

CITY COUNCIL MEETING AGENDA



City of Lake Stevens Vision Statement

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

April 26, 2022 - 6:00 PM

HYBRID MEETING - TWO WAYS TO PARTICIPATE:

Join Zoom Meeting: <https://us02web.zoom.us/j/85389139818>

or call in at (253) 215-8782 Meeting ID: 853 8913 9818

Or in Person at The Mill, Sawyers Room, 1808 Main Street, Lake Stevens

1. **Call to Order** Mayor
2. **Pledge of Allegiance** Mayor
3. **Roll Call** City Clerk
4. **Approval of Agenda** Council President
5. **Guest Business**
 - A. Historical Society: Museum Presentation Cyndi Fraser
 - B. Community Transit Presentation Jamyang Dorjee
 - C. Introduction of New Employees: Russ Wright, Carol Manus
Nico Faz, Assistant Planner
Angel Barron, Building Inspector
Caleb Glaser, Building Inspector
6. **Citizen Comments**
7. **Council Business** Council President
8. **Mayor's Business**
9. **City Department Report**
10. **Consent Agenda**
 - A. 2022 Vouchers Barb Stevens
 - B. MOU to Reclassify Police Support Officer Position Jeffrey Beazizo, Anya Warrington
 - C. Ordinance 1138 - 2022 Budget Amendment #1 Barb Stevens

- D. Ordinance 1136 - Amendment to LSMC 14.80.010 re: 2018 IRC Sprinklers Carol Manus

11. Action Items

- A. Resolution 2022-06 Frontier Heights Phase 2 Russ Wright
- B. Revised Scope of Work for Lake Outlet Channel Projects Contract Shannon Farrant
- C. Interlocal Services Agreement with Snohomish County for Lake Monitoring Shannon Farrant
- D. Agreement with NWFF Inc. for Health & Safety Training Aaron Halverson, Maximilian Roth

12. Adjourn

THE PUBLIC IS INVITED TO ATTEND

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

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

Surrounding Museums Hours of Operation

Location	current hours of operation	prior to Covid, if different	base hours per year prior to Covid, not including hours by appointment and special events
Blackman's Museum, Snohomish	Sat, Sun 1-4pm	same	312
Edmonds Museum (facility has paid staff)	Thursday through Sunday 1 to 4pm	Wednesday through Sunday 1-4pm	780 paid staff
Everett Museum	none	none	0
Granite Falls Museum	Sun Noon-5pm & by app	same	260
Lake Stevens Historical Museum	Thurs 1-4pm & by app, in temporary storage in Firehouse	Thurs, Fri, Sat 1-4pm & by app, special events	468+
Marysville Museum	Tues, Thurs, Sun 1-4pm	Tues, Thurs Noon-4pm & Sun 1-4pm	468
Monroe Museum	Sat, Wed Noon-3pm	Mon, Wed, Sat Noon- 3pm	468
Mukilteo Lighthouse	April through November - two days a month, three hours each & by app	Sat, Sun Noon-5pm, April to Sept	260
Skagit Valley Historical Museum (facility has paid staff)	Thurs through Sun 11am-4pm	same	1560 paid staff
Stanwood Museum (Pearson House)	Wed 1-4pm, Sat 10am-1pm	same	416
Stilliguamish Valley Museum (Arlington)	Sun, Wed, Sat 1-4pm	same	468

PROPOSED HOURS FOR NEW MUSEUM

Proposal for new museum	Proposed hours	Prior hours	Proposed total
Lake Stevens	Fri, Sat, Sun Noon to 4pm Thurs 3pm-7 pm Family History Night & by appointment.	Thursday, Friday and Saturday 1 to 4pm, by appointment, school tours, Library summer reading program, Aquafest, Winterfest, Market days, etc.	1040 hours plus all hours by appointment and extra hours in support of community activities
	Grimm House special events	12 months x 3 hours	36 hours minimum
Extra opening hours in support of community activities			
Aquafest	Thursday through Sunday, 10am to 4pm		9 additional hours
Winterfest	4 hours ?		4 hours
Market Days	13 Wed , 3:00-7:00		52 hours
Student field trips	as scheduled, typically 8 hours		8 hours
Library Summer reading program		TOTAL HOURS	109 hrs +1040= 1,149 hrs

Note: Almost triple neighboring museum hours.
More hours than one museum with paid staff.

A person wearing a helmet and a backpack is riding a bicycle on a transit platform. To the left is a blue and green train with open doors. To the right is a blue transit shelter with a person in a red jacket standing nearby. The background shows a clear sky and some distant structures.

Lake Stevens City Council
April 26, 2022

Community Transit Update

Ric Ilgenfritz, CEO

Roland Behee, Director of Planning and Development

Agency Priorities

- Focus on ridership and safety
- Regional integration, Orange Line development
- Service innovation
- Zero emissions fleet study
- Long range plan
- 2024 network planning



2024 Opportunity

Link Light Rail Arrives

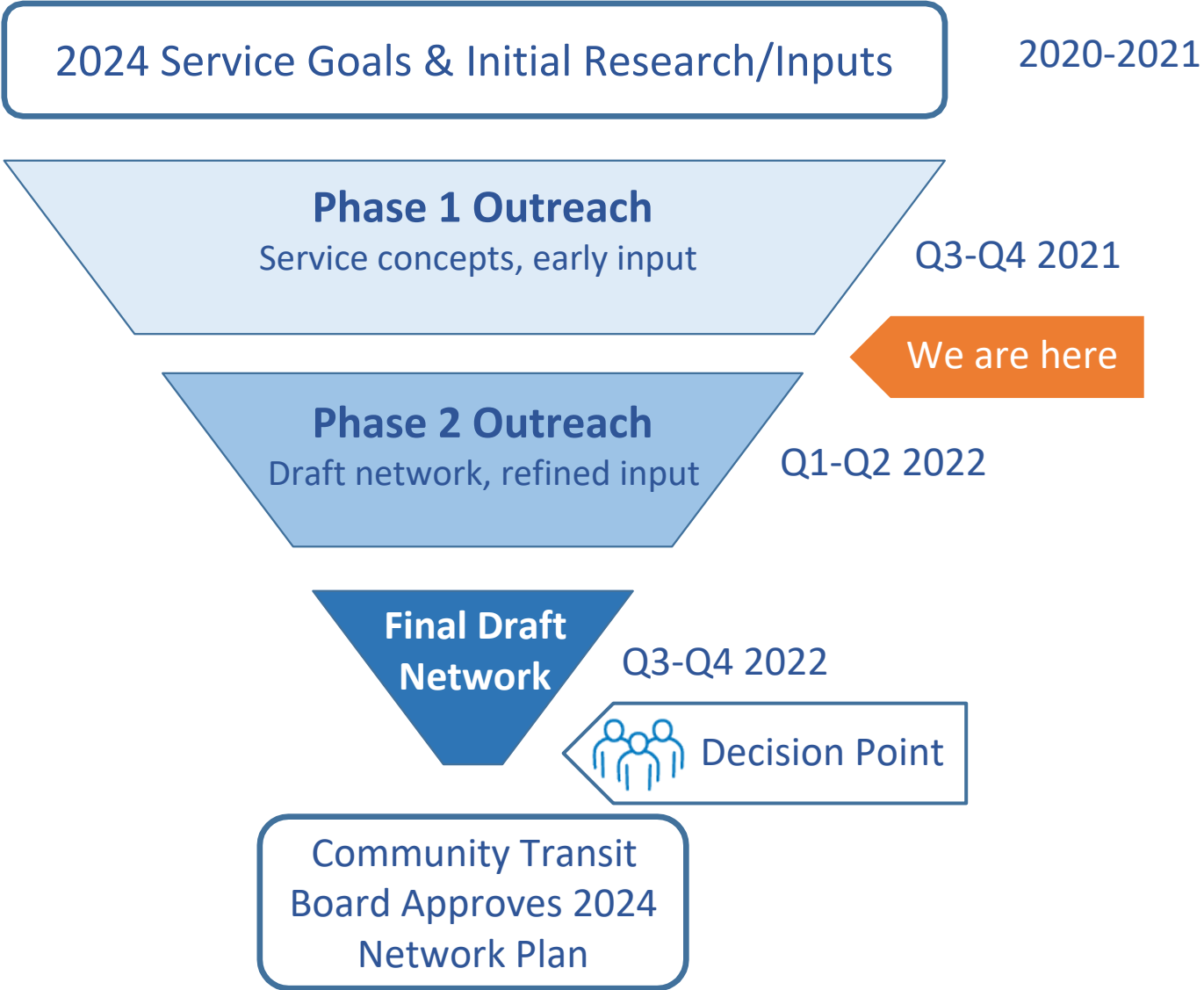
Allows Community Transit to
redesign transit in Snohomish County

Unprecedented mobility
opportunities

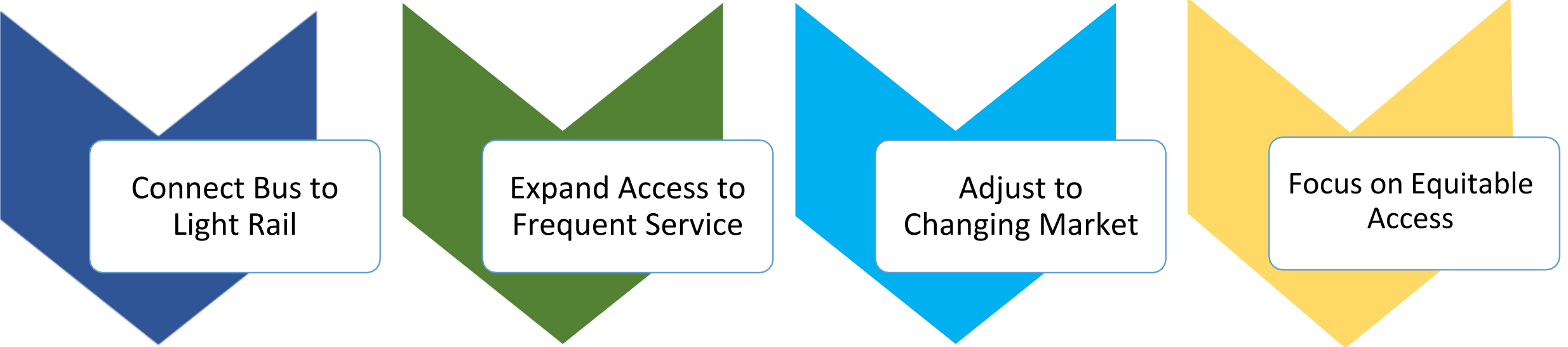
Travel made easy for all



2024 Development Process



2024 Service Goals



Connect Bus to
Light Rail

Expand Access to
Frequent Service

Adjust to
Changing Market

Focus on Equitable
Access

Travel Made Easy For ALL



Early experience at Northgate



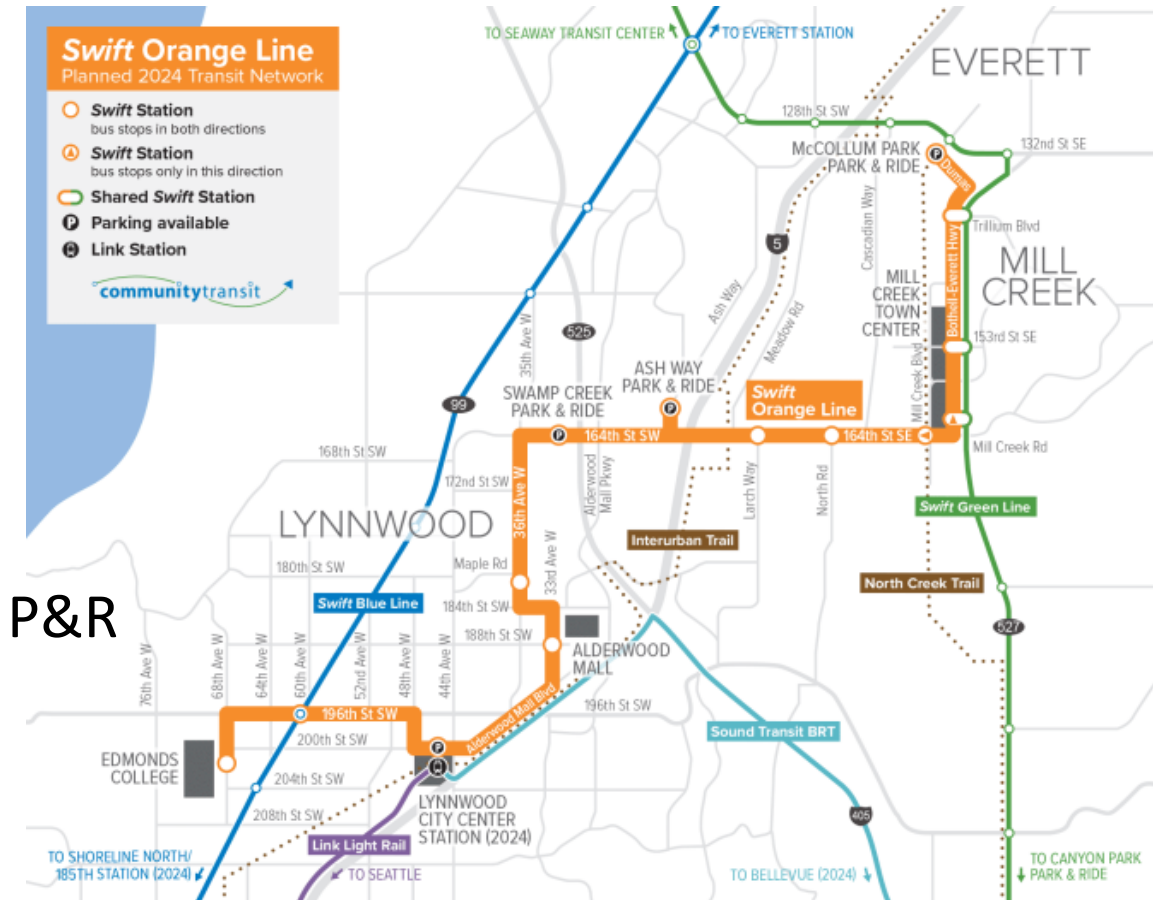
Expanded Frequent Service

- **Swift Blue Line** – Strategic extension to Shoreline North/185th St.
- **Swift Orange Line** – New Bus Rapid Transit service between Lynnwood and Mill Creek
- **Swift Green Line** – Continue service level and leverage new connections
- Transit emphasis corridor focus for other frequent routes



Swift Orange Line

- 15 new buses
- New transit center at Edmonds College
- 19 platform stations
- Redesigned transit center at McCollum Park P&R
- New speed and reliability infrastructure



Eleven mile long corridor serving Mill Creek Town Center, Alderwood Mall, Edmonds College, and Lynnwood TC, connecting *Swift* to the Blue Line, Green Line and light rail.



New service options

- On demand transit service within specified area
- Accessed via technology
- Flexible stops and destinations
- Lynnwood Pilot Project



New Service

Prioritize Service to Equity Populations

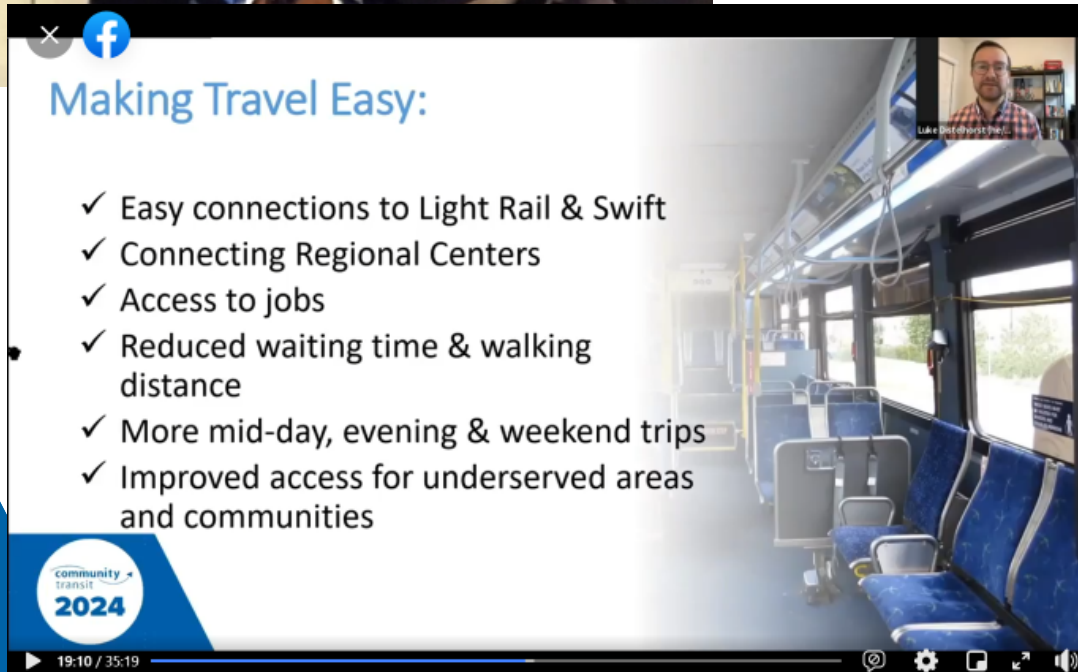
Equity has a prominent role in analysis, used in conjunction with ridership and population. Analysis includes:

- Population living below 200% of the Federal Poverty Line (\$34.5k, 2-person household, 2020)
- Population that is Foreign-born
- Communities of Color and Latinx/e Populations
- Limited English-Speaking Households
- Population Living with a Disability



Outreach Process

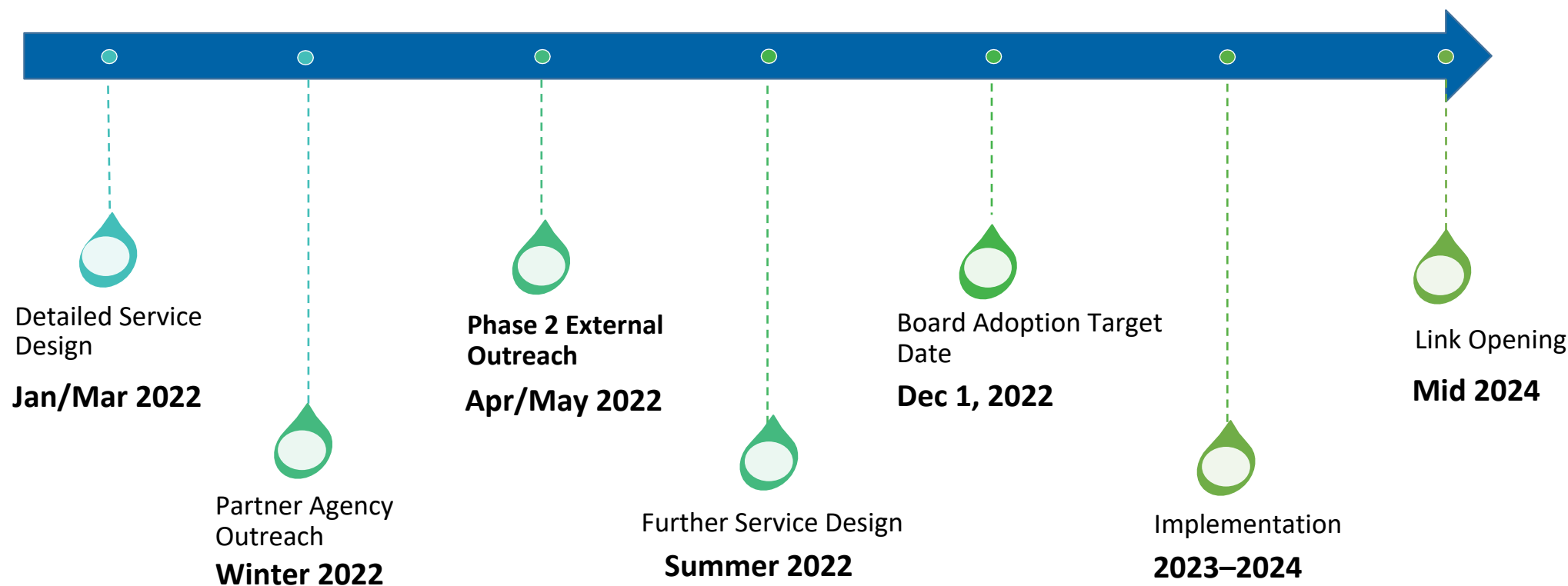
- Online survey available 11/15 – 12/20, 976 responses
- 15 meetings with Community-Based Organizations, agencies, and community partners
- 25 in-person outreach events
- 2 live virtual sessions
- Intentional focus on populations that we may not have reached in the past
- Opportunity for input in our top-five Title VI languages
- Equity in our outreach to match equity in future service design



Feedback on service addition priorities

- Slight preference for more neighborhood and local service
 - “More neighborhood service, to local destinations in Snohomish County” (52.7%)
 - “More service to transit centers that connect you to Seattle and Bellevue” (47.3%)
- Preference for more weekday service balanced between midday, morning, and later than current service
 - 71% prefer Weekday additions
 - 17% Saturdays
 - 12% Sundays
 - 26% prefer more Middle of the Day service
 - 21% prefer more Morning service
 - 19% prefer more service Later than current service

Project Schedule



Questions And Comments



BLANKET VOUCHER APPROVAL
2022

Payroll Direct Deposits		
Payroll Checks		
Electronic Funds Transfers	ACH	\$354,724.43
Claims	55504-55605	\$404,521.29
Void Checks	48292, 54767, 55288, 55305, 55336, 55349	(\$4,340.84)
Total Vouchers Approved:		\$754,904.88

This 26th day of April 2022

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

Finance Director/Auditing Officer, Barb Stevens

Mayor, Brett Gailey

April 26, 2022



City expenditures by type for this voucher packet		
Payroll Federal Taxes	\$ 106,474	14%
Retirement Benefits - Employer	\$ 61,212	8%
Medical Benefits - Employer	\$ 171,618	23%
Other Employer Paid Benefits	\$ 4,904	1%
Employee Paid Benefits	\$ 35,147	5%
Supplies	\$ 51,946	7%
Professional Services	\$ 132,409	18%
Refunds	\$ 450	0%
Capital *	\$ 34,234	5%
Debt Payments	\$ 160,853	21%
Void Checks	\$ (4,341)	-1%
Total	\$ 754,905	100%

Large Purchases

* Shur-Curb Traffic Separator w/Posts/Bolts/Waters/Plugs - \$14,850

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 04/07/2022 - 04/20/2022

Total for Period
\$759,245.72

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
911 Supply Inc	INV-2-17718	001 008 521 20 31 01	LE-Fixed Minor Equipment	Baton Holder	55513	\$26.70
911 Supply Inc	INV-2-17719	001 008 521 20 31 01	LE-Fixed Minor Equipment	Single Star on Polo - D Thomas	55513	\$8.80
911 Supply Inc	INV-2-17875	001 008 521 20 31 01	LE-Fixed Minor Equipment	ID Panels for PD Uniforms	55513	\$248.86
911 Supply Inc	INV-2-17876	001 008 521 20 31 01	LE-Fixed Minor Equipment	Polo/Patch Embroidery - D Thomas	55513	\$75.96
					55513 Total	\$360.32
Ace Hardware	72936	101 016 544 90 31 02	ST-Operating Cost	Washers	55514	\$2.19
Ace Hardware	72939	101 016 544 90 31 02	ST-Operating Cost	O-Rings	55514	\$1.46
Ace Hardware	72943	001 010 576 80 31 00	PK-Operating Costs	Fasteners	55514	\$11.05
Ace Hardware	72946	101 016 544 90 31 02	ST-Operating Cost	Duster/Ant Bait	55514	\$20.69
Ace Hardware	72954	101 016 544 90 31 02	ST-Operating Cost	Paint Roller/Mixer/Metal Hook/Paint Tray	55514	\$50.28
Ace Hardware	72957	001 010 576 80 31 00	PK-Operating Costs	Gloves	55514	\$32.69
Ace Hardware	72974	101 016 544 90 31 02	ST-Operating Cost	Marking Paint	55514	\$17.42
Ace Hardware	72978	101 016 544 90 31 02	ST-Operating Cost	Wire/Diagonal Plier/Cloth/Cable Ties	55514	\$106.67
Ace Hardware	72983	001 010 576 80 31 00	PK-Operating Costs	Cordless Brushless Compact Impact Wrench/Socket Set	55514	\$325.90
Ace Hardware	72999	001 010 576 80 31 00	PK-Operating Costs	Fasteners	55514	\$6.30
Ace Hardware	73000	101 016 544 90 31 02	ST-Operating Cost	DWV Couple Flex	55514	\$9.25
Ace Hardware	73005	001 010 576 80 31 00	PK-Operating Costs	Handle/Roller Frame/Rollers/Paint Trays	55514	\$76.63
Ace Hardware	73027	001 008 521 50 30 02	LE-Fleet Minor Equipment	Hose Nozzle/Plastic Bucket	55514	\$30.71
Ace Hardware	73059	001 010 576 80 31 00	PK-Operating Costs	Pickup Tool	55514	\$19.61
Ace Hardware	73063	001 010 576 80 31 00	PK-Operating Costs	Fence Stapler	55514	\$8.71
Ace Hardware	73068	410 016 531 10 31 02	SW - Operating Costs	Floating Lantern	55514	\$9.80
Ace Hardware	73080	001 010 576 80 31 00	PK-Operating Costs	Half Base/Fasteners	55514	\$95.22
Ace Hardware	73107	001 010 576 80 31 00	PK-Operating Costs	Fasteners	55514	\$8.28
					55514 Total	\$832.86
Ace Hardware	73116	410 016 531 10 31 02	SW - Operating Costs	Fasteners	55515	\$5.09
Ace Hardware	73119	101 016 544 90 31 02	ST-Operating Cost	Wall Scrapper/Painters Tool/Puty Knife	55515	\$22.86
Ace Hardware	73124	101 016 544 90 31 02	ST-Operating Cost	Garden Sprayer	55515	\$35.96
Ace Hardware	73125	001 010 576 80 31 00	PK-Operating Costs	Sandpaper	55515	\$13.06
Ace Hardware	73128	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Rain Repellant/Antifreeze	55515	\$25.05
Ace Hardware	73155	001 010 576 80 31 00	PK-Operating Costs	Pruning Sealer	55515	\$21.78
Ace Hardware	73162	001 010 576 80 31 00	PK-Operating Costs	Fasteners	55515	\$31.30
Ace Hardware	73163	101 016 544 90 31 02	ST-Operating Cost	Door Reinforce Bars/Mending Brace/Combo Lock/Keys	55515	\$147.26
Ace Hardware	73164	001 010 576 80 31 00	PK-Operating Costs	Fasteners	55515	\$5.65
Ace Hardware	73167	101 016 544 90 31 02	ST-Operating Cost	Light Bulbs	55515	\$21.78
Ace Hardware	73181	101 016 544 90 31 02	ST-Operating Cost	Garment Hooks/Combo Lock/Hinge Pin	55515	\$80.16
Ace Hardware	73191	101 016 544 90 31 02	ST-Operating Cost	Stud Tape Measure/Tape	55515	\$57.75
Ace Hardware	73200	101 016 544 90 31 02	ST-Operating Cost	Apple Car Charger	55515	\$22.23
Ace Hardware	73204	001 008 521 50 30 00	LE-Facilities Supplies	Paper Towels/Toilet Paper/Cleaner	55515	\$152.67
Ace Hardware	73233	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Antifreeze PT-16-61	55515	\$16.35
Ace Hardware	73260	001 008 521 50 30 00	LE-Facilities Supplies	Paper Towels	55515	\$88.35
Ace Hardware	73313	001 008 521 50 30 00	LE-Facilities Supplies	Cleaning Supplies/Kleenex/Paper Towels	55515	\$294.50
Ace Hardware	73358	001 008 521 50 30 00	LE-Facilities Supplies	Fasteners	55515	\$1.83
					55515 Total	\$1,043.63
AFLAC	596631	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Insurance Prem	0	\$1,094.62
					0 Total	\$1,094.62

