines	AR263634	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Copy Cost PW - 2YJ14491	59696	\$48.13
Electronic Business Machines	AR263635	001 008 521 50 48 00	LE-Facility Repair & Maint	Copier Copy Cost PD - 2XW05905	59696	\$98.44
					59696 Total	\$338.08
Fastenal Company	MN019812628	101 016 542 30 41 02	ST-Professional Service	Fast Program Fees 12-2023	59697	\$5.47
Fastenal Company	MN019812628	410 016 531 10 41 01	SW - Professional Services	Fast Program Fees 12-2023	59697	\$5.46
Fastenal Company	WAARN170141	101 016 544 90 31 02	ST-Operating Cost	Batteries/Brake Cleaner/Gloves	59697	\$127.69
Fastenal Company	WAARN170141	410 016 531 10 31 02	SW - Operating Costs	Batteries/Brake Cleaner/Gloves	59697	\$127.70
Fastenal Company	WAARN170233	101 016 544 90 31 02	ST-Operating Cost	Safety Glasses/Batteries/Gloves/QwikStiks	59697	\$47.26
Fastenal Company	WAARN170233	410 016 531 10 31 02	SW - Operating Costs	Safety Glasses/Batteries/Gloves/QwikStiks	59697	\$47.26
					59697 Total	\$360.84
FBI - LEEDA	200079492	001 008 521 40 49 01	LE-Registration Fees	Basic Supervisor Liability Registration - A Michael	59698	\$350.00
					59698 Total	\$350.00
Feldman & Lee PS	11-2023 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 11-2023	59699	\$10,600.00
					59699 Total	\$10,600.00
Galarpe	111923 GALARPE	001 013 582 10 00 00	Refund of Deposit	LS23-Galarpe_11-19 Mill Deposit Refund	59700	\$300.00
					59700 Total	\$300.00
Gardner	911	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Replace Damaged Pushbar K9-18-85	59701	\$108.60
					59701 Total	\$108.60
Goldman	2023-1208	001 008 521 20 41 00	LE-Professional Services	Pre-Employment Polygraph Exam	59702	\$250.00
					59702 Total	\$250.00
Good	112123 GOOD	001 005 518 10 31 00	HR-Office Supplies	Reimbursement for Employee Benefits Fair Stickers	59703	\$17.97
					59703 Total	\$17.97
Government Finance Officers Association	2431003	001 004 514 23 49 00	FI-Miscellaneous	GFOA Membership Renewal	59704	\$250.00
					59704 Total	\$250.00
Granite Construction Supply	100945	101 016 544 90 31 02	ST-Operating Cost	Wireless Car Charger/Safety Glasses	59705	\$174.74
Granite Construction Supply	101119	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Signs	59705	\$591.26
Granite Construction Supply	101120	101 016 542 64 31 00	ST-Traffic Control - Supply	MPH Signage	59705	\$549.50
Granite Construction Supply	101140	101 016 544 90 31 02	ST-Operating Cost	Safety Glasses Credit	59705	(\$20.88)
Granite Construction Supply	101163	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Signs	59705	\$132.98
Granite Construction Supply	101174	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Signs	59705	\$188.48
Granite Construction Supply	101345	101 016 542 64 31 00	ST-Traffic Control - Supply	Neighborhood Watch Signs	59705	\$197.82
					59705 Total	\$1,813.90
Greenshields Industrial Supply Inc	136943	530 016 594 48 60 00	Purchase Of Capital Equipment	Stainless Cables/Thimbles/Turnbuckles/Clamps/Eye Bolts	59706	\$1,581.90
Greenshields Industrial Supply Inc	137127	101 016 544 90 31 02	ST-Operating Cost	Fasteners/Drill Bits	59706	\$62.98
Greenshields Industrial Supply Inc	137127	410 016 531 10 31 02	SW - Operating Costs	Fasteners/Drill Bits	59706	\$62.98
					59706 Total	\$1,707.86
Honey Bucket	553845261	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Catherine Creek Park	59707	\$167.75
Honey Bucket	553845262	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Oak Park	59707	\$264.50
Honey Bucket	553853015	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Eagle Ridge	59707	\$142.00
Honey Bucket	553862610	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	59707	\$352.89
					59707 Total	\$927.14
HSA Bank	11242023	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	59665	\$280.00
					59665 Total	\$280.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
ICONIX Waterworks US Inc	U2316050680	410 016 531 10 31 02	SW - Operating Costs	Mutual Materials S&G Solid Natural Bricks	59708	\$166.14
					59708 Total	\$166.14
Identi-Kit Solutions	107487	001 008 521 20 41 01	LE-Professional Serv-Fixed	Identi-Kit7 LEA Base Licenses (2)	59709	\$495.00
					59709 Total	\$495.00
J Thayer Co Inc	1670723-0	001 008 521 20 31 00	LE-Office Supplies	Copy Paper/Legal Pads/Clipboard	59710	\$281.47
J Thayer Co Inc	1670723-1	001 008 521 20 31 00	LE-Office Supplies	Paper	59710	\$182.96
J Thayer Co Inc	C1670723-0	001 008 521 20 31 00	LE-Office Supplies	Paper Credit	59710	(\$245.31)
					59710 Total	\$219.12
Kratochwill	111923 KRATOCHW	001 013 582 10 00 00	Refund of Deposit	LS23-Brickham_11-19 Mill Deposit Refund	59711	\$150.00
					59711 Total	\$150.00
Lake Stevens Chamber of Commerce	120123 CHAMBER	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC 12-2023	59712	\$1,500.00
					59712 Total	\$1,500.00
Lake Stevens Police Guild	11242023	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	59666	\$1,296.25
					59666 Total	\$1,296.25
Lakeside Industries Inc	253541	101 016 542 70 31 00	ST-Roadside - Supply	Pallet of Pot Hole Mix	59713	\$1,115.95
					59713 Total	\$1,115.95
Lemay Mobile Shredding Inc	4819697S185	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	59714	\$35.73
					59714 Total	\$35.73
Lil Chief Specialties Inc	15362	001 012 575 50 31 00	CS- The Mill- Ops	Baby Changing Stations	59715	\$670.00
					59715 Total	\$670.00
MissionSquare - 108991	6409066	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	59667	\$483.62
					59667 Total	\$483.62
MissionSquare - 307428	6159540	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	59668	\$2,135.90
					59668 Total	\$2,135.90
Nationwide Retirement Solution	11242023	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	0	\$4,464.86
					0 Total	\$4,464.86
Nelson Petroleum Inc	0849623-IN	001 001 513 10 43 00	Executive - Travel & Mtgs	Fuel	59716	\$73.27
Nelson Petroleum Inc	0849623-IN	001 007 559 30 32 00	PB-Fuel	Fuel	59716	\$128.22
Nelson Petroleum Inc	0849623-IN	001 008 521 20 32 00	LE-Fuel	Fuel	59716	\$2,968.77
Nelson Petroleum Inc	0849623-IN	001 010 576 80 32 00	PK-Fuel Costs	Fuel	59716	\$593.54
Nelson Petroleum Inc	0849623-IN	101 016 542 30 32 00	ST-Fuel	Fuel	59716	\$3,155.56
Nelson Petroleum Inc	0849623-IN	410 016 531 10 32 00	SW - Fuel	Fuel	59716	\$3,155.56
Nelson Petroleum Inc	0849623-IN	001 007 558 50 31 02	PL-Permit Related Op. Costs	Fuel PW51	59716	\$79.26
Nelson Petroleum Inc	0849623-IN	001 006 518 80 43 00	IT-Travel & Meetings	Fuel PW57	59716	\$31.35
					59716 Total	\$10,185.53
Office of the State Treasurer	11-2023 STATE	633 000 589 30 00 03	State Building Permit Remit	Building Code Fees 11-2023	59717	\$276.50
Office of the State Treasurer	11-2023 STATE	633 000 586 00 00 01	State Court Remit	State Court Fees 11-2023	59717	\$6,814.88
					59717 Total	\$7,091.38
Ogden Murphy Wallace PLLC	883744	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 10-2023	59718	\$19,160.92
Ogden Murphy Wallace PLLC	883744	001 011 515 41 41 01	Ext Consult - PRA	Legal Services 10-2023 PRR	59718	\$147.00
Ogden Murphy Wallace PLLC	883744	001 011 515 41 41 04	Ext Attorney - Sewer	Legal Services 10-2023 Sewer	59718	\$1,828.50
					59718 Total	\$21,136.42
Parker	112923 PARKER	003 000 322 10 00 00	Building Permits	BLD2023-0966 Refund	59719	\$55.00
Parker	112923 PARKER	510 000 341 81 00 00	Technology Fee	BLD2023-0966 Refund	59719	\$1.65
					59719 Total	\$56.65

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Pilchuck Veterinary Hospital	833757	111 008 521 20 40 00	Drug Seize - Canine Prof Serv	Cia Wellness Exam Bundle	59720	\$481.66
					59720 Total	\$481.66
Police Lateral Jobs LLC	22-0005	001 008 521 20 41 00	LE-Professional Services	Renewal for Advertising Vacant Police Officer Positions	59721	\$649.00
					59721 Total	\$649.00
Public Safety Testing Inc	2023-1265	001 008 521 20 41 00	LE-Professional Services	PST Candidate Agency Test	59722	\$374.00
Public Safety Testing Inc	PSTI23-356	001 008 521 20 41 00	LE-Professional Services	Background Investigations	59722	\$2,335.00
					59722 Total	\$2,709.00
Puget Sound Energy	200003723810 1123	001 012 575 30 47 00	CS- Museum - Utilities	Natural Gas - Museum	59723	\$130.01
Puget Sound Energy	200024316495 1123	001 010 576 80 47 00	PK-Utilities	Natural Gas - PW Shop	59723	\$141.56
Puget Sound Energy	200024316495 1123	101 016 543 50 47 00	ST-Utilities	Natural Gas - PW Shop	59723	\$141.57
Puget Sound Energy	200024316495 1123	410 016 531 10 47 00	SW - Utilities	Natural Gas - PW Shop	59723	\$141.57
Puget Sound Energy	220022339471 1123	001 012 575 50 47 00	CS- The Mill- Utilities	Natural Gas - The Mill	59723	\$490.95
Puget Sound Energy	220024770236 1123	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept Evidence Bldg	59723	\$88.65
Puget Sound Energy	220028663866 1123	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept	59723	\$216.11
Puget Sound Energy	220028663874 1123	001 013 518 20 47 02	GG-Utilities for Rentals	Natural Gas - 1819 S Lake Stevens Rd	59723	\$14.10
					59723 Total	\$1,364.52
Purchase Power	11-2024 POSTAGE	001 007 558 50 42 00	PL-Communication	Postage	59724	\$796.64
Purchase Power	11-2024 POSTAGE	001 010 576 80 42 00	PK-Communication	Postage	59724	\$7.78
Purchase Power	11-2024 POSTAGE	001 013 518 20 42 00	GG-Communication	Postage	59724	\$977.98
Purchase Power	11-2024 POSTAGE	101 016 543 30 42 00	ST-Communications	Postage	59724	\$84.50
Purchase Power	11-2024 POSTAGE	410 016 531 10 42 00	SW - Communications	Postage	59724	\$84.50
					59724 Total	\$1,951.40
Redmond Police Foundation	110923 DREHER	001 008 521 40 49 01	LE-Registration Fees	Wellness for Professional Straff Training - D Dreher	59725	\$15.00
Redmond Police Foundation	110923 PUTNAM	001 008 521 40 49 01	LE-Registration Fees	Wellness for Professional Straff Training - K PUTNAM	59725	\$15.00
Redmond Police Foundation	110923 RYAN	001 008 521 40 49 01	LE-Registration Fees	Wellness for Professional Straff Training - B Ryan	59725	\$15.00
					59725 Total	\$45.00
Rexel USA Inc	4Q29479	530 016 594 48 60 00	Purchase Of Capital Equipment	Conduit/Anchor Kits/Wood Rocket Kit	59726	\$580.66
Rexel USA Inc	4Q62172	530 016 594 48 60 00	Purchase Of Capital Equipment	Vapor Tight LED Lights	59726	\$632.89
Rexel USA Inc	4Q80002	530 016 594 48 60 00	Purchase Of Capital Equipment	Vapor Tight LED Light	59726	\$126.58
Rexel USA Inc	4P16815	530 016 594 48 60 00	Purchase Of Capital Equipment	Bare Copper/Grinding Plate/Thermometer/Shank	59726	\$378.29
					59726 Total	\$1,718.42
Security Solutions Northwest Inc	350463	001 006 518 80 48 00	IT-Repair & Maintenance	Video Health Standard Monthly	59727	\$240.41
					59727 Total	\$240.41
Skyline Vinyl and Sign	1559	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Graphics Removal PD SUV	59728	\$327.90
					59728 Total	\$327.90
Snohomish Co-Op Inc	316461	001 005 517 90 31 00	HR - Wellness Program Supplies	Straw Bales for Turkey Bowl	59729	\$61.16
					59729 Total	\$61.16
Snohomish County 911	6556	001 008 528 00 41 00	LE-SNO911	Dispatch Services	59730	\$33,858.75
					59730 Total	\$33,858.75
Snohomish County Islamic Centre	042123 SCIC	001 013 582 10 00 00	Refund of Deposit	Reissued CK #58217 LS22-Mahmud_ 4-22-23 Mill Deposit Refund	59731	\$100.00
					59731 Total	\$100.00
Snohomish County Public Works	I000626187	101 016 542 30 41 02	ST-Professional Service	Bridge Inspection Services	59732	\$945.20
Snohomish County Public Works	I000626187	410 016 531 10 41 01	SW - Professional Services	Bridge Inspection Services	59732	\$945.20
Snohomish County Public Works	I000626187	101 016 542 64 47 00	ST-Traffic Control -Utility	Signal/Sign Repair & Maint 09-2023	59732	\$925.97
					59732 Total	\$2,816.37

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	100760291	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Area Lighting	59733	\$8.91
Snohomish County PUD	100760291	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Electric	59733	\$1,246.97
Snohomish County PUD	100760291	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Water	59733	\$197.98
Snohomish County PUD	109426674	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	59733	\$57.77
Snohomish County PUD	112704997	001 012 575 51 47 00	CS- Grimm House Utilities	223357641 Grimm House Electric	59733	\$145.18
Snohomish County PUD	116009251	101 016 542 63 47 00	ST-Lighting - Utilities	223611120 Traffic Light	59733	\$50.21
Snohomish County PUD	119305076	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	59733	\$25.63
Snohomish County PUD	119305711	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	59733	\$88.18
Snohomish County PUD	122614992	101 016 542 63 47 00	ST-Lighting - Utilities	223687294 Street Lights	59733	\$35.75
Snohomish County PUD	122615775	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	59733	\$22.26
Snohomish County PUD	125929743	001 010 576 80 47 00	PK-Utilities	223759374 10110 5th Pl Water	59733	\$57.94
Snohomish County PUD	132512540	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	59733	\$55.14
Snohomish County PUD	132515115	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal/Street Lights	59733	\$107.68
Snohomish County PUD	135812151	001 013 518 20 47 00	GG-Utilities	222931883 Row Club Wtr/Electric 12308 17th Pl NE	59733	\$100.74
Snohomish County PUD	139018794	001 010 576 80 47 00	PK-Utilities	222625881 Froniter Circle Water	59733	\$57.94
Snohomish County PUD	142338880	001 013 518 20 47 02	GG-Utilities for Rentals	222450314 Commercial Bldg 1819 S Lake Stevens Rd	59733	\$634.20
Snohomish County PUD	142340723	001 012 572 20 47 00	CS- Library-Utilities	203033030 Library Grade Rd Electric/Water	59733	\$517.49
Snohomish County PUD	152275389	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at 113th	59733	\$66.59
Snohomish County PUD	161879563	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	59733	\$68.48
Snohomish County PUD	161879564	001 010 576 80 47 00	PK-Utilities	222205049 Nourse Park Electric	59733	\$32.16
Snohomish County PUD	165073121	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Park Electric	59733	\$24.65
Snohomish County PUD	165076074	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Electric/Water	59733	\$120.30
Snohomish County PUD	165076075	001 010 576 80 47 00	PK-Utilities	222509911 Davies Beach Electric/Water	59733	\$80.99
					59733 Total	\$3,803.14
Snohomish County Sheriffs Office	2023-7976	001 008 523 60 41 00	LE-Jail	Jail Services 10-2023	59734	\$22,068.48
					59734 Total	\$22,068.48
Snohomish County Treasurer	1123 TREASURER	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 11-2023	59735	\$95.52
					59735 Total	\$95.52
Sonsray Machinery LLC	PSO103946-1	001 010 576 80 31 00	PK-Operating Costs	Construction Keys	59736	\$116.84
					59736 Total	\$116.84
Sound Publishing Inc	EDH987075	001 007 558 50 41 04	Permit Related Professional Sr	LUA2023-0176/177 Village Concepts Public Notice	59737	\$117.08
Sound Publishing Inc	EDH987159	001 013 518 30 41 01	GG-Advertising	Salary Commission Mtg	59737	\$34.52
Sound Publishing Inc	EDH987569	001 013 518 30 41 01	GG-Advertising	Ordinance 1173	59737	\$27.64
Sound Publishing Inc	EDH987583	001 013 518 30 41 01	GG-Advertising	CC Meeting Cancelled	59737	\$20.76
Sound Publishing Inc	EDH987610	001 007 558 50 41 04	Permit Related Professional Sr	LUA2023-0196/0197/0198 Dawson Townhomes	59737	\$101.60
Sound Publishing Inc	EDH987684	001 007 558 50 41 04	Permit Related Professional Sr	Hartford Crest PRD Legal Notice	59737	\$87.84
Sound Publishing Inc	EDH987740	001 007 558 50 41 04	Permit Related Professional Sr	LUA20222-0161 Mulvaney Rezone Legal Notice	59737	\$158.48
					59737 Total	\$547.92
Sound Security Inc	1111314	001 008 521 20 41 01	LE-Professional Serv-Fixed	Access/Instrusion/Fire/Elevator Monitoring PD	59738	\$1,196.25
Sound Security Inc	1111315	001 008 521 20 41 01	LE-Professional Serv-Fixed	Fire Monitoring 10518 18th St SE	59738	\$68.25
Sound Security Inc	1113053	001 013 518 20 41 00	GG-Professional Service	Fire Monitoring Late Fees	59738	\$32.42
					59738 Total	\$1,296.92
Sound Uniform Solutions	41-4012640-01	001 008 521 20 31 01	LE-Fixed Minor Equipment	Uniform Jumpsuit - M Cooper	59739	\$603.34
					59739 Total	\$603.34

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Sprague Pest Solutions	5265601	101 016 542 30 41 02	ST-Professional Service	Pest Control - PW Shop	59740	\$84.71
Sprague Pest Solutions	5265601	410 016 531 10 41 01	SW - Professional Services	Pest Control - PW Shop	59740	\$84.71
Sprague Pest Solutions	5265643	001 013 518 20 41 00	GG-Professional Service	Pest Control - Senior Center	59740	\$95.64
					59740 Total	\$265.06
Summit Law Group PLLC	149652	001 011 515 41 41 03	Ext Consult - Labor Relations	Bargaining Labor Matters 10-2023	59741	\$5,930.21
					59741 Total	\$5,930.21
Tageant	051423 TAGEANT	001 001 511 60 43 00	Legislative - Travel & Mtgs	DC Fly In Flight Reimbursement	59742	\$654.90
Tageant	051423 TAGEANT	001 001 511 60 43 00	Legislative - Travel & Mtgs	DC Fly In Hotel Reimbursement	59742	\$323.50
Tageant	051423 TAGEANT	001 001 511 60 43 00	Legislative - Travel & Mtgs	DC Fly In Mileage PerDiem	59742	\$63.14
Tageant	051423 TAGEANT	001 001 511 60 43 00	Legislative - Travel & Mtgs	DC Fly In STIA Public Parking Reimbursement	59742	\$34.00
Tageant	051423 TAGEANT	001 001 511 60 43 00	Legislative - Travel & Mtgs	DC Fly In Uber Fees Reimbursement	59742	\$156.71
					59742 Total	\$1,232.25
Technological Services Inc	27911	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Vehicle Services PT-21-93	59743	\$254.94
Technological Services Inc	27936	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Vehicle Services PT-21-94	59743	\$1,209.01
Technological Services Inc	28030	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Vehicle Services PT-19-83	59743	\$232.45
					59743 Total	\$1,696.40
Tom Astrof Construction Inc	231109-1520	101 016 544 90 31 02	ST-Operating Cost	Rebar Circular Hoop & Bar/Custom Sono Tube	59744	\$426.39
Tom Astrof Construction Inc	231120-0822	101 016 542 70 31 01	ST-Beautification Street Signs	Rebar Circular Hoop & Bar/Custom Sono Tube	59744	\$1,447.88
					59744 Total	\$1,874.27
Transpo Group USA Inc	31552	101 016 542 30 41 03	ST - Prof Services - Comp Plan	LS Comprehensive Plan Update	59745	\$6,511.25
					59745 Total	\$6,511.25
TransUnion Risk & Alternative Data Solutions Inc	4016011-202311-1	001 008 521 20 41 01	LE-Professional Serv-Fixed	TILO - Information Gathering Services	59746	\$81.98
					59746 Total	\$81.98
Tri Tech Forensics Inc	10/02/23-418	001 008 521 40 49 01	LE-Registration Fees	Basic Crime Scene Photography Registration - P Bassett	59747	\$598.00
					59747 Total	\$598.00
Trueheart Family Counseling	1920	001 005 518 10 41 00	HR-Professional Services	Mental Health Counseling Services	59748	\$1,000.00
Trueheart Family Counseling	1920	001 008 521 20 41 02	LE-Prof Srv - Wellness Grant	Mental Health Counseling Services	59748	\$2,000.00
					59748 Total	\$3,000.00
United Rentals North America Inc	226985044-001	101 016 542 30 45 00	ST-Rentals-Leases	Generator Rental	59749	\$1,616.56
					59749 Total	\$1,616.56
UPS	0000074Y42443	001 008 521 20 42 00	LE-Communication	Evidence Shipping	59750	\$52.35
UPS	0000074Y42453	001 008 521 20 42 00	LE-Communication	Evidence Shipping	59750	\$41.41
UPS	0000074Y42463	001 008 521 20 42 00	LE-Communication	Evidence Shipping	59750	\$58.65
UPS	0000074Y42473	001 008 521 20 42 00	LE-Communication	Evidence Shipping	59750	\$22.88
					59750 Total	\$175.29
US Bank St Paul EFT	2432037	412 016 592 31 80 01	LP_2020B Interest	LAK0677-4-1 Vactor Truck Interest	0	\$4,770.28
					0 Total	\$4,770.28
Verizon Northwest	9947569156	001 008 521 20 42 00	LE-Communication	Wireless Phone Service	59751	\$3,125.40
					59751 Total	\$3,125.40
WAPRO	8033	001 008 521 20 49 00	LE-Dues & Memberships	WAPRO Membership - A Fox	59752	\$25.00
WAPRO	8035	001 008 521 20 49 00	LE-Dues & Memberships	WAPRO Membership - J Ubert	59752	\$25.00
WAPRO	8690	001 003 514 20 49 00	CC-Miscellaneous	WAPRO Membership - C Weaver	59752	\$25.00
					59752 Total	\$75.00
Warrington	120423 ANYA	001 005 518 10 31 03	HR-Emp Recognition Supplies	Reimbursement for Winter Celebration Raffle Tickets	59753	\$9.61
					59753 Total	\$9.61

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Washington State Patrol	I2403033	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	59754	\$251.75
					59754 Total	\$251.75
Washington State Support Registry	11242023	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	0	\$546.86
					0 Total	\$546.86
WR Lake Stevens LLC	11-2023 PD	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Car Washes for PD Vehicles 10-2023 & 11-2023	59755	\$1,280.00
WR Lake Stevens LLC	11-2023 PW	101 016 542 30 41 02	ST-Professional Service	Car Washes for PW Vehicles 10-2023 & 11-2023	59755	\$340.00
WR Lake Stevens LLC	11-2023 PW	410 016 531 10 41 01	SW - Professional Services	Car Washes for PW Vehicles 10-2023 & 11-2023	59755	\$340.00
					59755 Total	\$1,960.00
Zachor Stock & Krepps Inc PS	23-LKS-0011	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services 11-2023	59756	\$14,294.00
					59756 Total	\$14,294.00
Ziply Fiber	11-2023 ZIPLY	001 012 575 30 47 00	CS- Museum - Utilities	Telephone Services Museum	59757	\$232.14
Ziply Fiber	11-2023 ZIPLY	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	59757	\$69.55
					59757 Total	\$301.69

CITY COUNCIL STAFF REPORT



Agenda Date: 12/12/2023

Subject: Professional Services Agreement to KPG Psomas for the 91st Ave SE Sidewalk Phase I Project

Contact Person/Department: Frank Reinart, Public Works

Budget Impact: The 2023 amended budget includes \$ 190,000 for two Transportation Benefit Program sidewalk project sections on 91st Avenue: TBP-02 (from Market Pl to 4th St SE) and TBP-03 (from 4th St SE to 8th St SE). The requested action will authorize a professional services agreement for \$ 187,324.00 for the Preliminary Design stage scope of services for both sidewalk sections as described in Exhibits A-1 and B-1.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the professional services agreement with KPG Psomas, Inc., for civil engineering design services for the 91st Avenue SE Sidewalk Improvements Phase 1 Project.

