

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.

December 17, 2024 - 6:00 PM

In Person: The Mill, Sawyers Room, 1808 Main Street, Lake Stevens
or Join Zoom Meeting: <https://lakestevenswa.zoom.us/j/88485060437060437>
or call in at (253) 215-8782 Meeting ID 884 8506 0437

1. **Call to Order**
2. **Pledge of Allegiance** Mayor
3. **Roll Call**
4. **Approval of Agenda** Council President
5. **Guest Business**
 - A. Introduce Gloriana Huhta, Permit Specialist Lead Russ Wright
 - B. 2025 Legislative Priorities Trevor Justin, City's Lobbyist
6. **Citizen Comments**
7. **Council Business** Council President
8. **Mayor's Business**
9. **City Department Report**
 - A. Capital Projects and TBP Update Kim Klinkers
10. **Consent Agenda**
 - A. 2024 Vouchers Barb Stevens
 - B. City Council Meeting Minutes of December 10, 2024 Kelly Chelin
 - C. Fee Resolution 2024-0013 Land Use & Miscellaneous and Building Permit Fees Russ Wright, Carol Manus, Christi Schmidt
 - D. Board and Commission Reappointments Kelly Chelin
 - E. Cancel December 24, 2024 Council Meeting Kelly Chelin
 - F. Construction Management Services for the Main Street Improvements Project Erik Mangold

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| G. | PSA Supplement #1 for the Main Street Roundabout Project | Kim Klinkers |
|----|--|--------------|

11. Action Items

- | | | |
|----|---|--------------------|
| A. | Municipal Services Design Contract | Russ Wright |
| B. | Costco Stormwater Cost-Sharing Agreement | Shannon
Farrant |
| C. | Snohomish Conservation District ILA amendment for 2025 - 2026 Scope of Work | Shannon
Farrant |

12. 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.

City of Lake Stevens -- 2025 State Legislative Agenda

Key-Priority Issues at a Glance – Impacting Lake Stevens Directly

Transportation Infrastructure

- **South Lake Stevens Road Multi-Use Trail, 16th Street NE/Centennial Trail, and U.S. 2 Trestle (Move Ahead Washington Project Construction and Implementation Dates):** Lake Stevens will continue to advocate that allocated funds for Phase 2 of the South Lake Stevens Road Multi-Use Path (\$3 million, ready for construction) and for the 16th Street Northeast Centennial Trail Connector (\$2.5 million) be released as early as possible. Money for both projects is currently slated for a “future” biennium (after the 27-29 biennium). The city will continue to coordinate with regional partners to keep pre-construction work on the U.S. 2 Trestle (\$210.54 million) a high-priority and advocate funding be slated as early as possible. Currently, \$80.54 million is scheduled for “future” biennium.
- **Bayview Trail Extension (multimodal trail) \$620,000 request:** Lake Stevens working closely with the city of Marysville, is seeking \$620,000 in funds for the next phase of the Bayview multimodal trail, which is a planned 9.28-mile, 12-foot-wide multi-use trail located in the cities of Marysville and Lake Stevens. This request funds Phase 1 of the trail in Lake Stevens, and would fund design, permitting, and easement acquisition so this portion of the trail is “shovel-ready” for construction (the total estimated cost for Phase 1 in Lake Stevens is \$2.65m). This trail connector project sets off with the shared vision of enhancing healthy outdoor activities and promotes connectivity among communities.

Capital Budget

- **Municipal Services Campus \$1 Million:** In 2024, the city of Lake Stevens purchased an office and retail complex as the future home of its Municipal Service Campus. The campus will include City Council Chambers, City Hall and other services across three buildings, next to the Police Station. The campus will provide space for community meetings and other civic services in the future, such as a municipal court and a passport office. The site will also act as a hub for the community and include interpretative trails, outside gathering areas and showcase “green” development techniques and sensitive site design integrating the central wetland. The buildings will be remodeled for city uses, provide additional parking, resilient infrastructure, with defined public areas around the campus. The Municipal Service Campus project goal is to develop functional, sustainable and affordable city offices in a central location to provide exceptional city services. We anticipate the project being completed in late-2025 or early-2026. To meet our goal, the city needs to modernize the three buildings and replace aged HVAC and lighting systems to ensure energy efficient buildings. This Municipal Service Campus is more than a city hall, it will be a centralized community hub for meetings and outdoor gatherings. We request \$1 million from the legislature to match city funds and provide an exceptional community-focused, municipal campus.
- **Cedarwood Recreation Project:** Lake Stevens is appreciative of the legislature’s \$1.123 million investment from the 2023 state capital budget for the Cedarwood Clubhouse. We request the legislature re-allocate the funds for this site to the next biennium. The construction of a large recreational facility on this site was not feasible, but the city plans will continue its public outreach and a needs analysis to solicit ideas to develop Cedarwood into a recreation destination for this underserved area of the community. This re-imagined project will provide a

safe place for area youth to recreate and increase access to public parks in this section of the city where there is currently a gap in service. Our vision would be to include a covered area, restrooms and a mix of recreational amenities. The city is exploring other funding options including local funds, other grant programs, impact fees, and in-kind donations to continue the project.

- **North Cove Marina \$3M (Future):** Lake Stevens is seeking funds for planning and constructing a marina adjacent to the North Cove boat launch on Lake Stevens as a future project. This safety driven project includes day use moorage for recreational boaters and secure slips for first responders, Lake Stevens Police Marine Patrol and Snohomish Regional Fire and Rescue. This project furthers efforts in the downtown's revitalization, which focuses on attracting retail businesses and recreation to the area.
- **Eagle Ridge Phase II \$2M (Future):** Lake Stevens is planning to construct a nature-based park in the northwestern section of the city. This park is the only community level park currently owned and operated by the city. The development of this park will remove a substantial gap in service for this rapidly growing area. Improvements include a playground, amphitheater, picnic shelters and looped walking trail. Previous phases included a community garden and senior center. The city is not currently seeking state funds but may need support in future phases depending on grants secured.

Public Safety/Law Enforcement

- **Unlawful possession of firearms:** Lake Stevens supports legislation that would make unlawful possession of a firearm in the first degree a violent offense. The city is working closely with local legislators who plan to prime sponsor this legislation.
- **Juvenile Crime:** Lake Stevens supports efforts to prevent and address juvenile crime, including expansion of juvenile services and behavioral health treatments.
- **Police Officer Recruitment and Retention:** Lake Stevens strongly supports and urges the legislature to allow local jurisdictions additional funding tools and resources to support officer recruitment and retention. The city supports updating the local option Public Safety Sales Tax to allow implementation by councilmanic or voter approved action, as well as additional flexibility for how these funds can be used to include increased officer wages and behavioral health co-response teams.

The City of Lake Stevens supports the Association of Washington Cities 2025 Legislative Priorities

Support/Oppose and Track/Monitor Issues

Budget and Fiscal Matters

- **Revising the 1% Property Tax Cap:** Lake Stevens supports efforts to revise the 1% property tax cap to tie to inflation, up to 3%, and population growth factors so that local elected officials can better serve their communities.
- **Protect Existing Revenues, including “State-Shared” Revenues:** Lake Stevens urges lawmakers to ‘do no harm’ and refrain from state-shared revenue reductions or other cuts to local governments that result in a *transferring* of negative impacts from the state level to the local level.
- **City Costs:** The city supports reasonable reforms to prohibit undue costs to cities, as various rates and other costs can be burdensome to cities.

Behavioral Health/Public Safety

- **Behavioral Health:** Lake Stevens supports broader access to additional behavioral health services for substance use disorder (SUD) treatment, including crisis treatment and ongoing behavioral and mental health treatment. The city also supports workforce development and funding for co-responder program expansion.
- **Funding for Basic Law Enforcement Academy Training Slots and for Formation of Regional Academies:** Lake Stevens will strongly support additional operating funds for BLEA classroom slots. The city also supports expanding existing and additional training capabilities through the formation of regional academies in areas such as Snohomish County.

Housing & Homelessness/Economic Development/Infrastructure

- **Transit Oriented Development (TOD):** Lake Stevens supports density and development around appropriate transit in the city. The City desires legislation that addresses affordable housing needs, while reflecting existing and future transportation modes and maintains consistency with local community needs and local decision making.
- **Affordable Housing/Homelessness:** Lake Stevens will *support* measures to bring funding and tools to local communities to add affordable housing, permanent shelter space, and other options for those in need. This includes *support* of additional funding through the Housing Trust Fund (HTF); and other tools to use for affordable housing options in local jurisdictions, like expanding REET authority for state and locals. The city also supports expansion of the UGA in an easier form, to incentivize housing supply.
- **Culverts and Fish-Barrier Removals:** Lake Stevens strongly supports additional efforts to add to the level of state investments in helping local governments address needed local culvert projects and fish-barrier removals.
- **Infrastructure:** Lake Stevens strongly supports continued state investments in infrastructure (including broadband investment) particularly for operations and maintenance costs.
- **Parking:** The city supports measures for reasonable parking reform, such as a policy change to allow homeowners and their authorized guests to park in front of their own driveways without impeding traffic.

CITY DEPARTMENT REPORT



Agenda Date: 12/17/2024

Contact Person/Department: Kim Klinkers, Public Works

The Engineering Division of Public Works will present an overview of the capital projects completed in 2024 and highlight projects to look forward to in 2025. The team will be available to answer project questions and bring back additional information if requested.

BLANKET VOUCHER APPROVAL
2024

Payroll Direct Deposits	12/10/2024	\$432,908.52
Payroll Checks	62342	\$3,371.89
Electronic Funds Transfers	ACH	\$509,399.64
Claims	62343-62396	\$458,461.04
Void Checks		
Total Vouchers Approved:		\$1,404,141.09

This 17th day of December 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

December 17, 2024



City expenditures by type for this voucher packet		
Personnel Costs	\$436,280	31%
Payroll Federal Taxes	\$148,288	11%
Retirement Benefits - Employer	\$89,216	6%
Medical Benefits - Employer	\$246,714	18%
Other Employer Paid Benefits	\$8,664	1%
Employee Paid Benefits	\$31,527	2%
Supplies	\$24,259	2%
Professional Services	\$143,114	10%
Refunds	\$111	0%
Capital *	\$275,764	20%
Debt Payments	\$203	0%
Total	\$1,404,141	100%

Large Purchases *

* Supermicro Computer \$47,119

* LS Museum Design \$11,381

* Bayview Trail - Phase 0 PE#4 \$216,160

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 12/06/2024 - 12/12/2024

Total for Period
\$967,860.68

Vendor name	Invoice #	Account #	Account Name	Description	Check #	Amount
911 Supply Inc	INV-2-38083	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Jacket - C Byram	62350	\$58.77
					62350 Total	\$58.77
Ace Hardware	80359	101 016 544 90 31 02	ST-Operating Cost	Wedges/Woodcutter Bar and Chain Oil/Pre-Mixed Fuel	62351	\$75.89
Ace Hardware	80367	001 010 576 80 31 00	PK-Operating Costs	Connex Power Hookup Supplies	62351	\$12.98
Ace Hardware	80369	410 016 531 10 31 02	SW - Operating Costs	Blocks	62351	\$7.39
Ace Hardware	80371	101 016 544 90 31 02	ST-Operating Cost	LED Bulbs	62351	\$26.21
Ace Hardware	80391	001 010 576 80 31 00	PK-Operating Costs	Connex Paint/Primer	62351	\$56.70
Ace Hardware	80393	001 010 576 80 31 04	PK-Vandalism Supplies	Nails/Wood Shims/Tite Seal - NCRR	62351	\$30.78
Ace Hardware	80394	001 010 576 80 31 04	PK-Vandalism Supplies	Rope Caulk - NCRR	62351	\$7.64
Ace Hardware	80400	001 010 576 80 31 07	PK-Recreation Supplies	Duct Tape/Tapcuve/Cords - Winter Holiday Supplies	62351	\$100.80
Ace Hardware	80401	001 010 576 80 31 04	PK-Vandalism Supplies	Caulk - NCRR	62351	\$17.47
Ace Hardware	80403	410 016 531 10 31 02	SW - Operating Costs	Striping Paint	62351	\$52.42
Ace Hardware	80417	001 008 521 20 31 00	LE-Office Supplies	Keys	62351	\$8.38
					62351 Total	\$396.66
AFLAC	30161	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Insurance Prem	EFT	\$749.14
					EFT Total	\$749.14
Alexander Printing Co Inc	87053	001 007 558 50 31 00	PL-Office Supplies	Business Cards - J Needham	62352	\$96.62
					62352 Total	\$96.62
All Battery Sales and Service	77227291	001 010 576 80 31 00	PK-Operating Costs	Message Board for PW32	62353	\$254.49
All Battery Sales and Service	77227291	101 016 544 90 31 02	ST-Operating Cost	Message Board for PW32	62353	\$254.49
All Battery Sales and Service	77227291	410 016 531 10 31 02	SW - Operating Costs	Message Board for PW32	62353	\$254.50
All Battery Sales and Service	77227292	001 010 576 80 31 00	PK-Operating Costs	Message Board for PW35	62353	\$254.49
All Battery Sales and Service	77227292	101 016 544 90 31 02	ST-Operating Cost	Message Board for PW35	62353	\$254.50
All Battery Sales and Service	77227292	410 016 531 10 31 02	SW - Operating Costs	Message Board for PW35	62353	\$254.49
					62353 Total	\$1,526.96
Amazon Capital Services	11VP-61K7-YMLK	001 010 576 80 31 03	PK- Equipment & Tools	Chainsaw Sharpener	62354	\$31.43
Amazon Capital Services	193P-X97Y-CXYD	001 003 514 20 31 00	CC-Office Supply	Monitor Stand for Home Office - B Tallman Refund	62354	(\$24.47)
Amazon Capital Services	1CPY-GJX3-KK6K	001 007 559 30 31 00	PB-Office Supplies	Cardstock Paper	62354	\$54.15
Amazon Capital Services	1FRM-RX6W-WYL4	001 008 521 20 31 00	LE-Office Supplies	Digital Clicker Counter	62354	\$10.92
Amazon Capital Services	1KX4-K996-46LF	001 010 576 80 31 02	PK-Office Supplies	Binders	62354	\$25.83
Amazon Capital Services	1KX4-K996-46LF	001 010 576 80 31 08	PK-Special Event Supplies	Event Supplies	62354	\$345.71
Amazon Capital Services	1LKJ-L6GP-1RR1	001 010 576 80 31 00	PK-Operating Costs	Trash Liners/Cleaning Supplies	62354	\$427.67
Amazon Capital Services	1LYK-7R1V-F4WL	001 003 514 20 31 00	CC-Office Supply	LG Monitors - C Weaver	62354	\$408.76
Amazon Capital Services	1RGL-VY1K-XNTP	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Radio Holders	62354	\$51.92
Amazon Capital Services	1TP4-PY1R-YN6V	530 016 594 48 60 00	Purchase Of Capital Equipment	WeatherTech Under Seat Storage System	62354	\$218.55
					62354 Total	\$1,550.47
Assoc of Washington Cities EFT	63142	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	EFT	\$243,136.72
Assoc of Washington Cities EFT	63142	001 008 521 20 20 00	LE-Benefits	Medical Insurance Premium - Aukerman	EFT	\$541.82
Assoc of Washington Cities EFT	63142	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium - rounding adj	EFT	\$0.02
Assoc of Washington Cities EFT	63142	001 003 514 20 20 00	CC-Benefits	Medical Insurance Premium - Tallman	EFT	(\$148.96)
					EFT Total	\$243,529.60
Bridge Coordination Services	2024-LS11	001 008 521 20 41 01	LE-Professional Serv-Fixed	LS Victim Service Hours	62355	\$2,223.38
					62355 Total	\$2,223.38

Vendor name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	BARNES 12-2024	001 008 521 20 43 00	LE-Travel & Per Diem	IACP Officer Safety/Wellness Conf Flight - J Barnes	62356	\$371.20
Business Card	BARNES 12-2024	001 008 521 20 43 00	LE-Travel & Per Diem	IACP Officer Safety/Wellness Conf Flight - P Bassett	62356	\$256.20
Business Card	BARNES 12-2024	001 008 521 20 43 00	LE-Travel & Per Diem	IACP Officer Safety/Wellness Conf Hotel Deposit - J Barnes	62356	\$215.81
Business Card	BARNES 12-2024	001 008 521 20 43 00	LE-Travel & Per Diem	IACP Officer Safety/Wellness Conf Hotel Deposit - P Bassett	62356	\$215.81
Business Card	BARNES 12-2024	001 008 521 40 49 01	LE-Registration Fees	Investigative Report Writing Registration - M Cooper	62356	\$25.50
Business Card	BARNES 12-2024	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Boots	62356	\$284.18
Business Card	BARNES 12-2024	001 008 521 40 49 01	LE-Registration Fees	Veterinary Forensic Investigations Registration - M Cooper	62356	\$25.50
Business Card	BEAZIZO 12-2024	001 008 521 20 49 00	LE-Dues & Memberships	IACP Membership Dues - J Beazizo	62356	\$660.00
Business Card	BEAZIZO 12-2024	001 008 521 20 43 00	LE-Travel & Per Diem	WASPC Fall Conf Hotel - D Thomas	62356	\$1,001.97
Business Card	BEAZIZO 12-2024	001 008 521 20 43 00	LE-Travel & Per Diem	WASPC Fall Conf Hotel - J Beazizo	62356	\$623.40
Business Card	BRAZEL 12-2024	001 002 513 11 49 01	AD-Miscellaneous	Water Manager Certification Renewal - G Brazel	62356	\$42.00
Business Card	BRYANT 12-2024	001 008 521 20 31 04	LE-Donation Exp - Other	Drone Propeller Blades	62356	\$49.17
Business Card	BRYANT 12-2024	001 008 521 20 31 08	LE - Business Meeting Supplies	Paper Cups/Snacks - FTO Refresher Class	62356	\$127.52
Business Card	CHELIN 12-2024	001 003 514 20 49 00	CC-Miscellaneous	WAPRO Membership - B Tillman	62356	\$25.00
Business Card	CHELIN 12-2024	001 001 511 60 31 00	Legislative - Operating Costs	Water for Council Meetings	62356	\$4.36
Business Card	DREHER 12-2024	001 008 521 20 42 00	LE-Communication	Certified Mailing for Parnell	62356	\$25.19
Business Card	GAILEY 12-2024	001 001 513 10 43 00	Executive - Travel & Mtgs	NLC Conf Airport Parking Fees - B Gailey	62356	\$148.00
Business Card	GAILEY 12-2024	001 001 513 10 43 00	Executive - Travel & Mtgs	NLC Conf Lyft Fees - B Gailey	62356	\$39.31
Business Card	GAILEY 12-2024	001 001 511 60 43 00	Legislative - Travel & Mtgs	NLC Conf Lyft Fees - S Ewing	62356	\$39.31
Business Card	GARCEAU 12-2024	001 010 576 80 43 00	PK-Travel & Meetings	Directors Summit Hotel - S Garceau	62356	\$420.00
Business Card	GARCEAU 12-2024	001 010 576 80 49 01	PK-Staff Development	GHOAT Training Registration - J Meis	62356	\$50.00
Business Card	GARCEAU 12-2024	001 010 576 80 43 00	PK-Travel & Meetings	RMAT Conf Flight - T Ambrose	62356	\$142.01
Business Card	GARCEAU 12-2024	530 016 594 48 60 00	Purchase Of Capital Equipment	Toolbox/Safety Rack PW104	62356	\$885.29
Business Card	HINGTGEN 12-2024	001 008 521 20 31 01	LE-Fixed Minor Equipment	Radian Raptor Charging Handle and Talon	62356	\$269.85
Business Card	HINGTGEN 12-2024	001 008 521 20 31 01	LE-Fixed Minor Equipment	Shooting Targets	62356	\$165.93
Business Card	MACDONALD 12-2024	101 016 544 90 31 02	ST-Operating Cost	Blower Resistor PW40 Dump Truck	62356	\$29.57
Business Card	MACDONALD 12-2024	410 016 531 10 31 02	SW - Operating Costs	Blower Resistor PW40 Dump Truck	62356	\$29.57
Business Card	VALVICK 12-2024	001 008 521 20 49 00	LE-Dues & Memberships	FAA Drone Renewal	62356	\$10.00
Business Card	VALVICK 12-2024	001 008 521 20 31 08	LE - Business Meeting Supplies	Water for FTO Class	62356	\$13.09
Business Card	WEAVER 12-2024	001 001 513 10 49 01	Executive - Prof. Development	AWC City Action Days Registration - B Gailey	62356	\$250.00
Business Card	WEAVER 12-2024	001 002 513 11 49 00	AD-Staff Development	AWC City Action Days Registration - G Brazel	62356	\$250.00
Business Card	WEAVER 12-2024	001 001 511 60 49 01	Legislative - Prof. Developmen	AWC City Action Days Registration - G Petershagen	62356	\$250.00
Business Card	WEAVER 12-2024	001 001 511 60 49 01	Legislative - Prof. Developmen	AWC City Action Days Registration - S Ewing	62356	\$250.00
Business Card	WEAVER 12-2024	001 001 513 10 30 00	Executive - Retreat	Food for Strategic Planning Executive Retreat	62356	\$177.41
Business Card	WEAVER 12-2024	001 001 513 10 43 00	Executive - Travel & Mtgs	NLC Conf Hotel - B Gailey	62356	\$788.37
Business Card	WEAVER 12-2024	001 001 511 60 43 00	Legislative - Travel & Mtgs	NLC Conf Hotel - S Ewing	62356	\$788.37
Business Card	WEAVER 12-2024	001 001 513 10 49 01	Executive - Prof. Development	SCT General Assembly Registration - B Gailey	62356	\$35.00
Business Card	WEAVER 12-2024	001 001 513 10 30 00	Executive - Retreat	Snacks/Drinks for Strategic Planning Executive Retreat	62356	\$102.12
Business Card	WELLS 12-2024	001 008 521 20 43 00	LE-Travel & Per Diem	Sgt Investigation of Force Training Hotel - C Wells	62356	\$271.66
Business Card	WRIGHT 12-2024	001 007 558 50 43 00	PL-Travel & Mtgs	GovAI Conf Flight Change Fee - R Wright	62356	\$80.00
Business Card	WRIGHT 12-2024	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Closser Dock	62356	\$19.39
Business Card	WRIGHT 12-2024	001 007 558 50 49 01	PL-Staff Development	SCT General Assembly Registration - R Wright	62356	\$35.00
Business Card	YOUNG 12-2024	001 008 521 20 43 00	LE-Travel & Per Diem	IACP Officer Safety/Wellness Hotel Balance - J Barnes	62356	\$647.43
Business Card	YOUNG 12-2024	001 008 521 20 43 00	LE-Travel & Per Diem	IACP Officer Safety/Wellness Hotel Balance - P Bassett	62356	\$647.43
Business Card	YOUNG 12-2024	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Winter Boots	62356	\$159.53
					62356 Total	\$10,946.45
CompuNet Inc	274474	510 006 594 18 64 00	Capital - Purch Computer Equip	Supermicro Computer High Availability Backup Solution PO #1962	62357	\$11,532.61
CompuNet Inc	274474	303 013 594 18 60 02	Citywide Security Cameras	Supermicro Computer PO #1962	62357	\$35,586.77
					62357 Total	\$47,119.38

Vendor name	Invoice #	Account #	Account Name	Description	Check #	Amount
Crystal Springs	5249844 120124	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall	62358	\$48.87
Crystal Springs	5249844 120124	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall	62358	\$48.87
Crystal Springs	5249844 120124	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall	62358	\$113.64
					62358 Total	\$211.38
DataQuest LLC	24419	001 010 576 80 41 00	PK-Professional Services	Background Checks	62359	\$74.00
					62359 Total	\$74.00
Dept of Licensing	113024 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 11/24/24 - 11/30/24	62360	\$90.00
Dept of Licensing	120724 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 12/01/24 - 12/07/24	62360	\$144.00
					62360 Total	\$234.00
Dept of Retirement (Deferred Comp)	12102024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferred	EFT	\$7,393.68
					EFT Total	\$7,393.68
Dept of Retirement PERS LEOFF	12102024	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	EFT	\$88,937.97
Dept of Retirement PERS LEOFF	12102024	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State	EFT	\$277.72
					EFT Total	\$89,215.69
EFTPS	12102024	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	EFT	\$148,288.39
					EFT Total	\$148,288.39
Electronic Business Machines	AR291513	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	62361	\$49.82
Electronic Business Machines	AR291513	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	62361	\$49.83
Electronic Business Machines	AR291513	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - 2YJ14491	62361	\$49.82
Electronic Business Machines	AR292911	001 007 558 50 48 00	PL-Repairs & Maint.	Printer Copy Fees CH - 2YJ04075	62361	\$345.78
Electronic Business Machines	AR292911	001 007 559 30 48 00	PB-Repair & Maintenance	Printer Copy Fees CH - 2YJ04075	62361	\$345.77
Electronic Business Machines	AR292911	001 013 518 20 48 00	GG-Repair & Maintenance	Printer Copy Fees CH - 2YJ04075	62361	\$345.78
Electronic Business Machines	CM32418	001 010 576 80 48 00	PK-Repair & Maintenance	Credit Inv #AR285867 - QNN08471	62361	(\$17.87)
Electronic Business Machines	CM32418	101 016 542 30 48 00	ST-Repair & Maintenance	Credit Inv #AR285867 - QNN08471	62361	(\$17.87)
Electronic Business Machines	CM32418	410 016 531 10 48 00	SW - Repairs & Maintenance	Credit Inv #AR285867 - QNN08471	62361	(\$17.87)
					62361 Total	\$1,133.19
Fastenal Company	WAARN176062	101 016 544 90 31 02	ST-Operating Cost	Glasses/Graffiti Remover/Gloves/Batteries	62362	\$51.92
Fastenal Company	WAARN176062	410 016 531 10 31 02	SW - Operating Costs	Glasses/Graffiti Remover/Gloves/Batteries	62362	\$51.92
					62362 Total	\$103.84
FBI - LEEDA	200116456	001 008 521 40 49 01	LE-Registration Fees	DLE Registration - J Holland	62363	\$350.00
					62363 Total	\$350.00
Feldman and Lee PS	11-2024 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 11-2024	62364	\$14,000.00
					62364 Total	\$14,000.00
Gailey	120324 GAILEY1	001 001 513 10 43 00	Executive - Travel & Mtgs	GovAI Conf Meal PerDiem - B Gailey	62365	\$293.00
Gailey	120324 GAILEY2	001 001 513 10 43 00	Executive - Travel & Mtgs	GovAI Conf Hotel Reimbursement - B Gailey	62365	\$286.20
					62365 Total	\$579.20
Grainger	9334908473	001 010 576 80 31 00	PK-Operating Costs	Primer Rust Inhibitor	62366	\$93.26
					62366 Total	\$93.26
Hathaway	37498	001 007 558 50 31 00	PL-Office Supplies	Nameplates - J Needham	62367	\$45.20
					62367 Total	\$45.20
Honey Bucket	554556681	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	62368	\$219.05
Honey Bucket	554562586	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Sunset Beach	62368	\$264.50
Honey Bucket	554568670	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Heights	62368	\$234.00
					62368 Total	\$717.55
HRA VEBA Trust YA20192	12102024	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	62343	\$3,558.72
					62343 Total	\$3,558.72
HSA Bank	12102024	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	62344	\$415.00
					62344 Total	\$415.00