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Alexander Printing Co Inc	72187	001 007 558 50 31 01	PL-Operating Costs	Business Cards	55516	\$67.47
Alexander Printing Co Inc	72187	001 010 576 80 31 00	PK-Operating Costs	Business Cards	55516	\$33.74
Alexander Printing Co Inc	72187	101 016 544 90 31 02	ST-Operating Cost	Business Cards	55516	\$33.74
Alexander Printing Co Inc	72187	410 016 531 10 31 02	SW - Operating Costs	Business Cards	55516	\$33.74
Alexander Printing Co Inc	72187	001 007 559 30 31 01	PB-Operating Cost	Business Cards/Name Plates	55516	\$115.97
Alexander Printing Co Inc	72194	001 010 576 80 31 00	PK-Operating Costs	Business Cards - E Mangold	55516	\$20.76
Alexander Printing Co Inc	72194	101 016 544 90 31 02	ST-Operating Cost	Business Cards - E Mangold	55516	\$20.77
Alexander Printing Co Inc	72194	410 016 531 10 31 02	SW - Operating Costs	Business Cards - E Mangold	55516	\$20.77
Alexander Printing Co Inc	72214	001 004 514 23 31 00	FI-Office Supplies	Window Envelopes (2000)	55516	\$346.67
					55516 Total	\$693.63
Amazon Capital Services	1MGT-W1NC-KV4K	001 008 521 20 31 01	LE-Fixed Minor Equipment	Snap On Trigger Handle Pistol	55517	\$61.09
Amazon Capital Services	1TT6-1G9N-L6JW	001 008 521 20 31 00	LE-Office Supplies	Dual Monitor Wall Mounts (2)	55517	\$130.90
Amazon Capital Services	1YGK-TMFD-639X	001 008 521 20 31 00	LE-Office Supplies	Battery Charger	55517	\$30.54
Amazon Capital Services	1YGP-VFMN-7HX6	001 008 521 50 30 02	LE-Fleet Minor Equipment	Ear Phone Microphone Replacement Kits (15)	55517	\$654.60
					55517 Total	\$877.13
Amazon Capital Services	1419-3N3G-1NMQ	001 007 558 50 31 00	PL-Office Supplies	Standing Desk Mat	55518	\$42.28
Amazon Capital Services	16V9-6476-4RYD	001 007 558 50 31 02	PL-Permit Related Op. Costs	Hard Hats/Safety Vests & Goggles/Flashlights/Guages	55518	\$193.14
Amazon Capital Services	197N-M7PQ-DXH3	001 013 518 20 31 00	GG-Operating Costs	Doormat/Toilet Seat Covers & Dispenser	55518	\$100.89
Amazon Capital Services	1DMJ-MLWC-JFTG	001 004 514 23 31 00	FI-Office Supplies	Heavy Duty Floor Chair Mat	55518	\$74.18
Amazon Capital Services	1FFX-9HCY-G7CG	001 003 514 20 31 00	CC-Office Supply	Label Printer/Barcode Labels	55518	\$140.59
Amazon Capital Services	1GGM-GDL3-Y4TH	001 010 576 80 31 00	PK-Operating Costs	Dual Monitor Stands (4)	55518	\$383.92
Amazon Capital Services	1GVQ-4QHR-DYCQ	001 013 518 20 31 00	GG-Operating Costs	Pens	55518	\$24.94
Amazon Capital Services	1GVQ-4QHR-DYCQ	001 007 558 50 31 00	PL-Office Supplies	Whiteboard Cleaning Spray	55518	\$4.08
Amazon Capital Services	1HRP-3CQC-QD7C	001 010 576 80 31 00	PK-Operating Costs	Robot Vacuum Cleaner	55518	\$181.67
Amazon Capital Services	1HRP-3CQC-QD7C	101 016 544 90 31 02	ST-Operating Cost	Robot Vacuum Cleaner	55518	\$181.66
Amazon Capital Services	1HRP-3CQC-QD7C	410 016 531 10 31 02	SW - Operating Costs	Robot Vacuum Cleaner	55518	\$181.66
Amazon Capital Services	1KXX-H4YF-PGR9	001 010 576 80 31 00	PK-Operating Costs	Batteries/Notepads/Pens/Note Books/Gloves/Sponges	55518	\$127.99
Amazon Capital Services	1KXX-H4YF-PGR9	101 016 544 90 31 02	ST-Operating Cost	Batteries/Notepads/Pens/Note Books/Gloves/Sponges	55518	\$128.00
Amazon Capital Services	1KXX-H4YF-PGR9	410 016 531 10 31 02	SW - Operating Costs	Batteries/Notepads/Pens/Note Books/Gloves/Sponges	55518	\$128.00
Amazon Capital Services	1MPR-GJMD-4LX1	001 004 514 23 31 00	FI-Office Supplies	Banker Boxes/Monitor Stand Riser	55518	\$82.17
Amazon Capital Services	1NXN-DF9V-M4WN	001 010 576 80 31 00	PK-Operating Costs	Detailed Driver's Vehicle Inspection Report Forms	55518	\$54.86
Amazon Capital Services	1NXN-DF9V-M4WN	101 016 544 90 31 02	ST-Operating Cost	Detailed Driver's Vehicle Inspection Report Forms	55518	\$54.86
Amazon Capital Services	1NXN-DF9V-M4WN	410 016 531 10 31 02	SW - Operating Costs	Detailed Driver's Vehicle Inspection Report Forms	55518	\$54.86
Amazon Capital Services	1QFP-FXHR-1KVM	001 010 576 80 31 00	PK-Operating Costs	Label Tape for P-Touch	55518	\$9.31
Amazon Capital Services	1QFP-FXHR-1KVM	101 016 544 90 31 01	ST-Office Supplies	Label Tape for P-Touch	55518	\$9.30
Amazon Capital Services	1QFP-FXHR-1KVM	410 016 531 10 31 01	SW - Office Supplies	Label Tape for P-Touch	55518	\$9.30
Amazon Capital Services	1RHY-FDKR-1GXJ	510 006 518 80 31 00	Purchase Computer Equipment	Metered ATS	55518	\$312.92
Amazon Capital Services	1VMD-VQYD-W4Y7	001 013 518 20 31 00	GG-Operating Costs	Laminating Sheets & Pouches	55518	\$32.68
Amazon Capital Services	1YGP-VFMN-PW77	510 006 518 80 31 00	Purchase Computer Equipment	Metered ATS/Ethernet Extender/Switch/Remote Mgmt Card	55518	\$701.96
Amazon Capital Services	1YV3-M4JN-H3YN	510 006 518 80 31 00	Purchase Computer Equipment	Dell Docking Station/Ethernet Extender	55518	\$476.76
					55518 Total	\$3,691.98
Assoc of Washington Cities EFT	29658	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	0	\$168,865.81
Assoc of Washington Cities EFT	29658	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium	0	(\$0.09)
					0 Total	\$168,865.72
Barron	033122 BARRON	001 007 559 30 31 01	PB-Operating Cost	Work Boots Reimbursement - A Barron	55519	\$186.65
					55519 Total	\$186.65
Bernhard	050922 BERNHARD	001 008 521 20 43 00	LE-Travel & Per Diem	Homicide Investigators Conf Meals Suquamish - K Bernhard	55520	\$200.00
					55520 Total	\$200.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Brummett Inc	19058	001 005 518 10 31 00	HR-Office Supplies	Name Badge - A Rose	55521	\$23.44
					55521 Total	\$23.44
Business Card	BARNES 0422	001 008 521 40 49 01	LE-Registration Fees	Internal Affairs Class Registration - J Young	55522	\$595.00
Business Card	BEAZIZO 0422	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Rifle Cleaning Supplies	55522	\$450.45
Business Card	BEAZIZO 0422	001 008 521 20 31 01	LE-Fixed Minor Equipment	Scuba AirTank Refill	55522	\$13.18
Business Card	BEAZIZO 0422	001 008 521 20 31 02	LE-Minor Equipment	Thermal Monoculars (2)/Marine Thermal Vision Camera Monocular	55522	\$589.47
Business Card	BEAZIZO 0422	001 008 521 21 31 00	LE-Boating Minor Equipment	Thermal Monoculars (2)/Marine Thermal Vision Camera Monocular	55522	\$621.19
Business Card	BRAZEL 0422	001 004 514 23 49 01	FI-Staff Development	Lean Green Belt Certification - M Heist	55522	\$550.00
Business Card	BRAZEL 0422	001 002 513 11 43 00	AD-Travel & Meetings	Regional PW Meeting Meal	55522	\$114.92
Business Card	BROOKS 0422	111 008 521 20 31 01	Drug Seize - Canine Supplies	Dog Food	55522	\$57.19
Business Card	CHELIN 0422	001 001 513 10 49 01	Executive - Prof. Development	Economic Alliance Annual Meeting Registration - B Gailey	55522	\$140.13
Business Card	CHELIN 0422	001 001 513 10 49 01	Executive - Prof. Development	HF Partners Conf Registration - B Gailey	55522	\$750.00
Business Card	CHELIN 0422	001 001 511 60 49 01	Legislative - Prof. Development	HF Partners Conf Registration - M Dickinson	55522	\$750.00
Business Card	CHELIN 0422	001 003 514 20 43 00	CC-Travel & Meetings	WMCA Clerks Conf Hotel - Chelin	55522	\$357.39
Business Card	CHELIN 0422	001 013 518 20 41 00	GG-Professional Service	Zoom Monthly 03-2022	55522	\$261.49
Business Card	CHELIN 0422	001 013 518 20 41 00	GG-Professional Service	Zoom Monthly 04-2022	55522	\$261.73
Business Card	CLIFTON 0422	001 010 576 80 31 00	PK-Operating Costs	Gravel Dust/Paver Edging Plastic/Brick Stop Spiral Spikes	55522	\$283.69
Business Card	CLIFTON 0422	001 010 576 80 49 01	PK-Staff Development	Lean Green Belt Certification - C Clifton	55522	\$183.34
Business Card	CLIFTON 0422	101 016 542 30 49 01	ST-Staff Development	Lean Green Belt Certification - C Clifton	55522	\$183.33
Business Card	CLIFTON 0422	410 016 531 10 49 01	SW - Staff Development	Lean Green Belt Certification - C Clifton	55522	\$183.33
Business Card	CLIFTON 0422	001 010 576 80 49 01	PK-Staff Development	Procurement Series Part 3 PW Registration - C Clifton	55522	\$13.34
Business Card	CLIFTON 0422	101 016 542 30 49 01	ST-Staff Development	Procurement Series Part 3 PW Registration - C Clifton	55522	\$13.33
Business Card	CLIFTON 0422	410 016 531 10 49 01	SW - Staff Development	Procurement Series Part 3 PW Registration - C Clifton	55522	\$13.33
Business Card	DREHER 0422	001 008 521 20 31 00	LE-Office Supplies	Airtame 2	55522	\$474.00
Business Card	DREHER 0422	001 008 521 20 31 00	LE-Office Supplies	Apex Printer Ribbon	55522	\$159.59
Business Card	DREHER 0422	001 008 521 20 43 01	LE-Business Meetings	Coffee/Lems/Paper Cups for Meetings	55522	\$60.27
Business Card	DREHER 0422	111 008 521 20 31 01	Drug Seize - Canine Supplies	Dog Crate & Mat	55522	\$149.95
Business Card	DREHER 0422	001 008 521 30 31 00	LE-Community Outreach Supplies	Flowers	55522	\$16.34
Business Card	DREHER 0422	001 008 521 20 31 00	LE-Office Supplies	Frames	55522	\$232.21
Business Card	DREHER 0422	001 008 521 40 49 01	LE-Registration Fees	Institute of Certified Records Managers Testing - LeBlanc	55522	\$100.00
Business Card	DREHER 0422	001 008 521 20 43 01	LE-Business Meetings	Juice/Lemonade	55522	\$23.28
Business Card	DREHER 0422	001 008 521 20 43 01	LE-Business Meetings	LSPD Tablecloth Dry Cleaning	55522	\$17.44
Business Card	DREHER 0422	001 008 521 20 43 01	LE-Business Meetings	Meal for Records Interview Staff	55522	\$46.79
Business Card	DREHER 0422	001 008 521 50 30 00	LE-Facilities Supplies	Microfibers/Door Mat	55522	\$36.25
Business Card	DREHER 0422	001 008 521 20 43 01	LE-Business Meetings	Napkins/Balloons/Streamers/Banner/Tablecloths	55522	\$23.16
Business Card	DREHER 0422	001 008 521 40 49 01	LE-Registration Fees	Public Records Act Basics Registration - A Fox	55522	\$140.00
Business Card	DREHER 0422	001 008 521 20 43 00	LE-Travel & Per Diem	Women in Law Enforcement Hotel - J Dreher	55522	\$1,250.08
Business Card	DREHER 0422	001 008 521 20 43 00	LE-Travel & Per Diem	Women in Law Enforcement Uber from Airport-J Dreher	55522	\$36.99
Business Card	DREHER 0422	001 008 521 20 43 00	LE-Travel & Per Diem	Women in Law Enforcement Uber to Airport - J Dreher	55522	\$35.19
Business Card	DREHER 0422	001 008 521 20 31 01	LE-Fixed Minor Equipment	Work Boots for Uniform	55522	\$55.29
Business Card	GOOD 0422	001 005 518 10 43 00	HR-Travel & Meetings	NeoGov Conf Las Vegas NV Hotel Deposit - A Rose	55522	\$146.26
Business Card	GOOD 0422	001 005 518 10 43 00	HR-Travel & Meetings	NeoGov Conf Las Vegas NV Hotel Deposit - A Warrington	55522	\$146.26
Business Card	GOOD 0422	001 005 518 10 43 00	HR-Travel & Meetings	NeoGov Conf Las Vegas NV Hotel Deposit - J Good	55522	\$146.26
Business Card	HALVERSON 0422	001 010 576 80 49 01	PK-Staff Development	APWA Spring Conf Registration - A Halverson	55522	\$183.33
Business Card	HALVERSON 0422	101 016 542 30 49 01	ST-Staff Development	APWA Spring Conf Registration - A Halverson	55522	\$183.34
Business Card	HALVERSON 0422	410 016 531 10 49 01	SW - Staff Development	APWA Spring Conf Registration - A Halverson	55522	\$183.33
Business Card	HALVERSON 0422	111 008 521 20 31 00	Drug Seize - Operating Costs	Dog Kennel/Kennel Pad/Kennel Roof Kit	55522	\$861.21
Business Card	HALVERSON 0422	001 010 576 80 49 01	PK-Staff Development	Labor Relations Institue Registration - A Halverson	55522	\$141.66

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	HALVERSON 0422	101 016 542 30 49 01	ST-Staff Development	Labor Relations Institue Registration - A Halverson	55522	\$141.67
Business Card	HALVERSON 0422	410 016 531 10 49 01	SW - Staff Development	Labor Relations Institue Registration - A Halverson	55522	\$141.67
Business Card	HALVERSON 0422	101 016 542 30 49 01	ST-Staff Development	MS4 Stormwater Inspector Registration - R Granroth	55522	\$197.00
Business Card	HALVERSON 0422	410 016 531 10 31 02	SW - Operating Costs	Water Level Logger/Cable & Adapter	55522	\$841.25
Business Card	KNOEPFLE 0422	001 010 576 80 49 00	PK-Miscellaneous	APWA Membership - J Knoepfle	55522	\$52.50
Business Card	KNOEPFLE 0422	101 016 542 30 49 00	ST-Miscellaneous	APWA Membership - J Knoepfle	55522	\$52.50
Business Card	KNOEPFLE 0422	410 016 531 10 49 00	SW - Miscellaneous	APWA Membership - J Knoepfle	55522	\$52.50
Business Card	KNOEPFLE 0422	001 010 576 80 31 00	PK-Operating Costs	Full Bucket Swing Seat	55522	\$107.89
Business Card	KNOEPFLE 0422	001 010 576 80 49 01	PK-Staff Development	Lean Green Belt Certification - E Mangold	55522	\$183.33
Business Card	KNOEPFLE 0422	101 016 542 30 49 01	ST-Staff Development	Lean Green Belt Certification - E Mangold	55522	\$183.34
Business Card	KNOEPFLE 0422	410 016 531 10 49 01	SW - Staff Development	Lean Green Belt Certification - E Mangold	55522	\$183.33
Business Card	KNOEPFLE 0422	001 010 576 80 49 01	PK-Staff Development	Lean Green Belt Certification - R Wietholter	55522	\$183.34
Business Card	KNOEPFLE 0422	101 016 542 30 49 01	ST-Staff Development	Lean Green Belt Certification - R Wietholter	55522	\$183.33
Business Card	KNOEPFLE 0422	410 016 531 10 49 01	SW - Staff Development	Lean Green Belt Certification - R Wietholter	55522	\$183.33
Business Card	KNOEPFLE 0422	410 016 531 10 49 01	SW - Staff Development	Lean Green Belt Certification - S Farrant	55522	\$550.00
Business Card	KNOEPFLE 0422	001 013 518 20 31 00	GG-Operating Costs	PODS Rental for Museum Storage	55522	\$259.44
Business Card	LEBLANC 0422	001 008 521 20 41 00	LE-Professional Services	Denver County Court Records Search Fee	55522	\$6.00
Business Card	LEBLANC 0422	001 008 521 40 49 01	LE-Registration Fees	Institute of Certified Records Managers Exam Prep - LeBlanc	55522	\$129.00
Business Card	MACDONALD 0422	101 016 544 90 31 02	ST-Operating Cost	De-Ice Equip Wash	55522	\$326.53
Business Card	MACDONALD 0422	410 016 531 10 31 02	SW - Operating Costs	De-Ice Equip Wash	55522	\$326.53
Business Card	MACDONALD 0422	001 010 576 80 31 00	PK-Operating Costs	Ignitiong Switch PW59	55522	\$23.09
Business Card	MACDONALD 0422	101 016 544 90 31 02	ST-Operating Cost	Ignitiong Switch PW59	55522	\$11.54
Business Card	STEVENS B 0422	001 004 514 23 41 00	FI-Professional Service	Annual Quickbooks Subscription	55522	\$588.60
Business Card	STEVENS B 0422	001 004 514 23 49 01	FI-Staff Development	NIGP Headliner Registration - M Heist	55522	\$179.00
Business Card	UBERT 0422	001 008 521 20 43 01	LE-Business Meetings	Donuts - Brooks Retirement Party	55522	\$170.91
Business Card	UBERT 0422	001 008 521 20 43 01	LE-Business Meetings	Flowers - Brooks Retirement Party	55522	\$47.92
Business Card	UBERT 0422	001 008 521 20 41 01	LE-Professional Serv-Fixed	FUBO TV Subscription for PD	55522	\$82.83
Business Card	WARRINGTON 0422	001 005 518 10 49 02	HR-Employee Recognition	Coffee Mugs for Employee Service Awards	55522	\$450.56
Business Card	WARRINGTON 0422	001 005 518 10 49 02	HR-Employee Recognition	Gift Cards for Employee Service Awards	55522	\$455.00
Business Card	WARRINGTON 0422	001 005 518 10 49 01	HR-Staff Development	Lean Green Belt Certification - M Roth	55522	\$550.00
Business Card	WARRINGTON 0422	001 005 518 10 41 00	HR-Professional Services	Saftey Software for Job Safety Analysis Templates	55522	\$530.45
Business Card	WEAVER 0422	001 003 514 20 49 02	CC-Staff Development	Public Records Act Basics Registration - K Chelin/C Weaver	55522	\$280.00
Business Card	WEAVER 0422	001 003 514 20 49 02	CC-Staff Development	WAPRO Spring Conf Registration - C Weaver	55522	\$65.00
Business Card	WEAVER 0422	001 003 514 20 49 02	CC-Staff Development	WAPRO Spring Conf Registration - K Chelin	55522	\$65.00
Business Card	WEAVER 0422	001 003 514 20 43 00	CC-Travel & Meetings	WMCA Clerks Conf Fuel Costs	55522	\$84.72
Business Card	WEAVER 0422	001 003 514 20 43 00	CC-Travel & Meetings	WMCA Clerks Conf Hotel - Weaver	55522	\$357.39
Business Card	WRIGHT 0422	001 007 558 50 49 01	PL-Staff Development	Lean Green Belt Certification - C Schmidt	55522	\$550.00
Business Card	WRIGHT 0422	001 007 558 50 49 01	PL-Staff Development	PAW Annual Conf Registration - C Schmidt	55522	\$300.00
Business Card	WRIGHT 0422	001 007 558 50 49 01	PL-Staff Development	PAW Annual Conf Registration - M Place	55522	\$300.00
Business Card	WRIGHT 0422	001 007 558 50 49 00	PL-Miscellaneous	PAW Membership - C Schmidt	55522	\$75.00
Business Card	WRIGHT 0422	001 007 558 50 49 00	PL-Miscellaneous	PAW Membership - M Place	55522	\$75.00
Business Card	WRIGHT 0422	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers Grade Rd Storage	55522	\$35.08
Business Card	WRIGHT 0422	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers LUA2021-0164 Seneca Buffer/Sydow Buffer	55522	\$101.17
Business Card	WRIGHT 0422	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers LUA2022-0030 NOA Rochelle Smith Stil	55522	\$58.56
Business Card	WRIGHT 0422	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers Soundview NOA Toll Estate	55522	\$88.40
Business Card	WRIGHT 0422	001 007 558 50 49 01	PL-Staff Development	WSAPT Sping Conf Leavenworth WA - J Fenrich	55522	\$150.00
Business Card	YOUNG 0422	111 008 521 20 31 01	Drug Seize - Canine Supplies	Dog Toys	55522	\$104.90