SUMMARY/BACKGROUND:

This project will design and construct a continuous pedestrian walkway/sidewalk and bicycle lane on the east side of 91st Avenue SE, between the intersections with 8th St SE and Market Place. The project will also construct driveway ramps or provide crosswalk striping as needed where driveways or cross streets meet the new sidewalk. The project, including pedestrian ramps at crosswalks, will be designed and constructed to comply with current Americans with Disabilities Act (ADA) guidelines.

This project will complete two of the street pedestrian project segments funded through the Transportation Benefit Program (TBP). The program of sidewalk project segments was implemented by the City Council in Resolution 2022-10 and a local sales tax to fund these projects was approved by City voters on November 8, 2022. Resolution

2022-10 included a list of 20 prioritized street segments where completion of a continuous pedestrian and bicycle route, largely for streets currently lacking sidewalks, is desirable for the City. The local sales tax funding the TBP was implemented on April 1, 2023. Sidewalk/bicycle lane project segments have been numbered TBP-01 through TBP-20 for ease of reference.

This particular project combines two segments from the prioritized list into a single project delivery: TBP-02 (91st Ave SE from 4th St SE to Market Pl) and TBP-03 (91st Avenue SE from 8th St SE to 4th St SE). This combination allows the two segments to be designed and constructed cohesively, which will reduce duplicate project expenses if each segment was completed separately and increase the speed and efficiency of delivery. This project name includes “Phase 1” to distinguish it from a future TBP sidewalk project segment, also located along 91st Ave SE (TBP-05; from 20th Ave SE to 12th Ave SE).

The City advertised for civil engineering design services during August and September 2023. Based on staff scoring of project-specific Statements of Qualifications (SOQs) submitted by four candidate consulting firms in response to the advertisement, KPG Psomas, Inc. was selected as the preferred candidate for this project.

The design for this professional services agreement has been divided into two stages: Preliminary Design and Final Design. This two-stage approach will allow for an early start to the surveying and other preliminary design elements during the second half of December using budget authorized for these segments in 2023. The remainder of the design scope is anticipated to be completed during 2024, with construction during summer 2024.

The Preliminary Design Scope of Services and Fees are provided in the attached professional services agreement as Exhibits A-1 and B-1, respectively. The Final Design Scope of Services and Fees are provided in the attached professional services agreement as Exhibits A-2 and B-2, respectively.

At this time, the professional services agreement will only authorize KPG Psomas, Inc. to proceed with the Preliminary Design Scope of Services. City staff will seek future authorization of an amendment to this professional services agreement to authorize KPG Psomas, Inc. to complete the Final Design Scope of Services.

APPLICABLE CITY POLICIES:

Comprehensive Procurement Policy, P-2-2018

ATTACHMENTS:

1. Professional Services Agreement - 91st Ave Sidewalk Phase 1

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON
AND KPG PSOMAS, INC.
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 KPG PSOMAS, Inc., a Corporation authorized to do business in the State of Washington, ("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 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

II.1 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.

II.2 PRELIMINARY DESIGN SCOPE OF SERVICES. The Preliminary Design Scope of Services is attached hereto as Exhibit A-1 and incorporated herein by this reference ("Preliminary Design Scope of Services"). The Consultant fee schedule for the Preliminary Design Scope of Services is attached hereto as Exhibit B-1.

II.3 FINAL DESIGN SCOPE OF SERVICES. The Final Design Scope of Services is attached hereto as Exhibit A-2 and incorporated herein by this reference ("Final Design Scope of Services"). The Consultant fee schedule for the Final Design Scope of Services is attached hereto as Exhibit B-2. The Final Design Scope of Services may be authorized by the City with a future amendment to this Agreement.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.4 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.5 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.6 TERM. The term of this Agreement shall commence upon full signing and shall terminate at midnight December 31, 2024. The parties may extend the term of this Agreement by written mutual agreement.

III.7 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.8 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.9 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 resulting from negligent or reckless acts, errors or omissions of the Consultant in 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.10 INSURANCE.

a. **Insurance Term**
The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with

the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. No Limitation

The 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 and coverages described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as 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. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City 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 Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

k. **Subcontractors' Insurance.** The Consultant shall cause each and every subcontractor/subconsultants to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors/subconsultants. The Consultant shall ensure that the City is an additional insured on each and every subcontractor's/subconsultant's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 04 13 for ongoing operations and CG 20 37 04 13 for completed operations.

III.11 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.12 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 C:

See Exhibit C

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

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 **\$ 112,032.00** 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:

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258
Telephone: 425-622-9412

To the Consultant:

KPG Psomas, Inc.
3131 Elliott Ave STE 400
Seattle, WA 98121-1006

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 SIGNATURES. 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 _____ 2023.

CITY OF LAKE STEVENS

KPG Psomas, Inc.

By: _____
Gene Brazel, City Administrator

By: _____

Printed Name and Title

Approved as to Form:

By: _____
Greg Rubstello, City Attorney

Attachments:

Exhibit A (A-1 and A-2)

Exhibit B (B-1 and B-2)

Exhibit C

EXHIBIT A-1

CITY OF LAKE STEVENS 91ST AVE SE PHASE I SIDEWALK IMPROVEMENTS

DESIGN SERVICES

PROJECT NO. 9LAK020200

SCOPE OF WORK

December 7, 2023

A. PROJECT DESCRIPTION / BACKGROUND

91st Ave SE is a minor north/south arterial. The project limits extend from Market Pl signalized intersection to 8th St SE. The project length is approximately 3,300 LF along the centerline.

This task order will develop a design to complete sidewalk and bicycle facilities along the east side of 91st Ave SE. This work will include sidewalk, curb, bicycle lanes, driveway restoration, ADA compliant ramps, stormwater conveyance and required LID features meeting City and DOE requirements, channelization, pavement restoration, landscaping, tree removal analysis, and parallel parking within the typical section where space allows. The project will also incorporate surveying and right-of-way (ROW) acquisition services for both permanent ROW acquisition and temporary construction easements, as needed.

This project will combine two project scopes for sidewalk improvements on 91st Avenue SE (identified as TBD-2 and TBD-3) from the ledger of prioritized sidewalk projects in the City's Transportation Benefit District (TBD) program. This project is funded with local city funds only.

The City desires to advertise for construction bids in Spring 2024, in order to deliver the construction project during 2024. It is desirable to be near substantial completion of this project by the time the school starts at the end of August 2024, however, this schedule is dependent on City design decisions, as well as property owner coordination and Consultant will work with City on appropriate schedule and timeline.

B. ASSUMPTIONS

The following are project assumptions:

- The City will be coordinating and completing all required Environmental Permitting and Cultural Resources on this project.
- The pavement typical section will be per City standards and no geotechnical pavement design is required. A pavement design analysis and full deliverable Geotech report for pavement design is NOT included in this project scope.
- Horizontal and vertical datums utilized will be NAD83/2011 and NAVD88 respectively.
- There is a current scope and fee for preliminary design of this project and a supplement amendment will be allocated for final design. The Current Preliminary Design Scope of Work is noted in Section E, and the Final Design Scope of Work for final design is noted in Section F.

C. KPG PSOMAS DELIVERABLES

Deliverables prepared by the Consultant are identified at the end of each work element.

D. CITY OF LAKE STEVENS PROVIDED ITEMS

The City of Lake Stevens will provide / prepare the following:

- Any adjacent development permits, plans, consultations, and reports available through public records.
 - Submittal reviews, comments, and approvals (one (1) compiled set per submittal)
 - As-built plans, GIS maps, or other existing mapping available
 - Boilerplate City Contract specifications (word format)
-

E. PRELIMINARY DESIGN SCOPE OF WORK

WORK ELEMENT 1 – MANAGEMENT / COORDINATION / ADMINISTRATION

- 1.1. The Consultant will provide continuous project management for the project duration through the preliminary design phase (estimate 6 months) and will prepare and update the project schedule using Microsoft Project (estimate 1 update).
- 1.2. The Consultant will provide continuous management and administration of all subconsultants included in this scope of work through preliminary design phase.
- 1.3. The Consultant will set up and facilitate monthly check-in meetings and/or email correspondence between KPG Psomas, City staff, and subconsultant using Microsoft Teams and Outlook through preliminary design (estimate 12 EA, biweekly ½ hour meetings).

Work Element 1 Deliverables:

- *Monthly Progress Reports*
- *Monthly Invoices*
- *Critical Path Project Schedule (Electronic PDF)*

WORK ELEMENT 2 – SURVEY AND BASE MAPPING

Limits of the survey shall be as follows:

Approximately 3300 LF along 91st Ave SE from the intersection of Market Pl to north cross street 8th St SE. Survey topographic surface along the east side of the roadway shall extend 20 – 30 ft past the ROW line right of way line (depending on the location of the ROW line and existing features). Survey topographic surface will be completed to the edge of pavement or curb flow line on the west side of the roadway along with the extension of the surface around

EXHIBIT A-1

curb returns and landings at cross streets where there are existing mid-block crossings.

- The following items shall be mapped during the field survey within the project limits described above:
 - Edge of pavement, flow lines, sidewalks, and curbs where present
 - Utility castings within ROW and project limits
 - Driveways, stairs, utility poles, and other visible features
 - Trees (greater than 8" DBH) within the limits of work
 - Utility locates shall be mapped – per private utility locate consultant
 - Light poles and existing storm structures on the west side of roadway past edge of pavement will be picked up to support Work Elements below.
- The Intersections to be survey mapped include:
 - South corners and radius returns of Market PI
 - Radius returns to match into side streets on east side of 91st Ave SE
 - Survey 20 – 30 ft past the extended right of way lines on intersecting streets
 - 1st PI NE
 - Meridian PI NE
 - 1st St SE
 - 1st PI SE
 - 2nd PI SE
 - 4th St SE
 - 7th St SE
- One-foot contours generated from the DTM.

2.1. The Consultant shall establish horizontal and vertical control points along the corridor and within the project limits described above.

2.2. The Consultant will provide mapping work to prepare 1"=20' topographic base map and digital terrain model (DTM) in AutoCAD Civil 3D format of the project within the limits described below. The survey will be oriented to horizontal and vertical datums of NAD83/2011 and NAVD88 respectively.

An underground conductible utility locate within the project limits is to be performed by a private utility locating firm. KPG Psomas will survey the location of the locate paint marks. While every reasonable effort will be made by KPG Psomas to depict the location of underground utilities based on utility locates, KPG Psomas is not liable for errors or omissions by utility locators or erroneous or insufficient information shown on utility record drawings.

2.3. The Consultant shall research and complete calculations for ROW centerline alignment and ROW lines.

Assumptions:

EXHIBIT A-1

- *There will be no wetland flags staked or surveyed.*

Work Element 2 Deliverables:

- *Electronic basemap in KPG AutoCAD Civil 3D 2022 format*
- *Electronic existing row and easement basemap in KPG AutoCAD Civil 3D 2022 format*

WORK ELEMENT 3 – GEOTECHNICAL INVESTIGATION

- 3.1. KPG Psomas shall support their subconsultant HWA GeoSciences with geotechnical services required for the proposed project improvements. See attached for Scope of services, assumptions, and deliverables.

WORK ELEMENT 4 – STORMWATER MANAGEMENT

- 4.1. The Consultant shall review existing stormwater systems within the limits of the project and document applicable stormwater regulations, standards, hydrology and hydraulic design criteria per City of Lake Stevens requirements and the City adopted Department of Ecology 2019 Stormwater Manual for Western Washington. Threshold discharge areas (TDAs) will be delineated based on existing outfalls and drainage systems to determine the applicability of the stormwater management requirements for the project.
- 4.2. The Consultant shall identify and layout best fit alternative that meets stormwater management requirements within geotechnical and infiltration allowances for City review and discussion. The design of the stormwater conveyance and management system is included in Tasks 5 and 9.

Assumptions:

- *The use of infiltration and natural areas adjacent to the project site is unknown and may require additional analysis to determine feasibility.*
- *The City will be completing all Environmental permitting on this Project. The Stormwater Design and deliverables will be provided to the City in support of their Environmental permitting requirements.*
- *No PIT Infiltration tests are included in this scope. Infiltration feasibility will be determined by initial shallow borings conducted by geotechnical services and existing soil type data of the vicinity.
Up to 5 stormwater BMPs will be required to meet stormwater minimum requirements.*

Work Element 4 Deliverables:

- *Figure for preferred alternative layout for stormwater management design (electronic PDF)*

WORK ELEMENT 5 – PRELIMINARY DESIGN

EXHIBIT A-1

- 5.1. The Consultant shall identify and layout two potential alignment and typical section alternatives for bicycle facility and sidewalk pedestrian facilities along the east side of 91st Ave SE to match into existing nonmotorized improvements that have been completed by Development frontages and look at any right of way impacts. These scroll plots will be used for City review and discussion and to determine the ease of constructability and transition zones. Once the preferred typical section and alignment of pedestrian facilities have been selected, the Consultant will prepare 60% Plans.

Assumptions:

- *Consultant assumes there will be no roadway and/or pedestrian lighting requirements within project limits. All existing lighting on franchise utility poles will be left in place or relocated with any utility conflicts for roadway and pedestrian improvements. The existing flashing school beacon will be reviewed and relocated with any conflicts for roadway and pedestrian improvements.*

Work Element 5 Deliverables:

- *Up to three scroll layouts and typical cross section alternatives for bicycle and pedestrian facilities (Electronic PDF)*

WORK ELEMENT 6 – UTILITY & STAKEHOLDER COORDINATION

- 6.1. The Consultant shall prepare franchise utility project notification letters to notify franchise utilities of required City/Consultant project coordination and anticipated project schedule. The Consultant will compile franchise utility record drawings and identify utility locations within project limits. (optional)
- 6.2. The Consultant shall submit letters to the stakeholders within the limits of the project. This includes City Transit, USPS to notify of temporary mailbox disruption, and waste management, to navigate during construction. (Assume 1 meeting with Transit and rest of coordination is notification only)
- 6.3. The Consultant will meet and coordinate with the sewer, water, and franchise utilities located within the limits of the project. Coordination will include design and conflict resolution coordination discussion for above and below ground utilities that require relocation to install proposed City improvements. This includes adjust of utility lids to grades, and protection of existing underground facilities. The Consultant shall take franchise utility design resolution and reflect these conflicts and specification requirements in the final design plans. The Consultant shall prepare minutes of all meetings with utility providers documenting decisions and coordination. (Assume 6 meetings)

Assumptions:

- *Assume the following utilities and stakeholder are within the Project Limit*
 - *Water – Snohomish PUD*
 - *Sewer – Lake Stevens Sewer District*
 - *Power – Snohomish PUD*

EXHIBIT A-1

- Gas – PSE
- Communications – Lumen, Comcast, Ziply – need to verify others
- Waste Management, USPS, Transit
- *Pothole plans are not included in this scope. The franchise utilities are responsible for potholes, and conflict resolution design. KPG Psomas to provide design CAD and PDF drawings to franchise utility, identify potential relocation locations, and capture any franchise utility design relocations and adjustments into the project plans.*

Work Element 6 Deliverables:

- *Utility Notification Letters (Electronic PDF)*

WORK ELEMENT 7 – TREE ASSESSMENT AND ARBORIST REPORT

- 7.1. KPG Psomas shall support their subconsultant Land Meets Water with the tree assessment and arborist report required for the proposed project improvements. See attached for Scope of services, assumptions, and deliverables.

Assumptions:

- *Assume KPG Psomas level of effort for restoration and planting plan included in Task 5 & 9 and will be included in the Landscape Plan.*

Work Element 7 Deliverables:

- *Tree Assessment and Retention Plan (Electronic PDF)*
- *Arborist Report (Electronic PDF)*

WORK ELEMENT 8 – RIGHT OF WAY SERVICES (see attached)

- 8.1. KPG Psomas shall support their subconsultant Program X with temporary construct agreements. See attached for Scope of services, assumptions, and deliverables for Program X.

Assumptions:

- *Assume 20 figures for parcels that require driveway reconstruction and frontage improvements and will obtain a Temporary construction agreement.*
- *There is no permanent easement or fee acquisition in this current scope. If this is required for final design, this will be allocated through additional services and funding supplement.*
- *Supporting graphics from consultant shall be in Work Element 8.2 – Final design*

Work Element 8 Deliverables:

- *Temporary Construction Agreement (PDF, see attached scope)*

End of Preliminary Design Scope of Work

F. FINAL DESIGN SCOPE OF WORK – SUPPLEMENT

WORK ELEMENT 1 – MANAGEMENT / COORDINATION / ADMINISTRATION

- 1.1. The Consultant will provide continuous project management for the project duration post preliminary design through the final design phase (estimate 6 months).
- 1.2. The Consultant will provide continuous management and administration of all subconsultants included in this scope of work post preliminary design through final design.
- 1.3. The Consultant will set up and facilitate monthly check-in meetings and/or email correspondence between KPG Psomas, City staff, and subconsultant using Microsoft Teams and Outlook (estimate 12 EA, biweekly ½ hour meetings).

Work Element 1 Deliverables:

- *Monthly Progress Reports*
- *Monthly Invoices*

WORK ELEMENT 2 – SURVEY AND BASE MAPPING

- 2.4. The Consultant shall stake back of the proposed sidewalk or improvement limits along parcel frontages to assist with the coordination of public outreach and temporary construction agreement. Survey will use stakes at angle points in sidewalk or change in offset along frontages.

Assumptions:

- *A budget for approximately twenty (20) Title Reports has been added to the Fee. After preliminary design, only properties that the City determines may require permanent easement, fee acquisition, or discussion with the property owner on frontage improvements shall be acquired.*

Work Element 2 Deliverables:

- *Field Work Staking*

WORK ELEMENT 4 – STORMWATER MANAGEMENT

- 4.3. The Consultant shall prepare a Technical Information Report (TIR) in accordance with the current WDOE Stormwater Management Manual for Western Washington. The draft TIR will not include conveyance pipe analysis and will be sent with 60% submittal for cursory City review. The Final TIR will be finalized concurrent with the final design.
- 4.4. The Consultant shall incorporate required revision comments made by the City into the final stormwater design plan per WDOE Stormwater Management Manual for Western Washington.