Vendor name	Invoice #	Account #	Account Name	Description	Check #	Amount
Ink It Your Way LLC	10959	001 008 521 20 31 00	LE-Office Supplies	Custom Flags	62369	\$614.05
Ink It Your Way LLC	11724	001 013 518 10 30 00	LEAN Training - Supplies	Vests/Shirts for Lean Program Attire	62369	\$299.53
					62369 Total	\$913.58
Lake Industries LLC	305349	101 016 542 66 31 00	ST-Snow & Ice - Sply	Screened Bank Sand	62370	\$342.27
Lake Industries LLC	305506	410 016 531 10 31 02	SW - Operating Costs	Fill Material Hauled In	62370	\$480.00
					62370 Total	\$822.27
Lake Stevens Police Guild	12102024	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	62345	\$1,447.00
					62345 Total	\$1,447.00
Lake Stevens Sewer District	1195 12-2024	001 010 576 80 47 00	PK-Utilities	Sewer - Cedarwood Park Acct 1195-01	62371	\$109.87
Lake Stevens Sewer District	12326 12-2024	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	62371	\$115.87
Lake Stevens Sewer District	13135 12-2024	101 016 543 50 47 00	ST-Utilities	Sewer - Decant Facility Acct 13135-01	62371	\$316.09
Lake Stevens Sewer District	13135 12-2024	401 070 535 10 47 01	Sewer Dist Utilities	Sewer - Decant Facility Acct 13135-01	62371	\$632.18
Lake Stevens Sewer District	13135 12-2024	410 016 531 10 47 00	SW - Utilities	Sewer - Decant Facility Acct 13135-01	62371	\$316.08
Lake Stevens Sewer District	2538 12-2024	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park Acct 2538-02	62371	\$1,188.62
Lake Stevens Sewer District	3628 12-2024	001 010 576 80 47 00	PK-Utilities	Sewer - Davies Beach Acct 3628-02	62371	\$138.91
Lake Stevens Sewer District	5189 12-2024ADJ	005 000 518 20 40 01	Rental Property Utilities	FOG Pretreatment Penalty Southlake Pizza 5189-04 Adju	62371	\$900.00
Lake Stevens Sewer District	5189 12-2024ADJ	005 000 518 20 40 01	Rental Property Utilities	Sewer - 10519 20th St SE 5189-04	62371	\$372.16
Lake Stevens Sewer District	6294 12-2024	001 008 521 50 47 00	LE-Facility Utilities	Sewer - PD Evidence Bldg Acct 6294-04	62371	\$109.87
Lake Stevens Sewer District	6296 12-2024	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 6296-03	62371	\$109.87
Lake Stevens Sewer District	6390 12-2024	005 000 518 20 40 01	Rental Property Utilities	Sewer - 1819 S Lake Stevens Acct 6390-03	62371	\$109.87
Lake Stevens Sewer District	6666 12-2024	001 012 575 30 47 00	CS- Museum - Utilities	Sewer - Museum Acct 6666-01	62371	\$109.87
Lake Stevens Sewer District	6671 12-2024	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	62371	\$109.87
Lake Stevens Sewer District	6810 12-2024	001 012 575 50 47 00	CS- The Mill- Utilities	Sewer - The Mill Acct 6810-01	62371	\$219.74
Lake Stevens Sewer District	7002 12-2024	001 010 576 80 47 00	PK-Utilities	Sewer - North Cove Park Restroom 7002-01	62371	\$109.87
Lake Stevens Sewer District	8710 12-2024	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Training Bldg Acct 8710-03	62371	\$109.87
Lake Stevens Sewer District	9902 12-2024	001 012 572 20 47 00	CS- Library-Utilities	Sewer - Library Grade Rd Acct 9902-01	62371	\$109.87
					62371 Total	\$5,188.48
Lemay Mobile Shredding Inc	4866030S185	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	62372	\$14.09
					62372 Total	\$14.09
MissionSquare - 108991	6988527	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	62346	\$502.96
					62346 Total	\$502.96
MissionSquare - 307428	6285435	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	62347	\$2,493.91
					62347 Total	\$2,493.91
MJ Neal Associates Architects PLLC	11-2024 MUSEUM	306 000 594 75 60 00	Culture/Rec Facility Capital	LS Museum Design	62373	\$11,380.58
					62373 Total	\$11,380.58
Nationwide Retirement Solution	12102024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	EFT	\$8,001.89
					EFT Total	\$8,001.89
New York Life	Y6W_20241203	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	EFT	\$147.00
					EFT Total	\$147.00
New York Life EFT	Nov-24	001 001 513 10 20 00	Executive - Benefits	Life/Disability Insurance Premiums	EFT	\$79.38
New York Life EFT	Nov-24	001 002 513 11 20 00	AD-Benefits	Life/Disability Insurance Premiums	EFT	\$86.87
New York Life EFT	Nov-24	001 003 514 20 20 00	CC-Benefits	Life/Disability Insurance Premiums	EFT	\$186.29
New York Life EFT	Nov-24	001 004 514 23 20 00	FI-Benefits	Life/Disability Insurance Premiums	EFT	\$270.29
New York Life EFT	Nov-24	001 005 518 10 20 00	HR-Benefits	Life/Disability Insurance Premiums	EFT	\$293.22
New York Life EFT	Nov-24	001 006 518 80 20 00	IT-Benefits	Life/Disability Insurance Premiums	EFT	\$224.60
New York Life EFT	Nov-24	001 007 558 50 20 00	PL-Benefits	Life/Disability Insurance Premiums	EFT	\$617.52
New York Life EFT	Nov-24	001 007 559 30 20 00	PB-Benefits	Life/Disability Insurance Premiums	EFT	\$371.08
New York Life EFT	Nov-24	001 008 521 20 20 00	LE-Benefits	Life/Disability Insurance Premiums	EFT	\$2,280.77
New York Life EFT	Nov-24	001 010 576 80 20 00	PK-Benefits	Life/Disability Insurance Premiums	EFT	\$857.92

Vendor name	Invoice #	Account #	Account Name	Description	Check #	Amount
New York Life EFT	Nov-24	001 013 518 30 20 00	GG-Benefits	Life/Disability Insurance Premiums	EFT	\$387.03
New York Life EFT	Nov-24	101 016 542 30 20 00	ST-Benefits	Life/Disability Insurance Premiums	EFT	\$87.15
New York Life EFT	Nov-24	410 016 531 10 20 00	SW-Benefits	Life/Disability Insurance Premiums	EFT	\$1,878.90
					EFT Total	\$7,621.02
Northend Excavating Inc	BAYVIEW PE#4	302 010 594 76 61 03	PM -LS Bayview Connector - PT	Bayview Trail - Phase 0 PE#4	62374	\$216,160.05
					62374 Total	\$216,160.05
Office of the State Treasurer	11-2024 STATE	633 000 589 30 00 03	State Building Permit Remit	Bulding Code Remittance 11-2024	62375	\$113.00
Office of the State Treasurer	11-2024 STATE	633 000 586 00 00 01	State Court Remit	State Court Remittance 11-2024	62375	\$10,002.37
					62375 Total	\$10,115.37
Ogden Murphy Wallace PLLC	898964	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 10-2024	62376	\$15,072.50
Ogden Murphy Wallace PLLC	898964	001 011 515 41 41 01	Ext Consult - PRA	Legal Services 10-2024 PRR	62376	\$2,957.50
Ogden Murphy Wallace PLLC	898964	001 011 515 45 41 02	Ext Litigation - Sewer	Legal Services 10-2024 Sewer	62376	\$56,873.05
					62376 Total	\$74,903.05
Parra	2440	001 010 576 80 41 04	PK-Special Events Prof Service	Tent/Table Rentals Winterfest	62377	\$1,555.78
					62377 Total	\$1,555.78
Pitney Bowes Bank Inc	11-2024 POSTAGE	001 007 558 50 42 00	PL-Communication	Postage	62378	\$66.81
Pitney Bowes Bank Inc	11-2024 POSTAGE	001 010 576 80 42 00	PK-Communication	Postage	62378	\$2.47
Pitney Bowes Bank Inc	11-2024 POSTAGE	001 013 518 20 42 00	GG-Communication	Postage	62378	\$127.42
Pitney Bowes Bank Inc	11-2024 POSTAGE	101 016 543 30 42 00	ST-Communications	Postage	62378	\$1.65
Pitney Bowes Bank Inc	11-2024 POSTAGE	410 016 531 10 42 00	SW - Communications	Postage	62378	\$1.65
					62378 Total	\$200.00
Pitney Bowes Global Financial Services	3320053253	001 013 518 20 45 00	GG-Rental & Services	Postage Machine Rental 10/23/24 - 01/22/25	62379	\$13.25
Pitney Bowes Global Financial Services	3320053253	001 013 591 18 70 01	Lease Agreements	Postage Machine Rental 10/23/24 - 01/22/25	62379	\$202.74
					62379 Total	\$215.99
ProCom LLC	115899	410 016 531 10 41 01	SW - Professional Services	Pre-Employment Drug Screening	62380	\$78.00
					62380 Total	\$78.00
SCCFOA	120624 SCCFOA	001 003 514 20 43 00	CC-Travel & Meetings	SCCFOA Annual Holiday Luncheon - K Chelin	62381	\$35.00
					62381 Total	\$35.00
Security Solutions Northwest Inc	370455	001 006 518 80 48 00	IT-Repair & Maintenance	Video Health Standard Monthly	62382	\$262.05
					62382 Total	\$262.05
Smarsh Inc	INV-237052	510 006 518 80 49 05	LR - Smarsh	SMS Text Archiving	62383	\$921.92
					62383 Total	\$921.92
Snohomish County Treasurer	11-2024 TREASURER	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 11-2024	62384	\$133.13
					62384 Total	\$133.13
Sound Publishing Inc	EDH1005767	001 013 518 30 41 01	GG-Advertising	Public Hearing Notice	62385	\$34.52
Sound Publishing Inc	EDH1005854	001 013 518 30 41 01	GG-Advertising	Cancellation Notice	62385	\$20.76
					62385 Total	\$55.28
Suburban Propane	9439	101 016 542 30 41 02	ST-Professional Service	Install Propane Tank at PW Shop	62386	\$453.11
Suburban Propane	9439	410 016 531 10 41 01	SW - Professional Services	Install Propane Tank at PW Shop	62386	\$453.10
					62386 Total	\$906.21
SWC Enterprises LLC	5506	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Nozzles/Vacuum Hoses/Catch Basin Tube/Plug	62387	\$7,932.76
					62387 Total	\$7,932.76
Teamsters Local No 763	Nov-24	001 000 284 00 00 00	Payroll Liability Other	Union Dues	62348	\$1,929.00
					62348 Total	\$1,929.00
Teamsters Welfare Trust Dental EFT	Jan-25	001 000 283 00 00 00	Payroll Liability Medical	Teamsters Dental Premium	EFT	\$3,577.60
					EFT Total	\$3,577.60
TML International LLC	BLD2024-0663	003 000 322 10 00 00	Building Permits	BLD2024-0663 Permit Refund	62388	\$111.40
					62388 Total	\$111.40

Vendor name	Invoice #	Account #	Account Name	Description	Check #	Amount
Transpo Group USA Inc	33893	001 007 558 50 41 00	PL-Professional Servc	Comprehensive Plan Update	62389	\$1,326.90
					62389 Total	\$1,326.90
ULINE	186486834	001 010 576 80 31 00	PK-Operating Costs	Connex Project Supplies	62390	\$1,417.64
					62390 Total	\$1,417.64
Verizon Wireless	6100079647	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service	62391	\$295.96
Verizon Wireless	6100079647	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service	62391	\$42.28
Verizon Wireless	6100079647	001 002 513 11 42 00	AD-Communications	Wireless Phone Service	62391	\$47.28
Verizon Wireless	6100079647	001 003 514 20 42 00	CC-Communications	Wireless Phone Service	62391	\$188.12
Verizon Wireless	6100079647	001 004 514 23 42 00	FI-Communications	Wireless Phone Service	62391	\$47.28
Verizon Wireless	6100079647	001 005 518 10 42 00	HR-Communications	Wireless Phone Service	62391	\$226.40
Verizon Wireless	6100079647	001 006 518 80 42 00	IT-Communications	Wireless Phone Service	62391	\$275.68
Verizon Wireless	6100079647	001 007 558 50 42 00	PL-Communication	Wireless Phone Service	62391	\$383.25
Verizon Wireless	6100079647	001 007 559 30 42 00	PB-Communication	Wireless Phone Service	62391	\$209.59
Verizon Wireless	6100079647	001 010 576 80 42 00	PK-Communication	Wireless Phone Service	62391	\$665.86
Verizon Wireless	6100079647	101 016 543 30 42 00	ST-Communications	Wireless Phone Service	62391	\$1,006.01
Verizon Wireless	6100079647	410 016 531 10 42 00	SW - Communications	Wireless Phone Service	62391	\$1,006.02
					62391 Total	\$4,393.73
Waltz	120224 WALTZ	410 016 531 10 31 00	SW - Clothing	Waders Reimbursement - S Waltz	62392	\$105.49
					62392 Total	\$105.49
Washington State Patrol	12502577	001 007 558 50 31 02	PL-Permit Related Op. Costs	Solicitor License Background Checks	62393	\$22.00
					62393 Total	\$22.00
Washington State Support Registry	12102024	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	EFT	\$875.63
					EFT Total	\$875.63
West Coast Pet Memorial Services	WA70314-I-0071	001 010 576 80 41 00	PK-Professional Services	Animal Cremation Services 10-2024	62394	\$62.00
West Coast Pet Memorial Services	WA70314-I-0071	101 016 542 30 41 02	ST-Professional Service	Animal Cremation Services 10-2024	62394	\$62.00
West Coast Pet Memorial Services	WA70314-I-0071	410 016 531 10 41 01	SW - Professional Services	Animal Cremation Services 10-2024	62394	\$62.00
					62394 Total	\$186.00
Western Conference of Teamsters Pension Trust	12102024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contribution-Teamster Pension	62349	\$4,619.89
Western Conference of Teamsters Pension Trust	12102024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contribution-Teamster Pension Probation	62349	\$43.40
					62349 Total	\$4,663.29
WEX Bank	101146714	001 006 518 80 32 00	IT-Fuel	Fuel	62395	\$47.36
WEX Bank	101146714	001 008 521 20 32 00	LE-Fuel	Fuel PW57	62395	\$7,720.98
					62395 Total	\$7,768.34
Zachor Stock and Krepps Inc PS	24-LKS-0011	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services	62396	\$14,865.76
					62396 Total	\$14,865.76

CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES

December 10, 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. Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Council President Gary Petershagen, Kim Daughtry, Ryan Donoghue, Marcus Tageant, Kymm Shipman, Steve Ewing 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

Council President Petershagen asked that a discussion item be added so that City Clerk Chelin could review the upcoming agenda for December 17.

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

Guest Business

Introduce Brandon Tallman, Records Management Specialist

Introduce Robert Charrette, Parks Maintenance Worker

Citizen Comments

Andrea Wright, Sewer District Commissioner. Andrea spoke against the sewer utility tax. She stated that the streets were the City's responsibility.

Nathan Packard, Lake Stevens. Nathan spoke against the sewer utility tax and asked the City why we needed additional revenues.

Russell Joe, Master Builders Association.

Mr. Joe spoke about the permit and building fees on the agenda.

Council Business

City Department Report

Final Audit Update from Finance Director Stevens

Consent Agenda

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

The consent agenda items were as follows:

- 2024 Vouchers
- City Council Meeting Minutes of November 19, 2024
- City Council Meeting Minutes of November 26, 2024
- Snohomish Regional Drug Task Force Interlocal Agreement
- 2024 Budget Amendment No. 3 - Ordinance 1193

Action Items**Ordinance 1194 Amending LSMC 3.08 Related to Utility Taxes**

Director Stevens explained that the city currently assesses a tax of 6% on the gross income of the providers of electricity, gas, telephone, water, and garbage and a 5% franchise fee on cable TV.

Each year, as part of the budget process, the City assesses the ever-increasing needs of the city and the resources available, including utility taxes. The addition of sewer and stormwater utility taxes has been reviewed annually, noting that Lake Stevens is one of the few cities in Snohomish County without them. Once again, during the 2025 budget process, the recommendation to add a tax on sewer utility providers was discussed.

Council and staff engaged in a discussion.

MOTION. Councilmember Petershagen made a motion, seconded by Councilmember Shipman, to adopt Ordinance 1194.

AMENDMENT TO THE MOTION. Councilmember Jorstad made a motion to make it a graduated tax with 3% in 2025, 6% in 2026 and 6% ongoing after that. The motion passed 7-0-0-0.

ORIGINAL MOTION VOTE: The motion passed 6-1-0-0 with Councilmember Ewing opposed.

Interim Ordinance 1192 Adoption - Compliance with SB 5290 Review Timelines

Senior Planner Levitan presented Interim Ordinance 1192, amending Chapter 14.16A LSMC to meet the project permit application review time frames and other updated components of the Growth Management Act established by SB 5290 (2023) that go into effect on January 1, 2025.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Jorstad, to approve Ordinance 1192. The motion passed 7-0-0-0.

Discussion Items**Draft Land Use and Building Permit Fees Overview**

Director Wright, Building Official Manus and Planning Manager Schmidt reviewed the fees and asked Council for feedback on the proposed fee methodology and future updates. This item will come back for action at the December 17, 2024 Council Meeting.

MOTION. At 8:00 p.m., Councilmember Petershagen made a motion, seconded by Councilmember Ewing, to extend the meeting to 8:45 p.m. The motion passed 7-0-0-0.

Executive Session

The meeting recessed to Executive Session at 8:15 p.m. for 30 minutes to discuss Litigation/Potential Litigation and Property Acquisition. There will be no action, and the session will conclude by 8:45 p.m.

The meeting reconvened to regular session at 8:39 p.m.

Adjournment

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

The meeting adjourned at 8:39 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 12/17/2024

Subject: Fee Resolution 2024-0013 Land Use & Miscellaneous and Building Permit Fees

Contact Person/Department: Russ Wright, Carol Manus, Christi Schmidt, Community Development

Budget Impact: Cost Recovery

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Adopt Resolution 2024-0013

SUMMARY/BACKGROUND:

Beginning on August 21, 2024, staff have briefed the City Council (Council) on what is required to comply with SR 5290 in relation to the permit review process, staffing levels and fees. The information and data presented to the Council has been extensive and provided over several sessions to ensure meaningful discussion of the information presented. A summary of the fee update process is summarized below. The City Council is asked to review and act on Resolution 2024-0013 setting new fees for 2025 (Attachment 1).

During the budget process, PCD analyzed central Puget Sound jurisdictions with populations between 30,000 and 50,000 to determine if our staffing levels are on par with other communities and evaluate if fees are similar. Hence, the Council approved two additional positions in the PCD department in 2025 to ensure adequate staffing levels are maintained to meet the new process review requirements of SB 5290. On October 8, 2024, PCD in coordination with Parks and Recreation Department and the Surface Water Division, presented an overview of the proposed updates to the city's fee schedule including land use, building permit and impact fees. On November 12, 2024 the council adopted new surface water and park rental fees under Resolution 2024-0011.

Over the past year, as part of the comprehensive plan periodic update process, PCD staff analyzed the impact of the 2044 growth projections and the Council adopted a capital improvement plan to meet the level of service needed to provide adequate public facilities to meet the city's growth targets (RCW 36.70A.070 commonly referred to as "concurrency or concurrent with development").

On December 10, 2024, staff held its final study session with the Council to discuss fee adjustments. PCD staff presented fees for peer and neighboring cities along with identified deficiencies, followed by the applied methodology and assumptions that were used to calculate the draft permit and impact fees. The park and traffic impact fee options were presented at the meeting. The presentation slides were emailed to the Council on the evening of December 10, 2024.

During the meeting, Russell Joe representing the Master Builders Association of King and Snohomish Counties (MBA) provided comments. In summary, he did not object to the proposed adjustments to the permit fees or traffic impact fee on behalf of the MBA, but did express concerns about the proposed adjustment to the Park Impact Fee. Other issues discussed during the study session included an adjustment of the technology fee. Staff noted that business and home occupation license adjustments will be brought to the council in mid-year to coincide with the Department of Revenue's changes.

Council did not provide significant comments about the proposed adjustments but did request clarification on some fees, including permit valuations and billable rates for staff, with other minor comments.

- The valuation question was addressed at the Council meeting – staff use the square footage of the project and applied the fee from the building table to automatically calculate the construction costs.
- Council asked about how school impact fees relate to proposed bond levies. Staff responded generally that the impact fees are used for capital improvements as analyzed in their respective capital plans. The levy fees may be used on capital construction and for other items.
- The council asked about the allocation of director fees. As noted at the meeting, two different average billable rates were presented – one for review staff and another for directors (decision makers). The fees are composite fees that use the average of different job classifications, plus benefits to establish a base fee. In the case of director fees, the salaries and benefits of the Community Development Director, Public Works Director and City Engineer were provided as an average. A multiplier of 40% is then applied to account for a variety of indirect costs discussed in more detail below. Based on the Department of Commerce Guidance Manual, the city is trying to capture indirect costs not previously accounted for, such as payroll expenses, vehicle costs, fuel,

additional (increased) software costs, additional permit reviewers, administrative support and public notification. The range of direct costs will vary for every city. Staff verified with payroll that the hourly rate is based on an internal billable average rate. In the case of director fees, with the multiplier, the actual cost is slightly higher than the \$210 rate proposed in the December 10, 2024 fee presentation. Staff recommends maintaining the proposed hourly rate of \$210 per hour.

- The council also asked about the integration of artificial intelligence into the permit process. Staff relayed we will be looking for opportunities to find automation and use of AI where practical over the next year.

After the City Council meeting, the city received a formal letter from the MBA addressing concerns about the proposed park impact fee (Attachment 2). Staff has been coordinating with the MBA on their letter and anticipates a revised response based on discussions.

Moving forward, staff recommends council adopt the proposed land use and building permits and traffic impact fee shown in Attachment 1 as previously presented. Staff is requesting the Council provide its direction on a new park impact fee. A revised recommendation is provided that varies slightly from the December 10, 2024 slideshow:

Option 1 – Update based on current methodology. This fee was re-evaluated to only include growth related projects totaling approximately \$26 million dollars and would include a proposed impact fee of \$4,864 for single-family units and \$3,524 for multifamily units based on bedroom count.

Option 2 – Retain current fee

Option 3 – Increase fee based on the CPI-U average of 4.42%, which would be \$4,339 for single-family units and \$3,138 for multifamily units based on bedroom count.

Staff Recommendations:

1. Staff recommends City Council adjust land use & building permit fees based on the proposed hybrid model for cost recovery with an annual update tied to CPI-U per Attachment 1.
2. Staff recommends City Council set the park impact fee based on options provided above.
3. Staff recommends City Council adjust the traffic impact fees based on Option 3 as an interim measure to support the adopted level of service and reflect inflation until a thorough review is completed in early 2025.

APPLICABLE CITY POLICIES:

Fees Resolution

ATTACHMENTS:

1. Att 1 - Resolution 2024-0013_12.13.24
2. Att 2 - MBAKS Park Impact Fee Letter
3. 12.17.24 Fee Presentation to Council

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2024-0011~~13~~

A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON, REPEALING RESOLUTION NO. 2024-0011 AND ADOPTING AMOUNTS FOR THE RATES, FEES, AND DEPOSITS FOR VARIOUS SERVICES PROVIDED AND ACTIONS PERFORMED BY THE CITY AND FINES LEVIED AGAINST CODE VIOLATORS, TO INCLUDE NEW LAND USE FEES FOR SERVICES ACTIONS OR PERMITS

WHEREAS, the City Council, through ordinance, has adopted regulations requiring certain actions and services; and,

WHEREAS, these various ordinances set forth that fees shall be set by resolution; and,

WHEREAS, the cost of providing these various services consistent with applicable codes, regulations, and policies periodically increase or decrease, or certain services or practices are discontinued and fees are no longer needed; and,

WHEREAS, the Washington State Legislature adopted Second Substitute Bill (SB) 5290 concerning consolidating local permit review processes and fees on April 17, 2023; and

WHEREAS, SB 5290 amended RCW 36.70B.080 to limit the collection of project permit application fees at the time of permit submittal to 80% of the total permit fee, and to require the refund of up to 20% of the permit fee if the time period timelines are not met, unless a local jurisdiction adopts at least three of the options in RCW 36.70B.160(1); and

WHEREAS, the City has adopted more than three of the measures listed in RCW 36.70B.160(1), including the use of on-call consultants to assist with permit review as needed; requiring public hearings only when they are required by state law; and making pre-application conferences optional but not required. As such, the city can require the payment of the entire project permit fee at the time of submittal and is not subject to the permit fee refund provisions in RCW 36.70b.080;

WHEREAS, it is the intent of the City of Lake Stevens to charge appropriate fees and charges that are consistent with the services provided and to cover the public cost of providing these various services so that the public is not subsidizing individual benefits derived there ~~from~~ and;

WHEREAS, the city is proposing adjusted land use and building permit fees to provide for a reasonable fee structure to recover the cost of permit review consistent with the Local Project Review Act (RCW 36.70B.160(1) and RCW 36.70B.245); and

WHEREAS, the city is proposing an annual 5-year average CPI-U adjustment to the land use, building permit and park and traffic impact fees, which will be updated annually. This CPI-U adjustment will occur and become effective January 1st of each year;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS TO AMMEND THE FEES RESOLUTION AS FOLLOWS Through the enactment of Resolution No. 2024-0011~~13~~:
Replace Table A: Schedule of Land Use Fees as attached, Replace Table 1A: Building Permit Fees as

attached, Replace Table B2: Schedule of Miscellaneous Building Permit Fees as attached, Replace Table B3: Mechanical and Plumbing Fees and Section 11. Fire Safety Inspections as attached, and Replace Permits and Fire District Related Service Fees, Tables A-L as attached and sets the following rates, fees, and deposits for various services provided and actions performed by the city and fines levied against code violators are hereby adopted.