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	YOUNG 0422	001 008 521 20 43 00	LE-Travel & Per Diem	VRBO K9 School - D Dreher	55522	\$3,599.00
					55522 Total	\$24,897.91
Cadman Materials Inc	5826082	101 016 544 90 31 02	ST-Operating Cost	Asphalt Mix/Binder	55523	\$476.42
					55523 Total	\$476.42
Calliope Consulting LLC	195	001 013 518 20 41 00	GG-Professional Service	Lean Training Contract Services 03-2022	55524	\$935.00
					55524 Total	\$935.00
Caminoverde II LP	17540	101 016 595 61 63 01	ST-Sidewalk Capital Project	Shur-Curb Traffic Separator w/Posts/Bolts/Waters/Plugs	55525	\$14,850.00
					55525 Total	\$14,850.00
Canon Financial Services Inc	28377267	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Lease CH Planning/Building	55526	\$76.98
Canon Financial Services Inc	28377267	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Lease CH Planning/Building	55526	\$76.98
Canon Financial Services Inc	28377267	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Lease CH Planning/Building	55526	\$76.98
Canon Financial Services Inc	28407766	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Lease PW Upstairs	55526	\$11.40
Canon Financial Services Inc	28407766	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Lease PW Upstairs	55526	\$11.39
Canon Financial Services Inc	28407766	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Lease PW Upstairs	55526	\$11.39
					55526 Total	\$265.12
CDW Government Inc	V039671	101 016 544 90 31 02	ST-Operating Cost	Panasonic Toughbook (1)/Server Memory	55527	\$2,661.21
CDW Government Inc	V039671	001 007 558 50 31 02	PL-Permit Related Op. Costs	Panasonic Toughbooks (2)/Server Memory	55527	\$5,322.43
CDW Government Inc	V114904	101 016 544 90 31 02	ST-Operating Cost	Panasonic Toughbook (1) Extended Warranty	55527	\$564.37
CDW Government Inc	V114904	001 007 558 50 31 02	PL-Permit Related Op. Costs	Panasonic Toughbooks (2) Extended Warranty	55527	\$1,128.74
CDW Government Inc	V159682	520 008 594 21 63 00	Vehicles - Capital Equip	Panasonic Toughbook (1) PD Vehicle	55527	\$3,978.88
CDW Government Inc	V191872	520 008 594 21 63 00	Vehicles - Capital Equip	Havis Docking Station	55527	\$2,848.56
CDW Government Inc	V258204	001 007 558 50 31 02	PL-Permit Related Op. Costs	Panasonic Desktop Dock (1)	55527	\$445.23
CDW Government Inc	V609087	510 006 518 80 49 18	LR - Microsoft Enterprise Agmt	Microsoft Visio/PowerApps	55527	\$910.47
CDW Government Inc	V657959	510 006 518 80 49 37	LR - Fortivoice	Fortivoice	55527	\$899.77
					55527 Total	\$18,759.66
Central Welding Supply Co Inc	RN03221002	001 010 576 80 31 00	PK-Operating Costs	Argon Gas/Centrashield/Propane	55528	\$21.68
Central Welding Supply Co Inc	RN03221002	101 016 544 90 31 02	ST-Operating Cost	Argon Gas/Centrashield/Propane	55528	\$21.69
Central Welding Supply Co Inc	RN03221002	410 016 531 10 31 02	SW - Operating Costs	Argon Gas/Centrashield/Propane	55528	\$21.69
					55528 Total	\$65.06
Cintas Loc 460	4115139091	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	55529	\$119.78
Cintas Loc 460	4115139091	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	55529	\$119.78
Cintas Loc 460	4115139091	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	55529	\$119.77
Cintas Loc 460	4115824279	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	55529	\$119.89
Cintas Loc 460	4115824279	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	55529	\$119.89
Cintas Loc 460	4115824279	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	55529	\$119.88
Cintas Loc 460	4116525733	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	55529	\$119.89
Cintas Loc 460	4116525733	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	55529	\$119.89
Cintas Loc 460	4116525733	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	55529	\$119.88
					55529 Total	\$1,078.65
City of Marysville	LKS22-003	001 013 512 50 41 00	GG-Municipal Court Fees	Marysville Court Citations 03-2022	55530	\$5,939.05
City of Marysville	POLIN 22-0009	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville 03-2022	55530	\$3,251.03
					55530 Total	\$9,190.08
Coast Gateway LLC	631511	001 008 521 20 43 00	LE-Travel & Per Diem	Patrol Tactics Training Hotel Cancellation - Bernhard	55531	\$102.13
Coast Gateway LLC	631512	001 008 521 20 43 00	LE-Travel & Per Diem	Patrol Tactics Training Hotel Cancellation - Miner	55531	\$102.13
					55531 Total	\$204.26
Comcast	0322 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - 20 S Davies Rd	55532	\$401.65
Comcast	0322 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Frontier Park	55532	\$401.65
Comcast	0322 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	55532	\$138.19
Comcast	0322 COMCAST	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	55532	\$321.65
					55532 Total	\$1,263.14

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Comdata Inc	20371241	001 008 521 20 32 00	LE-Fuel	PD Fuel	55533	\$697.77
					55533 Total	\$697.77
Cory De Jong and Sons Inc	A303301	001 010 576 80 31 00	PK-Operating Costs	Play Chips	55534	\$564.08
Cory De Jong and Sons Inc	A303306	001 010 576 80 31 00	PK-Operating Costs	Bark	55534	\$46.33
Cory De Jong and Sons Inc	A303321	001 010 576 80 31 00	PK-Operating Costs	Play Chips	55534	\$1,253.50
					55534 Total	\$1,863.91
David Evans and Associates Inc	508135	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 22-06 Sydow PLAT	55535	\$1,307.20
David Evans and Associates Inc	508228	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 21-13 Westlake Townhomes	55535	\$114.20
David Evans and Associates Inc	508230	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 21-17 Toll Estatic FP	55535	\$340.10
David Evans and Associates Inc	508231	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 22-03 Stillwater BLA	55535	\$817.50
David Evans and Associates Inc	508232	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 22-05 Grade Rd Self Storage	55535	\$2,094.20
					55535 Total	\$4,673.20
Davido Consulting Group Inc	40785	411 016 594 31 60 07	Wier Replacement Scope Design	Outlet Strategic Planning Engineering Services	55536	\$3,700.50
					55536 Total	\$3,700.50
Dept of Licensing	030522 DOL (2)	633 000 589 30 00 05	Gun Permit - State DOL	Reissue CK #55305 Weapons Permits 02/27/22 thru 03/05/22	55537	\$240.00
Dept of Licensing	031222 DOL (2)	633 000 589 30 00 05	Gun Permit - State DOL	Reissue CK #55305 Weapons Permits 03/06/22 thru 03/12/22	55537	\$198.00
Dept of Licensing	040922 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits	55537	\$291.00
					55537 Total	\$729.00
Dept of Retirement (Deferred Comp)	41022	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	0	\$4,322.48
					0 Total	\$4,322.48
Dept of Retirement PERS LEOFF	41022	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	0	\$60,765.30
Dept of Retirement PERS LEOFF	41022	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions-State	0	\$446.35
					0 Total	\$61,211.65
Dicks Towing Inc	18202384 (2)	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Towing Services PT-21-93	55538	\$115.29
Dicks Towing Inc	M74283 (2)	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-03500	55538	\$126.27
Dicks Towing Inc	M74284 (2)	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-03709	55538	\$126.27
					55538 Total	\$367.83
EFTPS	41022	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	0	\$106,473.78
					0 Total	\$106,473.78
Eglestad	041422 EGLESTAD	001 000 382 10 00 01	The Mill - Deposit	LS22-Eglestad The Stack Rental 04/14/22 Deposit Refund	55539	\$100.00
					55539 Total	\$100.00
Electronic Business Machines	AR216860	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Copy Cost PW - QNN08471	55540	\$23.56
Electronic Business Machines	AR216860	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Copy Cost PW - QNN08471	55540	\$23.57
Electronic Business Machines	AR216860	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Copy Cost PW - QNN08471	55540	\$23.56
Electronic Business Machines	AR216911	001 008 521 50 48 00	LE-Facility Repair & Maint	Copier Copy Cost PD - 2WU09725	55540	\$54.28
					55540 Total	\$124.97
Florida State Disbursement Unit	200000082DR34	001 000 284 00 00 00	Payroll Liability Other	200000082DR34 Child Support	55504	\$177.57
					55504 Total	\$177.57
Goldman	2022-1115	001 008 521 20 41 00	LE-Professional Services	Pre-Employment Polygraph Exam	55541	\$250.00
					55541 Total	\$250.00
Gordon Truck Centers Inc	PC302135989-01	001 010 576 80 48 00	PK-Repair & Maintenance	Filter Kit/Shock Absorber PW19	55542	\$102.53
Gordon Truck Centers Inc	PC302135989-01	101 016 542 30 48 00	ST-Repair & Maintenance	Filter Kit/Shock Absorber PW19	55542	\$102.54
Gordon Truck Centers Inc	PC302135989-01	410 016 531 10 48 00	SW - Repairs & Maintenance	Filter Kit/Shock Absorber PW19	55542	\$102.54
Gordon Truck Centers Inc	SR302026533-01	001 010 576 80 31 00	PK-Operating Costs	Electrical Issue Repairs PW19	55542	\$297.49
Gordon Truck Centers Inc	SR302026533-01	101 016 544 90 31 02	ST-Operating Cost	Electrical Issue Repairs PW19	55542	\$297.48
Gordon Truck Centers Inc	SR302026533-01	410 016 531 10 31 02	SW - Operating Costs	Electrical Issue Repairs PW19	55542	\$297.48
					55542 Total	\$1,200.06

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Grainger	9279148127	001 010 576 80 31 00	PK-Operating Costs	Gloves	55543	\$38.38
Grainger	9279148127	101 016 544 90 31 02	ST-Operating Cost	Gloves	55543	\$38.37
Grainger	9279148127	410 016 531 10 31 02	SW - Operating Costs	Gloves	55543	\$38.37
					55543 Total	\$115.12
Granite Construction Supply	2210935	101 016 544 90 31 02	ST-Operating Cost	Tack Blocks/CSS	55544	\$1,161.97
					55544 Total	\$1,161.97
Granite Construction Supply	94666	101 016 544 90 31 02	ST-Operating Cost	Chip Seal Markers/Hi-Vis Jacket	55545	\$1,324.90
Granite Construction Supply	94667	101 016 544 90 31 02	ST-Operating Cost	Reflectors for Guardrails/Dacron Adhesive	55545	\$219.55
Granite Construction Supply	94669	101 016 544 90 31 02	ST-Operating Cost	Head Drive Rivets/Flat Washers	55545	\$229.48
Granite Construction Supply	94806	101 016 544 90 31 02	ST-Operating Cost	Signs - All Way	55545	\$247.05
Granite Construction Supply	94826	101 016 544 90 31 02	ST-Operating Cost	Signs - Midnight to 5am/Speed Limit	55545	\$1,146.58
					55545 Total	\$3,167.56
Halbakken	040322HALBAKKEN	001 000 382 10 00 01	The Mill - Deposit	LS22-Halbakken The Stack Rental 04/03/22 Deposit Refund	55546	\$100.00
					55546 Total	\$100.00
Hawksbeard HOA	0422 HAWKSBEARD	001 000 382 10 00 01	The Mill - Deposit	LS22-Barker Hartford Hall Rental 04/04/22 Deposit Refund	55547	\$250.00
					55547 Total	\$250.00
HERC Rentals Inc	32786081-001	101 016 544 90 31 02	ST-Operating Cost	Concrete Self Propel Saw/Road Saw Blade Rental	55548	\$606.65
HERC Rentals Inc	32789019-001	101 016 544 90 31 02	ST-Operating Cost	Roller Ride-On Rental	55548	\$192.33
					55548 Total	\$798.98
High Road Promotions LLC	4451	001 008 521 40 49 01	LE-Registration Fees	Track Rental 03/08 & 03/29	55549	\$700.00
					55549 Total	\$700.00
Honey Bucket	552676676	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Davies Beach	55550	\$249.50
Honey Bucket	552678979	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 8629 20th St SE	55550	\$170.50
Honey Bucket	552687091	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 1806 Main St North Cove	55550	\$459.13
Honey Bucket	552689365	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Catherine Creek Park	55550	\$156.75
					55550 Total	\$1,035.88
HRA VEBA Trust YA20192	40822	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	55505	\$16,137.66
					55505 Total	\$16,137.66
HSA Bank	40822	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	55506	\$125.00
					55506 Total	\$125.00
Hundred Public Safety Inc	1017	001 008 521 20 41 01	LE-Professional Serv-Fixed	(2) Coaching Sessions 03-2022	55551	\$300.00
					55551 Total	\$300.00
HW Lochner Inc	000017878-19	304 016 594 31 63 00	17005 - 24th St SE & 91st Ave	24th St SE/91st Ave SE Construction Admin	55552	\$3,919.37
					55552 Total	\$3,919.37
ICONIX Waterworks US Inc	U2216014893	410 016 531 10 31 02	SW - Operating Costs	Multi Purpose Saw Blade	55553	\$177.19
					55553 Total	\$177.19
Industrial Bolt & Supply Inc	782422-1	001 010 576 80 31 00	PK-Operating Costs	Drill Tips/Tie Wraps/Cable Slugs/Washers	55554	\$65.79
Industrial Bolt & Supply Inc	782422-1	101 016 544 90 31 02	ST-Operating Cost	Drill Tips/Tie Wraps/Cable Slugs/Washers	55554	\$65.78
Industrial Bolt & Supply Inc	782422-1	410 016 531 10 31 02	SW - Operating Costs	Drill Tips/Tie Wraps/Cable Slugs/Washers	55554	\$65.78
					55554 Total	\$197.35
Iron Mountain Quarry LLC	99225	101 016 544 90 31 02	ST-Operating Cost	Rock	55555	\$202.82
					55555 Total	\$202.82
Irwin	050122 IRWIN	001 008 521 20 43 00	LE-Travel & Per Diem	Marine Law Enforcement Training Meals Kennewick - D Irwin	55556	\$291.00
					55556 Total	\$291.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
J Thayer Co Inc	1584763-0	001 010 576 80 31 00	PK-Operating Costs	Disinfecting Wipes/Microfiber Wipes	55557	\$24.25
J Thayer Co Inc	1584763-0	101 016 544 90 31 01	ST-Office Supplies	Disinfecting Wipes/Microfiber Wipes	55557	\$24.25
J Thayer Co Inc	1584763-0	410 016 531 10 31 01	SW - Office Supplies	Disinfecting Wipes/Microfiber Wipes	55557	\$24.25
J Thayer Co Inc	1587026-0	001 010 576 80 31 00	PK-Operating Costs	Pens/Highlighters/Lead	55557	\$16.08
J Thayer Co Inc	1587026-0	101 016 544 90 31 02	ST-Operating Cost	Pens/Highlighters/Lead	55557	\$16.08
J Thayer Co Inc	1587026-0	410 016 531 10 31 02	SW - Operating Costs	Pens/Highlighters/Lead	55557	\$16.08
J Thayer Co Inc	1587121-0	001 010 576 80 31 00	PK-Operating Costs	Markers/Wireless Mouse	55557	\$31.04
J Thayer Co Inc	1587121-0	101 016 544 90 31 02	ST-Operating Cost	Markers/Wireless Mouse	55557	\$31.05
J Thayer Co Inc	1587121-0	410 016 531 10 31 02	SW - Operating Costs	Markers/Wireless Mouse	55557	\$31.04
					55557 Total	\$214.12
Lake Stevens Police Guild	40822	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	55507	\$1,122.00
					55507 Total	\$1,122.00
Lake Stevens Sewer District	12326.01 0422	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	55558	\$87.00
Lake Stevens Sewer District	13135.01 0422	101 016 543 50 47 00	ST-Utilities	Sewer - Decant Facility Acct 13135-01	55558	\$43.00
Lake Stevens Sewer District	13135.01 0422	410 016 531 10 47 00	SW - Utilities	Sewer - Decant Facility Acct 13135-01	55558	\$43.00
Lake Stevens Sewer District	2538.02 0422	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park Acct 2538-02	55558	\$172.00
Lake Stevens Sewer District	3628.02 0422	001 010 576 80 47 00	PK-Utilities	Sewer - Davies Beach Acct 3628-01	55558	\$86.00
Lake Stevens Sewer District	6294.04 0422	001 008 521 50 47 00	LE-Facility Utilities	Sewer - PD Evidence Bldg Acct 6294-04	55558	\$86.00
Lake Stevens Sewer District	6296.03 0422	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 6296-03	55558	\$172.00
Lake Stevens Sewer District	6390.03 0422	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Leased Comm Building Acct 6390-03	55558	\$137.60
Lake Stevens Sewer District	6666.01 0422	001 012 575 30 47 00	CS- Museum - Utilities	Sewer - Museum Acct 6666-01	55558	\$86.00
Lake Stevens Sewer District	6671.01 0422	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	55558	\$86.00
Lake Stevens Sewer District	6810.01 0422	001 012 575 50 47 00	CS- The Mill- Utilities	Sewer - The Mill Acct 6810-01	55558	\$172.00
Lake Stevens Sewer District	7002.01 0422	001 010 576 80 47 00	PK-Utilities	Sewer - North Cove Park Restroom 7002-01	55558	\$86.00
Lake Stevens Sewer District	8710.03 0422	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Training Bldg Acct 8710-03	55558	\$86.00
Lake Stevens Sewer District	9902.01 0422	001 012 572 20 47 00	CS- Library-Utilities	Sewer - Library Grade Rd Acct 9902-01	55558	\$86.00
					55558 Total	\$1,428.60
Land Development Consultants Inc	26996	304 016 595 30 60 02	Festival Street Restroom	On- Call Restroom/Concession Building Design	55559	\$3,526.25
Land Development Consultants Inc	27001	302 010 594 76 61 12	PM - North Cove Phase 3	Festival Street Parking Lot	55559	\$1,410.00
					55559 Total	\$4,936.25
Lemay Mobile Shredding Inc	4741238S185	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	55560	\$12.33
Lemay Mobile Shredding Inc	4742748S185	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	55560	\$36.99
					55560 Total	\$49.32
LN Curtis & Sons	INV581059	001 008 521 20 31 01	LE-Fixed Minor Equipment	Tie Bars	55561	\$119.41
LN Curtis & Sons	INV581693	001 008 521 20 31 02	LE-Minor Equipment	Long Sleeve Shirt - J Wachtveitl	55561	\$91.99
LN Curtis & Sons	INV581927	001 008 521 20 31 01	LE-Fixed Minor Equipment	Hero's Pride Metal Mouring Bands	55561	\$43.48
LN Curtis & Sons	INV582840	001 008 521 20 31 01	LE-Fixed Minor Equipment	Hero's Pride Metal Mouring Bands	55561	\$83.21
LN Curtis & Sons	INV583780	001 008 521 20 31 01	LE-Fixed Minor Equipment	Duty Gear Uniform Polos/Pants - D Thomas	55561	\$368.46
LN Curtis & Sons	INV583849	001 008 521 20 31 01	LE-Fixed Minor Equipment	Bullion Stars/Stripes Installed on Jacket - D Thomas	55561	\$62.48
LN Curtis & Sons	INV583923	001 008 521 20 31 01	LE-Fixed Minor Equipment	Mouring Bands	55561	\$22.02
LN Curtis & Sons	INV585223	001 008 521 20 31 02	LE-Minor Equipment	Uniform Hat - J Wachtveitl	55561	\$19.82
LN Curtis & Sons	INV585272	001 008 521 20 31 01	LE-Fixed Minor Equipment	Uniform Pants - D Thomas	55561	\$131.05
					55561 Total	\$941.92
Mels Inter-City Collision Inc	21289	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Towing Services PT-15-59	55562	\$100.46
					55562 Total	\$100.46
Monroe Correctional Complex	MCC2203.1299	001 010 576 80 31 00	PK-Operating Costs	DOC Work Crew 03-2022	55563	\$96.27
Monroe Correctional Complex	MCC2203.1299	101 016 544 90 31 02	ST-Operating Cost	DOC Work Crew 03-2022	55563	\$96.26
Monroe Correctional Complex	MCC2203.1299	410 016 531 10 31 02	SW - Operating Costs	DOC Work Crew 03-2022	55563	\$96.26
					55563 Total	\$288.79

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Motor Trucks International & Idealease Inc	1103P6361	001 010 576 80 31 00	PK-Operating Costs	Fuel/Water Separator	55564	\$13.27
Motor Trucks International & Idealease Inc	1103P6361	101 016 544 90 31 02	ST-Operating Cost	Fuel/Water Separator	55564	\$13.27
Motor Trucks International & Idealease Inc	1103P6361	410 016 531 10 31 02	SW - Operating Costs	Fuel/Water Separator	55564	\$13.27
					55564 Total	\$39.81
MRSC Rosters	61631	001 013 518 20 49 00	GG-Miscellaneous	MRSC Rosters	55565	\$425.00
					55565 Total	\$425.00
Nationwide	C-2361352 2022	111 008 521 20 40 00	Drug Seize - Canine Prof Serv	Annual Nationwide Pet Insurance - Cia	55566	\$1,738.82
					55566 Total	\$1,738.82
Nationwide Retirement Solution	41022	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	0	\$5,714.87
					0 Total	\$5,714.87
Nelson Petroleum Inc	0792675-IN	001 002 513 11 43 00	AD-Travel & Meetings	Fuel	55567	\$28.13
Nelson Petroleum Inc	0792675-IN	001 007 559 30 32 00	PB-Fuel	Fuel	55567	\$115.87
Nelson Petroleum Inc	0792675-IN	001 008 521 20 32 00	LE-Fuel	Fuel	55567	\$5,375.23
Nelson Petroleum Inc	0792675-IN	001 010 576 80 32 00	PK-Fuel Costs	Fuel	55567	\$830.00
Nelson Petroleum Inc	0792675-IN	101 016 542 30 32 00	ST-Fuel	Fuel	55567	\$1,660.00
Nelson Petroleum Inc	0792675-IN	410 016 531 10 32 00	SW - Fuel	Fuel	55567	\$1,660.00
					55567 Total	\$9,669.23
New York Life	40822	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	55508	\$199.00
					55508 Total	\$199.00
New York Life EFT	Mar-22	001 001 511 60 20 00	Legislative - Benefits	Life/Disability Ins Premiums	0	\$4.54
New York Life EFT	Mar-22	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	0	\$99.88
New York Life EFT	Mar-22	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	0	\$42.32
New York Life EFT	Mar-22	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	0	\$224.57
New York Life EFT	Mar-22	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	0	\$168.98
New York Life EFT	Mar-22	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	0	\$90.17
New York Life EFT	Mar-22	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	0	\$352.32
New York Life EFT	Mar-22	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	0	\$142.64
New York Life EFT	Mar-22	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	0	\$1,455.90
New York Life EFT	Mar-22	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	0	\$178.72
New York Life EFT	Mar-22	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	0	\$113.94
New York Life EFT	Mar-22	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	0	\$428.20
New York Life EFT	Mar-22	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	0	\$642.63
					0 Total	\$3,944.81
O Reilly Auto Parts	2960-318501	101 016 544 90 31 02	ST-Operating Cost	Car Wash Supplies	55568	\$55.32
O Reilly Auto Parts	2960-320076	101 016 544 90 31 02	ST-Operating Cost	Oil Filters	55568	\$15.37
O Reilly Auto Parts	2960-322082	101 016 544 90 31 02	ST-Operating Cost	Air Filters/Motor Oil	55568	\$218.07
O Reilly Auto Parts	2960-322449	101 016 544 90 31 02	ST-Operating Cost	Power Plug/Copper Plug	55568	\$18.48
					55568 Total	\$307.24
Office of the State Treasurer	03-2022 STATE	633 000 589 30 00 03	State Building Permit Remit	Building Code Fees 03-2022	55569	\$367.50
Office of the State Treasurer	03-2022 STATE	633 000 586 00 00 01	State Court Remit	State Court Fees 03-2022	55569	\$12,075.33
					55569 Total	\$12,442.83
Pacific Power Batteries	762922	101 016 544 90 31 02	ST-Operating Cost	Battery Charger	55570	\$116.29
					55570 Total	\$116.29
Pilchuck Veterinary Hospital	764399	111 008 521 20 40 00	Drug Seize - Canine Prof Serv	Cia Wellness Exam/Vaccines	55571	\$144.27
					55571 Total	\$144.27
Public Safety Testing Inc	2022-164	001 008 521 20 41 00	LE-Professional Services	Q1 2022 Recruiting Assistance - Police Officer	55572	\$490.00
					55572 Total	\$490.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Puget Sound Energy	22339471 0422	001 012 575 50 47 00	CS- The Mill- Utilities	Natural Gas - The Mill	55573	\$558.66
Puget Sound Energy	24316495 0422	001 010 576 80 47 00	PK-Utilities	Natural Gas - PW Shop	55573	\$253.70
Puget Sound Energy	24316495 0422	101 016 543 50 47 00	ST-Utilities	Natural Gas - PW Shop	55573	\$253.70
Puget Sound Energy	24316495 0422	410 016 531 10 47 00	SW - Utilities	Natural Gas - PW Shop	55573	\$253.70
Puget Sound Energy	24770236 0422	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept Evidence Bldg	55573	\$185.80
Puget Sound Energy	28663866 0422	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept	55573	\$367.48
Puget Sound Energy	28663874 0422	001 013 518 20 47 02	GG-Utilities for Rentals	Natural Gas - 1819 S Lake Stevens Rd	55573	\$103.75
Puget Sound Energy	3723810 0422	001 012 575 30 47 00	CS- Museum - Utilities	Natural Gas - Museum	55573	\$226.41
					55573 Total	\$2,203.20
Redefined Corp	382205	001 006 518 80 41 00	IT-Professional Services	Contract IT Services 03-2022	55574	\$6,440.00
					55574 Total	\$6,440.00
Retail Strategies LLC	862-1C	004 013 518 20 40 00	RR - Professional Services	Consulting Services re Retail Market/Recruitment	55575	\$11,250.00
					55575 Total	\$11,250.00
Rexel USA Inc	2R60824	101 016 544 90 31 02	ST-Operating Cost	Lighting	55576	\$201.78
					55576 Total	\$201.78
Right On Heating and Sheet Metal Inc	28938	001 008 521 50 48 00	LE-Facility Repair & Maint	Service Call - Furnace Inducer Replaced PD	55577	\$863.28
Right On Heating and Sheet Metal Inc	28951	001 012 572 20 48 00	CS- Library-Repair & Maint	Service Call - Adjust Volumn Dampers	55577	\$245.25
					55577 Total	\$1,108.53
RP Electronics Inc	6927	001 013 518 20 47 02	GG-Utilities for Rentals	Fire Alarm Monitoring 1819 S Lake Stevens Rd	55578	\$212.55
RP Electronics Inc	R38929	001 013 518 20 47 02	GG-Utilities for Rentals	Service Call-Fire Panel Trouble Shoot 1819 S Lake Stevens	55578	\$381.85
					55578 Total	\$594.40
SAFEbuilt Washington LLC	0085025-IN	001 007 558 50 41 04	Permit Related Professional Sr	Inspection Services 03-2022	55579	\$5,539.56
					55579 Total	\$5,539.56
Safety-Kleen Systems Inc	88285369	001 010 576 80 31 00	PK-Operating Costs	Parts Washer - Solvent	55580	\$90.50
Safety-Kleen Systems Inc	88285369	101 016 544 90 31 02	ST-Operating Cost	Parts Washer - Solvent	55580	\$90.51
Safety-Kleen Systems Inc	88285369	410 016 531 10 31 02	SW - Operating Costs	Parts Washer - Solvent	55580	\$90.51
					55580 Total	\$271.52
San Diego Police Equipment Co Inc	651548	001 008 521 20 31 01	LE-Fixed Minor Equipment	Ammunition - PO #1855	55581	\$1,794.92
					55581 Total	\$1,794.92
Sherwin-Williams Co	3253-2	101 016 544 90 31 02	ST-Operating Cost	Fast Dry Traffic Marking Paint	55582	\$166.99
Sherwin-Williams Co	9229-1	101 016 544 90 31 02	ST-Operating Cost	Paint & Tray	55582	\$40.18
					55582 Total	\$207.17
Smarsh Inc	INV-1945	510 006 518 80 49 05	LR - Smarsh	Archiving Platform	55583	\$748.80
					55583 Total	\$748.80
Snohomish County Cities	238 REISSUE	001 001 511 60 49 01	Legislative - Prof. Developmen	Reissue Ck #54767 - 2022 SnoCo Cities & Towns Membership	55584	\$200.00
					55584 Total	\$200.00
Snohomish County Conservation Dist	6133	410 016 531 10 41 01	SW - Professional Services	Grant Reimbursement Jan-March 2022	55585	\$883.89
					55585 Total	\$883.89
Snohomish County PUD	105767107	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	55586	\$244.25
Snohomish County PUD	105767107	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	55586	\$289.46
Snohomish County PUD	105767107	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	55586	\$27.61
Snohomish County PUD	105767107	001 012 557 30 40 01	CS- VIC Utilities	203582010 Visitor Information Center Electric	55586	\$151.27
Snohomish County PUD	109072364	001 010 576 80 47 00	PK-Utilities	222205049 Nourse Park Electric	55586	\$26.75
Snohomish County PUD	112353191	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	55586	\$93.53
Snohomish County PUD	112355651	001 012 575 30 47 00	CS- Museum - Utilities	200558690 Museum Electric/Water	55586	\$63.73
Snohomish County PUD	112356814	001 013 518 20 47 00	GG-Utilities	222931883 Row Club Electric 12308 17th Pl NE	55586	\$82.55
Snohomish County PUD	112356814	001 013 518 20 47 00	GG-Utilities	222931883 Row Club Water 12308 17th Pl NE	55586	\$25.49
Snohomish County PUD	115656028	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	55586	\$126.69
Snohomish County PUD	115658841	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	55586	\$57.03