EXHIBIT A-2

Assumptions:

- *The use of infiltration and natural areas adjacent to the project site is unknown and may require additional analysis to determine feasibility.*
- *The City will be completing all Environmental permitting on this Project. The Stormwater Design and deliverables will be provided to the City in support of their Environmental permitting requirements.*
- *No PIT Infiltration tests are included in this scope. Infiltration feasibility will be determined by initial shallow borings conducted by geotechnical services and existing soil type data of the vicinity.*
- *Up to 5 stormwater BMPs will be required to meet stormwater minimum requirements.*

Work Element 4 Deliverables:

- *Draft and Final TIR Drainage Report (electronic PDF)*

WORK ELEMENT 8 – RIGHT OF WAY SERVICES

8.2. The Consultant shall prepare proposed improvement graphical figures in support of Program X and discussion with property owners to obtain temporary construction agreements. (Assume 20 figures)

Assumptions:

- *Assume 20 figures for parcels that require driveway reconstruction and frontage improvements and will obtain a Temporary construction agreement.*
- *There is no permanent easement or fee acquisition in this current scope. If this is required for final design, this will be allocated through additional services and funding supplement.*

Work Element 8 Deliverables:

- *Parcel Figures with proposed improvements (11x17 Electronic PDF)*

WORK ELEMENT 9 – FINAL DESIGN

9.1. Prepare 60% Plans, Specifications, and Cost Estimate. The 60% Plans will be formatted to provide sufficient detail for convenient field layout of all proposed surface and utilities. City Standard Details and WSDOT Standard Plans will supplement the project specific details as required. Plan information will include:

- *Coversheet - Title and Index with a vicinity map (1 sheet)*
- *Legends, Abbreviations, Survey Control and General Notes (3 sheets)*
- *Typical Sections and Details (3 sheets)*
- *Site Preparation and Temporary Erosion and Sediment Control (TESC) Plan (4 sheets)*
- *Roadway Plans (4 sheets)*
- *Curb Ramp Grading Plans (2 sheets)*
- *Drainage Plans and Profiles (7 sheets)*
- *Drainage Details (2 sheets)*

EXHIBIT A-2

- Landscape Restoration Plans and Details (5 sheets)
 - Irrigation Restoration Plans and Details (2 sheets)
 - Driveway Profiles (6 sheets)
 - Nonstructural Wall Profiles and Details (5 sheets)
 - vehicle detection loop replacement if ADA revisions cut through stub outs. (1 sheet)
-

45 Total Sheets

- 9.2. The Consultant will prepare 100% (draft bid) Check Set Plans, Specifications, and Estimate. The 100% Plans will incorporate comments from previous 60% submittal, as applicable. Plans will be formatted to provide sufficient detail for convenient field layout of all proposed facilities. City Standard Details and WSDOT Standard Plans will be supplemented with specific details as required. The Plan information will include:

- Coversheet - Title and Index with a vicinity map (1 sheet)
 - Legends, Abbreviations, Survey Control and General Notes (3 sheets)
 - Typical Sections and Details (3 sheets)
 - Site Preparation and Temporary Erosion and Sediment Control (TESC) Plan (4 sheets)
 - Roadway Plans (4 sheets)
 - Curb Ramp Grading Plans (2 sheets)
 - Drainage Plans and Profiles (7 sheets)
 - Drainage Details (2 sheets)
 - Landscape Restoration Plans and Details (5 sheets)
 - Irrigation Restoration Plans and Details (2 sheets)
 - Driveway Profiles (6 sheets)
 - Nonstructural Wall Profiles and Details (5 sheets)
 - vehicle detection loop replacement if ADA revisions cut through stub outs. (1 sheet)
 - Traffic Control Plans (4 sheets)
-

49 Total Sheets

- 9.3. The Consultant shall prepare bid documents for advertisement and award by the City. The Consultant shall coordinate bid documents to Builders Exchange (BXWA).
- 9.4. The Consultant will provide independent quality assurance / quality control (QA/QC) reviews of all work deliverables prior to submittal to the City.

Assumptions:

- *Traffic Control Plans for existing roadway typical section lane and shoulder closure examples will be included in the Draft Bid Set Submittal. Traffic control hours, driveway closure coordination, and lane closure parameters will be set in the Specifications. The Contractor shall produce and submit Traffic Control preferred alternatives provided in the bid set for review and approval by City and Engineer prior to Construction.*

EXHIBIT A-2

- Assume KPG Psomas level of effort does not include any design of upgraded photometrics for roadway and pedestrian illumination layout with City Standards.
- Temporary loop detection during construction shall not be required.
- Upgrades to APS Pushbuttons shall not be required at the signalized Market Pl and 91st Ave SE intersection.
- This scope does not address the existing illumination pole on the RT side of NB approach within the existing cedar trees. Assume this pole will be protected in place during design and construction.

Work Element 9 Deliverables:

- 60% Submittal: Half-size (11"x17") Plans, Specifications, and Engineer's Construction Cost estimate (Electronic PDF)
- 100% (Draft Bid) Submittal: Half-size (11"x17") Plans, Specifications, and Engineer's Construction Cost estimate (Electronic PDF)
- Bid Documents: Half-size (11"x17") Plans, Specifications, and Engineer's Construction Cost estimate (Electronic PDF)

WORK ELEMENT 10 – ASSISTANCE DURING BIDDING

10.1. The Consultant shall prepare up to two (2) addenda as required. The Consultant shall conform documents with any addenda during bid into final Construction Documentation.

Work Element 10 Deliverables:

- Prepare up to two (2) Addendum Packages.
- Conformed Documents: 11x17 and Full Size 34x22 Plans and Specifications (Electronic PDF)

ADDITIONAL SERVICES

The City may require additional services of the Consultant. This work may include items identified in the current task authorizations as well other items, which may include, but are not necessarily limited to the following:

- Additional Topographic Survey Services.
- Geotechnical reconnaissance and investigation for pavement section considerations.
- ROW and Easement Plans and Services.
- Illumination design.
- Construction management and inspection services.
- Record Drawings at construction closeout.
- Any additional services requested from the City.

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the Consultant shall provide a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.



EXHIBIT B-1
PRIME CONSULTANT COST COMPUTATIONS

Client:

Project Name:

KPG Psomas Inc. Project Number:

Date:

City of Lake Stevens

91st Ave SE Phase 1 Sidewalk Improvements

9LAKE020200

12/7/2023

REV 3.1

Task No.	Task Description	Labor Hour Estimate																						Total Hours and Labor Cost Computations by Task		
		Principal	Engineering Manager	Senior Engineer	Senior Project Engineer	Project Engineer III	Project Engineer I	Design Engineer II	Design Engineer I	Senior Project Manager Survey	Survey Crew II (W/Equip)	Survey Crew I (W/Equip)	Project Surveyor	Surveyor III	Urban Design Manager	Project Landscape Architect	Landscape Technician	Senior Construction Manager	Senior CAD Technician	Business Manager	Senior Admin	Office Admin	Office Assistant			
		\$284.00	\$262.00	\$214.00	\$205.00	\$194.00	\$166.00	\$151.00	\$118.00	\$250.00	\$259.00	\$204.00	\$163.00	\$136.00	\$220.00	\$155.00	\$105.00	\$254.00	\$139.00	\$177.00	\$133.00	\$103.00	\$82.00	Hours	Totals	
PRELIMINARY DESIGN SCOPE OF WORK																										
Task 1 - MANAGEMENT/COORDINATION/ADMINISTRATION (6 MONTHS)																										
1.1	Project Management Administrative Services		2		6													4	6			18	\$	3,194.00		
1.2	Internal Project Management and Coordination (1 per month		3		6	6			2						2							19	\$	3,756.00		
1.3	Project Coordination with City (Biweekly)		3		6																	9	\$	1,950.00		
Task Total		0	8	0	0	18	6	0	0	2	0	0	0	0	0	2	0	0	0	4	6	0	0	46	\$	8,900.00
Task 2 - SURVEY AND BASE MAPPING																										
2.1	Horizontal and Vertical Control								4	16		20											40	\$	8,404.00	
2.2	Topographic Mapping								4		70		70										144	\$	24,800.00	
2.3	Establish Right-of-Way								4			30											34	\$	5,890.00	
Task Total		0	0	0	0	0	0	0	0	12	16	70	50	70	0	0	0	0	0	0	0	0	218	\$	39,094.00	
Task 3 - GEOTECHNICAL INVESTIGATION																										
3.1	Consultant Support of Geotechnical Subconsultant					16														4	2		22	\$	3,394.00	
Task Total		0	0	0	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	4	2	0	22	\$	3,394.00	
Task 4 - STORMWATER MANAGEMENT																										
4.1	Compile Existing Data and Core Requirements			4	8	16																	28	\$	5,028.00	
4.2	Stormwater Management Preliminary Design and Sizing			8	8	24																	40	\$	7,176.00	
Task Total		0	0	0	12	16	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	68	\$	12,204.00	
Task 5 - PRELIMINARY DESIGN																										
5.1	Alignment Alternatives		4		16	24	24								8								76	\$	13,000.00	
Task Total		0	4	0	0	16	24	24	0	0	0	0	0	0	0	8	0	0	0	0	0	0	76	\$	13,000.00	
Task 6 - UTILITY & STAKEHOLDER COORDINATION																										
6.1	Compile Existing Data and Notification Letters				4		4																8	\$	1,380.00	
6.2	Stakeholder Coordination (transit, usps, waste management)				8	2	4																14	\$	2,488.00	
6.3	Meetings, Adjustments and Relocation Coordination (4 meetings)				8	4	8																20	\$	3,424.00	
Task Total		0	0	0	0	20	6	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	42	\$	7,292.00	
Task 7 - TREE ASSESSMENT AND ARBORIST REPORT																										
7.1	Consultant Support of Arborist Subconsultant				8										8					2	2		20	\$	3,264.00	
Task Total		0	0	0	0	8	0	0	0	0	0	0	0	0	8	0	0	0	0	2	2	0	20	\$	3,264.00	
Task 8 - RIGHT OF WAY SERVICES																										
8.1	Consultant Support of ROW Services				8		8																16	\$	2,760.00	
Task Total		0	0	0	0	8	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	\$	2,760.00	
Total Labor Hours and Fee		0	12	0	12	86	92	48	0	14	16	70	50	70	0	18	0	0	0	4	12	4	0	508	\$	89,908.00

EXHIBIT B-1 - CONTINUED			
Subconsultants			
Task 3.1 - HWA GeoSciences			\$ 26,830.00
Task 7.1 - Land Meets Water			\$ 11,500.00
Task 8.1 - Program X			\$ 51,836.00
Task 2.2 - Mountain View Locating			\$ 6,500.00
		Subtotal	\$ 96,666.00
Total Subconsultant Expense			\$ 96,666.00
Reimbursable Direct Non-Salary Costs			
Mileage at current IRS rate			\$ 500.00
Reproduction Allowance			\$ 250.00
Total Reimbursable Expense			\$ 750.00
Management Reserve			\$ -
Total Estimated Budget			\$ 187,324.00

EXHIBIT B-2

FINAL DESIGN SCOPE OF WORK - SUPPLEMENT																												
Task 1 - MANAGEMENT/COORDINATION/ADMINISTRATION (6 MONTHS)																												
1.1	Project Management Administrative Services			2			6													4	8			20	\$	3,460.00		
1.2	Internal Project Management and Coordination (1 per month		3			6	6			2					2									19	\$	3,756.00		
1.3	Project Coordination with City (Biweekly)			3			6																	9	\$	1,950.00		
Task Total		0		8	0	0	18	6	0	0	2	0	0	0	0	2	0	0	0	4	8	0	0	48	\$	9,166.00		
Task 2 - SURVEY AND BASE MAPPING																												
2.4	Stake Proposed Improvements Limits											24	8											32	\$	6,200.00		
Task Total		0		0	0	0	0	0	0	0	0	24	8	0	0	0	0	0	0	0	0	0	0	32	\$	6,200.00		
Task 4 - STORMWATER MANAGEMENT																												
4.3	Stormwater Design Report					8	4	32																44	\$	7,728.00		
4.4	Stormwater City Review Comments					4	2	8																14	\$	2,536.00		
Task Total		0		0	0	12	6	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	58	\$	10,264.00		
Task 8 - RIGHT OF WAY SERVICES																												
8.2	Temporary Construction Agreement Figures (assume 20)					4		16	40															60	\$	7,912.00		
Task Total		0		0	0	4	0	16	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60	\$	7,912.00		
Task 9 - FINAL DESIGN																												
9.1	60% PS&E			4	8	2	50	48	70	70					8	16	40		40					356	\$	53,668.00		
9.2	100% Draft Bid PS&E			2	4		32	40	42	48					4	16	32		16					236	\$	35,178.00		
9.3	Bid Documents PS&E			2	4		16	8	16	16					2	4	16		2					86	\$	13,134.00		
9.4	Internal QA/QC Review						4								4			8						16	\$	3,688.00		
Task Total		0		8	16	2	102	96	128	134	0	0	0	0	18	36	88	8	58	0	0	0	0	694	\$	105,668.00		
Task 10 - ASSISTANCE DURING BIDDING																												
10.1	Prepare Addendums (assume 2)						8	6													4			18	\$	2,766.00		
Task Total		0		0	0	0	8	6	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	18	\$	2,766.00		
Total Labor Hours and Fee		0		16	16	14	130	150	150	174	2	0	24	8	0	18	38	88	8	58	4	12	0	0	910		141,976	
Subconsultants																												
																									Subtotal	\$	-	
																									Total Subconsultant Expense		\$	-
Reimbursable Direct Non-Salary Costs																												
																									Title Reports (Approx 20 @ \$500/EA)		\$	10,000.00
																									Total Reimbursable Expense		\$	10,000.00
																									Management Reserve		\$	-
																									Total Estimated Budget		\$	151,976.00

EXHIBIT C-1

CITY OF LAKE STEVENS
91ST AVE SE PHASE I SIDEWALK IMPROVEMENTS
DESIGN SERVICES
PROJECT NO. 9LAK020200
Exhibit C – Sub Consultants
November 16, 2023

HWA GeoSciences, Inc. (future drilling subconsultant identified)
21312 30th Drive SE, Suite 110
Bothell, WA 98021
Total \$40,000.00

Mt. View Locating Services, LLC.
516712 Main St.
Buckley, WA 98321
Total \$6,500.00

Land Meets Water, LLC
2212 Walnut Ave SW
Seattle, WA 98116-2051
Total \$11,500.00

ProgramX, LLC
2901 163rd Ave. E.
Lake Tapps, WA 98391
Total \$79,224.00

CITY COUNCIL STAFF REPORT



Agenda Date: 12/12/2023

Subject: Professional Services Agreement to BCRA for the Eagle Ridge Park Improvements Phase II Project

Contact Person/Department: Frank Reinart, Public Works

Budget Impact: The 2023 amended budget includes \$ 505,371 funded by Parks and Recreation. The requested action will authorize a professional services agreement for \$ 112,032.00 for the Preliminary Design stage scope of services described in Exhibits A-1 and B-1.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the professional services agreement with BCRA, Inc., for civil engineering design services for the Eagle Ridge Park Phase 2 Improvements Project.

SUMMARY/BACKGROUND:

This project will design and construct park improvements for the uplands portion of Eagle Ridge Park, as identified in the Eagle Ridge Park Master Plan (February 5 2014 version). The project is anticipated to be funded by a federal Land and Water Conservation Fund (LWCF) grant, to be secured during project design and obligated to support construction in 2025.

The City advertised for civil engineering design services during September and October 2023. Based on staff scoring of project-specific Statements of Qualifications (SOQs) submitted by four candidate consulting firms in response to the advertisement, BCRA, Inc. was selected as the preferred candidate for this project.

The design for this professional services agreement has been divided into two stages: Preliminary Design and Final Design. This two-stage approach will allow for

early development of survey and final environmental documentation for submission to the National Parks Service for review and approval under the National Environmental Policy Act (NEPA) during the Preliminary Design stage. The Preliminary Design stage will also update the park project civil survey and proposed design layout, and will provide an updated estimate of construction costs reflective of recent effects on construction costs from inflation, fuel expense fluctuations, and related factors.

The Preliminary Design Scope of Services and Fees are provided in the attached professional services agreement as Exhibits A-1 and B-1, respectively. The Final Design Scope of Services and Fees are provided in the attached professional services agreement as Exhibits A-2 and B-2, respectively.

At this time, the professional services agreement will only authorize BCRA, Inc. to proceed with the Preliminary Design Scope of Services. City staff will seek future authorization of an amendment to this professional services agreement to authorize BCRA, Inc. to complete the Final Design Scope of Services.

APPLICABLE CITY POLICIES:

Comprehensive Procurement Policy, P-2-2018

ATTACHMENTS:

1. Professional Services Agreement - Eagle Ridge Park Improvements Phase II

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON
AND BCRA, INC.
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 BCRA, Inc., 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 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

II.1 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.

II.2 PRELIMINARY DESIGN SCOPE OF SERVICES. The Preliminary Design Scope of Services is attached hereto as Exhibit A-1 and incorporated herein by this reference ("Preliminary Design Scope of Services"). The Consultant fee schedule for the Preliminary Design Scope of Services is attached hereto as Exhibit B-1.

II.3 FINAL DESIGN SCOPE OF SERVICES. The Final Design Scope of Services is attached hereto as Exhibit A-2 and incorporated herein by this reference ("Final Design Scope of Services"). The Consultant fee schedule for the Final Design Scope of Services is attached hereto as Exhibit B-2. The Final Design Scope of Services may be authorized by the City with a future amendment to this Agreement.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.4 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.5 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.6 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.7 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.8 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.9 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 resulting from negligent or reckless acts, errors or omissions of the Consultant in 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.10 INSURANCE.

a. **Insurance Term**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with

the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. No Limitation

The 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. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City 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 City evidences limits of liability lower than those maintained by the Consultant.

k. **Subcontractors' Insurance.** The Consultant shall cause each and every subcontractor/subconsultants to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors/subconsultants. The Consultant shall ensure that the City is an additional insured on each and every subcontractor's/subconsultant's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 04 13 for ongoing operations and CG 20 37 04 13 for completed operations.

III.11 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.12 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 C:

See Exhibit C

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

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 **\$ 112,032.00** 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:

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258
Telephone: 425-622-9412

To the Consultant:

BCRA, Inc.
Attn: Andrew Cirillo
2106 Pacific Avenue, Suite 300
Tacoma, WA 98402
Telephone: 253-627-4367

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 SIGNATURES. 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 _____ 2023.

CITY OF LAKE STEVENS

BCRA, INC.

By: _____
Gene Brazel, City Administrator

By: _____

Printed Name and Title

Approved as to Form:

By: _____
Greg Rubstello, City Attorney

Attachments:

Exhibit A (A-1 and A-2)

Exhibit B (B-1 and B-2)

Exhibit C

PRELIMINARY DESIGN

EXHIBIT A-1

SCOPE OF SERVICES

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PROJECT DESCRIPTION

BCRA and their team of subconsultants will provide site investigations and consulting services to design the Phase 2 improvements at Eagle Ridge Park as set forth in the masterplan adopted by the City of Lake Stevens in 2014. These improvements will include design of the following elements,

- Natural themed playground area
- Looped paved walking trail
- Prefabricated covered amphitheater with natural classroom seating
- Prefabricated picnic shelter(s) and barbeque areas
- Two prefabricated restrooms
- Parking lot with associated stormwater management system
- Frontage improvements consisting of curb, gutter, and sidewalk
- Site landscaping and irrigation
- Pedestrian scale site illumination
- Electrical service to each prefabricated structure
- Security camera or other monitoring device
- Site signage

The work will also include a topographic and tree survey, geotechnical investigations, and environmental permitting.

SCOPE OF SERVICES

Task 01 – Project Management

Subtask C1 – Civil Engineering

The following activities will be performed:

1. Prepare Project Management Plan (PMP) discussing project goals, risks, communication, and changes.
2. Attend project kickoff meeting with City of Lake Stevens to review PMP.
3. Prepare subconsultant agreements and manage subconsultants.
4. Monitor and control scope, schedule, and budget.
5. Prepare monthly invoices and progress reports.

Meetings:

- *(1) PMP review meeting (virtual)*

Assumptions:

- *Project management will occur throughout each Task of the project*

Deliverables:

- *Executed contract (pdf)*
- *Project Management Plan (PMP) (pdf)*
- *Monthly invoices and progress reports (pdf)*

Task 02 – Site Investigation

Subtask C1 – Civil Engineering

The following activities will be performed:

1. Coordinate with surveyor and geotechnical engineer to identify extent of investigations and review results.
2. Visit site to observe existing conditions within the work area.

Subtask XB1 – Arborist Review (Bartlett)

Urban Forestry Services | Bartlett Consulting will visit the project site to inventory trees along the perimeter and within the project area as shown on the attached exhibit. Inventoried trees will have a trunk diameter of at least 6 inches and a critical root zone overlapping the project area where site disturbance is planned. Inventoried trees will have their condition and risk assessed. Anticipated construction impacts on trees will be evaluated. Impacted trees will be recommended for retention, removal, or tree protection measures. UFS|BC will provide a written report after the initial site visit, followed by general guidance on tree-related issues during the design process.

The following activities will be performed:

1. Site Visit
 - a. Schedule a site visit by a certified arborist within 60 days of a signed proposal to inspect the trees described above.
 - b. Inventory all trees meeting the above criteria. Data for each tree will include:
 - i. Location
 - ii. Species
 - iii. Size (DBH, dripline, critical root zone)
 - iv. Limits of Disturbance
 - v. Condition and Viability
 - vi. Risk rating
 - vii. Numbered tag
2. Arborist Report:
 - a. A general description of the tree stands in the assessment area.
 - b. Risk assessment methodology and terminology.
 - c. A Tree Assessment Site Plan showing the location of tagged trees labeled with their identification number. BCRA will provide a scaled site plan showing the proposed park improvements.
 - d. A Tree Assessment Table with data for individual trees, along with recommendations to remove, retain, or retain with tree protection measures.
 - e. Recommendations for mitigating risk for trees with a higher likelihood of failure and likelihood of impact.
 - f. The limits of disturbance for trees potentially affected by construction and general guidelines for mitigating impacts.
 - g. The recommended location of tree protection measures, such as fencing, on the Tree Assessment Site Plan.
3. Meetings and Design Discussion
 - a. After submitting the arborist report, participate in any discussions with the project architect and manager related to tree management.

- b. Respond to design changes and update the tree risk assessment or tree protection plan accordingly.

Subtask XG1 – Geotechnical Engineering (Kleinfelder)

1. Washington State Law requires that areas of subsurface exploration be marked in white paint prior to utility locates and that utility companies be given a minimum of two business days to mark utilities within the area. We will dispatch a Kleinfelder representative to mark the planned exploration locations and perform site reconnaissance at least one week before our field exploration. We will notify the One-Call utility locate service at least three business days prior to excavation. Exploration locations will be estimated by pacing and taping distances from site features, or by use of handheld GPS, and will be approximate. In addition to the public utility locating described above, we will contract a private utility locating company to perform conductible utility locating services at our proposed exploration locations.

We will explore soil conditions across the site by means of approximately 10 test pit explorations. Test pits depths are anticipated to range from approximately 5 to 10 feet deep, or practical refusal, with depths determined based on the soil conditions encountered and the corresponding site improvements. In general, we will attempt to keep exploration depths to a minimum to reduce disturbance. Based on the referenced geologic information, we anticipate that the site is underlain by Glacial Till. Explorations for pathways and light structures will need only extend a few feet into unweathered Glacial Till, or medium stiff / medium dense soils. Explorations for proposed infiltration systems will extend at least three feet below the depth of the facility as estimated by BCRA.

We will subcontract a local excavation contractor to mobilize to the site and excavate the test pits with a rubber-tracked excavator, which we anticipate will provide less disturbance than a backhoe due to its lower ground contact pressure. Where sod is present, we will attempt to remove it, set it aside, and replace it at each test pit location. Test pit spoils will be placed on sheets of plywood, and compacted back into the test pit in lifts using a hoe-pack. We will attempt to minimize disturbance to the site; however, it should be anticipated that there will be some areas where sod is uneven and some bare patches will remain.