Section 1. Fees and Deposits-General.

- A. Fees. Fees are intended to cover the normal, recurring administrative costs associated with said action, such as secretarial staff time, advertising, mailings, file distribution, etc. and project review. Certain fees may be refundable based on a case by case analysis from the applicable department director and approval of the Finance Director. The applicant is responsible for costs incurred for any portion of project/permit reviewed by a consultant hired by the City for such review.
- B. Payment Due. Fees and deposits are due at the time the action is requested (e.g., at time of application) or occurs (e.g., prior to a specific action). An applicant may pay all fees and deposits of a multi-phased project in advance; however, doing so does not vest applicable fees due. Fees due are those in effect at the time the specific action or phase of an action is requested or occurs.
- C. Late Payment Penalties. If payment is not received within 30 days of the due date specified on the invoice, the amount due shall accrue interest at the rate of 1.5 percent per month, with a maximum monthly interest accrual of \$20.00, from the date the fee became due and the date payment is actually made.
- D. Waivers. Upon petition by the applicant, the Mayor or designee may waive any of the fees or portions thereof, for any non-profit organization that provide services for the necessary support of the poor or infirm, or upon the submittal of a signed and notarized declaration of financial hardship, in the form attached to this resolution.
- E. Concurrent Applications. Concurrent applications requiring land use fees established by this resolution shall be subject to each fee cumulatively as if reviewed separately. There shall be no reduction in fees where more than one type of fee is charged for a project.

Section 2. Land Use Fees. Fees for various services, actions, and permits regarding land use, as per LSMC Title 14 and 16, shall be as listed in Table A. Land Use fees are in addition to Building Permit fees. Attorney and other consultant fees may be recovered for specific projects.

Table A: Schedule of Land Use Fees

Action/Permit/Determination	Fee (\$)
ADMINISTRATIVE APPROVALS/DETERMINATIONS – TYPE I REVIEW	
Adult Family Home	325
Boundary Line Adjustments	1,000
Changes of Use	Included in Business License Fee

Action/Permit/Determination	Fee (\$)
Code Interpretations	200
Eligible Facility Modification	200 for first two hours + 100 per hour for each hour of additional staff time
Lot Status Determination	200 for first two hours + 100 per hour for each hour of additional staff time
Floodplain Development Permit when no Shoreline Exemption is required (may also require SEPA and critical area review fees)	200
Home Occupations	Reviewed as part of business license
Lot Line Consolidation	500
Pasture/Waste Management Plan (LSMC 5.18.040) Plan Review Fee	100
Subsequent Plan Modification Review	100/hour
Reasonable Use Exceptions	200+critical areas review
Site Plan Review (for standalone review only)	200 for first two hours + 100 per hour for each hour of additional staff time
Temporary Use	
Temporary Residence (1.700)	125
Temporary Mobile/Modular Public Structures (15.500) in any zone	100 200
Temporary Structures (23.000)	1,250
Temporary Encampment (LSMC 14.44.038)	
ADMINISTRATIVE REVIEW (If hearing is requested additional cost for hearing examiner at actual cost)	
Administrative Conditional Use Permit	1,000
Administrative Deviation	200 for first two hours + 100 for each additional hour of staff time
Administrative Review of Model Home	200 for first two hours + 100 per hour for each additional hour of staff time
Administrative Modifications	450
Administrative Variance	1,000
Administrative Review of Small Wireless Facilities	200 deposit for first two hours + 100 per hour for

Action/Permit/Determination	Fee (\$)
	each hour of additional staff time 21n
ANNEXATIONS	
Submission of 10% Petition	0
Submission of 60% Petition	0
If it goes to BRB hearing	0
ATTORNEY FEES	Applicant pays actual cost charged City plus 35 Administrative fee
APPEALS PER TITLE 14	
To City Council	350
To Hearing Examiner	350+Hearing Examiner cost
To Shoreline Hearings Board	100/hr
BINDING SITE PLANS	6,000
Revision	1,000
CODE ENFORCEMENT – NOTICE OF VIOLATION (Per Ch. 17.20 LSMC)	
Filing Fee to Request Contested Hearing	350
Filing Fee to Request Mitigation Hearing	350
Hearing Examiner Hearing (except for initial open record hearing per LSMC 17.20.080(d))	Hearing Examiner cost
COMPREHENSIVE PLAN AMENDMENTS (including area-wide rezones)	
Minor Amendment (annual cycle)	2,400
Major Amendment (5-year cycle)	3,500
CONCESSIONS	
Background Check	70
Concession Agreement Review/Administration (RFP exempt)	200
Damage and Litter Deposit (refundable at end of contract)	Negotiated
Lease Rate	Negotiated
	3,500+
CONDITIONAL USE PERMITS	Hearing Examiner cost
CONSTRUCTION PLAN APPROVAL	
Residential developments 1-9 units	1,500 + 100 per lot for first two reviews

Action/Permit/Determination	Fee (\$)
	+ each additional review will be charged either: a) 100 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director
Residential developments 10 or more units	1,500 + 150 per lot for first two reviews + each additional review will be charged either: a) 100 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director
Commercial and/or non-residential developments	2,000 for first two reviews + each additional review will be charged either: a) 100 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director
CONSULTANT FEES (when applicable)	Applicant pays actual cost charged City plus 35 Administrative fee
CRITICAL AREA REVIEW	Applicant pays actual cost charged City plus 35 Administrative fee
DESIGN REVIEW	
Design Review — Administrative Decision	450
DEVELOPMENT AGREEMENT	1,400
EDDS DEVIATION REQUEST	200 for first two hours + 100 per hour for each

Action/Permit/Determination	Fee (\$)
	additional hour of staff time
ESSENTIAL PUBLIC FACILITIES (in addition to conditional use permit fees)	
Essential Public Facility	Public participation costs (e.g., mailings, noticing, room rental) +consultant fees +attorney fees
Secure Community Transition Facility	Public participation costs (e.g., mailings, noticing, room rental) +consultant fees +attorney fees
EVENT PERMITS	
Event Level 1	100
Event Level 2	225
Event Level 3	300
Event Level 4	1,050
Event Level 4 Deposit	80% of City estimated cost for City services
Event Expedited Review Fee	100
Boat Launch Closure	200/day
Mill Spur Closure	200/day
Recycle Containers	10/unit deposit 35/unit replacement fee for unreturned or damaged units
IMPACT FEES	
Park Mitigation	
Single family residences (e.g., single family residence, duplex and manufactured home)	4,154.92/dwelling unit
Multifamily residences with three or more units	3,004.75/dwelling unit
Multifamily residences and Accessory Dwelling Units with 0-1 bedrooms	1,912.53/dwelling unit
School Mitigation	
Lake Stevens School District – fees as shown below or as adopted in most current Capital Facilities Plan	
— Detached Single Family Residence	11,434/dwelling
— Duplex/Townhouse	2,526/dwelling
— Multifamily Residential with 2 or more bedrooms	2,526/unit

Action/Permit/Determination	Fee (\$)
Snohomish School District – fees as shown below or as adopted in most current Capital Facilities Plan	
— Detached Single Family Residence	6,495/dwelling
— Duplex/Townhouse	4,514/dwelling
— Multifamily Residential with 2 or more bedrooms	4,514/unit
Traffic Mitigation	
Traffic Impact Zone 1	2,771/PM peak hour trip
Traffic Impact Zones 2 & 3	3,500/PM peak hour trip
Impact Fee Adjustment/Deferral Application	200
LAND DISTURBANCE	
Minor Land Disturbance Permits	500
Major Land Disturbance Permits	1,000
Major Land Disturbance Permit with Class IV Forest Practice	1,250
LAND USE CODE AMENDMENTS	3,000
MISCELLANEOUS ACTIONS/ITEMS	
Manufacturing Tax Exemption Application	500
Permit Extension	200
Public Notice Signs Rental Fee	50
Security Administration Fee, per each security	100
Sign Non-Return Charge — If not returned within 7 days of permit approval	10/sign
Tree Replacement Fee In Lieu (per LSMC 14.76.120(e))	35/tree
Lake Safety Marker — one-time fee for contribution to the Lake Safety Program for buoy purchase. —	350
MISCELLANEOUS TASKS	
Miscellaneous Engineering Review (e.g., storm drainage plans for Single-Family Residential & Duplexes, drainage studies, etc.)	100/hr
Miscellaneous Research or other staff time	100/hr
MOBILE FOOD VENDING UNITS	
Initial License Application	75
License Renewals	40
PARK PERMITS	
Park Permit without Picnic Shelter	35
Park Permit is included if Picnic Shelter is rented	0
PLANNED NEIGHBORHOOD DEVELOPMENTS	3,500+Hearing Examiner cost
PRE-APPLICATION CONFERENCE FEE (\$400 credited toward	

Action/Permit/Determination	Fee (\$)
application fee over \$1,000 upon submittal of said application if received within 12 months from date of pre-application conference.)	
Without Consultant Review	400
With Requested Consultant Review (e.g., critical areas consultant, etc.)	400+Consultant fees
RECONSIDERATION OF DECISION by:	
Planning Director	200
City Council	200
Hearing Examiner	100+Hearing Examiner cost
RECORDING FEES	At cost (paid directly to Snohomish County)
REZONES – ZONING MAP AMENDMENTS	
Rezone Minor	500+Hearing Examiner cost
Rezone Major	1,000+Hearing Examiner cost
RIGHT OF WAY	
Right of Way Permit	
Individual Residential (outside roadway improvements)	50
All Others	200
Right of Way Vacation	1,000
Road Cuts (required only for pavement cuts where roadway overlay is not required by City)	2 per square foot
SEPA REVIEW (does not include critical areas review, which is a separate fee)	
Planned Action Project Certification Review including SEPA Checklist	750
Review of SEPA Checklist	750
Review of requested studies	100 per hour 2 hour minimum
Review of requested traffic studies	100 per hour 2 hour minimum
Review of requested drainage studies	100 per hour 2 hour minimum
Environmental Impact Statement (EIS)	100 per hour 10 hour minimum
Addendum	300
SEPA Appeals (to Hearing Examiner)	200+Hearing Examiner cost

Action/Permit/Determination	Fee (\$)
SHORELINE PERMITS (may also require SEPA and critical area review fees)	
Mooring Buoy Application	200
Shoreline Conditional Use	1,500+Hearing Examiner cost
Shoreline Exemption	200
Shoreline Exemption with Floodplain Development Permit	300
Shoreline Substantial Development	+Hearing Examiner if requested by public
—Related to Single Family Residence	500
—Related to Multifamily Residence or Commercial Property	1,500
—Related to Subdivision	2,000
—Other	2,500
Shoreline Variance	1,500+Hearing Examiner
SHORT-TERM RENTAL	
Initial Application	500
Annual Renewal	100
SIGN PERMITS	
Sign Permit	200+50/sign
Sign Insert replacements (fee applies to replacement cabinet signs with no structural or size modifications)	25
Master Sign Program Permit	600
SUBDIVISIONS (1-9 lots—Short Plat; more than 9 lots—Plat)	
Preliminary Short Plat	4,320
Final Short Plat	765
Final Plat / Short Plat Pre-check and Survey Review	100/hour, 2-hour minimum plus \$1,000 survey deposit
Short Plat Alteration	1,225
Short Plat Vacation	1,225
Preliminary Plat	10,030
Final Plat	1,565 + 100 per lot or unit + Survey Consultant Review cost
Plat Alteration	1,600
Plat Vacation	1,600
Street Signs (per Manual on Uniform Traffic Control Devices)	Purchased & installed by applicant per code & consistent with MUTCD
VARIANCE (Hearing Examiner review)	1,100+Hearing Examiner cost

Action/Permit/Determination	Fee (\$)
ZONING CERTIFICATION LETTER	200

Land Use Fees – Table A: All fees listed below include the following: two complete submittal reviews, public notice (as applicable based on the permit Type) a land use decision, and required inspections and associated indirect costs. After two reviews, each subsequent review is subject to an hourly review rate as well any additional consultant costs.

Permit Type	Fee
Type I Land Use Permits – Administrative without Public Notice	
<u>Administrative Modifications</u>	<u>\$990</u>
<u>Adult Family Home</u> (also requires Home Occupation Business License and Building Permit)	<u>\$480</u>
<u>Boundary Line Adjustments</u>	<u>\$1,050</u>
<u>Change of Use</u>	<u>\$690</u>
<u>Code Interpretation</u>	<u>\$840</u>
<u>Construction Plan Approval</u>	<u>\$5,600</u>
<u>Design Review</u>	<u>\$1,050</u>
<u>Event Level 1</u>	<u>\$100 (+ Fire Permit fee)</u>
<u>Event Level 2</u>	<u>\$225 (+ Fire Permit fee)</u>
<u>Event Level 3</u>	<u>\$325 (+ Fire Permit fee)</u>
<u>Event Level 4</u>	<u>\$1050 (+ Fire Permit fee)</u>
<u>Event Level 4 Deposit</u>	<u>80% of City estimated cost for City Services</u>
<u>Event Expediated Review Fee</u>	<u>\$100</u>
<u>Boat Launch Closure</u>	<u>\$200/day</u>
<u>Recycle Containers</u>	<u>Status quo until mid-year adjustment in 2025.</u>
<u>EDDS Deviation / Frontage Improvement Waiver</u>	<u>\$470</u>
<u>Floodplain Development Permit (standalone)</u>	<u>\$470</u>
<u>Home Occupations</u>	<u>Status quo until mid-year adjustment in 2025.</u>
<u>Legal Lot Status Determination</u>	<u>\$570</u>
<u>Land Disturbance, Minor</u>	<u>\$930</u>
<u>Mobile Food Vendor</u>	<u>\$240 License + Fire Permit</u>
<u>Mobile Food Vendor Renewal</u>	<u>\$120 Renewal + Fire Permit</u>
<u>Multi-Family Tax Exemption</u>	<u>\$810</u>
<u>Pasture/Waste Management Plan (LSMC 5.18.040)</u>	<u>\$240</u>
<u>Reasonable Use Exception</u>	<u>\$470 + Critical areas review fee</u>
<u>Shoreline Exemption</u>	<u>\$570</u>
<u>Shoreline Exemption with Floodplain Development Permit</u>	<u>\$690</u>
<u>Mooring Buoy</u>	<u>\$200</u>
<u>Short Term Rentals</u>	<u>\$510</u>
<u>Short Term Rental Renewal</u>	<u>\$120</u>
<u>Signs</u>	<u>\$240</u>

<u>Sign, Master Sign Program</u>	<u>\$600</u>
<u>Temporary Residence</u>	<u>\$240</u>
<u>Temporary Mobile/Modular Public Structures in any zone</u>	<u>\$240</u>
<u>Temporary Structures</u>	<u>\$240</u>
<u>Underground Utility Deviations</u>	<u>\$470</u>
<u>Zoning Verification Letter</u>	<u>\$360</u>
<u>Type II Land Use Permits – Administrative with Public Notice</u>	
<u>Administrative Conditional Use</u>	<u>\$1,255</u>
<u>Administrative Variance</u>	<u>\$1,255</u>
<u>Binding Site Plan</u>	<u>\$7,860</u>
<u>Binding Site Plan Revision</u>	<u>\$1,400</u>
<u>Short Subdivision, Preliminary</u>	<u>\$3,060</u>
<u>Short Subdivision Alterations</u>	<u>\$1,620</u>
<u>Short Subdivision, Pre-check and Survey Review</u>	<u>Consultant review cost + hourly staff review</u>
<u>Short Subdivision, Final</u>	<u>\$1,045</u>
<u>Short Subdivision, Vacation</u>	<u>\$1,620</u>
<u>Subdivision, Final</u>	<u>\$3,055</u>
<u>Major Land Disturbance Permit</u>	<u>\$1,375</u>
<u>Major Land Disturbance with Class IV Forest Practices</u>	<u>\$1,615</u>
<u>Shoreline Substantial Development Permit</u>	<u>\$1,135</u>
<u>Site Plan Review</u>	<u>\$1,280</u>
<u>Temporary Encampments</u>	<u>\$2,310</u>
<u>Type III – Quasi-Judicial, Hearing Examiner</u>	
<u>Conditional Uses</u>	<u>\$4,300</u>
<u>Preliminary Subdivisions</u>	<u>\$10,300</u>
<u>Shoreline Variances</u>	<u>\$3,820</u>
<u>Variances</u>	<u>\$3,820</u>
<u>Type IV – Quasi-Judicial, City Council with Hearing Examiner Recommendation</u>	
<u>Essential Public Facilities</u>	<u>\$4,300</u>
<u>Rezone, Minor – Site Specific Zoning Map Amendment</u>	<u>\$4,300</u>
<u>Secure Community Transition Facilities</u>	<u>\$4,300</u>
<u>Type V – Quasi-Judicial, City Council</u>	
<u>Right-of-Way Vacation</u>	<u>\$1,700</u>
<u>Type VI- Legislative, City Council with Planning Commission Recommendation</u>	
<u>Comprehensive Plan Amendment, Minor</u>	<u>\$3,600</u>
<u>Comprehensive Plan Amendment, Major Amendment (5-year cycle)</u>	<u>\$4,900</u>

<u>Development Agreement</u>	<u>\$3,380</u>
<u>Land Use Code Amendments (LSMC 14.16C.075)</u>	<u>\$3,380</u>
<u>Rezone, Major – Areawide Zoning Map</u>	<u>\$3,380</u>

<u>SEPA REVIEW</u>	
<u>SEPA Addendum</u>	<u>\$450</u>
<u>SEPA Appeal (to Hearing Examiner)</u>	<u>\$2,000 Hearing Examiner fee + hourly fee</u>
<u>SEPA, Environmental Impact Study (EIS)</u>	<u>\$1,200</u>
<u>SEPA, Planned Action Certification</u>	<u>\$810</u>
<u>Review of requested studies (including traffic, drainage, etc.)</u>	<u>\$240 (2 hour minimum) per study</u>
<u>SEPA Review (DNS or MDNS)</u>	<u>\$810</u>
<u>SEPA (Stand-alone Type II)</u>	<u>\$975</u>

<u>MISCELLANEOUS FEES</u>	
<u>APPEALS AND RECONSIDERATION</u>	
<u>Appeal, City Council</u>	<u>\$775</u>
<u>Appeal, Hearing Examiner</u>	<u>\$775 + Hearing Examiner Cost</u>
<u>Appeal, Shoreline Hearings Board</u>	<u>\$775</u>
<u>Contested Hearing (Code Enforcement)</u>	<u>\$350 + Hearing Examiner Cost</u>
<u>Reconsideration, Applicable Director</u>	<u>\$1,050</u>
<u>Reconsideration, Hearing Examiner</u>	<u>\$445 + Hearing Examiner fees</u>
<u>CONCESSIONS</u>	
<u>Background Check</u>	<u>\$70</u>
<u>Concession Agreement Review/Administration (lease rate)</u>	<u>Negotiated</u>
<u>Damage & Litter Deposit (refundable at end of contract)</u>	<u>Negotiated</u>
<u>Lease Rate</u>	<u>Negotiated</u>
<u>CONSULTANT FEES INCLUDING ATTORNEY REVIEW</u>	<u>Actual Cost + \$50 administrative fee</u>
<u>CRITICAL AREA REVIEW</u>	<u>Actual Cost + \$50 administrative fee</u>

IMPACT FEES	
<u>Park Mitigation Fees</u>	
<u>Single-family residences (e.g., single-family residence, duplex and manufactured home)</u>	<u>To be determined by council</u>
<u>Multifamily residences with two or more units</u>	<u>To be determined by council</u>
<u>Multifamily residences and Accessory Dwelling Units with 0-1 bedrooms</u>	<u>To be determined by council</u>
<u>School Mitigation Fees</u>	
<u>Lake Stevens Schools¹</u>	
<u>Detached Single Family Residence</u>	<u>\$13,730/unit</u>
<u>Townhouse/Multiplex</u>	<u>\$2,627/unit</u>
<u>Multifamily, 0-1 bedrooms</u>	<u>0</u>
<u>Multifamily, 2+ bedrooms</u>	<u>\$751/unit</u>
<u>Snohomish Schools¹</u>	
<u>Detached Single Family Residence</u>	<u>\$5,361/dwelling unit</u>
<u>Duplex/Townhouse</u>	<u>\$5,462/dwelling unit</u>
<u>Multi-Family (1 bedroom)</u>	<u>0</u>
<u>Multi-Family (2+ bedrooms)</u>	<u>\$1,357/dwelling unit</u>
<u>Traffic Mitigation Fees</u>	
<u>Traffic Impact Zone 1</u>	<u>\$2,894</u>
<u>Traffic Impact Zone 2</u>	<u>\$3,655</u>
<u>Traffic Impact Zone 3</u>	<u>\$3,655</u>
<u>MISCELLANEOUS STAFF REVIEW (...)</u>	<u>\$240 + hourly cost after</u>
<u>Review of requested studies</u>	<u>\$240 + hourly cost after</u>
<u>Tree Replacement Fee In-Lieu (per LSMC 14.76.120(e))</u>	<u>55/tree</u>
<u>Sign Non-Return Charge – if not returned within 7 days of permit approval</u>	<u>10/sign</u>
<u>Lake Safety Marker – one time fee for the Lake Safety Program for buoy purchase</u>	<u>\$350</u>
<u>PRE-APPLICATION CONFERENCE FEE</u>	<u>\$840 (Fees is credited toward application fee over \$1000 at submittal if received within 12 months from date of pre-application)</u>
<u>RECORDING FEES</u>	<u>Direct Recording Costs + Staff Hourly Rate.</u>

Section 3. Building Permit Fees. (Land Use fees, if required, are in addition to Building Permit fees.)

- A. Washington State Building Codes Adopted. The City of Lake Stevens does hereby incorporate by this reference as though fully set forth the fees from the current editions of:
1. The International Building Code (IBC)
 2. The International Residential Code (IRC)

3. The International Mechanical Code including the International Fuel Code, National Fire Protection Association 58 (Liquefied Petroleum Gas Code) and National Fire Protection Association 54 (National Fuel Gas Code)
4. The Uniform Plumbing Code
5. Washington State Barrier Free Regulations (Title 51 WAC)
6. Current edition of the Washington State Energy Code
7. The International Fire Code
8. Current edition of the Washington State Ventilation & Indoor Air Quality Code

B. Valuation for Calculating Building Permit Fees shall be determined according to the International Code Council "Building Valuation Data" which is herein incorporated by reference as though fully set forth. The "Building Valuation Data," including modifiers, is found in Building Safety Journal, and is published quarterly by the International Code Council. Subsequent ~~semi-~~ annual revisions of the "Building Valuation Data" shall be automatically incorporated by this reference to be effective immediately following each new publication. Building permit fees shall be based on the formulas contained in Table 1A.

Table 1A: Building Permit Fees

Total Valuation	Fee
\$1.00 to \$499.99	\$23.50
\$500.00 to \$1,999.99	\$23.50 for the first \$499.99 plus \$3.05 for each additional \$100, or fraction thereof, up to and including \$1,999.99.
\$2,000.00 to \$24,999.99	\$69.25 for the first \$1,999.99 plus \$14 for each additional \$1,000, or fraction thereof, up to and including \$24,999.99.
\$25,000.00 to \$49,999.99	\$391.25 for the first \$24,999.99 plus \$10.10 for each additional \$1,000, or fraction thereof, up to and including \$49,999.99.
\$50,000 to \$99,999.99	\$643.75 for the first \$49,999.99 plus \$7.00 for each additional \$1,000, or fraction thereof, up to and including \$99,999.99.
\$100,000 to \$499,999.99	\$993.75 for the first \$99,999.99 plus \$6.50 for each additional \$1,000, or fraction thereof, up to and including \$499,999.99.
\$500,000 to \$999,999.99	\$3,233.75 for the first \$499,999.99 plus \$4.75 for each additional \$1,000, or fraction thereof, up to and including \$999,999.99.
\$1,000,000 and up	\$5,608.75 for the first \$999,999.99 plus \$3.65 for each additional \$1,000, or fraction thereof.