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	115660391	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	55586	\$75.59
Snohomish County PUD	125593394	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Mobile Water/Electric	55586	\$151.12
Snohomish County PUD	128865585	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	55586	\$11,031.00
Snohomish County PUD	128865586	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	55586	\$1,503.44
Snohomish County PUD	128865587	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	55586	\$1,254.76
Snohomish County PUD	135483279	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Park Electric	55586	\$21.00
Snohomish County PUD	135486398	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Electric/Water	55586	\$133.05
					55586 Total	\$15,358.32
Snohomish County PUD	135487016	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	55587	\$49.28
Snohomish County PUD	138680893	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	55587	\$147.40
Snohomish County PUD	138683403	001 010 576 80 47 00	PK-Utilities	222942633 North Cove BBQ Shelter Electric	55587	\$315.53
Snohomish County PUD	138688588	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal/Street Lights	55587	\$92.71
Snohomish County PUD	142005433	001 010 576 80 47 00	PK-Utilities	222947715 Hartford Industrial Electric/Water	55587	\$79.93
Snohomish County PUD	142005433	101 016 543 50 47 00	ST-Utilities	222947715 Hartford Industrial Electric/Water	55587	\$79.93
Snohomish County PUD	142005433	410 016 531 10 47 00	SW - Utilities	222947715 Hartford Industrial Electric/Water	55587	\$79.92
Snohomish County PUD	145339381	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	55587	\$164.39
Snohomish County PUD	145342242	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	55587	\$177.62
Snohomish County PUD	145342242	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	55587	\$249.71
Snohomish County PUD	145342242	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	55587	\$168.69
Snohomish County PUD	145342242	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	55587	\$19.44
Snohomish County PUD	145342242	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	55587	\$82.65
Snohomish County PUD	145342242	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	55587	\$54.42
Snohomish County PUD	145342242	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	55587	\$32.21
Snohomish County PUD	145342242	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Electric	55587	\$390.28
Snohomish County PUD	145342242	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Water	55587	\$53.25
Snohomish County PUD	145343242	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	55587	\$53.76
Snohomish County PUD	145344036	001 010 576 80 47 00	PK-Utilities	222625881 Froniter Circle Water	55587	\$53.46
Snohomish County PUD	151927138	001 013 518 20 47 02	GG-Utilities for Rentals	222450314 Commercial Bldg 1819 S Lake Stevens Rd	55587	\$590.80
Snohomish County PUD	155175031	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	55587	\$28.37
Snohomish County PUD	164745792	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Area Lighting	55587	\$8.36
Snohomish County PUD	164745792	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Electric	55587	\$948.37
Snohomish County PUD	164745792	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Water	55587	\$198.70
Snohomish County PUD	167943744	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	55587	\$61.99
Snohomish County PUD	167944152	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	55587	\$51.58
					55587 Total	\$4,232.75
Snohomish County Treasurer	0322 TREASURER	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 03-2022	55588	\$195.33
					55588 Total	\$195.33
Sound Publishing Inc	EDH951624	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2022-0018 Grade Rd Self Storage	55589	\$77.52
Sound Publishing Inc	EDH952066	001 007 558 50 41 03	PL-Advertising	RFP Infrastructure and Market Analysis	55589	\$82.68
Sound Publishing Inc	EDH952217	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2022-0026 Mulvaney Dock	55589	\$94.72
					55589 Total	\$254.92
Sound Safety Products Co Inc	453544/1	001 010 576 80 26 00	PK-Clothing - Boot Allowance	Boots - MacDonald	55590	\$108.34
Sound Safety Products Co Inc	453544/1	101 016 542 30 26 00	ST-Clothing - Boot Allowance	Boots - MacDonald	55590	\$108.33
Sound Safety Products Co Inc	453544/1	410 016 531 10 26 00	SW - Clothing - Boot Allowance	Boots - MacDonald	55590	\$108.33
					55590 Total	\$325.00
State Auditors Office	L147750	001 004 514 23 41 00	FI-Professional Service	2020 Accountability/Federal/Financial Audit	55591	\$5,108.40
					55591 Total	\$5,108.40
Stericycle Inc	3005963143	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Waste Disposal	55592	\$10.36
					55592 Total	\$10.36

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Teamsters Local No 763	Mar-22	001 000 284 00 00 00	Payroll Liability Other	Union Dues	55509	\$1,344.00
					55509 Total	\$1,344.00
Teamsters Welfare Trust Dental EFT	41022	001 000 282 00 00 00	Payroll Liability Retirement	Teamsters Dental Premium	0	\$2,752.00
					0 Total	\$2,752.00
Technological Services Inc	22913	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Windshield Rpr/Steering Service/Express Lube PT-21-97	55593	\$395.04
Technological Services Inc	22930	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Battery Replace/Brake Repair/Express Lube I-15-70	55593	\$945.87
Technological Services Inc	22942	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Brake Inspect/Wipers K9-18-85	55593	\$193.86
Technological Services Inc	22960	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Tire Rot/Brake Inspect PT-19-83	55593	\$133.47
Technological Services Inc	22973	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Tire Rot/Brake Inspect A-14-68	55593	\$152.43
Technological Services Inc	22984	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Tire Rot/Brake Inspect/Wiper I-17-73	55593	\$112.04
Technological Services Inc	22989	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Filters/Cooling System/Drive Belts PT-16-60	55593	\$500.41
Technological Services Inc	22998	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Running Board Install PS-17-71	55593	\$241.78
Technological Services Inc	23035	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Filters/Brake Inspect PT-21-93	55593	\$239.31
					55593 Total	\$2,914.21
Thompson Guildler & Associates Inc PS	917	001 011 515 45 41 00	Ext Litigation - City Atty	Legal Services - Litigation 79th St	55594	\$5,853.75
					55594 Total	\$5,853.75
ULINE	146984652	001 013 518 20 31 00	GG-Operating Costs	Backpack Vacuum/Misc Cleaning Supplies/Telescopic Pole	55595	\$2,362.61
ULINE	147301947	101 016 542 90 31 01	ST-Clothing	Lime Vests (6)	55595	\$171.23
ULINE	147301948	101 016 542 90 31 01	ST-Clothing	Safety Vests/Gloves/Hard Hats/Reflective Tape	55595	\$1,581.70
ULINE	147332718	001 010 576 80 31 00	PK-Operating Costs	Mesh File Sorter	55595	\$23.75
ULINE	147332718	101 016 544 90 31 01	ST-Office Supplies	Mesh File Sorter	55595	\$23.75
ULINE	147332718	410 016 531 10 31 01	SW - Office Supplies	Mesh File Sorter	55595	\$23.75
					55595 Total	\$4,186.79
UPS	0000074Y42142	001 008 521 20 42 00	LE-Communication	Evidence Shipping	55596	\$27.59
UPS	0000074Y42152	001 008 521 20 42 00	LE-Communication	Evidence Shipping	55596	\$13.69
					55596 Total	\$41.28
US Bank St Paul	1974948	210 000 592 18 83 00	2008 Bond Interest Payment	LAKSGOREF08A - Series 2008A Interest	55597	\$25,852.50
US Bank St Paul	1974948	210 070 592 35 83 00	2008 Bond Interest Payment	LAKSGOREF08A - Series 2008A Interest	55597	\$2,600.00
					55597 Total	\$28,452.50
US Bank St Paul	1975768	215 000 592 95 80 00	2021A LTGO Interest Pmt	LAKSLTGO21A - 2021A Interest	55598	\$132,400.00
					55598 Total	\$132,400.00
Vantagepoint Transfer Agents - 108991	725721	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	55510	\$435.73
					55510 Total	\$435.73
Vantagepoint Transfer Agents - 307428	725726	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	55511	\$1,764.69
					55511 Total	\$1,764.69
Verizon Northwest	9903126137	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service	55599	\$294.63
Verizon Northwest	9903126137	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service	55599	\$43.16
Verizon Northwest	9903126137	001 002 513 11 42 00	AD-Communications	Wireless Phone Service	55599	\$47.09
Verizon Northwest	9903126137	001 003 514 20 42 00	CC-Communications	Wireless Phone Service	55599	\$79.18
Verizon Northwest	9903126137	001 004 514 23 42 00	FI-Communications	Wireless Phone Service	55599	\$84.18
Verizon Northwest	9903126137	001 005 518 10 42 00	HR-Communications	Wireless Phone Service	55599	\$173.36
Verizon Northwest	9903126137	001 006 518 80 42 00	IT-Communications	Wireless Phone Service	55599	\$415.50
Verizon Northwest	9903126137	001 007 558 50 42 00	PL-Communication	Wireless Phone Service	55599	\$455.90
Verizon Northwest	9903126137	001 007 559 30 42 00	PB-Communication	Wireless Phone Service	55599	\$244.22
Verizon Northwest	9903126137	001 010 576 80 42 00	PK-Communication	Wireless Phone Service	55599	\$577.51
Verizon Northwest	9903126137	101 016 543 30 42 00	ST-Communications	Wireless Phone Service	55599	\$577.50
Verizon Northwest	9903126137	410 016 531 10 42 00	SW - Communications	Wireless Phone Service	55599	\$577.50
					55599 Total	\$3,569.73

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Warbis	020322 WARBIS	001 008 521 20 43 00	LE-Travel & Per Diem	Use of Force Core Principals Conf - Hotel S Warbis	55600	\$105.60
Warbis	050922 WARBIS S	001 008 521 20 43 00	LE-Travel & Per Diem	Homicide Investigators Training Meals Suquamish - S Warbis	55600	\$200.00
					55600 Total	\$305.60
Washington State Dept of Enterprise Svcs	71137821	101 016 542 30 49 01	ST-Staff Development	Success Habits/Violence in Workplace Registration - Bredstrand	55601	\$275.00
					55601 Total	\$275.00
Washington State Support Registry	41022	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	0	\$344.50
					0 Total	\$344.50
Wave Broadband	103946401-0009419	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	55602	\$633.27
Wave Broadband	103946401-0009419	001 002 513 11 42 00	AD-Communications	Telephone Service	55602	\$70.25
Wave Broadband	103946401-0009419	001 003 514 20 42 00	CC-Communications	Telephone Service	55602	\$140.50
Wave Broadband	103946401-0009419	001 004 514 23 42 00	FI-Communications	Telephone Service	55602	\$140.50
Wave Broadband	103946401-0009419	001 005 518 10 42 00	HR-Communications	Telephone Service	55602	\$70.25
Wave Broadband	103946401-0009419	001 006 518 80 42 00	IT-Communications	Telephone Service	55602	\$210.75
Wave Broadband	103946401-0009419	001 007 558 50 42 00	PL-Communication	Telephone Service	55602	\$456.86
Wave Broadband	103946401-0009419	001 007 559 30 42 00	PB-Communication	Telephone Service	55602	\$70.25
Wave Broadband	103946401-0009419	001 008 521 20 42 00	LE-Communication	Telephone Service	55602	\$2,389.44
Wave Broadband	103946401-0009419	001 012 575 30 42 00	CS- Museum - Communications	Telephone Service	55602	\$70.25
Wave Broadband	103946401-0009419	001 012 575 50 42 00	CS- The Mill- Communication	Telephone Service	55602	\$70.25
Wave Broadband	103946401-0009419	001 013 518 20 42 00	GG-Communication	Telephone Service	55602	\$281.00
Wave Broadband	103946401-0009419	101 016 543 30 42 00	ST-Communications	Telephone Service	55602	\$404.30
Wave Broadband	103946401-0009419	410 016 531 10 42 00	SW - Communications	Telephone Service	55602	\$404.29
					55602 Total	\$5,412.16
West Coast Pet Memorial Services	WA70314-I-0040	101 016 544 90 31 02	ST-Operating Cost	Animal Cremation Services 03-2022	55603	\$122.00
					55603 Total	\$122.00
Western Conference of Teamsters Pension Trust	40822	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	55512	\$2,999.41
					55512 Total	\$2,999.41
WM Corporate Services Inc	0909190-4968-5	410 016 531 10 45 00	SW - Dumpster Service	Dumpster Service - 12699 36th St NE	55604	\$124.11
					55604 Total	\$124.11
Ziply Fiber	04-2022 ZIPLY	001 012 575 30 47 00	CS- Museum - Utilities	Telephone Services Museum	55605	\$217.47
Ziply Fiber	04-2022 ZIPLY	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	55605	\$60.41
					55605 Total	\$277.88

CITY COUNCIL STAFF REPORT



Agenda Date: 4/26/2022

Subject: MOU to Reclassify Police Support Officer Position

Contact Person/Department: Jeffrey Beazizo, Anya Warrington, Police Department

Budget Impact: N/A - Salary range remains the same.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED::

Approve the Mayor to sign the Memo of Understanding between the City of Lake Stevens and the Lake Stevens Police Guild regarding the reclassification of the Police Support Officer to Community Service Officer.

SUMMARY/BACKGROUND:

The city's Police Support Officer retired in March 2022, leaving the position vacant. Prior to recruiting, the Police command staff analyzed and revised the job duties to better serve the community and operational needs of the police department. Additionally, in 2021 SB 5057 redefined "reserve officer" to include limited commission peace officers which would require limited commission officers to attend the Basic Law Enforcement Academy. For these reasons, the Police Chief requests to reclassify the Police Support Officer to Community Service Officer (CSO). Basic duties of the CSO include investigating and enforcing animal complaints, providing traffic control at city events or incidents, crime prevention and community interaction, and assisting public information officer with social media engagements and posts on department accounts. The Community Services Officer will not be limited commission and thus not authorized to carry a firearm, nor shall the Community Services Officer have the power of arrest or to issue criminal citations.

The reclassification of this position has been reviewed by the Lake Stevens Police Guild, human resources and legal.

APPLICABLE CITY POLICIES:

Employee Handbook Policy 4.08 Position Reclassifications

ATTACHMENTS:

1. Guild MOU re PSO to CSO
2. CSO Job Description_DRAFT

MEMORANDUM OF UNDERSTANDING
by and between
City of Lake Stevens, Washington
and
The Lake Stevens Police Guild
(Representing the Limited/Non-Commissioned Employees)
January 01, 2022 through December 31, 2024

IT IS UNDERSTOOD AND AGREED by the parties, City of Lake Stevens, Washington (hereafter “City”), and The Lake Stevens Police Guild (hereafter “Guild”), to enter into this agreement as follows:

WHEREAS, the City and the Guild negotiated a collective bargaining agreement for the period of January 01, 2022 through December 31, 2024;

WHEREAS, the Police Support Officer position no longer fulfills the operational needs of the Police Department;

WHEREAS, the Police Department has determined that a Community Service Officer is needed to support the operational needs of the Police Department;

WHEREAS, the duties of the Police Support Officer position and Community Service Officer position are comparable in compensation;

THEREFORE, the Police Support Officer position is eliminated and replaced by the Community Service Officer position effective May 1, 2022;

THEREFORE, the 2022 wages of Community Service Officer will be the same as the Police Support Officer position it replaces:

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Community Service Officer	CSO	\$5,156.74	\$5,371.60	\$5,595.42	\$5,828.56	\$6,071.42	\$6,324.40

All other sections of the collective bargaining agreement and memoranda of understanding remain unchanged.

LAKE STEVENS POLICE GUILD

CITY OF LAKE STEVENS

James Barnes, President

Brett Gailey, Mayor

Dated: _____

Dated: _____



CITY OF LAKE STEVENS JOB DESCRIPTION



POSITION TITLE:	Community Service Officer
DEPARTMENT:	Police Department
SUPERVISOR:	Support Services Sergeant
CLASSIFICATION:	FLSA Non-exempt; Union
ESTABLISHED DATE:	April 1, 2022

POSITION PURPOSE:

Provide a wide range of police services to the public including but not limited to investigating and enforcing animal complaints, providing traffic control at city events or incidents, crime prevention and community interaction, and assisting public information officer with social media engagements and posts on department accounts.

ESSENTIAL DUTIES AND RESPONSIBILITIES - *Essential duties and responsibilities may include, but are not limited to, the following:*

Task-Specific:

- Enforces municipal ordinances and regulations related to animal control for civil infractions
- Investigates and resolves complaints and reported problems related to animal control
- Partners with patrol and investigations units to investigate animal-related criminal violations
- Patrols the city to locate, apprehend and return animals to owners or impound animals running loose
- Responds to and investigates citizen complaints of stray animals and animal nuisances
- Issues verbal and written warnings, infractions and letters of declaration
- Tracks and maintains animal control and licenses in police database
- Reconciles charges for auxiliary services provided by vets, animal shelters and other agencies
- Transports apprehended animals to the animal shelter, or local veterinary medical facilities in the case of injury or neglect
- Educates pet owners about spaying, neutering and responsible pet ownership
- Works with community groups to plan, organize and present animal care and control outreach education programs as assigned; education topics may include animal adoption, alternatives to sheltering, City licensing requirement, animal services laws and ordinances
- Maintains records of animal bites and quarantines; coordinates with health officials regarding notifications and requirements, if needed
- Prepares and maintains a variety of electronic reports, records and logs that record daily activities and incidents; provides backup and follow-up records when needed
- Organizes and prioritizes routine and emergency calls, takes appropriate action or relays the information to the proper authority
- Develops, presents and participates in community crime prevention programs and provides education to citizens and businesses including Animal Control Practices and Regulations, Communities That Care, Block Watch, Traffic Safety, National Night Out, Social Media Campaigns, Personal Safety, Internet and Your Child, Car Seat Clinics, etc.

- Assists in creating, updating and maintaining forms and educational or promotional brochures as needed
- Testifies in court about actions related to enforcement of animal control
- Partners with the City's legal advisors regarding animal-related matters
- Operates, maintains and sanitizes assigned department vehicle and other equipment and supplies as needed
- Conducts child passenger safety inspections and maintains certification
- Participates in the City's emergency preparedness planning and disaster response efforts; aids in the response to animal-related issues and needs in emergency situations
- May serve as backup to the Evidence Technician as needed, which may include crime scene processing
- Researches and recommends animal ordinance modifications and represents the department at City Council meetings regarding recommendations as requested
- Assists with community events including but not limited to Citizen Academy and Aquafest
- Conducts traffic control at community events and scene road closures, and as otherwise required
- Maintain regular, predictable and reliable attendance during scheduled hours
- Required to occasionally work nights and weekends to attend community meetings and events

Peripheral Duties:

- Perform other duties as assigned

Organizational-Specific:

- Endorses, supports and defends organizational objectives by complying with organizational rules, procedures and values; suggesting improvements; and conveying a positive and professional image of the agency
- Creates a positive team environment through accountability, courtesy, respect, support, and cooperation
- Assists other police department work units, city departments and outside agencies as necessary, in a professional and respectful way
- Demonstrates initiative consistent with job expectations to improve both personal and organizational performance
- Avoids destructive organizational behavior toward the agency, and its employees

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

See the attached questionnaire for position specific physical requirements and typical working conditions. The physical demands and work environment characteristics described in the attached form and below are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disability to perform the essential functions.

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. The work environment consists of approximately 60% of the time outdoors and/or in a vehicle, and approximately 40% of the time in an office environment. Will interact with aggressive, injured, sick, diseased, and otherwise uncooperative dogs and other animals, and utilize various animal control and capture equipment such as nets, leashes, muzzles, traps, ropes, cages, and snare poles. May be exposed to animal blood or bodily fluids. Will have contact with dissatisfied, angry and verbally abusive individuals.

While working outdoors, the incumbent is regularly exposed to wet, hot and/or humid conditions; regularly works outside in all weather conditions such as wind, rain, sun and snow.

The work schedule is typically Monday – Friday, late morning to early evening hours (e.g., 10:00 a.m. to 6:30 p.m.). Required to occasionally work nights and weekends to attend community meetings and events.

QUALIFICATIONS:

Education, Training and Experience Guidelines

Education:

- High school diploma or equivalent;
- Associate Degree in a related field, preferred

AND

Experience (at least one of the following):

- Minimum one year of experience working in a criminal justice setting, preferred
- Minimum one year of experience working with animal or related activities
- Minimum one year of experience in an animal shelter, kennel, veterinarian's office, or similar work environment
- Minimum one year of experience working with community outreach or crime prevention programs

OR

- Any combination of education and experience, which provides the applicant with the desired skills, knowledge and ability required to perform the job, may be substituted for these qualifications.