Our explorations will be performed and logged under the full-time observation of Kleinfelder staff, who will collect samples from each soil type or unit encountered during the excavation for further examination and testing in our Redmond, Washington laboratory. In addition to submitting select samples to evaluate geotechnical properties, additional samples will be submitted to perform grain size testing and estimate infiltration rates based on guidance provided in the Washington State Department of Ecology's Stormwater Management Manual for Western Washington (SMMWW).

We understand that the existing asphalt pavements at the site are to remain in place. We will perform a visual reconnaissance of the existing asphalt pavement to document the condition. General areas and types of distress will be noted, and various options for preservation and/or repair will be developed, as appropriate. As requested by the City, no destructive testing will be performed to evaluate the thickness of the existing pavement section.

2. Laboratory Testing: Geotechnical laboratory testing will be performed in accordance with ASTM Standards on selected samples. Laboratory tests will be conducted to provide data on the physical

characteristics of the subsurface soils for engineering studies and analysis. Laboratory tests are anticipated to include natural water content, grain size distribution and hydrometer analysis.

3. Analyses and Geotechnical Report: Based on the results of our site reconnaissance, subsurface exploration, and laboratory testing, we will perform engineering analyses and prepare a geotechnical report that presents the following:
 - a. A description of the proposed project;
 - b. A site plan drawn to scale showing the approximate exploration locations;
 - c. Logs of the explorations;
 - d. Laboratory test results;
 - e. The geologic setting of the site, impact of the site geologic conditions to the project and potential hazards to the proposed construction as well as means to mitigate such hazards;
 - f. A summary of subsurface soil and groundwater conditions as observed during fieldwork;
 - g. Earthwork recommendations including site and subgrade preparation, structural fill, and wet weather earthwork;
 - h. Evaluation of on-site soils for reuse as structural fill;
 - i. Shallow foundation design recommendations for lightly-loaded structures such as restrooms and picnic shelters;
 - j. A summary of our infiltration evaluation, including grain size methods;
 - k. Drainage recommendations for low impact development, potentially including permeable pavement, bioretention, or manufactured units
 - l. Seismic site classification in accordance with the 2021 IBC; and,
 - m. Pavement recommendations for flexible pavements subject to passenger car and delivery truck loading.
4. Meetings and Project Management: We anticipate providing a total of 6 hours of engineer and project manager time for emails, telephone calls, on-line meetings and consultation with BCRA and the City, coordination and discussion with other consultants, and project management.

Subtask XV1 – Survey (Lanktree Surveying)

The following activities will be performed:

1. Boundary Survey: Lanktree Land Surveying, Inc. will complete a Boundary Survey of the property based on a title report. The Boundary Survey will be based on NAD83 horizontal datum, as required by the primary reviewing jurisdiction. We will plot easements according to the title report. We will survey and map any observable perimeter occupational indicators. Property corners and line points of City owned property will be set within the Survey Limits outlined on the attached exhibit. Lanktree Land Surveying, Inc. prepare and record a Record of Survey pursuant to RCW 58.09.
2. Topographic Survey: Lanktree Land Surveying, Inc. will survey the topography and observable improvements on the Survey Limits outlined on the attached exhibit, plus the full right-of-way width of adjoining roads. We will also survey the locations of existing trees in accordance with primary reviewing jurisdiction requirements. Marking placed by subconsultants prior to the start of the survey will be located, e.g., wetland flags, soil test pits, and septic test pits. The Topographic Survey will be prepared using NAVD88 vertical datum as required by the primary reviewing jurisdiction, and will show all spot elevations, breaks-in-grade, and a 1-foot contour interval in sufficient detail for your engineer, planner, and subconsultants to determine slope gradients as may be required by the primary reviewing jurisdiction. Items buried or obscured by heavy vegetation may not be located due to their existence being hidden. All visible, above

ground utilities will be shown, as well as any reference paint marks for underground utilities. Invert elevations will be provided where possible.

3. Utility Locates: Lanktree Land Surveying, Inc. will contact the private utility locate company and coordinate the locating of the underground utilities prior to commencement of the survey. The locate company will locate conductible utilities. Wet utilities not observable from the surface will require a more detailed locate using different technology and is not part of this proposal.

Meetings:

- *None anticipated*

Assumptions:

- *Wetland study and cultural resource study will be provided by the City of Lake Stevens prior to the commencement of site investigation.*
- *To determine an appropriate level of tree or tree part risk, the arborist will consider one of the highest occupancy rate categories for any persons who are deemed to be potential targets of a tree or tree part failure of the tree being assessed, unless the owner/client states otherwise. Also, the highest consequence category is typically assigned whenever a person(s) may be injured from a tree failure. Doing so will potentially result in a higher risk rating of the assessed tree; however, we believe this to be a more prudent method to use when considering the possible injury, the impact of a failed tree or tree part can cause to a person.*
- *Tree risk assessment information is to be considered valid as of the time and date of inspection.*
- *Right of entry and unrestricted access to all locations for survey and explorations will be provided as necessary.*
- *Site exploration work can be performed during regular business hours Monday through Friday, but Saturday and Sunday work is permissible.*
- *Explorations will be backfilled with excavated material. Excess material will be scattered and remain on site. Surface restoration beyond that listed in this Task is not included in this scope.*
- *California Bearing Ratio (CBR) testing is not included in our scope of services; we will support pavement design using soil type / CBR correlations.*
- *The survey of existing trees will include their general species and diameter at breast height (DBH) but will exclude full analysis of or recommendations regarding their health.*
- *Surveying scope will include procuring of title report from title company of Surveyor's choosing.*

Deliverables:

- *Topographic and Boundary Survey (AutoCAD dwg and pdf)*
- *Draft and Final Geotechnical Engineering Report (pdf)*

Task 04 –Environmental Permitting

Subtask C1 – Civil Engineering

The following activities will be performed:

1. Coordinate with Environmental Specialist for peer review of civil plans

Subtask XE1 – Environmental Specialist (Widener)

The following activities will be performed:

1. Coordinate with design team.
 - a. Verify that the wetland study, provided by the City of Lakew Stevens for use in this project, has been sufficiently incorporated into the Design of the Phase II improvements.
2. Fill out the Application and Revision form (A&R) for the project.

3. Provide peer review of the A&R form, wetland study, cultural resources study, and civil plans prior to submittal to RCO.

Meetings:

- *None anticipated*

Assumptions:

- *Duration of subtasks C1 and XE1 of this task will be 6 weeks.*
- *The project will qualify for a Class II Document Categorical Exclusion.*
- *No NEPA discipline reports will be required.*
- *Neither a NEPA Environmental Impact Statement nor an Environmental Assessment will be required.*
- *A Cultural Resources Report has been prepared for this project. No revisions or updates to this report are included in this scope.*
- *A Critical Areas Study and Mitigation Plan has been prepared for this project. No revisions or updates to this report are included in this scope.*
- *Washington State Department of Archaeology and Historic Preservation (DAHP) will be responsible for coordination with potentially affected tribes; no tribal coordination is included.*
- *There will be no federally endangered or threatened species or designated critical habitats affected by the project; database review documenting absence of affected species and habitats within the Action Area will be sufficient for consultation.*
- *NPS will be the NEPA lead agency. If the NPS requests additional documentation to comply with NEPA, beyond what is listed in this scope, an amendment to this contract may be required.*
- *It is believed that these permits are reasonable and attainable and BCRA will work to receive approval in a timely manner. However, BCRA cannot guarantee permit approval from agencies having jurisdiction.*

Deliverables:

- *Draft and Final A&R Form (word and pdf)*
- *30% plans (see Task 10 for description)*

Task 10 – 30% Design

Subtask C1 – Civil Engineering

The following activities will be performed:

1. Review master plan concept
2. Prepare 30% Design drawings including:
 - a. Cover Sheet (1 sheet)
 - b. Site and Surfacing Plan (2 sheets)
 - c. Grading, Drainage, and Utility Plan (2 sheets)
 - d. Construction Details (2 sheets)
3. Schedule and attend pre-application meeting with City of Lake Stevens staff.
4. Develop stormwater models to size stormwater management system.
5. Perform quality control review of 30% documents and revise documents to address comments.
6. Coordinate with cost estimator to develop 30% opinion of probable cost (OPC) based on the 30% design plans.
7. Prepare utility impact exhibit and coordinate with affected franchise utility purveyors.
8. Meet with City of Lake Stevens to review 30% design.
9. Prepare and distribute meeting notes from 30% review.

Subtask L1 – Landscape Architecture

The following activities will be performed:

1. Prepare 30% Design drawings including:
 - a. Material and Layout Plan (2 sheets)
 - b. Planting Plan (2 sheets)
2. Attend pre-application meeting with City of Lake Stevens staff.
3. Update 30% Design drawings based on quality control review comments.
4. Coordinate with cost estimator to prepare OPC.
5. Attend 30% design review meeting with City of Lake Stevens staff.

Subtask XP1 – Electrical Engineering (BCE)

The following activities will be performed:

1. Coordination with SnoPUD regarding electrical service for the project site.
2. Prepare 30% Design drawings including:
 - a. Site Illumination Plan and Photometric Analysis (2 sheets)
 - b. Dry Utility Service Plan (2 sheets) including,
 - i. Primary Electrical Service Feed from SnoPUD to Transformer
 - ii. Transformer Pad Location
 - iii. Site Service/Meter Location
 - iv. Secondary service layout for prefabricated structures
3. Coordinate with cost estimator to prepare OPC.

Subtask XO1 – Cost Estimating (Bill Acker)

The following activities will be performed:

1. Prepare OPC for the proposed improvements based on the 30% design drawings.

Meetings:

- (1) Pre-application meeting with City staff (virtual)
- (1) 30% design review meeting with City staff (virtual)
- (4) Biweekly progress calls between City of Lake Stevens and BCRA project manager (virtual)

Assumptions:

- Duration of this task will be 9 weeks.
- Utility impact coordination is assumed to include coordination with,
 - SnoPUD (power and water)
 - Lake Stevens Sewer District (sewer)
 - Puget Sound Energy (natural gas)
 - Comcast (communications)
 - Frontier (communications)
 - Wave (communications)
 - CenturyLink (communications)
- Off site street lighting is not included in this scope.
- Proposed restroom sewerage is assumed to be provided through a receiving tank to be pumped by City of Lake Stevens staff. Septic design is not included in this scope.
- 30% plans will be on sheet size 22"x34" with a plan view scale of 1" = 20'.

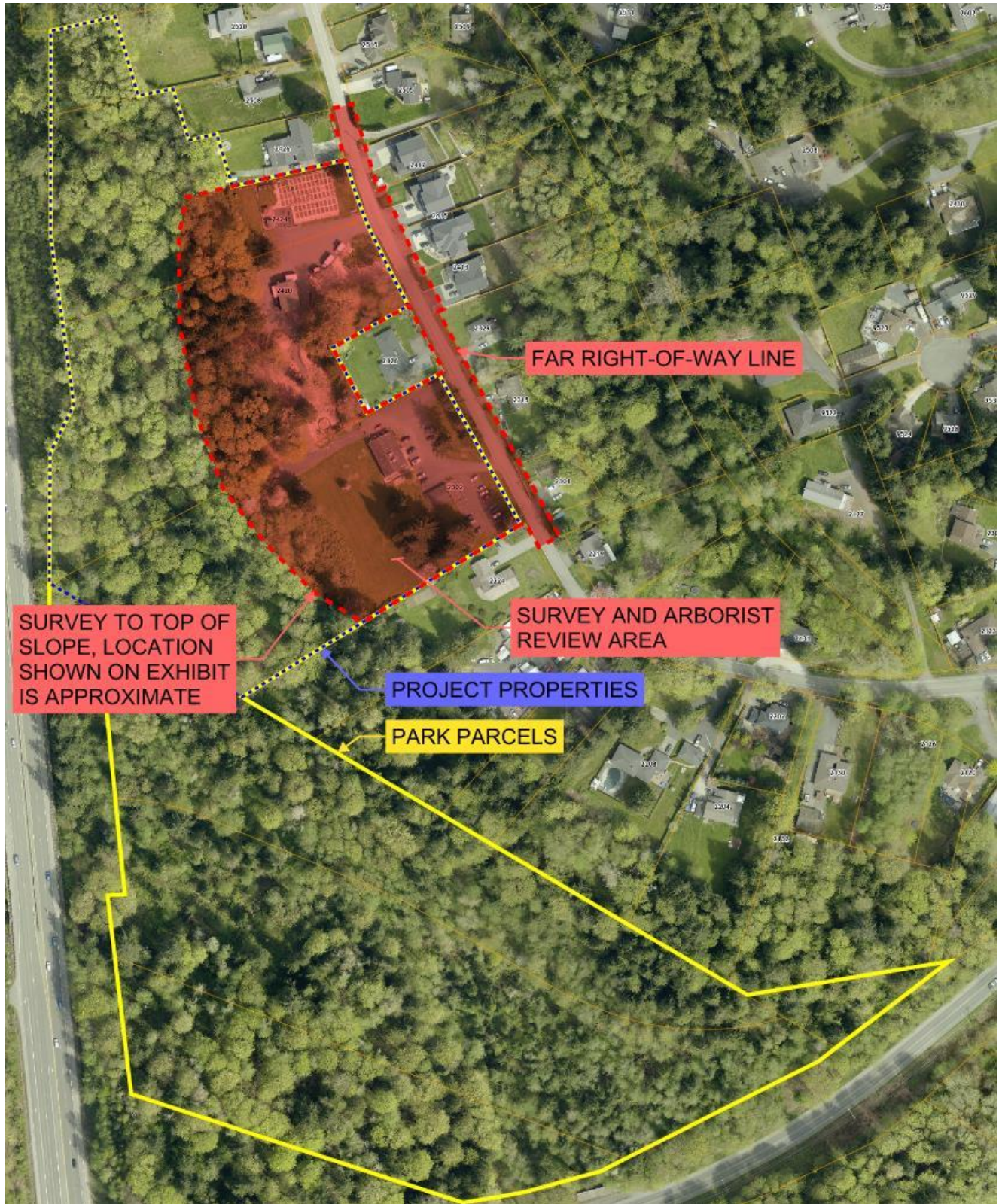
Deliverables:

- 30% plans (CAD and pdf)

- *30% OPC (pdf)*
- *Meeting agendas and notes (pdf)*
- *QC Reports (pdf)*

PROJECT ASSUMPTIONS

- *Stormwater Site Plan will be in accordance with the 2019 Washington State Department of Ecology Stormwater Management Manual for Western Washington.*
- *Stormwater management will be achieved through surface or subsurface facilities not requiring structural design (i.e. stormwater vaults)*
- *Proposed site development is consistent with existing traffic analyses and will not trigger additional analysis of traffic impacts or parking demands of the proposed site.*
- *Natural gas service coordination, telecom service coordination, and public wi-fi design services are not included in this scope.*
- *Renewable energy design is not included in this scope.*
- *City of Lake Stevens will pay all required agency fees.*
- *Signage design will be standard designs in conformance to existing City of Lake Stevens signage standards.*
- *Signage will include text in English language only.*
- *Where applicable, by code, ADA raised text and numerals and type 2 Braille will be included on signage.*
- *The following items are not included in this Scope of Services, but may be provided as an additional service:*
 - *Preparation of engineering reports or studies beyond those specifically listed in the scope of services.*
 - *Preparation of any state or federal level permits beyond those specifically listed in the scope of services.*
 - *Life cycle cost analysis.*
 - *Distribution of documents to bidders and subcontractors during bid and construction. BCRA to provide documents to client and general contractor only.*
 - *Responses to bid and construction RFI's for which the requested information is already provided in the construction documents or caused by contractor errors during construction. Service shall be provided on an hourly basis.*
 - *Traffic control plans.*
 - *Branding identity and branding guide, i.e., logo development, artwork, brand standards.*
 - *Interpretive signage.*
 - *Donor recognition signage.*
 - *Temporary signage.*
 - *Structural engineering required for signage. Structural engineering is the responsibility of the signage fabricator.*
 - *Preparation of any permit submittals required for signage. Such submittals are the responsibility of the signage fabricator.*
 - *Copywriting services.*



FINAL DESIGN
EXHIBIT A-2
SCOPE OF SERVICES

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PROJECT DESCRIPTION

BCRA and their team of subconsultants will provide site investigations and consulting services to design the Phase 2 improvements at Eagle Ridge Park as set forth in the masterplan adopted by the City of Lake Stevens in 2014. These improvements will include design of the following elements,

- Natural themed playground area
- Looped paved walking trail
- Prefabricated covered amphitheater with natural classroom seating
- Prefabricated picnic shelter(s) and barbeque areas
- Two prefabricated restrooms
- Parking lot with associated stormwater management system
- Frontage improvements consisting of curb, gutter, and sidewalk
- Site landscaping and irrigation
- Pedestrian scale site illumination
- Electrical service to each prefabricated structure
- Security camera or other monitoring device
- Site signage

The work will also include a topographic and tree survey, geotechnical investigations, and environmental permitting.

SCOPE OF SERVICES

Task 01 – Project Management

Subtask C2 – Civil Engineering

The following activities will be performed:

1. Monitor and control scope, schedule, and budget.
2. Prepare monthly invoices and progress reports.

Meetings:

- *None anticipated*

Assumptions:

- *Project management will occur throughout each Task of the project*

Deliverables:

- *Monthly invoices and progress reports (pdf)*

Task 02 – Site Investigation

Subtask XG2 – Infiltration Testing (Kleinfelder)

1. Infiltration Testing (Optional): As part of Task 02 Subtask XG1, we will complete a portion of our budgeted grain size testing and provide BCRA and the City with exploration logs and lab data. Following review of this data and an initial evaluation of infiltration capacity, the need for small scale or large-scale infiltration tests will be determined with the City and project team. We have scoped and budgeted to perform two Pilot Infiltration Tests (PIT) concurrently for up to 24 hours in accordance with the SMMWW. We will coordinate with the project team to determine the scale of the tests based on conditions encountered during Task 02 Subtask XG1 exploration and laboratory testing.

If infiltration testing is performed, we will utilize a 4,000-gallon water truck to provide water, and anticipate running one infiltration test at a time. We have budgeted time for a single staff member to be on-site one-half day for test pit excavation / infiltration setup and for backfilling. We have budgeted time for two staff members to alternate overseeing the tests for up to 24 hours per test.

We have assumed that maximum infiltration facility depths will be 6 feet; actual test depths will be confirmed with BCRA prior to testing. We will subcontract a local excavation contractor to excavate the PIT with a rubber-tracked excavator. Where sod is present, we will attempt to remove it, set it aside, and replace it at each PIT location. Spoils will be placed on sheets of plywood, and compacted back into the excavation in lifts using a hoe-pack. We will attempt to minimize disturbance to the site; however, it should be anticipated that there will be some areas where sod is uneven and some bare patches will remain.

Meetings:

- *None anticipated*

Assumptions:

- *Refer to the assumptions for the Eagle Ridge Park Phase II Task 02 scope of work.*

Deliverables:

- *Final Geotechnical Engineering Report (pdf)*

Task 04 –Environmental Permitting

Subtask C2 – SEPA Coordination

The following activities will be performed:

1. Prepare and submit SEPA checklist to City of Lake Stevens.
2. Coordinate with City of Lake Stevens staff for SEPA determination.
3. Prepare a comment response letter to be included with the SEPA resubmission.

Subtask XE2 – Environmental Specialist (Widener)

The following activities will be performed:

1. Prepare the NEPA Categorical Exclusion (CE) Compliance Checklist with supporting documentation as required by RCO for projects receiving federal funding.

Meetings:

- *None anticipated*

Assumptions:

- *Refer to the assumptions for the Eagle Ridge Park Phase II Task 04 scope of work.*
- *Duration of subtask C2 of this task will be 16 weeks.*
- *City of Lake Stevens will be the SEPA lead agency.*
- *Lighting calculation for the SEPA will not be required.*

Deliverables:

- *Draft and Final SEPA Checklist (word and pdf)*

Task 20 – 60% Design

Subtask C1 – Civil Engineering

The following activities will be performed:

1. Prepare 60% Design drawings including:

- a. Cover Sheet (1 sheets)
- b. Demolition and Temporary Erosion and Sediment Control (TESC) Plan (2 sheets)
- c. Site and Surfacing Plan (2 sheets)
- d. Grading, Drainage, and Utility Plan (2 sheets)
- e. Construction Details (6 sheets)
2. Refine stormwater models.
3. Prepare a preliminary Stormwater Site Plan.
4. Perform quality control review of 60% documents and revise documents to address comments.
5. Coordinate with cost estimator to develop 60% opinion of probable cost (OPC) based on the 60% design plans.
6. Coordinate with City of Lake Stevens to determine desired Bid Alternatives or Bid Additives, if any.
7. Update utility impact exhibit and coordinate with affected franchise utility purveyors.
8. Meet with City of Lake Stevens to review 60% design.
9. Prepare and distribute meeting notes from 60% review.

Subtask L1 – Landscape Architecture

The following activities will be performed:

1. Prepare 60% Design drawings including:
 - a. Material and Layout Plan (2 sheets)
 - b. Planting Plan (2 sheets)
 - c. Irrigation Plan (2 sheets)
 - d. Construction Details (3 sheets)
2. Coordinate with cost estimator to update OPC.
3. Coordinate with City of Lake Stevens to determine Bid Alternates or Bid Additives.
4. Develop up to three (3) thematic concepts for playground design.
5. Develop up to two (2) playground concepts.
6. Update 60% Design drawings based on quality control review comments.
7. Attend 60% design review meeting with City of Lake Stevens staff.

Subtask L2 – Public Outreach Support

The following activities will be performed:

1. Provide up to two (2) colorized plan view rendering of project for use by Lake Stevens City Council and in City of Lake Stevens public engagement process.

Subtask XP1 – Electrical Engineering (BCE)

The following activities will be performed:

1. Coordination with SnoPUD regarding electrical service for the project site.
2. Prepare 60% Design drawings including:
 - a. Site Illumination Plan and Photometric Analysis (2 sheets)
 - b. Dry Utility Service Plan (2 sheets) including,
 - i. Primary Electrical Service Feed from SnoPUD to Transformer
 - ii. Transformer Pad Location
 - iii. Site Service/Meter Location
 - iv. Secondary service layout for prefabricated structures
 - c. Construction Details (2 sheets)
3. Coordinate with cost estimator to prepare OPC.

