

CITY COUNCIL MEETING AGENDA



City of Lake Stevens Vision Statement

We are a thriving community that promotes a vibrant economy, preserves natural beauty, and supports an exceptional quality of life for all.

March 12, 2024 - 6:00 PM

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

or Join Zoom Meeting: <https://lakestevenswa.zoom.us/j/83108981287>

or call in at (253) 215-8782 Meeting ID 83108981287

1. **Call to Order**
2. **Pledge of Allegiance** Mayor
3. **Roll Call**
4. **Approval of Agenda** Council President
5. **Guest Business**
 - A. Introduction of Public Works Crew Members Sawyer Luna and Anthony Villarreal Aaron Halverson
 - B. Introduction of Police Records Specialist Cady Byram Jeffrey Beazizo
 - C. Presentation from Port of Everett Lisa Lefeber, CEO/Executive Director
6. **Citizen Comments**
7. **Council Business** Council President
8. **Mayor's Business**
9. **City Department Report**
 - A. 1st Quarter 2024 Update on the Transportation Benefit Program Frank Reinart
10. **Consent Agenda**
 - A. 2024 Vouchers Barb Stevens
 - B. City Council Retreat Meeting Minutes of February 8 and February 9, 2024 Kelly Chelin
 - C. City Council Meeting Minutes of February 20, 2024 Kelly Chelin
 - D. City Council Meeting Minutes of February 27, 2024 Kelly Chelin

- | | | |
|----|--|-----------------|
| E. | Professional Services Supplement Agreement 4 for AquaTechnex, LLC | Shannon Farrant |
| F. | Professional Services Agreement to Kimley-Horn and Associates for the 20th Street NE and Main Street Intersection Project (Main Street Roundabout Project) | Frank Reinart |

11. Adjourn

THE PUBLIC IS INVITED TO ATTEND

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



Port of Everett Boundary Enlargement Ballot Measure

Presentation to
Lake Stevens City Council

March 12, 2024

Lisa Lefeber
CEO/EXECUTIVE DIRECTOR

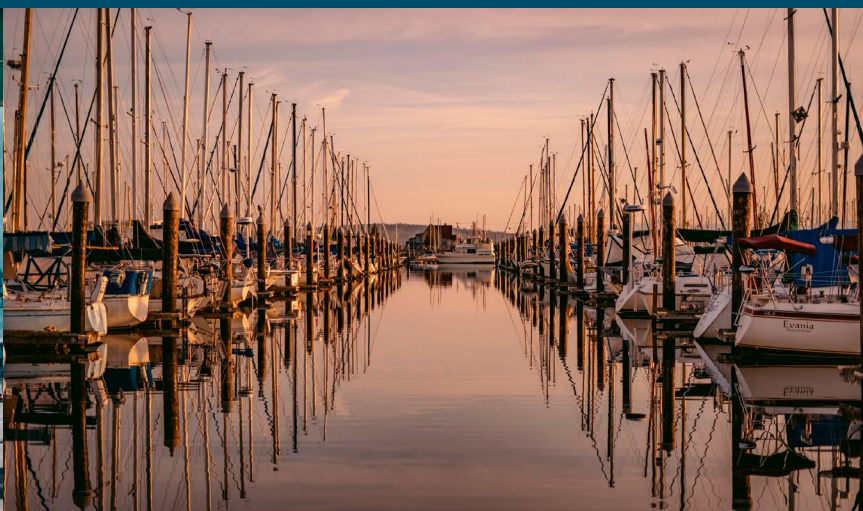
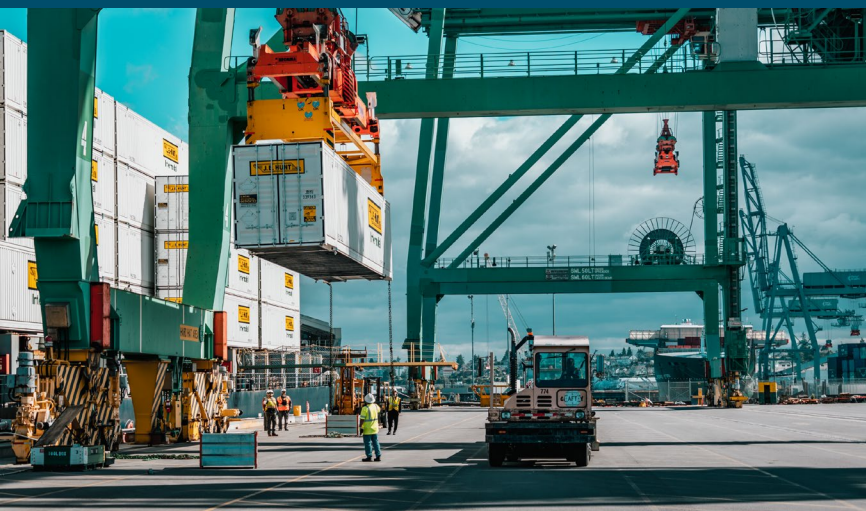


Port of Everett

Overview + History

About the Port of Everett

- ✓ Port District and boundaries formed in 1918; serves nearly 110,000 people
- ✓ Governed by three elected commissioners
- ✓ Special Purpose District chartered with 'economic development'
- ✓ Supports Snohomish County's two largest employers – Boeing & Naval Station Everett
- ✓ Supports ~40,000 jobs in the region & contributes \$433M in state/local taxes
- ✓ Operates three lines of business: Seaport, Marina, Real Estate
- ✓ Largest public marina on the West Coast
- ✓ Everett's customs district ranks 2nd in the state at \$21 BILLION in exports (including airplanes)
- ✓ 3rd largest container port in the state
- ✓ Designated MARAD Strategic Commercial Seaport – one of only 18 nationwide
- ✓ Homeport to Naval Station Everett





P

PEOPLE

Ports create jobs & enhance the quality of life for the people of the communities they serve

O

OPPORTUNITY

Ports deliver a strong economy & create opportunities for future generations to thrive through community investments

R

RECREATION

The Port of Everett has invested \$100M+ in new public access amenities since the early 2000s

T

TRANSPORTATION

Ports help move goods & people more efficiently with investment in trade & transportation projects

S

SUSTAINABILITY

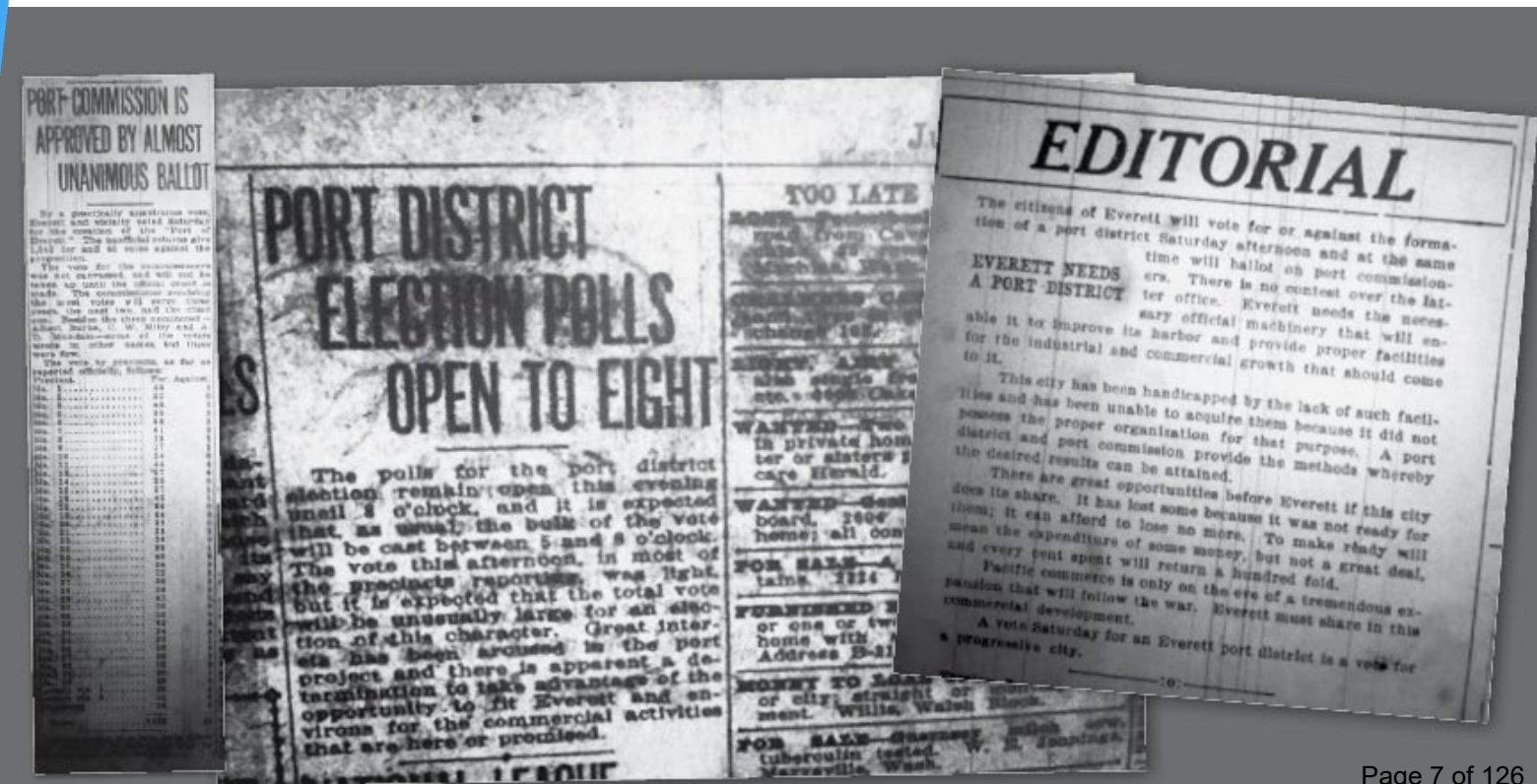
The Port is a committed steward of our air, land & sea with clean up of 250+ acres, creation of habitat & more

Port of Everett Created in 1918

The Port of Everett was the seventh public port district created in Washington state.

Today, there are 75 public port districts throughout the state.

- ✓ Port District Act of 1911 allowed citizens of any Washington county to create a port district (encompassing all or part of the county); RCW 53
- ✓ Vote to create countywide port district on June 8, 1918 fell short by a few votes; about a month later, Port of Everett was created by special election on July 13, 1918 – in large part at the time to attract wartime industries
- ✓ Boundaries covered most of City of Everett, portions of City of Mukilteo and parts unincorporated Snohomish County; *they remain unchanged today*



History

Ports, like the Port of Everett, serve as economic engines for their communities.

Ports invest in infrastructure designed to grow the economy and create jobs.



1911 – First public ports in the State of Washington established under the Port District Act of 1911 (RCW 53)

1918 – Port of Everett established as the seventh port in the State of Washington

1920 – Port builds Mukilteo Ferry Landing to support service to Clinton

1928 – Dedication of Everett Airport, Snohomish County's first airport

1929 – Acquisition of 14th St. Dock, Jetty Island, Preston Point

1942 – Track O taken over by U.S. Navy to support shipbuilding during WWII

1951 – Port approves bonds for the enlargement of Tract O

1965 – Port dedicates new 950-slip "Everett Yacht Basin," (Central Docks)

1968/69 – Port builds alumina dome at seaport and installs first crane

1972/73 – Removal of City Dock (Pier 2); Hewitt Terminal Expansion

1977 – Port opens boat launch (then six lanes)

1980 – Completion of first phase of Norton Terminal for cargo operations

History Continued

**Not an exhaustive list*

1983 – Acquisition of Weyerhaeuser Mill A

1987 – Port sells 110 acres of seaport to Navy for Naval Station Everett

1988 – South Terminal developed into log export facility

1993 – Expansion of boat launch, development of a chill facility at the Seaport, acquisition of former Biringer Farm (Blue Heron Slough)

1983 – Port begins expanding shipping terminals to support aerospace

1998 – Acquisition of the Weyerhaeuser Mill B property

2005 – Port installs two 40-ton container cranes at Pacific Terminal

2007 – New 220-slip yacht basin opens (North Docks)

2008 – Mount Baker Terminal opens to support aerospace

2011 – Waterfront Center and state-of-the-art boatyard opens

2013 – U.S. Air Force transfers Mukilteo Tank Farm to the Port

2016 – Port transfers ownership of Mukilteo tank farm to the state, City of Mukilteo, Sound Transit, and the Tulalip Tribes

2019 – Port acquires former Kimberly-Clark mill site for maritime use

2020 – Formalized partnership with Arlington & Marysville for CIC

2020 – Port completes \$36M Central Marina Recapitalization project

2021 – Opened modernized S. Terminal; Norton Terminal groundbreaking

2021 – First housing in the history of the waterfront opens; dedication of new fishing dock in Mukilteo

2021 – Port and Dept. of Ecology complete Bay Wood shoreline cleanup

2022 – Port starts building restaurant row; secures private developers

2022 – Kicks off visioning exercise for Mukilteo Waterfront

A Ports Purpose

Ports are special purpose districts (RCW 53) like a school, fire or public utility district.

The Legislature has given ports broad authorities for economic development.

Each port focuses its lines of business and port operations in ways that mirror their community and the specific economic development needs of their district.

TOOLS OF THE TRADE

A SNAPSHOT OF THE UNIQUE TOOLS + AUTHORITIES OF PORT DISTRICTS



Creating & Maintaining Jobs



Economic Development Tools



Transportation Improvements



Environmental Cleanup & Sustainability



Waterfront Development & Access



Community Revitalization



Restoration of Industrial Lands



Key State & Federal Partnerships



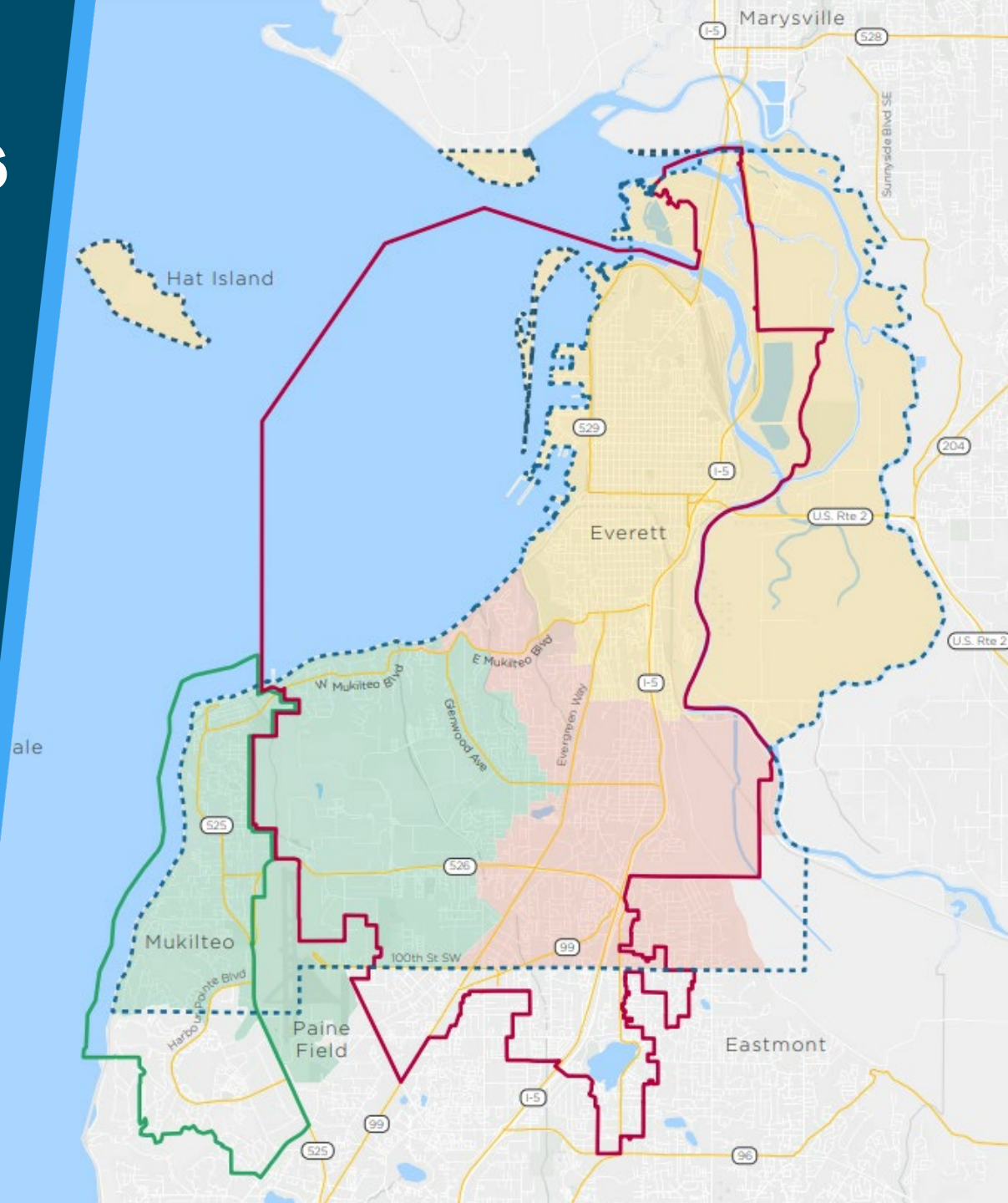
Connected & Efficient Supply Chain



Access to Grants & Project Funding

Current Boundaries + Governance

- ✓ The Port is governed by three elected commissioners; six-year terms
- ✓ The Port Commission is responsible for setting the policy.
- ✓ The Port Commission hires an Executive Director/CEO to carry out its policies.
- ✓ The Port District encompasses most of Everett, portions of Mukilteo, and parts of unincorporated Snohomish County in the Marysville area.



Port District Boundaries

- Port of Everett Boundary
- Port of Everett 1st District
- Port of Everett 2nd District
- Port of Everett 3rd District
- Everett City Limits
- Mukilteo City Limits
- Streets and Highways

Port Property Tax Snapshot

Port portion of tax bill

Estimated annual Port tax for a \$550K home/property in 2023 is about \$102

How are Port taxes are used?

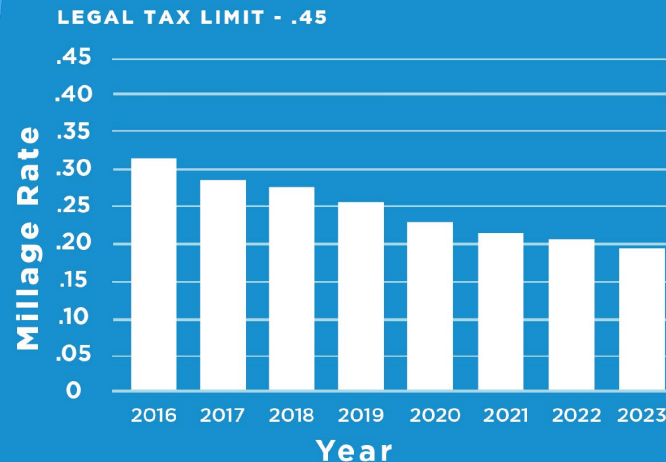
Capital projects, public access, and environmental remediation

How are Port taxes are NOT used?

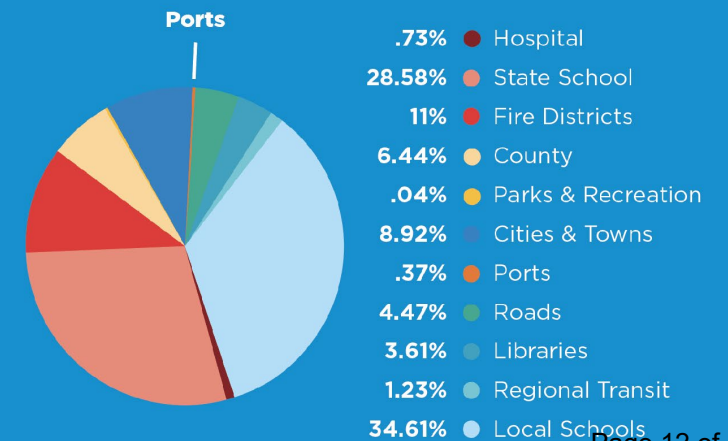
Any operating costs, including staff salaries and benefits

- ✓ Ports operate like private business where our operations are self-funded, but public investment is all reinvested in the community through capital projects.
- ✓ Port of Everett property tax is dedicated exclusively to capital projects, public access, and environmental remediation.

Tax Rate Trends



Snohomish County Distribution of Taxes 2022



Economic Value

The Port of Everett brings value and invests in its community.

YOUR PORT DELIVERS...

- ✓ Critical infrastructure to support Snohomish County's two largest employers – The Boeing Company & Naval Station Everett
- ✓ Investments in a thriving Snohomish County economy
- ✓ A robust supply chain that brings goods from around the world efficiently to your doorstep
- ✓ A diverse, sustainable economy that generates family-wage jobs in Snohomish County
- ✓ Investments in tourism, recreation, and quality of life amenities
- ✓ Environmental stewardship that improves quality of life for Snohomish County residents

Mission statement: The Port strives to bring quality jobs, business, and tourism opportunities to its local and surrounding communities, and is committed to enhancing, restoring and preserving the overall environmental health of our waterfront.

Port District Boundary Exploration

Washington State County-wide Ports



Why Now?



- ✓ During the Port's Strategic Plan outreach in 2018/2019, the Port sought public feedback to help set a roadmap for the next decade of Port initiatives. During public engagement, the Port heard interest in expanding Port boundaries linked to a desire to see the Port's strategic investments and infrastructure improvements stretch into other parts of Snohomish County.
- ✓ With all of the Port of Everett's existing properties within its current district developed, in development now or programmed for future development, the Port is looking to the future to see how and where its unique tools and resources could create new economic value throughout the county.
- ✓ Ports are limited in their ability to invest in areas outside of their boundaries and partner with neighboring cities to advance their specific economic and community priorities.
- ✓ Given these limitations and initial interest, the Port Commission tasked staff with taking a formal look at boundary expansion to see if, and where, Port partnership is desired.

Economic Value Study + Community Assessment

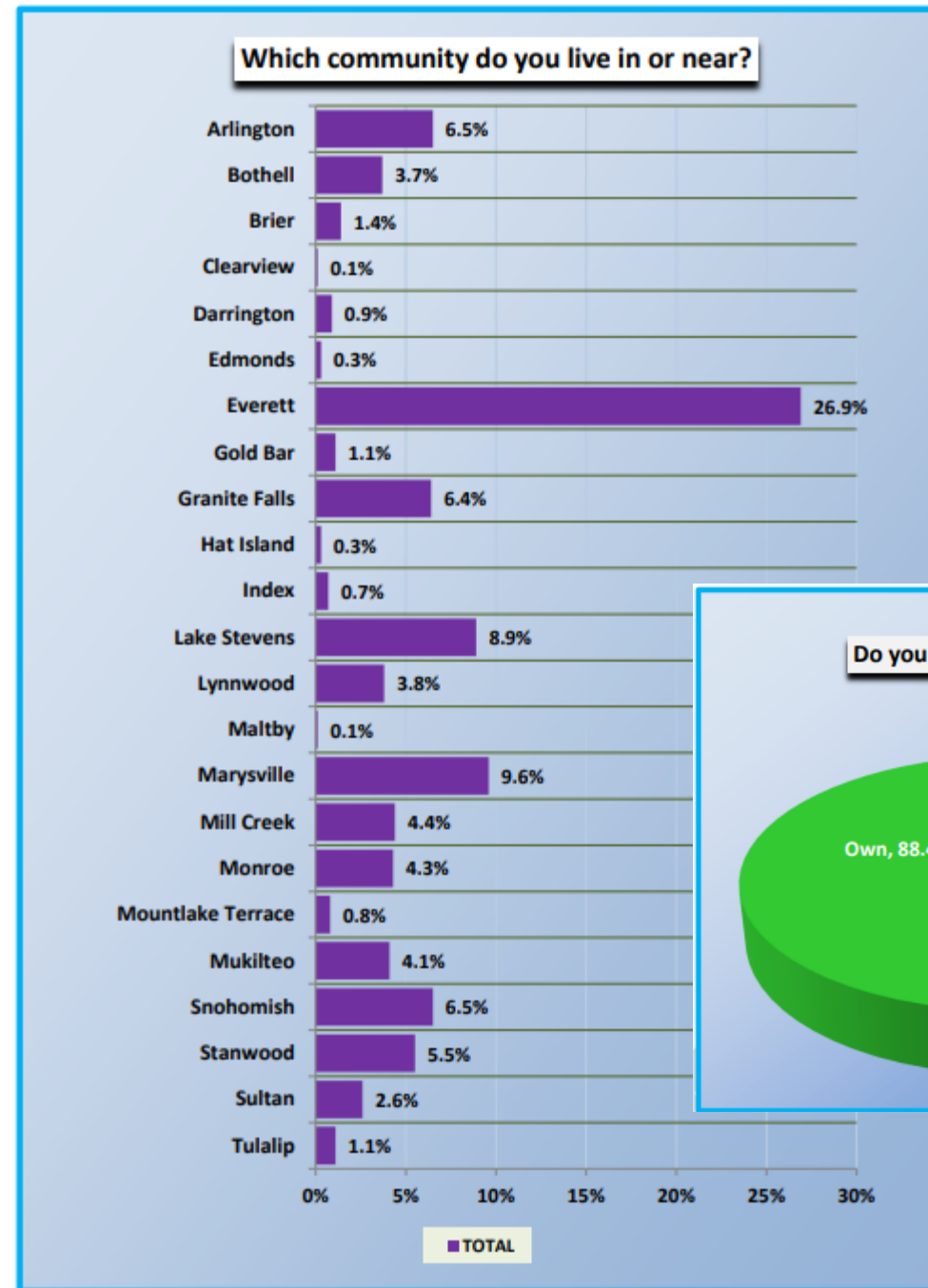
- ✓ Assessment of existing Port assets/value
- ✓ Dozens of meetings & presentations providing information on boundary exploration
- ✓ Conversations with leaders and business community throughout County & month-long community survey opportunity
- ✓ Outreach, media efforts & materials to share information/encourage survey participation



Informal outreach started following adoption of 2020 Strategic Plan (2020 – 2022); formal outreach (above) started in 2023