Knowledge of:

- Operations, functions, procedures, and policies of a police department
- Operations within city government, including what resources each department provides the public
- Methods, equipment, materials, and techniques used in animal care, control, restraint, and shelter/housing of animals

Skilled in:

- Using sound judgment under stress
- Interpreting, applying and explaining laws, regulations and procedures
- Evaluating factors, solving problems and using deductive reasoning
- Modern office practices, procedures and equipment including computers and software; applications such as word processing, spreadsheet programs and records management systems, (e.g., Microsoft Office, Teams, SharePoint)
- Maintaining a variety of complex databases, records and reports
- Operation and understanding of printers, fax machines, copiers, and other typical office equipment
- Records management, maintaining case files and preparing reports
- Interpersonal communication skills including, but not limited to mediation of conflict, tact, diplomacy, professionalism, empathy, and sensitivity
- Understanding and following verbal and written directions and instructions
- Communicating effectively verbally and in writing
- Writing and speaking the English language with sufficient proficiency to communicate effectively in person, over police radios, by telephone, and through written reports

Ability to:

- Work varied hours, weekends and holidays to address serious issues during non-business hours
- Navigate city streets and geography
- Read and use city maps and identify proper locations and addresses
- Safely and efficiently capture and control animals
- Handle dogs and other animals, often under difficult or stressful circumstances
- Utilize cell phones, radio, laptop computer or tablet, and other communications devices
- Utilize various animal control/capture equipment such as nets, leashes, muzzles, traps, ropes, cages, and snare poles
- Analyze situations accurately and adopt an effective course of action
- Learn the policies, procedures, activities, and programs of an assigned area or office quickly and accurately
- Write correspondence and routine reports; proofread and edit as needed
- Handle confidential information in a sensitive manner; maintain confidentiality
- Communicate with tact and diplomacy
- Establish and maintain effective working relationships with staff, management, vendors, outside agencies, community groups, and the general public
- Participate as a contributing member of a service-oriented team
- Present a positive image of the city in a variety of circumstances
- Organize and prioritize work assignments to meet schedules and timelines; maximize efficiency
- Utilize social media, computer software programs, applications, and other relevant software affecting assigned work and in compiling and preparing spreadsheets
- Take initiative with little direct supervision
- Understand and follow complex oral and written instructions
- Learn evidence booking processes and procedures

LICENSES, CERTIFICATIONS AND OTHER REQUIREMENTS:

- Must be at least twenty-one years of age
- Valid Washington State driver's license or ability to obtain by time of hire and a driving record which meets the city's requirements
- Completion of position-relevant background check including a polygraph examination
- Ability to become WSP Access Level 1 certified within six months of hire and maintain certification
- Ability to become a Child Passenger Safety (CPS) Technician within six months of hire and maintain certification
- Ability to obtain and maintain all federal, state, city, and department required trainings and certifications
- Ability to complete a certified and approved Animal Control Academy within one year of hire

This position description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

EMPLOYEE NAME (printed)

EMPLOYEE ACKNOWLEDGEMENT

____/____/____
DATE

CITY COUNCIL STAFF REPORT



Agenda Date: 4/26/2022

Subject: Ordinance 1138 - 2022 Budget Amendment #1

Contact Person/Department: Barb Stevens, Finance

Budget Impact: The budget ordinance will amend the beginning and ending balances, revenues and expenditures in the funds set forth in the ordinance.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED::

Approve Ordinance No. 1138 Amending the 2022 Budget Ordinance No. 1128

SUMMARY/BACKGROUND:

No changes have been made to the budget amendment since being presented to City Council on April 19th.

Throughout the year, the City Council authorizes various purchase requests and agreements. At the time of authorization, the budget impact is presented to the Council as part of the information required in order for the Council to make an informed decision. The budget amendment follows to adjust the specific line items that will be affected by purchase or contract award.

Due to revenue receipts and expenditure costs outside of the expected values during the 2022 budget process, the 2021 ending fund balances are different from what was adopted in the 2022 budget as beginning balances. The amendments made to beginning fund balances reflect the current 2021 ending fund balances.

In addition to the beginning balances, amendments are being proposed to revenue and expenditure line items throughout the funds. Proposed amendments are based on changes in estimates (based on prior year actuals and current year actuals to date), prior year budgeted items not completed during the year (need reauthorization), new requests, or other obligations.

Summary of Ordinance 1138 - Amendment #1 to the 2022 Budget – CITYWIDE

Budget Action	Budgeted Beginning Balance	Budgeted Resources	Budgeted Expenditures	Budgeted Ending Balance
2021 Original Budget - 1128	\$38,349,815	\$46,904,086	\$48,321,165	\$36,932,736
Budget Amendment #1 - 1138	\$15,736,934	\$421,694	\$17,901,008	(\$1,742,380)
Totals	\$54,086,749	\$47,325,780	\$66,222,173	\$35,190,356

Summary of Ordinance 1138 - Amendment #1 to the 2022 Budget – CITYWIDE

Fund #	Fund Name	Change in Beginning Balance	Change in Resources	Change in Expenditures	Change in Ending Balance
001	General	\$183,302	\$4,623	\$1,245,458	(\$1,057,533)
101	Street	\$292,106	\$10,000	\$218,828	\$83,278
111	Drug Seizure & Forfeiture	\$2,328	\$0	\$0	\$2,328
112	Municipal Arts Fund	\$12,670	\$0	\$16,180	(\$3,510)
301	Cap. Proj.-Dev. Contrib.	\$51,413	\$0	\$109,692	(\$58,279)
302	Park Mitigation	\$672,762	\$0	\$666,662	\$6,100
303	Cap. Imp.-REET	(\$62,929)	\$0	\$0	(\$62,929)
304	Cap. Improvements	\$2,102,484	\$5,000	\$3,034,958	(\$827,474)
307	Infrastructure Capital Project	\$11,381,900	\$400,984	\$11,783,083	\$0
309	Sidewalk Capital Project	\$207,865	\$0	\$194,961	\$12,904
401	Sewer	\$1,930	\$0	\$0	\$1,930
410	Storm and Surface Water	\$222,472	\$1,067	\$51,760	\$171,779
411	Storm Water Capital	\$455,542	\$0	\$433,922	\$21,620
501	Unemployment	(\$2,533)	\$0	\$0	(\$2,533)
510	Equipment Fund - Computers	\$30,854	\$0	\$30,000	\$854
520	Equipment Fund-Police	\$81,896	\$0	\$12,500	\$69,396
530	Equipment Fund-PW	\$82,778	\$0	\$82,800	(\$22)
540	Aerator Equip (Lake Treatment)	\$25,456	\$20	\$25,566	\$0
633	Treasurer's Trust	(\$5,362)	\$0	(\$5,362)	\$0
	Total	\$15,736,934	\$421,694	\$17,901,008	(\$1,742,380)

Budgeted staffing changes include:

Add: (1) Event Recreation Specialist

Updated Position Titles - (to create hiring flexibility or better align with the position duties)

- Planner (Assistant or Associate)
- Building Inspectors (Experience Level I or II)

- Permit (Lead or Supervisor
- Police Support Officer to Community Support Officer

APPLICABLE CITY POLICIES:

In accordance with the Financial Management Policies, Budget Themes and Policies, and the Revised Code of Washington, changes in the adopted budget must be brought before the City Council.

ATTACHMENTS:

1. Ordinance No. 1138 - 2022 Budget Amendment

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON
ORDINANCE NO. 1138**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE 2022 BUDGET AS SET FORTH IN ORDINANCE NO. 1128 CONCERNING FUND BALANCES, REVENUES AND EXPENDITURES FOR VARIOUS FUND BALANCES FOR THE YEAR 2022; PROVIDING FOR SUMMARY PUBLICATION BY ORDINANCE TITLE, AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake Stevens adopted the 2022 budget pursuant to Ordinance No. 1128; and

WHEREAS, the City of Lake Stevens will receipt revenues and incur expenditures in categories and amounts other than anticipated in the adopted 2022 budget; and

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

SECTION 1. The 2022 budget, as adopted in Ordinance No. 1128, is hereby amended as follows:

<i>Fund</i>	<i>Description</i>	<i>Current Budget</i>	<i>Amended Budget</i>	<i>Amount of Inc/(Dec)</i>	<i>ExpRev</i>
001 - General	Beginning Fund Balance	\$19,628,822	\$19,812,124	\$183,302	BegBal.
001 - General	Revenues	\$23,168,681	\$23,173,304	\$4,623	Rev.
001 - General	Expenditures	\$28,068,896	\$29,314,354	\$1,245,458	Exp.
001 - General	Ending Fund Balance	\$14,728,607	\$13,671,074	(\$1,057,533)	EndBal.
101 - Street	Beginning Fund Balance	\$2,174,180	\$2,466,286	\$292,106	BegBal.
101 - Street	Revenues	\$2,693,800	\$2,703,800	\$10,000	Rev.
101 - Street	Expenditures	\$2,925,104	\$3,143,932	\$218,828	Exp.
101 - Street	Ending Fund Balance	\$1,942,876	\$2,026,154	\$83,278	EndBal.
111 - Drug Seizure & Forfeiture	Beginning Fund Balance	\$61,731	\$64,059	\$2,328	BegBal.
111 - Drug Seizure & Forfeiture	Ending Fund Balance	\$76,831	\$79,159	\$2,328	EndBal.
112 - Municipal Arts	Beginning Fund Balance	\$3,509	\$16,179	\$12,670	BegBal.
112 - Municipal Arts	Expenditures	\$0	\$16,180	\$16,180	Exp.
112 - Municipal Arts	Ending Fund Balance	\$3,519	\$9	(\$3,510)	EndBal.
301 - Cap. Proj - Dev. Contrib.	Beginning Fund Balance	\$3,713,270	\$3,764,683	\$51,413	BegBal.
301 - Cap. Proj - Dev. Contrib.	Expenditures	\$900,000	\$1,009,692	\$109,692	Exp.
301 - Cap. Proj - Dev. Contrib.	Ending Fund Balance	\$4,411,270	\$4,352,991	(\$58,279)	EndBal.
302 - Park Mitigation	Beginning Fund Balance	\$340,538	\$1,013,300	\$672,762	BegBal.
302 - Park Mitigation	Expenditures	\$835,000	\$1,501,662	\$666,662	Exp.
302 - Park Mitigation	Ending Fund Balance	\$316,288	\$322,388	\$6,100	EndBal.
303 - Cap. Imp. - REET I	Beginning Fund Balance	\$5,734,053	\$5,671,124	(\$62,929)	BegBal.
303 - Cap. Imp. - REET I	Ending Fund Balance	\$6,363,534	\$6,300,605	(\$62,929)	EndBal.
304 - Cap. Imp. - REET II	Beginning Fund Balance	\$2,426,703	\$4,529,187	\$2,102,484	BegBal.
304 - Cap. Imp. - REET II	Revenues	\$6,600,000	\$6,605,000	\$5,000	Rev.
304 - Cap. Imp. - REET II	Expenditures	\$3,916,537	\$6,951,495	\$3,034,958	Exp.
304 - Cap. Imp. - REET II	Ending Fund Balance	\$5,110,166	\$4,182,692	(\$927,474)	EndBal.
307 - Infrastructure Capital Project	Beginning Fund Balance	\$0	\$11,381,900	\$11,381,900	BegBal.
307 - Infrastructure Capital Project	Ending Fund Balance	\$0	(\$199)	(\$199)	BegBal.
307 - Infrastructure Capital Project	Revenues	\$0	\$400,984	\$400,984	Rev.
307 - Infrastructure Capital Project	Expenditures	\$0	\$11,783,083	\$11,783,083	Exp.
309 - Sidewalk Capital Projects	Beginning Fund Balance	\$503,848	\$711,713	\$207,865	BegBal.

309 - Sidewalk Capital Projects	Expenditures	\$269,155	\$464,116	\$194,961	Exp.
309 - Sidewalk Capital Projects	Ending Fund Balance	\$235,493	\$248,397	\$12,904	EndBal.
401 - Sewer	Beginning Fund Balance	\$392	\$2,322	\$1,930	BegBal.
401 - Sewer	Ending Fund Balance	\$492	\$2,422	\$1,930	EndBal.
410 - Storm & Surface Water	Beginning Fund Balance	\$1,966,591	\$2,189,063	\$222,472	BegBal.
410 - Storm & Surface Water	Revenues	\$4,260,100	\$4,261,167	\$1,067	Rev.
410 - Storm & Surface Water	Expenditures	\$5,343,376	\$5,395,136	\$51,760	Exp.
410 - Storm & Surface Water	Ending Fund Balance	\$883,315	\$1,055,094	\$171,779	EndBal.
411 - Storm Water Capital	Beginning Fund Balance	\$384,384	\$839,926	\$455,542	BegBal.
411 - Storm Water Capital	Expenditures	\$355,000	\$788,922	\$433,922	Exp.
411 - Storm Water Capital	Ending Fund Balance	\$1,784,984	\$1,806,604	\$21,620	EndBal.
501 - Unemployment Fund	Beginning Fund Balance	\$41,376	\$38,843	(\$2,533)	BegBal.
501 - Unemployment Fund	Ending Fund Balance	\$26,416	\$23,883	(\$2,533)	EndBal.
510 - Equip Fund - Computer	Beginning Fund Balance	\$201,108	\$231,962	\$30,854	BegBal.
510 - Equip Fund - Computer	Expenditures	\$396,170	\$426,170	\$30,000	Exp.
510 - Equip Fund - Computer	Ending Fund Balance	\$179,138	\$179,992	\$854	EndBal.
520 - Equip Fund - Police	Beginning Fund Balance	\$328,265	\$410,161	\$81,896	BegBal.
520 - Equip Fund - Police	Expenditures	\$194,231	\$206,731	\$12,500	Exp.
520 - Equip Fund - Police	Ending Fund Balance	\$436,284	\$505,680	\$69,396	EndBal.
530 - Equip Fund - PW	Beginning Fund Balance	\$779,611	\$862,389	\$82,778	BegBal.
530 - Equip Fund - PW	Expenditures	\$618,000	\$700,800	\$82,800	Exp.
530 - Equip Fund - PW	Ending Fund Balance	\$362,411	\$362,389	(\$22)	EndBal.
540 - Aerator Replacement	Beginning Fund Balance	\$0	\$25,456	\$25,456	BegBal.
540 - Aerator Replacement	Revenues	\$0	\$20	\$20	Rev.
540 - Aerator Replacement	Expenditures	\$0	\$25,566	\$25,566	Exp.
540 - Aerator Replacement	Ending Fund Balance	\$0	(\$90)	(\$90)	EndBal.
633 - Treasurer's Trust	Beginning Fund Balance	\$5,362	\$0	(\$5,362)	BegBal.
633 - Treasurer's Trust	Expenditures	\$380,462	\$375,100	(\$5,362)	EndBal.

SECTION 2. Except as set forth above, all other provisions of Ordinance 1128 shall remain in full force, unchanged.

SECTION 3. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in force five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 26th day of April, 2022.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

Presented: April 19, 2022
Final Reading: April 26, 2022

Published:
Effective:



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: April 26, 2022

Subject: Amendment to LSMC 14.80.010 re: 2018 IRC Sprinklers

Contact

Person/Department: Carol Manus, Building Official

Budget Impact: N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

SUMMARY/BACKGROUND: Staff recently identified an error in the 2018 Building Code, as adopted by Ordinance No. 1109. The sentence related Appendix U, Dwelling Unit Fire Sprinkler Systems was not omitted from the list of eligible local amendments. Appendices are adopted by local jurisdictions at their discretion – Appendix U requires that all new dwelling units and townhouses have fire sprinklers. The inclusion of this appendix was done so in error as it was not discussed or recommended for adoption. This section has not been implemented in practice and wasn't adopted in Chapter 14.84 (Fire Code). The proposed correction would amend LSMC 14.80.010(b) by removing the reference related to the adoption of Appendix U (residential fire sprinklers).

Staff will bring this item back for a public hearing to amend the code over the next couple of months.

APPLICABLE CITY POLICIES: Chapter 14.80 Lake Stevens Municipal Code – Building and Construction

BUDGET IMPACT: N/A

ATTACHMENTS: Draft Ordinance 1136

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1136

~~AN ORDINANCE OF THE CITY OF LAKE STEVENS, AMENDING LSMC 14.80.010(b) – REMOVING REFERENCES TO APPENDIX U, DWELLING UNIT FIRE SPRINKLER SYSTEMS RELATED TO THE ADOPTION OF THE 2018 INTERNATIONAL BUILDING CODE; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE. AN ORDINANCE OF THE CITY OF LAKE STEVENS, AMENDING PORTIONS OF ORD. NO. 972 833, 811, 778, 746 AND 1109 CODIFIED AS LAKE STEVENS MUNICIPAL CODE (LSMC) CHAPTER 14.80 ENTITLED “BUILDING AND CONSTRUCTION”; AND AMENDING PORTIONS OF ORD. NO. 972, 775 CODIFIED AS LSMC CHAPTER 14.84 ENTITLED “FIRE CODE” – REVISING AND UPDATING THESE CITY REGULATIONS TO COMPLY WITH WASHINGTON STATE’S ADOPTION OF THE 2018 INTERNATIONAL CODE COUNCIL EDITIONS OF INTERNATIONAL CODES; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.~~

WHEREAS, in January 2021, the Washington State Building Code Council voted to adopt the 2018 Editions of the International Code Group, with some changes; and

WHEREAS, these new codes become effective in Washington State on February 1, 2021; and

WHEREAS, state building code regulations (RCW 19.27.031) require all counties and cities to have state building codes in effect; and

~~WHEREAS, the City Council adopted revisions to the International Fire and Building Codes by Ordinance 1109 on February 1st, 2021. WHEREAS, the City Council finds that adoption of “Building and Construction” and “Fire Code” and all adoptable Fire Code Appendices, except “A”, “J”, and “L” regulations are instrumental in protecting personal property, health and safety of the general public; and~~

~~WHEREAS, a reference to Appendix U, Dwelling Unit Fire Sprinkler Systems was inadvertently included in the list local amendments.~~

WHEREAS, this action is exempt from the requirements of the State Environmental Policy Act pursuant to WAC 197-11-800(19) and LSMC 16.04; and

WHEREAS, amendments to Chapters 14.80 LSMC do not require Planning Commission pursuant to LSMC 14.16C.075(e)(2) and (3); and

WHEREAS, draft amendments to LSMC 14.80.010 were sent to the Washington State Department of Commerce as required by the Growth Management Act on March 30, 2022 for expedited review; and

WHEREAS, the City noticed the City Council public hearing in the Everett Herald twice, once on April 8th, 2022, and again on April 22nd, 2022.

WHEREAS, the City Council held a duly noticed public hearing on the revision on April 26th, 2022 pursuant to LSMC 14.16C.075(g).

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

SECTION 1. Portions of 14.80.010(b) are here by amended to read as follows (all other sections of LSMC 14.80.010 remain in effect and are not modified):

14.80.010 Washington State Building Codes Adopted.

- (b) The 2018 edition of the International Residential Code as published by the International Code Council with the following additions, deletions, and exceptions, provided that chapters 11 and 25 through 43 of this code are not adopted. Energy Code is regulated by chapter 51.11R WAC, Plumbing Code is regulated by chapter 51-56 WAC; Electrical Code is regulated by chapter 296-46B WAB or Electrical Code as adopted by the local jurisdiction. Appendix F, Radon Control Methods, Appendix Q, and Tiny Homes ~~and Appendix U, Dwelling Unit Fire Sprinkler Systems,~~ are included in adoption of the International Residential Code. The following additions are included in adoption of the Internal Residential Code.

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

SECTION 3. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in force five (5) days after the date of publication and approval by the Department of Commerce whichever occurs later.

PASSED by the City Council of the City of Lake Stevens this 26th day of April 2022.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

By: _____
Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg A. Rubstello, City Attorney

Final Reading:
Published:
Effective Date:



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CITY COUNCIL STAFF REPORT



Agenda Date: 4/26/2022

Subject: Resolution 2022-06 Frontier Heights Phase 2

Contact Person/Department: Russ Wright, Community Development

Budget Impact: Grant Funding as a match against local park revenue for Frontier Height Park redevelopment

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED::

Approve Resolution 2022-06 in support of Frontier Heights Phase 2 and RCO Grant Application

SUMMARY/BACKGROUND:

The Council has approved the redevelopment of Frontier Heights Park as a capital development project. In Phase 2, the redevelopment would include a multiuse turf field, pickle ball courts, parking and stormwater improvements. This park will support the city's need for additional youth athletic fields and multi-generational facilities. To support a complete buildout, the city is seeking funds through the Recreation and Conservation Office (RCO) grant. The city will apply for two grants as matches to local funds. RCO requires a resolution of support for funding requests as part of its grant application. The staff is waiting for an engineer's estimate of the total cost of this phase to identify the exact grant amount(s) and local fund commitment. We estimate Phase 2 to cost between \$1.5 and \$2 million.

APPLICABLE CITY POLICIES:

Capital Facilities Element

ATTACHMENTS:

1. Resolution 2022-06

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2022-06

A RESOLUTION OF THE LAKE STEVENS CITY COUNCIL SUPPORTING THE FRONTIER HEIGHTS PARK PHASE 2 PROJECT. THIS RESOLUTION/AUTHORIZATION AUTHORIZES THE PERSON(S) IDENTIFIED BELOW (IN SECTION 2) TO ACT AS THE AUTHORIZED REPRESENTATIVE/AGENT ON BEHALF OF OUR ORGANIZATION AND TO LEGALLY BIND OUR ORGANIZATION WITH RESPECT TO THE ABOVE PROJECT(S) FOR WHICH WE SEEK GRANT FUNDING ASSISTANCE MANAGED THROUGH THE RECREATION AND CONSERVATION OFFICE (OFFICE).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above “Project(s).”
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Jill Meis, Parks Planning & Development Coordinator
Project contact (day-to-day administering of the grant and communicating with the RCO)	Jill Meis, Parks Planning & Development Coordinator
RCO Grant Agreement (Agreement)	Brett Gailey, Mayor
Agreement amendments	Jessica Rowe, Accountant-Grants/Capital
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Kelly Chelin, City Clerk

The above persons are considered an “authorized representative(s)/agent(s)” for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at:

<https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>.

We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

12. Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

15. This resolution/authorization is deemed to be part of the formal grant application to the Office.

16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

PASSED by the City Council of the City of Lake Stevens on the 26^h day of April 2022.

Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 4/26/2022

Subject: Revised Scope of Work for Lake Outlet Channel Projects Contract

Contact Person/Department: Shannon Farrant, Public Works

Budget Impact: None

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED::

Motion to authorize the Mayor to approve the revised scope of work for the Lake Outlet Channel Project Contract with Davido Consulting Group, Inc (DCG). The revised scope of work will not result in a budget change to the contract.

SUMMARY/BACKGROUND:

The City signed a contract with Davido Consulting Group in November of 2020 to design several projects identified in the 2020 Lake Stevens Outlet Study. These projects included:

Original Scope of Services (Nov. 2020)	Services Completed to Date
Replace the existing lake outlet weir and improve the downstream channel to allow for a wider range of hydraulic control of lake levels and lake outlet stream flows.	Partial - Channel modifications were performed in 2021 (dredging project)
Update the existing (1999) model to represent land use changes and better understand current and future interactions of the lake outlet channel and Catherine Creek.	Complete
Raise the existing grade of Hartford drive to reduce the severity and occurrence of flooding.	Not started - service proposed to be removed

The total scope of services was for the amount of \$313,419.

To date, the city has completed projects that have resulted in a substantial improvement to lake level control, downtown flooding, and a decrease of flooding on Hartford Drive. The revised scope of work proposes to focus the remaining budget of the contract on the design of four projects focused on addressing better lake level control, flood mitigation, habitat restoration and fish passage. The intent of the revised scope of work is to complete preliminary designs for the four projects outlined below to pursue grant funding opportunities.

Staff presented the four projects at the February 11, 2022 council retreat. The PowerPoint presented to council is included in this staff report.

Proposed Scope of Services (April 2022)
Lake Stevens Outlet Channel Wier Redesign
Catherine Creek / Hartford Drive Culvert Replacement - A bridge is proposed for this crossing.
Construction of a bridge or box culvert on Hartford Drive to facilitate the Lake Outlet Channel realignment
Realignment of a portion of the Lake Outlet Channel from the existing footprint to north of Hartford Drive. Design of this task would include channel restoration, inundation modeling, flood mitigation, and property acquisition.

The revised scope of services will not require a budget amendment.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Exhibit A_PSA with Davido Consulting
2. Exhibit B Supplemental 01 to PSA and Revised SOW
3. Exhibit C Project Overview Presentation

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON
AND DAVIDO CONSULTING GROUP, 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 Davido Consulting Group, a Washington Corporation, ("Consultant").

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

III.3 TERM. The term of this Agreement shall commence upon full signing and shall terminate at midnight, December 31, 2022. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

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

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

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

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

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

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

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

III.6 INDEMNITY.

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

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

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

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

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

III.7 INSURANCE.

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

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

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

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01.
- (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

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

- (1) Comprehensive General Liability. Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

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

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

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

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

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

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

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

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

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination

provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit __A__: Watershed Group, AltaTerra, CCS, Lanktree Land Surveying, Waterfall Engineering, Enviroissues, Equinox

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$497,431 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

To the Consultant:

Davido Consulting Group, Inc.
Attn: Erik Davido
9706 4th Ave NE, Suite 300
Seattle, 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.

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.

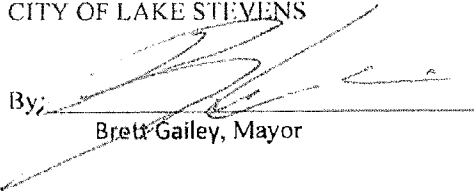
V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

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 7th day of December 2020

CITY OF LAKE STEVENS

By: 

Brett Gailey, Mayor

DAVIDO CONSULTING GROUP, INC.

By: 

Erik Davido, President

Printed Name and Title

Approved as to Form:

Attachment A

By: _____

Greg Rubstello, City Attorney

Exhibit A
Scope of Services

Background

The 2020 Lake Stevens Outlet Study identified several alternatives to improve Lake Stevens lake level management, improve the lake outlet stream flow for fish and flooding benefits, and other downstream flood mitigation and habitat improvement projects. This scope of work includes several of priority alternatives from the lake outlet and outlet channel to Catherine Creek:

Task 1: Lake Outlet Facility and Stream Rehabilitation

Task 2: Hartford Drive

The tasks and which of the Outlet Study alternatives are included in each task are described below in more detail.