Subtask XO1 – Cost Estimating (Bill Acker)

The following activities will be performed:

1. Prepare OPC for the proposed improvements based on the 60% design drawings.

Meetings:

- (1) 60% design review meeting with City staff (virtual)
- (4) Biweekly progress calls between City of Lake Stevens and BCRA project manager (virtual)

Assumptions:

- Duration of this task will be 9 weeks.
- No significant changes to the design concept after the 30% design review will be required.
- City of Lake Stevens will facilitate the public outreach process with graphical support by BCRA, as described above.
- No consultant attendance at any public meetings is assumed.
- City of Lake Stevens will select a single playground for design development during the 60% Design task.
- 60% plans will be on sheet size 22"x34" with a plan view scale of 1" = 20'.

Deliverables:

- 60% plans (CAD and pdf)
- 60% OPC (pdf)
- Colorized Plan View Rendering (pdf)
- Meeting agendas and notes (pdf)
- QC Reports (pdf)

Task 30 – 90% Design

Subtask C1 – Civil Engineering

The following activities will be performed:

1. Prepare 90% design plans to be used for City of Lake Stevens Land Disturbance Permit Review, including:
 - a. Cover Sheet (1 sheet)
 - b. Survey Control Plan (1 sheets)
 - c. Demolition and Temporary Erosion and Sediment Control (TESC) Plan (2 sheets)
 - d. Site and Surfacing Plan (2 sheets)
 - e. Grading, Drainage, and Utility Plan (2 sheets)
 - f. Detailed Grading Plan (2 sheet)
 - g. Construction Details (6 sheets)
2. Prepare final Stormwater Site Plan.
3. Prepare Stormwater Pollution Prevention Plan (SWPPP).
4. Prepare technical specifications.
5. Submit for coverage under the Construction Stormwater General Permit.
6. Coordinate with cost estimator to develop 90% opinion of probable cost (OPC) based on the 90% design plans.
7. Perform quality control review of 90% documents and revise documents to address comments.
8. Update utility impact exhibit and coordinate with affected franchise utility purveyors.
9. Meet with City of Lake Stevens to review 90% design.
10. Prepare and distribute meeting notes from 90% review.
11. Fill out land disturbance, right-of-way, and building permit applications.

12. Submit permit documents to the City of Lake Stevens.
13. Submit 90% plans to the Recreation and Conservation Office (RCO) for review.

Subtask L1 – Landscape Architecture

The following activities will be performed:

1. Prepare 90% Design drawings including:
 - a. Material and Layout Plan (2 sheets)
 - b. Planting Plan (2 sheets)
 - c. Irrigation Plan (2 sheets)
 - d. Construction Details (6 sheets)
2. Coordinate with cost estimator to update OPC.
3. Prepare technical specifications.
4. Update 90% design drawings based on quality control review comments.
5. Attend 90% design review meeting with City of Lake Stevens staff.

Subtask XP1 – Electrical Engineering (BCE)

The following activities will be performed:

1. Coordination with SnoPUD regarding electrical service for the project site.
2. Prepare 90% Design drawings including:
 - a. Site Illumination Plan and Photometric Analysis (2 sheets)
 - b. Dry Utility Service Plan (2 sheets) including,
 - i. Primary Electrical Service Feed from SnoPUD to Transformer
 - ii. Transformer Pad Location
 - iii. Site Service/Meter Location
 - iv. Secondary service layout for prefabricated structures
 - c. Construction Details (2 sheets)
3. Prepare technical specifications
4. Coordinate with cost estimator to prepare OPC.

Subtask XO1 – Cost Estimating (Bill Acker)

The following activities will be performed:

1. Prepare OPC for the proposed improvements based on the 90% design drawings.

Meetings:

- (1) 90% design review meeting with City staff (in-person)
- (5) Biweekly progress calls between City of Lake Stevens and BCRA project manager (virtual)

Assumptions:

- Duration of this task will be 11 weeks.
- City of Lake Stevens will provide Division 00 specifications.
- BCRA will provide Division 01 specifications.
- BCRA will provide technical specifications in APWA format.
- 90% plans will be on sheet size 22"x34" with a plan view scale of 1" = 20'.

Deliverables:

- Permit documents including Applications, Drawings, and Reports (pdf)
- 90% plans (CAD and pdf)
- 90% Technical Specifications (pdf)

- *90% OPC (pdf)*
- *Meeting agendas and notes (pdf)*
- *QC Reports (pdf)*

Task 40 – Permitting and 100% PS&E

Subtask C1 – Civil Engineering

The following activities will be performed:

1. Coordinate with City staff for permit issuance.
2. Finalize 100% plans, specifications, and estimate.
3. Compile approved documents into “For Construction” set for bidding.
4. Submit Notice of Intent for coverage under the Construction Stormwater General Permit

Subtask L1 – Landscape Architecture

The following activities will be performed:

1. Finalize 100% plans, specifications, and estimate.

Subtask XP1 – Electrical Engineering (BCE)

The following activities will be performed:

1. Coordination with SnoPUD regarding electrical service for the project site.
2. Prepare 100% Design drawings including:
 - a. Site Illumination Plan and Photometric Analysis (2 sheets)
 - b. Dry Utility Service Plan (2 sheets) including,
 - i. Primary Electrical Service Feed from SnoPUD to Transformer
 - ii. Transformer Pad Location
 - iii. Site Service/Meter Location
 - iv. Secondary service layout for prefabricated structures
 - c. Construction Details (2 sheets)
3. Finalize technical specifications
4. Coordinate with cost estimator to prepare OPC.

Meetings:

- *(3) Biweekly progress calls between City of Lake Stevens and BCRA project manager during the 100% PS&E portion of this task (virtual)*

Assumptions:

- *Duration of permitting portion of this task will be 13 weeks.*
- *Duration of the 100% PS&E portion of this task will be 6 weeks.*
- *One round of comments from the City of Lake Stevens will be received and responded to during the permitting process.*

Deliverables:

- *Comment response letter (pdf)*
- *Final Bid Plans, Specifications, and Estimate (pdf)*
- *Meeting agendas and notes (pdf)*

Task 45 – Bidding Support

Subtask C1 – Civil Engineering

The following activities will be performed:

1. Review and sign final compiled bid package from City of Lake Stevens prior to advertisement.
2. Attend pre-bid site walk.
3. Prepare and issue up to 2 bid addenda in response to up to 8 bidder questions.
4. Provide bid tabulation after bid opening.
5. Perform preliminary contractor checks after bid opening.

Subtask L1 – Landscape Architecture

The following activities will be performed:

1. Attend pre-bid site walk.
2. Prepare responses to up to 4 bidder questions for inclusion in up to 2 bid addenda.

Meetings:

- *(1) Pre-bid site walk (in person)*

Assumptions:

- *Duration of this task will be 6 weeks.*
- *City of Lake Stevens will run the bid process including advertising and acting as the primary point of contact.*

Deliverables:

- *Bid questions responses, as required (pdf)*
- *Bid addenda documents, as required (pdf)*
- *Meeting agendas and notes (pdf)*

Task 50 – Construction Administration

Subtask C1 – Civil Engineering

The following activities will be performed:

1. Review Contractor submittals, as identified in the specifications, for conformance to the design documents.
2. Respond to up to 6 Requests for Information (RFIs) from Contractor.
3. Review Contractor's redline as-built drawings and prepare record drawings based on mark-ups.

Subtask L1 – Landscape Architecture

The following activities will be performed:

1. Review Contractor submittals, as identified in the specifications, for conformance to the design documents.
2. Respond to up to 3 Requests for Information (RFIs) from Contractor.

Meetings:

- *None anticipated*

Assumptions:

- *Duration of this task will be 5 months.*
- *City of Lake Stevens will run the construction management process and will serve as the primary point of contact.*

Deliverables:

- *RFI responses, up to 9 as needed (pdf)*
- *Submittal reviews (pdf)*
- *Record drawings (pdf)*

PROJECT ASSUMPTIONS

- *Refer to the project assumptions for the Eagle Ridge Park Phase II scope of work.*

PRELIMINARY DESIGN

EXHIBIT B-1 FEES									
Task	BCRA		Bartlett	Widener	Kleinfelder	Bill Acker	BCE	Lanktree	Total
	Civil Engineering	Landscape Architecture	Arborist	Environmental Specialist	Geotech. Engineering	Cost Estimating	Illumination & Electrical Engineering	Land Surveying	
01 Project Management	\$ 4,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,840
02 Site Investigation	\$ 3,460	\$ 960	\$ 4,763	\$ -	\$ 14,973	\$ -	\$ -	\$ 35,470	\$ 59,626
04 Environmental Permitting	\$ 700	\$ -	\$ -	\$ 9,382	\$ -	\$ -	\$ -	\$ -	\$ 10,082
10 30% Design	\$ 19,810	\$ 9,520	\$ -	\$ -	\$ -	\$ 5,134	\$ 2,420	\$ -	\$ 36,884
Subtotal	\$ 28,810	\$ 10,480	\$ 4,763	\$ 9,382	\$ 14,973	\$ 5,134	\$ 2,420	\$ 35,470	\$ 111,432
Reimbursible Expenses									\$ 600
Management Reserve									\$ -
Total									\$ 112,032

All fees above are hourly
Subconsultant fees are shown as cost plus 10.0%

FINAL DESIGN

EXHIBIT B-2 FEES									
Task	BCRA		Bartlett	Widener	Kleinfelder	Bill Acker	BCE	Lanktree	Total
	Civil Engineering	Landscape Architecture	Arborist	Environmental Specialist	Geotech. Engineering	Cost Estimating	Illumination & Electrical Engineering	Land Surveying	
01 Project Management	\$ 5,580	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,580
02 Infiltration Testing	\$ -	\$ -	\$ -	\$ -	\$ 17,891	\$ -	\$ -	\$ -	\$ 17,891
04 Environmental Permitting	\$ 3,880	\$ -	\$ -	\$ 8,639	\$ -	\$ -	\$ -	\$ -	\$ 12,519
20 60% Design	\$ 23,800	\$ 15,200	\$ -	\$ -	\$ -	\$ 5,134	\$ 5,775	\$ -	\$ 49,909
Public Outreach Support	\$ -	\$ 3,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,200
30 90% Design	\$ 32,160	\$ 12,800	\$ -	\$ -	\$ -	\$ 5,134	\$ 15,400	\$ -	\$ 65,494
40 Permitting and 100% PS&E	\$ 11,530	\$ 1,280	\$ -	\$ -	\$ -	\$ -	\$ 2,310	\$ -	\$ 15,120
45 Bidding Support	\$ 4,020	\$ 1,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,620
50 Construction Administration	\$ 11,640	\$ 4,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,960
Subtotal	\$ 92,610	\$ 38,400	\$ -	\$ 8,639	\$ 17,891	\$ 10,268	\$ 23,485	\$ -	\$ 191,293
Reimbursible Expenses									\$ 400
Management Reserve									\$ -
Total									\$ 191,693

All fees above are hourly
Subconsultant fees are shown as cost plus 10.0%

EXHIBIT C SUBCONSULTANT LIST

BCRA's list of subconsultants will include,

Arborist

Urban Forestry Services | Bartlett Consulting
15119 McLean Road
Mount Vernon, WA, 98273
Contact: Miles Becker
Email: mbecker@Bartlett.com
Phone: 360-399-1377

Cost Estimating

Bill Acker Consulting Services
P.O. Box 1213
Gig Harbor, WA 98335
Contact: Bill Acker
Email: fargwatt@harbornet.com
Phone: 360-895-1756

Electrical Engineering

BCE Engineers, Inc.
6021 12th Street E, Suite 200
Fife, WA 98424
Contact: Carrie Taylor
Email: carrie.taylor@bceengineers.com
Phone: 253-922-0446

Geotechnical Engineering

Kleinfelder
14710 NE 87th Street, Suite 100
Redmond, WA 98052
425.301.0106
Contact: Marcus Byers, PE
Email: MByers@kleinfelder.com
Phone: 425-301-0106

Land Surveying

Lanktree Land Surveying, Inc.
25510 74th Ave S
Kent, WA 98032
Contact: Trevor Lanktree , PLS
Email: tlanktree@lanktreeland.com
Phone: 253-653-6423



2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

bcradesign.com

Environmental Specialist

Widener & Associates

10108 32nd Ave W D

Everett, WA 98204

Contact: Jordan Widener

Email: jordancw@widener-enviro.com

Phone: 510-725-2291

CITY COUNCIL STAFF REPORT



Agenda Date: 12/12/2023

Subject: Interlocal Agreement Amendment for Lake Management with Snohomish County

Contact Person/Department: Shannon Farrant, Public Works

Budget Impact: \$24,140

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Motion to authorize the Mayor to sign the letter authorizing the 2024 cost of services in the amount not to exceed \$24,140.

SUMMARY/BACKGROUND:

The City entered into a 5-year Interlocal Agreement with Snohomish County on June 26, 2022, to perform lake management services on Lake Stevens. The 2024 cost of services reflects the lake monitoring services outlined in Section 3 of the ILA. Water quality data collected in 2023 and the past several years was reviewed in November 2023. Monitor results indicate low levels of phosphorus and an increase in water clarity. City staff recommend a close review of water quality data in 2024 to determine if Alum treatment application should be applied in 2024. The 2024 scope of services includes the cost of extra water quality monitoring associated with Alum treatment if the decision to treat is made. It is important to develop and adapt the lake management program to environmental conditions, which is why staff recommends closely monitoring the water quality data in 2024 before a decision to treat with Alum is made.

The 2024 scope of services includes an increase in technical assistance to City staff to transition the lake monitoring program to the City. The Surface Water Program was fully staffed in November 2023. The Public Works Department has prioritized the transition of lake monitoring to the City in 2024. City staff will develop a lake monitoring transition plan in the first quarter of 2024 that will outline all the program requirements, including staff training and education, and a timeline for complete transition. The transition plan will be presented to the Council along with a presentation on the water quality status of the Lake.

The proposed scope of services for 2024 includes:

- Monthly lake water quality monitoring
- Reporting of water quality data
- Technical assistance
- Alum treatment water quality monitoring

A letter from Snohomish County outlining the work performed in 2023 has been included with this staff report.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 2024 SOW and 2023 summary
2. 2024_SOW acceptance letter
3. 2022_ILA_Lake Monitoring_fully executed



Snohomish County

Conservation and Natural Resources

Surface Water Management

3000 Rockefeller Ave., M/S 303

Everett, WA 98201-4046

(425) 388-3464

www.snoco.org

November 17, 2023

Dave Somers
County Executive

Shannon Farrant
Public Works Department
City of Lake Stevens
PO Box 257
Lake Stevens, WA 98258

RE: Revised Lake Management and Water Quality Services For 2024

Dear Shannon:

According to the Lake Management and Water Quality Services agreement for Lake Stevens, it is time for Snohomish County Surface Water Management to inform the City of the proposed cost of monitoring services for the year 2024. We propose to continue with the same scope of work set forth in the agreement that was signed June 26, 2022. The revised projected cost for 2024 is **\$24,140**. This includes monthly water quality monitoring, equipment maintenance, associated data management, reporting, and additional technical assistance staff hours for training City staff. This estimate includes any associated monitoring and reporting required by the Aquatic Plant and Algae (APAM) permit for a November 2024 alum treatment. Note that the estimate does include a likely increase in lab sample analysis cost that will occur as we will be working to renew our laboratory contract in the coming months.

If the proposed scope of work and costs for 2024 are acceptable to the City, please respond to this email or send to connie.price@snoco.org that you accept the proposed scope of work and costs for 2024 as indicated in this letter by December 1, 2023.

In 2023, we have completed monthly water quality monitoring including the APAM permit required pre-Alum treatment monitoring through October (and will continue through December). We have also responded to resident and city questions about water quality and aquatic plants.

Over the coming winter we will finalize all quality assurance of the 2023 data and develop and update the Lake Stevens Health Report Card which will include the shoreline survey summary. All reports and links to our database that house the raw data will be available to the public at <https://snohomishcountywa.gov/3628/Lake-Stevens-Water-Quality>. If you are interested, we would also be happy to provide a briefing on lake conditions per the agreement once the report has been completed.

We appreciate the opportunity to continue working with the City of Stevens and local residents to monitor and evaluate the health of Lake Stevens. If you have any questions about lake quality or the lake management agreement, please contact me at 425-388-3204.

Sincerely,

Marisa Burghdoff
Water Quality Specialist III - Lakes
425-388-3204
Marisa.burghdoff@snoco.org



December 12, 2023

Gregg Farris, Director
Snohomish County Surface Water Management
3000 Rockefeller Avenue, MS 303
Everett, WA 98201

ATTN: Connie Price, *Contract Specialist*

Re: Lake Management and Water Quality Services for Lake Stevens 2024

Dear Mr. Farris:

This letter is intended as written acceptance of the proposed Lake Stevens monitoring scope of work, including the estimated costs of \$24,140 for 2024, in accordance with Section 5.3 of the “Intergovernmental Services Agreement for Lake Management and Water Quality Services” executed on June 26, 2022. All other terms and conditions of the agreement shall remain unchanged.

Sincerely,

Brett Gailey, *Mayor*
City of Lake Stevens

INTERGOVERNMENTAL SERVICES AGREEMENT FOR LAKE MANAGEMENT AND WATER QUALITY SERVICES

This AGREEMENT FOR LAKE MANAGEMENT AND WATER QUALITY SERVICES (this “Agreement”) is made and entered by and between the **CITY OF LAKE STEVENS, a Washington municipal corporation**, (the “City”), and **SNOHOMISH COUNTY**, a political subdivision of the State of Washington (the “County”).

RECITALS

- A.** Lake Stevens lies within the boundaries of the City.
- B.** Lake Stevens is an important water resource for the City which provides opportunities for swimming, boating, fishing and aesthetic enjoyment.
- C.** The City and the County recognize the importance of performing certain water quality monitoring services at Lake Stevens.
- D.** The City does not have the staff or resources to monitor water quality at Lake Stevens.
- E.** The City desires to retain the services of the County to perform certain water quality monitoring at Lake Stevens and the County has the staff and resources to perform said services, all under the terms and conditions described in this Agreement.

AGREEMENT

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

1. TERM

The term of this Agreement (the “Term”) shall commence upon execution (the “Commencement Date”), and shall expire on December 31, 2026 (the “Expiration Date”); provided, however, that both the City and the County’s obligations after December 31, 2022, are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with applicable law.

2. CATEGORIES OF SERVICES PERFORMED BY COUNTY AND RIGHT OF ENTRY

During the Term of this Agreement, the County shall perform for the City the following services (collectively, the “Services”): (i) lake monitoring services, as more fully described in Section 3 below (the “Lake Monitoring Services”); and (ii) any additional services related to water quality or quantity issues that may be mutually agreed upon in writing by the City and the County pursuant to Section 4 below (the “Additional Services”). The Services shall be performed in a good and professional manner, consistent with accepted industry standards and in accordance with both the substantive and procedural requirements specified in this Agreement.

The City shall provide the County with reasonable access to any location where Services are to be provided. If the City is unable to provide such access, the County shall have no obligation to perform any Services under this Agreement unless and until the City provides reasonable access.

3. LAKE MONITORING SERVICES

3.1. Lake Water Quality Monitoring

The County will perform water quality monitoring of Lake Stevens on a monthly basis of each contract year. The County will provide a boat and all equipment to conduct monitoring. Monitoring measurements and water quality sampling will be conducted in the deepest portion of the lake at the established monitoring location. Observational data may be taken at any location. Monthly monitoring will include the following:

- Water column profiles for temperature, dissolved oxygen, pH and conductivity
- Measurements of water clarity (Secchi depth) and near-surface water temperature
- Observational of recreational use, weather conditions, watercolor, algal abundance and presence/absence of algal scum
- Water sampling which will be submitted for laboratory analysis. The sampling depths and associated parameters to be analyzed are as follows:

Parameter/Depth	1 meter	5-meter	10-meter	20-meter	30-meter	40-meter
Total Phosphorus (TP) ¹	X	X	X	X	X	X
Soluble reactive phosphorus (SRP)						X
Total Persulfate Nitrogen (TPN)	X					
Chlorophyll <i>a</i>	X	X	X			
True Color ²	X					
Alkalinity ³	X					

¹ TP samples at 5 & 30 meters will only be collected Apr – Nov

² True color is only planned for 2022 from June – Sept

³ Alkalinity would be sampled the three months prior to any planned alum treatment

All monitoring will be conducted in accordance with the “Quality Assurance Monitoring Plan for the Snohomish County Lake Management Program” as updated. Water samples will be analyzed by a Washington State Department of Ecology-accredited laboratory. The cost for all such services shall be as set forth in Section 5 below.

3.2. Reporting of Water Quality Data

Annual monitoring data collected from Lake Stevens will be summarized annually in two written reports that will be made available to the City and the general public. The first is a water quality report card, a one-page summary for the public of lake health. The second report is a more detailed report with a summary of data collected through the monitoring program. The reports for a given calendar year shall be delivered to the City on or before April 15 after the close of the calendar year at issue. The reports will also be made available on Snohomish County’s website unless otherwise directed by the City. The raw water quality data shall be available on the County’s online water quality database following completion of quality assurance checks. Copies of the lab reports shall also be provided to the City upon request.

If requested by the City, County staff will also provide up to one annual public presentation on the condition of water quality in Lake Stevens. If requested, the County will also provide comments on documents, reports, or grant proposals related to lake water quality that may be developed by the City for the management of Lake Stevens.

3.3. Alum Treatment Monitoring

When the City conducts an alum treatment, the County will coordinate the required monitoring per the Washington State Department of Ecology's 2021-2026 Aquatic Plant and Algae Management General Permit (Permit). The City will notify the County in writing of a planned alum treatment at least four (4) months prior to treatment. The County will provide the City a monitoring plan. The City will approve the monitoring plan per their Permit guidelines. Once the City approves, the County will implement the monitoring plan.

The anticipated monitoring elements in the Permit are listed below but may be refined based on further guidance from Ecology. Required analyses for water sampling include pH, Hardness (as CaCO₃), Dissolved Organic Carbon (DOC), Total Aluminum and Dissolved Aluminum. Pre- and post-treatment water sampling will be conducted during monthly monitoring except for the required monitoring the week of and two weeks post Alum treatment.