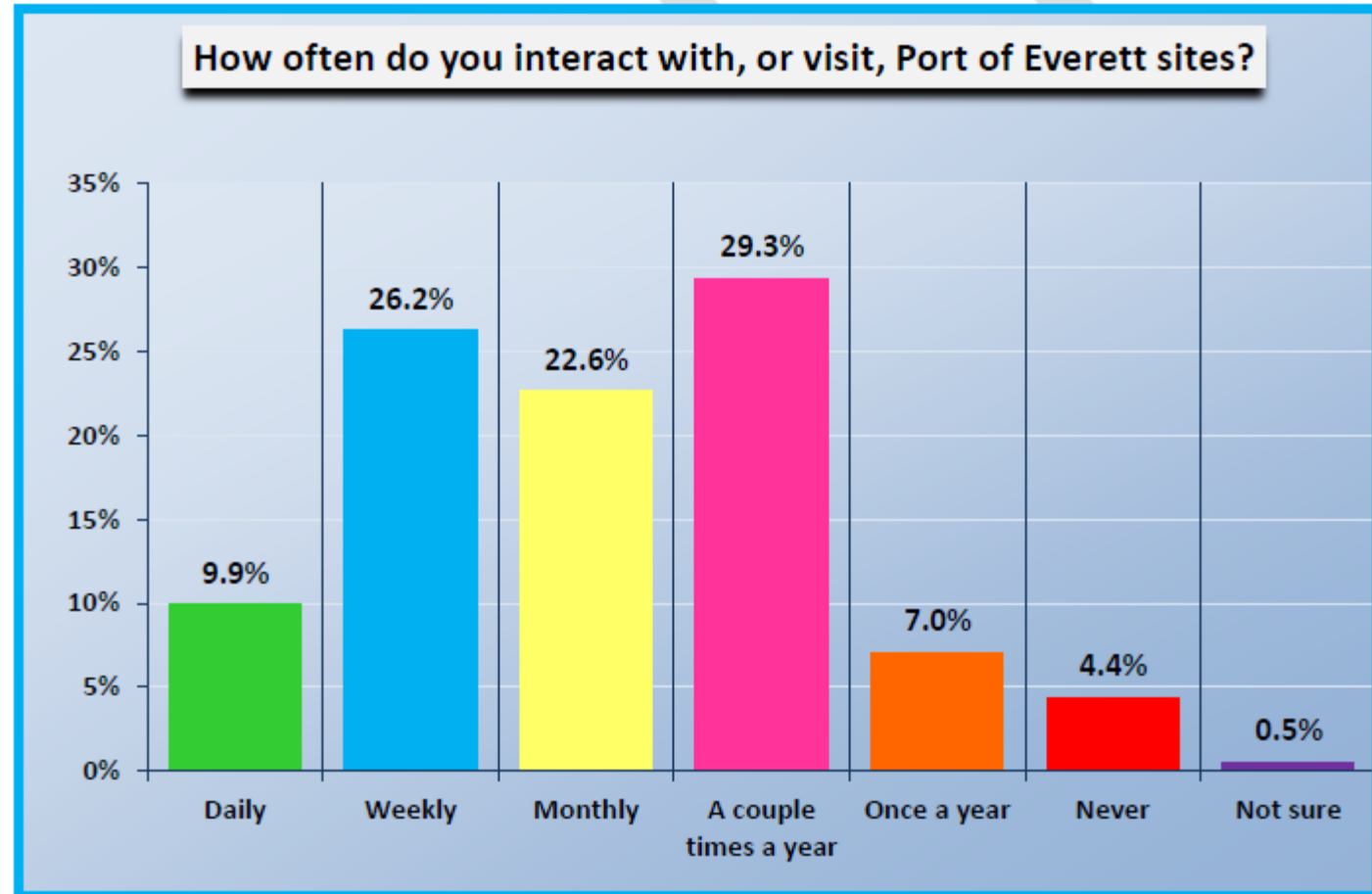
Community Survey Overview

- ✓ Contracted third-party firm Critical Data
- ✓ Represents cross-section of residents & business owners throughout the County
- ✓ 1,514 responses from 23 communities
- ✓ 82.6% residents; 17.4% business owners
- ✓ Most responses from Everett, Marysville, Lake Stevens, Snohomish, Arlington, Granite Falls & Stanwood
- ✓ 88.4% own their home



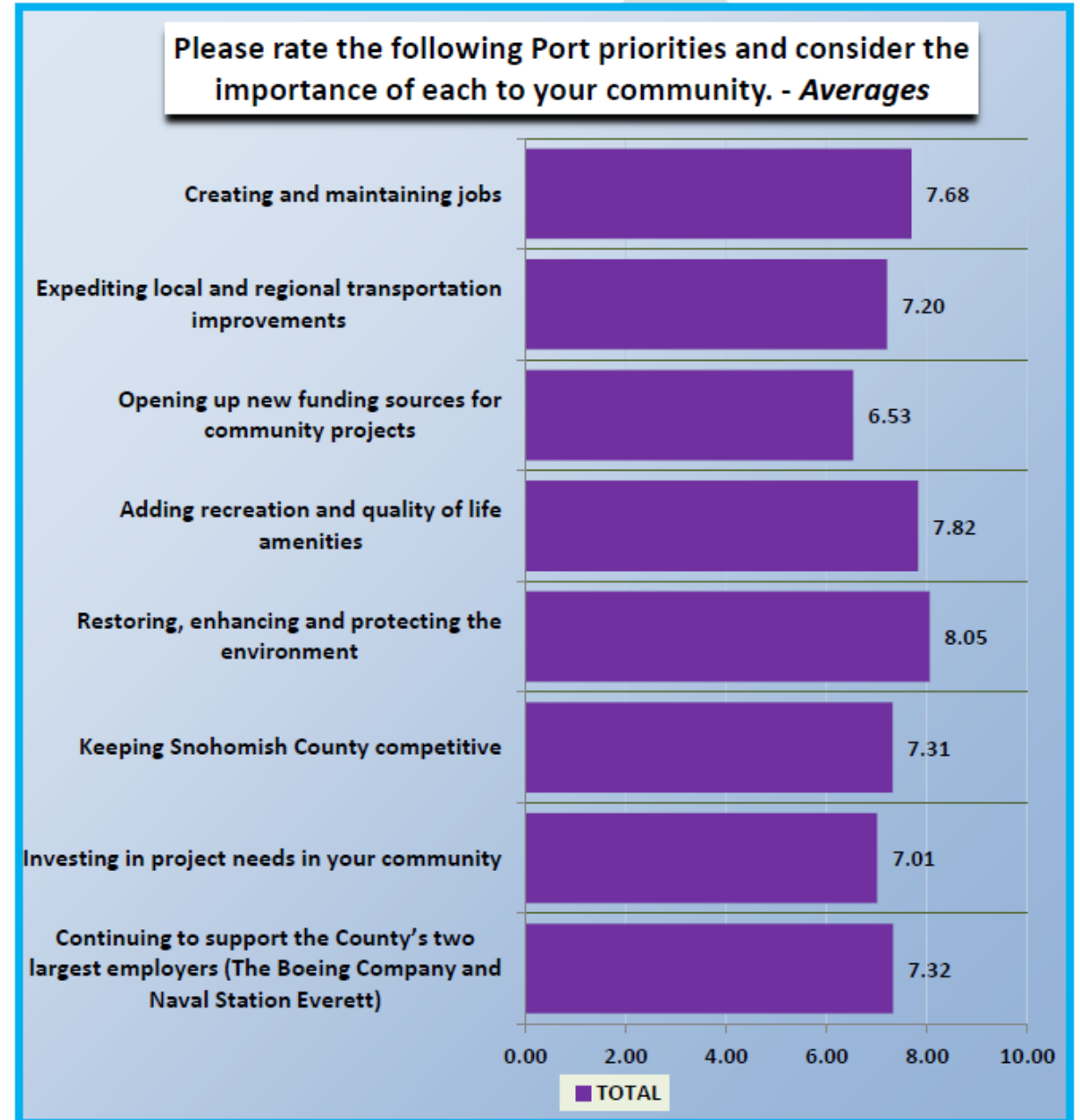
How often do you interact with or visit the Port?

- ✓ Majority of survey respondents have a good to strong familiarization with the Port of Everett
- ✓ 59% of all survey respondents (and 68% of business owner respondents) visit or interact with the Port daily, weekly or at least once a month



Ranking of Port Priorities

- ✓ Of the 8 priorities to be ranked, 7 of them were rated 7 or higher indicating that nearly all were considered important to respondents
- ✓ Top three were:
 - ✓ Restoring, enhancing and protecting the environment
 - ✓ Adding recreation and quality of life amenities
 - ✓ Creating and maintaining jobs



Future Projects + Improvements

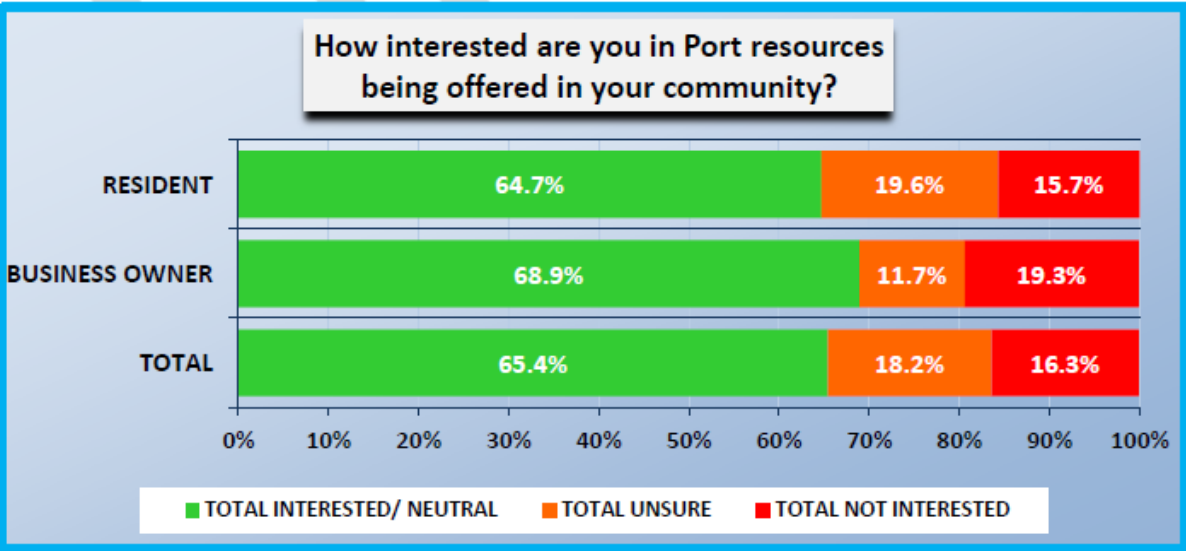
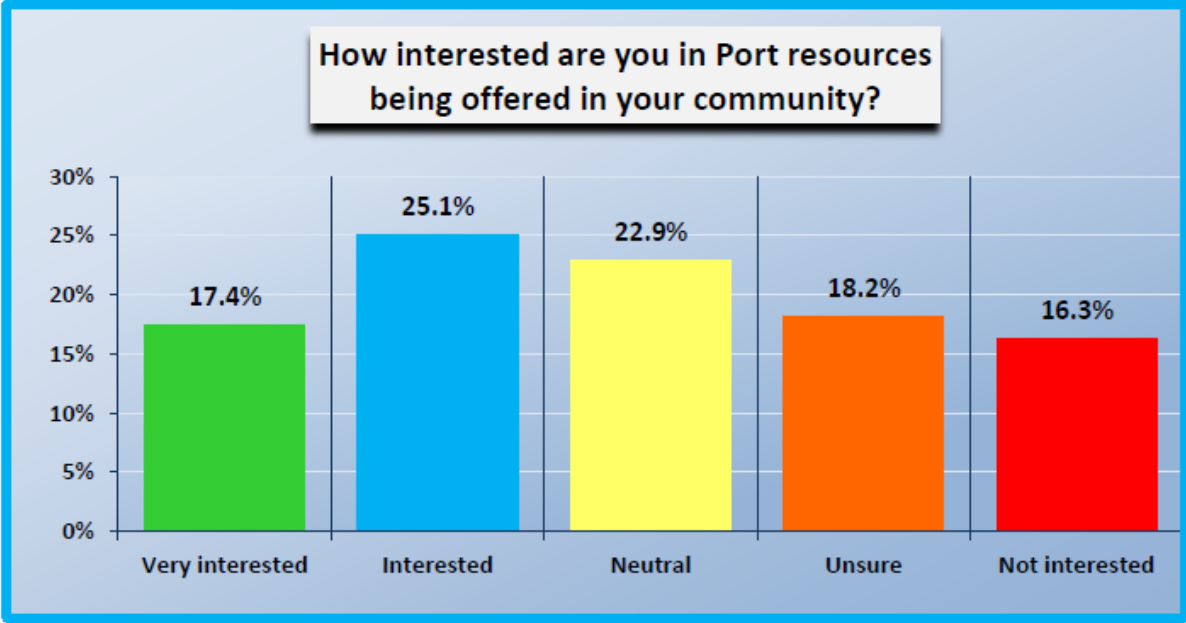
Combined Summary

RESPONSE	TIMES MENTIONED	PERCENTAGES
Recreational amenities	866	57.2%
Transportation improvements (i.e., traffic congestion relief, rail crossings, freight mobility, etc.)	831	54.9%
Habitat restoration (i.e., salmon recovery)	802	53.0%
Waterfront development & access	756	49.9%
Environmental Cleanups & sustainability initiatives	743	49.1%
River management (i.e., dredging, derelict vessel removal)	637	42.1%
Community revitalization	574	37.9%
Boating-related facilities & access	522	34.5%
Mixed-use development (i.e., commercial, retail, housing)	504	33.3%
Workforce development & training programs	444	29.3%
Airport facilities	430	28.4%
Close-to-home job centers	358	23.6%
International trade/ maritime/ supply chain infrastructure	357	23.6%
Broadband access	265	17.5%
Industrial developments/industrial parks	159	10.5%
None	77	5.1%

**1,514 responded to this question
Question allowed for more than one response
Percentages based on number of respondents*

Gauging Interest in Port Resources

- ✓ 40.7% of resident respondents and 51.1% of business owner respondents are interested to very interested in Port resources
- ✓ 65.4% are interested (overall) to neutral
- ✓ 18.2% were unsure; likely indicating a need for more information on the topic
- ✓ Only 16.3% of respondents expressed they were not interested in Port resources



How interested are you in Port resources being offered in your community?

By Community

	ARLINGTON	BOTHELL	BRIER	CLEARVIEW	DARRINGTON	EDMONDS	EVERETT	GOLD BAR	GRANITE FALLS	HAT ISLAND	INDEX	LAKE STEVENS	LYNNWOOD	MALTBY	MARYSVILLE	MILL CREEK	MONROE	MOUNTLAKE TERRACE	MUKILTEO	SNOHOMISH	STANWOOD	SULTAN	TULALIP	TOTAL
Interested (overall) and Neutral	69.4%	66.0%	57.1%	0.0%	69.3%	80.0%	62.8%	58.8%	41.2%	40.0%	80.0%	68.9%	72.4%	100%	76.5%	62.1%	67.7%	58.3%	64.5%	65.7%	66.8%	76.9%	88.3%	65.4%
Unsure	18.4%	28.6%	23.8%	0.0%	7.7%	0.0%	18.6%	29.4%	23.7%	20.0%	10.0%	14.8%	19.0%	0.0%	15.9%	28.8%	13.8%	33.3%	12.9%	15.2%	16.7%	15.4%	5.9%	18.2%
Not interested	12.2%	5.4%	19.0%	100%	23.1%	20.0%	18.6%	11.8%	35.1%	40.0%	10.0%	16.3%	8.6%	0.0%	7.6%	9.1%	18.5%	8.3%	22.6%	19.2%	16.7%	7.7%	5.9%	16.3%
TOTAL	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

Highlights for Lake Stevens

- ✓ 135 responses from Lake Stevens (about 9%); 23% think they are already in the Port District
- ✓ 69% are interested (overall) to neutral
- ✓ Top interests were transportation (Highway 2), recreation, waterfront development/access, environment/habitat, river management, Jobs, water transport (people and goods)
- ✓ Businesses interested in a connected & efficient supply chain, transportation improvements, community revitalization, small business grants

Optional Question on Specific Projects from Lake Stevens

Lake Stevens	Resident	Yes	
			Better treatment of the slip holders. Marina means boats. I have moored a boat at the POE since 2007. In the past few years, I have felt like we are pushing away just the kind of people we want to keep here. Your option didn't allow me to voice that I spend equal amounts of time on my boat and in Lake Stevens. I considered getting live abroad access when I purchased my current boat in 2019. But I am not actually living on my boat. I am on a waiting list to move my boat to another marina. If expanding the boundaries means disrespecting those who belong in an area, then count me out.
Lake Stevens	Resident	Yes	Cedarwood Clubhouse.
Lake Stevens	Resident	Yes	Fix the trestle traffic.
Lake Stevens	Resident	Yes	Fixing the parking- as slip holders it is vital the parking is fixed. Now having to pay to park where visitors are charged while regularly having neighbors having cars stolen is frustrating. We are paying for the parking lot to be maintained but now we have automated cars and drivers who never leave them, security is none existed. I used to see them several times a week down there. I haven't seen security driving around in months. Crime is at an all-time high, and nothing is being done even with increased revenue.
Lake Stevens	Resident	Yes	Getting rid of drug addicts and their filth everywhere. I would invest significantly more time/money in local businesses, if I didn't have to deal with them and their tweaker activities and crime. Not community transit and their scam projects. We don't need more taxes for busses that just drive around drug addicts and force people to live with their choices.
Lake Stevens	Resident	Yes	Getting rid of the homeless, drugs, and safe recreation, walking areas.
Lake Stevens	Resident	Yes	Harm reduction, mental health services, supporting food banks and housing.
Lake Stevens	Resident	Yes	Highway 2 trestle upgrades. Walking trail around Lake Stevens.
Lake Stevens	Resident	Yes	Housing.
Lake Stevens	Resident	Yes	improvements to US 2 trestle to relieve traffic, add bike lanes, and restore salmon habitat.
Lake Stevens	Resident	Yes	Job.
Lake Stevens	Resident	Yes	Keep adding business to the waterfront!
Lake Stevens	Resident	Yes	Local fishing and produce.
Lake Stevens	Resident	Yes	Neighborhood watch programs, community youth activity centers, and more community parks with walkable access for families.
Lake Stevens	Resident	Yes	New minor league baseball stadium, outdoor concert venue.
Lake Stevens	Resident	Yes	Not at this time.
			Clean up the Snohomish River, lots of junk boats, lots of snags that prevent us from boating in the Lowell area. Clean up the covered roofs at the Port South docks. They are rotting off and look horrible.
			Clean-up the waterfront and waterways.
			Cleaning up downtown Everett.
			Community waterfront access. parks, personnel watercraft access, and amenities. Environmental and wildlife education. The nesting areas for herons and other birds needs to recognized and protected.
			Dog park, dog-friendly spaces, kayak, rowboat and SUP rentals for families. Art show, history displays (small Maritime/Port history museum?).
			Fish market.

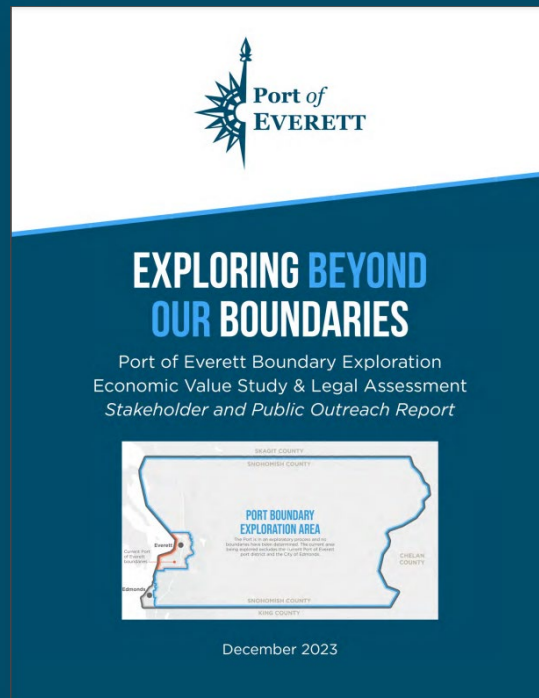
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Optional Question on Specific Projects from Lake Stevens, Continued

	Lake Stevens	Resident	Yes	
				Outdoor activities for families. More days added to music at the marina, Friday and Saturday nights would be super fantastic for us people have to get up and work the next day LOL Improve wait time and better access to Jetty Island, i.e. run 2 boats etc., adding a boardwalk would be fabulous! As well as more walking trails at the marina. A designated bike only path would be awesome! Add volleyball/ badminton nets in the grassy area behind Scuttlebutts. Add firepits, barbecues and more benches to watch the sunsets, beautiful scenery & bay, (Mukilteo Park is a great example). Add RV camping pads for us folks who get back late on our boats when too tired to drive home. As well as making Hotel Indio more affordable. Please and thank you to all the above.
Lake Stevens	Business Owner	Yes	Arts and culture, development and support of the creative economy, quality of life initiatives, environmental clean-up, and salmon recovery.	Passenger airport expansion.
Lake Stevens	Business Owner	Yes	Clean up your f*****g mess.	Perhaps a little shellfish but I would love to buy fresh seafood at the port.
Lake Stevens	Business Owner	Yes	East / West transportation - specifically the US-2 corridor.	Port support facilities beyond the waterfront.
Lake Stevens	Business Owner	Yes	Improve and expand marina. 2.5 year wait lists for slips is unacceptable. Improve security at Marina.	Public access to Lake Stevens.
Lake Stevens	Business Owner	Yes	More retail restaurants places to visit.	Public transportation is the ideal way to improve traffic congestion. Currently it is most efficient at shuttling people out of the city. A tram from Lake Stevens Park and Ride to Everett Station my be the biggest game changer to trestle traffic.
Lake Stevens	Business Owner	Yes	Parks.	River and waterway transportation. This will take pressure off traffic congestion. Europe and Asia use their waterways much more effectively. US relied way too heavily on roads and trucks = high carbon footprint.
Lake Stevens	Business Owner	Yes	Preservation of open space, walking trails in forest, animal preservation and conservation areas.	Senior related support.
Lake Stevens	Business Owner	Yes	Restoration of the equator boat of Robert Lewis Stevenson.	Snohomish River salmon restoration. Also, I-5 and trestle congestion relief.
Lake Stevens	Business Owner	Yes	Sidewalks and bike trails added all around the lake. There are some really unsafe areas to ride bikes or walk around the lake along with lake view drive. The population has exploded with little road infrastructure added.	Support for general aviation. We are a part of a flying club with hangers at Paine and see the general aviation getting pushed out as Paine expands commercial.
Lake Stevens	Business Owner	Yes	Transportation and traffic relief	That pretty well covers it.
Lake Stevens	Business Owner	Yes	We need a safe space for youth to do things. Bring in an arcade, bowling alley, roller skating rink, pickle ball courts, etc. We need space that is easily accessible for people with disabilities. Lots of wheelchair ramps are too steep and awkwardly built and not user friendly. Most things are not built with disabilities in mind which means a huge population of people are discriminated against by default of poorly planned building and pathway designs. Create space where people can learn various trades and get internships or journeymanships without having to do expensive schooling.	Transportation. More sidewalks. Ada compliance/ more wheelchair accessible areas. Recreational areas. Parks trails water access.
Lynnwood	Business Owner	Yes	The homeless in Gold Park. We need that park for our children. Not for homeless camping even they don't deserve to be left out in the cold.	US 2 trestle.
				Water taxis to all same stops the sounder makes and beyond.

Key Takeaways

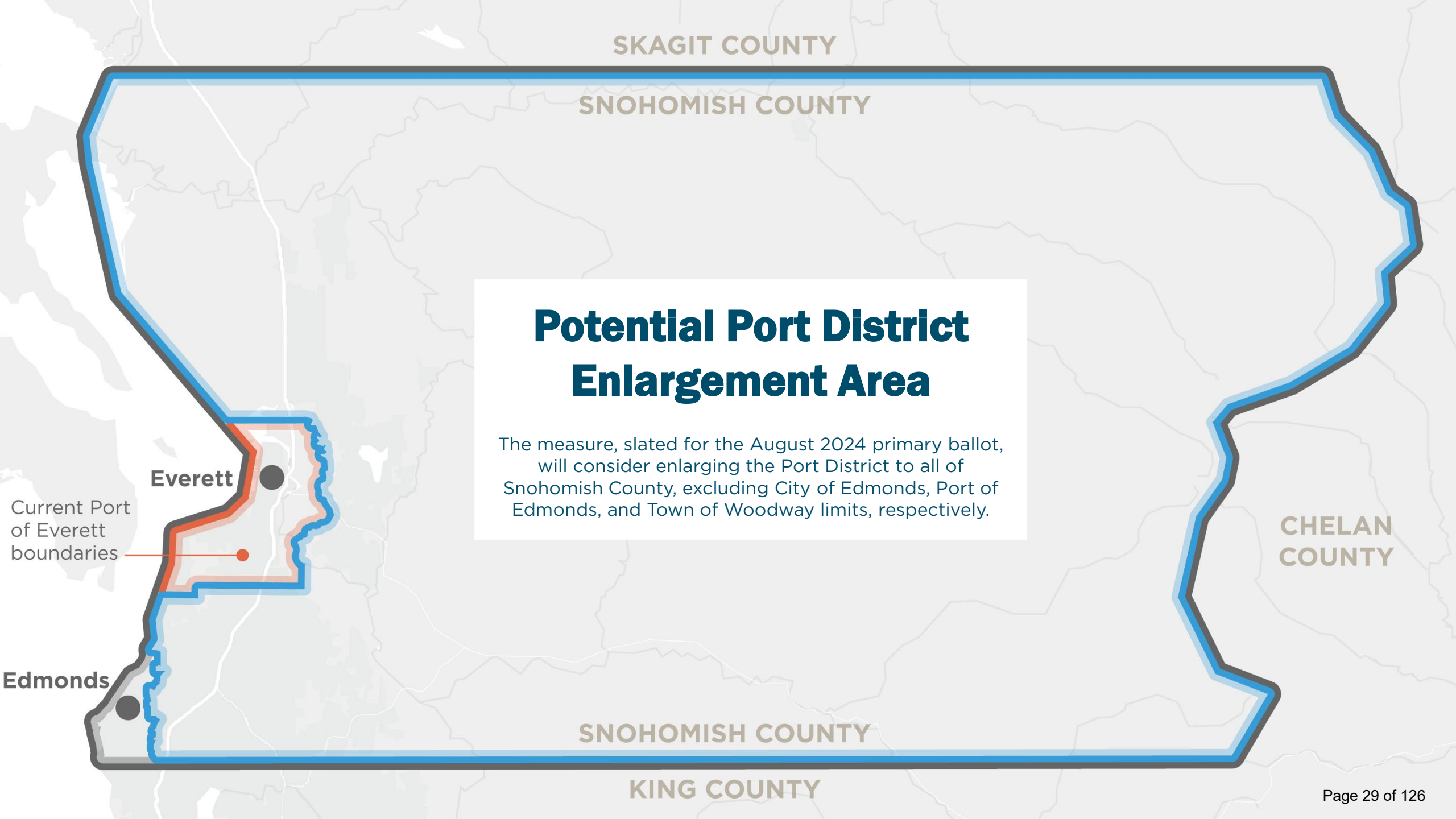


- ✓ We heard a clear understanding of the value that the Port could bring to other parts of Snohomish County – beyond the Port’s existing boundary lines.
- ✓ We heard interest in various ways the Port could partner with other communities to support key economic & community priorities.
- ✓ Priorities that rose to the top included transportation improvements, job creation, and waterfront development and access, among others.
- ✓ Residents also highlighted environmental cleanup and sustainability initiatives a top priority; while residents and businesses highlighted habitat restoration and recreational amenities, among others.
- ✓ In stakeholder briefings, the Port also heard a strong interest in access to grants and project funding, and the unique authorities and economic development tools available to port districts, including FTZ.