Task 1 – Lake Outlet Facility and Stream Restoration

This task includes the following alternatives from the Outlet Study:

1A – Replace Lake Outlet Control

1E – Lake Outlet Stream Improvements

5F – Lake Outlet to Catherine Creek Confluence Analysis

The existing Lake Stevens outlet control facility is a basic weir board system that is failing and impacting the adjacent roadway. The Lake Stevens Outlet Study identified replacing of the existing lake outlet control as a top priority project to better manage the lake level and improve downstream flows in summer months and alleviate flooding. The existing weir facility is located in the lake outlet stream channel approximately 200 feet downstream of the lake outlet. The Outlet Study recommends the lake outlet control facility be moved closer to the lake outlet to ensure the outlet control facility will be the hydraulic control as opposed to the outlet channel. The Outlet Study also recommends outlet stream improvements and further analysis of the lake outlet to Catherine Creek confluence.

The base tasks (Tasks 1.1 – 1.7) includes analysis (survey, modeling and preliminary engineering) of the lake and lake outlet to Catherine Creek, the new outlet control facility located at the lake outlet, removal of the existing weir facility, downstream restoration from the lake outlet through the existing weir facility and road repair adjacent to the existing weir facility.

Optional additional work (Task 1.8) includes additional stream restoration from the existing weir facility to Main Street; approximately 500 feet of stream channel.

General Assumptions for Task 1:

1. Project duration is 12 months.
2. This scope of work is for preliminary design (30% deliverables), permitting and funding assistance only.
3. The City will lead community outreach and engagement with limited support by the Consultant.

Task 1.1 - Project Management and Administration

The Consultant has budgeted time for correspondence, meetings, and general project management and administration. The Consultant will prepare a project schedule updated monthly and monthly progress reports submitted with invoices. This task includes a kickoff meeting with the City.

Assumptions:

1. The kickoff meeting will be a web meeting for a total of 2 hours.

Deliverables:

1. Project schedule in Microsoft Project.
2. Monthly progress reports and invoices.
3. Kickoff meeting email summary

Task 1.2 – Lake Outlet Preliminary Engineering

The Consultant will complete preliminary engineering and support services as follows.

Subtask 1.2.1 – Outlet Control Facility Alternatives Evaluation

The Consultant will identify up to 3 feasible alternatives for lake outlet control that achieve the lake level and stream flow goals. The Consultant will assist the City in choosing the preferred alternative.

Assumptions:

1. The City will assist the Consultant in confirming lake level and stream flow goals.
2. In the event of conflicting goals, City will establish priorities and/or resolve conflicts prior to alternative evaluation.

Deliverables:

1. Technical memorandum summarizing alternatives and preferred alternative selection. Draft and Final versions in Word and PDF.

Subtask 1.2.2 – Modeling

The Consultant will update the existing 1999 HSPF model of Lake Stevens and upper Catherine Creek (basins tributary to the lake outlet stream and Hartford Drive culvert crossing) and calibrate the lake level using current available lake level data. The Consultant will create a new hydraulic model of the lake outlet to Catherine Creek. The two models will be used for analyzing and determining the new lake level outlet control and outlet stream.

Subtask 1.2.2a - Update Existing (1999) HSPF Model of Lake Stevens and Catherine Creek

The Consultant will update the existing Lake Stevens and Catherine Creek HSPF model to represent the most recent land use/landcover. This will include using all available GIS data to generate the proper land use inputs for the model. Required data layers include:

- Surface Slope
- Soil types
- Basin boundaries
- Vegetative cover

- Impervious surfaces

It is possible that an impervious surfaces layer does not exist. This scope includes the generation of an impervious surfaces layer by the Consultant.

These layers will be combined in GIS and output in a format that can be input into HSPF. The routing features (FTABLE's) will be updated, where possible to include any new information available.

The outlet to Lake Stevens will be updated to include a new outlet structure and outlet structure management. This update will include the ability to modify the lake outlet seasonally.

Assumptions:

1. Available GIS layers will be provided by the City or Snohomish County.

Deliverables:

1. Model files electronic format.

Subtask 1.2.2b – Calibrate Lake Stevens

The Consultant will use the most recent lake level stage time series to calibrate the model to match existing lake performance. The goal will be to match as closely as possible daily simulated lake stage to observed daily lake stage.

Assumptions:

1. Lake Stevens lake level data will be provided by the City or Snohomish County.

Deliverables:

1. Model files electronic format.

Subtask 1.2.2c – Create Hydraulic Model of Lake Stevens Outlet

The Consultant will use all available data related to the existing Lake Stevens outlet channel to create an EPA SWMM hydraulic model of the outlet channel. The model will extend from the outlet of Lake Stevens to the proposed culvert replacement on Catherine Creek. The model will use, where available, channel cross-sections and channel slope data, road crossings and any instream existing culverts. The model will not include upstream collection systems that discharge into the outlet channel but rather, these areas will be connected by stage-storage-discharge tables from the HSPF model that are simple representations of flow collection systems.

Assumptions:

1. Consultant survey information from other tasks and City drone survey information will be used for model input.

Deliverables:

1. Model files electronic format.

Subtask 1.2.2d – Run Model Scenarios

The Consultant will adjust and modify the outlet operation and configuration to maximum lake level performance to meet the following criteria:

1. Keep lake levels as low as possible during winter months when it is more likely that private property can be threatened.
2. Keep lake levels as high as possible during summer recreational months.
3. Actively operate the lake outlet during the transitional months with the objective of achieving the above-mentioned criteria.

In addition, the downstream outlet channel will be evaluated for each model run to determine the possible impacts to flooding within the outlet channel.

Assumptions:

1. Each individual lake level run will take approximately 8 hours. There are three scenarios and each scenario may require several iterations. This scope will reference three scenarios with a maximum number of 4 iterations for each scenario.

Deliverables:

1. Model files electronic format.

Subtask 1.2.2e – Modeling Documentation

Following the conclusion of all modeling work the Consultant will write a technical memo of findings. The report will summarize the modeling work and results.

Deliverables:

1. Technical memo draft and final version in Word format.

Subtask 1.2.3 – Downstream Analysis

The Consultant will complete a downstream analysis from the lake outlet to Catherine Creek.

Assumptions:

1. A site visit will be made by two people (geomorphologist and fish biologist) to walk the existing lake outlet channel to update descriptions of physical and biological conditions that are conducive or detrimental to conveyance and/or fish populations. The site visit is estimated to take 6 hours, including travel time.

Deliverables:

1. Update documentation of physical and biological channel conditions from field assessment completed in 2019, including preliminary bankfull width, bankfull depth measured at optimal points in the survey, bridge abutment widths and height to lower deck at crossings, description of bed and bank material, observations of animal activity (i.e., beavers), and aquatic organism and vegetation observations.
2. Photographic log with descriptions documenting observations.

Subtask 1.2.4 – Surveying

The Consultant will complete two surveying sub-tasks; one focusing on the lake outlet facility project area and the other for the outlet channel modeling.

Subtask 1.2.4a – Lake Outlet Control Facility Surveying

The Consultant will complete topographic mapping of the lake outlet facility project area from the lake outlet to 100-feet downstream of existing weir (approximately 300 feet total length). Marking placed by project team members prior to the start of the survey will be located, (e.g., flags and soil 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. Items buried or obscured by heavy vegetation may not be located due to their existence being hidden. All visible, aboveground utilities will be shown, as well as any reference paint marks for underground utilities. Invert elevations will be provided where possible.

Assumptions:

1. Boundary of adjacent properties will be shown per GIS, record and other available data.
2. Open access to project area and ability to insert small boat into Lake Stevens.

Deliverables:

1. The topographic survey will be prepared on AutoCAD format and a hard copy provided.

Subtask 1.2.4b – Lake Outlet Surveying for Modeling, Downstream Analysis, and Hartford Drive

The Consultant will survey the centerline of lake outlet stream from downstream limits of lake outlet facility survey limits to Catherine Creek (approximately 2,800 feet), extending from edge of roadway to 30'-50' on opposite side of stream or to the extent possible where access to private property restricts. Where stream goes underground via culvert or bridge, the Consultant will map the surface features and inlet and outfall locations within 25'+/- of these inlet and outfall locations.

Assumptions:

1. Boundary of adjacent properties will be shown per GIS, record and other available data.
2. Open access to project area and surrounding properties and roadway within scope area.
3. Does not include full surface mapping over the top of pipe where stream is undergrounded, such as at N Lakeshore Drive and Main Street and Hartford Drive and 20th Street NE.
4. 4-5 additional control points that are not part of the stream mapping scope for Drone Survey. Assumed there will be sufficient control points should be set during the above mapping on the N. Lakeshore and Hartford Drive Corridor.
5. The City will provide drone survey to the Consultant in electronic AutoCAD format.

Deliverables:

1. Civil3D CAD drawing and surface of the above mapping and will include control points used for Survey, together with additional control points in surrounding areas, to be used by the City for Drone Photogrammetry.

Subtask 1.2.5 – 30% Design (Plans/Specs/Estimate)

The Consultant will design the preferred outlet control facility submitting 30% plans specifications and a cost estimate. The Consultant will incorporate preliminary fishway design into design.

Assumptions:

1. The 30% specifications will be a table of contents (TOC) only.

Deliverables:

1. Plans will be submitted as PDF, one draft and final.
2. Specifications will be submitted as Word and PDF, one draft and final.
3. Engineer's construction cost estimates will be submitted as Excel and PDF, one draft and final.

Subtask 1.2.6 – Community Outreach and Engagement Support

The Consultant will assist the City with community outreach and engagement. The Consultant has provided a budget and specific scoping/planning will be provided later based on City needs and scoped to fit within the budget. The plan will be documented in a public involvement plan and include stakeholder research, demographic research to determine translations, methods, timing, and roles and responsibilities.

Assumptions:

1. The City will lead community outreach and engagement as agreed on during the planning process.
2. Consultant scope to be determined later.

Deliverables:

1. Public involvement plan.
2. To be determined.

Task 1.3 – Lake Outlet Design (60%, 90% and Final Deliverables)

To be scoped and budgeted later.

Task 1.4 – Permitting Support

The Consultant will Conduct a stream OHWM and bankfull width delineation. Consultant will also arrange and attend a pre-application on-site meeting with agencies (WDFW, Corps, Lake Stevens Planning and Tribes). Consultant will prepare and provide documents and forms for local state and federal permit submittals.

The Consultant will assist the city with public outreach by preparing two 24X36 foam core-based artistic/color figures showing design elements proposed. Attendance at two public meetings at City Hall, or virtual, is included.

Assumptions:

1. Assumes stream OHWM and bankfull width flagging extends from the current weir to the Main Street Culvert.
2. Assumes 11X17 drawings will be included from the 30% civil set. No special drawings or drawing formatting included
3. Assumes no compensatory mitigation is needed for stream impacts and no wetlands are present in the project area.
4. WDFW may consider this project a “fishway,” which requires a higher level of design and review by the WDFW engineering department.
5. A stand-alone delineation report is not included. Delineation details, data forms, etc., will be provided in the Critical Areas Report
6. Critical Areas Report will provide information on fish passage elements of the proposed project as well as address Shoreline Master Program requirements. No additional documentation for these elements is included.
7. The outcome of the agency meeting may necessitate a higher level of fish passage design than anticipated in this scope.
8. City will lead and coordinate agency submittals for permits.
9. Assumes project will qualify for a Substantial Shoreline Permit and will not require a variance or CUP under the SMP.

Deliverables:

1. Agency meeting minutes
2. Critical Areas Report (CAO and SMP)
3. SEPA Checklist
4. JARPA form
5. Biological Evaluation (report to document ESA compliance for federal permit)

Task 1.5 – Bid Support

To be scoped and budgeted later.

Task 1.6 – Grant Application Assistance

The Consultant will assist the City in identification of potential funding sources (i.e., grants, low-interest loans, partnerships)

Task 1.7 – Construction Support

To be scoped and budgeted later.

Task 1.8 – Downstream Restoration (Optional)

The Consultant will evaluate downstream restoration options in the lake outlet channel between the weir and Main Street. Aquatic habitat features are generally lacking in the channel and there may be opportunities to improve habitat features while addressing localized flooding.

The Consultant will evaluate options for channel modifications to improve conveyance and habitat features. The Consultant will complete topographic survey and produce base mapping used in the

stream restoration design drawings. The Consultant will prepare plans, specifications and costs estimates for each deliverable. The design disciplines included in this scope of work include:

- Civil engineering
- Structural engineering
- Geomorphology engineering
- Landscape design

Assumptions:

1. Stream restoration length will be a maximum of 500 lineal feet.
2. The 30% specifications will be a table of contents only (TOC).
3. Landscape design is limited to a simple restoration plan using mainly live stakes (dogwood & willow).
4. Compensatory mitigation plans are not included in this scope.
5. Permitting support includes additional time associated with a larger and longer project work area. Assumes additional restoration is not a stand-alone project but is rather an expansion of the weir repair design effort.
6. Recent mitigation work adjacent to the stream channel may carry permitting restrictions on additional clearing work, which may constrain the design footprint.
7. No stream OHWM, bankfull width or wetland delineation work is proposed.

Deliverables:

1. Plans will be submitted as PDF, one draft and final.
2. Specifications will be submitted as Word and PDF, one draft and final.
3. Engineer's construction cost estimates will be submitted as Excel and PDF, one draft and final.

Task 2 – Hartford Drive Flood Mitigation

This task includes the following alternatives from the Outlet Study:

- 2C – Hartford Drive Road Improvements
- 5D – Improve Drainage Near Fire Station

Hartford Drive currently floods downstream of the fire station where the road profile is relatively low. Surveying and modeling completed in Task 1 will confirm the extents of this project but preliminary mapping completed for the Outlet Study show the road should be raised up to two feet at it's lowest point with road raising extents approximately 350 feet long. This project will also analyze improvements to a maintenance hole and adjacent storm drain system near the fire station that cause the maintenance hole lid to overflow and contribute to flooding on Hartford Drive.

General Assumptions for Task 2:

1. The project will not require any in-stream, in-wetland or buffer work. All road construction will be above ordinary high water mark (OHWM) and within the current road pavement and shoulder footprint.
2. Project duration is 12 months.
3. This scope of work is for preliminary design (30% deliverables), permitting and funding assistance only.
4. Community outreach and engagement will be provided by the City.

Task 2.1 – Hartford Drive Project Management and Administration

The Consultant has budgeted time for correspondence, meetings, and general project management and administration. The Consultant will prepare a project schedule updated monthly and monthly progress reports submitted with invoices. This task includes a kickoff meeting with the City.

Assumptions:

1. The kickoff meeting will be a web meeting for a total of 2 hours.

Deliverables:

1. Project schedule in Microsoft Project.
2. Monthly progress reports and invoices.
3. Kickoff meeting email summary

Task 2.2 – Hartford Drive 30% Design (Plans/Specs/Estimate)

The Consultant will design the preferred outlet control facility submitting 30% plans specifications and a cost estimate.

Assumptions:

1. Drone survey provided by the City in Task 1 will be used for base mapping.
2. The 30% specifications will be a table of contents (TOC) only.

Deliverables:

1. Plans will be submitted as PDF, one draft and final.
2. Specifications will be submitted as Word and PDF, one draft and final.

3. Engineer's construction cost estimates will be submitted as Excel and PDF, one draft and final.

Task 2.3 – Hartford Drive Design (60%, 90% and Final Deliverables)

To be scoped and budgeted later.

Task 2.4 – Hartford Drive Permitting Support

No wetland or stream critical area permitting is anticipated. The Consultant will flag the Ordinary High Water Mark and estimate and sketch approximate wetland boundaries (if present) adjacent to the roadway. the Consultant will also prepare a SEPA checklist.

Assumptions:

1. Wetland and stream critical areas permitting is not needed or required. No permanent impacts to the stream, wetlands or buffers are anticipated and no wetlands are involved.
2. Bankfull width determination and flagging is not needed or proposed. Wetland locations, if present will not be delineated or classified.

Deliverables:

1. SEPA Checklist



**TEAM SUMMARY
FEE ESTIMATE**

Project: Lake Stevens Outlet to Catherine Creek Flood Mitigation and Habitat Improvements - 30% Design, Permitting and Funding Assistance
 Client: City of Lake Stevens
 DCG PM: Erik Davido

		Prime, Civil, Structural	Environmental, Permitting, Fisheries, LA	Geomorphology	Modeling	Surveying	Fishway Engineering	Geotechnical Engineering	Community Outreach and Engagement	Cultural Resources	
Task No.	Task Description	DCG	Watershed	AltaTerra	CCS	Lanktree Land Surveying	Waterfall Engineering	TBD	EnviroIssues	Equinox	Team Summary
1	Lake Outlet Facility and Stream Restoration										
1.1	Lake Outlet Project Management	\$10,912	\$3,200	\$2,106	\$0	\$0	\$1,200		\$1,367	\$0	\$18,785
1.2	Lake Outlet to Catherine Creek Preliminary Engineering	\$31,862	\$16,890	\$4,212	\$53,400	\$28,810	\$4,800		\$20,870	\$0	\$160,840
1.3	Lake Outlet Design	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0
1.4	Lake Outlet Permitting Support	\$4,060	\$20,405	\$0	\$0	\$0	\$0		\$0	\$6,123	\$30,588
1.5	Lake Outlet Bid Support	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0
1.6	Lake Outlet Grant Application Assistance	\$3,680	\$4,210	\$0	\$0	\$0	\$0		\$0	\$0	\$7,890
1.7	Lake Outlet Construction Support	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0
1.8	Downstream Restoration (Optional)	\$10,874	\$12,970	\$11,340	\$0	\$3,000	\$3,000		\$0	\$0	\$41,184
2	Hartford Drive Flood Mitigation										
2.1	Hartford Drive Project Management	\$7,922	\$1,920	\$0	\$0	\$0	\$0		\$0	\$0	\$9,842
2.2	Hartford Drive Preliminary Engineering	\$26,352	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$26,352
2.3	Hartford Drive Design	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0
2.4	Hartford Drive Permitting Support	\$2,030	\$8,760	\$0	\$0	\$0	\$0		\$0	\$4,258	\$15,048
2.5	Hartford Drive Bid Support	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0
2.6	Hartford Drive Construction Support	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0

Task 1 - Lake Stevens Outlet Facility and Stream Restoration (Alt's 1 and 2)										
Labor Hours:	483	352	109	416	276	60	166			1,862
Labor Fees:	\$61,388	\$57,675	\$17,658	\$53,400	\$31,810	\$9,000	\$0	\$22,237	\$6,123	\$259,291
Expenses:	\$150	\$0	\$0	\$0	\$1,155	\$200	\$1,380			\$2,885
Total Fees:	\$61,538	\$57,675	\$17,658	\$53,400	\$32,965	\$9,200	\$0	\$23,617	\$6,123	\$262,176

Task 2 - Hartford Drive Flood Mitigation (Alt 3)										
Labor Hours:	285	68	0	0						353
Labor Fees:	\$36,304	\$10,680	\$0	\$0			\$0		\$4,258	\$51,242
Expenses:	\$0	\$0	\$0	\$0						\$0
Total Fees:	\$36,304	\$10,680	\$0	\$0			\$0		\$4,258	\$51,242

Total Task 1 and 2:	\$313,419
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Notes:

NOTES:

- 1) Expenses = mileage, survey materials
- 2) Estimated

**SUPPLEMENTAL AGREEMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS AND DAVIDO CONSULTING GROUP INC**

This Supplemental Agreement No. 1 is made and entered into on the 26 day of April, 2022, between the City of Lake Stevens, hereinafter called the "City" and Davido Consulting Group, Inc, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for projects associated with the Lake Outlet channel, hereinafter called the "Project," said Agreement being dated the 7th day of December, 2020; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for project description and no amendment to the total amount payable for this Agreement;

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

Each and every provision of the Original Professional Services Agreement dated the 7th day of December 2020, shall remain in full force and effect, except as modified in the following sections:

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

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

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

Original Agreement	497,431
Supplemental Agreement No. 1	\$0 (No budget change)
Grand Total	\$ 497,431

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

CITY OF LAKE STEVENS

Davido Consulting Services Inc.

By: _____
Brett Gailey, Mayor

By: _____

Printed Name & Title

ATTEST/AUTHENTICATED

By: _____
Kelly M. Chelin City Clerk

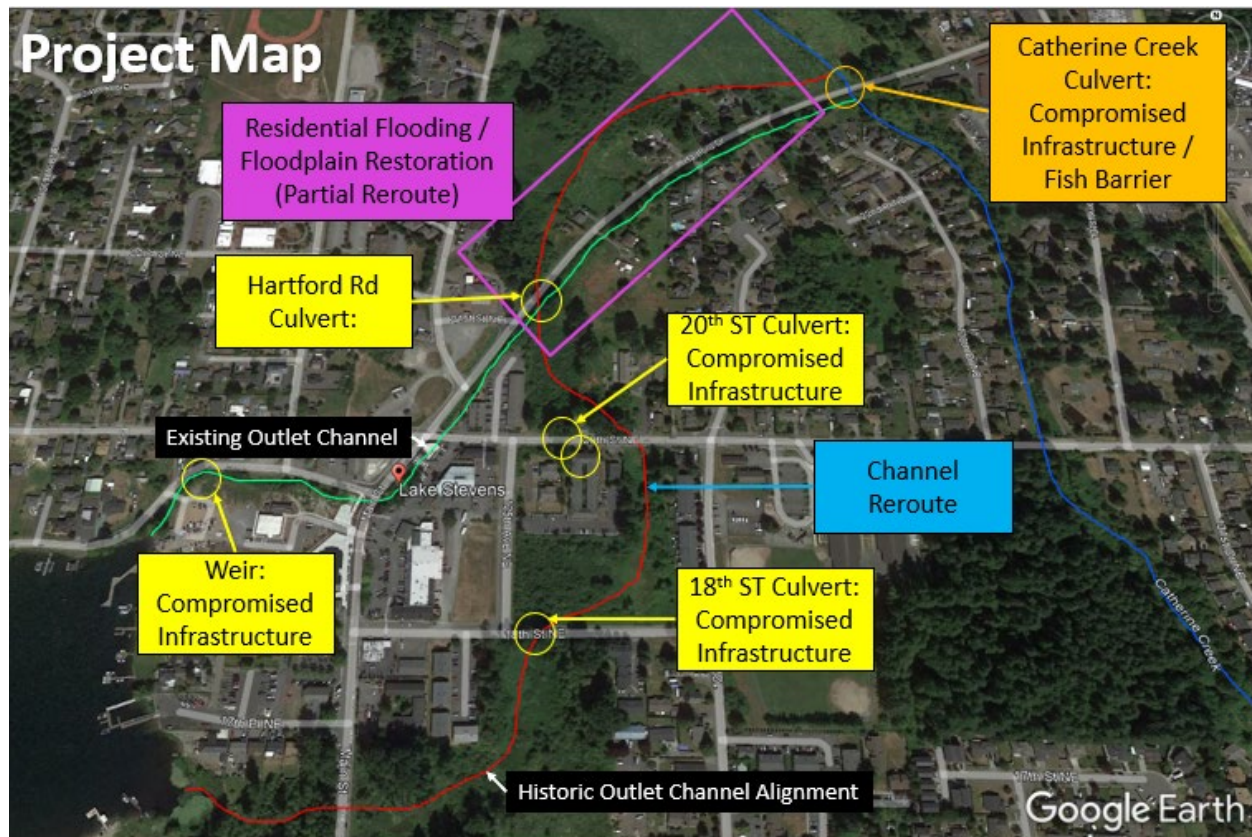
APPROVED AS TO FORM

By: _____
Greg Rubstello, City Attorney

Background

The 2020 Lake Stevens Outlet Study identified several alternatives to improve Lake Stevens lake level management, improve the lake outlet stream flow for fish and flooding benefits, and other downstream flood mitigation and habitat improvement projects. The restoration of the historic channel and wetland north of Hartford Road has been elevated in priority by the City, WDFW and Tribes which requires a new crossing of Hartford Road as well as the Catherine Creek Culvert replacement. The six identified projects are:

1. Lake Stevens Outlet Weir
2. Catherine Creek Culvert
3. Hartford Historic Channel and Wetland Restoration
4. Hartford Rd Culvert
5. 20th St Culvert and Channel Modifications (20th to Hartford) – Under Separate Contract
6. 18th St Culvert and Channel Modifications (18th to 20th) – Under Separate Contract



General Assumptions:

1. Project duration is through September 30, 2022 (6 months).

Task 1 - Project Management and Administration (revised scope)

The Consultant has budgeted time for correspondence, meetings, and general project management and administration. The Consultant will prepare a project schedule updated monthly, and monthly progress reports submitted with monthly invoices.

Assumptions:

1. Meetings will be web-based unless otherwise noted.

Deliverables:

1. Project schedule in Microsoft Project.
2. Monthly progress reports stored on SharePoint
3. Monthly invoices with compiled progress reports encompassing the month.

Task 2 –Preliminary Design, Drawings and Construction Cost Estimates

The Consultant will complete preliminary design and drawings for the six project sites preparing drawings that can be used in funding applications. The Consultant will prepare construction cost estimates for the six project sites.

Assumptions:

1. The City will complete all property access and acquisition related work. As necessary, the City will acquire right of entry to private property for the Consultant.
2. Preliminary design and drawings will achieve 10% completion.
3. Bankfull widths used for culvert sizing will be estimated by the Consultant.
4. No hydrologic or hydraulic modeling will be completed.
5. No additional surveying will be completed. GIS and LIDAR will be used to augment existing topographic survey.

Deliverables:

1. Draft and final drawings will be submitted as PDF.
2. Draft and final engineer's construction cost estimates will be submitted as Excel and PDF.