- Pre-Treatment water sampling (minimum four (4) sample events) occurs for up to six (6) months prior to treatment
- Treatment monitoring
 - Jar Test
 - Continuous pH monitoring at a minimum of fifteen (15) minute intervals
 - Daily pre- and post-treatment pH monitoring
 - Water sampling
 - Immediately before treatment
 - Immediately after treatment
 - 24 hours post-treatment
- Post-treatment water sampling (minimum six (6) sample events) occurs for one (1) year post treatment

The County will provide the City with monitoring data reports for the Permit required reporting.

3.4. Shoreline Survey

In 2022 the County will perform a shoreline condition survey of Lake Stevens. The survey will include an inventory of the shoreline condition including the presence and type of bank armoring and the condition of riparian vegetation. The County will conduct geospatial data processing and provide the City with associated GIS data, summary excel files and two maps which display the lake's shoreline hardening and riparian conditions. The data and maps shall be delivered to the City on or before April 15, 2023.

3.5. Technical Assistance

County staff will be available to respond to questions from the public and the City about the water quality conditions in Lake Stevens via email or phone. The County will also provide plant identification services as requested. The County will refer all other inquiries, including those regarding lake management actions, to the City.

4. ADDITIONAL SERVICES

4.1. Desire for Additional Services

The County and the City anticipate that, during the Term of this Agreement, the City may desire for the County to provide additional water quality monitoring or related services (the “Additional Services”) to the City, and the County may be willing to provide some or all of such Additional Services. By way of example, and not by way of limitation, the parties anticipate Additional Services could involve any one or more of the following: (i) sampling one or more water quality monitoring sites for additional or different water quality parameters at Lake Stevens and/or its tributaries; (ii) sampling in response to algae bloom; (iii) aquatic vegetation surveys; or (iv) commencement of other activities as requested or as mutually agreed that enhance the City’s lake management program.

4.2. Request for Additional Services

Subject to the total cost limitation described in Section 5.4 below, at any time and from time to time during the Term of this Agreement, the City may request that the County perform one or more Additional Services. The City may request that such Additional Services be performed a specific number of times, or on an ongoing basis, for a single calendar year, or for multiple calendar years. The County may, but need not, agree to perform some or all of the requested Additional Services under terms and conditions acceptable to both parties. Any agreement to add Additional Services must be memorialized in writing and signed by the City Manager and the County’s Director (as those terms are defined in Section 4.3 below).

4.3. Authority to Request and Approve Additional Services

Subject to the total cost limitation described in Section 5.4 below, the City Manager shall have the authority to request, authorize and memorialize Additional Services on behalf of the City without the need to obtain additional approvals from the City Council or the Mayor. Subject to the total cost limitation described in Section 5.4 below, the Director of the County’s Department of Conservation and Natural Resources (the “County’s Director”) shall have the authority to agree to perform and memorialize Additional Services on behalf of the County without the need to obtain additional approvals from the County Council or County Executive.

5. COMPENSATION

5.1. Cost of Lake Monitoring Services in 2022

The County estimates the cost for Lake Monitoring Services in 2022 will be \$27,229 in 2022. These costs assume an alum treatment will occur in 2022 and that monthly monitoring will begin in April. The City will be notified of estimated costs for subsequent years as noted in Section 5.3 below.

5.2. Calculating the Cost of Services

Unless specifically otherwise provided herein, the County shall be compensated for all Lake Monitoring and Additional Services on a time and materials basis. The County’s time shall be calculated based on the base hourly rate of each of the individual County Personnel (as that term is defined in Section 6 below) performing the Services. The actual reasonable cost of benefits shall be added to the base hourly rate of all County Personnel. The time billed to the City shall consist only of personnel time that is actually spent and is reasonably required to perform the Services. The City shall

reimburse the County for all reasonable costs actually incurred by the County in connection with performing the Services, including, but not limited to, laboratory fees. The City shall reimburse the County for the reasonable costs of materials and/or equipment the County uses in connection with performing any one or more of the Lake Monitoring and Additional Services under this Agreement.

5.3. Cost of Services in Following Years

Beginning in 2022, on or before October 1st of each year, the County shall provide the City with a written estimate for the total cost of performing the Services for the following calendar year. The City must provide written acceptance of the cost estimate to the County on or before November 1st of the year that the County's cost estimate is provided. This Agreement shall terminate on December 31st of the year that the County's cost estimate is provided to the City if either: (1) the City does not provide written acceptance of the County's cost estimate as required in this section; or (2) the City rejects the County's cost estimate.

5.4. Total Services Not to Exceed \$175,000 Maximum Cost

Notwithstanding anything to the contrary contained elsewhere in this Agreement, the total cumulative cost of all Services performed by the County under this Agreement shall not exceed One Hundred Seventy-Five Thousand Dollars (\$175,000.00) (the "Maximum Cost"). Accordingly, if any proposal to add one or more Additional Services to this Agreement would cause the total cost of Services to exceed the Maximum Cost, the City shall not submit a request for such Additional Services to the County. Should the County receive a request for Additional Services that would cause the total cost of all Services to exceed the Maximum Cost, the County shall reject said request.

5.5. Invoicing and Payment

The County shall submit invoices for actual costs incurred to the City quarterly. The quarterly invoice shall describe in reasonable detail the amount spent on each task in that quarter. The direct costs of any materials and/or equipment used by the county in performing the work shall be itemized on the invoice. The City shall pay each quarterly invoice within (30) days of receipt. Invoices shall be sent to the following address:

City of Lake Stevens
Attn: Accounting
1812 Main Street
P.O. Box 257
Lake Stevens, WA 98258

Email: invoices@lakestevenswa.gov

6. INDEPENDENT CONTRACTOR

All work performed by the County pursuant to this Agreement shall be performed by the County as an independent contractor and not as an agent or employee of the City. The County shall furnish, employ, and have exclusive control of all persons (including, but not limited to volunteers) to be engaged in performing the County's obligations under this Agreement (collectively, the "County Personnel") and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. The County Personnel shall for all purposes be solely the employees, agents or volunteers of the County and shall not be deemed to be employees or agents of the City for any purpose whatsoever. With respect to the County Personnel, the County shall be solely

responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, such as employment, Social Security, and other payroll taxes including applicable contributions from the County Personnel when required by law.

7. TERMINATION FOR CONVENIENCE

This Agreement may be terminated by either party for any reason or for no reason, by giving thirty (30) days advance written notice of termination to the other party. Any termination notice delivered pursuant to this Section 7 shall specify the date on which the Agreement will terminate. If this Agreement is terminated pursuant to this Section 7, the County shall continue performing Services through the date of termination. The City shall compensate the County for all Services performed by the County through the date of termination. The City's obligation to make such final payment to the County shall survive the termination of this Agreement.

8. COMPLIANCE WITH LAWS

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

9. INDEMNIFICATION

Each party to this Agreement shall indemnify, defend and hold the other party and its agents, employees, contractors, and authorized volunteers harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the Term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party; or (ii) any breach or Default (as such term is defined in Section 10 below) of the indemnifying party under this Agreement. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. DEFAULT AND REMEDIES

If either party to this Agreement fails to perform any act or obligation required to be performed by it hereunder, the party to whom such performance was due shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure, the party to whom the performance was due shall have the right to exercise any or all rights and remedies available to it at law or in equity.

11. PUBLIC DISCLOSURE LAWS

The City and the County each acknowledges, agrees and understands that the other party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and

the County's performance of Services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law. Neither the City nor the County anticipates that the performance of either party's obligations under this Agreement will involve any confidential or proprietary information.

12. NOTICES

Each notice, demand, request, consent, approval, disapproval, designation or other communication that is permitted or required to be given by one party to the other party under this Agreement shall be in writing and shall be given or made or communicated by: (i) United States registered or certified mail, postage prepaid, return receipt requested; (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or DHL) that provides receipts to indicate delivery; (iii) by personal delivery; or (iv) by facsimile (with proof of successful transmission); (v) or by email (with a request for and receipt of proof of successful transmission). All such communications shall be addressed to the appropriate Administrator of this Agreement (or their designee) as follows:

To the City of Lake Stevens:

ATTN: Shannon Farrant, Public Works
Department
1812 Main Street
P.O. Box 257
Lake Stevens, WA 98258

Telephone: 425-622-9442
Email: sfarrant@lakestevenswa.gov

To the County:

ATTN: Surface Water Management
Director
Snohomish County
Conservation & Natural Resources
3000 Rockefeller Avenue M/S 303
Everett, Washington 98201

Telephone: (425) 388-6454
Email: gregg.farris@snoco.org

All notices shall be deemed given on the day each such notice is personally delivered, transmitted by facsimile or email (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

13. MISCELLANEOUS

13.1. Entire Agreement

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

13.2. Interpretation

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that

AGREEMENT FOR LAKE MANAGEMENT AND
WATER QUALITY SERVICES BETWEEN THE CITY
OF LAKE STEVENS AND SNOHOMISH COUNTY

pg. 7

wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

13.3. Severability

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

13.4. No Waiver

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

13.5. Assignment

This Agreement shall not be assigned, either in whole or in part, by either of the parties hereto. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

13.6. Warranty of Authority

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

13.7. No Joint Venture

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

13.8. No Third Party Beneficiaries

This Agreement is made and entered into for the sole benefit of the City and the County. No third party shall be deemed to have any rights under this Agreement; there are no third party beneficiaries to this Agreement.

13.9. Execution in Counterparts

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

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

SNOHOMISH COUNTY:

Snohomish County, a political subdivision of the State of Washington

Name: **Lacey Harper**
Title: County Executive

Digitally signed by Lacey Harper
Date: 2022.06.26 14:18:57 -07'00'

Approved as to Form:

Kraft-Klehm, Jessica
Deputy Prosecuting Attorney

Digitally signed by Kraft-Klehm, Jessica
Date: 2022.04.05 10:36:02 -07'00'

CITY OF LAKE STEVENS:

City of Lake Stevens, a Washington municipal corporation

Name: **Brett Gailey**
Title: Mayor

Digitally signed by Brett Gailey
Date: 2022.04.29 10:06:05 -07'00'

Approved as to Form:

Greg A Rubstello
City Attorney

Digitally signed by Greg A Rubstello
Date: 2022.05.03 10:50:46 -07'00'

COUNCIL USE ONLY

Approved 6/22/2022
ECA# 2022-0534
MOT/ORD Motion 22-225

CITY COUNCIL STAFF REPORT



Agenda Date: 12/12/2023

Subject: Interlocal Agreement Amendment for 2024 Stormwater Education and Outreach with Snohomish Conservation District

Contact Person/Department: Shannon Farrant, Public Works

Budget Impact: \$22,900

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Motion to authorize the Mayor to issue an Addendum to the existing Interlocal Agreement (ILA) with the Snohomish Conservation District (SCD), as described in the attached Appendix 24-01, for the dollar amount not to exceed \$22,900 for services in 2024, to provide continued support for surface water public outreach and outreach in accordance with the NPDES permit.

SUMMARY/BACKGROUND:

The City renewed an ILA with the Snohomish Conservation District (SCD) in 2022 which continued the 10-year partnership with SCD to support the development of the Surface Water Program to meet the requirements of the National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit.

Part of the 2022 City Council decision was for the Surface Water Program to annually review staff and resource capacity for conducting the public outreach and involvement requirement, with the overall goal of developing and implementing a public outreach, engagement, and education program in-house. This workload has been evaluated in consideration of staff capacity, department goals and priorities, and city priorities scheduled for 2024. We determined it is in the City's best interest to partner with SCD to implement the education and public participation portion of the Surface Water Program in 2024. As part of the 2024 scope of work, the City will work with SCD to transition the program to the City. The Surface Water Program was fully staffed in November 2023 and will work in 2024 to develop an education and outreach program

transition plan. The goal is for the City to lead the education and outreach program with a decreased level of support from SCD. The transition of the education and outreach program to City-lead will be prioritized in accordance with the Public Works Department's three-year strategic plan that outlines current and future programs and projects.

The proposed scope of services focuses on increased technical assistance to the community for the management of private stormwater detention facilities, education and community participation activities throughout the year, and engagement with youth through the Lake Stevens School District. The partnership with SCD has proven valuable over the years.

The work provided by SCD is funded through the City's Capacity Grant Award. This is a non-competitive grant awarded by the Department of Ecology to municipalities to implement NPDES program requirements.

APPLICABLE CITY POLICIES:

Interlocal Agreement with Snohomish Conservation District, NPDES Municipal Stormwater Permit

ATTACHMENTS:

1. 2022-2026_SCD_ILA executed
2. APPENDIX_24-01

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF LAKE STEVENS
AND
SNOHOMISH CONSERVATION DISTRICT
FOR JOINT OR COOPERATIVE SERVICES**

Execution Date through December 31, 2026

This Interlocal Agreement (hereinafter "Agreement") is entered into by and between the City of Lake Stevens (hereinafter "City"), a political subdivision of the State of Washington, and the Snohomish Conservation District (hereinafter "District"), a Washington municipal corporation established pursuant to Chapter 89.08 RCW.

WHEREAS, the District was established pursuant to Chapter 89.08 RCW to undertake a variety of activities relating to the conservation, management, and sustainability of natural resources; and

WHEREAS, the District and City are authorized pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, to enter into agreements with one another for joint or cooperative action; and

WHEREAS, the District's boundaries include all of the City; and

WHEREAS, for over 80 years the District has assisted landowners and local governments as they face resource management challenges relating to water quality and other natural resource issues; and

WHEREAS, increasing demands for resource management programs, resulting from more stringent regulations, urban development pressures, and public interest and awareness, has put a strain on both District and City financial resources; and

WHEREAS, the District has outlined long term goals and objectives in its 5-Year Plan; and

INTERLOCAL AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON,
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Execution Date through December 31, 2026
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WHEREAS, the City shares responsibility for conserving and managing the City's natural resources; and

WHEREAS, the District and City support and concur in the need to continually refine and coordinate their long and short term goals, objectives, and programs for managing and conserving the City's natural resources; and

WHEREAS, the revenue from special assessments imposed by Snohomish County (County) pursuant to RCW 89.08.400 will allow the District to work in partnership with the City to obtain grant funding and support the County and the City in addressing requirements of the National Pollutant Discharge Elimination System (NPDES), Endangered Species Act (ESA) listing of salmon species, and other natural resource protection requirements and needs;

NOW, THEREFORE, the District and City mutually agree as follows:

I. PURPOSE

A. The recitals set forth above are incorporated herein by this reference.

B. The purpose of this Agreement is to establish and define the terms and conditions for the cooperative efforts to be undertaken by the City and the District to promote, facilitate, and undertake certain conservation programs and activities.

C. This Agreement shall be implemented through an annual scope of work as provided in Articles IV and V.

II. DURATION OF AGREEMENT

A. This Agreement shall commence on the date of execution of this agreement and terminate December 31, 2026, unless otherwise modified or terminated in accordance with the terms of this Agreement.

The Parties hereby agree to and ratify any work performed and payments made between the Date of this agreement and December 31, 2026.

INTERLOCAL AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON,
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Execution Date through December 31, 2026
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B. The activities described in Appendix 2022-1 that are performed after the execution date of this agreement, shall be eligible for funding under this Agreement.

III. FUNDING

Funds for the resource management and conservation programs provided for in this Agreement shall be defined within the annual Scope of Work and Budget negotiated between the City and the District.

In the event funding is not appropriated in the City budget this Agreement may be suspended until funding becomes available, or at the option of either party, this Agreement may be terminated as provided in Section VIII.

IV. RESPONSIBILITIES OF THE DISTRICT

A. Scope of Work

This Agreement shall be implemented through an annual Scope of Work. The City and District shall negotiate a scope of work and budget for each year of this Agreement, which scope of work and budget will coordinate and describe the conservation programs and activities to be undertaken using funds from the City and District. The first scope of work and budget is set out in Appendix 2022-1, attached hereto and incorporated herein by this reference, which shall take effect on the date of execution of this agreement. Subsequent annual scope of work and budget will be attached to this Agreement labeled as the subsequent years, for example Appendix 2023-1.

B. Future Scope of Work

On or before December 31 of each year, the District will submit to the City, a proposed annual scope of work and budget that describes the District's conservation programs and activities proposed for the following year. The scope of work will be coordinated with City conservation programs and activities. The District shall actively involve constituents and partners in the development of proposed scope of work.

C. Program Reporting

INTERLOCAL AGREEMENT BETWEEN
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With each quarterly invoice, the District shall prepare and submit to the City, a quarterly report which shall summarize the work performed and expenditures incurred during the preceding months for funding provided by the City and evaluate the performance and results of the work performed. The reports shall also include, but not be limited to, the following:

1. A description of work performed during the period and progress made to date.
2. A description of any adverse conditions that affected the program objectives and/or time schedules, and actions taken to resolve them.

V. RESPONSIBILITIES OF THE CITY

A. Cooperation with the District

The City shall assist the District in a timely manner in the preparation, review, modification, and implementation of the scope of work, including accommodation of sensitive District timelines and assistance in identifying and making plan modifications that are reasonably consistent with the mission and goals of the District.

B. Payment of Billing Requests

The City shall provide payment within 30 days of an approved billing request submitted by the District for work activities and expenditures identified by the agreed to scope of work and budget.

VI. ENTIRETY OF AGREEMENT

This Agreement constitutes the entire agreement between the City and the District and supersedes all proposals, oral and written, and all other communication between the parties in relation to the subject matter of this Agreement. No other agreement exists between the City and the District with regards to the instant subject matter except as expressly set forth in this instrument. Except as otherwise provided herein, no modification of this Agreement shall be effective until reduced to writing and executed by both parties.

INTERLOCAL AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON,
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VII. MAINTENANCE OF RECORDS

The District shall maintain all books, documents, receipts, invoices, and records, including payroll records, necessary to sufficiently and properly reflect the expenditures associated with this Agreement. The accounting records shall provide for a separate recording and reporting of all receipts and expenditures. Financial records pertaining to matters authorized by this Agreement are subject to inspection and audit by representatives of City or the State Auditor upon request.

VIII. TERMINATION

The City or District may terminate this agreement at any time with or without cause providing 15 days advance notification in writing. In the event of termination, the City shall pay the District a pro-rated amount for work completed to the date of termination. All work products shall be delivered to the City and shall become the property of the City.

IX. AMENDMENTS AND MODIFICATIONS OF PROGRAM EXPENDITURES

A. Changes in Approved Projects or Program Activities

The City must approve the removal, modification, or addition of work identified in the annual scope of work.

B. Delays

Spending for some projects or program activities may be delayed because of extended timeframes for obtaining supporting grant funds, holdups in the permit review/approval processes, or other unforeseen circumstances. Variations in the scope of work or budget for these reasons shall be documented between the District and the City.

X. PROPERTY

Title to property purchased by the District in carrying out the scope of work shall vest in the District.

XI. GENERAL PROVISIONS

A. Notice

Except as set forth elsewhere in this Agreement, notice for purposes of this Agreement, except service of process, shall be given by the District to the City by delivery to the Public Works Director, 1812 Main St., Lake Stevens, WA 98258. Notice to the District for purposes of this Agreement, except service of process, shall be given to the Executive Director, 528 – 91st Ave. NE. Lake Stevens, WA 98258.

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.

B. Compliance with Laws

The District and the City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations applicable to the performance of this Agreement. The District and the City agree to comply with all the provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such acts.

C. Indemnification

The District and the City agree to protect, defend and hold harmless each other, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the other party, its officials, employees and agents in performing this Agreement except for those arising out of the sole negligence of the other party.

D. Insurance

The City and the District shall each obtain, and maintain at all times, hereunder (i) a commercial general liability insurance policy with a minimum policy limit of \$1,000,000 per occurrence and \$1,000,000 combined single limit per occurrence, (ii) a minimum umbrella coverage of \$3,000,000 each occurrence and \$5,000,000 annual aggregate, and (iii) errors and omissions coverage including employment practices liability \$1,000,000 per occurrence and \$1,000,000 annual aggregate. Each party's policy shall provide that such policy shall not be terminated or reduced without thirty (30) days

INTERLOCAL AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON,
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prior notice to the other party. The City and the District will provide a certificate of insurance to the other party evidencing the aforementioned coverage. In the alternative either party to this agreement may fulfill the insurance obligations contained herein by maintaining membership in and coverage provided by a self-insurance program pursuant to Chapter 48.62 RCW. In this regard, the parties understand that the party to this agreement who is a member of such program is not able to name the other party as an “additional insured” under its coverage provided by the self-insurance program.

E. Non-assignment

The District shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written approval by the City.

F. Independent Contractor

The District will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The parties agree that the District is not entitled to any benefits or rights enjoyed by employees of the City. The District specifically has the right to direct and control the District’s own activities in implementing the scope of work in accordance with the terms of this Agreement. The City shall only have the right to ensure performance.

G. Interlocal Cooperation Act

The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. If determined by a court to be necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator, or joint board responsible for administering the Agreement, will be established by mutual agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein. No partnership or joint venture between the parties is created by this Agreement.

XII. MISCELLANEOUS

A. No obligation in this Agreement shall limit the District or the City in fulfilling its responsibilities otherwise defined by law.

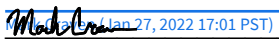
INTERLOCAL AGREEMENT BETWEEN
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B. The City shall cause this Agreement to be recorded with the Snohomish County Auditor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below.