Port District Boundary Enlargement Measure

Port of Everett Commission Action

Based on the feedback from leaders, residents and businesses across Snohomish County, the Port of Everett Commission took historic action on Dec. 20, 2023, unanimously passing Resolution No. 1220, directing Port staff to submit a proposition of enlarging the limits of the existing Port District to the Snohomish County Council for voter consideration – a first since the citizens voted to create the Port 105 years ago in 1918.



SKAGIT COUNTY

SNOHOMISH COUNTY

Potential Port District Enlargement Area

The measure, slated for the August 2024 primary ballot, will consider enlarging the Port District to all of Snohomish County, excluding City of Edmonds, Port of Edmonds, and Town of Woodway limits, respectively.

CHELAN COUNTY

SNOHOMISH COUNTY

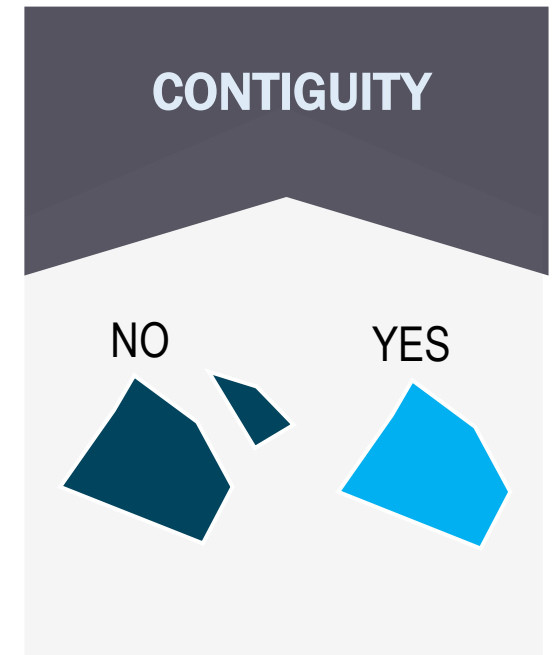
KING COUNTY

Legal Assessment

Electoral process that must be followed if the Port were to enact new boundaries.

To be enacted, proposed boundary expansion must be:

- ✓ A contiguous area
- ✓ Passed by the Port Commission
- ✓ Approved by Snohomish County council prior to being added to the ballot
- ✓ Passed by voters of the proposed expansion area by 50.01% (or simple majority)
- ✓ Governance structure and re-districting would occur later if a port expansion was approved by the voters



Governance Structure + Redistricting

The legal assessment.

Governance Structure

- ✓ If boundary expansion was approved by voters, and the population of the new Port District exceeds 500,000, it would prompt a ballot vote at the next district general election at the latest to ask the voters if they want three or five commissioners.
- ✓ The Port could include the option on that ballot to have the two additional commissioners be at-large positions; the option to have the two additional positions be at large can also be presented at a later time to the voters.
 - ✓ a. If the option to have the two additional commissioner positions be at-large is not included on the ballot, and the voters vote in favor of increasing the number of commissioners to five, then the default would be that the Port be divided into five districts.
 - ✓ b. If the option to have the two additional commissioner positions be at-large is included on the ballot, but the voters vote against the at-large positions but in favor of increasing the number of commissioners to five, then the Port would be divided into five districts.

Governance Structure + Redistricting

The legal assessment.

Redistricting

- ✓ After a vote on whether to expand the Port Commission to five commissioners, the Port would then go through a redistricting process to redistrict the newly expanded Port boundary map to:
 - ✓ (i) enlarge the current three districts (in the event the voters vote for the two additional positions to be at-large or the voters vote against increasing the number of commissioners from 3 to 5), or
 - ✓ (ii) expand to five districts (in the event the voters vote against the two additional positions to be at-large or such at-large option is not presented to the voters). In either case, the districts must have, as nearly as possible, equal populations.

Q & A



CITY DEPARTMENT REPORT



Agenda Date: 3/12/2024

Contact Person/Department: Frank Reinart, Public Works

As requested by City Council at the December 12, 2023 meeting, this presentation provides a 1st quarter update on the Transportation Benefit Program (TBP).

TBP projects identified as underway at the December 12 meeting have progressed further during the past three months:

- The Main Street Improvement project, funded by a federal transportation grant as well as local TBP and other funds, is presently undergoing a final technical review by the Local Programs division of the Washington State Department of Transportation. This review focuses on the final contract documents to verify they comply with all current, applicable federal regulations. Completing this review will be one of the last steps in the design process in order to obligate the federal funds for our scheduled construction later in 2024.
- Kimley-Horn and Associates, Inc. was selected as our preferred consultant candidate for the Main Street Roundabout project. During February, Kimley-Horn developed a scope of services and fee schedule for a professional services agreement for civil engineering design and environmental permitting services. Upon approval and execution of the professional services agreement, the Kimley-Horn team will begin early design and environmental study efforts this spring. As this project is also funded by a federal transportation grant, much of the early efforts for the project team will be focused on preparing documentation required for a National Environmental Protection Act (NEPA) review.
- Design work continues for the 91st Avenue SE improvements project, which will add continuous sidewalk and bicycle access along the east side of the street between the intersections with Market Place and 8th Street SE. The project team recently completed two conceptual layouts and preliminary estimates for a shared-use path scenario and a traditional bicycle lane/sidewalk scenario, which are currently being reviewed by City staff. Additionally, the City submitted an application to the Transportation Improvement Board (TIB) for Complete Streets funds available for projects definitely to be constructed in 2024. As such, this opportunity is very compatible with our existing schedule to construction this project during summer 2024.

BLANKET VOUCHER APPROVAL
2024

Payroll Direct Deposits	3/8/2024	\$364,615.73
Payroll Checks	60324	\$2,796.07
Electronic Funds Transfers	ACH	\$699,906.74
Claims	60320-60323, 60325-60460	\$619,940.08
Void Checks	60189	(\$6,493.31)
Total Vouchers Approved:		\$1,680,765.31

This 12th day of March 2024

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

March 12, 2024



City expenditures by type for this voucher packet		
Personnel Costs	\$ 367,412	22%
Payroll Federal Taxes	\$ 277,861	17%
Retirement Benefits - Employer	\$ 160,966	10%
Medical Benefits - Employer	\$ 226,615	13%
Other Employer Paid Benefits	\$ 7,927	0%
Employee Paid Benefits	\$ 44,030	3%
Supplies	\$ 48,032	3%
Professional Services	\$ 389,846	23%
Refunds	\$ 5,995	0%
Capital *	\$ 158,321	9%
Debt Payments	\$ 253	0%
Void Checks	\$ (6,493)	0%
Total	\$ 1,680,765	100%

Large Purchases *

- * SR9/Lake Stevens Rd Roundabout \$14,685
- * 91st Ave SE Ph 1 Sidewalk Improvements \$16,683
- * Exhaust System Installation \$86,273
- * 131st Ave NE Sewer Main Ext \$13,428

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 02/23/2024 - 03/08/2024

Total for Period
\$1,319,846.82

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
911 Supply Inc	CM-2-2366	001 008 521 20 31 05	LE-Equipment - New Officers	Tactical Pants Credit - R Fenton	60333	(\$76.50)
911 Supply Inc	CM-2-2367	001 008 521 20 31 05	LE-Equipment - New Officers	Pant Credit - R Fenton	60333	(\$99.09)
911 Supply Inc	CM-2-2384	001 008 521 20 31 05	LE-Equipment - New Officers	Tactical Pants Credit - B Zelenock	60333	(\$270.82)
911 Supply Inc	INV-2-35761	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - D Burns	60333	\$100.51
911 Supply Inc	INV-2-35853	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - R Fenton	60333	\$77.06
911 Supply Inc	INV-2-35873	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - B Zelenock	60333	\$289.59
911 Supply Inc	INV-2-36082	001 008 521 20 31 01	LE-Fixed Minor Equipment	Forensics NIK Test Kits	60333	\$136.64
911 Supply Inc	INV-2-36112	001 008 521 20 31 05	LE-Equipment - New Officers	Tactical Pants - R Fenton	60333	\$77.06
911 Supply Inc	INV-2-36224	001 008 521 20 31 01	LE-Fixed Minor Equipment	Uniform Gear - A Fox	60333	\$50.93
911 Supply Inc	INV-2-36225	001 008 521 20 31 05	LE-Equipment - New Officers	Armor Velcro/Name Tape - D Burns	60333	\$20.33
911 Supply Inc	INV-2-36226	001 008 521 20 31 05	LE-Equipment - New Officers	Armor Velcro/Name Tape - B Zelenock	60333	\$20.33
911 Supply Inc	INV-2-36227	001 008 521 20 31 05	LE-Equipment - New Officers	Polos/Beanies	60333	\$113.23
911 Supply Inc	INV-2-36228	001 008 521 20 31 01	LE-Fixed Minor Equipment	Polos - J Young	60333	\$165.62
911 Supply Inc	INV-2-36229	001 008 521 20 31 05	LE-Equipment - New Officers	Armor Base Shirts - A Charouhas	60333	\$250.85
911 Supply Inc	INV-2-36325	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - B Zelenock	60333	\$591.30
					60333 Total	\$1,447.04
Ace Hardware	78873	101 016 544 90 31 02	ST-Operating Cost	Hex Key/Gaskets	60334	\$33.97
Ace Hardware	78874	410 016 531 10 31 02	SW - Operating Costs	Key Krafter	60334	\$15.70
Ace Hardware	78894	101 016 544 90 31 02	ST-Operating Cost	Tamper Steel Handle/Hex Key/Screwdriver	60334	\$90.68
Ace Hardware	78898	101 016 544 90 31 02	ST-Operating Cost	Padlocks/Key Rings/Pocket Ref Book	60334	\$24.11
Ace Hardware	78928	001 008 521 50 30 00	LE-Facilities Supplies	Paper Towels	60334	\$98.35
Ace Hardware	78929	410 016 531 10 31 02	SW - Operating Costs	Lube Lock	60334	\$13.11
Ace Hardware	78943	101 016 544 90 31 02	ST-Operating Cost	Keykrafters/Key Rings	60334	\$17.63
Ace Hardware	78952	101 016 544 90 31 02	ST-Operating Cost	Galv Tube	60334	\$33.42
Ace Hardware	78959	101 016 544 90 31 02	ST-Operating Cost	Vacuum/Comp Conn/Reducing Bushings/Covers	60334	\$170.05
Ace Hardware	78963	001 008 521 50 30 00	LE-Facilities Supplies	Tissues/Hand Soap	60334	\$65.54
Ace Hardware	78976	101 016 544 90 31 02	ST-Operating Cost	Mopstick Spring	60334	\$18.57
Ace Hardware	78977	101 016 544 90 31 02	ST-Operating Cost	Steel Empty Propane Tanks	60334	\$306.02
Ace Hardware	78980	101 016 544 90 31 02	ST-Operating Cost	Clamps	60334	\$13.35
Ace Hardware	78990	001 010 576 80 31 00	PK-Operating Costs	Paint for Trailer	60334	\$111.35
Ace Hardware	78990	001 010 576 80 31 03	PK- Equipment & Tools	Wheelbarrow for NGPA Mulch Project	60334	\$185.80
Ace Hardware	79011	001 008 521 50 30 00	LE-Facilities Supplies	Adhesive/Fasteners	60334	\$11.89
Ace Hardware	79029	001 008 521 50 30 00	LE-Facilities Supplies	Paper Towels	60334	\$49.17
					60334 Total	\$1,258.71
AFLAC	960460	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Insurance Prem	EFT	\$886.56
					EFT Total	\$886.56
Alaska Rubber Group Inc	N061886	101 016 544 90 31 02	ST-Operating Cost	Synthetic Rubber Air and Multi-Purpose Hose	60335	\$51.81
Alaska Rubber Group Inc	N061886	410 016 531 10 31 02	SW - Operating Costs	Synthetic Rubber Air and Multi-Purpose Hose	60335	\$51.82
					60335 Total	\$103.63
Alexander Printing Co Inc	82081	001 004 514 23 31 00	FI-Office Supplies	Regular Envelopes (500)	60336	\$192.54
Alexander Printing Co Inc	82081	001 004 514 23 31 00	FI-Office Supplies	Window Envelopes (2500)	60336	\$747.91
					60336 Total	\$940.45
All Battery Sales and Service	300-10134554	101 016 544 90 31 02	ST-Operating Cost	Direct LED Surface Mounted Lights - New Facilities Van	60337	\$865.22
					60337 Total	\$865.22

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Alpine Fencing	169 FINAL	001 010 576 80 41 00	PK-Professional Services	NC Skate Park Pop Up Fence Final Payment	60338	\$2,813.15
					60338 Total	\$2,813.15
Amazon Capital Services	13PG-19W4-VRGX	001 008 521 20 31 00	LE-Office Supplies	Portable Monitor/Magic Eraser	60339	\$219.63
Amazon Capital Services	16DJ-KC3T-TG6H	001 008 521 20 31 00	LE-Office Supplies	Police Officer Mouring Badge Bands	60339	\$23.48
Amazon Capital Services	16RH-MMYG-FMHQ	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Sneakers - D Burns	60339	\$54.64
Amazon Capital Services	17XQ-1HQP-4KK1	001 008 521 20 31 00	LE-Office Supplies	Portable Monitor/MS Surface Case	60339	\$248.08
Amazon Capital Services	1CVH-WDXV-GGNH	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Sneakers - Hogan	60339	\$89.79
Amazon Capital Services	1FGP-RQ44-G4RG	001 008 521 20 31 01	LE-Fixed Minor Equipment	Pepper Spray & Pouches	60339	\$193.14
Amazon Capital Services	1J4R-P1YD-C1N9	001 008 521 20 31 00	LE-Office Supplies	Master Combination Locks	60339	\$60.05
Amazon Capital Services	1YV3-3F31-3VH3	001 008 521 20 31 01	LE-Fixed Minor Equipment	Hand Sanitizer	60339	\$76.08
					60339 Total	\$964.89
Amazon Capital Services	19KY-3WGC-1W7N	001 001 511 60 31 00	Legislative - Operating Costs	Picture Frame for Council Photos Return	60340	(\$19.54)
Amazon Capital Services	1FNL-RDPH-J1VM	001 010 576 80 31 05	PK-R&M Supplies	Check Stop Assembly Plastic for NC Bathroom	60340	\$83.04
Amazon Capital Services	1FQF-GPPK-KC63	101 016 544 90 31 01	ST-Office Supplies	Laptop Backpack	60340	\$33.64
Amazon Capital Services	1G1M-MXM3-4W99	101 016 544 90 31 01	ST-Office Supplies	Business Card Holder	60340	\$13.65
Amazon Capital Services	1G1M-MXM3-4W99	101 016 544 90 31 02	ST-Operating Cost	USB Pass Through Connector	60340	\$18.46
Amazon Capital Services	1G1M-MXM3-4W99	410 016 531 10 31 01	SW - Office Supplies	Business Card Holder	60340	\$13.65
Amazon Capital Services	1H3C-XQJQ-WWGN	001 013 518 20 31 00	GG-Operating Costs	Writing Note Pads/Dry Erase Markers	60340	\$38.65
Amazon Capital Services	1H9N-13LK-1KGN	001 012 575 50 31 00	CS- The Mill- Ops	Rubbermaid Commercial Trash Cans	60340	\$48.20
Amazon Capital Services	1MJG-HYTR-K7XW	001 010 576 80 31 00	PK-Operating Costs	Hog Ring Pliers for NC Beach Runoff	60340	\$78.69
Amazon Capital Services	1NNG-LT9H-WTRV	001 013 518 20 31 00	GG-Operating Costs	Copy Paper	60340	\$57.92
Amazon Capital Services	1QFN-73C7-VD3W	001 008 521 20 31 00	LE-Office Supplies	iPhone Otterbox Cases (2)	60340	\$50.16
Amazon Capital Services	1QFN-73C7-VD6Q	001 008 521 20 31 00	LE-Office Supplies	iPhone Otterbox Cases (2)	60340	\$50.16
Amazon Capital Services	1VFD-FJLR-K9Y1	101 016 544 90 31 02	ST-Operating Cost	Handlebar Grips	60340	\$19.58
Amazon Capital Services	1WQ1-JHQH-RK74	410 016 531 10 31 02	SW - Operating Costs	Speed Paw and Spring Kits	60340	\$183.60
Amazon Capital Services	1YQJ-WVMX-VTQH	001 010 576 80 31 00	PK-Operating Costs	Rug Corner Grippers	60340	\$2.67
Amazon Capital Services	1YQJ-WVMX-VTQH	101 016 544 90 31 02	ST-Operating Cost	iPhone OtterBox/ARC Mouse	60340	\$60.00
Amazon Capital Services	1YQJ-WVMX-VTQH	101 016 544 90 31 02	ST-Operating Cost	Rug Corner Grippers	60340	\$2.67
Amazon Capital Services	1YQJ-WVMX-VTQH	410 016 531 10 31 02	SW - Operating Costs	iPhone OtterBox/ARC Mouse	60340	\$60.01
Amazon Capital Services	1YQJ-WVMX-VTQH	410 016 531 10 31 02	SW - Operating Costs	Rug Corner Grippers	60340	\$2.66
Amazon Capital Services	1YRL-KHD7-499Y	101 016 544 90 31 01	ST-Office Supplies	Home Office Desk Organizer/Business Card Box	60340	\$32.48
Amazon Capital Services	1YRL-KHD7-499Y	410 016 531 10 31 01	SW - Office Supplies	Home Office Desk Organizer/Business Card Box	60340	\$32.49
					60340 Total	\$862.84
Anderson	022524 ANDERSON	001 013 582 10 00 00	Refund of Deposit	LS24-Anderson_2-25 Mill Deposit Refund	60341	\$150.00
					60341 Total	\$150.00
APWA Washington State Chapter	655	001 005 517 90 41 01	HR-City Training Program	APWA WA Spring Conf Registration - T Pesce	60342	\$400.00
APWA Washington State Chapter	656	001 005 517 90 41 01	HR-City Training Program	APWA WA Spring Conf Registration - S Waltz	60342	\$400.00
APWA Washington State Chapter	657	001 005 517 90 41 01	HR-City Training Program	APWA WA Spring Conf Registration - O Anderson	60342	\$400.00
APWA Washington State Chapter	02222024-0493	410 016 531 10 49 01	SW - Staff Development	NWPWI Leadership Skills Registration - C Jones	60342	\$550.00
APWA Washington State Chapter	02232024-0532	410 016 531 10 49 01	SW - Staff Development	NWPWI Developing Leader Registration - C Jones	60342	\$550.00
APWA Washington State Chapter	02232024-0532	410 016 531 10 49 01	SW - Staff Development	NWPWI Pubic Works Essentials Registration - C Jones	60342	\$550.00
					60342 Total	\$2,850.00
Assoc of Washington Cities EFT	54398	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	EFT	\$223,175.40
					EFT Total	\$223,175.40
Badgleys Landscape LLC	90948	001 013 518 20 41 00	GG-Professional Service	Landscape Maint 1819 S Lake Stevens Rd 11-2023	60343	\$777.03
Badgleys Landscape LLC	91006	001 013 518 20 41 00	GG-Professional Service	Landscape Maint 1819 S Lake Stevens Rd 12-2023	60343	\$777.03
					60343 Total	\$1,554.06

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Bryant	021624 BRYANT	001 008 521 20 31 01	LE-Fixed Minor Equipment	Uniform Name Plate Reimbursement	60344	\$29.39
					60344 Total	\$29.39
Canon Financial Services Inc	32080867	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Copier Lease PD Tax	60345	\$23.52
Canon Financial Services Inc	32080867	001 008 591 21 70 01	Lease Agreements	Copier Lease PD	60345	\$252.95
					60345 Total	\$276.47
Carstar Collision Specialties	1892	101 016 542 30 48 00	ST-Repair & Maintenance	2022 Ford Maverick Repairs	60346	\$2,015.69
Carstar Collision Specialties	1892	410 016 531 10 48 00	SW - Repairs & Maintenance	2022 Ford Maverick Repairs	60346	\$2,015.68
					60346 Total	\$4,031.37
CDW Government Inc	PN23823	001 008 521 20 31 11	LE - Body Worn Camera Program	MS 3 Year Extended Protection Plan for Surface Laptop	60347	\$114.66
CDW Government Inc	PN50142	510 006 518 80 31 00	Purchase Computer Equipment	Surface Dock/USB C HDMI Cable/Drive	60347	\$444.42
CDW Government Inc	PP07798	001 005 518 10 31 00	HR-Office Supplies	Surface Dock/Wireless Keyboard & Mouse	60347	\$339.77
CDW Government Inc	PT12572	001 006 518 80 31 00	IT-Office Supplies	Grandstream VoIP Phone Adapter	60347	\$123.56
CDW Government Inc	PT17489	510 006 518 80 31 00	Purchase Computer Equipment	Asus Pro Slim Kit	60347	\$540.27
CDW Government Inc	PV76690	510 006 518 80 49 08	LR - TrendMicro Antivirus	Trend Antivirus Annual Maint	60347	\$2,683.86
CDW Government Inc	SE2306035	001 006 518 80 41 00	IT-Professional Services	MS Sharepoint Deployment Svcs Project 08-2023	60347	\$1,837.50
CDW Government Inc	SE2306293	001 006 518 80 41 00	IT-Professional Services	MS Sharepoint Deployment Svcs Project 09-2023	60347	\$1,380.00
CDW Government Inc	SE2306404	001 006 518 80 41 00	IT-Professional Services	MS Sharepoint Deployment Svcs Project 10-2023	60347	\$870.00
CDW Government Inc	SE2306641	001 006 518 80 41 00	IT-Professional Services	MS Sharepoint Deployment Svcs Project 11-2023	60347	\$1,050.00
					60347 Total	\$9,384.04
Cheff	020924 CHEFF	001 000 362 00 00 50	Deposit Forfeitures	LS24-Cheff_2-9 Mill Deposit Forfeiture	60348	(\$250.00)
Cheff	020924 CHEFF	001 000 382 10 00 01	The Mill - Deposit	LS24-Cheff_2-9 Mill Deposit Forfeiture	60348	\$250.00
Cheff	020924 CHEFF	001 013 582 10 00 00	Refund of Deposit	LS24-Cheff_2-9 Mill Deposit Refund	60348	\$250.00
					60348 Total	\$250.00
Cintas Loc 460	4183566761	001 010 576 80 41 00	PK-Professional Services	Parks Uniform Service	60349	\$114.68
Cintas Loc 460	4183566761	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	60349	\$203.05
Cintas Loc 460	4183566761	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	60349	\$155.91
					60349 Total	\$473.64
City of Arlington	121923 EVOC	001 008 521 40 49 01	LE-Registration Fees	Emergency Vehicle Operation Course	60350	\$267.35
					60350 Total	\$267.35
City of Everett	I240001233	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Laboratory Analysis	60351	\$178.20
City of Everett	I240001383	001 008 554 30 41 00	LE-Animal Control	Animal Control Vet Services 01-2024	60351	\$240.00
City of Everett	I240001391	001 008 554 30 41 00	LE-Animal Control	Animal Control Services 01-2024	60351	\$1,920.00
					60351 Total	\$2,338.20
City of Marysville	24-0001	001 008 523 60 41 00	LE-Jail	Prisoner Housing/Medical/Video Court Services 01-2024	60352	\$12,886.36
City of Marysville	LKS24-001	001 013 512 52 40 00	GG-Municipal Court Fees 2022	Marysville Court Citations 01-2024	60352	\$16,261.24
					60352 Total	\$29,147.60
Comcast	02-2024 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - 20 S Davies Rd	60353	\$401.71
Comcast	02-2024 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Frontier Park	60353	\$401.71
Comcast	02-2024 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	60353	\$138.24
Comcast	02-2024 COMCAST	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	60353	\$329.98
					60353 Total	\$1,271.64
Craftmaster Hardware LLC	I561458	101 016 544 90 31 02	ST-Operating Cost	Master Keys PO #1941	60354	\$250.94
Craftmaster Hardware LLC	I561458	410 016 531 10 31 02	SW - Operating Costs	Master Keys PO #1941	60354	\$454.93
					60354 Total	\$705.87
Critical Insight Inc	2023-13285	510 006 518 80 49 40	LR - CI.Security (MDR)	Subscription for PS-ARR Incident Response Retainer	60355	\$11,615.04
					60355 Total	\$11,615.04