<u>Building Fees – Table 1A</u>	
<u>Total Value</u>	<u>Fee</u>
<u>Fees for permits include permit process, file management, payment processing, coordination and inspections which are comprehensive, with two (2) corrections each; all additional inspections, and</u>	

<u>submittals shall be charged at the hourly rate after two.</u>	
<u>\$1-\$1,000</u>	<u>\$63</u>
<u>\$1,001-\$2,000</u>	<u>\$63 first \$500 plus \$5 each \$100 or fraction</u>
<u>\$2,001-\$25,000</u>	<u>\$110 first \$2,001 plus \$20 each \$1,000 or fraction</u>
<u>\$25,001-\$50,000</u>	<u>\$575 first \$25,001 plus \$14 each \$1,000 or fraction</u>
<u>\$50,001-\$100,000</u>	<u>\$993 first \$50,001 plus \$10 each \$1,000 or fraction</u>
<u>\$100,001-\$500,000</u>	<u>\$1,500 first \$100,001 plus \$8 each \$1,000 or fraction</u>
<u>\$500,001 to \$1,000,000 (recommend and up)</u>	<u>\$4,743 first \$500,001 plus \$6 each \$1,000 or fraction</u>
<u>\$1,000,001 and up (recommend removing)</u>	<u>\$4,743 first \$500,001 plus \$6 each \$1,000 or fraction</u>

Table B2: Schedule of Miscellaneous Building Permit Fees

<u>Building Permit Fees – Table B2</u>	
<u>Miscellaneous Building Permit Fees</u>	
<u>Permit Type</u>	<u>Fee</u>
<u>Fees for plan review are comprehensive, with two (2) review correction cycles; all additional plan reviews shall be charged at the hourly rate.</u>	
<u>Basic Plan Set-up fee</u>	<u>\$240 permit fee</u>
<u>Demolition</u>	<u>\$120 permit + \$120/hr (1hr min.) and hourly whichever is greatest plan check</u>
<u>Fence/Retaining Wall</u>	<u>Table 1A based on value permit fee + 65% of permit fee or \$120/hr (1hr min) and hourly whichever is greatest plan check</u>
<u>Manufactured Home (add residential/commercial and Modular)</u>	<u>Table 1A based on value (placement, skirting and egress) permit fee + 65% of permit fee or \$120/hr (1hr min) and hourly whichever is greatest plan check</u>
<u>Certificate of Occupancy (change to no construction, update or reissue and add Temporary Certificate of Occupancy)</u>	<u>\$240/hr (2hr min) whichever is greatest permit + \$240 (2hr min) and hourly whichever is greatest plan check (if required)</u>
<u>Adult Family Home (add WABO Review/Inspection ONLY)</u>	<u>\$240/hr (2hr min) whichever is greatest permit + \$240 (2hr min) and hourly whichever is greatest plan check (if required)</u>
<u>Revisions</u>	<u>\$240 (2hr min) and hourly whichever is greatest plan check</u>
<u>Inspection-miscellaneous/other not specifically listed</u>	<u>\$120/hr (1hr min) and hourly whichever is greatest permit</u>
<u>Inspection-overtime (overtime determined by the building official based on staff availability)</u>	<u>\$360 (2hr min at rate of \$180) and hourly whichever is greatest whichever greatest permit</u>
<u>Re-inspection (add for uncorrected violations after 2nd inspection, or cancellation after 7am notice)</u>	<u>\$120/hr and hourly whichever is greatest permit</u>
<u>Investigation-stop work and/or cease and desist (add to fee schedule)</u>	<u>2 times permit</u>

<u>Reinstatement of expired permits shall be determined by building official, shall not be across code cycles and within 1 year of expiration date without changes to plans</u>	<u>\$240 (2hr min) whichever greatest permit + \$120 (1hr min) and hourly whichever is greatest plan check</u>
<u>Deck, Dock</u>	<u>Proposed update (uncovered /covered deck value, Dock and (add) R-3 Unfinished basement Valued at: BVD and updated annually per CPI-U \$15</u> <u>\$40/sq.ft. - uncovered</u> <u>\$30 \$45/Sq. ft - dock</u> <u>(\$17 \$50/sq.ft. - covered</u> <u>Unfinished basement (R-3) = \$25/sq.ft</u>

Table B3: Mechanical and Plumbing Fees

<u>Building Permit Fees – Table B3</u>	
<u>Mechanical and Plumbing Fees</u>	
<u>Permit Type</u>	<u>Fee</u>
<u>Fees for inspections are comprehensive, with two (2) corrections each; all additional inspections shall be charged at the hourly rate.</u>	
<u>Mechanical All types</u>	<u>Residential new -10% of building permit fee. Add/alter-\$200 w/4 pieces of equipment over 4-\$15 each additional.</u> <u>Commercial - table 1A based on value of the equipment and installation. Add/alter not requiring plan check-\$200 w/4 pieces of equipment over 4-\$15 each additional.</u>
<u>Plumbing All types</u>	<u>Residential new-10% of building permit fee. Add/alter-\$200 w/4 pieces of equipment over 4-\$15 each additional.</u> <u>Commercial - table 1A based on value of the fixtures and installation. Add/alter not requiring plan check-\$200 w/4 pieces of equipment over 4-\$15 each additional.</u>

C. Plan Review Fees:

Residential:

- ~~New construction & additions: 65% of permit fee using Table 1A~~
- ~~Repairs & Alterations: \$100 per hour (min. 1 hour)~~
- ~~Basic House Plan Review — see Table B2~~

Commercial:

- ~~New construction & additions: 85% of permit fee using Table 1A~~
- ~~Tenant Improvements (TI) & Alterations: 85% of permit fee using Table 1A **OR** \$100 per hour (min. 1 hour) as determined by the building official~~
- ~~Plumbing & mechanical: 25% of permit fee or City's hourly rate of \$100 per hour (min. 1 hour)~~

<u>Building Permit Fees – Table C</u>	
<u>Plan Review Fees</u>	
<u>Permit Type</u>	<u>Fee</u>
<u>Fees for plan review are comprehensive, with two (2) review correction cycles; all additional plan reviews shall be charged at the hourly rate. Valuation of plumbing and mechanical work for determining the plumbing and mechanical permit fees shall be based on the plumbing and mechanical work for each permit and listed for combination permits separately.</u>	
<u>Residential, (Duplex and IRC Townhomes)</u>	<u>65% of table 1A or \$120 (1hr min) whichever is greatest</u>
<u>Basic House plan check</u>	<u>See table 2B</u>
<u>Commercial, (Multi-Family and Mixed Use)</u>	<u>65% of table 1A or \$120 (1hr min) whichever is greatest</u>
<u>Plumbing & Mechanical-Commercial, Multi-Family and Mixed Use</u>	<u>40% of Plumbing & Mechanical permit fee or \$120 (1hr min) whichever is greatest</u>
<u>Other: All overtime plan review as determined by the building official based on staff availability</u>	<u>\$360 (2hr min at \$180 hourly) and hourly whichever is greatest plan check</u>

D. ~~Fire Department Commercial Plan Review:~~

~~New or Tenant Improvement Building Permits — Applies to all Occupancies except Group U~~

Construction Valuation	-
From: To:	Fee

Group R-3 or IRC Dwellings (regardless of valuation)		\$30
\$0	\$1,000	\$30
\$1,001	\$5,000	\$115
\$5,001	\$10,000	\$175
\$10,001	\$20,000	\$200

\$20,001	\$45,000	\$260
\$45,001	\$100,000	\$315
\$100,001	\$250,000	\$430
\$250,001	\$500,000	\$545
\$500,001	\$1,000,000	\$690
\$1,000,001	\$1,500,000	\$775
\$1,500,001	\$2,000,000	\$835
\$865 plus \$55 per \$500,000 (prorated over \$2		
>\$2 million		million

<u>Fire Department Commercial Plan Review</u>	
<u>Building Permit Table D - Fire Fees (SRFR) 2025 fees are hereby adopted by reference Table A)</u>	
<u>Plan Review Fees</u>	
<u>Total Value</u>	<u>Fee</u>
<u>Fees for plan review are comprehensive, with two (2) review correction cycles; all additional plan reviews shall be charged at the hourly rate.</u>	
<u>New or Tenant Improvement Building Permits – Applies to all Occupancies except Group U (Adopt Snohomish Regional Fire & Rescue (SRFR) by reference. Section 2, table A Building Permit Fees</u>	
<u>Group R-3 or IRC Dwellings (regardless of valuation)</u>	<u>\$31</u>
<u>\$0-\$1000</u>	<u>\$31</u>
<u>\$1,001-\$5,000</u>	<u>\$31</u>
<u>\$5,001-\$10,000</u>	<u>\$61</u>
<u>\$10,001-\$20,000</u>	<u>\$10,001-\$28,000</u> <u>\$91</u>
<u>\$20,001-\$45,000</u>	<u>\$28,001-\$55,000</u> <u>\$180</u>
<u>\$45,001-\$100,000</u>	<u>\$55,001-\$275,000</u> <u>\$299</u>
<u>\$100,001-\$250,000</u>	<u>\$275,001-\$550,000</u> <u>\$419</u>
<u>\$250,001-\$500,000</u>	<u>\$550,001-\$1,000,000</u> <u>\$568</u>
<u>\$500,001-\$1,000,000</u>	<u>\$1,000,001-\$2,000,000</u> <u>\$788</u>
<u>\$1,000,001-\$1,500,000</u>	<u>\$2,000,001-\$5,000,000</u> <u>\$896</u>
<u>\$1,500,001-\$2,000,000</u>	<u>\$5,000,001-\$10,000,000</u> <u>\$1,076</u>
<u>>\$2 million</u>	<u>Over \$10,000,000 \$1,254 fee plus \$66 per \$500,000</u>

E. — Other Inspections and Fees:

See Section II Tables D and E for Sprinkler and Alarm fees.

Inspections outside of normal business hours: \$100/hour, 2 hour minimum.

Reinspection fees assessed at \$100 per hour (1 hour minimum).

Penalty for commencing work prior to permit issuance: Double permit fee.

Inspections for which no fee is specifically indicated: \$100/hour (1/2 hour minimum).

Additional plan review required by changes, additions or revisions to plans: \$100/hour.

For use of outside consultants for plan checking and inspections, or both: Actual Costs

- E. Fire (SRFR) 2025 fees are hereby adopted by reference. See SRFR section 4 Tables A, B, C, D and E, F, G, H, I, J, K, L, M, N and O for Sprinkler and Alarm fees, Operational, Investigation, Miscellaneous, City Administrative and Technology.

- F. Miscellaneous Building Permit Fees. Tables B2 and B3 specifies those fees charged for permits to be issued pursuant to the Washington State Building Code and which are not included in the provisions of Subsections A and B:

Table B2: Schedule of Miscellaneous Building Permit Fees

Permit	Fee (\$)		
	Permit	Plan-Check	Total
Accessory Structures	Valued as Utility (BVD) See Table 1A for fees	65% of permit fee	Permit fee + plan-check fee
BASIC HOUSE PLAN REVIEW			
Initial Plan	See table 1A		
Set-up fee			200
Basic Plan		20% of permit fee per Table 1A	Per Table 1A
State Building Code fee (each residential permit)	\$6.50		\$6.50
Each additional residential unit	\$2.00		\$2.00
Each Commercial permit (per RCW 19.27.085)	\$25.00		\$25.00
Deck	Valued at: \$15/sq.ft.—uncovered \$17/sq.ft.—covered See Table 1A for fees	65% of permit fee	Permit fee + plan-check fee
Demolition	\$100		\$100
Deck	Valued at: \$30/sq.ft. See Table 1A for fees	65% of permit fee	Permit fee + plan-check fee
Fence/Retaining Wall	\$100	\$100/hr (1 hr	\$100 +

Permit	Fee (\$)		
	Permit	Plan Check	Total
		min)	plan-check fee
Manufactured Home Placement ((& Skirting))	\$225		\$225
Certificate of Occupancy	\$100		\$100
Reroof: Residential Residential with sheathing Commercial	\$40.00 \$90.00 Refer to Table1A	 Same as Commercial TI	\$40.00 \$90.00 Permit fee + plan check fee
Adult Family Home	\$200		\$200
Re-inspection	\$100		\$100

— Current BVD = Building Valuation Data, International Code Council

Table B3: Mechanical and Plumbing Fees

Mechanical Fees		Plumbing Fees	
Mechanical Permit	35.00	Plumbing Permit	35.00
AC unit <100,000k	20.00	Back Flow Preventer	10.00
AC unit 100,000k—499,999 k	30.00	Bathtub	10.00
AC unit 500,000k and up	40.00	Commercial Dishwasher	15.00
Air Handlers <10,000 CFM	13.00	Drinking Fountain	10.00
Air Handlers 10,000 CFM and up	23.00	Floor Sink or Drain	10.00
Boilers	15.00	Grease Interceptor	50.00
Commercial Incinerator	30.00	Grease Traps	10.00
Condensers	20.00	Hose Bibs	10.00
Domestic Incinerator	20.00	Ice Makers	10.00
Duct Work	15.00	Kitchen Sink	10.00

Mechanical Fees		Plumbing Fees	
Evaporative Cooler	15.00	Laundry Tray	10.00
Forced Air System <100,000 BTU	18.00	Lavatory	10.00
Forced Air System 100,000 or more BTU	24.00	Lawn Sprinkler System	10.00
Gas Clothes Dryer	15.00	Medical Gas 1–5	50.00
Gas Piping 1–4 Outlets	11.00	Medical Gas, for each one over five	10.00
Additional Outlets	1.00	Mop Sink	10.00
Heat Exchanger	15.00	Other	10.00
Heat Pump	15.00	Pedicure Chair	10.00
Manf. Fireplace/Log Lite	18.00	Reclaimed Water System	40.00
Misc. Appliance	15.00	Residential Dishwasher	10.00
Range Hood—Residential	15.00	Roof Drains	10.00
Range Hood—Commercial	150.00	Shower	10.00
Refrigeration Unit <100K	20.00	Specialty Fixtures	10.00
Refrigeration Unit 100K—499K	30.00	Supplemental Permit	15.00
Refrigeration Unit 500K and up	40.00	Testing of Reclaimed Water System	30.00
Relocation Repair	15.00	Urinal	10.00
Stove Appliance	15.00	Vacuum Breakers 1–5	10.00
Supplemental Permit	15.00	Vacuum Breakers, for each one over five	2.00
Vent Systems	15.00	Washing Machine	10.00
Vent w/o Appliance	10.00	Waste Interceptor	10.00
Ventilation Fans	10.00	Water Closet	10.00
Wall/Unit Heaters	20.00	Water Heater	15.00
Water Heater	15.00	Water Service	10.00

Mechanical Fees		Plumbing Fees	
Wood Stoves	18.00		

Section 5. Animal Code Fees. Fees for other various services, actions, and permits related to Animal Control, as per LSMC Title 5, shall be as listed in Table D.

Table D: Animal Code Fees

Permit/Action	Fee (\$)
Dog/Cat License: – Each dog or cat licensed within 60 days of residency or within 60 days of acquiring pet, lifetime – Each dog or cat neutered or non-neutered, lifetime – Senior Citizen (defined as being 62 years of age or older) owners, lifetime – Service and guide dogs, lifetime – Duplicate license for lost or destroyed dog/cat tag – Duplicate license - Senior Citizen owners and Service/Guide Dogs – Other Code Violations: ■ First Offense, For first offense the fee for such violation will be set equivalent to the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts. ■ Second Offense, For the second offense, the fee for such violation shall be set equivalent to double the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts.	Free 20 Free Free 4 Free
Impound Fees for Cost Recovery: – Dogs and cats (at police kennel) – Animals – Dogs, Cats and other animals (at/or transported to animal shelter) As set forth by the Everett Animal Shelter animal impound fee schedule, plus an additional \$5.00 administrative fee for reviewing and processing billing statements.	25 30

— — Additionally, any costs incurred which exceed the base fee and which are associated with the collection, impoundment, maintenance, treatment, and destruction of the animal(s), any fees owing, and any costs of damage cause by the animal(s) shall be the liability of the owner. The City is not responsible for such costs incurred.	Varies
Pasture/Waste Management Plan (Sec5.18.040): <i>See Table A Land Use Fees</i>	

Section 6. Miscellaneous Police Fees. Fees for various Police services, actions, and permits shall be as listed in Table E.

Table E: Schedule of Miscellaneous Police Fees & Fines

Permit/Action/Service	Fee (\$)
Fingerprinting:	
1. For Concealed Pistol and Solicitor Licenses	State fee
2. People who work or reside in the City (per 2 cards)	10
3. People who do not work or reside in the City (per 2 cards)	20
Fine:	
1. Failure to pay fee (50% reduction if paid within 24 hours)	40
DUI cost recovery:	
1. Administrative fee	200
2. Jail booking fee (or as revised by Snohomish County or City of Marysville)	82
3. Daily lodging fee (or as revised by Snohomish County or City of Marysville)	61
False Alarm Fees:	
1. Second response to premises within six months after the first response	25
2. Third response to premises within six months after a second response	50
3. Fourth response to premises in six months after the third response and for all succeeding responses within six months of last response	100
Impound Fees for Cost Recovery:	
Signs if owner wants returned, per sign	25
Impound fee for wheeled recreational devices	60
Administrative storage fee for impounded vehicles	15
Fine for parking:	
1. Fine for parking as described in Lake Stevens Municipal Code Section 7.12.090, Prohibited Parking	50
2. Fine if paid within 24 hours	25
Off-duty Officer:	Refer to current billable rate schedule
Security for Non-profits	
Security for others (includes a 15% administrative fee)	
Special Event Services Deposit:	\$100 per hour of event with one hour minimum
(For special planned events that require additional police services)	
Letters for search of local criminal justice data bases	10
Administrative dismissal of infraction for operating motor vehicle without insurance – administrative fee	25

Section 7. Miscellaneous Fees. Fees for various other services, actions, and permits shall be as listed in Table F.

Table F: Schedule of Miscellaneous Fees and Fines

Permit/Action	Fee or Fine (\$)
Public Works and Parks and Recreation Departments : Hourly Rate for Service for Non-profits Hourly Rate for Service for others (includes a 15% administrative fee) Equipment/Assets: - Theft or Vandalism/Damage - Lost Items (applies when City items are leant out to events)	Refer to current billable rate schedule Actual Replacement Cost + 20% + Staff Time
Business Licenses: - Non-refundable Adult Entertainment (Cabaret) application Fee 100 - Adult Entertainment (Cabaret) Establishment (annual) 500 - Adult Entertainment (Cabaret) Establishment Manager/Entertainer (annual) 50/person - Business License Registration – Application 40 - Business License Registration – Annual Renewal 25 - Temporary business license Renewal 5 - Canvassers, Solicitors and Peddlers (includes City application fee, does not include Washington State Patrol fingerprint processing fee. License expires one year from date of application.) 75 for the 1st three employees, and \$10 for each additional employee - Live music and/or dance entertainment (annual) 50 - Games (annual) 50 - Pawnbroker and Second Dealers (annual) 500	
- Washington State Department of Licensing’s Master License Service - Business license handling fee (fees shall be automatically amended by the State)	Currently New Application \$19 Renewal \$11
Duplication of Public Records: (postage/delivery costs extra) For all records duplication regardless of format, first \$1 cumulative will be waived.	

Permit/Action	Fee or Fine (\$)
- In-house Copying of City documents to pdf when original document is not in electronic format.	15¢/page/side
- Electronic files or attachments uploaded to e-mail, cloud-based data storage service or other means of electronic delivery.	10¢/page/side \$1 extra for copy to CD
- Transmission of public records in an electronic format or for the use of agency equipment to send the records electronically. The City shall take reasonable steps to provide the record in the most efficient manner available to the agency in its normal operations.	5¢ per each four electronic files or attachments plus 10¢ per gigabyte
- Digital storage media or device provided by the City, the actual cost of any container or envelope used to mail the copies to the requestor and the actual postage or delivery charge	Actual Cost
- In-House duplication of City documents to CD, such as - Comprehensive Plan, Lake Stevens Municipal Code Title 14, - Urban Design Standards, Engineering Design and Development Standards, etc.	Actual Cost
- Documents or CDs printed by outside vendor	Actual cost to reproduce (minimum deposit required); requestor may arrange to pay outside vendor directly)
- Maps - Duplication of maps less than 11"x17"	\$0.15/page
- Maps - Duplication of maps greater than 11"x17" and	\$1 per square foot for in-house printing or actual cost if sent out to reproduce
- Special requests for plotted maps, aerials, plans, etc. (each)	\$0.84 per minute
- Police Body Worn Camera Redaction of audio/video	\$1/tape/disc Actual cost to reproduce
	40¢

Permit/Action	Fee or Fine (\$)
- Audio recordings of meetings: • Duplicated by Staff • Duplicated by outside vendor - Color photos (cost to reproduce) - Certified copy of a public record	\$5 for 1 st Page and \$1 each after the 1 st Page
Dishonored Check Fine (in payment of City services)	\$35
Technology Fee	A technology fee of three (3) percent will be assessed on city services including, but not limited to issued building and land use permits and park and event rentals.

Section 8. Community Facility Rental Fees. Fees for renting the City's Community Center and other facilities shall be as listed in Table G.

Table G: Schedule of Rental Fees

Classification	Rental Amount (\$)
Facilities	
Athletic Fields	Youth Sports: \$20 every 2hrs
	Adult Sports: \$30 every 2 hrs
Eagle Ridge Community Garden Bed Rental (Annually)	\$50 \$25 ADA Bed (half size)
The Mill	See Table G1 – G3

Table G1: Mill Rental Fees

	Saturday	Friday or Sunday	Mon-Thurs
Entire Mill	\$2000	\$1800	
Hartford Hall	\$1500	\$1200	\$85/hr \$800 all day
Hartford Hall w/ The Stack	\$1800	\$1500	\$1000

The Stack	\$70 /hr	\$70/hr	\$60/hr
Sawyers Room	\$120/hr	\$100/hr	

Non-Profit Rental Fee: 20% discount (rounded up to the nearest dollar)

1. ****Non-Profit Community Interest Groups** devoted to community interest whose activities generally take place within the geographical confines of the City of Lake Stevens. This classification would include, but not be limited to: Girl Scouts, Lake Stevens Historical Society and Lake Stevens Rowing Club. Non-profit group is defined as being registered with the Secretary of State as a non-profit.
2. Use of public facilities for the purpose of generating personal gain is prohibited without written agreement with the City of Lake Stevens.

Table G2: Mill Deposits

The Mill Deposits (refundable when the facility is returned to pre-rental condition and all rules and rental times are followed.

	Deposit	Add Alcohol	Deposit & Alcohol
Entire Mill or Two Rooms	\$500	\$500	\$1,000
Individual Rooms or Hourly	\$250	\$250	\$500

Table G2: The Mill – Other Fees

Cancellation Fee	\$250
Modification Fee (change in hours and/or days; not for adding hours before/after).	\$35

Section 9. Park Fees. Fees for boat launch parking and the rental of Park Shelters shall be as listed in Table H (below).

Table H: Schedule of Park Fees

	Number of shelters	Rate
Park Shelter/Facility	Rental fee	
Lundeen Park	North or South Shelter (half)	\$100
	Full Shelter (both sides)	\$200
North Cove Park Shelter		\$100

North Cove Park Observation Deck	\$100 \$
Mill Outdoor Plaza Rental	\$100
All Shelters/Facilities – Half Day Rentals	\$60 (Available during peak season, April 1 through September 30.)
Cancellation Fee for Shelters/Facilities	\$25 if cancelled more than 14 days in advanced. No refunds 14 days or less from reservation date.
Reservation Date Modification	\$10 (Modifications cannot be made 14 days or less from reservation date.)
Boat Launch Parking	\$10 for one day \$5 for three-hour parking
Annual Parking Pass	\$75 \$60 for Lake Stevens Residents (One per household)
Technology Fee (CivicRec Transactions)	3%

Section 10. Stormwater Utility and Lake Management Charges. Fees for the Stormwater Management Utility, as per LSMC Title 11, shall be as listed in Table IA (below).

Table IA: Stormwater Management Utility

Type	Impervious Area per Equivalent Service Unit	Annual Rate per
Residential and Multifamily Residential with Five or Fewer Units ¹	NA	\$273 Year 2025 \$281 Year 2026 \$290 Year 2027
All Other Customers, Including Commercial and Multifamily Residential with Six or More Units	3,000 square feet	\$273 Year 2025 \$281 Year 2026 \$290 Year 2027
Undeveloped ²	NA	No Charge
State Highways		Set in accordance with RCW 90.03.525
Low Income Senior or Disabled Exemption		Set in accordance with Snohomish County guidelines

1. Multifamily residential units with five or fewer units will be charged the ESU rate multiplied by the number of units.
2. Undeveloped lots are not altered from the natural state by construction and may include lakefront and split lots.

3. Surface water utility service charges are evaluated in accordance with LSMC Title 11.
4. A developed parcel will receive a minimum of one ESU.

Fees for the Lake Management, as per Title 11 LSMC, shall be listed in Table IB (below).

Table IB: Lake Management Benefit Assessment

Class		Impervious Surface %	Monthly Rate	Annual Rate
Lakefront Lot		NA	\$16.00 per parcel	\$192.00 per parcel
Split Lot		NA	\$11.33 per parcel	\$136.00per parcel

1. The lakefront lot assessment applies to each developed parcel within 200-feet of the lake shore. The split lot assessment applies to each land parcel with a portion of the lot abutting the lake shore and an upland portion beyond the limits of the shoreline master program. Each parcel abutting the lake will be charged a lakefront/split lot surcharge in addition to the appropriate Stormwater Management Utility rate.
2. Lakefront lots developed with only a dock or other over the water structure are developed parcels.
3. Lakefront /split lot parcels with multiple single family structures will be charged the applicable assessment in addition to the single family Stormwater Management Utility rate multiplied by the number of units.
4. Commercial lakefront/split lot parcels will be charged a lakefront/split lot assessment in addition to the appropriate rate category by their percentage of impervious surface.
5. Parcels with a common interest in a community beach will be charged a proportionate share of the lakefront assessment in addition to their single family (or other) Stormwater Management Utility rate.