SNOHOMISH CONSERVATION DISTRICT

Accepted and executed this 25 day of January, 2022

By: 
Mark Craven, Chair
Snohomish Conservation District

CITY OF LAKE STEVENS

Accepted and executed this 27 day of January, 2022

By: 
Brett Gailey, Mayor
City of Lake Stevens

APPROVED AS TO FORM:


Greg Rubstello, City Attorney

INTERLOCAL AGREEMENT BETWEEN
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Snohomish Conservation District

working together for better ground since 1941



Snohomish Conservation District - 528 91st Ave NE, Ste A, Lake Stevens, WA 98258-2538
www.snohomishcd.org | 425-335-5634

Appendix 2022-1 Scope of Proposed Work

Table A: Budget

<u>Task</u>	<u>Description</u>	<u>City Costs</u>
Administration	Project administration: Assist with grant reporting, billing and general project management. SCD with its base rate funding, will cover any additional time to support and document the work stated below.	\$ 1,000
Technical Assistance	Living with Beavers: Beavers play an important role in establishing and maintaining wetlands, which improves water quality by controlling the slowing the flow of water. SCD provides services for homeowners and the city with beaver issues to help keep the beaver in place while mitigating damage or undesired flooding. SCD will provide technical assistance and complete site visits using its rate based funding. The city's funding of this task will cover the implementation costs - materials (variable), permitting, and labor (WCC crew of 6 for one or two days plus program lead) - for up to 2 implementation projects. A webinar or workshop focused on how to manage beavers as a homeowner, or community, will be conducted at an agreed upon time. SCD will also utilize partner resources where available, and grant funding to subsidize this task.	\$ 6,000
Technical Assistance	Green Stormwater Infrastructure is a term used to describe nature based management practices used to capture and treat urban stormwater runoff. SCD will, per its rate, provide technical assistance and site visits to Lake Stevens residents. To support the city's NPDES permit, this task will focus on addressing private stormwater infrastructure, such detention ponds, maintenance standards. The intent of this task is to provide technical assistance, recommendations, and training to residential private stormwater facility home owners to achieve maintenance standards and ultimately improving the facility's stormwater detention ability and improving water quality. These ponds can have other ecological benefits, such as habitat for birds and amphibians, therefore, this technical assistance program can help achieve a balance between stormwater management and other ecological benefits. SCD will provide stormwater education - a webinar about detention ponds (2-3 staff, 2 hours each), or onsite workshop 2-3 staff, 3 hours each), and other printed materials and outreach (10 hours of design time and support) to bring awareness to residential detention ponds. Most assistance for this task will be completed by our district engineer.	\$ 4,300

Technical Assistance	Lawns to Lettuce is a program created to create stewardship opportunities that encourages community engagement in addressing ways to reduce pollution stormwater runoff from lawns. Converting backyard lawns to vegetable gardens increases the diversity of the landscape which has a positive impact on water quality by decreasing runoff, reducing lawn fertilizers, and decreasing over watering.	\$ 2,000
	SCD, with its base funding, will do site visits and provide technical assistance to Lake Stevens Residents regarding growing food sustainably, and continue its monthly educational Lawns to Lettuce newsletter. With city funding, SCD will deliver and install raised beds and compost to up to 10 residents (20 hours, plus material costs). Our priority list of recipients will be provided in coordination with Hungry Hearts, a food security nonprofit based in Lake Stevens. A webinar or onsite workshop will be held to educate residents about site suitability, plant options, and timing (2 hours). We may also host a booth at the farmers market to distribute educational materials to residents about how they can reduce their lawns and grow their own food (4 hours). SCD will also utilize partner resources where available, and grant funding to subsidize this task.	
Community Outreach and Behavior Change	The 'I Love Lake' Campaign began as a partnership between SCD and the City of Lake Stevens to improve the water quality of Lake Stevens. This task is intended to build general awareness about methods to address and reduce impacts from stormwater runoff on urban landscapes. The goal of this program is to promote behavior change centered around yard care and impacts of certain practices to water quality. This program also yields an opportunity that encourages community engagement in addressing the impacts from stormwater runoff. Activities tied to the I Love Lake Campaign include the following tasks:	
	Through its rate funding, SCD will continue to provide water quality, native plant, and stormwater education to Lake Stevens residents. Through the city funding, SCD will coordinate the city's lake-friendly gardening awards known as the Cascade Award, established in 2018. This includes the coordination, promotion, and execution of the State of the Lake event. This celebration educates participants about ways to be lake-friendly, and includes the presentation of the Cascade Award. This award recognizes residents who meet lake-friendly criteria in three categories - lakefront, forested land, and suburb. This celebration may be tied into a Lake Stevens community event like Harvest Fest to engage a larger audience. Outreach for the various natural yard care practices, lawns to lettuce, and use of native plants will be shared. SCD will create 2022 nomination forms, and promote the award through its newsletter, website, I Love Lake Facebook page, and local news to secure enough nominations for each category to keep it competitive (7-10 hours). SCD and Lake Stevens staff will jointly complete site visits to nominee homes (6 hours). SCD will take photos of good examples to encourage more participation, and prepare a story to share through similar media venues as noted above (2-5 hours). Participants and winners will be recognized through similar media. We will also design and produce the winners' certificates (4-5 hours), and order the Cascade Award winners' signs (approximately \$300).	

Community Outreach	SCD maintains its own website that is full of educational resources about natural yard care, backyard habitat, stormwater mitigation, and other conservation-minded practices. We will continue to create and modify those resources with rate funding. To support Lake Stevens, we will use city funds to maintain the ILoveLake.org page on the SCD website, as well as publish a natural yard care tip four times a month to the I Love Lake Facebook page, and ensure that ILoveLake.org includes accurate and engaging content, and provides details about programs available to Lake Stevens residents. (25-40 hours)	\$ 9,500
Community Outreach and Behavior Change	Near Shore / Lakeside Property Outreach - Residents living on the lake edge have a direct impact on lake health, and can utilize practices like natural yard care, reducing fertilizer use, planting native plants, and installing rain barrels to keep contaminants from reaching the lake. SCD, with its rate funding, will continue to provide technical assistance and complete site visits within Lake Stevens. With city funding, SCD will reinstitute a Landscaping Cost Share Program to encourage residents to increase vegetation at the lake's edge. Up to a total of \$2500 will be distributed to residents who install native plant buffers. The maximum individual allowance will be \$250. This is a receipt based reimbursement program. SCD will create (5-10 hours of staff time to design and send to printer) and mail postcards (approximately \$.50 per household) to all lakeside residents (addresses provided by city staff) to bring awareness to the program and to provide opportunity to all. The postcard will also include a brief survey to help gauge awareness of stormwater issues, and tips for mitigating its impacts.	
Community Outreach and Participation	SCD will co-host, with Lake Stevens staff, a family-oriented painting event during the summer months. Participants will preorder their barrels (for \$55 plus tax) from SCD, and then the district will prepare a maximum number of 12 rain barrels - fully built, sanded, and primed - for family or friend groups to paint on site at North Shore Park. All painting supplies will be provided by SCD's rate funding. Education about how to install rain barrels, and how they can help slow water, and filter stormwater, will be presented to attendees. Staffing for this event is based on 3 hours of prep with multiple team members, 2 hours of active painting and educating, and 1 hour of cleanup. The cost of the barrel building will be borne by the participants of the event. Promotion of the event and planning will add another 5-10 hours. At the event, we will bring and display free resources for participants to take home using our rate funding.	
	Stormwater focused education for youth: Examples include classroom lessons (in-person, virtual, or asynchronous), high school education and	

Youth Education	mentoring for Envirothon, field trips and outdoor environmental education, conservation centered art contest, service learning projects, hands-on science kit distribution, etc. See addendum for price list by activity. As schools, and COVID-19 protocols allow, we will aim to achieve 50% of this task through grouped classrooms lessons since they are the most effective way to impact the understanding and action driven outcomes for youth. SCD will continue to use its base rate funding to improve and create new lessons to engage students with Next Generation Science Standards (NGSS).	\$ 2,000
Travel	Mileage is built into the above tasks as required, and will be charged at the IRS rate for 2022 per mile.	
25% Overhead is calculated within the staff time of each task		\$ 24,800

Table B: Youth Education Task Breakdown

Classroom Lessons (Package of 4 Stormwater Lessons by Grade)	Prep/Communications	\$ 100.00
	4 lessons delivered	\$ 500.00
	Feedback/Billing	\$ 100.00
Classroom Lesson (Individual Lesson)		\$ 175.00
Hands-On Science Kit (Per Student)		\$ 3.00
Virtual Lesson	Utilizing SCD's Zoom or School Provided Technology Platform	\$ 175.00
Asynchronous Lessons	Salmon - value of two lessons	\$ 350.00
	MacroMayhem - value of one lesson	\$ 175.00
Mentoring	For Envirothon (High School Age Focus), Conservation Centered Art Contest (PreK-12 Age Focus)	\$50 per hour

Service Learning Project	Coordination, Lessons, Mentoring, Partner Meetings	\$50 per hour
	Supplies	variable
Field Trip	Maximum of 25 students per educator; bp 10 per) includes 10 hours for the lead instructor, 5-6 hours for other educators, and 3-5 for third educator	\$ 500.00
	Actual lesson time is 1.5 hours	

ILA_Snohomish CD_LakeStevens_2022-2026

Final Audit Report

2022-01-28

Created:	2022-01-28
By:	Kelly Chelin (kchelin@lakestevenswa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAU0vwynMuTKA-S4RUG7Pks7rSt2YPQSoP

"ILA_Snohomish CD_LakeStevens_2022-2026" History

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2022-01-28 - 3:10:01 PM GMT



**Appendix 2024 -1
City of Lake Stevens
2024 Scope of Work**

Task		City of Lake Stevens Cost
Administration	Includes meetings with the city, grant reporting, billing, and project management. SCD, with its base rate funding, will cover any additional time to support and document the work stated below.	\$2,000
Technical Assistance and Implementation - Green Stormwater Infrastructure	Green Stormwater Infrastructure Green Stormwater Infrastructure is a term used to describe nature -based management practices used to capture and treat urban stormwater runoff. To support the city's NPDES permit, this task will focus on addressing private stormwater infrastructure, such as bioswales, detention ponds, detention vaults, and maintenance standards. The intent of this task is to provide technical assistance, recommendations , education, and training to homeowners to achieve maintenance standards and improve the city's stormwater detention ability and water quality. This stormwater infrastructure can have other ecological benefits, such as habitat for birds and amphibians. This technical assistance program can help achieve a balance between stormwater management and other ecological benefits. City of Lake Stevens will provide recommendations of bioswale, detention pond, and detention vault locations that require maintenance. SCD will follow city-provided leads to contact private land owners for engagement. SCD will provide homeowners assistance which may include site -specific advice and maintenance plans, on -the ground maintenance and repair work, and other types of technical assistance. Additional resources will be provided by SCD's Education and Outreach Team to provide guidance on homeowner responsibility vs. contractor	\$9,500

	responsibility. Rain Garden Workshop Consultation SCD staff will provide consultation support and outreach assistance for a City of Lake Stevens -led rain garden workshop as part of the I Love Lake campaign event activities to encourage Lake Stevens residents to implement a rain garden and/or other stormwater infrastructure at their home. To measure behavior change, SCD will help the city survey participants' stormwater knowledge before and after this workshop. Rain Barrel Workshop Support SCD will provide support for a City of Lake Stevens -led rain barrel workshop as part of the I Love Lake campaign event activities where Lake Stevens residents can build and/or paint a rain barrel to take home and install on their property. Participants will purchase rain barrel kits and/or rain barrels directly from SCD for this event. To measure behavior change, SCD will help the city survey participants' stormwater knowledge before and after this workshop.	
Community Outreach and Behavior Change - I Love Lake Campaign	The 'I Love Lake' Campaign began as a partnership between SCD and the City of Lake Stevens to improve the water quality of Lake Stevens. This task is intended to build awareness about methods to address and reduce impacts from stormwater runoff on urban landscapes. The goal of this program is to promote behavior change regarding stormwater issues and highlight the impacts of certain practices to water quality. This program also yields an opportunity to encourage community engagement in addressing stormwater runoff impacts. More details about the I Love Lake campaign can be found at www.ilovelake.org. SCD will coordinate, promote, and execute the following I Love Lake events. <u>These events will be hosted at a farmers markets, Aquafest, or another existing city event s</u> and will encourage residents to take pride in the I Love Lake community.	\$8,400

	1. Water Quality Monitoring. SCD staff will facilitate a water quality monitoring station. Residents will learn how to test water quality using a sample from the lake. They will also learn about direct action they can take to improve stormwater runoff quality on their properties. 2. I Love Lake educational booth. SCD will host an educational booth with I Love Lake materials and information on green stormwater infrastructure with the intent of recruiting residents for technical assistance and implementation services. 3. Cascade Award. This gardening award was established in 2018 and recognizes residents who meet lake-friendly criteria in three categories - lakefront, forested land, and suburb. SCD will manage the promotion and nomination process for this award. The award will be given at the Rain Barrel Workshop. 4. I Love Lake Campaign Support . SCD will support the city as it takes over ownership and maintenance of lloveLake.org and any relevant social media accounts. The city will fully manage lloveLake.org by Spring 2024.	
Youth Education	Stormwater focused education for youth. Examples include classroom lessons (in-person, virtual, or asynchronous), high school education and mentoring for Envirothon, field trips and outdoor environmental education, conservation centered art contests, service learning projects, hands-on science kit distribution, etc. See addendum for price list by activity. SCD will continue to use its base rate funding to improve and create new lessons to engage students with Next Generation Science Standards (NGSS). SCD will provide opportunities for city staff to attend and participate in these education events. The pricing structure for youth education programming can be found in Table A. A list of youth education programs can be found in Table B.	\$3,000
25% overhead is calculated within the staff time of each task.		

In addition to supporting the tasks outlined above, SCD will continue to utilize its base rate funding to provide technical assistance, implementation, site visits, and community engagement and outreach to Lake Stevens residents. If unanticipated costs arise, an extension or modification of this contract to cover additional work would be sought and approved by the City of Lake Stevens, before said work is to proceed.

Total	\$22,900
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Table A
Youth Education Cost Structure

Method	Cost per unit
In-person lessons = 4.5 hours of labor (.5 hrs for marketing, 1 hr for instruction; 2 hrs for travel, set up, and clean up; 1 hr to prep) @ \$50/hr + mileage + supplies (\$25)	Actual cost: \$250 Amount billed: \$200
Remote lessons = 2 hours of labor (.5 hrs for marketing; .5 hrs for instruction; 1 hr for prep) @ \$50/hr + supplies (\$25)	Actual cost: \$125 Amount billed: \$100
Asynchronous lessons = 3 hours of labor (.5 hrs for marketing; 1 hr to prep materials; 1.5 hrs to deliver materials to teacher) @ \$50/hr + mileage + supplies (\$25)	Actual cost: \$175 Amount billed: \$150
Field trips = 7 hours of labor (.5 hrs for marketing; 1.5 hrs for instruction; 2 hrs for travel, set up, and clean up; 3 hrs to scope site and tailor curriculum to location) @ \$50/hr + mileage + supplies (\$25)	Actual cost: \$375 Amount billed: \$300
Environmental Stewardship Event = 7 hours of labor (.5 hrs for marketing; 2 hrs for instruction; 2 hours for travel, set up, and clean up; 3 hrs to scope site and prep) @ \$50/hr + mileage + supplies (\$25)	Actual cost: \$425 Amount billed: \$375
Environmental Education Tabling = 5.5 to 8.5 hours of labor (.5 hours for marketing; 2 -5 hours for implementation; 2 hours for travel, set up, and clean up; 1 hour to prep) @ \$50/hr + mileage + supplies (\$25)	Actual Cost: \$300 to \$450 Amount billed: \$250 to \$400
Youth Art Contest = 5 hours of labor (2 hrs to market the competition in your city; 2 hrs to collect and review submissions; 1 hr to notify applicants) @ \$50/hr	\$250
Washington State Envirothon team support = 10 hours of labor (2 hrs to promote Envirothon in your city; 4 hrs of instruction for a team in your city; 2 hrs to prep; 2 hrs for travel, set up, and clean up) @ \$50/hr + mileage + supplies (\$25)	Actual cost: \$525 Amount billed: \$400

These figures are an estimate of the costs of Snohomish Conservation District's youth education offerings. Actual costs and amounts billed may vary depending on the activities our Youth Education Team implements in your city.

Snohomish Conservation District chooses not to pass on the full cost of our educational offerings to reduce the financial burden on our partner cities and ensure as many students as possible participate in our programming. Please let us know which activities and methods most interest you and we'll put together a proposal that suits your budget.

Table B Youth Education Programming
(new/other programming may also be implemented)

Activity	Grades
Fish Grow On Trees lesson	Elementary
MacroMayhem! lesson	Elementary
Salmon of Puget Sound lesson	Elementary
4 Raindrops lesson	Elementary
Water Quality Monitoring with Chemical Test Kits lesson	Middle
Water Quality Monitoring with Benthic Macroinvertebrates lesson	Middle
Washington State Envirothon team support	High School
Youth Art Contest support	All grades
Environmental stewardship event	All ages
Stormwater education tabling	All ages

CITY COUNCIL STAFF REPORT



Agenda Date: 12/12/2023

Subject: Ogden Murphy Wallace Contract - Amendment 1

Contact Person/Department: Greg Rubstello, Administration

Budget Impact:

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign Ogden Murphy Wallace Contract - Amendment 1

SUMMARY/BACKGROUND:

City Attorney Greg Rubstello and OMW have proposed that the Fee Schedule attached to the Professional Services Agreement between the City and OMW be amended. The rate schedule has not been adjusted since it became effective in January 2019.

Although the agreement contained a provision allowing for the annual adjustment of the rates based upon the annual changes in the CPI, those adjustments were not made in consideration of the COVID years uncertainties and tight city budgets. The new proposed rates were arrived at in consideration of OMW's 2024 rates for Mukilteo and Monroe and reflect a compromise rate between the rates approved for those Snohomish County clients of OMW. The annual CPI adjustment remains, although modified to clarify that the June-to-June Seattle – Tacoma – Bellevue Index is to be used in determining the adjustment.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Current Agreement
2. 2024 Fee Agreement Amendment

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF LAKE STEVENS AND OGDEN MURPHY WALLACE, P.L.L.C

THIS AGREEMENT, is made this 11th day of December, 2018, by and between the City of Lake Stevens (hereinafter referred to as "City"), a Washington Municipal Corporation, and Ogden Murphy Wallace, P.L.L.C (hereinafter referred to as "Service Provider"), doing business at 901 Fifth Avenue, Suite 3500, Seattle, WA .

WHEREAS, Service Provider is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Service Provider for the provision of such services for legal representation as City Attorney, and Service Provider agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

a. T E R M S

1. **Description of Work.** Service Provider shall perform work as described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City.

2. **Payment.**

A. The City shall pay Service Provider for its services at the hourly rates set forth in Exhibit B. Terms of expense reimbursement are set forth in Exhibit B. Modification of the terms of payment and/or expense reimbursement may be made from time to time by mutual written agreement.

B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for reimbursable expenses.

C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

3. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged

in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.

4. **Project Name.** City Attorney services.
5. **Duration of Work.** Service Provider shall complete the work described in Exhibit A as requested by the City in accordance with a performance schedule mutually agreed upon by the parties. This Agreement shall commence on January 1, 2019 and shall continue until terminated.
6. **Termination.**
 - A. Termination Upon the City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider unless a different date is mutually agreed otherwise in writing.
 - B. Termination Upon the Service Provider's Option. The Service Provider shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider unless a different date is mutually agreed otherwise in writing.
 - C. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The Mayor shall make the final determination about what services have been satisfactorily performed.
7. **Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
8. **Indemnification / Hold Harmless.** Service Provider shall fully protect, defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, by the Service Provider, excepting such claims or losses

resulting from the negligence or willful misconduct of the City or its officers, officials, employees or volunteers. The Service Provider's obligations under this section shall specifically include, but are not limited to, responsibility for claims, injuries, damages, losses and suits arising out of or in connection with the acts and omissions of Service Provider's employees, contractors, consultants and agents.

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 Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence.

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

The provisions of this section shall survive the expiration or termination of this Agreement.

- 9. Insurance.** The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees or subcontractors.

1. A. Minimum Scope of Insurance. Service Provider 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 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement GC 20 10 10 01 and GC 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Service Provider's profession.
- a) **B. Minimum Amounts of Insurance.** Service Provider shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial 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.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- b) **C. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:
1. The Service Provider's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.
 2. The Service Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- D. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. Verification of Coverage.** Service Provider 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 Service Provider before commencement of the work.
- F. Subcontractors.** Service Provider shall include each subcontractor as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage shall be subject to all of the same insurance requirements as stated herein for the Service Provider.

10. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
11. **City's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
12. **Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
13. **Ownership of Products and Premises Security.**
 - A. All memorandum, pleadings, work product and other documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
 - B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
14. **Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.
15. **Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
16. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
17. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in

one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

- 18. Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the Mayor, whose decision shall be the final decision of the City. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 19. Public Records Disclosure.** Service Provider shall fully cooperate with and assist the City with respect to any request for public records received by the City and related to any public records generated, produced, created and/or possessed by Service Provider and related to the services performed under this Agreement. Upon written demand by the City, the Service Provider shall furnish the City with full and complete copies of any such records within five business days.

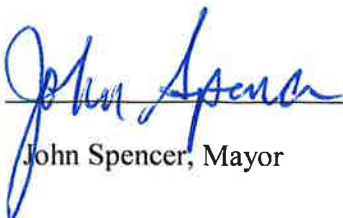
Service Provider's failure to timely provide such records upon demand shall be deemed a breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Service Provider shall fully indemnify and hold harmless the City as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

The provisions of this section shall survive the expiration or termination of this Agreement.

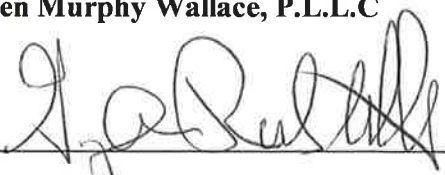
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF LAKE STEVENS

By:  _____
John Spencer, Mayor

SERVICE PROVIDER

Ogden Murphy Wallace, P.L.L.C

By:  _____
Title: Member
Taxpayer ID #: 910344327

CITY CONTACT

Gene Brazel, City Administrator

City of Lake Stevens

1812 Main Street

Lake Stevens, WA 98258

Phone: 425-377-3230

SERVICE PROVIDER CONTACT

Greg A. Rubstello, Member Attorney

Ogden Murphy Wallace, PLLC

901 Fifth Avenue, Ste. 3500

Seattle, WA. 98164-2008

Phone: 206-447-7206

ATTEST/AUTHENTICATED

By: 

Kathy Pugh, City Clerk

Exhibit A

Scope of Services

Greg A. Rubstello shall be the responsible attorney with J. Zachary Lell providing backup. Other attorneys of Service Provider's law firm may from time to time also perform legal services under this Agreement.

Services to be performed include:

SCOPE OF WORK

The City will need a full array of Municipal City Attorney services. General legal counsel for the Mayor, City Council and staff including but not limited to:

- Attending meetings with Mayor, City Administrator and staff when requested.
- Being available for phone consultations with the Mayor, Councilmembers, City Administrator and staff.
- Bringing to the attention of the Mayor, City Council, City Administrator or staff matters of relevance as a result of new legislation or recent court decisions.
- Maintaining a liaison with other associated special counsel.
- Attending and actively participating in management meetings as needed.
- Attendance at all regular City Council meetings. The City Council regularly meets the second and fourth Tuesday evening of each month.
- Availability for special sessions of the City Council.
- Attendance at agenda setting meetings held the first and third Tuesday of each month at 9:00 am. This can be by phone or other telecommunication application software such as Skype.
- Participate in a phone conference with City Administrator the second and fourth Tuesday of each month to talk through that night's agenda of the regularly scheduled City Council meeting.
- Review and original preparation of ordinance, resolutions and contracts when requested.
- Litigation services – representing the City either as a plaintiff or defendant. Representing the City before Administrative proceedings before other governmental units or agencies.