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Crystal Springs	5249844 030124	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall	60356	\$59.36
Crystal Springs	5249844 030124	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall	60356	\$59.36
Crystal Springs	5249844 030124	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall	60356	\$92.45
					60356 Total	\$211.17
CXtec Inc	7221805	510 006 594 18 64 00	Capital - Purch Computer Equip	CISCO Meraki Mr42E Wave 2 AP PO #1939	60357	\$382.55
CXtec Inc	7222085	510 006 594 18 64 00	Capital - Purch Computer Equip	CISCO Meraki Dipole Antenna PO #1939	60357	\$191.28
					60357 Total	\$573.83
DallumBuildCo LLC	022924 DALLUM	001 013 518 20 48 01	GG - R&M - Commercial Bldg	New Stairs 1819 S Lake Stevens Comm Bldg	60358	\$36,324.04
					60358 Total	\$36,324.04
David Evans and Associates Inc	555754	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs 22-02 MSR Development Plan Review	60359	\$423.50
David Evans and Associates Inc	555755	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs 23-03 Lanmark Plan Review	60359	\$595.00
					60359 Total	\$1,018.50
Day Wireless Systems	INV812796	001 008 521 20 48 00	LE-Repair & Maintenance Equip	SMD Certification	60360	\$120.24
					60360 Total	\$120.24
Department of Ecology	24-WAR045523B-1	410 016 531 10 41 08	SW - DOE Annual Permit/Monitor	2024 Muni Stormwater Phase II	60361	\$16,088.50
					60361 Total	\$16,088.50
Dept of Licensing	021724 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 01/21/24 - 02/17/24	60362	\$456.00
					60362 Total	\$456.00
Dept of Retirement (Deferred Comp)	2252024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferred	EFT	\$7,612.95
Dept of Retirement (Deferred Comp)	3102024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferred	EFT	\$7,715.52
					EFT Total	\$15,328.47
Dept of Retirement PERS LEOFF	2252024	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	EFT	\$80,320.13
Dept of Retirement PERS LEOFF	2252024	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State	EFT	\$273.60
					EFT Total	\$80,593.73
Dept of Retirement PERS LEOFF	3102024	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	EFT	\$80,126.33
Dept of Retirement PERS LEOFF	3102024	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State	EFT	\$246.06
					EFT Total	\$80,372.39
Dept of Transportation	RE-313-ATB40213021	307 000 595 30 60 00	Project Construction Account	SR9/Lake Stevens Rd Roundabout	60363	\$14,684.87
Dept of Transportation	RE-313-ATB40213035	101 016 594 42 64 00	ST-Capital Expenditures	Foundation/Wall City Gateway	60363	\$75.96
					60363 Total	\$14,760.83
Designer Studio	22	001 001 511 60 45 01	Legislative - Professional Srv	City Council Portraits	60364	\$245.93
					60364 Total	\$245.93
Dicks Towing Inc	18273098	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2024-02049	60365	\$151.66
Dicks Towing Inc	18273550	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2024-02352	60365	\$151.66
Dicks Towing Inc	18273900	001 008 521 20 41 00	LE-Professional Services	Evidence Towing	60365	\$151.66
Dicks Towing Inc	18274018	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2024-02714	60365	\$232.81
Dicks Towing Inc	18274168	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2024-02891	60365	\$151.66
Dicks Towing Inc	18274579	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2024-02173	60365	\$194.74
Dicks Towing Inc	E189613	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2024-02714	60365	\$232.81
					60365 Total	\$1,267.00
Earthworks Solutions LLC	10066	101 016 542 30 41 02	ST-Professional Service	PW Septic Pumping Service	60366	\$623.01
					60366 Total	\$623.01
Economic Alliance Snohomish County	14719	001 001 511 60 49 01	Legislative - Prof. Developmen	DC Fly-In Registration - A Jorstad	60367	\$2,000.00
Economic Alliance Snohomish County	14720	001 002 513 11 49 00	AD-Staff Development	DC Fly-In Registration - G Brazel	60367	\$2,000.00
Economic Alliance Snohomish County	14721	001 007 558 50 49 01	PL-Staff Development	DC Fly-In Registration - R Wright	60367	\$1,000.00
Economic Alliance Snohomish County	14721	001 007 559 30 49 01	PB-Staff Development	DC Fly-In Registration - R Wright	60367	\$1,000.00
Economic Alliance Snohomish County	14722	001 001 511 60 49 01	Legislative - Prof. Developmen	DC Fly-In Registration - K Shipman	60367	\$2,000.00
Economic Alliance Snohomish County	14723	001 001 511 60 49 01	Legislative - Prof. Developmen	DC Fly-In Registration - S Ewing	60367	\$2,000.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Economic Alliance Snohomish County	14724	001 003 514 20 49 02	CC-Staff Development	DC Fly-In Registration - C Weaver	60367	\$2,000.00
Economic Alliance Snohomish County	14725	001 001 511 60 49 01	Legislative - Prof. Developmen	DC Fly-In Registration - G Petershagen	60367	\$2,000.00
Economic Alliance Snohomish County	14726	001 001 511 60 49 01	Legislative - Prof. Developmen	DC Fly-In Registration - M Tageant	60367	\$2,000.00
Economic Alliance Snohomish County	14727	001 001 511 60 49 01	Legislative - Prof. Developmen	DC Fly-In Registration - R Donoghue	60367	\$2,000.00
					60367 Total	\$18,000.00
EFTPS	2252024	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	EFT	\$139,093.32
					EFT Total	\$139,093.32
EFTPS	3102024	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	EFT	\$138,768.09
					EFT Total	\$138,768.09
Electronic Business Machines	AR270540	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	60368	\$59.57
Electronic Business Machines	AR270540	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	60368	\$59.57
Electronic Business Machines	AR270540	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - 2YJ14491	60368	\$59.57
Electronic Business Machines	AR270846	001 008 521 50 48 00	LE-Facility Repair & Maint	Printer Copy Fees PD - 2XW05905	60368	\$287.45
					60368 Total	\$466.16
Elite Securities Inc	40291	101 016 542 30 48 00	ST-Repair & Maintenance	Install new Lever on West Side Employee Door	60369	\$442.67
					60369 Total	\$442.67
Environmental Systems Research Inst	94662871	510 006 518 80 49 31	LR - ESRI - ArcGIS	ArcGIS Annual Subscription	60370	\$23,182.62
Environmental Systems Research Inst	94662890	510 006 518 80 49 31	LR - ESRI - ArcGIS	ArcGIS Annual Subscription	60370	\$5,158.96
					60370 Total	\$28,341.58
Erickson	030424 ERICKSON	001 013 518 10 30 00	LEAN Training - Supplies	Legos for Lean Center of Excellence Reimbursement	60371	\$547.81
					60371 Total	\$547.81
Farmer	022324 FARMER	001 007 559 30 49 00	PB-Miscellaneous	ICC Inspector/Plans Examiner Certification Reimbursement	60372	\$305.00
					60372 Total	\$305.00
Fastenal Company	MN19833660	101 016 542 30 41 02	ST-Professional Service	FAST Program Fees 03-2024	60373	\$5.47
Fastenal Company	MN19833660	410 016 531 10 41 01	SW - Professional Services	FAST Program Fees 03-2024	60373	\$5.46
Fastenal Company	WAARN171537	101 016 544 90 31 02	ST-Operating Cost	Safety Glasses/Gloves/Wipes/QwikStiks	60373	\$94.55
Fastenal Company	WAARN171537	410 016 531 10 31 02	SW - Operating Costs	Safety Glasses/Gloves/Wipes/QwikStiks	60373	\$94.55
Fastenal Company	WAARN171575	101 016 544 90 31 02	ST-Operating Cost	Safety Glasses/Graffiti Remover/Wipers/Gloves	60373	\$88.70
Fastenal Company	WAARN171575	410 016 531 10 31 02	SW - Operating Costs	Safety Glasses/Graffiti Remover/Wipers/Gloves	60373	\$88.69
Fastenal Company	WAARN171675	101 016 544 90 31 02	ST-Operating Cost	Safety Glasses/Deicer/QwikStiks/Gloves	60373	\$53.29
Fastenal Company	WAARN171675	410 016 531 10 31 02	SW - Operating Costs	Safety Glasses/Deicer/QwikStiks/Gloves	60373	\$53.30
Fastenal Company	WAARN171820	101 016 544 90 31 02	ST-Operating Cost	Safety Glasses/Graffiti Remover/QwikStiks/Gloves	60373	\$68.20
Fastenal Company	WAARN171820	410 016 531 10 31 02	SW - Operating Costs	Safety Glasses/Graffiti Remover/QwikStiks/Gloves	60373	\$68.20
					60373 Total	\$620.41
Feldman & Lee PS	02-2024 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 02-2024	60374	\$14,000.00
Feldman & Lee PS	2024 LKS-SSP-1	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Services OPD Program 01-2024	60374	\$600.00
Feldman & Lee PS	2024 LKS-SSP-1	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Services Program 01-2024	60374	\$460.00
Feldman & Lee PS	2024 LKS-SSP-1	633 000 589 30 00 12	OPD Grant Exp - Arlington	Arlington Social Services OPD Program 01-2024	60374	\$900.00
Feldman & Lee PS	2024 LKS-SSP-2	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Services OPD Program 02-2024	60374	\$600.00
Feldman & Lee PS	2024 LKS-SSP-2	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Services Program 02-2024	60374	\$460.00
Feldman & Lee PS	2024 LKS-SSP-2	633 000 589 30 00 12	OPD Grant Exp - Arlington	Arlington Social Services OPD Program 02-2024	60374	\$900.00
					60374 Total	\$17,920.00
First Responder Outfitters Inc	202401FR112	001 008 521 20 31 01	LE-Fixed Minor Equipment	Add Molle to JMP-PCSO - M Cooper	60375	\$145.37
					60375 Total	\$145.37
Gailey	031024 GAILEY	001 001 513 10 43 00	Executive - Travel & Mtgs	NLC Conf Washington DC Meal PerDiem	60376	\$243.00
					60376 Total	\$243.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Galls LLC	26961508	001 008 521 20 31 05	LE-Equipment - New Officers	Jumpsuit - A Charouhas	60377	\$701.23
Galls LLC	27113951	001 008 521 20 31 01	LE-Fixed Minor Equipment	Galls MK4 Inert Training Units	60377	\$202.90
					60377 Total	\$904.13
GCP WW Holdco LLC	INV2010014363	410 016 531 10 31 00	SW - Clothing	Boots - C Jones	60378	\$138.46
GCP WW Holdco LLC	INV2010014391	410 016 531 10 31 00	SW - Clothing	Rubber Boots - K Womack	60378	\$178.03
					60378 Total	\$316.49
Glens Saw Shop	S17497	101 016 544 90 31 02	ST-Operating Cost	HSA 26/Roll of Vortex Line	60379	\$246.54
Glens Saw Shop	S17498	101 016 544 90 31 02	ST-Operating Cost	Gas Can/HP Oil Mix/Superlube Grease	60379	\$195.19
Glens Saw Shop	S17615	101 016 544 90 31 02	ST-Operating Cost	Chainsaw	60379	\$2,288.47
Glens Saw Shop	S18891	410 016 531 10 31 02	SW - Operating Costs	HL94/Trimmer Line Rolls/SuperLube	60379	\$865.12
					60379 Total	\$3,595.32
Goldman	2024-1230	001 008 521 20 41 00	LE-Professional Services	Pre-Employment Polygraph Exam	60380	\$275.00
					60380 Total	\$275.00
Gordon Truck Centers Inc	PC302167746:01	101 016 544 90 31 02	ST-Operating Cost	HVAC Control Assy/Conn for Blower Switch PW19	60381	\$106.10
Gordon Truck Centers Inc	PC302167746:01	410 016 531 10 31 02	SW - Operating Costs	HVAC Control Assy/Conn for Blower Switch PW19	60381	\$106.11
					60381 Total	\$212.21
Governmentjobscom Inc	INV-38743	510 006 518 80 49 30	LR - NEOGOV	NeoGov Annual Subscription	60382	\$39,513.18
					60382 Total	\$39,513.18
Granite Construction Supply	101834	101 016 544 90 31 02	ST-Operating Cost	Custom Logo/Decals for PW Vehicle	60383	\$87.92
Granite Construction Supply	101834	410 016 531 10 31 02	SW - Operating Costs	Custom Logo/Decals for PW Vehicle	60383	\$87.92
					60383 Total	\$175.84
Greenshields Industrial Supply Inc	138852	101 016 544 90 31 02	ST-Operating Cost	Shackles/Bolt Cutter/Socket Tray Set/Pipe Wrench	60384	\$310.84
Greenshields Industrial Supply Inc	138852	410 016 531 10 31 02	SW - Operating Costs	Shackles/Bolt Cutter/Socket Tray Set/Pipe Wrench	60384	\$310.84
					60384 Total	\$621.68
Hathaway	36199	001 007 559 30 31 01	PB-Operating Cost	Nameplate - Manus	60385	\$29.97
Hathaway	36199	001 013 518 20 31 00	GG-Operating Costs	Nameplate Holders (3)	60385	\$59.55
					60385 Total	\$89.52
Honey Bucket	554014862	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Sunset Beach	60386	\$264.50
Honey Bucket	554021228	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Heights	60386	\$234.00
					60386 Total	\$498.50
HRA VEBA Trust YA20192	3102024	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	60325	\$4,448.40
					60325 Total	\$4,448.40
HSA Bank	3102024	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contriubutions	60326	\$395.00
					60326 Total	\$395.00
Industrial Bolt & Supply Inc	840843-1	101 016 544 90 31 02	ST-Operating Cost	Crimp Rings/Grinding Discs/Cable Ties/Nitro Carb Drills	60387	\$223.17
Industrial Bolt & Supply Inc	840843-1	410 016 531 10 31 02	SW - Operating Costs	Crimp Rings/Grinding Discs/Cable Ties/Nitro Carb Drills	60387	\$223.17
					60387 Total	\$446.34
Ink It Your Way LLC	10162	001 010 576 80 31 01	PK-Ops-Clothing	Uniform T-shirts & Sweatshirts for Parks Depts	60388	\$2,649.02
					60388 Total	\$2,649.02
J Thayer Co Inc	1679008-0	001 008 521 20 31 00	LE-Office Supplies	Custom Stamp	60389	\$32.72
					60389 Total	\$32.72
KPG Psomas Inc	205220	309 016 595 10 60 01	Engineering - SW2	91st Ave SE Ph 1 Sidewalk Improvements	60390	\$16,682.83
KPG Psomas Inc	205220	309 016 595 10 60 02	Engineering - SW3	91st Ave SE Ph 1 Sidewalk Improvements	60390	\$8,341.42
KPG Psomas Inc	205558	001 007 558 50 41 00	PL-Professional Servc	91st Ave NE Streetscape Conceptual Design	60390	\$5,719.80
					60390 Total	\$30,744.05
Lake Stevens Chamber of Commerce	03-2024 CHAMBER	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC 03-2024	60391	\$1,500.00
					60391 Total	\$1,500.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Lake Stevens Police Guild	3102024	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	60327	\$1,178.25
					60327 Total	\$1,178.25
Lakeside Industries Inc	259444	101 016 542 70 31 00	ST-Roadside - Supply	Pallet of Pot Hole Mix	60392	\$1,146.56
					60392 Total	\$1,146.56
Land Development Consultants Inc	33860	004 010 594 76 60 02	PR - Frontier Heights Park P2	Frontier Heights Park Playfields	60393	\$6,866.50
					60393 Total	\$6,866.50
Land Pro Group	BLD2022-0763	003 000 322 10 00 00	Building Permits	BLD2022-0763 Refund for Plan Review Fees	60394	\$1,279.68
					60394 Total	\$1,279.68
Language Line Services Inc	11235410	001 008 521 20 41 01	LE-Professional Serv-Fixed	Over the Phone Interpretation Services PD	60395	\$67.00
					60395 Total	\$67.00
LeadsOnline LLC	410347	001 008 521 20 41 01	LE-Professional Serv-Fixed	LeadsOnline Investigation System Service Package	60396	\$3,297.00
					60396 Total	\$3,297.00
LEPS-PSS PLLC	2645	001 008 521 20 41 00	LE-Professional Services	Post-COE Psychological Evaluation	60397	\$410.00
LEPS-PSS PLLC	3208	001 008 521 20 41 00	LE-Professional Services	Post-COE Psychological Evaluation	60397	\$450.00
LEPS-PSS PLLC	4105	001 008 521 20 41 00	LE-Professional Services	Post-COE Psychological Evaluation	60397	\$900.00
LEPS-PSS PLLC	4331	001 008 521 20 41 00	LE-Professional Services	Post-COE Psychological Evaluation	60397	\$480.00
					60397 Total	\$2,240.00
Lewandowski	022324 JACLYN	001 010 576 80 31 03	PK- Equipment & Tools	Lundeen Storage Handtruck/Tote Rack Reimbursement	60398	\$327.88
Lewandowski	022324 JACLYN	001 010 576 80 31 03	PK- Equipment & Tools	Lundeen Storage Totes Reimbursement	60398	\$117.91
					60398 Total	\$445.79
LN Curtis & Sons	INV793239	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Armor - Kolomyza LBV	60399	\$1,444.95
LN Curtis & Sons	INV793816	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - Kolomyza	60399	\$99.46
					60399 Total	\$1,544.41
MacDonald	030424MACDONALD	101 016 543 30 43 00	ST-Travel & Meetings	WorkTruckWeek Indianapolis IN Meal PerDiem	60400	\$128.00
MacDonald	030424MACDONALD	410 016 531 10 43 00	SW - Travel & Meetings	WorkTruckWeek Indianapolis IN Meal PerDiem	60400	\$128.00
					60400 Total	\$256.00
McLoughlin & Eardley Group Inc	273574	001 008 521 20 48 00	LE-Repair & Maintenance Equip	New Speaker	60401	\$228.44
					60401 Total	\$228.44
Millerstoultime	2132478051	101 016 544 90 31 02	ST-Operating Cost	Electrical Pliers/Circuit Tester/Magrail	60402	\$106.02
Millerstoultime	2132478051	410 016 531 10 31 02	SW - Operating Costs	Electrical Pliers/Circuit Tester/Magrail	60402	\$106.02
Millerstoultime	2202478391	101 016 544 90 31 02	ST-Operating Cost	Battery	60402	\$64.46
Millerstoultime	2202478391	410 016 531 10 31 02	SW - Operating Costs	Battery	60402	\$64.46
					60402 Total	\$340.96
MissionSquare - 108991	6253991	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	60328	\$502.96
					60328 Total	\$502.96
MissionSquare - 307428	6795972	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	60329	\$3,807.76
					60329 Total	\$3,807.76
Monroe Correctional Complex	MCC2401.0010	001 010 576 80 48 00	PK-Repair & Maintenance	DOC Work Crew 01-2024	60403	\$160.68
Monroe Correctional Complex	MCC2401.0010	101 016 542 30 48 00	ST-Repair & Maintenance	DOC Work Crew 01-2024	60403	\$377.97
					60403 Total	\$538.65
Morgan Mechanical Inc	2169	303 016 594 48 60 00	PW Shop Remodel	Exhaust System Installation	60404	\$43,136.50
Morgan Mechanical Inc	2169	411 016 594 31 60 01	SWC - PW Shop Remodel	Exhaust System Installation	60404	\$43,136.51
					60404 Total	\$86,273.01
Myron Corp	135396554	001 008 521 30 31 00	LE-Community Outreach Supplies	VJ Gill Products	60405	\$546.39
					60405 Total	\$546.39
Nationwide Retirement Solution	2252024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	EFT	\$4,332.81
					EFT Total	\$4,332.81

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Nationwide Retirement Solution	3102024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	EFT	\$4,961.65
					EFT Total	\$4,961.65
NEBC	022724 NEBC	410 016 531 10 49 01	SW - Staff Development	Managing Stormwater Conf Registration - O Anderson	60406	\$250.00
NEBC	022724 NEBC	410 016 531 10 49 01	SW - Staff Development	Managing Stormwater Conf Registration - S Waltz	60406	\$250.00
					60406 Total	\$500.00
Nelson Reisner	0856831-IN	001 002 513 11 43 00	AD-Travel & Meetings	Fuel	60407	\$37.85
Nelson Reisner	0856831-IN	001 007 558 50 31 02	PL-Permit Related Op. Costs	Fuel PW51	60407	\$34.51
Nelson Reisner	0856831-IN	001 007 559 30 32 00	PB-Fuel	Fuel	60407	\$150.28
Nelson Reisner	0856831-IN	001 008 521 20 32 00	LE-Fuel	Fuel	60407	\$4,073.91
Nelson Reisner	0856831-IN	001 010 576 80 32 00	PK-Fuel Costs	Fuel	60407	\$340.64
Nelson Reisner	0856831-IN	101 016 542 30 32 00	ST-Fuel	Fuel	60407	\$1,381.46
Nelson Reisner	0856831-IN	410 016 531 10 32 00	SW - Fuel	Fuel	60407	\$1,381.46
					60407 Total	\$7,400.11
New York Life	Y6W_20240303	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	60330	\$157.00
					60330 Total	\$157.00
New York Life EFT	Feb-24	001 001 513 10 20 00	Executive - Benefits	GTL Insurance Premiums	EFT	\$81.14
New York Life EFT	Feb-24	001 002 513 11 20 00	AD-Benefits	GTL Insurance Premiums	EFT	\$87.11
New York Life EFT	Feb-24	001 003 514 20 20 00	CC-Benefits	GTL Insurance Premiums	EFT	\$81.10
New York Life EFT	Feb-24	001 004 514 23 20 00	FI-Benefits	GTL Insurance Premiums	EFT	\$298.90
New York Life EFT	Feb-24	001 005 518 10 20 00	HR-Benefits	GTL Insurance Premiums	EFT	\$258.52
New York Life EFT	Feb-24	001 006 518 80 20 00	IT-Benefits	GTL Insurance Premiums	EFT	\$200.77
New York Life EFT	Feb-24	001 007 558 50 20 00	PL-Benefits	GTL Insurance Premiums	EFT	\$762.82
New York Life EFT	Feb-24	001 007 559 30 20 00	PB-Benefits	GTL Insurance Premiums	EFT	\$380.05
New York Life EFT	Feb-24	001 008 521 20 20 00	LE-Benefits	GTL Insurance Premiums	EFT	\$1,946.12
New York Life EFT	Feb-24	001 010 576 80 20 00	PK-Benefits	GTL Insurance Premiums	EFT	\$758.74
New York Life EFT	Feb-24	001 013 518 30 20 00	GG-Benefits	GTL Insurance Premiums	EFT	\$293.35
New York Life EFT	Feb-24	101 016 542 30 20 00	ST-Benefits	GTL Insurance Premiums	EFT	\$771.46
New York Life EFT	Feb-24	410 016 531 10 20 00	SW-Benefits	GTL Insurance Premiums	EFT	\$1,347.34
					EFT Total	\$7,267.42
Office of the State Treasurer	Feb-24	633 000 586 00 00 01	State Court Remit	State Court Remittance 02-2024	60408	\$8,524.79
Office of the State Treasurer	Feb-24	633 000 589 30 00 03	State Building Permit Remit	Building Code Remittance 02-2024	60408	\$363.50
					60408 Total	\$8,888.29
Ogden Murphy Wallace PLLC	887363	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 01-2024	60409	\$23,692.50
Ogden Murphy Wallace PLLC	887363	001 011 515 41 41 01	Ext Consult - PRA	Legal Services 01-2024 PRR	60409	\$2,602.50
					60409 Total	\$26,295.00
Olympic Paving Inc	RETAIN RELEASE	304 000 582 20 00 00	Retainage Release	Asphalt Paving - Frontier Heights Retainage Release	60410	\$4,165.00
					60410 Total	\$4,165.00
Onset Computer Corporation	273101	410 016 531 10 31 02	SW - Operating Costs	Cable-DR2.2 Direct Read Cable	60411	\$151.99
Onset Computer Corporation	273958	410 016 531 10 31 02	SW - Operating Costs	MX2001-TOP Tuneup Service	60411	\$173.79
					60411 Total	\$325.78
Pace Engineers Inc	90479	304 016 594 31 60 00	131st Ave NE Sewer Extension	131st Ave NE Sewer Main Ext	60412	\$13,428.00
Pace Engineers Inc	90481	304 016 594 31 60 01	R2 - FC114 - Machias Sewer Inf	Machias Lift Station	60412	\$2,089.50
					60412 Total	\$15,517.50
PH Consulting LLC	1872	301 016 595 61 64 04	TZ3 - 79th/8th Project	8th St & 79th Ave SE Safety	60413	\$8,275.00
					60413 Total	\$8,275.00
Pitney Bowes Global Financial Services	3318825728	001 013 518 20 45 00	GG-Rental & Services	Postage Machine Rental 01/23/24 - 04/22/24	60414	\$215.99
					60414 Total	\$215.99

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Playcore Wisconsin Inc	PJI-0229261	001 010 576 80 31 00	PK-Operating Costs	NC Leaning Wall	60415	\$3,078.63
					60415 Total	\$3,078.63
Precision Turf Equipment LLC	12088-56988	001 010 576 80 31 05	PK-R&M Supplies	'X' Mark Mower Tune Up Kit Supplies	60416	\$336.12
					60416 Total	\$336.12
Public Safety Testing Inc	2024-86	001 008 521 20 41 00	LE-Professional Services	PST Candidate Agency Test	60417	\$374.00
Public Safety Testing Inc	PSTI24-52	001 008 521 20 41 00	LE-Professional Services	Background Investigation - Police Officer Candidate	60417	\$1,375.00
					60417 Total	\$1,749.00
Puget Sound Energy	200003723810 02-2024	001 012 575 30 47 00	CS- Museum - Utilities	Natural Gas - Museum	60418	\$246.21
Puget Sound Energy	200024316495 02-2024	001 010 576 80 47 00	PK-Utilities	Natural Gas - PW Shop	60418	\$462.03
Puget Sound Energy	200024316495 02-2024	101 016 543 50 47 00	ST-Utilities	Natural Gas - PW Shop	60418	\$462.03
Puget Sound Energy	200024316495 02-2024	410 016 531 10 47 00	SW - Utilities	Natural Gas - PW Shop	60418	\$462.03
Puget Sound Energy	220022339471 02-2024	001 012 575 50 47 00	CS- The Mill- Utilities	Natural Gas - The Mill	60418	\$836.72
Puget Sound Energy	220024770236 02-2024	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept Evidence Bldg	60418	\$83.89
Puget Sound Energy	220028663866 02-2024	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept	60418	\$464.68
Puget Sound Energy	220028663874 02-2024	001 013 518 20 47 02	GG-Utilities for Rentals	Natural Gas - 1819 S Lake Stevens Rd	60418	\$12.39
					60418 Total	\$3,029.98
Right On Heating and Sheet Metal Inc	31406	001 013 518 20 48 00	GG-Repair & Maintenance	HVAC Maint on City Buildings	60419	\$1,408.88
					60419 Total	\$1,408.88
Safety-Kleen Systems Inc	93590966	001 010 576 80 31 00	PK-Operating Costs	30G Parts Washer - Solvent	60420	\$96.01
Safety-Kleen Systems Inc	93590966	101 016 544 90 31 02	ST-Operating Cost	30G Parts Washer - Solvent	60420	\$96.01
Safety-Kleen Systems Inc	93590966	410 016 531 10 31 02	SW - Operating Costs	30G Parts Washer - Solvent	60420	\$96.01
					60420 Total	\$288.03
Sandall	022524 SANDALL	001 013 582 10 00 00	Refund of Deposit	LS24-Sandall_2-25 Mill Deposit Refund	60421	\$150.00
					60421 Total	\$150.00
Security Solutions Northwest Inc	355284	001 006 518 80 48 00	IT-Repair & Maintenance	Video Health Standard Monthly	60422	\$240.41
					60422 Total	\$240.41
Siskun Power Equipment	467988	101 016 544 90 31 02	ST-Operating Cost	Spring/Fuel Pump Assy PW47 Sander	60423	\$96.98
Siskun Power Equipment	467988	410 016 531 10 31 02	SW - Operating Costs	Spring/Fuel Pump Assy PW47 Sander	60423	\$96.97
					60423 Total	\$193.95
Skyline Vinyl and Sign	1620	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Vehicle Graphics PD Ford Explorer	60424	\$710.45
					60424 Total	\$710.45
Snohomish County 911	6934	001 008 528 00 41 00	LE-SNO911	Dispatch Services	60425	\$35,373.30
					60425 Total	\$35,373.30
Snohomish County Public Works	I000635780	101 016 542 64 47 00	ST-Traffic Control -Utility	Signal/Sign Repair & Maint 01-2024	60426	\$1,021.44
					60426 Total	\$1,021.44
Snohomish County Public Works Solid Waste	85714	101 016 542 30 41 02	ST-Professional Service	Solid Waste Disposal	60427	\$41.50
Snohomish County Public Works Solid Waste	85714	410 016 531 10 41 01	SW - Professional Services	Solid Waste Disposal	60427	\$41.50
					60427 Total	\$83.00
Snohomish County PUD	100774663	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Area Lighting	60428	\$9.84
Snohomish County PUD	100774663	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Electric	60428	\$1,429.13
Snohomish County PUD	100774663	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Water	60428	\$1,046.52
Snohomish County PUD	100776080	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	60428	\$294.55
Snohomish County PUD	100776080	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	60428	\$294.54
Snohomish County PUD	100776080	410 016 531 10 47 00	SW - Utilities	203599006 City Shop Electric/Water	60428	\$294.54
Snohomish County PUD	100776278	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Row Club Electric/Water	60428	\$234.69
Snohomish County PUD	100776279	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Row Club Electric/Water	60428	\$196.47