TEAM SUMMARY

FEE ESTIMATE

Project: Lake Stevens Downtown Stormwater Projects
 Client: City of Lake Stevens
 DCG PM: Erik Davido

		Prime, Civil, Structural	Environment al, Permitting, Fisheries, LA	Geomorpho logy	Modeling	Surveying	Fishway Engineering	Community Outreach and Engagement	Cultural Resources	
Task No.	Task Description	DCG	Watershed	AltaTerra	CCS	Lanktree Land Surveying	Waterfall Engineerin g	EnvirolIssues	Equinox	Team Summary
1	Project Management	\$4,527.46	\$2,374.58							\$6,902.04
2	Preliminary Design, Drawings and Construction Cost Estimates	\$40,747.12	\$21,371.19	\$5,552.00	\$2,700.00	\$0.00	\$2,450.00	\$1,515.38	\$832.55	\$75,168.25

Labor Fees:	\$45,274.58	\$23,745.77	\$5,552.00	\$2,700.00	\$0.00	\$2,450.00	\$1,515.38	\$832.55	\$82,070.28
Expenses:									\$0.00
Total Fee:	\$45,274.58	\$23,745.77	\$5,552.00	\$2,700.00	\$0.00	\$2,450.00	\$1,515.38	\$832.55	\$82,070.28

Budget Remaining as of 3/31/2022:	\$20,469.25	\$19,745.77	\$15,552.00	-\$3,300.00	\$5.33	\$6,450.00	\$13,515.38	\$9,632.55	\$82,070.28
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Transfers:	\$24,805.33	\$4,000.00	-\$10,000.00	\$6,000.00	-\$5.33	-\$4,000.00	-\$12,000.00	-\$8,800.00	
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Updated Contract Amount:	\$45,274.58	\$23,745.77	\$5,552.00	\$2,700.00	\$0.00	\$2,450.00	\$1,515.38	\$832.55	\$82,070.28
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One Community Around The Lake

Surface Water Study Options for Downtown

SHANNON FARRANT

SURFACE WATER COORDINATOR

FEBRUARY 11, 2022



Purpose

- Explain future projects including scope, strategy and needs

Goal

- Get direction on a strategy to address downtown surface water issues



Overview

- Overview map
- Definitions
- Project map
- Discussion of identified projects
- Proposed phased approach and timeline
- Funding sources
- Call to Action

Overview Map



Hartford DR

Fire Station

Existing Outlet Channel

Catherine Creek

Lake Stevens

Downtown

Post Office

Disc Golf Course

Historic Outlet Channel Alignment

Google Earth

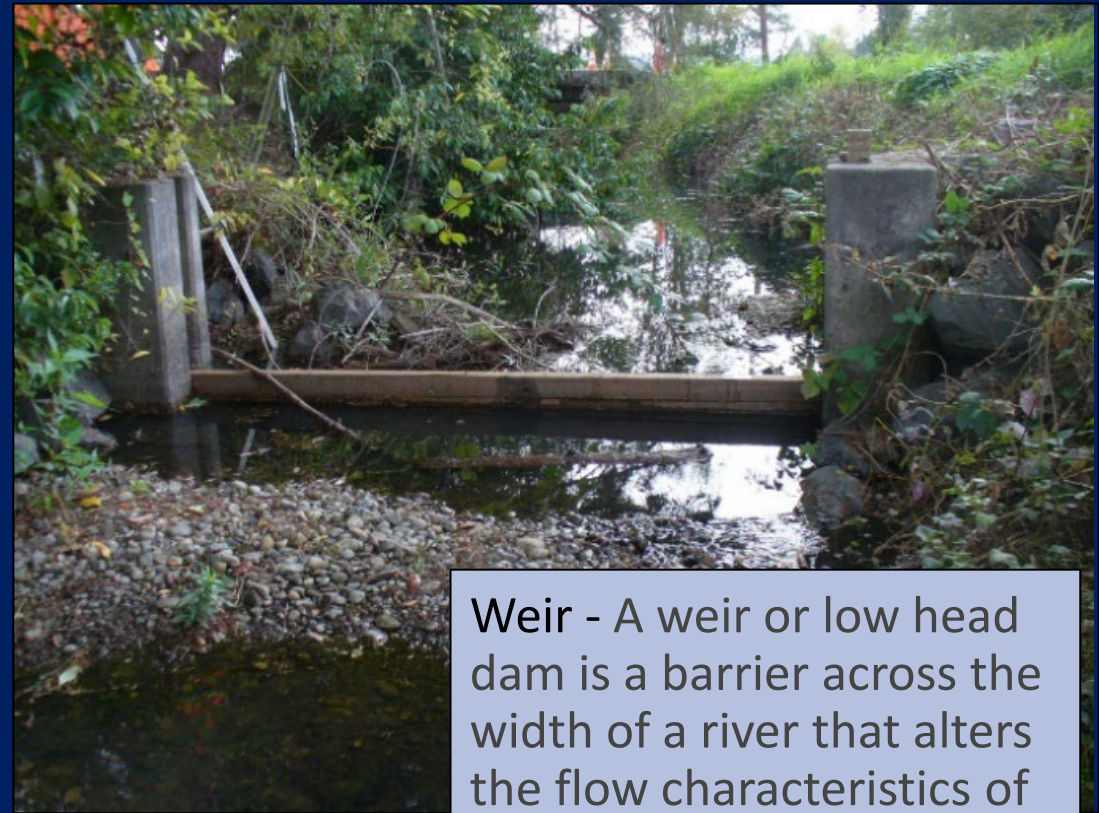
Box Culvert



Corrugated Culvert

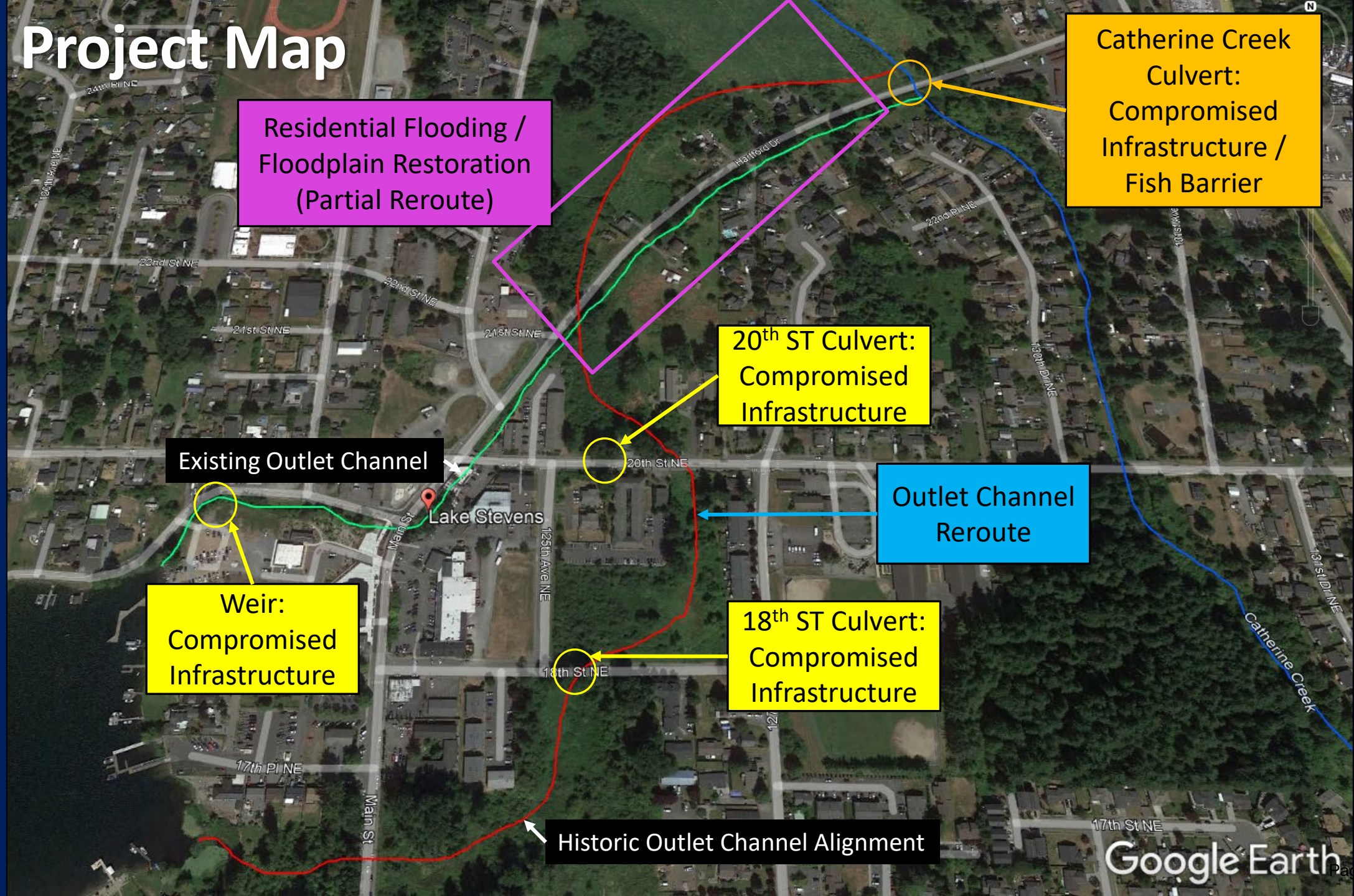


Culvert - A culvert is a structure that channels water past an obstacle or to channel a subterranean waterway. Typically embedded so as to be surrounded by soil, a culvert may be made from a pipe, reinforced concrete or other material.



Weir - A weir or low head dam is a barrier across the width of a river that alters the flow characteristics of water and usually results in a change in the height of the river level.

Project Map



Weir: Compromised Infrastructure

Existing Issues

- Flows circumnavigating the structure under N. Lakeshore DR
- Poor lake level control
- Poor low flow control
- Fish barrier

Replacement Benefits

- Fix road undercutting
- Better control of the lake level
- Maintain low flow conditions
- Improve fish passage
- Sediment Capture

Anticipated Replacement Structure

- Automated weir closer to lake
- **Approximate Cost \$1.5M**

Photo October 2019



Photo September 2021



20th ST Culvert: Compromised Infrastructure

Existing Issues

- Undersized culverts
- Water over road and sidewalks

Replacement Benefits

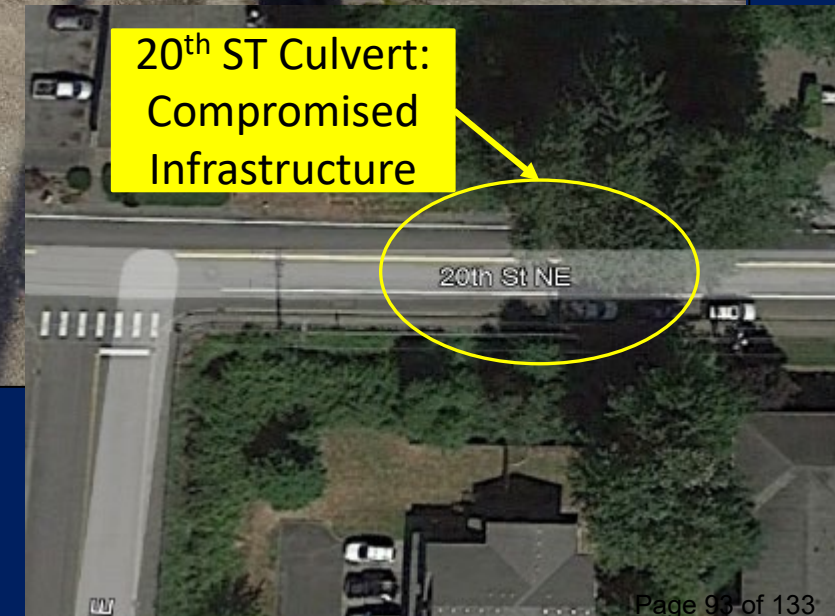
- Reduce / eliminate water over road and sidewalk during winter months
- Improve habitat

Anticipated Replacement Structure

- Box culvert ~20ft
- Road grade improvement
- **Approximate Cost \$1.5M**



Photo February 2020



18th ST Culvert: Compromised Infrastructure

Existing Issues

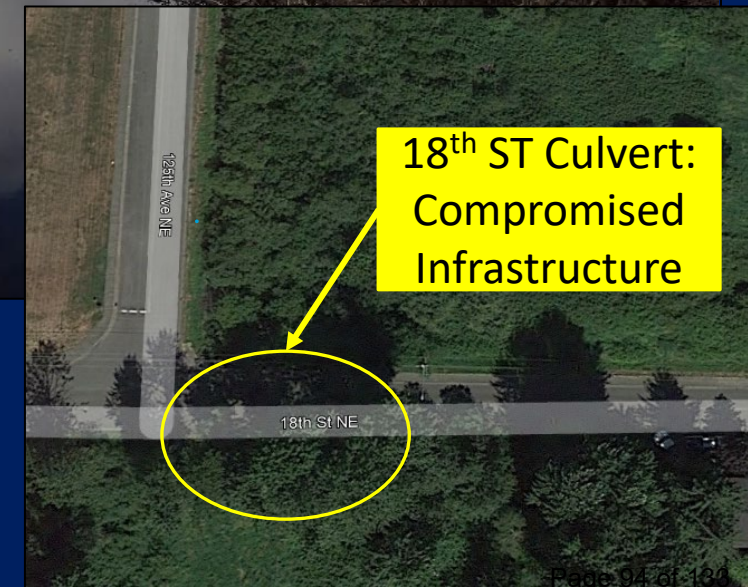
- Undersized culverts
- Water over road and sidewalks

Replacement Benefits

- Reduce / eliminate water over road and sidewalk during winter months
- Improve habitat

Anticipated Replacement Structure

- Box culvert ~20ft
- **Approximate Cost \$1.5M**



Catherine Creek Culvert: Compromised Infrastructure

Existing Issues

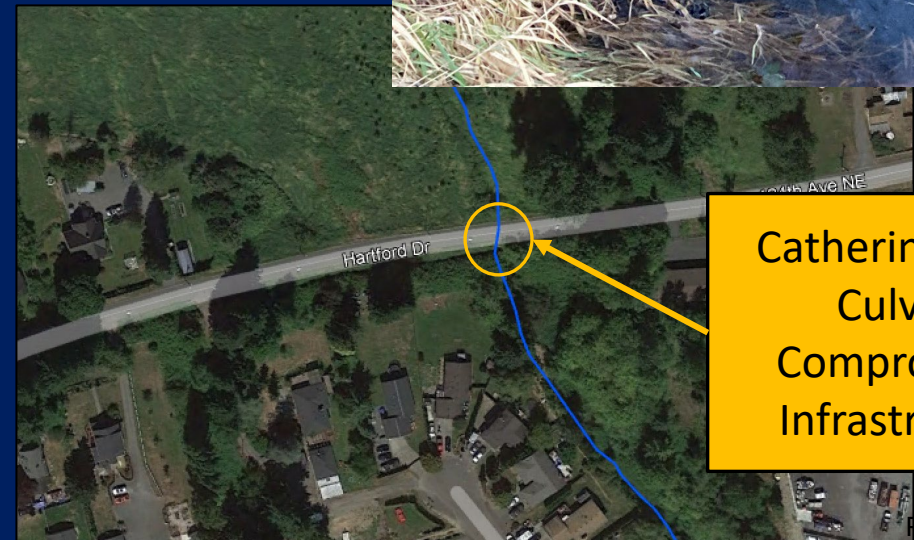
- Undersized culvert
- Backwater effect into wetland north of Hartford
- Fish barrier

Replacement Benefits

- Fish passage
- Reduced upland flooding
- Habitat improvements

Anticipated Replacement Structure

- 40+ FT Bridge
- **Approximate Cost \$2-4M**



Catherine Creek
Culvert:
Compromised
Infrastructure

Residential Flooding / Floodplain Restoration (Partial Reroute)



Flood Inundation Modeling

Potential Acquisition / Easements

Catherine Creek Crossing

Channel Restoration

Fish Passage Structure
(box culvert / bridge)

Existing Issues

- Residential flooding
- Disconnected floodplain / Poor habitat
- Poor habitat

Replacement Benefits

- Increase outlet channel capacity
- Habitat Restoration
- Address residential flooding
- Real-estate in the existing outlet channel alignment
- Agency and Tribe Support

Approximate cost \$3-6M

Total Outlet Channel Reroute

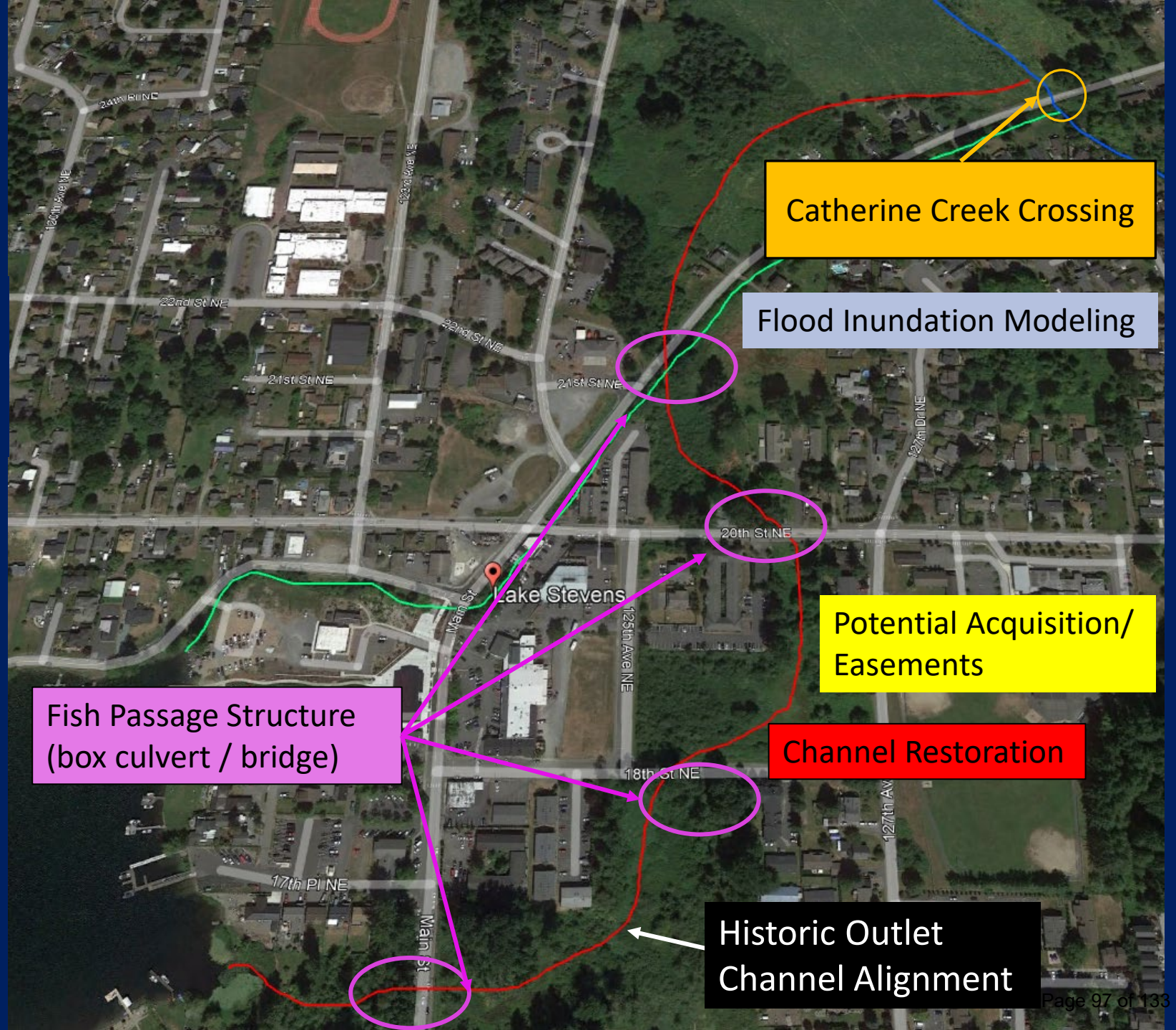
Existing Issues

- Residential flooding
- Disconnected floodplain
- Poor habitat

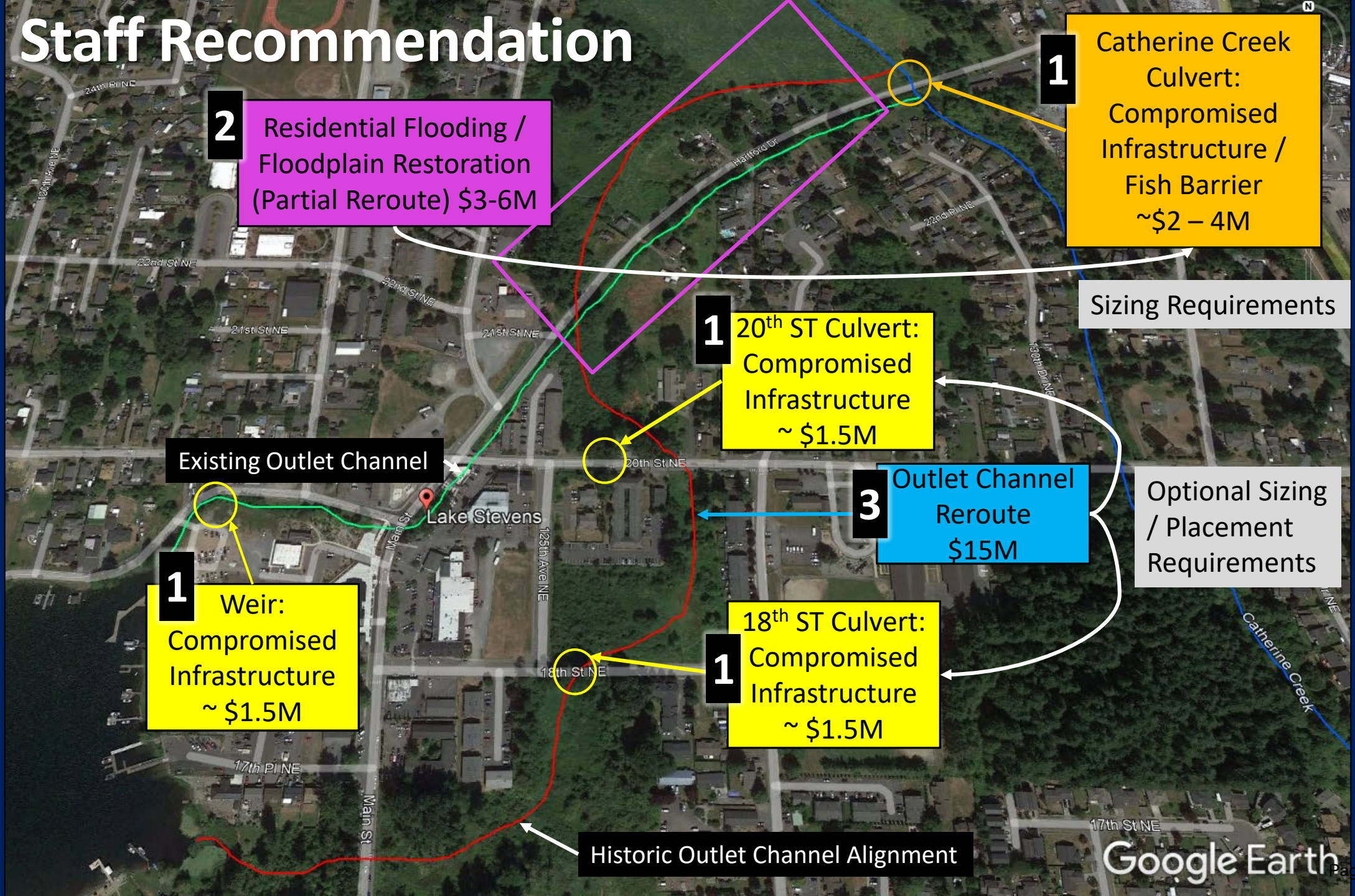
Replacement Benefits

- Increase outlet channel capacity
- Habitat Restoration
- Real-estate in the existing outlet channel alignment
- Agency and Tribe Support