- Services related to the formation of Local Improvement Districts and the collection of assessments.
- Contract law including such subjects as personal services, equipment and real estate leases and purchases.
- Eminent Domain
- Right of Way acquisition
- Utilities

Areas of particular need are real estate and land use law, public records act compliance, zoning and development regulations, platting, Growth Management Act compliance, annexations and Shoreline Management Act compliance.

Exhibit B

Fee Schedule

A. Rate Schedule.

General legal services

<u>Billing Category</u>	<u>Rate</u>
Member	\$275/hour
Associates	\$210/hour

Project/site-specific land use/real estate legal services, including administrative/judicial appeals

<u>Billing Category</u>	<u>Rate</u>
Member	\$345/hour
Associates	\$245/hour

Paralegal services for all matters will be billed at \$125/hour.

The rates above will include travel time for City-related business and will be adjusted annually effective January 1st by the highest Seattle-Tacoma-Bremerton CPI. Multi-jurisdiction consortium-based legal services and franchise-related work will be negotiated on a project-specific basis.

- B. Miscellaneous Expenses.** The City will not be charged for normal clerical or secretarial work, the expense of which has been calculated into OMW's hourly rates for attorneys. Reimbursement will be made by the City for expenditures related to court costs and fees, copying, postage, computer-aided research when conducted on behalf of the City, and mileage (excepting regularly scheduled meetings at Lake Stevens) and parking. (Travel time to and from the City is included in time billed.) Other expenses shall be reimbursed when authorized in advance by the City.

FIRST AMENDMENT TO
AGREEMENT FOR PROFESIONAL SERVICES
BETWEEN THE CITY OF LAKE STEVENS AND OGDEN MURPHY WALLACE, P.L.L.C

RECITALS:

Whereas, the Agreement for Professional Services between the City of Lake Stevens ("City") and Ogden Murphy Wallace, P.L.L.C (OMW") was made on December 11th, 2018 ("Agreement") and the initial rates in the Fee Schedule (Exhibit B to the Agreement) have not been adjusted during the past five years; and

Whereas, the City and OMW mutually agree to the adjustment of the fee schedule to more align with OMW's 2024 billing rates for similarly sized and situated cities in Snohomish County (Monroe and Mukilteo) is appropriate to account for the increased costs of doing business and the provision of legal services to the City by OMW,

Now, therefore, the City and OMW mutually agree that Exhibit B to the Agreement is hereby amended as shown below, effective January 1, 2024:

Exhibit B

Fee Schedule

A. Rate Schedule

General legal services

<u>Billing Category</u>	<u>Rate</u>
Members	\$325/hour
Associates	\$270/hour

Project/site-specific land use/real estate legal services, including administrative/judicial appeals, and litigation and other non-routine services.

<u>Billing Category</u>	<u>Rate</u>
Member	\$400/hour
Associates	\$300/hour

Law clerk and Paralegal services for all matters will be billed at \$160 per hour.

The rates above will include travel time for City-related business and will be adjusted annually effective January 1st of each year beginning January 1, 2025, by the highest BLS Seattle-Tacoma-Bellevue CPI (June to June). Multi jurisdiction consortium-based legal services and franchise-related work will be negotiated on a project-specific basis.

- B. Miscellaneous Expenses.** The City will not be charged for normal clerical or secretarial work, the expense of which has been calculated into OMW's hourly rates for attorneys. Reimbursement will be made by the City for expenditures related to court costs and fees, copying, postage, computer-aided research when conducted on behalf of the City, milage and parking. Travel time to and from the City is included in the time billed. Other expenses shall be reimbursed when authorized in advance by the City.

Other than the amendment of Schedule B., all other provisions of the Agreement remain the same and in full force and effect.

DATED THIS 12TH DAY OF DECEMBER 2023.

CITY OF LAKE STEVENS

OGDEN MURPHY WALLACE, P.L.L.C.

Brett Gailey, Mayor

Greg A. Rubstello, Member

ATTEST:

City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 12/12/2023

Subject: Feldman & Lee Contract - Amendment 4

Contact Person/Department: Gene Brazel, Administration

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to Sign the Feldman & Lee Contract - Amendment 4

SUMMARY/BACKGROUND:

The City of Lake Stevens has been under contract with Feldman & Lee since January 1, 2018 to provide Public Defense Services. Public Defenders are criminal defense attorneys appointed by the court to represent defendants unable to afford an attorney. Since 2018, Feldman & Lee have provided exceptional service in an ever-changing legal landscape. The cases have become increasingly complicated; and case loads have expanded. The existing contract expires December 31, 2023, with a contract sum of \$10,600 per month for services rendered. The contract amendment is proposed at \$14,000 per month in 2024, \$15,000 per month in 2025 and \$16,000 per month for services rendered in 2026. To address potential legal changes out of our control during the contract period, this contract may be renegotiated at the option of either party if the Washington State Supreme Court, The Washington State Bar Association, and/or Washington State Office of Public Defense significantly modifies the Standards for Indigent Defense adopted pursuant to CrRLJ 3.1.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Agreement

AMENDMENT NO. 4 TO CONTRACT FOR PUBLIC DEFENSE SERVICES

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

WHEREAS, said Contract was amended pursuant to Amendment No 3. to extend the expiration date to December 31, 2023; and

WHEREAS City and Attorney have agreed to extend the expiration date of Original Contract to December 31, 2026.

WHEREAS, Attorney has requested in increase in monthly compensation paid by the City; and

WHEREAS, Attorney has requested clause 3.2.6, below, be inserted into Original Contract

NOW, THEREFORE City and Attorney agree as follows:

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

3.2.1 Except as otherwise provided herein, City shall pay the Attorney for Services rendered under this Contract the sums below:

\$14,000 per month for services rendered in 2024.

\$15,000 per month for services rendered in 2025.

\$16,000 per month for services rendered in 2026.

3.2.6 Renegotiation Due to Change in Rule or Standard

This Contract may be renegotiated at the option of either party if the Washington State Supreme Court, The Washington State Bar Association, and/or Washington State Office of Public Defense significantly modifies the Standards for Indigent Defense adopted pursuant to CrRLJ 3.1.

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

Dated this _____ day of _____, 2023

City of Lake Stevens By:

Brett Gailey, Mayor

Feldman & Lee, P.S. By:

Patrick Feldman, Partner

Approved as to Form:

By:_____
Greg Rubstello, City Attorney

CITY COUNCIL STAFF REPORT



Agenda Date: 12/12/2023

Subject: TEFRA Public Hearing on City's Issuance of Tax-Exempt General Obligation Bonds to Finance a Historical Museum

Contact Person/Department: Barb Stevens, Finance

Budget Impact: N/A

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Accept Public Comment - *No additional action required at this time.*

SUMMARY/BACKGROUND:

On October 17th, City Council authorized the purchase of property for a city hall complex and directed staff to bring back a bond ordinance in the amount of \$10 million for the purchase and improvement of certain public buildings to include a museum to be operated by the Lake Stevens Historical Society.

Because the City intends to finance the museum buildout with bond proceeds, and the user of the facility will be a nonprofit (rather than the City), the federal tax code requires extra steps to treat these bonds similarly to the "governmental" bonds that will finance the City Hall project. One of these extra steps is to hold a public hearing, known as a TEFRA Hearing.

The TEFRA Hearing is a public inquiry required by the federal Tax Equity and Fiscal Responsibility Act of "TEFRA", Section 147(f) of the IRS Code, for non-profit borrowers that intend to issue tax-exempt debt. The hearing is held to allow members of the public to comment, contest, oppose, or support the use of tax-exempt bonds for a non-profit borrower that is providing a public benefit.

No action is needed following the public hearing as City Council will consider a bond ordinance in January 2024 to authorize the issuance of the museum portion of the

bonds at the same time as the City Hall bonds.

Although not part of the public hearing, we will provide information on the current bond market, interest rates, and a draft schedule of events for the issuance of tax-exempt general obligation bonds. The bond closing and deposit of project funds is expected by mid-March.

Capital project costs incurred prior to the receipt of bond funds may be reimbursed from bond proceeds once received. An official intent to reimburse has been declared per Resolution 2020-20 which designated the Finance Director as the official authorized to make such declarations on behalf of the City (attached for reference).

APPLICABLE CITY POLICIES:

Tax Equity and Fiscal Responsibility Act or “TEFRA”, Section 147(f) of the IRS Code.

ATTACHMENTS:

1. City of Lake Stevens Financing Presentation
2. 2020-20 Reimbursement to City from Proceeds of Bonds
3. Declaration of Official Intent to Reimburse Expense from Bonds



Limited Tax General Obligation Bonds, 2024

December 12, 2023

Dave Trageser

Managing Director

Phone: (206) 903-8699

Cell: (206) 518-0675

Email: dtrageser@dadco.com



D|A|DAVIDSON

BOND MARKET INTEREST RATE TREND

**Bond Buyer Index
20-Year General Obligation Bonds
20 Year History**



- Municipal borrowing rates reached historic lows with the onset of the pandemic and Federal Reserve Action. Inflation (supply chain and labor issues) and recent Federal Reserve action have all contributed to the 2023 interest rate pressure.
- The Bond Buyer 20 index tracks the average yields of 20 general obligation municipal bonds. The average rating of the 20 bonds that make up the index are grade Aa2 (Moody's rating) or grade AA (S&P Global rating).

Source: The Bond Buyer



LIMITED TAX GENERAL OBLIGATION BOND

SOURCES AND USES OF FUNDS

CITY OF LAKE STEVENS (G.O.)
LTGO Bonds, 2024
Aa2, NBQ, 30 yr Term

Dated Date 03/01/2024
Delivery Date 03/01/2024

Sources:

Bond Proceeds:	
Par Amount	9,430,000.00
Premium	720,054.65
	10,150,054.65

Uses:

Project Fund Deposits:	
Project Fund	10,000,000.00
Cost of Issuance:	
Other Cost of Issuance	80,000.00
Delivery Date Expenses:	
Underwriter's Discount	66,010.00
Other Uses of Funds:	
Additional Proceeds	4,044.65
	10,150,054.65

LIMITED TAX GENERAL OBLIGATION BOND

CITY OF LAKE STEVENS (G.O.)

LTGO Bonds, 2024

Aa2, NBQ, 30 yr Term

Estimated True Interest Cost of 4.62%

<i>Period Ending</i>	<i>Principal</i>	<i>Interest</i>	<i>Debt Service</i>
12/1/2024	105,000	365,671.88	470,671.88
12/1/2025	150,000	482,312.50	632,312.50
12/1/2026	155,000	474,812.50	629,812.50
12/1/2027	160,000	467,062.50	627,062.50
12/1/2028	170,000	459,062.50	629,062.50
12/1/2029	180,000	450,562.50	630,562.50
12/1/2030	190,000	441,562.50	631,562.50
12/1/2031	200,000	432,062.50	632,062.50
12/1/2032	210,000	422,062.50	632,062.50
12/1/2033	220,000	411,562.50	631,562.50
12/1/2034	230,000	400,562.50	630,562.50
12/1/2035	240,000	389,062.50	629,062.50
12/1/2036	250,000	377,062.50	627,062.50
12/1/2037	265,000	364,562.50	629,562.50
12/1/2038	280,000	351,312.50	631,312.50
12/1/2039	290,000	337,312.50	627,312.50
12/1/2040	305,000	322,087.50	627,087.50
12/1/2041	325,000	306,075.00	631,075.00
12/1/2042	340,000	289,012.50	629,012.50
12/1/2043	360,000	271,162.50	631,162.50
12/1/2044	375,000	252,262.50	627,262.50
12/1/2045	395,000	232,575.00	627,575.00
12/1/2046	420,000	211,837.50	631,837.50
12/1/2047	440,000	189,787.50	629,787.50
12/1/2048	465,000	166,687.50	631,687.50
12/1/2049	485,000	142,275.00	627,275.00
12/1/2050	515,000	116,812.50	631,812.50
12/1/2051	540,000	89,775.00	629,775.00
12/1/2052	570,000	61,425.00	631,425.00
12/1/2053	600,000	31,500.00	631,500.00
	9,430,000	9,309,884.38	18,739,884.38

HYPOTHETICAL SCHEDULE OF EVENTS

City of Lake Stevens, Washington Limited Tax General Obligation Bonds, 2024

Financing Team			
City:	City Staff	BC:	Bond/Disclosure Counsel (Stradling)
Council:	City Council	DAD:	D.A. Davidson & Co. (Underwriter)

December							January						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24/31	25	26	27	28	29	30	28	29	30	31			

February							March						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
				1	2	3						1	2
4	5	6	7	8	9	10	3	4	5	6	7	8	9
11	12	13	14	15	16	17	10	11	12	13	14	15	16
18	19	20	21	22	23	24	17	18	19	20	21	22	23
25	26	27	28	29			24/31	25	26	27	28	29	30

Date	Event	Participants
December 7	City finalizes Project Fund Deposit \$. Distribution list and financing schedule to finance team	City, DAD
December 12	City TEFRA hearing and LTGO Council update	All
December 21	First draft of Delegation Bond Ordinance	BC
December 28	Bond Counsel forwards data request for POS	BC
January 9	Delegation Bond Ordinance Approved	City, Council
January 11	City provides POS update	City
January 23	Distribute first draft POS	BC
January 30	Comments due on first draft POS	All
February 5	Distribute second draft POS	BC
February 6	Due Diligence/Continuing Disclosure Call	City, BC, DAD
February 7	Moody's rating agency conference call	City, DAD
February 13	Distribute draft legal opinion and draft purchase agreement	BC, DAD
February 14	Final comments due on all documents	All
February 21	Distribute POS to potential investors	DAD
February 27	Review market conditions; pre-pricing call	DAD, City
February 28	Pricing of the Bonds and approve purchase contract	All
March 6	Distribute final Official Statement and draft closing memorandum	DAD
March 13	Bond Closing with \$ wire transfer to City's Project Fund	City, BC, DAD

* Subject to change.



DISTRIBUTION LIST

City of Lake Stevens, Washington Limited Tax General Obligation Bond, 2024

Distribution List

Issuer:

City of Lake Stevens
1812 Main Street
PO Box 257
Lake Stevens, WA 98258

Mr. Brett Gailey
Mayor

Phone: (425) 407-3497

E-mail: bgailey@lakestevenswa.gov

Mr. Gene Brazel

City Administrator

Phone: (425) 377-3230

E-mail: gbrazel@lakestevenswa.gov

Mr. Matthew Heist

Finance Manager

Phone: (425) 622-9418

E-mail: mheist@lakestevenswa.gov

Ms. Barb Stevens

Finance Director

Phone: (425) 622-9410

E-mail: bstevens@lakestevenswa.gov

Underwriter:

D.A. Davidson & Co.
Columbia Center
701 5th Avenue, Suite 4050
Seattle, Washington 98104

Mr. Dave Trageser

Phone: (206) 903-8699

E-mail: dtrageser@dadco.com

Ms. Suzanne Eide

Phone: (206) 903-8690

Email: seide@dadco.com

Ms. Gina Pappas

Phone: (303) 764-5756

E-mail: gpappas@dadco.com

Ms. Maura Lentini

Phone: (206) 903-8687

E-mail: mlentini@dadco.com

Bond/Disclosure Counsel:

Stradling Yocca Carlson & Rauth
999 Third Avenue
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Ms. Alice Ost diek

Phone: (206) 713-4667

E-mail: aostdiek@stradlinglaw.com

Ms. Cindy Nevins

Phone: (206) 829-3005

E-mail: cnevins@stradlinglaw.com

Ms. Carol Lew

E-mail: clew@stradlinglaw.com

Rating Agency:

Moody's Investors Service
TBD

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CITY OF LAKE STEVENS, WASHINGTON
RESOLUTION NO. 2020-20

A RESOLUTION of the City of Lake Stevens, Washington, designating the Finance Director as the official authorized to make declarations of official intent on behalf of the City.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, as follows:

Section 1. Findings.

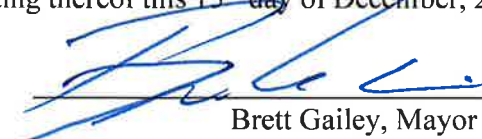
1.1. The City of Lake Stevens, Washington (the "City"), from time to time may reasonably expect to make expenditures for capital projects (or certain extraordinary working capital expenditures) from funds that are available but that are not (and are not reasonably expected to be) reserved, allocated on a long-term basis or otherwise set aside for those expenditures, and would reasonably expect to be reimbursed for those expenditures from proceeds of bonds or other obligations issued to finance those expenditures.

1.2. Certain federal regulations (the "federal reimbursement regulations") relating to the use of proceeds of tax exempt bonds or other obligations ("bonds") to reimburse the issuer of the bonds for expenditures made before the issue date of the bonds require, among other things, that not later than 60 days after payment of the original expenditure the City (or any person designated by the City to do so on its behalf) declare a reasonable official intent to reimburse those expenditures from proceeds of bonds.

Section 2. Designation of Official to Declare Official Intent. The Finance Director of the City is designated to make declarations of official intent, substantially in the form attached to this resolution as Exhibit A or in such other form as shall be prescribed by Treasury Regulation Section 1.150-2 (as it may be amended or superseded), on behalf of the City as may be necessary or appropriate from time to time for any purpose under, and in compliance with, the requirements of the federal reimbursement regulations.

Section 3. Effective Date; Ratification and Confirmation. This resolution shall be in full force and effect from and after its adoption and approval. All actions of the City or its officers prior to the date thereof and consistent with the terms of this resolution are ratified and confirmed.

The foregoing resolution was ADOPTED by the City Council of the City of Lake Stevens, Washington, at a regular open public meeting thereof this 15th day of December, 2020.


Brett Gailey, Mayor

ATTEST:


Kelly Cholin, City Clerk

EXHIBIT A

**Declaration of Official Intent to
Reimburse Expenditures from Proceeds of Bonds**

I, the undersigned _____ [insert name] _____, am the duly appointed, qualified and acting Finance Director of City of Lake Stevens, Washington (the "City"), and, as such, have been designated by the City to make declarations of official intent on behalf of the City when necessary or appropriate for any purpose under, and in compliance with, the requirements of certain federal regulations (the "federal reimbursement regulations") relating to the use of proceeds of tax exempt bonds or other obligations ("bonds") to reimburse the City for capital expenditures (and certain extraordinary working capital expenditures) made by the City before the issue date of the bonds. On behalf of the City, I make the following declaration of official intent under the federal reimbursement regulations:

1. Description of Project for Which Expenditures are to be Made. The City intends to make (and/or, not more than 60 days before the date of this declaration, has made) expenditures, and reasonably expects to reimburse itself for those expenditures from proceeds of bonds, for the following project, property, or program (the "Project"):

[Insert general functional description of the Project or, alternatively, identify the name and functional purpose of the fund or account from which the expenditures will be made:] _____

2. Maximum Principal Amount of Obligations Expected to be Issued for the Project. The City expects that the maximum principal amount of bonds that will be issued to finance the Project will be \$ _____.

3. Declaration Reasonable. I have reviewed the existing and reasonably foreseeable budgetary and financial circumstances of the City, and have determined that the City reasonably expects to reimburse itself for expenditures for the Project from proceeds of bonds because the City has no funds available that already are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the City for those expenditures on the Project.

4. Limitations on Uses of Reimbursement Amounts. The City will not, within 1 year after the expected reimbursement, use amounts corresponding to proceeds received from bonds issued in the future to reimburse the City for previously paid expenditures for the Project in any manner that results in those amounts being treated as replacement proceeds of any tax exempt bonds, i.e., as a result of being deposited in a reserve fund, pledged fund, sinking fund, or similar fund (other than a bona fide debt service fund) that is expected to be used to pay principal of or interest on tax exempt bonds. Nor will the City use those amounts in any manner that employs an abusive arbitrage device to avoid arbitrage restrictions.

5. Date of Declaration. This declaration of official intent is dated _____, 20__.

CITY OF LAKE STEVENS, WASHINGTON

By _____
Its Finance Director

Declaration of Official Intent to Reimburse Expenditures from Proceeds of Bonds

I, the undersigned Barbara Stevens, am the duly appointed, qualified and acting Finance Director of City of Lake Stevens, Washington (the “City”), and, as such, have been designated by the City to make declarations of official intent on behalf of the City when necessary or appropriate for any purpose under, and in compliance with, the requirements of certain federal regulations (the “federal reimbursement regulations”) relating to the use of proceeds of tax exempt bonds or other obligations (“bonds”) to reimburse the City for capital expenditures (and certain extraordinary working capital expenditures) made by the City before the issue date of the bonds. On behalf of the City, I make the following declaration of official intent under the federal reimbursement regulations:

1. Description of Project for Which Expenditures are to be Made. The City intends to make expenditures from General Funds, and reasonably expects to reimburse itself for those expenditures from proceeds of bonds, for the following project, property, or program (the “Projects”):

Purchase of South Lake Stevens Complex located at 10519 20th Street SE, Lake Stevens, WA 98258, Construction of Historical Museum at or adjacent to 12404 Mill Spur Road, Lake Stevens, WA 98258

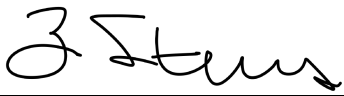
2. Maximum Principal Amount of Obligations Expected to be Issued for the Project. The City expects that the maximum principal amount of bonds that will be issued to finance the Project will be \$10,000,000.

3. Declaration Reasonable. I have reviewed the existing and reasonably foreseeable budgetary and financial circumstances of the City, and have determined that the City reasonably expects to reimburse itself for expenditures for the Project from proceeds of bonds because the City has no funds available that already are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the City for those expenditures on the Project.

4. Limitations on Uses of Reimbursement Amounts. The City will not, within 1 year after the expected reimbursement, use amounts corresponding to proceeds received from bonds issued in the future to reimburse the City for previously paid expenditures for the Project in any manner that results in those amounts being treated as replacement proceeds of any tax exempt bonds, i.e., as a result of being deposited in a reserve fund, pledged fund, sinking fund, or similar fund (other than a bona fide debt service fund) that is expected to be used to pay principal of or interest on tax exempt bonds. Nor will the City use those amounts in any manner that employs an abusive arbitrage device to avoid arbitrage restrictions.

5. Date of Declaration. This declaration of official intent is dated December 6, 2023.

CITY OF LAKE STEVENS, WASHINGTON

By 
Barbara Stevens
Finance Director