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	109480828	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	60428	\$21.47
Snohomish County PUD	119364435	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	60428	\$115.72
Snohomish County PUD	119364435	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	60428	\$73.16
Snohomish County PUD	122665470	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal/Street Lights	60428	\$83.08
Snohomish County PUD	139070504	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	60428	\$82.09
Snohomish County PUD	142392101	101 016 542 63 47 00	ST-Lighting - Utilities	223611120 Traffic Light	60428	\$52.57
Snohomish County PUD	142393864	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	60428	\$61.95
Snohomish County PUD	142395064	001 012 572 20 47 00	CS- Library-Utilities	203033030 Library Grade Rd Electric/Water	60428	\$647.06
Snohomish County PUD	142398650	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	60428	\$53.29
Snohomish County PUD	149033771	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	60428	\$72.65
Snohomish County PUD	155601240	001 010 576 80 47 00	PK-Utilities	222205049 Oak Park Electric	60428	\$42.33
Snohomish County PUD	155606627	001 013 518 20 47 00	GG-Utilities	223034448 Old WWTP Area Lighting	60428	\$8.41
Snohomish County PUD	158784274	101 016 542 63 47 00	ST-Lighting - Utilities	223687294 Street Lights	60428	\$32.29
Snohomish County PUD	161948208	001 010 576 80 47 00	PK-Utilities	223759374 Cedarwood Water	60428	\$57.94
Snohomish County PUD	168296068	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	60428	\$50.21
					60428 Total	\$5,254.50
Snohomish County PUD	100771155 (2)	001 010 576 80 47 00	PK-Utilities	Reissue Ck #60189-203599006 City Shop Electric/Water	60429	\$457.61
Snohomish County PUD	100771155 (2)	101 016 543 50 47 00	ST-Utilities	Reissue Ck #60189-203599006 City Shop Electric/Water	60429	\$457.62
Snohomish County PUD	100771155 (2)	410 016 531 10 47 00	SW - Utilities	Reissue Ck #60189-203599006 City Shop Electric/Water	60429	\$457.62
Snohomish County PUD	106167956 (2)	001 010 576 80 47 00	PK-Utilities	Reissue Ck #60189-221860174 Frontier Park Electric	60429	\$25.44
Snohomish County PUD	109458202 (2)	001 010 576 80 47 00	PK-Utilities	Reissue Ck #60189-201487055 2424 Soper Hill Mobile	60429	\$121.82
Snohomish County PUD	109458203 (2)	101 016 542 63 47 00	ST-Lighting - Utilities	Reissue Ck #60189-201595113 Street Lights	60429	\$174.43
Snohomish County PUD	116037886 (2)	001 010 576 80 47 00	PK-Utilities	Reissue Ck #60189-223477167 Mill Spur Electric	60429	\$119.36
Snohomish County PUD	119339612 (2)	001 010 576 80 47 00	PK-Utilities	Reissue Ck #60189-222509911 Davies Beach	60429	\$81.79
Snohomish County PUD	135848941 (2)	101 016 542 63 47 00	ST-Lighting - Utilities	Reissue Ck #60189-223611120 Traffic Light	60429	\$124.77
Snohomish County PUD	135848942 (2)	101 016 542 63 47 00	ST-Lighting - Utilities	Reissue Ck #60189-223687294 Street Lights	60429	\$38.80
Snohomish County PUD	139052581 (2)	101 016 542 63 47 00	ST-Lighting - Utilities	Reissue Ck #60189-200363505 Traffic Signal	60429	\$102.28
Snohomish County PUD	142370987 (2)	001 010 576 80 47 00	PK-Utilities	Reissue Ck #60189-200206019 North Cove Park Electric	60429	\$27.10
Snohomish County PUD	142370987 (2)	001 010 576 80 47 00	PK-Utilities	Reissue Ck #60189-200206019 Parks Electric	60429	\$101.71
Snohomish County PUD	142370987 (2)	001 010 576 80 47 00	PK-Utilities	Reissue Ck #60189-200206019 Parks Water	60429	\$62.43
Snohomish County PUD	142370987 (2)	001 012 575 50 47 00	CS- The Mill- Utilities	Reissue Ck #60189-200206019 The Mill Electric	60429	\$616.20
Snohomish County PUD	142370987 (2)	001 012 575 50 47 00	CS- The Mill- Utilities	Reissue Ck #60189-200206019 The Mill Water	60429	\$57.94
Snohomish County PUD	142370987 (2)	001 013 518 20 47 00	GG-Utilities	Reissue Ck #60189-200206019 City Hall Admin Electric	60429	\$330.09
Snohomish County PUD	142370987 (2)	001 013 518 20 47 00	GG-Utilities	Reissue Ck #60189-200206019 City Hall Electric	60429	\$707.78
Snohomish County PUD	142370987 (2)	001 013 518 20 47 00	GG-Utilities	Reissue Ck #60189-200206019 City Hall Water	60429	\$189.30
Snohomish County PUD	142370987 (2)	101 016 542 63 47 00	ST-Lighting - Utilities	Reissue Ck #60189-200206019 Street Lights	60429	\$48.76
Snohomish County PUD	145724035 (2)	001 012 575 51 47 00	CS- Grimm House Utilities	Reissue Ck #60189-223357641 Grimm House Electric	60429	\$352.58
Snohomish County PUD	145725740 (2)	001 010 576 80 47 00	PK-Utilities	Reissue Ck #60189-223973587 Sunset Park Electric	60429	\$23.05
Snohomish County PUD	145726048 (2)	001 008 521 50 47 00	LE-Facility Utilities	Reissue Ck #60189-204719082 Police Station Lighting	60429	\$8.91
Snohomish County PUD	145726048 (2)	001 008 521 50 47 00	LE-Facility Utilities	Reissue Ck #60189-204719082 Police Station Electric	60429	\$1,485.02
Snohomish County PUD	145726048 (2)	001 008 521 50 47 00	LE-Facility Utilities	Reissue Ck #60189-204719082 Police Station Water	60429	\$201.06
Snohomish County PUD	145727091 (2)	001 010 576 80 47 00	PK-Utilities	Reissue Ck #60189-223759374 Cedarwood Water	60429	\$57.94
Snohomish County PUD	149011494 (2)	001 010 576 80 47 00	PK-Utilities	Reissue Ck #60189-222191298 North Cove Park Water	60429	\$61.90
					60429 Total	\$6,493.31
Snohomish County Sheriffs Office	2024-8087	001 008 523 60 41 00	LE-Jail	Jal Services Medical 01-2024	60430	\$11.04
Snohomish County Sheriffs Office	2024-8128	001 008 523 60 41 00	LE-Jail	Jal Services 01-2024	60430	\$26,309.77
					60430 Total	\$26,320.81

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County Treasurer	REET 1	304 016 595 30 60 05	R2 - Main Street	REET Processing Fee for 005538-000-006-00	60320	\$10.00
					60320 Total	\$10.00
Snohomish County Treasurer	REET 2	304 016 595 30 60 05	R2 - Main Street	REET Processing Fee for 005538-000-007-00	60321	\$10.00
					60321 Total	\$10.00
Snohomish County Treasurer	REET 3	304 016 595 30 60 05	R2 - Main Street	REET Processing Fee for 005538-000-007-01	60322	\$10.00
					60322 Total	\$10.00
Snohomish County Treasurer	REET 4	304 016 595 30 60 05	R2 - Main Street	REET Processing Fee for 290608-004-113-00	60323	\$10.00
					60323 Total	\$10.00
Snohomish County Treasurer	02-2024 TREASURER	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 02-2024	60431	\$139.16
					60431 Total	\$139.16
Sound Publishing Inc	EDH991195	001 013 518 30 41 01	GG-Advertising	Special Meeting Notice	60432	\$63.76
Sound Publishing Inc	EDH991403	001 013 518 30 41 01	GG-Advertising	Cancel Meeting Notice	60432	\$20.76
Sound Publishing Inc	EDH991653	001 007 558 50 41 03	PL-Advertising	LUA2022-0082 Code Clean Up Legal Notice	60432	\$161.92
Sound Publishing Inc	EDH991666	001 013 518 30 41 01	GG-Advertising	CC Special Meeting 02/20/24	60432	\$39.68
Sound Publishing Inc	EDH991986	001 013 518 30 41 01	GG-Advertising	Ordinance 1160	60432	\$37.96
					60432 Total	\$324.08
Sound Safety Products Co Inc	599856/1	101 016 542 90 31 01	ST-Clothing	Boots - C Sawyer	60433	\$268.13
Sound Safety Products Co Inc	600123/1	001 010 576 80 31 01	PK-Ops-Clothing	STF Boots - R Anderson	60433	\$246.17
					60433 Total	\$514.30
Sound Security Inc	1123649	001 010 576 80 41 00	PK-Professional Services	Instrusion Monitoring Eagle Ridge 2420 Soper Hill	60434	\$172.27
					60434 Total	\$172.27
Sprague Pest Solutions	5343855	001 012 575 51 40 00	CS-Grimm House - Services	Pest Control - Grimm House	60435	\$95.64
Sprague Pest Solutions	5343856	101 016 542 30 41 02	ST-Professional Service	Pest Control - PW Shop	60435	\$84.71
Sprague Pest Solutions	5343856	410 016 531 10 41 01	SW - Professional Services	Pest Control - PW Shop	60435	\$84.71
Sprague Pest Solutions	5343857	001 013 518 20 41 00	GG-Professional Service	Pest Control - CH	60435	\$125.70
Sprague Pest Solutions	5343897	001 013 518 20 41 00	GG-Professional Service	Pest Control - VIC	60435	\$95.64
					60435 Total	\$486.40
Springbrook Holding Company LLC	TM INV-007364	004 004 594 14 60 00	PR - Financial Software	Professional Service Hours UB Discovery/Proj Mgmt	60436	\$990.00
					60436 Total	\$990.00
Springbrook Nursery & Trucking Inc	358089	101 016 544 90 31 02	ST-Operating Cost	Gravel	60437	\$81.59
					60437 Total	\$81.59
Stanwood Redi Mix Inc	51110	410 016 531 10 31 02	SW - Operating Costs	Large Ecology Blocks	60438	\$1,374.66
					60438 Total	\$1,374.66
Summit Law Group PLLC	151774.1	001 011 515 41 41 03	Ext Consult - Labor Relations	Bargaining Labor Negotitations 01-2024	60439	\$2,964.50
					60439 Total	\$2,964.50
Symbol Arts	387299	001 013 518 10 30 00	LEAN Training - Supplies	Challenge Coins for Lean Program	60440	\$1,689.23
					60440 Total	\$1,689.23
Tacoma Screw Products Inc	180093351-00	101 016 544 90 31 02	ST-Operating Cost	Hex Cap Screws PW94	60441	\$5.68
Tacoma Screw Products Inc	180093351-00	410 016 531 10 31 02	SW - Operating Costs	Hex Cap Screws PW94	60441	\$5.68
					60441 Total	\$11.36
TargetSolutions Learning LLC	INV90184	001 008 521 20 41 01	LE-Professional Serv-Fixed	Vector Evaluations Renewal	60442	\$1,194.36
					60442 Total	\$1,194.36
Teamsters Local No 763	Feb-24	001 000 284 00 00 00	Payroll Liability Other	Union Dues	60331	\$2,302.00
					60331 Total	\$2,302.00
Teamsters Welfare Trust Dental EFT	Apr-24	001 000 283 00 00 00	Payroll Liability Medical	Teamsters Dental Premium	EFT	\$3,440.00
					EFT Total	\$3,440.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
The Wide Format Co	144150	001 010 576 80 31 02	PK-Office Supplies	Plotter Paper	60443	\$69.10
The Wide Format Co	144150	101 016 544 90 31 01	ST-Office Supplies	Plotter Paper	60443	\$69.09
The Wide Format Co	144150	410 016 531 10 31 01	SW - Office Supplies	Plotter Paper	60443	\$69.10
					60443 Total	\$207.29
Transpo Group USA Inc	32064	101 016 542 30 41 02	ST-Professional Service	Lanark Landing Peer Review Svcs TO#2024-01	60444	\$2,352.50
					60444 Total	\$2,352.50
TransUnion Risk & Alternative Data Solutions Inc	4016011-202402-1	001 008 521 20 41 01	LE-Professional Serv-Fixed	TILO - Information Gathering Services	60445	\$211.61
					60445 Total	\$211.61
ULINE	173831275	001 013 518 20 31 00	GG-Operating Costs	Soap Dispenser/Hand Soap	60446	\$92.89
ULINE	173831275	410 016 531 10 31 02	SW - Operating Costs	Soap Dispenser/Hand Soap	60446	\$92.89
ULINE	174264972	101 016 544 90 31 02	ST-Operating Cost	Folding Workbench	60446	\$376.36
ULINE	174264972	410 016 531 10 31 02	SW - Operating Costs	Aluminum Clipboards	60446	\$258.33
					60446 Total	\$820.47
UPS	0000074Y42074	001 008 521 20 42 00	LE-Communication	Evidence Shipping	60447	\$23.17
					60447 Total	\$23.17
US Postal Service	2024 PO BOX	001 013 518 20 41 00	GG-Professional Service	2024 Post Office Box Rental Fee	60448	\$342.00
					60448 Total	\$342.00
Verizon Wireless	9957404487	001 008 521 20 42 00	LE-Communication	Wireless Phone Service	60449	\$3,083.60
					60449 Total	\$3,083.60
Versaterm Public Safety US Inc	INV37-00058	001 008 521 20 41 01	LE-Professional Serv-Fixed	IAPro Internal Affairs Software Maint Renewal	60450	\$1,310.90
					60450 Total	\$1,310.90
Warrington	022224 WARRINGTON	001 005 518 10 43 00	HR-Travel & Meetings	Parking Fee Reimbursement for Job Fair	60451	\$10.45
					60451 Total	\$10.45
Washington Audiology Services	62946	001 008 521 20 41 00	LE-Professional Services	Occupational Hearing Conservation Program Services	60452	\$22.00
					60452 Total	\$22.00
Washington Dept of Health	HANDLER 2024	001 008 521 20 49 00	LE-Dues & Memberships	Drug Dog Handlers K9 License Renewal	60453	\$55.00
					60453 Total	\$55.00
Washington State Patrol	I2404411	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	60454	\$22.00
Washington State Patrol	I2404924	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	60454	\$420.75
					60454 Total	\$442.75
Washington State Support Registry	2252024	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	EFT	\$843.45
					EFT Total	\$843.45
Washington State Support Registry	3102024	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	EFT	\$843.45
					EFT Total	\$843.45
Watson	24LSPD01	001 008 554 30 41 00	LE-Animal Control	Lab Work for 2 Dogs	60455	\$2,257.65
					60455 Total	\$2,257.65
Western Conference of Teamsters Pension Trust	3102024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	60332	\$4,684.61
Western Conference of Teamsters Pension Trust	3102024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension - Probation	60332	\$17.74
					60332 Total	\$4,702.35
Windwood Enterprises Inc	30614	001 010 576 80 31 00	PK-Operating Costs	Mulch - Frontier Heights NGPA	60456	\$4,241.66
					60456 Total	\$4,241.66
WR Lake Stevens LLC	01-2024 PD	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Car Washes for PD Vehicles 01-2024	60457	\$640.00
WR Lake Stevens LLC	02-2024 PD	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Car Washes for PD Vehicles 02-2024	60457	\$640.00
					60457 Total	\$1,280.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
YSI Inc	1064605	410 016 531 10 31 02	SW - Operating Costs	Prodss Total Algae Sensor/Cap Kit/Module Kit	60458	\$4,006.47
YSI Inc	1064605	410 016 531 10 48 00	SW - Repairs & Maintenance	Prodss Instrument Repair Services	60458	\$455.00
					60458 Total	\$4,461.47
Zachor Stock & Krepps Inc PS	24-LKS-0002	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services	60459	\$14,865.76
					60459 Total	\$14,865.76
Zoom Video Communications Inc	INV241965641	001 013 518 20 41 00	GG-Professional Service	Zoom Session Pay Per Attendee Annual Fee	60460	\$109.30
Zoom Video Communications Inc	INV241969232	001 013 518 20 41 00	GG-Professional Service	Webinar 500 - 1 Month	60460	\$86.35
					60460 Total	\$195.65

CITY OF LAKE STEVENS
CITY COUNCIL SPECIAL/RETREAT MEETING MINUTES

Thursday, February 8, 2024, at 4:00 p.m.

IN PERSON ONLY at the Hotel Bellwether, 1 Bellwether Way, Bellingham, WA 98225

CALL TO ORDER: 6:00 p.m. by Council President Gary Petershagen

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Ryan Donoghue, Kymm Shipman, Marcus Tageant, Gary Petershagen, Steve Ewing and Anji Jorstad.

4:00 p.m. Welcome and Appetizers

5:00 p.m. Dinner

6:00 p.m. Opening Remarks

6:15 p.m. Ice Breaker Exercise

Discussion Items

Recap of 2023 Council Retreat Takeaways

City Administrator Brazel reviewed the 2023 Council Retreat Takeaways with the Council.

Recap of 2023 Executive Retreat

HR Director Warrington reviewed the 2023 Executive Staff Retreat recap with the Council.

Celebrate 2023 Successes

Each Department presented a poster of accomplishments and Council reviewed each with staff.

Flock Safety Program

Chief Beazizo discussed the Flock Safety Program with the Council. Council and staff engaged in a discussion. This item will come back to a future Council meeting.

Review tomorrow's agenda

The meeting adjourned at 8:02 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

**CITY OF LAKE STEVENS
CITY COUNCIL SPECIAL/RETREAT MEETING MINUTES**

Friday, February 9, 2024, at 7:30 a.m.

IN PERSON ONLY at the Hotel Bellwether, 1 Bellwether Way, Bellingham, WA 98225

CALL TO ORDER: 8:30 a.m. by Council President Anji Jorstad

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Ryan Donoghue, Kymm Shipman, Marcus Tageant, Gary Petershagen, Steve Ewing and Anji Jorstad.

7:30 a.m. Breakfast Buffet

8:30 a.m. Welcome and Opening Remarks

8:40 a.m. Ice Breaker Exercise

9:00 a.m. Discussion Items

Strategic Planning Overview

Staff reviewed the work staff has done with strategic planning.

Mission Statement Review

Staff reviewed the work on the mission statement and asked for Council feedback. Council and staff engaged in an exercise to come up with the wording for a mission statement. This will come back to the Council.

Break: The Council took a break from 10:15 a.m. to 10:31 a.m.

Discussion Items

Lean Review

Staff presented an overview to the Council about the lean work that staff has been doing and reviewed sample projects.

Project of Projects

Staff reviewed the program created by staff to track City projects. This program was a result of the lean training.

Public Comment at Council Meetings

Council and staff discussed options for public comments at meetings. Staff will bring back a document that can be posted and distributed at meetings that describes the decorum that is appropriate for comments.

12:00 p.m. Lunch

Council took a lunch break for 30 minutes.

Discussion Items**Explore Untapped Revenue Sources & Utility Taxes**

Finance Director Stevens presented an overview to Council. Council and staff engaged in a discussion.

Council Code of Conduct

Staff reviewed sample Code of Conduct documents with the Council. Staff will bring back a draft Code of Conduct for Council review that can be incorporated into the Council's Rules of Procedures.

Council Attendance

Council discussed attendance and reviewed procedures for excusing Councilmembers.

Note: Council took a break from 1:55 p.m. to 2:05 p.m.

Fireworks Ban and Review Statistics

Council and staff discussed fireworks in the City. Staff will bring back an Ordinance to amend the City Code 10.03.100 on City property, public roadways and school property.

Main Street Project

Public Works Director Halverson reviewed the project updates and timelines with the Council.

Chapel Hill Update

Community Development Director Wright updated the Council on the Chapel Hill property.

Note: The Council took a short break from 3:15 p.m. to 3:20 p.m.

City Hall Update

Community Development Director Wright updated the Council on the timeline for the new City Hall.

Note: At 3:31 p.m., Councilmember Tageant left the meeting.

Museum Update

Community Development Wright provided an update to the Council on the museum.

Next Steps/Closing Remarks**Adjournment**

The meeting adjourned at 3:55 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

**CITY OF LAKE STEVENS
CITY COUNCIL SPECIAL MEETING MINUTES**

Tuesday, February 20, 2024, at 6:00 p.m.

By Remote Participation via Zoom and In Person at The Mill, 1808 Main Street, Lake Stevens.

CALL TO ORDER: 6:00 p.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Ryan Donoghue, Kymm Shipman, Anji Jorstad, Steve Ewing and Marcus Tageant

Call to Order

Pledge of Allegiance

The meeting was called to order at 6:00 p.m. by Mayor Brett Gailey.

Roll Call

All Councilmembers were present.

Approval of the Agenda

MOTION. Councilmember Petershagen made a motion, seconded by Councilmember Daughtry, to amend and approve the agenda removing item 10.B from consent to an action item. The motion passed 7-0-0-0.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Ewing, to further amend the agenda by removing item 10.D and 10.B from the consent agenda to an action item. The motion passed 7-0-0-0.

Citizen Comments

There were no comments from citizens.

Guest Business

Chief Beazizo introduced Entry Level Police Officer Austin Hogan.

Council Business

Councilmember Daughtry thanked staff for a successful retreat.

Councilmember Petershagen thanked staff for a successful retreat.

Councilmember Jorstad thanked staff for a successful retreat and mentioned the upcoming Polar Plunge event hosted by the Police Department benefiting Special Olympics.

Councilmember Ewing thanked staff for a successful retreat and expressed appreciation for the legislative meetings that occurred in Olympia this week.

Councilmember Tageant thanked staff for a successful retreat and mentioned the upcoming Polar Plunge event hosted by the Police Department benefiting Special Olympics. Councilmember Donoghue thanked staff for a successful retreat and gave an update from the Planning Commission meeting that occurred this week.

Councilmember Shipman thanked staff for a successful retreat, expressed appreciation for the legislative meetings that occurred in Olympia this week and gave an update on the Senior Center board meeting she attended.

Mayor Business

Mayor Gailey shared the VueWorks Implementation Award the Public Works Department received recently. He shared that the City received a Moody's Bond rating upgrade. He also shared that the City lobbyist, Trevor Justin, updated him on the status of the City Hall \$100,000 request. He stated that at this time it is on both sides of the budget.

City Department Report

Deputy Clerk Weaver asked Council if they would all be available to attend a council photo retake session at the next council meeting on February 27, 2024.

Consent Agenda

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

The consent items were as follows:

- 2024 Vouchers
- Amendment No. 4 to Interlocal Agreement with the City of Arlington for Joint Grant Administration

Action Items

10.B-2021 International Building and Fire Codes Adoption

Building Official Carol Manus answered questions about the Ordinance, discussion occurred.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Jorstad, to approve Ordinance 1160 Adoption of the 2021 International Building and Fire Codes. The motion passed 7-0-0-0.

10.D-Amendment No.4 to Agreement with Feldman & Lee, P.S for Public Defense Social Service Program.

Finance Director Barb Stevens answered questions about the item, discussion occurred.

Council asked that more information on how many Lake Stevens residents are served and what services are provided be brought back to a future meeting.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Tageant, to approve Amendment No.4 to Agreement with Feldman & Lee, P.S for Public Defense Social Service Program. The motion passed 7-0-0-0.

Adjourn:

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Daughtry, to adjourn the meeting. The motion passed 7-0-0-0.

The meeting was adjourned at 6:42 p.m.

Brett Gailey, Mayor

Caitlin Weaver, Deputy City Clerk

**CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES**

February 27, 2024, at 6:00 p.m.

Hybrid Meeting - By Remote Participation via Zoom & in Person at The Mill Building

CALL TO ORDER: 6:00 p.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Gary Petershagen, Kim Daughtry, Ryan Donoghue, Kymm Shipman, Steve Ewing, Marcus Tageant, and Anji Jorstad.

Call to Order

Mayor Brett Gailey called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Mayor Brett Gailey led the Pledge of Allegiance.

Roll Call

All Councilmembers were present.

Approval of Agenda

MOTION. Councilmember Donoghue made a motion, seconded by Councilmember Tageant, to approve the agenda with deletion of 5.A (Introduction of PW Crew members). The motion passed 7-0-0-0.

Guest Business:

Volunteers of America - Lake Stevens Community Resource Center Presentation
Lyndsey Gagnon, Executive Director of Volunteers of America

Lake Stevens Water Quality Report

Shannon Farrant, Surface Water Manager and Marisa Burghdoff, Snohomish County

Citizen Comments

Mary Dickinson, Lake Stevens. Mary thanked Volunteers of America for their work in the community.

Council Business

Mayor Business

Consent Agenda

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

The consent agenda items were as follows:

- 2024 Vouchers
- City Council Meeting Minutes of January 16, 2024
- City Council Meeting Minutes of January 23, 2024
- City Council Meeting Minutes of February 6, 2024

Public Hearing:

Code Clean Up (LUA2022-0082)

Senior Planner Levitan explained to the Council that the purpose of this hearing is to take public testimony on LUA2022-0082, a city-initiated land use code amendment that would revise multiple Lake Stevens Municipal Code (LSMC) chapters, including updates to comply with 2023 House Bills 1110 (middle housing) and 1337 (ADUs). Staff's recommendation is to approve Ordinance 1179 amending multiple LSMC chapters.

Mayor Gailey opened the hearing for public comment.
There were no comments from citizens.
Mayor Gailey closed the public hearing.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Jorstad, to approve Ordinance 1179.

AMENDMENT TO THE MOTION. Councilmember Jorstad made an amendment to the motion, seconded by Councilmember Daughtry, to incorporate the changes reviewed in tonight's PowerPoint presentation. The amendment to the motion passed 7-0-0-0.

ORIGINAL MOTION VOTE. The motion, as amended, passed 7-0-0-0.

Action Items

Agreement with Chevron WEX (fuel card) Program

Public Works Analyst Erickson explained the agreement with the Chevron WEX (fuel card) program. The current program has an excessive administrative burden with data entry, lacks comprehensive reporting and alerts, and is not compatible with the City's Fleet Management Systems. Analysis was done to compare alternative "WEX" programs (fuel card programs) considering staff time, budget impacts, system capabilities, and administrative capabilities. The Staff's recommendation is to move forward with the Chevron WEX program through Enterprise.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Jorstad, to authorize the Mayor to enter into an agreement with the Chevron WEX (fuel card) program. The motion passed 7-0-0-0.

Adjourn

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Daughtry to adjourn the meeting. The motion passed 7-0-0-0.

The meeting adjourned at 8:16 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 3/12/2024

Subject: Professional Services Supplement Agreement 4 for AquaTechnex, LLC

Contact Person/Department: Shannon Farrant, Public Works

Budget Impact: \$199,143

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign Supplemental Agreement No.4 amending Article II Scope of Services in the Professional Services Agreement with AquaTechnex, LLC to perform aquatic vegetation management and potential alum treatment on Lake Stevens in 2024 for a cost not to exceed \$199,143.

SUMMARY/BACKGROUND:

The City has contracted with AquaTechnex for the previous 11 years to perform annual aquatic vegetation surveys and herbicide applications for Eurasian Milfoil and other invasive and nuisance aquatic vegetation growth. Over the years, a shift in aquatic vegetation management has moved from predominantly treating Milfoil to the treatment of invasive and nuisance native vegetation.

As was conducted last year, to develop a targeted treatment protocol to serve the ecological and recreational benefits of the lake, a BioBase aquatic plant biovolume survey is proposed for 2024. This type of survey will guide treatment to improve recreational beneficial uses while still addressing the ecological needs and regulatory requirements. Native aquatic vegetation provides food and shelter for all types of aquatic life. Unfortunately, some species grow in thick clusters that can impact swimming and boating. AquaTechnex will develop and publish a treatment plan that will address both the recreational impact and ecologically beneficial uses of the native aquatic vegetation.