Approximate cost \$15M



Staff Recommendation



Potential Timeline

Phase 1:
1 – 5 year

Weir: Compromised
Infrastructure

20th ST Culvert:
Compromised
Infrastructure

18th ST Culvert:
Compromised
Infrastructure

Catherine Creek
Culvert:
Compromised
Infrastructure

Optional Phase 2:
5 – 10 years

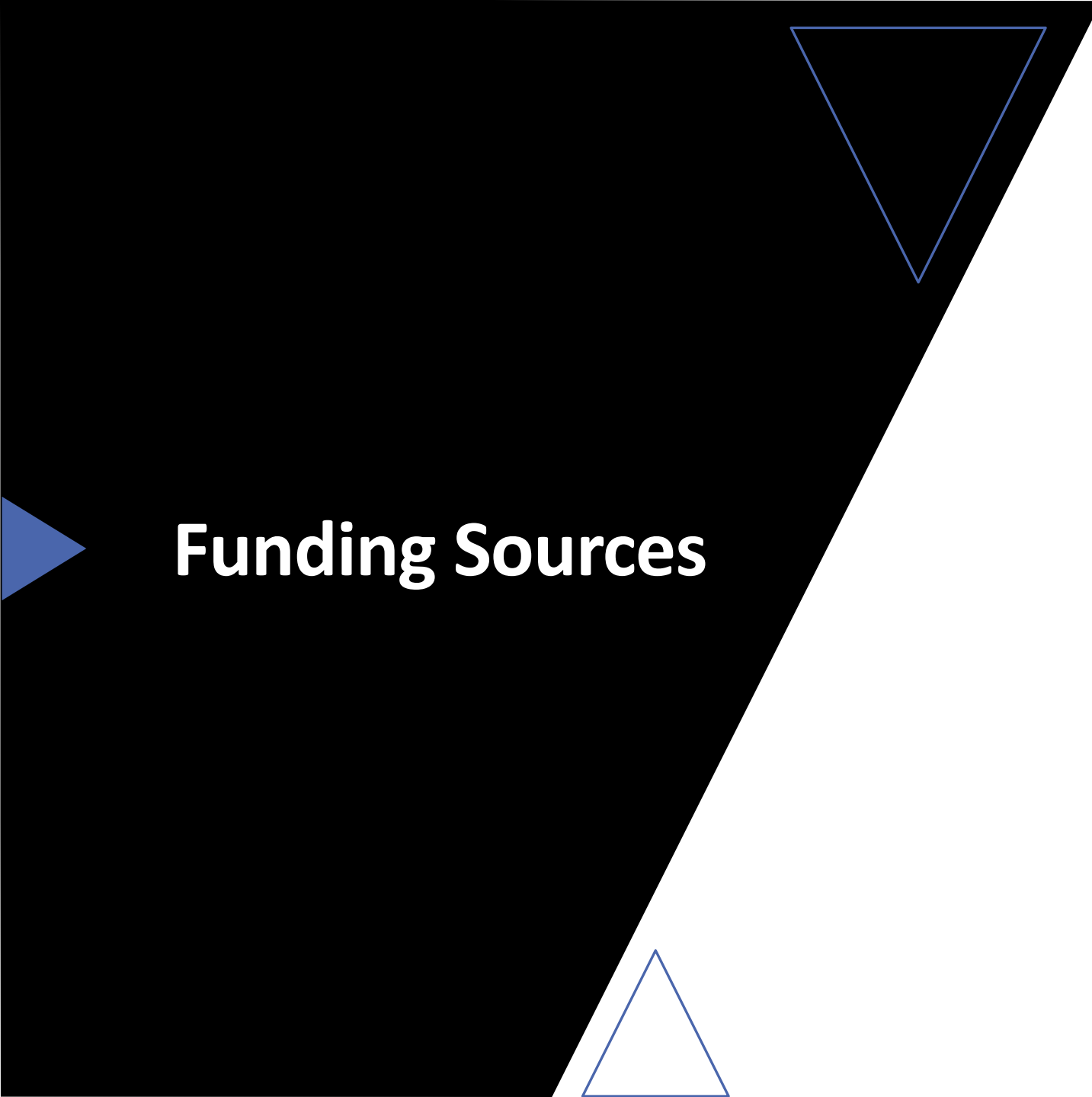
Residential Flooding /
Floodplain Restoration

Optional Phase 3:
10+ years

Total Outlet Channel Reroute

Stakeholders

- Department of Ecology
- Tulalip Tribe
- Washington Department of Fish and Wildlife
- City of Lake Stevens
- Citizens of Lake Stevens



Funding Sources

- FEMA
- Federal Infrastructure Stimulus
- Fish Barrier Removal
- Floodplains by Design
- Habitat Recovery
- Streamflow Restoration
- Salmon Recovery Grant



Action

- What path forward do we want to pursue?
 - Phased approach
 - Channel reroute

CITY COUNCIL STAFF REPORT



Agenda Date: 4/26/2022

Subject: Interlocal Services Agreement with Snohomish County for Lake Monitoring

Contact Person/Department: Shannon Farrant, Public Works

Budget Impact: \$28,770.57

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED::

Authorize the Mayor to execute a 5-year (2022-2026) Interlocal Agreement (ILA) with the Snohomish County and approve the attached scope of services to be performed in 2022 for the amount of \$28,770.57.

SUMMARY/BACKGROUND:

Water quality samples are taken from Lake Stevens to ensure long term health of the lake for recreation, aesthetics, and habitat health. An increase in the amount of development in the Lake Stevens Watershed has the potential to impact the water quality of Lake Stevens by creating more impervious surfaces resulting in more pollution runoff to the lake. It is important that the City continue to monitor the health of the lake and long-term trends to guide treatment protocols and conservation efforts.

Snohomish County (County) historically performed water quality monitoring on Lake Stevens. The County employs technical professionals in the field of limnology and have the tools, equipment, and personnel to complete the services outlined in the attached contract. Historically, the County performed these services under an ILA when a portion of the lake was in the County's jurisdiction. After the Southeast Annexation, adopted in August 2021, the entire lake boundary is within the City of Lake Stevens limits. City staff do not have the tools and personnel capacity to perform the monthly water quality monitoring and required water quality monitoring associated with alum treatments at this time. The City's surface water program is anticipated to grow by two staff members in 2022. Once fully staffed, the City anticipates that it will have the capacity to perform the monitoring tasks required. Once City staff are able to perform these tasks, the

proposed ILA with the County will be terminated.

Services to be conducted in 2022 include:

- Monthly water quality monitoring
- Annual water quality reports
- Water quality monitoring required by the Department of Ecology before and after alum treatments
- Shoreline survey to inventory bank armoring and riparian vegetation (to be conducted in 2022 only)
- Technical assistance to City staff and citizens

The City Attorney, Greg Rubstello, has reviewed the attached ILA and has stated there is no legal issue associated with the contract.

Scope of services will be reviewed and amended on an annual basis based on the City's need and budget. An amendment to the ILA for proposed services in subsequent years will be presented to council for approval.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Exhibit A_ILA Snohomish County 2022-2026
2. Exhibit B_SOW and Fee for 2022
3. Exhibit C_Contract Review by Greg_email

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 CaCO_3), 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

CITY OF LAKE STEVENS:

City of Lake Stevens, a Washington municipal corporation

Name: _____
Title: County Executive

Name: _____
Title: Mayor

Approved as to Form:

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

Deputy Prosecuting Attorney

Approved as to Form:

City Attorney

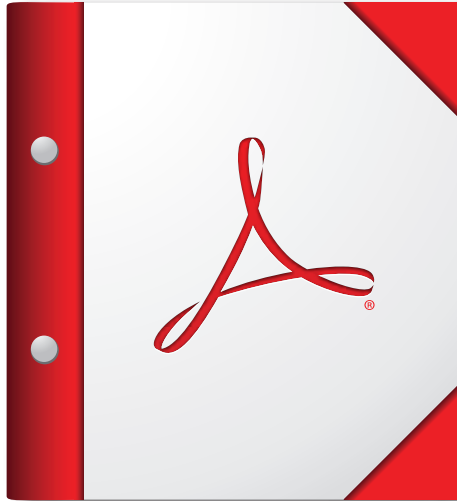
Service Type	Staff Hours	Staff Hr Rate	Cost	Notes
Water Quality Monitoring - Stevens 2022				
Data management/Reporting/project mgmt	40	75	\$ 3,000.00	2 reports- report card and technical report update, potential to give presentation to City
Sample Analysis - IEH			\$ 3,605.00	
Staff sampling (assume 2 staff -4 hours each x 10 months)	80	75	\$ 6,000.00	
Technical Assistance	8	75	\$ 600.00	
Supplies/Equipment			\$ 150.00	maintenance for County owned equipment/ProDSS & equipment upkeep
Boat usage (assume 10 half days with daily rate of \$167.93)			\$ 839.67	
Subtotal			\$ 14,194.67	

2022 Shoreline Survey (estimated frequency = every 10 years)				
Shoreline survey - 2 staff, 3 field days + GIS processing	55	75	\$ 4,125.00	informs lake health report card and may support shoreline management/critical areas

Total **\$ 18,319.67** annually for year round monitoring

Alum Monitoring for Permit				
Alum Treatment Monitoring (week of, assume 5 days treatment, 2 staff on 1st and last day)	40	75	\$ 3,000.00	calibration, pre/post treatment pH monitoring and summary report, jar test
Alum Treatment Continuous Monitoring (week of, assume 6 days of data collection)	10	75	\$ 750.00	calibration, equipment install/mob/demob, data downloads
Additional Permit required monitoring throughout year (assume 2 staff - 4 hours each x 4 sample	32	75	\$ 2,400.00	most monitoring can be tacked onto monthly monitoring except for pre- and post- Alum Treatment sampling
Permit data QC/summary/reporting	20	75	\$ 1,500.00	
Boat usage (assume 3 half days with daily rate of \$167.93)			\$ 251.90	
Sample Costs (minimum required for the permit)			\$ 2,549.00	
Subtotal			\$ 10,450.90	

Total **\$ 28,770.57** For years with Alum treatments (2022, 2024 and 2026)



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CITY COUNCIL STAFF REPORT



Agenda Date: 4/26/2022

Subject: Agreement with NWFF Inc. for Health & Safety Training

Contact Person/Department: Aaron Halverson, Maximilian Roth, Public Works

Budget Impact: The budget impact of the proposed services is not to exceed \$41,750 for 2022 and \$47,500 for 2023, amounting to a total not to exceed amount of \$89,250.

A 2022 budget amendment will be necessary to reallocate funds within the streets, storm and parks funds for this essential safety training contract. Expenditures for this contract will be planned in the 2023 budget cycle.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED::

Authorize the Mayor to sign the Professional Services Agreement with NWFF Inc., as the primary provider for Health, Safety, and Environmental training for city employees, with emphasis on Public Works.

SUMMARY/BACKGROUND:

In 2021, the Washington State Department of Labor and Industries conducted a safety and health workplace inspection at the Lake Stevens Public Works Department. This inspection identified multiple violations of the Washington Administrative Code with the potential of serious workplace injuries for city employees.

A temporary correction of the violations was achieved by adapting parts of the Lake Stevens written safety programs. This process, however, also revealed significant gaps in safe work practices, employee safety training and documentation. Gaps included a lack of standard operating procedures, safety policies, training records, and more broadly, a safety program.

With the goal to improve the overall safety culture, ensure future Department of Safety

and Health regulation compliance and build a robust safety program, the Public Works Department distributed a request for proposals to external safety training vendors. The project scope focused on the development and implementation of a training program for high-risk activities conducted by the Public Works Department. Training fields included confined spaces, working at heights, rigging for lifting operations, electrical safety, first aid, bloodborne pathogens, etc.

The Pacific Northwest-based firm NWFF Environmental responded to the RFP with a project proposal and Statement of Qualifications. After an initial meeting with NWFF, the Public Works and Human Resources Departments carefully reviewed NWFF's scope of services, references, and fees. Based on this information, Public Works and Human Resources recommends the city hire NWFF Environmental to implement a Health and Safety training program at the Public Works Department.

NWFF Environmental operates nationwide as a full-service environmental firm with extensive experience of implementing health and safety programs for municipal clients. NWFF's safety philosophy emphasizes a "train the trainer" approach, educating clients to a high level of knowledge to gradually take over an established safety program. The proposed program roll-out for the City of Lake Stevens will consist of an initial setup phase for needs assessment and refinement of written controls (SOPs and policies) beginning in May 2022, followed by recurring quarterly staff trainings until the end of 2023. A program evaluation should be conducted before the end of the term to determine the need for an extension of NWFF's training services beyond 2023.

Details on the proposed scope of services can be found in Exhibit A of the attached Professional Services Agreement.

APPLICABLE CITY POLICIES:

City of Lake Stevens Safety and Health Policy (Accident Prevention Plan)

ATTACHMENTS:

1. Service Agreement_NWFF Environmental_Health and Safety Training

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WA AND NWFF ENVIRONMENTAL 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 N.W.F.F., Inc. doing business as NWFF Environmental, a Washington Foreign Profit Cooperation ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding the delivery of a Public Works Safety Training program as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

III.3 TERM. The term of this Agreement shall commence on May 2nd, 2022, and shall terminate at midnight, December 31st, 2023. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

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

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

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

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

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

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the 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. The provisions of this section shall survive the expiration or termination of this agreement.

d. For the purposes of the indemnity contained in subpart “a” of this paragraph 3.6, Consultant hereby knowing, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

___JS___(initials) _____(initials)

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** 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 and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation.

b. **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 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 or a substitute form that meets these contract requirements and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- (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.

c. **The minimum insurance limits shall be as follows:**

- (1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.
- (2) Automobile Liability. \$300,000 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) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

d. **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.

e. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a current A.M. Best's rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best's VII rating.

f. **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.

g. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

i. **Claims-made Basis.** Unless approved by the City, all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **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.

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

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

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

III.11 INDEPENDENT CONTRACTOR.

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

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this

Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

_____N/A_____

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$ 89,250.00 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 Cities. The Consultant shall maintain time and expense records and provide them to the Cities 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. 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.

ARTICLE V. GENERAL

V.1 NOTICES. Notices to the City shall be sent to the following address:

To the City:

To the Consultant

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258

N.W.F.F., Inc
Attn: Ryan Sharratt
4005 West Valley HWY N.
Auburn, WA 98001

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 VI.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. 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.

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 ____22____ day of ____April____, 2022.

CITY OF LAKE STEVENS

N.W.F.F., INC

By _____
Brett, Gailey, Mayor

By _____
Jason Storrs, Principal

Approved as to form:

Greg Rubstello, City Attorney

Exhibit A
Scope of Services



City of Lake Stevens
C/O Department of Public Works
C/O Risk Management
1812 Main Street
Lake Stevens, WA 98258-0257

16MAR2022

RE: Occupational Health & Safety Program Support

Max,

Thank you for the time and exchanges between the City of Lake Stevens and NWFF Environmental to solidify the scope of services associated with your selection of NWFF as a primary provider for Health, Safety, and Environmental training. Our exchanges have identified the MOT (Mandatory Outsourced Training) and the need for professional consultancy.

NWFF will deliver the MOT efforts via the course catalog explicitly scripted for the City of Lake Stevens. NWFF will stand ready to assist in any City Led Training (CLT) efforts with training materials, training aids, and general guidance if requested. At the same time, the contract should allow for the consultation services to be utilized for the holistic entity.

NWFF proposes the following deliverables and associated costs with each effort. These costs are based upon Time & Materials (T&M) and should be authorized on a task order (TO) basis with a Not-To-Exceed (NTE) amount with each effort.

- Step 1 – Needs Assessment / GAP Analysis - \$3,500 (25 hours, one time)
- Step 2 – Identify Process Management - \$3,500 (25 hours, one time)
(Substitution/Elimination + Engineering Controls + Administrative Controls + Personal Protective Equipment (PPE))
- Step 3 – Establish/Refine Written Administrative Controls - \$8,500 (60 hours, one time)
- Step 4 – Personal Protective Equipment Training - \$2,500 (15 hours, one time)
- Step 5 – Certification and Methods of Instruction - \$10,000 (60 hours/quarterly basis)
- Step 6 – Sustainability and Compliance Reviews - \$7,500 (upon request)
(Ensure program is being followed, and certifications maintained + review processes to ensure the initial process remains the same/or adjust written controls + Ensure Safety culture is followed with constant contact/reviews + Adjust program to fit insurance and compliance needs)
- Step 7 – Institute a Safety Committee with employee participation for further support (no charge)

NWFF proposes an initial one-time cost of \$18,000 and quarterly training of \$10,00 (as needed for new employees) to establish and maintain the safety program. In addition to these services above, we recommend entering a Professional Consultancy agreement for a fixed rate of \$150/hr to capture items not identified in the scope above—but complementary to the sustainability of the health and safety program.

Respectfully,


Ryan Harratt, CEO

Ryan@NWFFEnviro.com

907.942.5544 M



City of Lake Stevens
C/O Department of Public Works
C/O Risk Management
1812 Main Street
Lake Stevens, WA 98258-0257

22FEB2022

RE: Occupational Health & Safety Program Support

Aaron,

Thank you for your written Training Program scope of work. NWFF has received this scope letter and agrees with your assessment of Outsourced, City-led, and Specialized Training approaches. NWFF has prepared a short synopsis and duration of each of the Mandatory Outsources Training (MOT) in support of your efforts. This synopsis is attached to this letter. In addition to the MOT offerings, NWFF will stand ready to assist in any City Led Training (CLT) efforts with training materials, training aids, and general guidance if requested.

Due to the infancy of the MOT concept, NWFF would like to review any existing administrative controls (e.g., plans, JHAs, etc.) that may exist so training can be consistent and transparent. If these administrative controls do not exist, NWFF stands prepared to construct these documents associated with the Risk Management Department to ensure a universal approach from this effort. Once the administrative controls are in place, training should commence. Some training events are general (First Aid/CPR/AED/BBP, Lead & Asbestos Awareness, etc.), which may be delivered before the written controls are in place, should the City of Lake Stevens want to deploy training immediately.

Traditionally, when a health & safety program (HSP) is developed, a needs assessment is conducted to review the tasks and the safety controls needed for compliance. The list you provided is the needs analysis that allows the second steps in an HSP rollout.

- Step 1 – Needs Assessment / GAP Analysis
- Step 2 – Identify Process Management
 - *(Substitution/Elimination + Engineering Controls + Administrative Controls + Personal Protective Equipment (PPE))*
- Step 3 – Establish/Refine Written Administrative Controls
- Step 4 – Personal Protective Equipment Training
- Step 5 – Certification and Methods of Instruction
- Step 6 – Sustainability and Compliance Reviews
 - *(Ensure program is being followed, and certifications maintained + review processes to ensure the initial process remains the same/or adjust written controls + Ensure Safety culture is followed with constant contact/reviews + Adjust program to fit insurance and compliance needs)*
- Step 7 – Institute a Safety Committee with employee participation for further support

Understanding that NWFF was selected for methods of instruction (Step 5), the City of Lake Stevens will benefit from this rollout approach, and our firm will assist with any/all of the required steps needed to



ensure compliance, culture, and sustainability. The overall goal is safety, and the NWFF values coincide with the City of Lake Stevens approach to safety.

As we continue to flesh out the scope of work (SOW), NWFF asks that the steps mentioned above (one-seven) be considered in the final NWFF scope of work and charter document.

The City of Lake Stevens DPW should review the attachments to ensure the intent of the training is captured. The durations are based upon our historical delivery in these classes and may be modified based on employee motivation and engagement. Please note that only three out of the eleven courses have self-paced (SP) requirements, all required after the course delivery, and eight of the eleven courses require hands-on technical operations in the field/with equipment.

CH = Classroom Hours

SP = Self-Paced

TH = Technical Hours

As we move toward the finalization of this scope of work, please let us know if we can do anything to make this process easier.

Respectfully,

A handwritten signature in black ink, appearing to read "Ryan B. Sharratt".

Ryan Sharratt, CEO

Ryan@NWFFEnviro.com

907.942.5544 M



The courses NWFF has developed for The City of Lake Stevens are conceptually delivered in three methods. **Classroom Hours (CH)** are in-person, lecture-based, with instructor presented/led facilitation of curriculum delivery. **Self-Paced (SP)** activities are utilized in pre and post methods of instruction. Pre-SP hours are utilized as a technique to encourage engagement with students *PRIOR* to classroom activities which contribute to higher class participation. Post-SP hours are utilized as a technique to encourage engagement in the organization's written administrative controls. The third delivery segment is **Technical Hours (TH)** which is utilized for the hands-on technical requirement for students to physically

Course Name:

MOT1 - First Aid/CPR/Bloodborne Pathogens

*Duration: **6 CH & 2 SP***

First Aid and Cardiopulmonary Resuscitation (CPR) training are based upon the American Red Cross (ARC) Standard. This training is delivered by an ARC-approved instructor employing mannequins and classroom-based activities. Students will participate in chest compressions first aid basics and undergo bloodborne pathogen (BBP) training in accordance with 29CFR1910.1030 (*Bloodborne Pathogen*) and 296-823 WAC (*Occupational Exposure to Bloodborne Pathogens*). BBP training covers Infectious Diseases and Other Potentially Infectious Materials (OPIM).

MOT2 – Lockout/Tag-out

*Duration: **4 CH & 1 SP***

Lockout/Tagout is based upon Energy Isolation and stored energy regulations under 29CFR1910.147 (*Control of Hazardous Energy*) and 296-803 WAC (*Safety Standards for Lockout/Tagout*). These standards cover the maintenance of machines and equipment in which the unexpected energization or start-up of machines or equipment, or release of stored energy, could harm employees.

MOT3 – Confined Space & Industrial Rescue

*Duration: **8 CH & 4 TH***

Confined Spaces are continually leading the Occupational Injuries Top 10 list. A space large enough and so configured to bodily entered, Not intended for continuous human occupancy, and limited entry and egress are the three required factors for identifying a confined space. Once a confined space is identified, specific steps must be taken to prevent injury and comply with all applicable regulations. Federal Regulations for Confined Spaces are covered under 29CFR1910.146 (*Confined Spaces*) and 296-809 WAC (*Confined Spaces*). Focused training on non-permit confined spaces and permit-required confined spaces are emphasized, with specific actions needing to be taken in each scenario.

Industrial Rescue training is an additional component of the Confined Space program and is required for all permit required-entry spaces. The Industrial Rescue component is imperative to the self-sustainment of any confined space program, which can be as simple (*e.g., tripod & blowers*) or as complex (*e.g., rope rescue*) to fit the entity's needs.

**MOT4 – Respiratory Protection***Duration: **4 CH & 1 TH***

Respiratory protective devices are required to be provided to employees who are likely to be exposed to a hazardous environment, known airborne concerns, and at the request of the employee when site conditions warrant recognized or anticipated hazards. Respiratory protection

MOT5 – Hearing Loss Prevention*Duration: **1 CH & 1 TH***

Employers are required by WAC 296-817-20020 and 29 CFR 1910 Subpart G to provide Noise and hearing protection training whenever an employee has the potential to work in an environment where the noise exposure exceeds 85 dBA. Training must occur when assigned to the position and be completed annually thereafter. With the proper selection and use of PPE hearing loss can be prevented.

MOT6 – Chemical Hazard Communication*Duration: **7 CH & 1 TH***

Employers have an obligation to communicate the hazards presented by chemicals in the workplace. This obligation is mandated under WAC 296-901 and 29 CFR 1910.1200. Chemical Hazard Communication is performed through awareness training and by building an understanding of safety data sheets, labels, and placards. Training should occur at the time of their initial assignment, and whenever a new chemical hazard the employees have not previously been trained about is introduced into their work area. Employee training will include methods and observations used to detect the presence of the hazard, the symptoms of exposure, and protective actions.

MOT7 – Lead/Asbestos*Duration: **6 CH & 1 TH***

The use of lead and asbestos was a very common practice for many years. It is typically found in many older homes and industrial facilities. The requirements for lead exposure training are covered in WAC 296-62-07521, and information about the requirements for asbestos is found in WAC 296-62-077. Training must be provided annually to any employees occupying or entering a workplace where there is the potential for exposure lead. Additionally, they must receive initial training within 180 days of their assignment to the workplace.

Individuals working with or on asbestos-laden materials can fall into multiple categories, each with different training requirements. Class IV asbestos work (maintenance and custodial work in buildings containing asbestos-containing materials) requires 2 hours of training annually. Training will include the location of asbestos-containing materials, instruction on how to recognize damaged, deteriorated, and delimitation of asbestos-containing building material, health effects, the symptoms of exposure, and protective actions. Training is required annually and after the initial assignment.

MOT8 – Work Near Water*Duration: **4 CH & 4 TH***

WAC 296-56 provides regulations regarding developing an Accident Prevention Program for waterfront-related operations. The program is tailored to the needs of a particular process by employers and



employees working in conjunction. To develop this program, surveillance and risk analysis is required for each operation to determine hazards and identify mitigation strategies.

MOT9 – Rigging and Lifting

*Duration: **1 CH & 2 TH***

Rigging and lifting equipment is covered in WAC 296-24 Part D Materials Handling and Storage and 29 CFR 1910.179. In general, personnel performing lifting operations must be qualified with the respective equipment or apparatus. Knowledge of equipment and operator limitations is paramount to establishing and maintaining a comprehensive safety program.

MOT10 – Fall Protection. (Elevating Work Platforms) *Duration: **1 CH & 2 TH***

WAC 296-869 provides specific guidance on the use of Elevating Work Platforms. Operators of elevating lifts must complete training and demonstrate skill before they are permitted to operate a lift. Training will cover inspection, application, and operation, as well as recognizing and avoiding hazards.

WAC 296-880 provides Unified Safety Standards for Fall Protection. A competent person must provide fall protection training, and it shall enable the employee to understand fall hazards, identify when and what type of protection is required, describe limitations of use, and discuss proper care, maintenance, and service of protection systems.

MOT11 – Emergency Response (Hazmat Release) *Duration: **8 CH & 4 SP***

Emergency Response operations are discussed in WAC 296-824. This regulation differs from the requirement for developing Emergency Response Plans and conducting training at the right expected service level. Individuals who perform limited operations or those expected to encounter hazardous materials during an emergency should be trained to the HAZWOPER awareness level and receive ICS (Incident Command System) training. Additional training requirements are outlined in WAC 296-843 (Hazardous Waste Operations) and 29 CFR 1910.120 that may pertain to specific duties or conditions of personnel.