~~Section 11. Fire Safety Inspections, Permits and Fire District Related Service Fees~~

~~Fees for fire safety inspections, permits and Fire District related services shall be as listed in Tables A through L below. Fees listed in Tables C through K are comprehensive for plan review, permit issuance, and two (2) site inspections per inspection item.~~

Table A – Fire Safety Inspection Fees	
Inspected Square footage (SF)	Fee
1-1,000	\$25
1,001-2,500	\$50
2,501-10,000	\$75
10,001-50,000	\$150
50,001-150,000	\$300
150,001-400,000	\$425
Over 400,000	\$550
R-2 Apartment Buildings	Fee
1 and 2 story	\$25

3 story and greater	\$50
Interior halls	SF Fee
Other Fees	Fee
Re-inspection Fee (for uncorrected violations are time of re-inspection)	\$50

Table B—Operational Fire Permits			
An Operational Fire Permit constitutes permission to store, or handle hazardous materials, or to operate processes that may produce conditions hazardous to life or property.			
An Operational Fire Permit is required prior to engagement in the activities, operations, practices, or functions described in IFC 105.6 AND, if an ongoing operation, is required to be renewed at least annually.			
Request for waivers of fees for non-profit events, in accordance with Title 9.28.135, shall be made in writing to the Fire Marshal no less than 7 days before the event.			
IFC Reference	Permit	Required for:	Fee
105.6.1	Aerosol Products	Level 2 or Level 3 aerosol products in excess of 500 pounds.	\$75
105.6.2	Amusement Buildings	Operation of a special amusement building.	\$75
105.6.3	Aviation Facilities	Using a Group H or Group S occupancy for aircraft servicing or repair and aircraft fuel-servicing vehicles.	\$75
105.6.4	Carbon Dioxide Systems	Carbon dioxide systems having more than 100 pounds of carbon dioxide.	\$75
105.6.5	Carnivals and Fairs	Conducting a carnival or fair.	\$75
105.6.6	Cellulose Nitrate Film	Storage, handling or using cellulose nitrate film in a Group A occupancy.	\$75
105.6.7	Combustible Dust Producing Operations	Operation of a grain elevator, flour starch mill, feed mill, or a plant pulverizing aluminum, coal, cocoa, magnesium, spices or sugar, or other operations producing combustible dusts as defined in Chapter 2.	\$75
105.6.8	Combustible Fibers	Storage and handling of combustible fibers in quantities greater than 100 cubic feet.	\$75
105.6.9	Compressed Gases	Storage, use or handling of compressed gases in excess of the amounts listed in Table 105.6.9.	\$75

105.6.10	Covered and Open Mall Buildings	(1) The placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall. (2) The display of liquid or gas-fired equipment in the mall. (3) The use of open flame or flame-producing equipment in the mall.	\$75
105.6.11	Cryogenic Fluids	Production, storage, transportation on site, use, handling or dispensing cryogenic fluids in excess of the amounts listed in Table 105.6.11.	\$75
105.6.12	Cutting and Welding	Cutting or welding operations.	\$75
105.6.13	Dry Cleaning	Dry cleaning or to change to a more hazardous cleaning solvent used in existing dry cleaning equipment.	\$75
105.6.14	Exhibits and Trade Shows	Operation of exhibits and trade shows	\$75
105.6.15	Explosives	See Table D	Table D
105.6.16	Fire Hydrants and Valves	Contact water purveyor having jurisdiction.	No Fee
105.6.17	Flammable and Combustible Liquids	See IFC 105.6.17 for permit requirements.	\$75
105.6.18	Floor Finishing	Floor finishing or surfacing operations exceeding 350 square feet using Class I or Class II liquids.	\$75
105.6.19	Fruit and Crop Ripening	Operation of a fruit or crop ripening facility or conduct a fruit ripening process using ethylene gas.	\$75
105.6.20	Fumigation and Insecticidal Fogging	Operation of a business of fumigation or insecticidal fogging, and to maintain a room, vault or chamber in which a toxic or flammable fumigant is used.	\$75
105.6.21	Hazardous Materials	Storage, transportation on site, dispensing, use or handling of hazardous materials in excess of	\$75

		the amounts listed in Table 105.6.21.	
105.6.22	HPM Facilities	Storage, handling or use hazardous production materials.	\$75
105.6.23	High-Piled Storage	Use of a building or portion thereof as a high-piled storage area exceeding 500 square feet.	\$75
105.6.24	Hot Work Operations	Hot work including, but not limited to: (1) Public exhibitions and demonstrations where hot work is conducted. (2) Use of portable hot work equipment inside a structure. (3) Fixed-site hot work equipment, such as welding booths. (4) Hot work conducted within a wildfire risk area. (5) Application of roof coverings with the use of an open flame device. (6) Where approved, the fire code official shall issue a permit to carry out a hot work program.	\$75
105.6.25	Industrial Ovens	Operation of industrial ovens regulated by Chapter 30.	\$75
105.6.26	Lumber Yards and Woodworking Plants	Storage or processing of lumber exceeding 100,000 board feet.	\$75
105.6.27	Liquid or Gas-Fueled Vehicles or Equipment in Assembly Buildings	Display, operation or demonstration of liquid or gas-fueled vehicles or equipment in assembly buildings.	\$75
105.6.28	LP-Gas	(1) Storage and use of LP-gas. (2) Operation of cargo tankers that transport LP-gas.	\$75
105.6.29	Magnesium	Melting, casting, heat treatment or grind more than 10 pounds of magnesium.	\$75

105.6.30	Miscellaneous Combustible Storage	Storage in any building or upon any premises in excess of 2,500 cubic feet gross volume of combustible empty packing cases, boxes, barrels or similar containers, rubber tires, rubber, cork or similar combustible material.	\$75
105.6.31	Motor Fuel Dispensing Facilities	Operation of automotive, marine and fleet motor fuel-dispensing facilities.	\$75
105.6.32	Open Burning	Kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground.	\$75
105.6.33	Open Flames and Torches	Removing paint with a torch; or to use a torch or open flame device in a wildfire risk area.	\$75
105.6.34	Open Flames and Candles	Use of open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments.	\$75
105.6.35	Organic Coatings	Any organic coating manufacturing operation producing more than 1 gallon of an organic coating in one day.	\$75
105.6.36	Places of Assembly	Operation a place of assembly.	\$75
105.6.37	Private Fire Hydrants	The removal from service, use or operation of private fire hydrants.	\$75
105.6.38	Pyrotechnic Special Effects Material	Use and handling of pyrotechnic special effects material.	\$75
105.6.39	Pyroxylin Plastics	Storage or handling of more than 25 pounds of cellulose nitrate (pyroxylin) plastics, and for the assembly or manufacture of articles involving pyroxylin plastics.	\$75
105.6.40	Refrigeration Equipment	Operation of a mechanical refrigeration unit or system regulated by Chapter 6.	\$75
105.6.41	Repair Garages and Motor Fuel Dispensing Facilities	Operation of repair garages.	\$75

105.6.42	Rooftop Heliports	Operation of a rooftop heliport.	\$75
105.6.43	Spraying or Dipping	Conducting a spraying or dipping operation utilizing flammable or combustible liquids, or the application of combustible powders regulated by Chapter 24.	\$75
105.6.44	Storage of Scrap Tires and Tire Byproducts	Establishing, conducting or maintaining storage of scrap tires and tire byproducts that exceeds 2,500 cubic feet of total volume of scrap tires, and for indoor storage of tires and tire byproducts.	\$75
105.6.45	Temporary Membrane Structures and Tents	Operation of an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 400 square feet.	Table C
105.6.46	Tire-Rebuilding Plants	Operation and maintenance of a tire-rebuilding plant.	\$75
105.6.47	Waste Handling	Operation of wrecking yards, junk yards and waste material-handling facilities.	\$75
105.6.48	Wood Products	Storage of chips, hogged material, lumber or plywood in excess of 200 cubic feet.	\$75
105.6.49	Marijuana Extraction Systems	Use of a marijuana / cannabis extraction system regulated under WAC 314-55-104.	\$75
WAC 173-425-060	Residential Open Burning (Only for unincorporated Snohomish County within Lake Stevens Fire District boundary)	Outdoor burning of leaves, clippings, prunings and other yard and gardening refuse originating on lands immediately adjacent and in close proximity to a human dwelling and burned on such lands by the property owner or his or her designee.	\$25

Table C – Special Assembly Permits	
IFC 105.7.18 Required to erect an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 400 square feet. Fees listed below include issuance of operational permit 105.6.45.	
Temporary Membrane Structures, Canopies and Tents	
Duration of Use	Fee
Less than 3 Days	No Fee
4-180 Days	\$60
Temporary Assembly Membrane Structures, Canopies and Tents	
Occupant Load	Fee
50-99 persons	\$60
Over 100 persons	\$115

Table D – Explosives	
IFC 105.6.15 Required for manufacturing, storage, handling, sale or use of any quantity of explosives, explosive materials, fireworks or pyrotechnic special effects within the scope of Chapter 56.	
Retail and Wholesale Fireworks	
Type	Fee
CFRS Facility – Wood Stand	\$100
CFRS Facility – Tent or Canopy	\$100
Fireworks sales in other than a CFRS Facility	\$100
Public Fireworks Display	
Type	Fee
Public Display (Licensed pyrotechnic operators in accordance with RCW 70.77 only)	\$250
Temporary Storage	\$175
Blasting	
Type	Fee
Blasting (Licensed blasters in accordance with WAC 296-52 only)	\$250
Temporary Storage	\$175

Table E – NFPA 72 Fire Alarm and Detection Systems and Related Equipment
IFC 105.7.6 Required for installation of or modification to fire alarm and detection systems and related equipment.
Devices include individual parts of a fire alarm system including, but not limited to initiating devices, notification appliances, NAC panels, modules, relays, remote annunciation panels, and other such devices. Each part of the system is one device.
Note: All Central Station Monitoring shall be UL or FM listed.

Tenant Improvement or Modification to Existing System	
Number of Devices	Fee
1-2	\$85
3-5	\$145
6-10	\$200
11-20	\$260
21-40	\$345
41-100	\$430
101-200	\$545
Over 200	\$660
New System	
Number of Devices	Fee
1-100	\$430
101-200	\$545
Over 200	\$660
FACP and/or Transmitter	
In addition to the above device fees shown, the following fees also apply:	
Condition	Fee
Replacement	\$145
New	\$230

Table F – Automatic Fire Extinguishing Systems and Components	
IFC 105.7.1 required for installation of or modification to an automatic fire extinguishing system.	
NEPA 13 and 13R Fire Sprinkler Systems &	
Devices are individual parts of an automatic fire extinguishing system including, but not limited to sprinkler heads, risers, valves, gongs and other such devices. Each part of the system is one device.	
Tenant Improvement or Modification to Existing System	
Number of Heads and Devices	Fee
1-2	\$85
3-5	\$145
6-10	\$200
11-20	\$260
21-40	\$345
41-100	\$430
101-200	\$545
201-300	\$660
Over 300	\$720

New System	
Number of Heads and Devices	Fee
1-100	\$430
101-200	\$545
201-300	\$660
Over 300	\$720
NFPA 13D Residential Fire Sprinkler Systems	
Number of Heads and Devices	Fee
1-10	\$200
11-25	\$260
Over 25	\$315
*Non-required NFPA 13D systems shall not be charged a fee for plan review, permits or inspections.	
UL 300 Commercial Cooking Hood Suppression Systems & NFPA 2001 Clean Agent Systems	
Type	Fee
Pre-Engineered	\$145
Custom-Engineered	\$315
NFPA 14 Standpipe Systems	
IFC 105.7.17 Required for the installation, modification or removal from service of a standpipe system.	
Class	Fee
I, II or III	\$175
NFPA 20 Fire Pumps and Related Equipment	
IFC 105.7.7 Required for installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers and generators.	
Quantity	Fee
1	\$345
2 or more	\$575

Underground Supply Piping for Automatic Sprinkler Systems	
IFC 105.7.20 Required for the installation of the portion of the underground water supply piping, public or private, supplying a water-based fire protection system. The permit shall apply to all underground piping and appurtenances downstream of the first control valve on the lateral piping or service line from the distribution main to one foot above finished floor of the facility with the fire protection system.	
Quantity of Supply Lines to Building	Fee
1	\$115
2 or more	\$230

Private Fire Hydrants	
IFC 105.7.13 Required for the installation or modification of private fire hydrants.	
Quantity	Fee
1	\$115
2 or more	\$230

Table G – Hazardous Materials	
IFC 105.7.10 Required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a storage facility or other area regulated by Chapter 50 where the hazardous materials in use or storage exceed the amounts listed in Table 105.6.21.	
Quantity	Fee
1-2 Hazardous Materials	\$115
3-5 Hazardous Materials	\$230
Over 5 Hazardous Materials	\$460

Table H – Gases, Liquids and Cryogenics	
Compressed Gases	
IFC 105.7.3 Where the compressed gases in use or storage exceed the amounts listed in Table 105.6.9, a construction permit is required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a compressed gas system.	
Type	Fee
Compressed Gas System	\$230
LP Gas	
IFC 105.7.12 Required for installation of or modification to an LP gas system.	
Tanks	Fee
500 Gallons or Less	\$115
501-1,000 Gallons	\$230
Over 1,000	\$460
Residential LP Gas System	\$85
Flammable and Combustible Liquids	
IFC 105.7.8 Required to (1) to install, repair or modify a pipeline for the transportation of flammable or combustible liquids. (2) To install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. (3) To install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank.	

Type	Fee
(1) Pipeline	\$230
(2) Vehicles, Equipment, Facilities, etc.	\$230
(3) Tanks	Fee
500 Gallons or Less	\$115
501-1,000 Gallons	\$230
Over 1,000 Gallons	\$460
Residential Fuel Tank Install or Abandonment	\$60
Cryogenic Fluids	
IFC 105.7.4 Required for installation of or alteration to outdoor stationary cryogenic fluid storage systems where the system capacity exceeds the amounts listed in Table 105.6.11.	
Quantity	Fee
500 Gallons or Less	\$115
501-1,000 Gallons	\$230
Over 1,000 Gallons	\$460

Table I – Spraying/Dipping, Industrial Ovens and Marijuana Extraction Systems	
Spraying or Dipping	
IFC 105.7.16 Required to install or modify a spray room, dip tank or booth.	
Type	Fee
Pre-Engineered Booth or Tank	\$175
Site-Built or Used Room, Booth or Tank	\$290
Industrial Ovens	
IFC 105.7.11 Required for installation of industrial ovens covered by Chapter 30.	
Class	Fee
Class A, B, C or D	\$290
Marijuana Extraction System	
IFC 105.7.19 Required to install a marijuana/cannabis extraction system regulated under WAC 314-55-104.	
Valuation	Fee
\$25,000 or Less	\$115
\$25,001-\$50,000	\$230
\$50,001-\$100,000	\$460
Over \$100,000	\$575

Table J – Power, Radio and Smoke Control Systems	
Battery System	
IFC 105.7.2 Required to install stationary storage battery systems having a liquid capacity of more than 50 gallons.	
Quantity	Fee
50-100 Gallons	\$115
Over 100 Gallons	\$230
Solar Photovoltaic Power System	
IFC 105.7.15 required to install or modify solar photovoltaic power systems.	
Type	Fee
Residential PV System	\$115
Commercial PV System	\$230
Emergency Responder Radio Coverage System	
IFC 105.7.5 required for installation of or modification to emergency responder radio coverage systems and related equipment.	
Type	Fee
Single Bi-Directional Antenna System	\$230
Distributed Antenna System	\$460
Smoke Control System	
IFC 105.7.14 required for installation of or alteration to smoke control or smoke exhaust systems.	
Type	Fee
Smoke Control Systems (Passive and Mechanical)	\$460

Table K – Gates and Barricades Across Fire Apparatus Roads	
IFC 105.7.9 Required for the installation of or modification to a gate or barricade across a fire apparatus access road.	
Quantity	Fee
1	\$115
2 or More	\$230

Table L – Miscellaneous Fees	
Description	Fee
After Hours Inspections (Regular Hours: Monday-Friday 8:00am – 4:00pm excluding Holidays)	\$100 per Hour; 1 Hour Minimum
Additional Plan Review Fee (required by (1) changes, (2) additions, or (3) revisions to approved plans)	\$100 per Hour; 1 Hour Minimum
City of Lake Stevens Administrative Fee (added to all fees collected by the City of Lake Stevens)	15% of Permit Fee
Construction Permit Extension (additional 180 days)	\$200

Construction Re-Inspection Fee (for uncorrected violations after 2nd site inspection)	\$100
Expired Construction Permit Re-Issuance (for expired permits not exceeding 1 year abandonment)	50% of Permit Fee
Firefighter Fire Watch or Standby	\$100 per Hour per Firefighter; 2 Hour Minimum
Fire Flow Determination	Contact Water Purveyor Having Jurisdiction
Outside Consultant Review	Actual Cost Plus 50% of Permit Fee
Work Without a Permit	Permit Fee x 3

Table M – Fire Investigation Fees	
Cause Determined As	Fee
Accidental, Natural or Undetermined	No Fee
Incendiary (intentionally set or criminal fire, arson)	Actual cost shall be billed to the convicted party for investigation, report preparation, courtroom preparation and testimony as received from Snohomish County in accordance with the current ILA.

PASSED by the City Council of the City of Lake Stevens on the 12th-17th day of ~~November~~December, 2024.

Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk



December 12, 2024

Mayor Brett Gailey
City of Lake Stevens
1812 Main Street
Lake Stevens, WA 98258

RE: Land Use and Building Permit Fees

Dear Mayor Brett Gailey,

On behalf of the 2,500 members of the Master Builders Association of King and Snohomish Counties (MBAKS), we would like to share concerns related to the recent proposal to increase park impact fees and ask that they remain unchanged until additional analysis can be completed.

MBAKS takes pride in building communities. Our members are professional homebuilders, architects, remodelers, tradespeople, planners and engineers, suppliers, manufacturers, and sales and marketing professionals in your community. We are committed to ensuring that all people can attain housing and believe that everyone deserves a place to call home.

Introduction

MBAKS has concerns with the proposed park impact fee increase and believes important issues still need to be analyzed or explained. In particular, the question as to whether the calculation of proposed park impact fees complies with the requirements under the Growth Management Act (GMA) and the statutory requirements for impact fees under RCW 82.02.020 et. seq.

A new park impact fee should not be set until an analysis is completed or explanation provided that demonstrates how the list of projects listed in the 6-year CIP are tied to the adopted Level of Service (LOS) for parks and how the projects are reasonably related to needs of new development. We ask that the park impact fees be returned to staff for further analysis before coming back for discussion.

Background

As you know, impact fees are one-time charges assessed by a local government against new development to help pay for new or expanded public capital facilities that will directly address the increased demand for services created by new development.

In addition, park impact fees must be used for “publicly owned parks, open space, and recreation facilities” that are addressed by a capital facilities plan element of a comprehensive plan adopted under the GMA. See RCW 82.02.050(4) and RCW 82.02.050(7).



Moreover, please keep in mind, impact fee revenues cannot be used to help pay for a specific capital project if that project is not listed or referenced within a comprehensive plan's capital facilities element, per RCW 82.02.050(5).

There are some restrictions to consider. First, local governments must establish a rate schedule for each type of development activity that is subject to impact fees, specifying the fee to be imposed for each type of system improvement (RCW 82.02.060). Also, impact fees must be expended or encumbered within 10 years of receipt unless there is an "extraordinary and compelling reason" for fees to be held longer, which must be documented in writing by the governing body (RCW 82.02.070).

Analysis

The CIP or CFP must outline the parks, open space and recreation facilities that will be built and that are "reasonably related" to the impacts caused by new development. The timeline for when the projects are needed to maintain the LOS as a result of new development must be clearly identified.

The 2024 Comprehensive Plan Update describes numerous park projects the City intends to undertake in the next 6-years any provides a "justification" for each one. Most of the projects that are identified as justified because a project "would help meet the public demand for ...", or "would meet the identified preference for ...", or "would help meet the goal of ..." However, those justifications fail to demonstrate how the projects are reasonably related to the impacts of new development.

The only project listed in the 2024 Comprehensive Plan Update that is justified as necessary to account for a LOS reduction that is a result of new development is Acquisition Project No.2 Neighborhood Park Acquisition (Comp Plan, pg. 5-30). The total cost of the land acquisition is \$500,000 to \$1 million. All the other park projects listed in the Capital Projects section of the 2024 Comprehensive Plan Update (pgs. 5-29 to 5-34) do not address how the project is required as a result of new development to maintain the adopted LOS.

The city attempts to calculate the impact fee by using the entire \$39,859,000 20-year Capital Facility Program 2024-2044 (Comp Plan, Table 9.1) and/or the 2025-2030 Capital Improvement Plan (Comp Plan, Table 9.2) as its project list. The city is basing its impact fee on building all the projects in the CFP or the CIP with new development paying 60% of the total project list cost. It is difficult to see where the list of capital projects contained in the CFP or CIP is in any way related to the need to maintain the existing park LOS except for Acquisition Project No.2.

At this point, the capital projects listed in the CFP represented the "wish list" of projects over 20 years with little documentation that the projects are designed to address the increased demand for park services created by new development. Moreover, many of the projects to be funded in the next 6 years from impact fees are justified "to meet public demand." This suggests those parks are intended to address



existing deficiencies perceived by the public and therefore are not reasonably related to addressing needs resulting from new development. See RCW 82.02.050(5).

Conclusion

MBAKS requests the city provide an analysis of the project list in Tables 9.1 and 9.2 demonstrating how those projects are reasonably related to new development and necessary to maintain the City's adopted LOS. Until the City provides such analysis showing how the proposed park fees comply with state law, the current park impact fee should remain in place. Once this analysis is complete an accurate park impact fee can be calculated based on those projects and the timeline for construction.

Please let us know if you have any questions or would like to discuss this further.

Sincerely,

Russell Joe

Russell Joe
Snohomish County Government Affairs Manager

Everyone deserves a place to call home.

cc: Lake Stevens City Council
Russ Wright, Community Development Director



One Community Around The Lake

Permit & Impact Fee Updates

RUSS WRIGHT, COMMUNITY DEV.
DIRECTOR

CAROL MANUS, BUILDING OFFICIAL

CHRISTI SCHMIDT, PLANNING MANAGER

DECEMBER 17, 2024

Background

- City Council has had two briefings on the proposed updates to city fee schedule including land use, building and impact fees
 - ✓ October 8, 2024
 - ✓ December 10, 2024





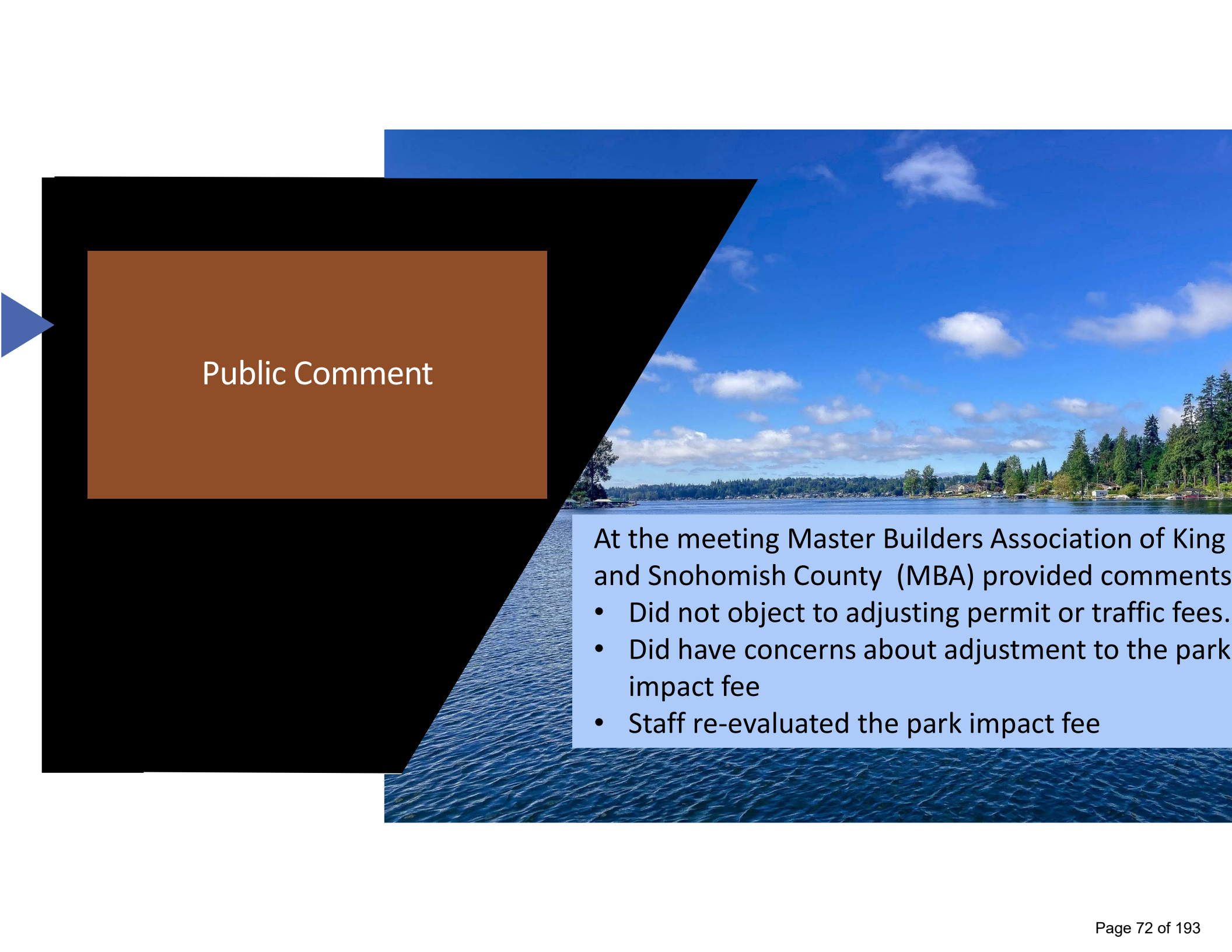
Background Results

- On an average, Lake Stevens permit fees are lower than other jurisdictions as are some of the proposed adjusted fees
- The city is not recovering full permitting costs based on hourly review costs & current market values
- We propose adjusting fees resulting in some increases & some decreases based on a cost-recovery basis & to comply with SB 5290

Background (Cont'd)

- December 10, 2024 staff held study session with Council to discuss fee adjustments, methodology, assumptions used to calculate the draft permit & impact fees
 - ✓ The park and traffic impact fees presented at the meeting.
 - ✓ Presentation emailed to Council for reference.





Public Comment

- At the meeting Master Builders Association of King and Snohomish County (MBA) provided comments
- Did not object to adjusting permit or traffic fees.
 - Did have concerns about adjustment to the park impact fee
 - Staff re-evaluated the park impact fee

Park Impact Fee Options

Staff is requesting Council's direction on its preference for an adjusted park impact fee based on the revised options.

Option 1 - Update based on current methodology to include growth related projects totaling approx. \$26 million

- \$4,864 single-family
- \$3,524 for multi-family units based on bedroom count.

Option 2 – Retain current fee, until park plan update is complete

Option 3 – Increase fee based on CPI-U of 4.42%

- \$4,339 for single-family
- \$3,138 for multi-family units based on bedroom count.



Staff Recommendation:

- ❖ Adjust land use & building permit fees based on the proposed hybrid model for cost recovery with an annual adjustment tied to CPI-U per Attachment 1
- ❖ Set the park impact fee based on your preferred option provided above
- ❖ Adjust the traffic impact fees based on CPI-U index as an interim measure to support the adopted level of service and reflect inflation until a thorough review is completed in early 2025



Discussion and Questions?

Council questions and staff clarifications

1. Valuation question was addressed at the meeting:

- ❖ Staff uses the square footage of the project and applies the fee from the building table to automatically calculate the construction costs.

2. How school impact fees relate to the proposed bond levies:

- ❖ Impact fees are used for capital improvements as analyzed in their respective capital plans. The city adopts the fees annually. The levy fees may be used on capital construction and for other items.

3. Allocation of the director (decision body) fee calculation:

- ❖ Both the staff and director fee are composite fees that use the average of different job descriptions plus benefits to establish the base fee. A 40% indirect cost multiplier is added. The actual cost is slightly higher than the \$210 rate proposed in the December 10, 2024 fee presentation. Staff recommends maintaining the proposed hourly rate of \$210.

4. Integration of artificial intelligence into permitting:

- ❖ Staff has and is looking for opportunities to use automation and AI where practical.



Motion to adopt Resolution 2024-0013

CITY COUNCIL STAFF REPORT



Agenda Date: 12/17/2024

Subject: Board and Commission Reappointments

Contact Person/Department: Kelly Chelin, Administration

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Confirm the Mayor's reappointment of the incumbents listed below to the Park Board, Salary Commission and Planning Commission.

SUMMARY/BACKGROUND:

The 6 incumbents listed below have terms that have expired. Each have expressed a desire to stay on their respective board or commission and have asked to be reappointed.

Name	New Term Expiration	Board/Commission
Dawn Williams	12/31/2028	Park Board
Carl Johnson	12/31/2028	Park Board
Roger Schollenberger	12/31/2028	Park Board
Jon Huber	12/31/2027	Salary Commission
Jennifer Schmidt	12/31/2027	Salary Commission
Connor Davis	12/31/2028	Planning Commission

APPLICABLE CITY POLICIES:

N/A

ATTACHMENTS:

None

CITY COUNCIL STAFF REPORT



Agenda Date: 12/17/2024

Subject: Construction Management Services for the Main Street Improvements Project

Contact Person/Department: Erik Mangold, Public Works

Budget Impact: \$3,820,000 is budgeted in 2025 for the construction of the Main Street Improvements Project. The construction contract with SCI Infastrucutre, Inc. is for \$3,076,521 and was authorized at the November 26, 2024 Council meeting. This construction management contract with KBA, Inc. is for \$495,978. This project was awarded a FHWA grant in the amount of \$3,304,000 for the construction phase.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the Professional Services Agreement with KBA, Inc. for construction management services for the Main Street Improvements Project.