Alum treatment is used to limit growth of algae and has been scheduled for alternating

years per the Lake Management Plan. Due to low observations of available phosphorus, alum treatment may not be necessary in 2024. The lake will continue to be monitored, and the alum treatment is provided as Option 1, which will be executed, if needed. If in the event that more alum is needed (Option 2) than what was presented in Option 1 of the attached statement of work, city staff will evaluate the need, benefit, and cost and recommend a budget amendment in the future, if needed.

The City's 2024 budget includes \$239,254 for vegetation management and alum treatment. The 2024 scope of services is within this budget and no budget amendment is being requested.

APPLICABLE CITY POLICIES:

2022 Lake Stevens Alum Effectiveness Study

2011 Integrated Aquatic Plant Control Plan, Lake Stevens

ATTACHMENTS:

1. PSA.Consultant Services-Supplmental 04
2. 2021-2025_PSA_lake management-COLS Signature

SUPPLEMENTAL AGREEMENT NO. 4
PROFESSIONAL SERVICES AGREEMENT FOR THE CITY OF LAKE STEVENS

This Supplemental Agreement No. 4 is made and entered into on the 12 day of March, 2024, between the City of Lake Stevens, hereinafter called the "City" and AquaTechnex LLC, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into a Contract for the preparation of an application strategy plan and implementation for the treatment of invasive and nuisance aquatic vegetation and phosphorus loading through the application of aluminum sulfate (Alum) on Lake Stevens, hereinafter called the "Project," said Agreement being dated the 25th day of May, 2021; and

WHEREAS, both parties desire to supplement said Agreement and amend the total amount payable for this Agreement;

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

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

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A-2024, attached hereto and by this reference made part of this Supplemental Agreement No. 4.
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 \$199,143 and shall read as follows: "In no event shall the compensation paid to Consultant under this Agreement exceed \$199,143.00 for the Scope of Services presented in Exhibit A-2024. In no event shall the compensation paid to Consultant under this Agreement exceed \$200,000 annually without the written agreement of the Consultant and the City".

The total amount payable to the Consultant is summarized as follows:

Original Agreement	Not to exceed \$200,000 annually
Supplemental Agreement No. 1	\$93,195.00
Supplemental Agreement No. 2	\$189,060.50
Supplemental Agreement No. 3	\$99, 953.00
Supplemental Agreement No. 4	\$199,143

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 4 as of the day and year first above written.

CITY OF LAKE STEVENS

AQUA TECHNEX

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

Exhibit A- 2024

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

2024 Project Year

Aquatic Plant Management Tasks

Task One: Pretreatment Public notification

The first step this season will be to perform the required pre-treatment notification for the year's work. A written notice is required to be delivered to all shoreline residents and businesses. We will mail a large postcard with text that is required by Ecology and provide a web site address for additional information.

We will provide notification to all lake residents and properties adjacent to the lake, and users of the lake if affected (public boat ramps, public beaches, and rowing clubs). We will also maintain the project web site that will have treatment maps and additional information for lake residents about the products used, the timing of treatments etc. We will share resources with the City of Lake Stevens (sign graphics, website link) to facilitate outreach by City staff as well. Signage will include sturdy staking as appropriate for the type of sign.

Task Two, Survey work

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

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

The second would be mid to late June to map results from Eurasian Milfoil treatments and map areas that might benefit from treatment for nuisance vegetation. A report would be issued to the City for consideration prior to treatment. This work will include a BioBase aquatic plant biovolume mapping effort to help determine treatment locations. Maps will be added to the project website.

Task Three, ProcellaCOR and Galleon Herbicide treatment

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

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

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

Diquat herbicide has been used effectively in the past to target this growth. American or Large Leaf Pondweed has become an increasing problem in traditional treatment zones as the Diquat has control other species. Aquathol is very effective against pondweed and other species that may be present, we would be increasing the amount of Aquathol used in the treatment zones.

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

Task Five, Post treatment survey and annual report.

At the end of the summer, a detailed post treatment survey would be performed in all areas targeted during that year's treatment. A report in PDF form will be generated for the City with maps and any additional recommendations for the following year. The annual report will include shapefiles for the surveys and treatment areas.

Phosphorus Mitigation

Aluminum sulfate is generally applied every second year under this program and 2024 is such a year. At this point it has not been determined if it is necessary. An option is presented here for Alum treatments should they be desired.

Aquatic Plant Management, Potential Phosphorus Mitigation Scope and Fees for 2024

Task	Comments	Cost
Task 1, public notification	There may be up to three treatment events targeting different areas of the lake this coming summer. This could require three notices. This includes printing, address matching, postage and record keeping	\$1,200.00
Task 2, Surveys	There is a need for May survey to identify Eurasian Milfoil locations around the lake, a second survey in late June to assess need for Contact Herbicide Treatment and August survey to determine results	\$3,000.00 for May Milfoil/Curly leaf Survey \$5,000.00 for June hydroacoustic biobase survey and report
Task 3, ProcellaCOR or Galleon treatment	ProcellaCOR/Galleon Herbicide treatments are designed based on the size of the treatment area and average water depth, so the mapping work will be used to determine the cost. The survey would be used to provide a report and map of suggested treatment areas not to exceed this budget amount	\$35,000.00 budget based on assumed acres, may be modified up or down based on survey. This is a not to exceed amount
Task 4, Nuisance Aquatic Vegetation Control and lily control Option	This budget would be for use targeting nuisance aquatic vegetation as approved by the City after survey work is performed. This budget would cover. There will be two lily and watershield treatments. Areas will be mapped and targeted with two applications.	\$45,000.00 budget. This is not to exceed amount. Survey will inform on required acres.
Task 5, post treatment survey and year-end report	A post treatment survey will be performed at the end of the summer. The year end report will document all efforts and provide the City with the information necessary to perform Ecology's NPDES permit year end report.	\$3,500.00
Estimated total before sales tax if all steps are necessary		\$92,700.00
Sales Tax at 9%		\$8,343.00
Total Base Project Cost		\$101,043.00
Alum Treatment: Option 1	Application of Aluminum Sulfate to sequester phosphorus if necessary. Apply 40,000 gallons of aluminum sulfate to Lake Stevens. Includes 9% Sales Tax	\$ 98,100.00
Alum Treatment: Option 2	Additional gallons of Aluminum Sulfate at cost of \$1.65 per gallon, to come in 4000-gallon increments. Sales tax at 9% additional.	TBD
Total Project Cost + Option 1		\$199,143.00

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

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

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

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

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

III.5 EMPLOYMENT.

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

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

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

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

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

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

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

III.6 INDEMNITY.

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

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

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

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

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

III.7 INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

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

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

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

b. Public Records.

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

ARTICLE V. GENERAL

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

To the City:

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

To the Consultant:

AquaTechnex, LLC
Attn: Terrence M. McNabb, Manager
PO Box 30824
Bellingham, WA 98228

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

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

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

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

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

V.5 SEVERABILITY.

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2021.

CITY OF LAKE STEVENS

AquaTechnex LLC

By: 
Brett Gailey, Mayor

By: _____

Printed Name and Title

Approved as to Form:

Greg Rubstello

Greg Rubstello (Jun 8, 2021 10:41 PDT)

By: _____

Greg Rubstello, City Attorney

Exhibit A
Scope of Services

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

Aquatic Plant Management Tasks

Task One: Public notification

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

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

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

Task Two, Survey work

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

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

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

Task Three, ProcellaCOR treatment

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

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

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

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

Task Five, Post treatment survey and annual report.

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

Phosphorus Management Treatment

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

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

Sediment Mapping

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

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

This Supplemental Agreement No. 1 is made and entered into on the 25 day of May, 2021, between the City of Lake Stevens, hereinafter called the "City" and AquaTechnex LLC, hereinafter called the "Consultant."

WITNESSETH THAT:

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

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

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

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

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

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

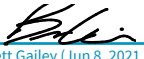
The Total Amount payable to the Consultant is summarized as follows:

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

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

CITY OF LAKE STEVENS

AQUATECHNEX, LLC

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

By: _____
Printed Name & Title

ATTEST/AUTHENTICATED

By: 
Kelly Chelin, City Clerk

Scope of Services for 2021

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

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

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

AquaTechnex_LakeMngt

Final Audit Report

2021-06-08

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

"AquaTechnex_LakeMngt" History

-  Document created by Kelly Chelin (kchelin@lakestevenswa.gov)
2021-05-26 - 8:15:25 PM GMT- IP address: 74.85.95.34
-  Document emailed to Brett Gailey (bgailey@lakestevenswa.gov) for signature
2021-05-26 - 8:16:18 PM GMT
-  Email viewed by Brett Gailey (bgailey@lakestevenswa.gov)
2021-05-27 - 1:16:18 AM GMT- IP address: 76.121.155.219
-  Email viewed by Brett Gailey (bgailey@lakestevenswa.gov)
2021-06-08 - 3:19:20 PM GMT- IP address: 74.85.95.34
-  Document e-signed by Brett Gailey (bgailey@lakestevenswa.gov)
Signature Date: 2021-06-08 - 3:19:57 PM GMT - Time Source: server- IP address: 74.85.95.34
-  Document emailed to Greg Rubstello (grubstello@omwlaw.com) for signature
2021-06-08 - 3:19:58 PM GMT
-  Email viewed by Greg Rubstello (grubstello@omwlaw.com)
2021-06-08 - 5:41:04 PM GMT- IP address: 104.143.198.247
-  Document e-signed by Greg Rubstello (grubstello@omwlaw.com)
Signature Date: 2021-06-08 - 5:41:18 PM GMT - Time Source: server- IP address: 13.93.198.71
-  Agreement completed.
2021-06-08 - 5:41:18 PM GMT

CITY COUNCIL STAFF REPORT



Agenda Date: 3/12/2024

Subject: Professional Services Agreement to Kimley-Horn and Associates for the 20th Street NE and Main Street Intersection Project (Main Street Roundabout Project)

Contact Person/Department: Frank Reinart, Public Works

Budget Impact: The 2024 budget includes \$ 200,000 for initial design and federal environmental permitting work for the Main Street Roundabout project. The requested action will authorize a professional services agreement for \$ 199,920.72 for the Preliminary Design stage scope of services only as described in Exhibits A-1 and B-1.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the Professional Services Agreement with Kimley-Horn and Associates, Inc., for civil engineering design services for the 20th Street NE and Main Street Intersection Project (Main Street Roundabout Project).

SUMMARY/BACKGROUND:

This project will design and construct the replacement of the existing four-way stop sign managed intersection of Main Street and 20th Street NE with a single lane roundabout intersection configuration. The project includes realigned vehicle travel lanes, receiver turn lanes and/or lane widening within the roundabout circle where needed, concrete center round and center treatment/landscaping, and realigned sidewalks, pedestrian ramps, and crosswalks. Pedestrian crossings, including crosswalk pedestrian ramps, will be designed and constructed to comply with current Americans with Disabilities Act (ADA) guidelines

This project is included in the street improvements identified to be funded through the Transportation Benefit Program (TBP), as part of the overall Complete Streets improvement project for Main Street. This roundabout project was separated from the

Main Street Improvement projects in order to meet the different obligation deadlines of two federal transportation grants providing funding for the projects.

The City advertised for civil engineering design and environmental permitting services during December 2023. Based on project-specific Statements of Qualifications (SOQs) received by two candidate consulting firms responding to the advertisement, interviews by a panel of City Staff were completed in January 2024. Based on the interview findings, Kimley-Horn and Associates, Inc. (Kimley-Horn), was selected as the preferred candidate for this project. During February, Kimley-Horn developed a proposed scope of services and estimated fee schedule for the project.

As this project will be funded with a federal transportation grant, the project will need to complete a National Environmental Policy Act (NEPA) review early in the project. This review typically requires a significant, and often variable, amount of time to complete; particularly for a street project in close proximity to a waterway. Consequently, the design process for this professional services agreement has been divided into two stages: Preliminary Design and Final Design. This two-stage approach will allow for a quick start to the surveying, environmental documentation studies, and other preliminary design elements, with the goal to submit for NEPA review as soon as practicable summer this year.

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

APPLICABLE CITY POLICIES:

Comprehensive Procurement Policy, P-2-2018

ATTACHMENTS:

1. Professional Services Agreement - Main Street Roundabout

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON
AND KIMLEY-HORN AND ASSOCIATES, 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 Kimley-Horn and Associates, Inc., a Corporation authorized to do business in the State of Washington, ("Consultant").

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

II.1 SCOPE OF SERVICES. The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

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

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.4 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both

parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.5 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

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

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

III.6 TERM. The term of this Agreement shall commence upon full signing and shall terminate at midnight December 31, 2025. The parties may extend the term of this Agreement by written mutual agreement.

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

III.8 EMPLOYMENT.

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

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

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

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

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

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

III.9 INDEMNITY.

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

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

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

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

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

III.10 INSURANCE.

a. **Insurance Term**
The Consultant shall procure and maintain for the duration of the Agreement, insurance against

claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

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

d. The minimum insurance limits shall be as follows:

Consultant shall maintain the following insurance limits:

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

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

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

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

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

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

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

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

III.11 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of

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

III.12 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

terminate this Agreement.

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

See Exhibit C

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$ 199,920.72** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

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

ARTICLE V. GENERAL

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

To the City:

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

To the Consultant:

Kimley-Horn and Associates, Inc.
2828 Colby Avenue STE 200
Everett, WA 98201

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

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

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

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

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes

all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 SEVERABILITY.

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

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

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

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

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

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

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

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

DATED this _____ day of _____ 2024.

CITY OF LAKE STEVENS

Kimley-Horn and Associates, Inc.

By: _____
Brett Gailey, City Mayor

By: _____

Printed Name and Title

Approved as to Form:

By: _____
Greg Rubstello, City Attorney

Attachments:

Exhibit A (A-1 and A-2)

Exhibit B (B-1 and B-2)

Exhibit C

To: Frank Reinart, PE, Senior Civil Engineer
City of Lake Stevens

From: Chelsea Morrison, PE
Kimley-Horn and Associates, Inc.

Date: March 5, 2024

Subject: Final Design Services for the 20th Street NE and Main Street Intersection Project,
Phase 1

Thank you for the opportunity to provide this proposal for the final design of the 20th Street NE and Main Street Intersection Project (Main Street Roundabout). Detailed in this document is a scope of work, fee estimate, and proposed schedule developed by Kimley-Horn to complete the preliminary design for the project.

Project Understanding

Kimley-Horn (Consultant) understands that the City of Lake Stevens (City) desires final design and permitting services for a roundabout at the intersection of Main Street and 20th Street NE.

Based on initial discussions with the City, the roundabout is desired to fit within existing Right-of-Way, aligning with the City's early-acquisition in the northwest quadrant. Impacts to adjacent properties, City bridge, and stormwater channel shall be minimized to the greatest extent practicable.

The Consultant Team's effort will include survey, geotechnical evaluation, jurisdictional/agency coordination, environmental permitting including NEPA and SEPA, 30%, 60%, 90%, and 100% PS&E Packages, agency permitting, WSDOT coordination, and additional services as outlined in the Scope of Work.

Scope of Work

PHASE 1

Task 1: Phase 1 Project Management and Coordination

Kimley-Horn will provide project management activities to maintain the project schedule and budget. The project manager will plan and monitor the completion of scope items by the design team including holding regular coordination meetings with internal staff and subconsultant team members. The project manager will monitor budget expenditures and review/process monthly invoices with sufficient detail to document progress and budget status. Kimley-Horn will develop a quality control management plan and provide quality assurance check that it is being followed for all deliverables.

Kimley-Horn will conduct one kickoff meeting and up to twelve (12) bi-weekly project management coordination meetings with between the Consultant Project Manager and City Project Manager. Kimley-Horn will provide a proposed agenda in advance of each meeting and distribute summary notes following each meeting.

Assumptions:

- Phase 1 effort will begin in mid-March 2024 and be completed by the end of September 2024.
- Kick-off meeting will be held virtually via Teams. Estimated staff hours include attendance of up to five (5) Kimley-Horn Staff and up to two (2) subconsultant staff. Kick-off meeting is assumed to be one hour in duration.

- Bi-Weekly Project Management Coordination Meetings will occur partially in-person at Kimley-Horn's Everett office. Estimated staff hours assume up to one (1) staff attending up to three (3) meetings in-person with the remaining meetings held virtually.
- Bi-Weekly Project Management Coordination Meetings assumed at 30 minutes each.
- Bi-Weekly Project Management Coordination Meetings assume attendance of Consultant Project Manager at up to fourteen (14) meetings plus up to one (1) additional staff member at up to six (6) meetings.
- Project schedule will be developed using Microsoft Project software at start of project, with monthly updates provided as requested by City. Up to six (6) revisions assumed.

Deliverables:

- Progress Reports – Electronic (PDF)
- Meeting Agendas – Electronic (PDF)
- Meeting Notes – Electronic (PDF)
- Quality Management Plan – Electronic (PDF)
- Project Schedule – Electronic (PDF)

Task 2: Agency Coordination

Kimley-Horn will prepare for and attend one on-site, in-person agency coordination meetings that may include representatives from Community Transit, Snohomish Regional Fire and Rescue, Washington State Department of Transportation (WSDOT) Local Programs, Snohomish Public Utilities District (SnoPUD) Electrical, SnoPUD Water, Lake Stevens School District, and Lake Stevens Sewer District.

Kimley-Horn will also prepare and attend up to one (1) in-person pre-application meeting with City of Lake Stevens permitting staff, aligning with the 30% design. Kimley-Horn will provide a proposed agenda in advance of each meeting and distribute summary notes following each meeting. Kimley-Horn is proposing the following meetings:

- One (1) on-site meeting to review the conceptual footprint, including transit stop and potential utility impacts, and reach concurrence or identify any needed revisions prior to proceeding to a 30% design level.
- One (1) in-person pre-application meeting.

As design progresses to a 30% level, comments received during the on-site meeting will be tracked. A comment-resolution form will be provided with the 30% submittal documenting the resolution or continued coordination needs of each item.

During Phase 1, a Project Permitting Matrix will be developed. This matrix will identify assumed permits or approvals needed throughout the life of the project, including construction. Key coordination milestones and information needed for each permit or approval will be identified. The Project will utilize this matrix throughout final design until construction permits and approvals are received. The WSDOT Statewide Transportation Improvement Program (STIP) will require an updated to split the Main Street Roundabout project out from the Main Street Improvement project. Other items identified on the Project Permitting Matrix will include, at a minimum, updates needed for the STIP, review of the City's current Local Agency Agreement, a Project Prospectus update, NEPA, SEPA, as well as interim milestones needed to obtain City Right-of-Way permits, WSDOT Design Approval, and obligation of federal funding in order for the City to advertise the project.

Assumptions:

- Estimated staff hours include attendance of up to three (3) Kimley-Horn Staff for on-site meeting, up to two hours in length.
- Estimated staff hours include attendance of up to two (2) Kimley-Horn staff for Pre-Application meeting.

- SnoPUD Water relocation is not anticipated to be required. No coordination hours have been assumed.
- Will follow the WSDOT Local Agency Guidelines (LAG) Manual for review of the Local Agency Agreement review, Project Prospectus updates, and WSDOT Design Approval.
- The STIP update will require coordination with Puget Sound Regional Council (PSRC) through the monthly amendment process.
- Federal funding amount to be split from the Main Street Improvement project will be provided by the City.
- Agency coordination with Community Transit, Snohomish Regional Fire and Rescue, WSDOT Local Programs, SnoPUD Electrical, SnoPUD Water, Lake Stevens School District, and Lake Stevens Sewer District beyond what is described above will be limited to email notifications during this phase. Detailed coordination will occur within Phase 2.

Deliverables:

- Meeting agendas and summaries – Electronic (PDF)
- Comment-Resolution form documenting on-site meeting comments and resolution status at 30% deliverable – Electronic (PDF)
- Comment-Resolution form from pre-application meeting to document comments for future phases of work. – Electronic (PDF and Excel)
- Project permitting matrix – Electronic (PDF and Excel)

Task 3: Traffic Analysis

Kimley-Horn will provide traffic analysis to evaluate the intersection operations, including with the planned roundabout. Kimley-Horn will determine future volumes at the intersection to determine the appropriate design for the roundabout. Kimley-Horn will provide a memorandum summarizing the analysis and findings.

Assumptions:

- Existing volumes at the intersection are available.
- Kimley-Horn staff will coordinate with City staff and/or City sub-consultants for consistency with other documents, including the Comprehensive Plan and Comprehensive Plan Update.

Deliverables:

- Report summarizing findings and identifying the operations of the intersection with the planned improvement – Electronic (PDF)

Task 4: 30% Plans, Design Documentation, and Estimate

Kimley-Horn will progress the design to an approximate 30% level of design. This task includes design team coordination, documentation of design parameters and roundabout design checks, progression of design, plan preparation, Engineer's Estimate, and associated Quality Control reviews.

Kimley-Horn will prepare WSDOT Design Parameters Worksheet sections for design elements impacted, anticipating elements 1, 3, 5, 6, 8, 9, 10, 11, 12, 13, and 19, for the City and WSDOT Local Programs review. These design parameters will be used in the preliminary design and layout of the roundabout.

Kimley-Horn will prepare a Draft Drainage Analysis and Report in accordance with the 2019 Department of Ecology Stormwater Management Manual for Western Washington which will include conducting the off-site analysis, basin/threshold discharge area (TDA) delineation, and determination of which minimum requirements are applicable to the project. Best management practices (BMPs) for each minimum requirement will be evaluated for feasibility and rough order of magnitude sizing will be conducted for budgeting purposes. The draft 30%

drainage report will not include detailed descriptions of the stormwater management systems, calculations, operations and maintenance manual, or a construction stormwater pollution prevention plan (SWPPP).

Kimley-Horn will coordinate with environmental work on-going in Task 300. This work will coordinate limits of APE as well as review and coordinate the environmental documentation for consistency with design.

Design checks specific to vehicles navigating roundabout intersections will be calculated and documented in a technical memorandum. Roundabout curb geometry and lane markings will be adjusted to achieve target design values for estimated speeds, design vehicles, and sight lines. If site conditions or other constraints require a deviation from guidance described in NCHRP Report 672, the deviation will be identified in the technical memorandum along with a description why the deviation is being requested. The following design checks will be evaluated for vehicles:

- Fastest path estimation for R1 through R5
- Swept path and tire tracking for design vehicles (Assume up to two design vehicles in addition to Community Transit 60' coach and Snohomish Regional Fire design vehicle)
- Intersection angle of visibility
- Intersection Sight Distance (Assume $t_c=5.0$ seconds)
- Stopping Sight Distance
- Path overlap estimation for multi-lane entries and departures, if needed

This design will be used to prepare project plans and a construction cost estimate. The 30% Plans are anticipated to include the following:

Plan Sheet Description	Estimated Number of Sheets
Cover Sheet	1
General Notes and Abbreviations	1
Existing Conditions	4
Roadway Plan & Profile	4
Typical Sections	2
Channelization & Signing Plans	4
Total Sheets:	16

The 30% Plans will be submitted to the City and the partner agencies for review, including a comment-resolution form from the on-site meeting, prepared in Task 2.

The 30% Construction Estimate will be prepared using historical unit prices from similar projects, other current cost data, WSDOT Unit Bid Analysis, and recent City projects. A 30% Project Cost Estimate will be completed based on the 30% Construction Estimate and typical percent-based costs for design, permitting, and construction engineering.

Assumptions:

- Hours assume that task will be completed within two (2) months of NTP.
- Bi-Weekly 30-minute design team check-ins for up to five (5) consultant staff, up to eight (8) total.
- Final design is not included in this phase of work.
- 30% design will be based on GIS and available base-mapping. Survey will be incorporated with future phases of design.
- Plan sheets are assumed at a typical 1" = 40' Scale, to be provided on 11"x17" sheets. Approximately 16 sheets are anticipated.
- Drainage and landscaping restoration to be detailed on plan and profile sheets.

- Drainage design will be schematic only, no pipe profiles will be designed during this phase.
- Design will be based on the City of Lake Stevens Design Guidelines, the latest edition of the WSDOT Design Manual, and the Department of Ecology Stormwater Management Manual for Western Washington.
- Responses to 30% Review Comments and Summary Memo will be completed in next phase of project.
- 30% typical cross sections will be conceptual, including lane widths, ROW location, and distance from channel. Future phases of project work will create site-specific cross sections to detail items including retaining walls.

Deliverables:

- Draft Drainage Report – Electronic (PDF)
- Roundabout Design Checks Memorandum – Electronic (PDF)
- 30% Plans and Construction Cost Estimate – Electronic (PDF and AutoCAD/Word/Excel)
- WSDOT Design Parameters Spreadsheet - Electronic (PDF and Excel)
- Quality Control Records – Electronic (PDF)

PHASE 1 SUBCONSULTANTS:

Task 100: Environmental Permitting

Environmental permitting support will be provided by S&W. See subconsultant scope below.

In collaboration with the City, Kimley-Horn, and other sub-consultants, S&W will manage development of the National Environmental Policy Act (NEPA) Categorical Exclusion documentation and the State Environmental Policy Act (SEPA) Checklist as described in Tasks 100.2 and 600.

Task 100.1: Existing Conditions Site Visit

- Before going into the field, S&W will review available background information provided by the City or publicly available, including City data/maps/reports, USGS soil survey maps, National Wetlands Inventory, and Washington State Department of Fish and Wildlife Priority Habitats and Species maps, among others.
- S&W will visit the potential project area, to include Kimley-Horn -identified improvement or other work areas outside of existing improved surfaces, to document existing conditions that will support completion of the City of Lake Stevens' SEPA checklist and WSDOT's NEPA Categorical Exclusion Documentation Form (CatEx Form) and supporting studies.
- Based on preliminary review of aerial photos and the current understanding of the potential project footprint, no wetlands are anticipated in project improvement areas. However, because staging areas and the final extent of project alterations is not yet known, this will be confirmed during the site visit. Stevens Creek parallels the east side of Main Street, but since work is not expected outside of the current pavement on the east side of Main Street, delineation of the ordinary high-water mark (OHWM) of Stevens Creek or of any creek-associated wetland fringe is not necessary.
- S&W will prepare a letter report that documents non-hazard critical areas within the project boundaries: confirms the absence of wetlands that could be impacted by the project, describes and classifies Stevens Creek (a fish and wildlife habitat conservation area) on the east side of the project, and describes any other fish and wildlife habitat conservation areas in the project area.

Deliverables:

- Draft and Final existing conditions letter report.

Task 100.2: NEPA CatEx Form and Supporting Documents

S&W understands that the City has completed a preliminary NEPA kick-off meeting. S&W will support the City and Kimley-Horn team to schedule, prepare and agenda, and participate in a second NEPA kick-off meeting with WSDOT that will reflect the latest project understanding. S&W will prepare a meeting summary and circulate to all participants for review.

S&W will complete the following sections of the CatEx Form, as described below, for the proposed project:

- i. **Part 1-Project Description.** The City or Kimley-Horn will develop an official project description that is consistent with the STIP, to be used for the environmental permitting.
- ii. **Air Quality:** The project is assumed to be exempt from Air Quality conformity requirements and is not located in a Non-Attainment Area or Maintenance Area for carbon monoxide, ozone or PM 10 or PM 2.5. No special studies will be needed.
- iii. **Critical and Sensitive Areas:** S&W will complete this section based on information from prior studies in the area (to be provided by the City) and the site visit and information collected under Task 100.1 from the City. Only the Task 100.1 deliverable prepared by S&W will be needed as a supporting study.
- iv. **Cultural Resources/Historic Structures:** S&W will complete this section using information and analysis provided by Aqua Terra Cultural Resources Consultants under Task 200. S&W will work with Kimley-Horn, Aqua Terra Cultural Resources Consultants, and the City to define the Area of Potential Effects.
- v. **Floodplains and Floodways:** The project is not located in a FEMA-mapped special flood hazard area. No special studies will be needed.
- vi. **Hazardous and Problem Waste:** S&W will review available historical records and databases (including ordering a new EDR Radius Map Report and the standard federal, state, and tribal databases for the site and nearby properties within the ASTM-recommended search distances) and will conduct a windshield survey of the project area. S&W will complete the CatEx Form questionnaire using publicly available background information, the site visit, and any studies or relevant information completed in or near the project area to be provided by the City. It is assumed that a stand-alone HazMat Analysis Report/Memorandum will not be necessary.
- vii. **Noise:** If required, Kimley-Horn or others will prepare a noise analysis consistent with WSDOT Environmental Manual requirements to support S&W's completion of this section of the CatEx form.
- viii. **4(f)/6(f) Resources:** S&W will complete this section assuming that no 4(f)/6(f) resources are located within the project area.
- ix. **Agricultural Lands:** S&W will complete this section assuming that no agricultural lands are located within the project area.
- x. **Rivers, Streams or Tidal Water:** S&W will complete this section based on information collected during Task 100.1, and any studies or relevant information completed in or near the project area to be provided by the City. Stevens Creek is the only stream within 300 feet of the project. Based on information provided to date, it is assumed that there will be no new or modified outfalls into the creek and no widening of the bridge over the creek.
- xi. **Tribal Lands:** TS&W will complete this section; the project does not take place on any Tribal lands.

- xii. Water Quality/Stormwater: S&W will complete this section using information provided by Kimley-Horn about the proposed stormwater management strategy for flow control and water quality treatment. A stand-alone technical report is presumed not to be necessary.
- xiii. Previous Environmental Commitments: S&W will complete this section with input from the City.
- xiv. Environmental Justice: S&W will complete this section and prepare a stand-alone Environmental Justice (EJ) technical memo to address EJ in compliance with Chapter 458 of the WSDOT Environmental Manual or the most recent updated direction from WSDOT Local Programs that may supersede the WSDOT Environmental Manual. The level of documentation will depend on the presence of EJ populations in the project area and the potential of the project to affect EJ populations. Measures for addressing Limited English Proficiency (LEP) populations will also be documented. The project area, including any detour route, may contain minority or low-income populations, but is assumed not to have short- or long-term “disproportionate, high and adverse” effects on them. The EJ memo will summarize the required analysis of the project area including documentation of readily available demographic information, a description of the effects and the decision-making process and rationale that generated the effects, a summary of communications with the affected party(ies), and a more general summary of the public outreach efforts and results, using information provided by the City and Kimley-Horn.
- xv. Biological Assessments (BAs) and Essential Fish Habitat (EFH) Evaluations: S&W will complete this section, which will include a stand-alone supporting BA with an EFH analysis sub-section. A Highway Runoff Dilution and Loading (HI-RUN) model analysis will be included in the BA if this tool is still required at the time of BA preparation. Kimley-Horn stormwater engineers will provide S&W with a completed Endangered Species Act Stormwater Design Checklist for Western Washington, including appropriate figures, to support completion of HI-RUN. If HI-RUN is not required, the information provided in the checklist will still be beneficial for the ESA analysis. Because an increase of pollution-generating impervious surface (PGIS) is anticipated and stormwater runoff will not be infiltrated, the BA will conclude with a determination of “likely to adversely affect” listed fish and formal consultation between WSDOT and the National Marine Fisheries Service and U.S. Fish and Wildlife Service will be required. Stormwater treatment requirements are continuing to evolve as the federal agencies react to information about 6PPD-Quinone.

Task 100 Deliverables:

- NEPA Kick-off Meeting Summary – Electronic (PDF)
- Draft and Final NEPA CatEx Form – Electronic (PDF)
- Draft and Final Environmental Justice Technical Report – Electronic (PDF)
- Draft and Final Biological Assessment – Electronic (PDF)

Task 100 Assumptions:

- The City will provide the Kimley-Horn team with relevant documentation associated with the development at the northwest corner of the roundabout and any other relevant studies in the project area.
- Task 100.1 site visit will take no more than 8 hours including travel time.
- No wetlands are anticipated on the west side of Main Street; additional budget will be needed if any wetlands are identified within the project boundary to include staging areas.
- The OHWM of Stevens Creek and any creek-associated wetlands on the east side of Main Street will not be delineated. S&W assumes that application of Lake Stevens Municipal Code 14.88.430(e)(5) and -.830(f)(5) provisions would result in buffers stopping at the edge of the improved Main Street surface that might otherwise extend across Main Street from Stevens Creek or any creek-associated wetlands.
- Right-of-entry to all project areas within the project boundary, to include any staging areas, will be provided under Task 500.

- All deliverables will be emailed to Kimley-Horn and the City for one round of concurrent review, revised, and then the final will be emailed to Kimley-Horn and the City.
- No impacts to wetlands or streams are anticipated that will trigger City critical areas permit, U.S. Army Corps of Engineers permit, Ecology permit, or any mitigation or restoration requirements.
- Draft documents will be provided in Word for easy review and editing using track changes and comment function; final deliverables will be provided in a print-ready PDF.
- Only the special studies identified in Tasks 100, 200 and 400 will be required to complete the NEPA CatEx Form.
- No environmental sampling or additional studies beyond review of existing hazardous materials information, EDR, and windshield survey will be required.
- It is assumed an EIS or Environmental Assessment is not required under NEPA and the project will be processed using a CatEx through WSDOT.
- The City will provide the official project description that is consistent with the STIP.
- Any early Right-Of-Way (ROW) acquisition that occurred prior to starting NEPA was consistent with all requirements under 23 CFR 710.501 and will not require additional documentation to be prepared by the Kimley-Horn team.
- S&W support for formal ESA consultation, including responding to comments, completing additional analysis, or revising documents, is only included up to the limits of the BA budget allocation. S&W can provide additional support, if needed, under a modified agreement.

Task 200: Cultural Resources Support

Cultural Resources support will be provided by Aqua Terra Cultural Resources Consultants. See attached scope.

Overall Project Assumptions:

*Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost provided in project cost estimates. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

Proposed Fee

See attached fee/hour estimate.

SCOPE OF WORK

CULTURAL RESOURCE SERVICES FOR THE

20TH STREET NE AND MAIN STREET INTERSECTION IMPROVEMENTS PROJECT

LAKE STEVENS, SNOHOMISH COUNTY, WASHINGTON

DATE	February 15, 2024	
CLIENT	City of Lake Stevens Frank Reinart (Senior Civil Engineer) freinart@lakestevenswa.gov 425-622-9446	Alt Contact: Chelsea Morrison, P.E., Kimley-Horn Project Manager
PROJECT AREA	The project area is located at 20 th Street NE and Main Street Intersection in Lake Stevens, Snohomish County WA within the right of way (ROW) within Section 08 of Township 29N Range 06E. The project area totals ~1.53 acres.	
LANDOWNER	City of Lake Stevens	
PROJECT DESCRIPTION	The project intends to make intersection improvements, including roundabout construction. The project will stay within the existing ROW with a potential TCE near adjacent property accesses. A retaining wall will be designed in the NW quadrant. Impacts will include new pavement sections and installing minor storm drainage conveyance less than 6 feet deep. Previous impacts include the construction of the existing roadway and any improvements made to it in the past. A previous cultural resource assessment was completed on the main street in the southern section of the project area.	
FUNDING SOURCE	WSDOT construction Funding, local design	
REGULATORY	NEPA/SEPA (Section 106)	
REGULATORY LEAD AGENCY	WSDOT	
CONSULTING PARTIES	WSDOT, FHWA, City of Lake Stevens, Kimley-Horn	
LOCAL AGENCY AGREEMENT (LAG) PROJECT	Yes	
AGENCY PROJECT NUMBER	None available	
DAHP PROBABILITY	High to Moderate	
AREA OF POTENTIAL EFFECTS (APE)	APE to be defined by client and approved by WSDOT	
BUILT ENVIRONMENT?	No structures will be demolished, however a bridge (built date:1993) at the east leg of the intersection is in the project area but slated not to be impacted	

BACKGROUND INFORMATION:

Background research indicates approximately 8 archaeological sites, one registered structure, 525 recorded historic structures, 22 cultural resource surveys, and one burials, or cemeteries within a one-mile radius of the project area. The closest site is a historic debris scatter, road, and residential structure approximately 500 from the project area. There is one previously conducted cultural resource assessment within the Project Area, it was completed in 2018 in the southern boundary of the project area on main street, the results concluded that no historic properties would be affected by the project at the time. A search of the County assessor's records for the property reveals there are no structures within the proposed Project Area meeting the 50-year age threshold for assessment. The bridge structure in the eastern portion of the project area was built in 1993 according to the WSDOT - All Bridge and Tunnel Inventory (State & Local) (2024) data and therefore does not meet the 50-year age threshold for assessment. The soils in the project area are generally comprised of Mukilteo muck and Tokul gravelly medial loam. The project area has been previously disturbed by previous road way installments and improvements.

Task 1. Background Review

ATCRC will conduct background review for information held at appropriate repositories, such as the Washington State Department of Archaeology and Historic Preservation (DAHP)'s Washington Information System for Architectural and Archaeological Records Data (WISAARD) database, tribal cultural resource departments, university and city libraries, history museums, public records, private manuscript collections, online sources, and/or informants. The research objective is to fully understand the project area's environmental and cultural contexts and land use patterns and determine the probability for cultural resources to be present in the project area.

Assumptions:

- All project information will be provided to ATCRC before the commencement of our assessment to avoid delays.
- The client will provide ATCRC with any relevant correspondence regarding the project between involved agencies and tribes.
- The client will provide ATCRC with a detailed written description of the project area (e.g., plan sheets; maps; descriptive information detailing the extent/depth of grading, excavation, or other ground disturbance; environmental studies; geotechnical bore logs; photographs; etc.).
- For Section 106 regulated projects, an Area of Potential Effects (APE) is required. APEs are generally defined by the lead federal agency, not ATCRC unless approved beforehand. If approved, ATCRC will develop an APE Memorandum on behalf of the client that can then be submitted to the lead federal agency.
- If the project area and/or scope are changed, a contract amendment may be required.

Task 2. APE Memorandum (Local Agency Agreement and/or WSDOT lead projects).

ATCRC will develop an Area of Potential Effects (APE) Memorandum that defines the APE, including horizontal and vertical impacts, for the proposed project. ATCRC will also develop the accompanying map set.

Assumptions:

- The project may meet the Washington State Department of Transportation (WSDOT) and Federal Highways Administration (FHWA) Programmatic Agreement exemption criteria (Appendix B), not requiring further cultural resource review and State Historic Preservation (SHPO) consultation for cultural resource compliance. These exemption criteria will be detailed in the APE Memorandum, suitable for submission to WSDOT by the local agency to request concurrence on the exemption.
- If not already defined by the federal lead agency, the APE will comprise the project footprint and all proposed staging/laydown areas.
- The adjacent/bordering tax parcel will also be included in the APE for projects that intend to expand the existing right-of-way (ROW).

- One draft copy of the APE Memorandum will be submitted to the client for review and approval before dissemination to the lead federal agency.
- The federal lead agency (or delegated authority) is responsible for disseminating the formal Section 106 APE to the consulting parties.
- If the project's horizontal/vertical limits are changed during the project duration, a contract amendment and updated APE memorandum will be required.

Task 3. Field Investigation

ATCRC will conduct a field investigation using the standards documented in the DAHP's Washington State Standards for Cultural Resources Reporting (updated 4/19/2023). At a minimum, field investigation generally includes pedestrian surveys and subsurface testing to inspect for evidence of cultural resources. If a cultural resource (e.g., a resource aged at least 50 years) is identified in the project area, it must be fully documented on a Washington State Archaeological Site Form, or a Historic Property Inventory (HPI) Form as required by the DAHP. Inventory generally includes preparing a written description of the resource and its setting, taking photographs, making sketch maps, and taking GPS coordinates. Any identified cultural resource will be returned to where it was identified unless negotiated under another agreement.

Assumptions:

- The client will provide contact information or documented permission from property owners to access the survey area.
- The client will have all utilities on-site identified before initiating any fieldwork activity.
- Before field investigations, a technical notification of the schedule and a request for information related to the project area will be sent to the tribes affiliated with the location of the project area. This technical notification does not replace any formal consultation required by the project.
- A full pedestrian survey of the project area will be completed. The pedestrian survey generally consists of walking transects in accessible areas of the project area to inspect for evidence of cultural resources.
- Up to 12 shovel probes will be excavated to a maximum depth of 1 meter at 25m intervals within the project's direct impact areas. Shovel probes may be augmented by using a hand augur if warranted. All probes will be backfilled following the recording. Excavation will terminate upon the presence of glacial deposits or standing water.
- Alternatively, if geotechnical bores are completed, ATCRC will monitor instead of completing shovel probes.
- This SOW assumes no cultural resources will be encountered in the project area. If cultural resources are identified, a separate cost estimate or amendment will be prepared for the client.
- If the project's horizontal/vertical limits are changed at any time, a contract amendment may be warranted.
- ATCRC is not liable for any damage to utilities, irrigation, or landscaping that could result from the survey activities.
- If the project area lies within an active homeless camp and/or contains biohazard waste, the client will have law enforcement vacate the property before the field survey activities and/or provide services of a third-party biowaste management company as applicable, or the survey will be rescheduled until the project area is confirmed safe for ATCRC staff to access.

Task 4. Draft/Final Cultural Resource Assessment Report

ATCRC will prepare a cultural resource assessment report that adheres to the standards documented in the DAHP's Washington State Standards for Cultural Resources Reporting (updated 4/19/2023). The report will include relevant project information and maps and provide a discussion on the environmental and cultural contexts, land-use patterns, and previously conducted cultural resources studies and findings within and within a one-mile radius of the project area. The one-mile radius may be altered depending on the scope of the project at the discretion of ATCRC. The report will also include methods used to survey the project area and findings and determine the likelihood that the project will impact potential cultural resources. If necessary, based on the

regulatory needs of the project, the report will also include a National Register evaluation of any identified cultural resources. ATCRC will submit the report to the client for review and allow for one round of comments. The final report will be suitable for submission to DAHP, the lead agency, and affected tribes.

Assumptions:

- This task assumes one client review round of comments will be incorporated into the final report. If additional review rounds are warranted due to various agency inputs, a contract amendment will address the labor hours associated with multiple revisions and the internal quality assurance/quality control (QA/QC) process.
- The final report deliverable will be provided in electronic PDF format. If hard copies are requested, the direct expense and labor associated with report binding and printing production will be covered under the contract amendment.

Task 5. Project Management

ATCRC will coordinate with the client to receive project materials, prepare invoicing, and transmit correspondence. ATCRC will maintain project files to include necessary supporting materials as required. The Project Manager (PM) will monitor task performance, schedule, budget, and approve project expenses. The PM will ensure systems are in place for quality assurance and quality control on deliverables and correspondence.

Assumptions:

- The PM will be available for regular phone calls and emails with the client to facilitate the completion of the assignment, as necessary.
- ATCRC will provide the client with an invoice using the Harvest timekeeping software. If the client requests invoicing uploads to a specialized database system or special invoicing formats for payment submittals, the increase in project management labor hours will be addressed under contract amendment.

DELIVERABLES

Deliverables will be in electronic PDF format and submitted to the client via email for review and comment. ATCRC will incorporate one round of comments from the client and revise the report and associated forms, if necessary, before final submission to the client. ATCRC will email the final deliverables to the client in electronic PDF format. ATCRC will email a final report deliverable PDF to the client and upload the final report as a draft in the DAHP Wisaard database. If requested/approved, ATCRC will submit the final report and associated forms to the DAHP WISAARD database.

SCHEDULE

ATCRC will initiate scheduling internal project work when notice-to-proceed (NTP) confirmation and a signed contract agreement are received via email from the client. The fieldwork schedule will be determined based on the calendar availability of ATCRC staff in consideration of the previously existing client workload. The final deliverables will be submitted to the client within seven (7) business days after receipt of comments on the draft. The project schedule may be modified to meet the client's permitting needs upon advance written agreement.

COST ESTIMATE

See Attached.

To: Frank Reinart, PE, Senior Civil Engineer
City of Lake Stevens

From: Chelsea Morrison, PE
Kimley-Horn and Associates, Inc.

Date: March 5, 2024

Subject: Final Design Services for the 20th Street NE and Main Street Intersection Project

Thank you for the opportunity to provide this proposal for the final design of the 20th Street NE and Main Street Intersection Project (Main Street Roundabout). Detailed in this document is a scope of work, fee estimate, and proposed schedule developed by Kimley-Horn to complete the preliminary design for the project.

Project Understanding

Kimley-Horn (Consultant) understands that the City of Lake Stevens (City) desires final design and permitting services for a roundabout at the intersection of Main Street and 20th Street NE.

Based on initial discussions with the City, the roundabout is desired to fit within existing Right-of-Way, aligning with the City's early-acquisition in the northwest quadrant. Impacts to adjacent properties, City bridge, and stormwater channel shall be minimized to the greatest extent practicable.

The Consultant Team's effort will include survey, geotechnical evaluation, jurisdictional/agency coordination, environmental permitting including NEPA and SEPA, 30%, 60%, 90%, and 100% PS&E Packages, agency permitting, WSDOT coordination, and additional services as outlined in the Scope of Work.

Scope of Work

PHASE 2

Task 5: Phase 2 Project Management and Coordination

Kimley-Horn will provide project management activities to maintain the project schedule and budget. The project manager will plan and monitor the completion of scope items by the design team including holding regular coordination meetings with internal staff and subconsultant team members. The project manager will monitor budget expenditures and review/process monthly invoices with sufficient detail to document progress and budget status. Kimley-Horn will develop a quality control management plan and provide quality assurance check that it is being followed for all deliverables.

Kimley-Horn will conduct up to twenty-four (24) bi-weekly project management coordination meetings with between the Consultant Project Manager and City Project Manager. Kimley-Horn will provide a proposed agenda in advance of each meeting and distribute summary notes following each meeting.

Kimley-Horn will conduct comment-resolution meetings at the start of 60%, 90%, and 100% design phases. These meetings will review comments received on the previous deliverable package and discuss resolution strategies for the upcoming work. Comments and resolution will be tracked as the design progresses, with final resolution status being documented with the following deliverable.

Up to two (2) plans-in-hand field reviews will be conducted by Kimley-Horn to confirm existing site conditions and feasibility of design. Up to three (3) staff to attend each meeting. A summary of each site visit will be provided, documenting observations and site photos taken.

Assumptions:

- Phase 2 effort will begin in October 2024 and be completed by the end of September 2025.
- Bi-Weekly Project Management Coordination Meetings assumed at 30 minutes each.
- Bi-Weekly Project Management Coordination Meetings assume attendance of Consultant Project Manager at up to twenty-four (24) meetings plus up to one (1) additional staff member at up to eight (8) meetings. Up to four (4) in-person meetings at Kimley-Horn's Everett office assumed, with the remainder virtual.
- Project schedule will be developed in Phase 1 of project.
- Monthly updates provided to schedule will be provided as requested by City. Up to ten (10) revisions assumed.
- Project progress reports prepared monthly, up to twelve (12) total.
- Comment-Resolution Meetings are assumed to be one (1) hour in length. Up to four (4) Kimley-Horn staff to attend each.
- Comment-Resolution meetings will be hosted virtually.

Deliverables:

- Progress Reports – Electronic (PDF)
- Project Management Meeting Notes and Agendas – Electronic (PDF)
- Comment-Resolution Meeting Notes and Agendas – Electronic (PDF)
- Plans-in-Hand Field Review Visit Summary – Electronic (PDF)
- Project Schedule – Electronic (PDF)

Task 6: 60% Plans, Specifications, and Estimate

Kimley-Horn will progress the design to an approximate 60% level of design required to develop construction plans, specifications, and construction cost estimate. Design will be based on survey, geotechnical recommendations, earthwork analysis, utility requirements, and agency feedback obtained and developed in previous project tasks.

Task 6.1: Agency and Developer Coordination

Kimley-Horn will provide support for agency coordination. This will include permitting support as identified in the Project Permitting Matrix developed under Task 2, plus updates to the Project Permitting Matrix as needed.

Kimley-Horn will also complete project coordination with North Cove Development, Community Transit, WSDOT Local Programs, Lake Stevens School District, and Snohomish Regional Fire and Rescue departments. Project coordination may include phone calls, virtual meetings, preparation of additional support exhibits, and/or emails.

Assumptions:

- Up to ten (10) hours of coordination with each North Cove Development and WSDOT Local Programs,
- Up to five (5) hours of coordination with each Community Transit and Snohomish Regional Fire and Rescue
- Up to twenty (20) hours of effort anticipated to meet needs identified in Project Permitting Matrix

Deliverables:

- Updates to Project Permitting Matrix
- Permit milestone updates as identified in project permitting matrix

Task 6.2: Stormwater

The draft stormwater report prepared in Phase 1 will be refined and developed to a 60% level. This will include selection and sizing of BMPs. Conveyance pipe sizing will be performed using the Manning's Equation on the downstream most pipe in each branch of a conveyance system and profiles will be created incorporating the survey information. Detailed descriptions of the stormwater system will be added to the report and possible temporary erosion and sediment control BMPs will be identified for each SWPPP element.

Assumptions:

- All 8 minimum requirements will be triggered and apply to this project.
- The project contains a maximum of two (2) Threshold Discharge Areas (TDAs).
- Runoff from new impervious areas will be conveyed to a regional storm facility northwest of the intersection, to be designed and constructed by others.

Deliverables:

- 60% Draft Drainage Report

Task 6.3: Utilities

Kimley-Horn will coordinate with SnoPUD Electrical, SnoPUD Water, Lake Stevens Sewer District, and private utilities, as needed, on utility relocations needed by project work. Project coordination may include phone calls, virtual meetings, preparation of additional support exhibits, and/or emails.

Assumptions:

- Up to twenty (20) hours of coordination anticipated
- Utility relocation designs would be completed by utilities. No design work is included in Consultant scope. Consultant team will provide utilities with latest design files for coordination with recommended relocation options.
- Assume no design of water mains triggered by project work. Adjustments to valves and hydrants are anticipated.

Deliverables:

- Summary of coordination effort – Electronic (PDF)

Task 6.4 Plans, Specifications, and Estimate

The following plan sheets are anticipated to be developed for the 60% Construction Plan Set.

Plan Sheet Description	Estimated Number of Sheets
Cover Sheet	1
Survey Control & General Notes	2
Typical Sections	2
Alignment Control	1
Right-of-Way Plans	1
Demolition & Site Preparation	4
Temporary Erosion and Sediment Control	4
Roadway Plan & Profile	4
Drainage & Utility Plans	4
Civil Details	4
Structural Plans and details	3
Channelization & Signing Plans	4
Total Sheets:	34

Specifications are assumed to follow WSDOT Standard Specifications. 60% Specifications will consist of a table of contents that identifies anticipated Special Provisions warranted by project work.

A quantity take-off will be prepared to develop a construction cost estimate. Project costs will be estimated based on available City Bid History, WSDOT Bid Analysis, and escalated to an anticipated construction year of 2025.

Assumptions:

- TESC will assume wet weather construction
- City will provide front-end bid documents.
- Consultant will provide technical specifications based WSDOT Standard Specifications, current edition; bid tabs; and technical appendices as appropriate.
- One retaining wall will be designed, up to 6-ft in height. Geotechnical information to be provided under Task 600.
- Evaluation of proposed change in condition for the existing bridge to determine if a structural capacity investigation is warranted. No structural capacity investigation is included within scope.
- No illumination design is included within scope. Consultant will coordinate with SnoPUD electrical as specified under Subtask 6.3.

Deliverables:

- 60% Construction Cost Estimate – Electronic (PDF and Excel)
- 60% Construction Plans – Electronic (PDF)
- 60% Draft Specifications – Electronic (PDF and Word)
- 60% Design Report – Electronic (PDF and Word)
- Response to 30% Comments – Electronic (PDF and Excel)

Task 7: 90% Plans, Specifications, and Estimate

Kimley-Horn will progress the design to an approximate 60% level of design required to develop construction plans, specifications, and construction cost estimate. Design will be based on survey, geotechnical recommendations, earthwork analysis, utility requirements, and agency feedback obtained and developed in previous project tasks.

Task 7.1: Agency Coordination

Kimley-Horn will provide support for agency coordination. This will include permitting support as identified in the Project Permitting Matrix developed under Task 2, plus updates to the Project Permitting Matrix as needed.

Kimley-Horn will also complete project coordination with North Cove Development, Community Transit, WSDOT Local Programs, Lake Stevens School District, and Snohomish Regional Fire and Rescue departments. Project coordination may include phone calls, virtual meetings, preparation of additional support exhibits, and/or emails.

Assumptions:

- Up to ten (10) hours of coordination with each North Cove Development and WSDOT Local Programs,
- Up to five (5) hours of coordination with each Community Transit and Snohomish Regional Fire and Rescue

Deliverables:

- Updates to Project Permitting Matrix
- Permit milestone updates as identified in project permitting matrix

Task 7.2: Stormwater

The 60% stormwater report prepared under Task 6.2 will be refined and developed to a 90% level. This will include detailed sizing of BMPs, a backwater analysis of conveyance systems, and gutter spread analysis. All

required appendices, including the operations and maintenance manual and the SWPPP will be included with the 90% stormwater report.

Assumptions:

- All 8 minimum requirements will be triggered and apply to this project.
- The project contains a maximum of two (2) Threshold Discharge Areas (TDAs).

Deliverables:

- 90% Draft Drainage Report

Task 7.3: Utilities

Kimley-Horn will coordinate with SnoPUD Electrical, SnoPUD Water, Lake Stevens Sewer District, and private utilities, as needed, on utility relocations needed by project work. Project coordination may include phone calls, virtual meetings, preparation of additional support exhibits, and/or emails.

Assumptions:

- Up to twenty (20) hours of coordination anticipated
- Utility relocation designs would be completed by utilities. No design work is included in Consultant scope. Consultant team will provide utilities with latest design files for coordination with recommended relocation options.
- Assume no design of water mains triggered by project work. Adjustments to valves and hydrants are anticipated.

Deliverables:

- Summary of coordination effort – Electronic (PDF)

Task 7.4 Plans, Specifications, and Estimate

The following plan sheets are anticipated to be developed for the 90% Construction Plan Set.