SUMMARY/BACKGROUND:

Since this project is utilizing federal funds, WSDOT review and concurrence is required for funding compliance. This includes additional documentation and tracking requirements throughout the construction phase. As such, Public Works solicited a request for qualifications for construction management services on September 24, 2024. One statement of qualifications was received from KBA, Inc. Public Works and WSDOT Local Programs interviewed KBA per the state and federal procurement requirements, and selected them as the most qualified consultant. A scope and fee was negotiated with KBA, including the Washington State Office of Women & Minority Business Enterprise requirements to meet a 19% DBE goal. Public Works reviewed and verified this requirement and submitted the contract to WSDOT for concurrence. This contract for construction management services will be executed after Public Works receives WSDOT authorization to award.

The construction phase is anticipated to begin in January and should be substantially complete by June 2025.

APPLICABLE CITY POLICIES:

Procurement Policy, Capital Improvement Plan, Transportation Benefit Program, WSDOT Local Agency Agreement

ATTACHMENTS:

1. KBA-SCOPE - Main Street Improvements
2. Lake Stevens Main Street Improvements - KBA Estimated Budget Rev. 1

SCOPE OF SERVICES *for* **Main Street Improvements**

KBA, Inc. (Consultant) will provide Construction Management (CM) services to City of Lake Stevens (Client), for the project known as **Main Street Improvements** (Project). These services will include consultation, contract administration, documentation, and material testing, as required during the construction of the Project, as detailed below.

Project Description: Installation of curb bulb-outs for parking, replacing curb, gutter and sidewalks, constructing a 10ft multi-use path on the west side of the roadway, installing irrigation, landscaping, joint utility trench installation, pavement restoration and urban design improvements. The Designer of Record on this Project is TRANSPGROUP (Designer).

I. CONSTRUCTION MANAGEMENT SERVICES

A. Consultant Contract and Team Management: Provide overall day-to-day management of the Consultant contract and Team, including:

1. Decide on best modes and frequency of communication with Client and Designer. Liaison and coordinate with Client on a regular basis to discuss Project issues and status.
2. Manage Consultant Team, comprised of Consultant's staff and its subconsultants, if any. Organize and layout work for Consultant Team. Orient Client-provided Inspectors to Consultant inspection procedures and documentation.
3. Review monthly expenditures and Consultant Team scope activities. Prepare and submit to Client monthly, an invoice and progress report describing services provided that period. Prepare and submit reporting required by funding source(s), if any.

Deliverables

- *Monthly invoices and progress reports*
- *Reporting required by funding source(s), if any*

B. Preconstruction Services

1. Review Contract Documents to familiarize team with Project requirements.
2. Prepare a Construction Management Plan (CM Plan) for the Project. The CM Plan will be developed based on the Consultant's boilerplate document and modified to adapt to and include Client and Owner practices and funding agency requirements, including forms to be used on the Project. Submit to Client for review and comment and finalize based on those comments. The CM Plan will cover at least the following:
 - a. Communication and coordination between the CM Team, Designer, Client and other stakeholders
 - b. Project procedures and forms
 - c. Document control system

Deliverables

- *Construction Management Plan, draft and final*

C. Construction Phase Services – Contract Administration

1. Liaison with the Client, construction contractor, Designer, appropriate agencies, adjacent property owners, and utilities.
2. In concurrence with Progress Estimates, provide the Client with brief construction progress reports, highlighting progress and advising of issues that are likely to impact cost, schedule, or quality/scope.
3. Schedule Review:
 - a. Review construction contractor's schedules for compliance with Contract Documents.
 - b. Monitor the construction contractor's conformance to schedule and request revised schedules when needed. Advise Client of schedule changes.
4. Update CM Plan as needed to reflect changes in policy and/or procedure that occur during the Project, and orient CM Team to the changes.
5. Manage Submittal Process. Track and review, or cause to be reviewed by other appropriate party, work plans, shop drawings, samples, test reports, and other data submitted by the construction contractor, for general conformance to the Contract Documents.
6. Record of Materials. Maintain records of material compliance documentation received and advise Client of any known deficiencies.
7. Manage RFI (Request for Information) process. Track and review/evaluate or cause to be reviewed/evaluated by other appropriate party, RFIs. Manage responses to RFIs.
8. Change Management. Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Facilitate resolution of change orders.
9. Monthly Pay Requests. Prepare monthly progress estimates for payment. Review payment requests submitted by construction contractor for comparison and reconcile differences. Review with Client and construction contractor and recommend approval, as appropriate.
 - a. Evaluate construction contractor's Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.
10. Notify construction contractor of work found in noncompliance with the requirements of the contract.
11. Assist the Client in the investigation of malfunctions or failures observed during construction.
12. Public Information. Provide information for Client to prepare media communications and public notices on Project status. Provide information for Client's inclusion into a Project website and/or newsletter, if requested.
13. Record Drawings. Review not less than monthly, the construction contractor's redline set of contract plans. Maintain a CM Team set of conformed drawings tracking plan changes, location of discovered anomalies and other items, as encountered by Consultant Team. Use these markups to check the progress of the Contractor-prepared Record Drawings.
14. Document Control. Establish and maintain document filing and tracking systems, following Client guidelines and meeting funding agency requirements. Collect, organize, and prepare documentation on the Project.
 - a. If requested, one hard copy of files will be kept in the Project field office.
 - b. Electronic documentation will be stored in a Project Website, using Autodesk Construction Cloud (ACC), managed and hosted by the Consultant. The Client will be provided with licenses for their and the construction contractor's use of the ACC website during the Project. Consultant will provide one training session for Client and construction contractor users of the ACC website, and ongoing support, as needed.

- c. The ACC Project website will transition to “read-only” access upon expiration of the Agreement, or upon project completion and transfer of final records, whichever occurs first. Transference of final records will include a digital copy of the files stored in the ACC Project website. Access to the ACC website will expire 60 days after transference of final records.
 - d. The ACC software previously belonging or licensed to Consultant and used to perform the contracted services shall remain the property of Consultant.
15. To comply with Article XIX. Protection of Confidential Information of the LAG Agreement, maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information.
 16. Project Closeout. If requested, prepare or assist with preparation of Certificate Letters of Substantial, Physical, and Final Completion for Client approval and signature, to include punch list. Prepare final pay estimate for Client approval and processing.
 17. Final Records. Compile and convey final Project records, transferring to the Client for its archiving at final acceptance of the Project. Should Consultant’s work end prior to full completion of the Project, its records will be transferred to the Client prior to departure from the Project. Records will consist of hard copy originals and electronic records on electronic storage medium.

Deliverables

- *Monthly Construction Progress Reports*
- *Schedule Review Comments*
- *Submittal Log*
- *Record of Materials*
- *RFI Log*
- *Change Order(s)*
- *Progress Pay Requests*
- *Certificate Letters of Completion*
- *Final records – hard copy and electronic*

D. Construction Phase Services – Field

1. Testing. Conduct materials and laboratory tests. Coordinate the work of the Field Representative(s) and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and inform Client and construction contractor of deficiencies.

Deliverables

- *Test reports*

E. Assumptions

1. **Budget:**
 - a. Staffing levels are anticipated in accordance with the attached budget estimate. Consultant services are budgeted for a 7-month period, from 12/9/2024 through 6/27/2025. This is intended to span the originally planned construction duration of 95 contractor working days, plus time allotted for Project setup and closeout. Overtime has not been figured into the budget.

- b. Consultant will work up to the limitations of the authorized budget. If additional budget is needed to cover instances, including but not limited to the following, Client and Consultant will negotiate a Supplement to this Agreement:
 - i. The contractor's schedule requires inspection coverage of extra crews and shifts.
 - ii. The construction contract runs longer than the time period detailed above.
 - iii. Any added scope tasks.
 - iv. Adjustment of Consultant Indirect Cost Rate (ICR) percentage pursuant to the terms as outlined in Section V of the LAG Agreement.
 - c. The work is anticipated to be performed during daytime hours. Should night work be necessary, a 15 percent differential for labor will be applied to all night shift hours worked by Consultant's employees.
 - d. The budget allocations shown in Exhibit are itemized to aid in Project tracking purposes only. The budget may be transferred between tasks or people, or between labor and expenses, provided the total contracted amount is not exceeded without prior authorization.
 - e. The budget assumes that Consultant's standard forms, logs, and processes will be used on the Project ACC website. Any customization to meet specialized Client requirements will be Extra Work.
 - f. Should Consultant's level of effort extend beyond the time period detailed in the attached Exhibit - Estimate, and into a new year, labor rates will adjust annually on January 1, with 30-day written notice to Agency.
2. **Items and Services Client will provide:**
- a. Meeting arrangements and facilities for pre-bid and preconstruction meetings. Prepare and distribute meeting notes from pre-bid meeting(s), if any.
 - b. Field office, including:
 - i. workstations (desk, chair, and storage) for 1 staff
 - ii. conference table and chairs
 - iii. combination printer/copier/scanner machine with these capabilities: 11x17 size, color, and of business quality
 - iv. Wired coaxial or fiber connection to the field office. Internet connectivity must support download speed of at least 500Mbps, and minimum upload speed of 50 Mbps, provisioned with one (1) static IP address for remote support connectivity
 - v. A router with wi-fi capability and a minimum of 2 high speed ethernet ports
 - vi. miscellaneous office supplies
 - vii. utilities and sanitary facilities
 - viii. security of all equipment against theft and/or unauthorized access
 - c. Retain Engineer of Record for shop drawing review, RFIs, design changes, and final record drawings.
 - d. Coordination with and enforcement of utility franchise agreements and/or contracts and schedules for services related to this Project.
 - e. Verify that the required permits, bonds, and insurance have been obtained and submitted by the construction contractor. Obtain all permits not required to be provided by construction contractor.
 - f. Construction Survey. Provide project control survey and staking that is not already assigned to the construction contractor.
3. Scope:

- a. The Autodesk Construction Cloud Project website being used for this Project is proprietary to the Consultant (KBA, Inc.), and may not be used by any other party or on any other project without the written permission and involvement of KBA, Inc.
- b. Consultant will provide observation services for the days/hours that its' Inspector(s) personnel is/are on-site. The Inspector(s) will not be able to observe or report construction activities, or collect documentation, during the time they are not on-site.
- c. The Consultant's monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work and pursue the other remedies in the interests of the Client, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractor's performance, and it is understood that Consultant shall assume no responsibility for proper construction means, methods, techniques, Project site safety, safety precautions or programs, or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or Client's expectations.
- d. Definitions and Roles. The use of the term "inspect" in relation to Consultant services is synonymous with "construction observation," and reference to the "Inspector" role is synonymous with "Field Representative," and means: performing on-site observations of the progress and quality of the Work and determining, in general, if the Work is being performed in conformance with the Contract Documents; and notifying the Client if Work does not conform to the Contract Documents or requires special inspection or testing. Where "Specialty Inspector" or "specialty inspection" is used, it refers to inspection by a Building Official or independent agent of the Building Official, or other licensed/certified inspector who provides a certified inspection report in accordance with an established standard.
- e. Because of the prior use of the Project site, there is a possibility of the presence of toxic or hazardous materials. Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of toxic or hazardous materials, or for exposure of persons to toxic or hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances. If the Consultant suspects the presence of hazardous materials, they will notify the Client immediately for resolution.
- f. Review of Shop Drawings, samples, and other submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
- g. Any opinions of probable construction cost provided by the Consultant will be on the basis of experience and professional judgment. However, since Consultant has no control over competitive bidding or market conditions, the Consultant cannot and does not warrant that bids or ultimate construction costs will not vary from these opinions of probable construction costs.
- h. Quantity takeoffs and calculated quantities are for the purpose of comparing with Designer's and/or bidders' quantities and are not a guarantee of final quantities.
- i. Development of construction schedules and/or sequencing, and/or reviewing and commenting on contractor's schedules, is for the purpose of estimating number of days to complete a project, for identifying potential schedule and coordination challenges, and determining compliance with the construction contract. It is not a guarantee that a construction contractor will complete the Project in that sequence or timeline, as means and methods are the responsibility of the construction contractor.

- j. Consultant is not responsible for any costs, claims or judgments arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. The Consultant does not have responsibility for the professional quality or technical adequacy or accuracy of the design plans or specifications, nor for their timely completion by others.
- k. If Consultant provides Value Analysis or Value Engineering services, it is understood that any ideas, advice, or recommendations generated by the Consultant are made based only on the information presented to them, and need engineering analysis by the Designer to verify; Consultant is not responsible for the final design product.
- l. Client agrees to include a statement in the construction Bid Documents for this Project, requiring construction contractor to name KBA, Inc. as an additional insured via endorsement to the contractor's commercial general liability and automobile insurance policies.
- m. RCW 4.24.115 is applicable to Consultant's services provided under this Agreement.
- n. Consultant's insurance carrier provides coverage on ISO equivalent endorsement forms.
- o. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, in the same geographical area and time period.
- p. Nothing in the Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other. Consultant makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services.
- q. Client agrees that Consultant will not be held liable for the completeness, correctness, readability, or compatibility of any electronic media submitted to Client, after an acceptance period of 30 days after delivery of the electronic files, because data stored on electronic media can deteriorate undetected or can be modified without Consultant's knowledge.
- r. Consultant will not be liable for any damage to the field office premises or utilities provided by Client, unless caused by Consultant's own negligence.
- s. Regarding Article XIX. Protection of Confidential Information, of the LAG Agreement, KBA will perform services under the following assumptions, and such assumptions are assumed acceptable to the AGENCY and the STATE: The AGENCY and/or the STATE will identify each and any item considered to be "State's Confidential Information" as "confidential", as detailed below. Any information received by CONSULTANT that is not so labeled, will be assumed by CONSULTANT to not be "State's Confidential Information". CONSULTANT will return all items pre-identified as State's Confidential Information, to the AGENCY, and will not be required to take any other steps to protect that information.

II. OPTIONAL SERVICES

All services not detailed above, are considered Optional Services, which, along with any other Extra Work requested by the Client, will be performed only when a mutually negotiated Supplement to this Agreement is executed, specifying scope of services and budget.

A. Construction Phase Services – Field

1. Observe the technical conduct of the construction, including providing day-to-day contact with the construction contractor, Client, utilities, and other stakeholders, and monitor for

adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the WSDOT/APWA Standard Specifications.

2. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes. Advise the Client of any non-conforming work observed during site visits.
3. Prepare Inspector Daily Reports (IDRs), recording the construction contractor's operations as actually observed by the Consultant; includes estimated quantities of work placed that day, contractor's equipment and crews, photos of work performed, and other pertinent information.
4. Interpret Construction Contract Documents, in coordination with Designer.
5. Evaluate and report to Client issues that may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
6. Establish communications with adjacent property owners. Respond to questions from property owners and the general public.
7. Coordinate with permit holders on the Project to monitor compliance with approved permits, if applicable.
8. Prepare field records, daily reports of force account worked, and other payment source documents to help facilitate administration of the Project in accordance with funding agency requirements.
9. Attend and actively participate in regular on-site meetings.
10. Take periodic digital photographs during the course of construction. Photographs to be labeled and organized in accordance with Client protocol.
11. Punch List. Upon substantial completion of work, coordinate with the Client and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.

Deliverables

- *IDRs with Project photos – submitted on a weekly basis*
- *Field Note Records and Daily Reports of Force Account Worked*
- *Additional Project photos not included in IDRs*
- *Punch List(s)*



Main Street Improvements

City of Lake Stevens

KBA Job No. TBD

Escalation: 5%

Prepared On: 12/12/2024

	DEC 2024	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUN 2025	JUL 2025	AUG 2025
Working Days / Month	21	22	20	21	22	21	21	22	21
Hours / Month	168	176	160	168	176	168	168	176	168
Overtime Utilization %	4%	6%	8%	10%	11%	12%	12%	12%	12%
Regular + OT Hours / Month	175	187	173	185	195	188	188	197	188

Project Schedule

12/6/2024 to 6/27/2025

95 Working Days

PRECONSTRUCTION

CONSTRUCTION - 95 Contractor Working Days

CLOSEOUT

KBA Hours			Vehicle Type	Task	2024 DSC Rate	2025 DSC Rate	2026 DSC Rate	Total Hours	DEC 2024	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUN 2025	JUL 2025	AUG 2025	
H	Roger Smith	M3	Manager III	None	01.00	\$ 98.60	\$ 103.53	\$ 108.71	7	1	1	1	1	1	1			
H	Jean Peabody	A3	Administrator III	None	01.00	\$ 40.00	\$ 42.00	\$ 44.10	16	2	2	2	2	2	2	2		
H	Micael Serrano	E5	Engineer V	None	01.00	\$ 78.00	\$ 81.90	\$ 86.00	46	6	6	6	6	6	6	6	4	
F	Micael Serrano	E5	Engineer V	4D-SUV	02.00	\$ 78.00	\$ 81.90	\$ 86.00	710	101	106	96	101	106	101	101		
F	Jamie Rinear	T2	Technical Representative II	None	02.00	\$ 52.00	\$ 54.60	\$ 57.33	1,184	168	176	160	168	176	168	168		
H	Erica Dougherty	E4	Engineer IV	None	02.00	\$ 70.00	\$ 73.50	\$ 77.18	85	20	15	5	5	5	15	20		
F	TBD Inspector	T4	TBD - Inspector	4D-SUV	02.00	\$ 55.00	\$ 57.75	\$ 60.64	-									
F	Micael Serrano	E5	Engineer V	None	03.00	\$ 78.00	\$ 81.90	\$ 86.00	45	-	20	10	5	5	5	-		
Subtotal - KBA Labor Hours									2,093	298	326	280	288	301	298	298	6	-
Project Expenses - Task DE									Total Costs	DEC 2024	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUN 2025	JUL 2025	AUG 2025
DE	KBA Field Vehicle	Hourly	4-Door SUV		\$ 10.29				7,311	1,037	1,087	988	1,037	1,087	1,037	1,037		
DE	Excess Fuel Charge								525	75	75	75	75	75	75	75		
Subtotal - Direct Expenses									7,836	1,112	1,162	1,063	1,112	1,162	1,112	1,112	-	-
Subconsultants									Total Costs	DEC 2024	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUN 2025	JUL 2025	AUG 2025
HWA GeoSciences Inc.					Sub.01				82,077	1,000	8,500	18,500	18,000	18,000	13,000	5,077		
5% Mark-up on Subs									-									
Subtotal - Subconsultant Costs									82,077	1,000	8,500	18,500	18,000	18,000	13,000	5,077	-	-

Combined Costs						Task	2024 DSC Rate	2025 DSC Rate	2026 DSC Rate	Total DSC	DEC 2024	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUN 2025	JUL 2025	AUG 2025
H	Roger Smith	M3	Manager III			01.00	\$98.60	\$103.53	\$108.71	720	99	104	104	104	104	104	104	-	-
H	Jean Peabody	A3	Administrator III			01.00	\$40.00	\$42.00	\$44.10	668	80	84	84	84	84	84	84	84	-
H	Micael Serrano	E5	Engineer V			01.00	\$78.00	\$81.90	\$86.00	3,744	468	491	491	491	491	491	491	328	-
F	Micael Serrano	E5	Engineer V			02.00	\$78.00	\$81.90	\$86.00	57,789	7,862	8,649	7,862	8,256	8,649	8,256	8,256	-	-
F	Jamie Rinear	T2	Technical Representative II			02.00	\$52.00	\$54.60	\$57.33	64,210	8,736	9,610	8,736	9,173	9,610	9,173	9,173	-	-
H	Erica Dougherty	E4	Engineer IV			02.00	\$70.00	\$73.50	\$77.18	6,178	1,400	1,103	368	368	368	1,103	1,470	-	-
F	TBD Inspector	T4	TBD - Inspector			02.00	\$55.00	\$57.75	\$60.64	-	-	-	-	-	-	-	-	-	-
F	Micael Serrano	E5	Engineer V			03.00	\$78.00	\$81.90	\$86.00	3,686	-	1,638	819	410	410	410	-	-	-
Subtotal Direct Labor Cost										\$ 136,993	18,645	21,678	18,464	18,884	19,714	19,619	19,577	412	-
Home Overhead										17,942	3,247	2,826	1,660	1,660	1,660	2,826	3,409	653	-
Field Overhead										186,414	24,619	29,510	25,833	26,457	27,688	26,457	25,850	-	-
Subtotal Overhead Cost										\$ 204,356	27,866	32,336	27,494	28,117	29,348	29,283	29,259	653	-
Subtotal Fee 30% of Direct Salary Costs										41,098	5,594	6,503	5,539	5,665	5,914	5,886	5,873	123	-
Subtotal Fully Loaded Labor Cost										\$ 382,447	52,104	60,517	51,497	52,667	54,977	54,788	54,709	1,188	-
Subtotal Direct Expenses										7,836	1,112	1,162	1,063	1,112	1,162	1,112	1,112	-	-
Subtotal Subconsultant Costs										82,077	1,000	8,500	18,500	18,000	18,000	13,000	5,077	-	-
Management Reserve (5%)										23,618	2,711	3,509	3,553	3,589	3,707	3,445	3,045	59	-
ESTIMATED TOTAL										495,978	56,927	73,688	74,613	75,368	77,845	72,346	63,944	1,247	-

ASSUMPTIONS:

- * This estimate is for regular hours only and does not include overtime or night shift work.
- * This estimate includes a Resident Engineer at 0.6 FTE and a Documentation Specialist at 1.0 FTE.
- * Overtime is invoiced at a rate of 1.5 x Direct Salary rate, plus overhead and fee for hourly employees.
- * Night shift is invoiced at a 15% premium on direct salary costs.
- * A contingency budget has been established at a rate of 5% of estimated costs.
- * This project assumes 95 contractor working days plus additional days for pre-construction activites and project closeout; beginning on December 6, 2024 with an estimated completion of June 27, 2025.
- * KBA's direct salary rates increase anually on January 1st.

CITY COUNCIL STAFF REPORT



Agenda Date: 12/17/2024

Subject: PSA Supplement #1 for the Main Street Roundabout Project

Contact Person/Department: Kim Klinkers, Public Works

Budget Impact: The 2024 budget included \$200,000 for engineering consultant selection and preliminary design in 2024. This project has advanced to the 30% design level. Supplemental Agreement #1 will authorize an additional \$618,863 for final engineering design, right-of-way and permitting services. \$500,000 has been budgeted in 2025 for this work, and the remaining contract amount is anticipated to be budgeted and utilized in 2026, depending on state and federal review timelines. This project has a \$2,500,000 Federal Earmark planned for the construction phase in 2026.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign Supplemental Agreement #1 to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for final 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. The Professional Services Agreement with Kimley-Horn for preliminary design was presented to Council at the March 12, 2024 Council meeting. Final design, right-of-way, permitting and coordination with adjacent projects and stakeholders will occur in 2025, with construction anticipated in 2026.

APPLICABLE CITY POLICIES:

Procurement Policy, Capital Improvement Plan, Transportation Benefit Program

ATTACHMENTS:

1. PSA Supplement #1

**SUPPLEMENTAL AGREEMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF LAKE STEVENS AND
KIMLEY-HORN AND ASSOCIATES, INC FOR
CONSULTANT SERVICES**

This Supplemental Agreement No. 1 is made and entered into on the _____ day of December 2024, between the City of Lake Stevens, hereinafter called the "City" and Kimley-Horn and Associates, Inc., a Corporation authorized to do business in the State of Washington, ("Consultant").

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for design of 20th Street NE and Main Street Intersection Project, hereinafter called the "Project," said Agreement being dated March 20, 2024; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for the "Project" 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 March 20, 2024, 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 \$618,863.57 and shall read as follows: "In no event shall total payment under this agreement exceed \$818,784.29."

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

Original Agreement	\$199,920.72
Supplemental Agreement No.1	\$618,863.57
Grand Total	\$818,784.29

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

KIMLEY-HORN AND ASSOCIATES,
INC.

By: _____
Brett Gailey, Mayor or Designee

By: _____

ATTEST/AUTHENTICATED

By: _____
Kelly Chelin, City Clerk



To: Ben Romanaggi, PE, Senior Civil Engineer
City of Lake Stevens

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

Date: December 6, 2024

Subject: Final Design Services for the 20th Street NE and Main Street Intersection Project,
Phase 2

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 to the greatest extent feasible, 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, 60%, 90%, and 100% PS&E Packages, agency permitting, WSDOT coordination, and additional services as outlined in the Scope of Work.

Scope of Work

Task 1: 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-six (26) 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. Up to one (1) Shannon & Wilson staff member will attend up to two (2) occurrences of this meeting series.

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 January 2025 and be completed by the end of December 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-six (26) 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.
- A baseline schedule for final design delivery will be developed by Consultant and reviewed with City staff during initiation of Phase 2 work.
- Monthly updates provided to schedule will be provided as requested by City. Up to ten (11) 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 2: 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 2.1: 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 2.2: Design Revisions

After completion of Phase 1 scope, the City provided direction to modify the previously directed design assumption of closing the pedestrian crosswalk on the north leg of the intersection. Prior to progressing to 60% level of design, the design team will review opportunities to incorporate a pedestrian crossing on the north leg of the roundabout.

Revised fire truck and school bus specifications will be provided by the City. Geometric Design Exhibits previously submitted will be reanalyzed with these vehicle types.

Assumptions:

- Alignment of existing guardrail shall be maintained for all design options considered
- Existing right of way on the northwest quadrant shall be maintained for all design options considered

Deliverables:

- Geometric Design Exhibits including fastest path and AutoTurn analysis

Task 2.3: 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 2.4: 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 2.5 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	6
Civil Details	4
Structural Plans and details	3
Channelization & Signing Plans	4
RRFB Plan & Details	2
Illumination Plans	4
Landscape Plans	4
Total Sheets:	46

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.
- No retaining walls will be designed.
- 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.
- Photometric Analysis and illumination design is included within scope.

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 3: 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 3.1: 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 3.2: Stormwater

The 60% stormwater report prepared under Task 2.3 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 3.3: 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 3.4 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
RRFB Plan & Details	2
Illumination Plans	4
Landscape & Irrigation Plans and Details	6
Total Sheets:	54

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.