Plan Sheet Description	Estimated Number of Sheets
Cover Sheet	1
Survey Control & General Notes	2
Typical Sections	2
Alignment Control	1
Right-of-Way Plans	1
Demolition & Site Preparation	4
Temporary Erosion and Sediment Control	4
Roadway Plan & Profile	4
Curb Ramp Grading Details	4
Driveway Grading Details	2
Drainage & Utility Plans	6
Civil Details	4
Structural Plans and Details	3
Channelization & Signing Plans	4
Total Sheets:	42

Specifications are assumed to follow WSDOT Standard Specifications.

A quantity take-off will be prepared to develop a construction cost estimate. Project costs will be estimated based on available City Bid History, WSDOT Bid Analysis, and escalated to an anticipated construction year of 2025.

Assumptions:

- TESC will assume wet weather construction
- City will provide front-end bid documents.
- Consultant will provide technical specifications based WSDOT Standard Specifications, current edition; bid tabs; and technical appendices as appropriate.
- One retaining wall will be designed, up to 6-ft in height. Geotechnical information to be provided under Task 600.
- No illumination design is included within scope. Consultant will coordinate with SnoPUD electrical as specified under Subtask 7.3.

Deliverables:

- 90% Construction Cost Estimate – Electronic (PDF and Excel)
- 90% Construction Plans – Electronic (PDF)
- 90% Draft Specifications – Electronic (PDF and Word)
- 90% Design Report – Electronic (PDF and Word)
- Response to 60% Comments – Electronic (PDF and Excel)

Task 8: 100% Plans, Specifications, and Estimate

Kimley-Horn will progress the design to an approximate 100% level of design.

Task 8.1: Agency Coordination

Kimley-Horn will provide support for agency coordination. This will include permitting support as identified in the Project Permitting Matrix developed under Task 2, plus updates to the Project Permitting Matrix as needed.

Kimley-Horn will also complete project coordination with North Cove Development, Community Transit, WSDOT Local Programs, Lake Stevens School District, and Snohomish Regional Fire and Rescue departments. Project coordination may include phone calls, virtual meetings, preparation of additional support exhibits, and/or emails.

Assumptions:

- Up to ten (10) hours of coordination with each North Cove Development and WSDOT Local Programs,
- Up to five (5) hours of coordination with each Community Transit and Snohomish Regional Fire and Rescue

Deliverables:

- Updates to Project Permitting Matrix
- Permit milestone updates as identified in project permitting matrix

Task 8.2: Stormwater

The 90% stormwater report prepared under Task 7.2 will be revised based on 90% agency review comments.

Assumptions:

- All 8 minimum requirements will be triggered and apply to this project.
- The project contains a maximum of two (2) Threshold Discharge Areas (TDAs).

Deliverables:

- 100% Draft Drainage Report

Task 8.3: Utilities

Kimley-Horn will coordinate with SnoPUD Electrical, SnoPUD Water, Lake Stevens Sewer District, and private utilities, as needed, on utility relocations needed by project work. Project coordination may include phone calls, virtual meetings, preparation of additional support exhibits, and/or emails.

Assumptions:

- Up to twenty (20) hours of coordination anticipated
- Utility relocation designs would be completed by utilities. No design work is included in Consultant scope. Consultant team will provide utilities with latest design files for coordination with recommended relocation options.
- Assume no design of water mains triggered by project work. Adjustments to valves and hydrants are anticipated.

Deliverables:

- Summary of coordination effort – Electronic (PDF)

Task 8.4 Plans, Specifications, and Estimate

It is assumed that no new plan sheets will be cut between 90% and 100% deliverables. Plan sheets will be finalized based on City and partner agency review and feedback and prepared for advertisement.

Assumptions:

- No new plan sheets will be developed.

Deliverables:

- 100% Construction Cost Estimate
- 100% Construction Planset
- 100% Specifications
- Response to 90% Comments

Task 9: Public Outreach

Kimley-Horn will provide graphics to support City-led public involvement and outreach. These graphics will be defined by the City before work begins by Consultant team. Kimley-Horn will also provide support to City staff for one open house.

Assumptions:

- Up to forty (40) hours of graphic support included for outreach graphics
- Up to two (2) Kimley-Horn staff to attend one three (3)-hour in-person open house.

Task 10: Bid Support

Kimley-Horn will respond to contractor questions received during the bid period, provide updates to project plans or specifications due to reasonable requests resulting from contractor questions, provide City with up to two (2) issuances of addenda, and participate in interdisciplinary coordination discussions related to impacted items. Kimley-Horn will also support City-hosted meetings during the Bid period including one (1) Pre-Construction Conference.

Assumptions:

- Services during construction are not currently included in scope.
- Responses for up to twenty (20) contractor questions will be prepared.
- Pre-Construction Conference to be on-hour in length, hosted in-person.

Deliverables:

- Up to two (2) addenda
- Response to up to twenty (20) contractor questions
- Up to five (5) plan sheet revisions and up to five (5) modifications to project specifications resulting from bidder questions.

PHASE 2 SUBCONSULTANTS:

Task 300: Surveying and Mapping

attachments to this Exhibit

Surveying and mapping will be provided by SAM. See ~~attached Exhibit A and B.~~

Task 400: Geotechnical Support

Geotechnical support will be provided by Shannon & Wilson (S&W). See subconsultant scope below.

Task 400 Geotechnical support will include site reconnaissance, subsurface explorations, laboratory testing, and analyses to support conceptual design recommendations for a proposed retained cut wall along the northwest roundabout quadrant, and new paved areas subgrade evaluation and pavement section design recommendations.

Task 400.1 – Subsurface Explorations and Laboratory Testing

We propose to drill up to six (6) borings to observe and evaluate subsurface soil and groundwater conditions throughout the proposed new paved areas and retained cut wall location. We will evaluate subsurface soil density or consistency using standard penetration test (SPT) methods. We will collect soil samples for geotechnical laboratory testing and document observed groundwater.

As an alternative, if the proposed new pavement subgrade elevation is within about two or three feet of the existing ground surface, we propose to reduce the number of borings and instead complete dynamic cone penetrometer testing to estimate the soil properties necessary for pavement design. This alternative would reduce the drilling, laboratory testing and total fee for geotechnical design support and will be decided once site grading plans are available.

Task 400.1 Assumptions:

- Drilling access (right-of-entry) for the adjacent property abutting project ROW in the northwest quadrant of the proposed roundabout (near proposed retained cut wall) will be obtained and provided by others
- Hazardous materials are not present at the site and investigation derived waste (soil and fluids generated during drilling) will be free of contaminants.
- Field screening using photoionization detector (PID) and olfactory methods will be completed during the drilling process.
- Right-of-way permit is not required and explorations will require only a traffic control plan.
- Groundwater depth monitoring is not required.
- Explorations that penetrate paved surfaces will be restored using quick-set concrete surfacing.

Task 400.2 – Geotechnical Design Analyses

We propose to complete conceptual geotechnical design analyses to support recommendations for feasible retaining wall types and pavement section design as follows:

- Retaining wall design analyses:
 - o Bearing capacity
 - o Lateral earth pressure
 - o Evaluate site conditions to identify whether one or more WSDOT Standard Plan retaining wall types would be feasible at this site
- Pavement section design
 - o Evaluate subgrade resilient modulus (R-value) or California Bearing Ratio (CBR)
 - o If R-value or CBR are less than the minimum values specified in the City of Lake Stevens Engineering Design and Development Standards such that the standard pavement sections

specified within that document are not applicable, we will provide conceptual pavement section recommendations.

Task 400.3 – Geotechnical Report

We will prepare one draft and one final geotechnical report that describes current site conditions, observed subsurface soil and groundwater conditions, geotechnical analyses and results, and presents final geotechnical design recommendations. Exploration logs, laboratory test results, supporting figures, and design exhibits will be included in the report. The report will include geotechnical construction considerations, site and subgrade preparation recommendations, and wet weather considerations.

Task 400.4 – Design Drawings and Specifications Review

We will review geotechnical elements of the design drawings and specifications to confirm that geotechnical recommendations and considerations have been appropriately reflected, and provide comments where revisions are necessary.

Task 400 Deliverables:

Draft and final Geotechnical Report – Electronic (PDF)

Task 500: Right of Way Support

Contract Land Staff (CLS) will provide Real Property Acquisition and Negotiation services where unavoidable permanent or temporary ROW impacts/needs are identified.

- Title Reports and Title Reviews
- Prepare Real Estate Documents
- Right of Entry, if required
- Right of Way Funding Estimate
- Appraisal and Appraisal review coordination
- Administrative Offer Summaries (AOS), if applicable
- Perform landowner contact
- Real Property Acquisition / Negotiations

Assumptions:

- Acquisition legal descriptions and exhibits will be provided
- CLS will obtain subdivision guarantees for up to 11 parcels.
- Assumes acquisition and negotiation from up to 3 property owners.

Deliverables:

- Real Estate Documents
- Title Reports
- Right of Way Funding Estimate
- Right of Way Certification with WSDOT

Task 600: Environmental SEPA Support

- This project may be a candidate for Planned Action under the Downtown Subarea Plan Environmental Impact Statement (EIS). That determination will be made by the Lake Stevens Planning Department during execution of this task.
- S&W will prepare the City's SEPA checklist for the proposed project. S&W anticipates that this project may require supporting documents for geologically hazardous areas/geotechnical issues (prepared by S&W under Task 400), stormwater (prepared by Kimley-Horn), traffic (prepared by Kimley-Horn), noise (prepared by Kimley-Horn), cultural/historical resources (prepared by Aqua Terra Cultural Resources

Consultants under Task 200), species listed under the Endangered Species Act (prepared by S&W), and fish and wildlife habitat conservation areas (prepared by S&W).

Task 600 Deliverables:

- Draft and Final SEPA Checklist

Task 600 Assumptions:

- Draft documents will be provided in Word for easy review and editing using track changes and comment function; final deliverables will be provided in a print-ready PDF.
- S&W assumes that the City will be the SEPA lead. It is assumed an EIS is not required to support SEPA, and the City will issue a Determination of Non-significance, Mitigated Determination of Non-Significance, or an Approved Planned Action.
- Only the special studies identified in Tasks 100, 200 and 400 will be required to complete the SEPA Checklist.

Overall Project Assumptions:

*Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost provided in project cost estimates. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

Proposed Fee

See attached fee/hour estimate.

Closing

Thank you, again, for the opportunity to prepare this proposal. Should you have any questions related to the content of this document, please reach out to our Project Manager at chelsea.morrison@kimley-horn.com.

~~EXHIBIT A~~ ATTACHMENT

SAM – Lake Stevens Main Street RAB – Survey Scope and Fee

Scope of Work – Additional Services

The Project area generally includes Street Surface and Utility System following location:

- 20th Street NE from the intersection with 123rd Avenue NE to 125th Avenue NE.
- Main Street and Hartford Drive from the intersection with N Lakeshore Drive to 750 feet north of the intersection with 21st Street NE.
- Grade Avenue from the intersection with Hartford Drive, north for 200 feet.

****Mapping Limits show graphically in ~~Exhibit B~~****

Attachment

Task 100– Survey & Base Mapping..... Time and Expense Fee: \$27,003

Surveying And Mapping (SAM) will prepare base mapping for the area specified in the Project Description above. AutoCAD drawings will be prepared at a scale of 1"=20'. Services will include the following:

- Control survey in NAD 83/91 Horizontal Datum, with all elevations derived from and checked to NAVD 88 Vertical Datum.
- Delineate parcel lines within above-described area as available from recorded plats and public records further compared to Snohomish County Parcel GIS lines.
- Research of existing easements and restrictions that may be shown or located on existing public records and show graphic depiction in AutoCAD file.
- Set additional elevation benchmarks at each end of project area and every 500-700' along the route.
- Coordinate and hire as a subcontractor Applied Professional Services (APS) to provide utility locate services for underground utilities including: water, power, gas, cable, fiber optics and telecommunications. The cost of which (\$4,000) is included herein.
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Show and dimension located topographic features and contours at 2' intervals.
- Locate top of valve nut elevations on all existing water valves within the project limits.
- Show known utilities as provided by the City of Lake Stevens, research of available utility as-built records and as located by utility locators.

Deliverables: AutoCad 2019 drawing file with point database and dtm files

Underlying Assumptions: The City will provide all necessary right of entry into private property and notice to landowners along the route of mapping activity. The City will provide a copy of the notice to be presented to landowners by SAM Survey Crews.

~~EXHIBIT B~~ ATTACHMENT

SAM – Lake Stevens Main Street RAB – Mapping Area



EXHIBIT B-1
Fee Proposal - Summary of Total Costs
Lake Stevens Main Street Roundabout
3/6/2024

TEAM MEMBER FIRM		KHA		S+W		CLS		SAM		AQUATERRA		TOTAL LABOR	TOTAL EXPENSES	TOTAL
		LABOR	EXPENSES	LABOR	EXPENSES	LABOR	EXPENSES	LABOR	EXPENSES	LABOR	EXPENSES			
PHASE 1:														
Task 1	Project Management													
KH	Project Adminstration	\$ 3,052	\$ -	\$ -	\$ -							\$ 3,052	\$ -	\$ 3,052
All	Monthly Progress Reports	\$ 4,015	\$ -	\$ -	\$ -							\$ 4,015	\$ -	\$ 4,015
KH	Project Schedule	\$ 1,788	\$ -	\$ -	\$ -							\$ 1,788	\$ -	\$ 1,788
KH	QMP	\$ 1,261	\$ -	\$ -	\$ -							\$ 1,261	\$ -	\$ 1,261
KH, S+W	Kick off Meeting	\$ 2,541	\$ -	\$ 415	\$ -							\$ 2,956	\$ -	\$ 2,956
KH, S+W	PM Meeting	\$ 4,423	\$ -	\$ 277	\$ -							\$ 4,699	\$ -	\$ 4,699
Subtotal		\$ 17,080	\$ -	\$ 692	\$ -							\$ 17,772	\$ -	\$ 17,772
Task 2	Agency Coordination													
KH	On-Site Meeting	\$ 2,936	\$ 27									\$ 2,936	\$ 27	\$ 2,962
KH	Coordination Emails	\$ 1,532	\$ -									\$ 1,532	\$ -	\$ 1,532
KH	Pre-Application Meeting	\$ 2,716	\$ 13									\$ 2,716	\$ 13	\$ 2,729
KH	Permitting Matrix	\$ 6,104	\$ -									\$ 6,104	\$ -	\$ 6,104
KH	Begin WSDOT LP Coordination (Prospectus and LAA)	\$ 2,043	\$ -									\$ 2,043	\$ -	\$ 2,043
KH	STIP Upddate (PSRC)	\$ 3,831	\$ -									\$ 3,831	\$ -	\$ 3,831
Subtotal		\$ 19,162	\$ 40									\$ 19,162	\$ 40	\$ 19,202
Task 3	Traffic Analysis													
KH	Data collection and development of volumes	\$ 2,354	\$ -									\$ 2,354	\$ -	\$ 2,354
KH	Analysis of intersection operations and alternatives	\$ 4,129	\$ -									\$ 4,129	\$ -	\$ 4,129
KH	Reporting of intersection analysis and preferred design	\$ 3,201	\$ -									\$ 3,201	\$ -	\$ 3,201
Subtotal		\$ 9,683	\$ -									\$ 9,683	\$ -	\$ 9,683
Task 4	30% Plans and Estimate													
KH, S+W	Design Team coordination	\$ 5,664	\$ -	\$ 1,452	\$ -							\$ 7,117	\$ -	\$ 7,117
KH	Design Parameters	\$ 3,805	\$ -									\$ 3,805	\$ -	\$ 3,805
KH	Design Checks and documentation	\$ 7,475	\$ -									\$ 7,475	\$ -	\$ 7,475
KH	30% Design	\$ 11,316	\$ -									\$ 11,316	\$ -	\$ 11,316
KH	Drainage Report/Storm Design	\$ 12,841	\$ -									\$ 12,841	\$ -	\$ 12,841
KH	30% Plan production	\$ 12,266	\$ -									\$ 12,266	\$ -	\$ 12,266
KH	30% Estimate	\$ 7,161	\$ -									\$ 7,161	\$ -	\$ 7,161
KH	Quality Control	\$ 4,571	\$ -									\$ 4,571	\$ -	\$ 4,571
Subtotal		\$ 65,100	\$ -	\$ 1,452	\$ -							\$ 66,552	\$ -	\$ 66,552
Task 100	Environmental Permitting													
S+W	100.1 Site Visit/Letter													
S+W	Site Visit			\$ 1,746	\$ 47							\$ 1,746	\$ 47	\$ 1,793
S+W	Draft			\$ 4,380	\$ -							\$ 4,380	\$ -	\$ 4,380
S+W	Final			\$ 2,398	\$ -							\$ 2,398	\$ -	\$ 2,398
S+W	100.2 NEPA Checklist													
S+W	NEPA Kick-off With City and WSDOT			\$ 2,096	\$ -							\$ 2,096	\$ -	\$ 2,096
S+W	Coordination with K-H, City and other Subs			\$ 4,148	\$ -							\$ 4,148	\$ -	\$ 4,148
S+W	NEPA Form													
S+W	Draft			\$ 12,066	\$ 347							\$ 12,066	\$ 347	\$ 12,412

Fee Proposal - Summary of Total Costs
Lake Stevens Main Street Roundabout
3/6/2024

TEAM MEMBER FIRM		KHA		S+W		CLS		SAM		AQUATERRA		TOTAL LABOR	TOTAL EXPENSES	TOTAL
		LABOR	EXPENSES	LABOR	EXPENSES	LABOR	EXPENSES	LABOR	EXPENSES	LABOR	EXPENSES			
S+W	Final			\$ 4,763	\$ -							\$ 4,763	\$ -	\$ 4,763
S+W	EJ Technical Report													
S+W	Draft			\$ 7,065	\$ -							\$ 7,065	\$ -	\$ 7,065
S+W	Final			\$ 3,663	\$ -							\$ 3,663	\$ -	\$ 3,663
S+W	Biological Assessment													
S+W	Coordination re: Stormwater Design Checklist			\$ 1,244	\$ -							\$ 1,244	\$ -	\$ 1,244
S+W	Draft			\$ 11,916	\$ -							\$ 11,916	\$ -	\$ 11,916
S+W	Final			\$ 6,671	\$ -							\$ 6,671	\$ -	\$ 6,671
S+W	Coordination with WSDOT and Document/Form Updates			\$ 11,093	\$ -							\$ 11,093	\$ -	\$ 11,093
Subtotal				\$ 73,248	\$ 394							\$ 73,248	\$ 394	\$ 73,642
Task 200	Cultural Resources													
AquaTerra	Cultural Resources									\$ 12,802	\$ 268	\$ 12,802	\$ 268	\$ 13,070
Subtotal										\$ 12,802	\$ 268	\$ 12,802	\$ 268	\$ 13,070
SUBTOTAL PHASE 1		\$ 111,024	\$ 40	\$ 75,392	\$ 394	\$ -	\$ -	\$ -	\$ -	\$ 12,802	\$ 268	\$ 199,218.72	\$ 702.00	\$ 199,920.72

EXHIBIT B-2
Fee Proposal - Summary of Total Costs
Lake Stevens Main Street Roundabout
3/6/2024

TEAM MEMBER FIRM		KHA		S+W		CLS		SAM		AQUATERRA		TOTAL LABOR	TOTAL EXPENSES	TOTAL
		LABOR	EXPENSES	LABOR	EXPENSES	LABOR	EXPENSES	LABOR	EXPENSES	LABOR	EXPENSES			
PHASE 2:														
Task 5	Project Management													
KH	Administration	\$ 6,531	\$ -									\$ 6,531	\$ -	\$ 6,531
KH	PM Meetings	\$ 11,400	\$ -									\$ 11,400	\$ -	\$ 11,400
KH	Comment-Resolution Meetings	\$ 4,074	\$ -									\$ 4,074	\$ -	\$ 4,074
KH	Field Review	\$ 4,074	\$ 27									\$ 4,074	\$ 27	\$ 4,100
KH	Schedule	\$ 3,227	\$ -									\$ 3,227	\$ -	\$ 3,227
KH	Progress Reports	\$ 7,488	\$ -									\$ 7,488	\$ -	\$ 7,488
	Subtotal	\$ 36,792	\$ 27									\$ 36,792	\$ 27	\$ 36,818
Task 6	60% PSE													
KH	Agency Coordination	\$ 9,505	\$ -									\$ 9,505	\$ -	\$ 9,505
KH	Stormwater	\$ 9,815	\$ -									\$ 9,815	\$ -	\$ 9,815
KH	Utilities	\$ 5,108	\$ -									\$ 5,108	\$ -	\$ 5,108
KH	PS&E	\$ 65,733	\$ -									\$ 65,733	\$ -	\$ 65,733
	Subtotal	\$ 90,162	\$ -									\$ 90,162	\$ -	\$ 90,162
Task 7	90% PSE													
KH	Agency Coordination	\$ 9,505	\$ -									\$ 9,505	\$ -	\$ 9,505
KH	Stormwater	\$ 13,436	\$ -									\$ 13,436	\$ -	\$ 13,436
KH	Utilities	\$ 5,108	\$ -									\$ 5,108	\$ -	\$ 5,108
KH	PSE	\$ 48,346	\$ -									\$ 48,346	\$ -	\$ 48,346
	Subtotal	\$ 76,396	\$ -									\$ 76,396	\$ -	\$ 76,396
Task 8	100% PSE													
KH	Agency Coordination	\$ 9,505	\$ -									\$ 9,505	\$ -	\$ 9,505
KH	Stormwater	\$ 4,940	\$ -									\$ 4,940	\$ -	\$ 4,940
KH	Utilities	\$ 5,108	\$ -									\$ 5,108	\$ -	\$ 5,108
KH	PSE	\$ 20,627	\$ -									\$ 20,627	\$ -	\$ 20,627
	Subtotal	\$ 40,180	\$ -									\$ 40,180	\$ -	\$ 40,180
Task 9	Public Outreach													
KH	Graphics	\$ 7,371	\$ -									\$ 7,371	\$ -	\$ 7,371
KH	Meetings	\$ 2,554	\$ -									\$ 2,554	\$ -	\$ 2,554
	Subtotal	\$ 9,925	\$ -									\$ 9,925	\$ -	\$ 9,925
Task 10	Bid Support													
KH	Addenda	\$ 18,047	\$ -									\$ 18,047	\$ -	\$ 18,047
KH	Pre-Conference	\$ 511	\$ -									\$ 511	\$ -	\$ 511
	Subtotal	\$ 18,557	\$ -									\$ 18,557	\$ -	\$ 18,557
Task 300	Surveying and Mapping													
SAM	Topographic Survey							\$ 20,826	\$ 4,235			\$ 20,826	\$ 4,235	\$ 25,060
	Subtotal							\$ 20,826	\$ 4,235			\$ 20,826	\$ 4,235	\$ 25,060

Fee Proposal - Summary of Total Costs
Lake Stevens Main Street Roundabout
3/6/2024

TEAM MEMBER FIRM			KHA		S+W		CLS		SAM		AQUATERRA		TOTAL LABOR	TOTAL EXPENSES	TOTAL
			LABOR	EXPENSES	LABOR	EXPENSES	LABOR	EXPENSES	LABOR	EXPENSES	LABOR	EXPENSES			
Task 400	Geotechnical Analysis														
S+W	Subsurface explorations				\$ 9,823	\$ 9,503							\$ 9,823	\$ 9,503	\$ 19,325
S+W	Laboratory Testing				\$ 2,532	\$ 2,750							\$ 2,532	\$ 2,750	\$ 5,282
S+W	Geotechnical Analyses				\$ 16,716	\$ -							\$ 16,716	\$ -	\$ 16,716
S+W	Geotechnical Report				\$ 13,611	\$ -							\$ 13,611	\$ -	\$ 13,611
S+W	Design Drawings and Specifications Review				\$ 2,905	\$ -							\$ 2,905	\$ -	\$ 2,905
Subtotal					\$ 45,587	\$ 12,253							\$ 45,587	\$ 12,253	\$ 57,839
Task 500	ROW Support														
CLS	Order Title Reports						\$ 317	\$ 8,250					\$ 317	\$ 8,250	\$ 8,567
CLS	Review title reports for encumbrances. Develop preliminary title review						\$ 5,574	\$ -					\$ 5,574	\$ -	\$ 5,574
CLS	Right of Way Funding Estimate						\$ 6,198	\$ -					\$ 6,198	\$ -	\$ 6,198
CLS	Appraisal and Appraisal Review. Administrative Offer Summaries if applicable.						\$ 9,752	\$ -					\$ 9,752	\$ -	\$ 9,752
CLS	Acquisition and Negotiation Services						\$ 31,573	\$ 25,500					\$ 31,573	\$ 25,500	\$ 57,073
CLS	ROW Certification Coordination						\$ 5,008	\$ -					\$ 5,008	\$ -	\$ 5,008
Subtotal							\$ 58,422	\$ 33,750					\$ 58,422	\$ 33,750	\$ 92,172
Task 600	Environmental Permitting - SEPA														
S+W	Draft SEPA Checklist				\$ 9,642	\$ -							\$ 9,642	\$ -	\$ 9,642
S+W	Final SEPA Checklist				\$ 4,454	\$ -							\$ 4,454	\$ -	\$ 4,454
Subtotal					\$ 14,096	\$ -							\$ 14,096	\$ -	\$ 14,096
SUBTOTAL PHASE 2			\$ 272,012	\$ 27	\$ 59,682	\$ 12,253	\$ 58,422	\$ 33,750	\$ 20,826	\$ 4,235	\$ -	\$ -	\$ 410,941.93	\$ 50,263.80	\$ 461,205.73

EXHIBIT C

SUBCONSULTANT LIST

Kimley-Horn's subconsultants for the Final Design Services of the 20th Street NE and Main Street Intersection Project include:

PHASE 1 SUBCONSULTANTS:

Task 100: Environmental Permitting

Shannon & Wilson
400 N 34th Street, Suite 100
Seattle, WA 98103
Contact: Amy Summe
Email: Amy.Summe@shanwil.com
Phone: (206) 695-6685

Task 200: Cultural Resources Support

Aqua Terra Cultural Resources Consultants
1216 2nd Ave SW
Tumwater, WA 98512
Contact: Sarah J. Amell
Email: Sarah@AquaTerraCRC.com
Phone: (360) 754-2208

PHASE 2 SUBCONSULTANTS:

Task 300: Surveying and Mapping

SAM
Contact: Travis Bradley
15241 NE 90th St, Suite 100
Redmond, WA 98052
Email: Travis.Bradley@sam.biz
Phone: (425) 823-5700

Task 400: Geotechnical Support

Shannon & Wilson
400 N 34th Street, Suite 100
Seattle, WA 98103
Contact: Tyler Stephens
Email: tyler.stephens@shanwil.com
Phone: (206) 695-6915

Task 500: Right of Way Support

Contract Land Staff
2800 156th Ave SE, Suite 200
Bellevue, WA 98007
Contact: Jesse Ray
Email: Jesse.Ray@contractlandstaff.com
Phone: (425) 372-7636

Task 600: Environmental SEPA Support

Shannon & Wilson
400 N 34th Street, Suite 100
Seattle, WA 98103
Contact: Amy Summe
Email: Amy.Summe@shanwil.com
Phone: (206) 695-6685