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 4: 100% Plans, Specifications, and Estimate

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

Task 4.1: 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 4.2: Stormwater

The 90% stormwater report prepared under Task 3.3 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 4.3: 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 4.4 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 5: 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 6: 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 100: Environmental Phase 1 Scope Transfer/Revision

Description of Work Completed:

- Task 1: Phase 1 Project Management and Coordination **(Spent: \$412.16)**
 - Kickoff meeting
 - Progress reports.
- Task 4: 30% Plans, Design Documentation, and Estimate **(Spent: \$886.13)**
 - Review/comment on 30% drainage report.
 - Participate in calls with team.
 - Participate in 30% review call with City
- Task 100.1: Existing Conditions Site Visit/Letter **(Spent: \$2,477.00)**
 - Plan and complete site visit.
 - Coordination with City, Kimley-Horn, and WDFW regarding wetland on fire station property, addition of guardrail replacement, and potential need for OHWM delineation and HPA (out of scope)
 - Reviewed wetland report provided by City (out of scope)

- Task 100.2: NEPA CatEx Form and Supporting Documents **(Spent: \$8,291.84)**
 - Began drafting biological assessment.
 - Completed hazardous materials/contamination-related site visit
 - Prepared and completed internal review of hazardous materials/contamination-related NEPA text
 - Began development of NEPA CatEx form
 - Supported and participated in preliminary NEPA scoping meeting with WSDOT
 - Provided input into NEPA scoping meeting minutes

TOTAL WORK COMPLETED: \$12,067.23

Description of Work Remaining:

- Task 100.1: Existing Conditions Site Visit/Letter **(Budget Transfer: \$6,094.03)**
 - Prepare existing conditions letter (see *Description of Additional Work below*)
- Task 100.2: NEPA CatEx Form and Supporting Documents **(Budget Transfer: \$56,478.86)**
 - S&W will support the City and Kimley-Horn team to schedule, prepare an agenda, and participate in a second NEPA kick-off meeting with WSDOT that will reflect the latest project understanding. S&W will review and contribute to the Kimley-Horn meeting minutes.
 - 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), 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: completed during Phase 1
 - vii. Noise: WSDOT confirmed that a noise analysis will not be needed; S&W will complete this section accordingly.
 - 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 and prepared during Task 100.1, the site visit, 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. An existing guardrail on the west bank will be replaced in the same location.

- 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. Because an increase of pollution-generating impervious surface (PGIS) is anticipated and/or stormwater runoff will not be infiltrated but treatment will be added, the BA will conclude with determinations of “likely to adversely affect” listed Chinook salmon and steelhead and “not likely to adversely affect” or “no effect” on bull trout and other listed wildlife. Formal consultation between WSDOT and the National Marine Fisheries Service and informal consultation between WSDOT and the 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.

TOTAL WORK REMAINING: \$62,872.89

Description of Work Removed:

- Task 1: Phase 1 Project Management and Coordination
(Credit from Initial Phase 1 Budget: \$279.41)
 - Phase 1 effort completed.
- Task 4: 30% Plans, Design Documentation, and Estimate
(Credit from Initial Phase 1 Budget: \$566.33)
 - Phase 1 effort completed.
- Task 100.2: NEPA CatEx Form and Supporting Documents
(Credit from Initial Phase 1 Budget: \$300.00)
 - WSDOT confirmed during scoping meeting that a new EDR report was not necessary, so that expense has been removed.

TOTAL WORK REMOVED: \$1,145.74**Description of Additional Work to Support Phase 1 Scope:**

- Task 100.1: Existing Conditions Site Visit/Letter
(Additional Budget Needed: \$2,936.00)
 - Based on recent review of aerial photos, a site visit, a 2017 wetland delineation completed by The Watershed Company (now Facet), and the current understanding of the potential project footprint, one wetland is now known in or immediately adjacent to the project improvement areas north of Grade Road and west of Main Street on fire station property.
 - Stevens Creek parallels the east side of Main Street. Based on the current understanding of the project design, an existing guardrail will be replaced in the same location east of the pavement but still within the road prism. Washington Department of Fish and Wildlife (WDFW) and the City have indicated that delineation of the ordinary high-water mark (OHWM) of Stevens Creek or of any creek-associated wetland fringe is not necessary. S&W will work with Kimley-Horn to approximate the location of the OHWM on updated survey drawings prepared by others.
 - The letter scoped during Phase 1 will be expanded to summarize the known wetland based on the 2017 report and our site visit. It will also contain an expanded discussion of existing conditions between the roadway and Stevens Creek in the area of the guardrail replacement. The letter will document the planned fill of the wetland by others, eliminating the need for the proposed project to address it further during the permitting and environmental review process. The letter will describe the guardrail replacement activity, the associated potential impacts and best management practices to avoid and minimize impacts, and the proposed restoration.
- Task 100.2: NEPA CatEx Form and Supporting Documents
(Additional Budget Needed: \$5,201.61)
 - With the addition of work between Stevens Creek and the roadway to replace the guardrail, additional effort will be required to describe and characterize that work and its potential impacts on listed fish and aquatic habitat within the Biological Assessment.
 - S&W will review the anticipated WSDOT Endangered Species Act programmatic consultation when it is available, and coordinate with the City and Kimley-Horn to evaluate whether the programmatic is a pathway that is viable for the City. Any additional documentation or revisions to existing documents that may be required are not included in this scope.
 - S&W will coordinate with the design team during this Phase 2 of project work. Each of two (2) Subconsultant staff are assumed to participate in up to eight (8) design team coordination meetings, hosted virtually by Consultant.
- Task 100.3: HPA Pre-Application & Application
(Additional Budget Needed: \$7,258.96)
 - Based on preliminary discussion with WDFW, S&W will complete a Pre-Application for Hydraulic Project Approval (HPA) so that WDFW can review the guardrail replacement plans and make a final determination of whether an HPA will be required. A site visit with WDFW is included in this task.
 - If WDFW requires an HPA for the guardrail replacement work, S&W will complete the formal application for an HPA.

TOTAL ADDITIONAL BUDGET NEEDED: \$15,396.57**Task 100.1 Deliverables:**

- Draft and final existing conditions and critical areas impacts letter (expanded from Phase 1 scope).
- Sketch of OHWM location drawn on updated survey drawing prepared by others, for Kimley-Horn use to add the OHWM to plan drawings. (new deliverable)

Task 100.2 Deliverables:

- Draft (Word) and Final NEPA CatEx Form – (Electronic PDF)
- Draft (Word) and Final Environmental Justice Technical Report – (Electronic PDF)
- Draft (Word) and Final Biological Assessment – (Electronic PDF)

Task 100.3 Deliverables:

- HPA Pre-Application
- HPA Application (If required by WDFW)

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, including those on the north side of Grade Road associated with the fire station and City stormwater facility.
- Task 100.1 site visit will take no more than 8 hours including travel time.
- One wetland is present in or near the project footprint, documented by The Watershed Company (now Facet) in a 2017 report. Other projects will permanently impact that wetland and its buffer such that additional field investigation, impact assessments, mitigation, and permitting by S&W will not be necessary. Additional budget will be needed if additional wetlands are identified within the project boundary, including 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 400.
- 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 the Kimley-Horn and the City.
- No impacts to wetlands or streams are anticipated that will trigger a City critical areas permit, U.S. Army Corps of Engineers permit, Ecology permit, or mitigation requirements. The City will allow the proposed guard rail replacement on the east side of Main Street adjacent to Stevens Creek with careful use of BMPs and post-project site restoration (native seed mix). Planting plans or other mitigation are not included. Kimley-Horn will develop the plan sheet that includes the post-construction site restoration with input from S&W.
- 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 and 200, and 400 will be required to complete the NEPA CatEx Form.
- The Biological Assessment cannot be completed until the 60% drainage report and plans are available.
- WSDOT/FHWA will not be able to sign the NEPA document until ESA consultation is complete.
- No environmental sampling or additional studies beyond review of existing hazardous materials information 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.
- The City has determined that this project is included as a Planned Action under the Downtown Subarea Plan Environmental Impact Statement (EIS) and therefore a SEPA Checklist is not required. Kimley-Horn will complete the required Planned Action Checklist, no support from S&W is included.
- Drafts of the HPA pre-application and application will be provided in Word (if allowed by the new WDFW online HPA platform) or PDF for review and editing using track changes or comment/PDF tool functions; the final pre-application and application will be provided in a print-ready PDF after submittal via the WDFW online platform.
- Kimley-Horn will prepare the plan set for HPA pre-application and application submittals. No support from S&W will be provided.
- S&W assumes that the City will be the SEPA lead. The City will issue an Approved Planned Action.

Task 100 Transfer Summary:

Initial Phase 1 Labor Budget	\$75,785.75
Work Completed	(\$12,067.23)
Work Removed	(\$1,145.74)
Work Remaining (Budget Transfer)	\$62,572.89
Phase 1 Credit (Work removed)	(\$1,145.74)
New Environmental Scope	\$15,395.57
Total Phase 2 Budget Request	\$14,250.83
Work Remaining	\$62,572.89
New Environmental Scope	\$15,349.67
TOTAL Task 100 Budget	\$77,922.56

Task 200: Surveying and Mapping

The Project survey 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.

Surveying And Mapping (SAM) will prepare base mapping for the area specified in 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.
- Survey critical area on eastern side of Hartford (limits to be defined by others).
- Incorporate existing PCS survey into base drawing and QA/QC enough to take ownership.

Task 200 Deliverables:

- AutoCad 2019 drawing file with point database and dtm files

Task 200 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.



Figure 1: Survey mapping area

Task 300: Geotechnical Support

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

Task 300 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 300.1 – 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 300.1 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 300.2 – 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:
 - Bearing capacity
 - Lateral earth pressure
 - Evaluate site conditions to identify whether one or more WSDOT Standard Plan retaining wall types would be feasible at this site
- Pavement section design
 - Evaluate subgrade resilient modulus (R-value) or California Bearing Ratio (CBR)
 - 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 300.3 – 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 300.4 – 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 300 Deliverables:

Draft and final Geotechnical Report – Electronic (PDF)

Task 400: 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
- Relocation Assistance and Advisory Services
- Relocation Personal Property Relocation Plan Only (PPO)
- Required notices
- File Claims and Parcel Close-Out

Assumptions:

- Acquisition legal descriptions and exhibits will be provided
- CLS will obtain subdivision guarantees for up to 8 parcels.
- Assumes acquisition and negotiation from up to 3 property owners.
- Assumes PPO Relocation for 1 property owner

Deliverables:

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

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.

Fee Proposal - Summary of Total Costs
Lake Stevens Main Street Roundabout
12/11/2024

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 1	Project Management													
KH	Administration	\$ 11,128	\$ -									\$ 11,128	\$ -	\$ 11,128
KH	PM Meetings	\$ 12,932	\$ -	\$ 207								\$ 13,139	\$ -	\$ 13,139
KH	Comment-Resolution Meetings	\$ 4,584	\$ -									\$ 4,584	\$ -	\$ 4,584
KH	Field Review	\$ 4,584	\$ 27									\$ 4,584	\$ 27	\$ 4,611
KH	Schedule	\$ 5,781	\$ -									\$ 5,781	\$ -	\$ 5,781
KH	Progress Reports	\$ 7,488	\$ -	\$ 1,244								\$ 8,732	\$ -	\$ 8,732
Subtotal		\$ 46,497	\$ 27	\$ 1,452	\$ -							\$ 47,949	\$ 27	\$ 47,976
Task 2	60% PSE													
KH	Agency Coordination	\$ 13,889	\$ 27									\$ 13,889	\$ 27	\$ 13,916
KH	Design Revisions	\$ 16,372	\$ -									\$ 16,372	\$ -	\$ 16,372
KH	Stormwater Report & Design	\$ 9,815	\$ 27									\$ 9,815	\$ 27	\$ 9,842
KH	Utilities	\$ 5,108	\$ -									\$ 5,108	\$ -	\$ 5,108
KH	PS&E	\$ -	\$ -									\$ -	\$ -	\$ -
KH	Plans	\$ 91,229	\$ -									\$ 91,229	\$ -	\$ 91,229
KH	Specifications	\$ 10,326	\$ -									\$ 10,326	\$ -	\$ 10,326
KH	Estimate	\$ 12,942	\$ -									\$ 12,942	\$ -	\$ 12,942
Subtotal		\$ 159,681	\$ 54									\$ 159,681	\$ 54	\$ 159,735
Task 3	90% PSE													
KH	Agency Coordination	\$ 11,186	\$ -									\$ 11,186	\$ -	\$ 11,186
KH	Stormwater	\$ 13,436	\$ -									\$ 13,436	\$ -	\$ 13,436
KH	Utilities	\$ 5,108	\$ -									\$ 5,108	\$ -	\$ 5,108
KH	PSE	\$ -	\$ -									\$ -	\$ -	\$ -
KH	Plans	\$ 60,606	\$ -									\$ 60,606	\$ -	\$ 60,606
KH	Specifications	\$ 6,010	\$ -									\$ 6,010	\$ -	\$ 6,010
KH	Estimate	\$ 10,097	\$ -									\$ 10,097	\$ -	\$ 10,097
Subtotal		\$ 106,443	\$ -									\$ 106,443	\$ -	\$ 106,443
Task 4	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	\$ -	\$ -									\$ -	\$ -	\$ -
KH	Plans	\$ 34,140	\$ -									\$ 34,140	\$ -	\$ 34,140
KH	Specifications and Contract Documents	\$ 4,571	\$ -									\$ 4,571	\$ -	\$ 4,571
KH	Estimate	\$ 5,709	\$ -									\$ 5,709	\$ -	\$ 5,709
KH	Advertisement	\$ 2,043	\$ -									\$ 2,043	\$ -	\$ 2,043
Subtotal		\$ 66,018	\$ -									\$ 66,018	\$ -	\$ 66,018
Task 5	Public Outreach													
KH	Graphics	\$ 7,811	\$ -									\$ 7,811	\$ -	\$ 7,811
KH	Meetings	\$ 2,554	\$ -									\$ 2,554	\$ -	\$ 2,554
Subtotal		\$ 10,365	\$ -									\$ 10,365	\$ -	\$ 10,365
Task 6	Bid Support													
KH	Addenda	\$ 18,047	\$ -									\$ 18,047	\$ -	\$ 18,047
KH	Pre-Construction Conference	\$ 511	\$ -									\$ 511	\$ -	\$ 511
Subtotal		\$ 18,557	\$ -									\$ 18,557	\$ -	\$ 18,557

Fee Proposal - Summary of Total Costs
Lake Stevens Main Street Roundabout
12/11/2024

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 100	Environmental Permitting - NEPA														
S+W	100.1 Site Visit/Letter				\$ -	\$ -							\$ -	\$ -	\$ -
S+W	Remaining work (Original Phase 1 budget Minus Amount Spent)				\$ 6,094	\$ -							\$ 6,094	\$ -	\$ 6,094
S+W	Wetland-related coordination and document review (Added effort)				\$ 1,386	\$ -							\$ 1,386	\$ -	\$ 1,386
S+W	Draft (Added effort)				\$ 1,550	\$ -							\$ 1,550	\$ -	\$ 1,550
S+W	100.2 NEPA Checklist and Supporting Documents				\$ -	\$ -							\$ -	\$ -	\$ -
S+W	Remaining work (Original Phase 1 budget Minus Amount Spent)				\$ 56,779	\$ (300)							\$ 56,779	\$ (300)	\$ 56,479
S+W	Biological Assessment				\$ -	\$ -							\$ -	\$ -	\$ -
S+W	Draft (Added effort)				\$ 2,021	\$ -							\$ 2,021	\$ -	\$ 2,021
S+W	Review of the WSDOT Programmatic ESA Consultation (Added effort)				\$ 1,244	\$ -							\$ 1,244	\$ -	\$ 1,244
S+W	Additional Design Coordination (Added Effort)				\$ 1,937	\$ -							\$ 1,937	\$ -	\$ 1,937
S+W	HPA				\$ -	\$ -							\$ -	\$ -	\$ -
S+W	HPA Pre-Application (Added Effort)				\$ 4,446	\$ 47							\$ 4,446	\$ 47	\$ 4,493
S+W	HPA Application (Added Effort)				\$ 2,766	\$ -							\$ 2,766	\$ -	\$ 2,766
Subtotal			\$ -	\$ -	\$ 78,223	\$ (253)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,223	\$ (253)	\$ 77,970
Task 200	Surveying and Mapping														
SAM	Topographic Survey								\$ 32,752	\$ 4,235			\$ 32,752	\$ 4,235	\$ 36,987
Subtotal									\$ 32,752	\$ 4,235			\$ 32,752	\$ 4,235	\$ 36,987
Task 300	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 400	ROW Support														
CLS	Order Title Reports						\$ 404	\$ 8,250					\$ 404	\$ 8,250	\$ 8,654
CLS	Review title reports for encumbrances. Develop preliminary title review						\$ 5,101	\$ -					\$ 5,101	\$ -	\$ 5,101
CLS	Right of Way Funding Estimate						\$ 5,942	\$ -					\$ 5,942	\$ -	\$ 5,942
CLS	Appraisal and Appraisal Review. Administrative Offer Summaries if applicable.						\$ 7,995	\$ -					\$ 7,995	\$ -	\$ 7,995
CLS	Acquisition and Negotiation Services						\$ 31,516	\$ 25,500					\$ 31,516	\$ 25,500	\$ 57,016
CLS	Relocation Personal Property Only Plan						\$ 1,891	\$ -					\$ 1,891	\$ -	\$ 1,891
CLS	Required notices, advisory services, file claims and parcel close out						\$ 7,511	\$ -					\$ 7,511	\$ -	\$ 7,511
CLS	ROW Certification Coordination						\$ 5,437	\$ -					\$ 5,437	\$ -	\$ 5,437
Subtotal							\$ 65,796	\$ 33,750					\$ 65,796	\$ 33,750	\$ 99,546
SUBTOTAL PHASE 2			\$ 407,562	\$ 80	\$ 125,262	\$ 11,999	\$ 65,796	\$ 33,750	\$ 32,752	\$ 4,235	\$ -	\$ -	\$ 631,372.16	\$ 50,064.30	\$ 681,436.46

CITY COUNCIL STAFF REPORT



Agenda Date: 12/17/2024

Subject: Municipal Services Design Contract

Contact Person/Department: Russ Wright, Community Development

Budget Impact: Existing approved budget for the design and construction of the Municipal Services Campus

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor or designee to Execute a Professional Services Agreement with ARC Architects to complete the design of the Lake Stevens Municipal Services Campus not to exceed \$555,000.

SUMMARY/BACKGROUND:

The staff is excited to bring forward the long-awaited design proposal for the Municipal Services Campus (Campus) for City Council's consideration.

The city of Lake Stevens requested design proposals for the proposed campus to provide professional architectural, planning and engineering services. The city received several responsive proposals, which were scored by staff, the Mayor and the Council Vice President. Based on the scoring, three firms were interviewed based on their qualifications by the Mayor, City Administrator, Community Development Director and Capital Project Manager. The review panel recommended ARC Architects (ARC) to complete the municipal campus design based on their expertise in designing city halls and community spaces. ARC drew on several quality firms to complete the design team and brings with them experts in architecture, landscape architecture, structural/civil engineering, electrical systems, acoustics, audio/visual and cost estimating. The ARC proposal most closely aligns with the request for service, stated project goals and vision for an integrated and vibrant campus. The assembled team has experience with many similar municipal projects.

Staff worked closely with ARC to refine the scope of services included in Attachment A. As the scope of services exceeds \$250,000, Council must approve the contract following the city's procurement policy (Section 6 Signature Authority). The proposal is in line with industry standards for compensation for this type of project.

Staff recommends approval of the contract as submitted.

APPLICABLE CITY POLICIES:

Procurement Policy

ATTACHMENTS:

1. Lake Stevens Chambers & Infrastructure Proposal_20241211-rev01

December 11, 2024

Attn: Russell Wright, City of Lake Stevens - Planning & Community Development
Submitted via e-mail to rwight@lakestevenswa.gov



RE: New Council Chambers Design and Municipal Service Campus Infrastructure Analysis Fee Proposal

Dear Russell:

ARC Architects is pleased to resubmit its proposal for the *New Council Chambers Design and Municipal Service Campus Infrastructure Analysis* project at the Lake Stevens Municipal Services Campus, which includes architectural & engineering professional services for concept design through permit documents.

The design team's total proposed fee is **\$555,000** including reimbursable expenses, and our services will be billed on a %-complete not-to-exceed basis.

Fee Proposal Overview

Summarized scopes of services and fees for ARC and our individual consultant team members for this project are enclosed. In addition to ARC, our design team for this proposal includes the following consultants:

- Structural - Pace Engineers
- Mechanical/Plumbing/Fire Protection - FSi Engineers
- Electrical/Lighting/Telecom/Security & Access Control - TFWB Engineers
- Civil & Survey - Pace Engineering
- Landscape - SCJ Studio
- Acoustics Design - Coffman Engineers
- Audio/Video Design - MBF AV Consulting
- Cost Estimator - DCW Cost Management

Project Understanding:

ARC's understanding of the project scope, deliverables and related fees stem from scope of work and project deliverables within your RFP 2024-0724 (2024 New Council Chambers Design and Municipal Service Campus Infrastructure Analysis) dated 8/30/2024.

The City's project construction budget was identified as \$3,000,000.

LEED and any other 3rd party sustainability certifications are not included in this scope. Traffic consultant services not included in scope of work.

The duration of services is assumed to be 9 calendar months for concept - permit documents.

The city shall retain any consultants and contractors not listed in this fee proposal. Furniture selection, arts coordination, record drawings and CA support are additional services. Modifications to the project scope of work, schedule or assumptions may result in additional fees.

Attachments:

Summary of the teams fees and detailed fees for ARC are attached (Exhibit A). Also included are the standard billing rate schedule (Exhibit B) , standard reimbursable expenses (Exhibit C) and consultants fee proposals (Exhibit D).

We sincerely appreciate the opportunity to offer this proposal and look forward to working with you. Should this proposal adequately define the services you require for your project then please return a signed copy for our files. Should you have any questions please contact me at 206-383-7341.

Sincerely,



Jeff Wandasiewicz | Principal, AIA
ARC Architects
D: (206) 383-7341
E: wandasiewicz@arcarchitects.com

Attachments:

Exhibit A – ARC Fee Summary
Exhibit B – Standard Billing Rate Schedule 2024
Exhibit C – Standard Reimbursable Expenses
Exhibit D – Consultant Fee Proposals

EXHIBIT A

CITY OF LAKE STEVENS - NEW COUNCIL CHAMBERS DESIGN AND MUNICIPAL SERVICE CAMPUS INFRASTRUCTURE ANALYSIS

FEE PROPOSAL - ARC #2024018.00

12/11/2024

FEE SUMMARY - Phase 1: City Council Chambers		fee	overhead	amount	remarks
Basic Consultants					
	architect	\$43,680	1	\$43,680	arc
	structural	\$20,070	1	\$20,070	pace
	mechanical/plumbing	\$38,425	1	\$38,425	fsi
	fire protection	\$6,130	1	\$6,130	fsi
	electrical/IT	\$24,375	1	\$24,375	tf-wb
Specialty Consultants					
	acoustics	\$25,390	1.1	\$27,929	coffman
	AV	\$27,551	1.1	\$30,306	mbf
	cost estimator	\$10,500	1.1	\$11,550	dcw
TOTAL PHASE 1				\$202,465	
FEE SUMMARY - Phase 2: Infrastructure Analysis		fee	overhead	amount	
Basic Consultants					
	architect	\$4,995	1	\$4,995	arc
	mechanical/plumbing	\$1,315	1	\$1,315	fsi
	fire protection	\$1,315	1	\$1,315	fsi
	electrical/IT	\$9,410	1	\$9,410	tf-wb
Specialty Consultants					
	AV	\$10,241	1.1	\$11,265	mbf
	civil	\$64,112	1.1	\$70,523	pace
	survey	\$20,332	1	\$20,332	pace
	landscape	\$9,900	1.1	\$10,890	scj
	cost estimator	\$5,600	1.1	\$6,160	dcw
TOTAL PHASE 2				\$136,206	
FEE SUMMARY - Phase 3: City Hall & Annex Bldg		fee	overhead	amount	remarks
Basic Consultants					
	architect	\$52,210	1	\$52,210	arc
	mechanical/plumbing	\$44,075	1	\$44,075	fsi
	fire protection	\$6,130	1	\$6,130	fsi
	electrical/IT	\$22,125	1	\$22,125	tf-wb
Specialty Consultants					
	AV	\$13,661	1.1	\$15,027	mbf
	landscape	\$59,500	1.1	\$65,450	scj
	cost estimator	\$7,000	1.1	\$7,700	dcw
TOTAL PHASE 3				\$212,717	
Estimated Reimbursables		fee	overhead	amount	
	architect	\$993	1.1	\$1,092	arc
	structural/civil	\$710	1.1	\$781	pace
	mechanical, plumbing	\$380	1.1	\$418	fsi
	landscape	\$950	1.1	\$1,045	scj
	acoustics	\$250	1.1	\$275	coffman
Sub Total Reimbursables				\$3,611	
TOTAL				\$555,000	

EXHIBIT A

(2025) ARC BILLING RATES

Managing Principal/Project Manager (P)	\$220
Managing Principal (MP)	\$205
Project Manager L 6+ (PM)	\$165
Recent Graduate w/ Experience (RG)	\$120
Admin (Ad)	\$115

SCOPE OF WORK - ARC DETAIL	P	MP	PM	RG	remarks
FEE SUMMARY - Phase 1: City Council Chambers					
1.1 Immersion	0	2	8	0	(1) site visit
2. Design Options	0	4	18	20	3 concept options
3. Cost Estimate	0	1	8	0	w/ dcw
4. Design Documents	0	2	20	30	
5. Construction Documents	0	8	36	72	
6. Permitting Process	0	0	14	10	
7. Cost Estimate	0	1	8	0	w/ dcw
Project Management	0	2	20	0	
Meetings	0	4	4	4	(4) meetings
	0	24	136	136	296
Hourly Rate	\$220	\$205	\$165	\$120	
Subtotal Fee	\$0	\$4,920	\$22,440	\$16,320	
Sub Total Architectural Fee				\$43,680	Task 1
FEE SUMMARY - Phase 2: Infrastructure Analysis					
1. Immersion	0	0	0	0	
8. Site Analysis	0	0	0	0	
9. Site Design Options	0	0	0	0	
10. Site Construction Documents	0	0	0	0	
11. Permitting Process	0	0	0	0	
12. Cost Estimate	0	1	3	2	w/ dcw
Project Management	0	1	10	3	
Meetings	0	4	4	3	(4) meetings
	0	6	17	8	31
Hourly Rate	\$220	\$205	\$165	\$120	
Subtotal Fee	\$0	\$1,230	\$2,805	\$960	
Sub Total Architectural Fee				\$4,995	Task 2
FEE SUMMARY - Phase 3: City Hall & Annex Bldg					
1. Immersion	0	2	8	0	
2. Design Options	0	4	20	30	
3. Cost Estimate	0	1	8	0	w/ dcw
4. Design Documents	0	2	30	30	
5. Construction Documents	0	8	44	70	
6. Permitting Process	0	0	14	10	
7. Cost Estimate	0	1	8	0	w/ dcw
Project Management	0	2	34	0	
Meetings	0	8	8	8	(8) meetings)
	0	28	174	148	350
Hourly Rate	\$220	\$205	\$165	\$120	
Subtotal Fee	\$0	\$5,740	\$28,710	\$17,760	
Sub Total Architectural Fee				\$52,210	Task 3
Total Architectural Fee		58.00	327.00	292.00	\$100,885 Task 1, 2, 3

EXHIBIT B

ARC Architects

Hourly Billing Rates Schedule 2025

All rates are reviewed annually each January

CLASSIFICATION	\$/HOUR
Consulting Principal	\$220
Managing Principal/Project Manager	\$205
Architect PM	\$165
Architect Designer	\$150
Staff Designer	\$130
Recent Graduate w/ Experience	\$110
Intern	\$95
Administration	\$115

EXHIBIT C

ARC Architects

Standard Reimbursable Expenses

Reimbursable Expenses

Compensation for Reimbursable Expenses incurred by ARC Architects in connection with the Project shall be based on amounts invoiced to ARC Architects, plus ten percent (10%). The following list is not intended to be all inclusive but rather a list of the most common reimbursable expenses:

1. Fees paid for securing approval of authorities having jurisdiction over the Project
2. Reproductions and scanning services
3. Color & color plotting, small and large format
5. Couriers, postage and handling of documents
6. Parking, mileage and transportation expenses associated with the Project
7. Models, materials board, mock-ups and special samples requested by the Owner
9. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.



December 9, 2024

Mr. Jeff Wandasiewicz
ARC Architects
119 South Main Street, Suite 200
Seattle, Washington 98104

Project: Lake Stevens Council Chambers, City Hall, and Annex Building
Lake Stevens, Washington

Subject: Acoustical Design Services Fee Proposal - Revised

Dear Jeff:

Coffman Engineers, Inc. (Coffman) is pleased to provide our revised Acoustical Design Services proposal for the Lake Stevens Council Chambers and Municipal Services Campus project in Lake Stevens, Washington. Consistent with the City of Lake Stevens Request for Proposal dated August 30, 2024, this proposal is for design services from pre-design through construction documents. A Not to Exceed limit for reimbursable expenses is identified. The revision eliminates our scope and fee for Phase 3 and corrects the erroneous inclusion of CA services in the description of services.

TERMS AND CONDITIONS

The attached *Coffman's General Terms and Conditions* will serve as our contract for services in conjunction with this proposal. Specific terms and details of this proposal will govern where there is a conflict between the two.

SCOPE OF WORK

Our design services for each phase of the project are as follows:

Phase 1 – Council Chambers: Architectural Acoustics, Mechanical Noise Control

Phase 2 – Infrastructure Analysis: None

Phase 3 – City Hall and Annex: None

The following Scope of Work for Architectural Acoustics and Mechanical Noise Control identifies the services we will provide for the City Council Chambers building.

We propose to provide the following services:

Architectural Acoustics:

1. Participate in the pre-design assessment and advise the design team regarding acoustics-related design details for each design option.
2. Recommendations will be provided for quantities and locations of sound-absorbent finish materials such as acoustical wall panels, acoustical finish plaster, baffles, ceiling panels, and other materials as appropriate to control reverberant sound levels, and for room shaping as feasible to optimize natural sound reinforcement. Recommendations will be provided for

Mr. Jeff Wandasiewicz
ARC Architects
December 9, 2024
Page 2

acoustically sensitive spaces including private offices, public lobby, conference rooms, and other areas as appropriate. Reverberant sound control will be particularly important for council chambers, which have critical acoustical requirements for speech communication, sound reinforcement, and recordings of council proceedings.

- 3. Provide recommendations to ensure appropriate acoustical isolation for noise-sensitive spaces. Recommendations will include wall assemblies, floor-ceiling assemblies, sidelights, doors, and other assemblies as required to provide appropriate sound isolation.

Mechanical Noise Control:

- 1. Participate in the pre-design assessment and advise the design team regarding acoustics-related mechanical design details for each design option.
- 2. Establish design goals for mechanical system/HVAC noise compatible with speech intelligibility and other functional requirements.
- 3. Review mechanical system design and provide recommendations to control HVAC noise levels to achieve the design goals. Recommendations may include duct layout, silencers, equipment selection and location, rooftop equipment noise control, additional mass for building elements, vibration isolation, and other measures as required. Mechanical noise control for council chambers will be particularly important due to the requirement for effortless speech communication and low background noise for program recordings
- 4. Analyze the mechanical design for interior noise levels as it is developed and provide recommendations for equipment locations, silencers, and duct layout as needed for the system to meet design goals.

FEE

Our fee will be a lump sum of **Twenty-Five Thousand Three Hundred Ninety Dollars (\$25,390)**. Following is a breakdown of this fee:

<u>Phase 1</u>	<u>Fee</u>
Architectural Acoustics:	\$12,790
Mechanical Noise Control:	<u>\$12,600</u>
Total	\$25,390

ADDITIONAL SERVICES

We have allocated 16 hours for conference calls and virtual meetings to be distributed between the tasks as appropriate. Meetings and conference calls that exceed the allocated hours will be provided as an additional service. Additional Services shall be provided at an hourly rate based on the Labor Rate Schedule included herein.

REIMBURSABLE EXPENSES

Reimbursable Expenses are defined in *Coffman's General Terms and Conditions*. Reimbursable expenses are not included in our Basic Services fee and will be billed at cost, plus 10 percent for handling. Reimbursable expenses are expected to include mileage for any requested site visits Not to Exceed **Two Hundred Fifty Dollars (\$250)**.

Mr. Jeff Wandasiewicz
ARC Architects
December 9, 2024
Page 3

NOTICE TO PROCEED

Upon your concurrence with this proposal, please sign and return a copy of this proposal and initial and return the attached *Coffman's General Terms and Conditions* to this office for our records and as our Notice to Proceed.

Thank you for including Coffman Engineers, Inc. on this project. Please call if you have any questions or require additional information.

Sincerely,

COFFMAN ENGINEERS, INC.



Seth Tomlinson
Discipline Manager, Acoustics

ra/st:rzd
Enclosures

\\coffman.com\Proposals\Seattle Proposals\2024\24-03483 Lake Stevens City Council Chambers\24-03483 Lake Stevens Council Chamber & Municipal Services Campus - Acoustics Proposal - Revised.docx

APPROVED AND ACCEPTED BY:

ARC ARCHITECTS



Signature

Principal

Title

12/11/2024

Date



Proposal #03483
Lake Stevens Council Chambers, City Hall, and Annex Building
Lake Stevens, Washington
Revised Acoustical Fee
December 9, 2024

Coffman's General Terms and Conditions

These General Terms and Conditions, as well as the terms in the proposal delivered to you, make up the "Agreement" as referenced herein. The term "Client" refers to the entity referred to in the proposal that is obtaining Coffman's professional services.

1. **Basic Services:** Coffman will provide Client "Basic Services," which are more particularly described in the Proposal attached hereto. The Basic Services will be provided in phases as defined in the attached Proposal. Coffman's Basic Services will be performed in accordance with applicable laws, codes, and standards currently in effect as of this Agreement's Effective Date.

2. **Additional Services:** Services not expressly identified as Basic Services, services expressly outside the scope of Basic Services, or services identified as "Additional Services" in the attached proposal shall be considered "Additional Services." Additional Services may be required for the Project. Coffman may notify Client if it believes Additional Services are required on the Project and shall notify Client before performing any Additional Services. Coffman shall not be required to perform Additional Services pursuant to this Agreement unless Client provides written authorization for Coffman to proceed with the Additional Services and Coffman agrees to perform such Additional Services. Coffman's performance of Additional Services shall entitle Coffman to additional compensation pursuant to (i) the rate and reimbursable expense schedules in the attached proposal (ii) an appropriate adjustment in Coffman's schedule for completion. Additional Services and Basic Services may be collectively referred to herein as "Services."

3. **Reimbursable Expenses:** Expenses other than salary costs that are directly attributable to Coffman's Services ("Reimbursable Expenses") will be invoiced as described in the attached proposal and or the reimbursable schedule, or, if not listed in these documents, at Coffman's cost plus a 10% markup. Reimbursable Expenses include but are not limited to expenses related to out of town travel, long distance phone charges, postal and shipping charges, personal and rental car usage, job related supplies, and printing/reproduction costs.

4. **Subcontractors:** Coffman may, at Coffman's sole discretion, utilize other firms or consultants, if necessary, to complete the Services. The cost of any subconsultant services shall be subject to a 10% markup or as otherwise agreed upon to cover Coffman's overhead expenses.

5. **Time of Performance:** Coffman's Services pursuant to this Agreement are to commence upon the Agreement's Effective Date and continue until agreed upon Services are completed or the Agreement is terminated. Coffman will perform its Services with due and reasonable diligence consistent with sound professional practices. Coffman shall not be responsible for failure to perform its Services if (i) there is a failure or delay by Client or its contractors, employees, or agents in providing Coffman with the necessary access to documentation or information; (ii) Client causes delays in any manner, whatsoever; (iii) such failure is due to any force majeure, fire, inclement weather, act of governmental authority, or any other cause reasonably beyond Coffman's control. In any of these events, Coffman's time for completion of its Services shall be extended accordingly.

6. **Standard of Care:** Coffman shall perform Services in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographical area. **CLIENT ACKNOWLEDGES AND AGREES THAT COFFMAN HAS MADE NO OTHER IMPLIED OR EXPRESS REPRESENTATION, WARRANTY, OR CONDITION WITH RESPECT TO THE SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT.**

7. Compensation:

- A. Compensation to be paid Coffman shall be in accordance with the Agreement and attached appendices. Coffman shall submit monthly invoices to Client. Invoices shall be due and payable by Client immediately upon receipt.
- B. Invoices not paid within thirty (30) days of receipt will be considered delinquent, and Client will be liable to Coffman for a late charge accruing from the date of such invoice to the date of payment at the lower of twelve (12) percent per annum or the maximum rate allowed by law and Client agrees to pay such late fee.
- C. If Client fails to pay Coffman's invoices for fees and/or Reimbursable Expenses when they become due, other than in connection with a good faith dispute of the amount owing or due Coffman's breach of this Agreement, Coffman may suspend performance of its Services pursuant to this Agreement following three (3) days written notice to Client of such non-payment until Coffman is paid in full for all invoices due. In the event of such suspension for non-payment, Coffman's time for completion of its Services shall be extended accordingly.
- D. Further, if Client fails to pay Coffman's invoices for fees and/or Reimbursable Expenses when they become due, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, Coffman may elect to terminate this Agreement and performance of Services immediately following written notice from Coffman to Client. Notwithstanding any such termination of services, Client shall pay Coffman for all services rendered by Coffman up to the date of termination of Services plus all interest and termination costs and expenses incurred by Coffman.
- E. Client agrees that it will reimburse Coffman for any costs and attorneys' fees (including in-house counsel costs) Coffman incurs in any proceedings involving Client's delinquent invoice payments or nonpayment.

8. **Termination:** Notwithstanding any other section of this Agreement, either party may terminate this Agreement by fifteen (15) days written notice. If Client elects to terminate this Agreement, Client shall pay Coffman in full for all Services performed and Reimbursable Expenses incurred up to the date which Coffman receives written termination notice, plus all termination costs and expenses incurred by Coffman. If Coffman elects to terminate this Agreement, Client shall pay Coffman in full for all Services performed and Reimbursable Expenses incurred up to the termination date.

9. **Insurance:** Coffman shall at its own cost and expense procure and maintain for the duration of this Agreement the following insurance policies:

- A. **Commercial General Liability Coverage:** \$1,000,000 per occurrence and \$2,000,000 aggregate coverage for bodily injury, personal injury, and property damage.
- B. **Automobile Liability Coverage:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. **Workers' Compensation Coverage:** Coffman shall maintain Workers' Compensation insurance for its employees in accordance with the laws of the state where the services are being performed.
- D. **Professional Liability Coverage:** Coffman maintains professional errors and omissions coverage in an amount of \$1,000,000 on a claim made annual aggregate basis.

Coffman

ST

Client Initials

jw

Certificates of insurance reflecting such coverage may be produced by Coffman upon request. Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverages held by either party to this Agreement.

10. Limitation of Liability: To the fullest extent permitted by law, Coffman and Client agree to limit the liability of Coffman and its subconsultants to Client for any and all causes of action, claims (including but not limited to claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty), losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes related to Coffman's Services, so that the total aggregate liability of Coffman and its subconsultants to all those named shall not exceed \$50,000 or Coffman's total fee for Services, whichever is greater, in any event.

11. Indemnity: Subject to the limitation of liability mutually negotiated in this Agreement, Coffman shall indemnify Client from damages resulting from third party claims solely to the proportionate extent they are proximately caused by Coffman's negligent performance of Services pursuant to this Agreement. Coffman's indemnity obligations shall not require it to indemnify Client for Client's sole negligence or reckless or willful misconduct. If damages are caused by, result from, or relate to the concurrent negligence of Client or a third party not directly controlled by Coffman, Coffman's indemnity obligations shall be strictly limited to the extent of its proportionate negligence as established by a court of competent jurisdiction or arbitrator.

12. Ownership of Documents: All reports, field data, field notes, test data, calculations, drawings and specifications, estimates, CAD drawing files, and other documents prepared by Coffman, its officers, employees, agents, and subcontractors in the course of implementing this Agreement (collectively "Instruments of Service") shall remain Coffman's property. Coffman grants Client a nonexclusive license to use the Instruments of Service solely and exclusively in connection with Client's use on the Project, provided that Client substantially performs its obligations pursuant to this Agreement, including prompt payment of all sums when due to Coffman. Client agrees to indemnify and hold Coffman harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including but not limited to reasonable legal fees, costs of defense, and in-house counsel expenses), accruing or resulting to any persons, firms, or other legal entities on account of any damages or losses to property or persons including death and/or economic loss, arising out of the unlicensed or unauthorized use, transfer, or modification of the Instruments of Service.

13. Jobsite Safety: Coffman will not supervise, direct, control, or have authority over or be responsible for construction means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto on the Project or for any failure of Client to comply with applicable laws and regulations.

14. Hazardous Materials: Client acknowledges that Coffman has no expertise in and is not being retained for the purposes of investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances. Client agrees to indemnify and hold harmless Coffman from and against any and all claims, losses, damages, liability, and costs, (including but not limited to reasonable legal fees, costs of defense, and in-house counsel expenses) arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liabilities as may arise out of the sole negligence of Coffman in the performance of services pursuant to this Agreement.

15. Mutual Consequential and Punitive Damages Waiver: Neither Coffman nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party or to any third party. No punitive or exemplary damages of

any kind shall be recoverable against either party under any circumstances.

16. Assignment: Except as expressly provided for herein, neither Party will assign this Agreement, any right arising out of it, or the performance of obligations hereunder, without the written consent of the other. Nothing contained in this Agreement will create a contractual relationship with, or cause of action in favor of, any third party.

17. Severability: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable, or in conflict with the laws of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected and shall remain in full force and effect.

18. Governing Law: This Agreement shall be governed by the law of the location of Coffman's office identified in the attached Proposal, without regard to conflict of law principles.

19. Headings: The headings in this Agreement are for convenience of reference only and shall not be deemed to be a part of this Agreement or limit or otherwise affect the construction, interpretation, or meaning thereof.

20. Dispute Resolution: All claims, disputes, controversies, or matters in question arising out of or relating to this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, with the exception of those disputes that arise out of or are related to collection matters or fees alone pursuant to this Agreement (collectively "Disputes"), shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any Disputes, Coffman and Client shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. The mediator shall be located in the same county as Coffman's office listed in this Agreement, unless the Parties otherwise agree. In the event the Parties fail to mutually agree on a mediator, within ten (10) calendar days of a mediation request, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either Party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party as determined by an arbitrator or court of competent jurisdiction shall be entitled to recover its reasonable litigation expenses, including but not limited to court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. Amendments: This Agreement may be modified or amended only by a written document executed by both Coffman and Client.

22. Interpretation of Agreement: This Agreement shall be interpreted as though prepared by all Parties thereto and shall not be construed unfavorably against either Party.

23. No Third-Party Beneficiary: This Agreement is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right of action or any other right or benefit upon any third party not a party to this Agreement.

24. Entire Agreement: This Agreement constitutes the complete and exclusive statement of Agreement between Client and Coffman. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

25. Waiver: No failure on the part of either Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that Party may have hereunder.

Coffman ST Client Initials jw



Seattle Office Billing Rate Schedule

Effective January 1, 2024

<u>PERSONNEL</u>	<u>HOURLY RATES</u>
Principal (A)	\$235
Discipline Manager (A)	\$190
Senior Consultant (A)	\$190
Consultant II (A)	\$120
Technician I (A)	\$90
Senior Crane/Welding Specialist	\$242
Commissioning Manager	\$220
Commissioning Project Manager	\$200
Commissioning Engineer	\$180
Commissioning Specialist	\$170
Commissioning Technician II	\$155
Commissioning Technician I	\$135
General Manager	\$200
Principal Advisor II	\$260
Principal Advisor I	\$237
Principal III	\$268
Principal II	\$257
Principal I	\$242
Senior Discipline Manager	\$237
Senior Discipline Engineer	\$234
Discipline Manager	\$220
Senior Project Engineer	\$230
Senior Engineer	\$190
Engineer III	\$170
Engineer II	\$153
Engineer I	\$133
Senior Lighting Designer	\$175
Senior Project Manager	\$237
Project Manager	\$195
Senior Designer	\$164
Designer III	\$147
Designer II	\$135
Designer I	\$125
Drafter II	\$105
Drafter I	\$90
Engineering Technician	\$120
Engineering Intern	\$80
Project Administrator	\$120
Clerical	\$83

These rates are effective through December 2024



Seattle Office Reimbursable Expenses Schedule

Effective January 1, 2024

Reproduction Costs

Copies – 8 ½" x 11", 8 ½" x 14" (per page): \$0.10
 Copies – 11" x 17" (per page): \$0.15

System Charges

Plots:

Size	Paper Plots
11" x 17"	\$0.75/plot
18" x 24"	\$1.50/plot
24" x 36"	\$3.00/plot
24" x 48"	\$4.00/plot
30" x 42"	\$4.50/plot
36" x 48"	\$6.00/plot
36" x 60"	\$7.50/plot

Computer Charges from Other Systems: Billed at 1.10 times cost

Auto Mileage Reimbursement Per Current Federal Guidelines: 67.0 cents per mile

Equipment, Supplies, and Other Services

Charges for miscellaneous expenses such as long distance or toll telephone calls, postage and shipping charges, telegrams and messenger service, permits, licenses, and fees paid for securing approval of authorities having jurisdiction over the project will be billed at 1.10 times cost.

Charges for services, equipment, travel, and facilities not furnished directly by Coffman Engineers, Inc., and any unusual items of expense not customarily incurred in our normal operations, are computed on the basis of cost plus 10 percent. Such items include, but are not limited to, surveying services, services of testing laboratories, and unnamed specialist consultants.

3D Scanner: \$130/Hourly Rate



November 25, 2024

Jeff Wandasiewicz | *Principal, AIA*
 ARC Architects
 119 S Main Street, STE 200
 Seattle, WA 98104

Jeff,

MBF AV & Acoustical Consulting is honored to offer the services of Audiovisual Design Consultation for the Lake Stevens Council Chambers Design & Infrastructure Analysis project. At MBF AV & Acoustical Consulting we have over 25 years of experience designing complex acoustical, audio, control and video systems.

This proposal addresses the three Phases & Task requirements for the project as described in the documents supplied by ARC Architects. The scope below is based on the information provided via e-mail dated 09/30/2024.

Phase No. 1 – City Council Chambers

- **Task No. 1 – Provide two design options for the council chambers:**
 - o Review usage requirements & feature sets with the owner to develop solutions for use of the council chambers as directed by ARC Architects. These include the use of the space as council chambers, court or public meeting space.
 - o Develop cost opinions for installed AV system concepts. Reference pros and cons with each concept.
- **Task No. 2 – Develop a permit-ready design for integration into the architectural set:**
 - o Based on the selected design option from Task Number One, develop construction documents, specifications and budgets for permit analysis and bidding.
 - o Review design for archiving and municipal TV channel broadcast of events on YouTube, or the provision of endpoints for future connection to same. Ensure design concepts are flexible and useful with multiple furniture layouts. Ensure AV control systems integrate with lighting and shade or drape control as required.
 - o Develop AV System bid documents including floor plans, ceiling plans, details, schematic drawings and cost estimate.

Phase No. 2 – Infrastructure Analysis

- **Task No. 1 – Review infrastructure analysis of campus with regards to audiovisual technology for future development phases.**
 - o Identify the potential benefits with AV connections to the existing campus spaces. This may integrate into the telecommunications / network infrastructure to enable wider area broadcast of events in the council chambers building.
- **Task No. 2 – Infrastructure Site Plans**
 - o Develop AV System bid documents including site plans, details, schematic drawings and cost estimate.

Phase No. 3 – City Hall and Annex Building

- **Task No. 1 – City Hall and Annex Building AV Communication Integrations**
 - o Review usage requirements & feature sets with the owner to develop solutions for use of the city hall and annex building as directed by ARC Architects.
 - o Develop cost opinions for installed AV system concepts.
- **Task No. 2**
 - o Based on the selected design option from Task Number One, develop construction documents, specifications and budgets for permit analysis and bidding.
 - o Review design for conference room and public spaces. Ensure design concepts are flexible and useful with multiple furniture layouts. Ensure AV control systems integrate with lighting and shade or drape control as required. Review costs associated with room scheduling systems.
 - o Develop AV System bid documents including floor plans, ceiling plans, details, schematic drawings and cost estimate.

Fees and Expenses

Our service is based on an hourly rate and an anticipated quantity of time. We estimate based on previous project experience, the quantity of site meetings, development time (at our office) and document & travel expenses.

MBF AV & Acoustical Consulting generates design documents in AutoCAD 2024LT by Autodesk. MBF AVA does maintain a current Revit LT software suite for extraction of drawing components.

Based on the receipt of electronic AutoCAD documentation for use in creating construction documents for the audiovisual system design and acoustical recommendations, MBF Audiovisual & Acoustical Consulting proposes a Lump Sum consultation fee of \$51,454.08.

Cost Breakdown of proposed services:

Phase No. 1, Task No. 1 – Council Chambers Design Options	\$ 7,790.00
Phase No. 1, Task No. 2 – Council Chambers Permit Documents	\$ 19,761.36
Phase No. 2, Task No. 1 – Infrastructure Analysis	\$ 2,460.00
Phase No. 2, Task No. 2 – Infrastructure AV Permit Documents	\$ 7,781.36
Phase No. 3, Task No. 1 – City Hall & Annex Design Options	\$ 2,460.00
Phase No. 3, Task No. 2 – City Hall & Annex Permit Documents	\$ 11,201.36
Total	\$ 51,454.08

- MBF Audiovisual rates:
 - Principal Designer \$190.00 Hr.
 - Senior Designer \$145.00 Hr.
 - Office Development Time \$145.00 Hr.
 - Construction Administration \$190.00 Hr.
- Terms. Unless specified otherwise invoices will be presented monthly, payment is to be made within 30 days of receipt of invoice. Invoices paid later than 30 days from the date of

invoice shall be subject to 1.5% interest rate. This late payment clause may be waved at the sole discretion of the AV Consultant.

If approved, please sign where indicated and send to MBF Audiovisual & Acoustical Consulting at John@mbfava.com.

Very Respectfully,



John R. Hardwick
Owner / Principal



Acceptance of proposal

Jeff Wandasiewicz

Printed Name

12/11/24

Date Signed

Principal

Position Held

General Provisions

- The International Building Code 2021 Edition references the National Fire Alarm and Signaling Codebook 2016 Edition which requires audio, video, intercom and tactile information display technologies be integrated where used as Emergency Communications Systems (ECS). This paragraph is in no means a complete and exhaustive listing of those requirements. It is included merely as an informational paragraph. **Costs associated with ECS design requirements are not included in this proposal.**
- MBF Audiovisual and Acoustical Consulting makes recommendations based on professional experience and the use of EASE (Rev 4.4) and Insul Rev 9.0 modeling software. Software models are generated based on architectural plans and details provided by ARC Architects.
- All references herein to the word "Consultant" or "Designer" refer to MBF Audiovisual & Acoustical Consulting.
- Consultant is not a licensed Architect or Engineering firm and is not representing the services included in the proposal as Engineering services. The conclusions and suggestions included in this proposal and provided reports or documents, which together constitute our recommendations of Professional Service, should be considered as the opinions of a professional Audiovisual & Acoustical Designer only. The fee quoted does not include the services of a licensed Engineer. In the event that the client does not choose to engage the services of a licensed Structural or Electrical Engineer, Consultant shall not be held liable for any incompleteness in the deliverable do to the lack of involvement by those licensed Engineers.
- Our Opinions of Probable Cost of audiovisual & acoustical recommendations will not include rough estimations for general building materials and installation of general building infrastructure elements, such as structural steel and electrical items. Supplemental input from other consultants and/or contractors may be needed in order to have a complete installed cost amount.
- If the Owner / Architect suspends the design project the Consultant shall be compensated for expenses incurred before the notice of suspension is received in writing at the Consultants office. If Owner / Architect suspends the design project for a period greater than 90 days for reasons other than the fault of the Consultant, the Consultant shall have the opportunity to renegotiate the project based on current economic conditions.
- MBF Audiovisual & Acoustical Consulting carries a General Liability insurance policy of \$1 million per event and \$2 million aggregate and a Professional Liability / E & O policy for \$1 million annual aggregate. E & O certified coverage shall not be issued for this project unless otherwise requested by the client. A \$50 certificate fee will be charged for each additionally ensured organization requested.
☐ Yes _____ Quantity.
- MBF Audiovisual & Acoustical Consulting shall have the right to photographic images of the involved spaces and the exterior of the building and grounds for the purposes of marketing and professional materials.
- Any documents generated by MBF Audiovisual & Acoustical Consulting are licensed for use on a specific project. Ownership of the documents and intellectual property therein remains with MBF AV & Acoustical Consulting LLC.
- Documents are intended for use in specific applications and projects. Any failures or damage as a result of reproduction and/or use of these documents and concepts in other spaces without prior written permission are not the responsibility of MBF Audiovisual & Acoustical Consulting.
- Any reproduction or use of documents for Lake Stevens Council Chambers Design & Infrastructure Analysis project for any other project would be a violation of copyright laws.
- Any work outside the scope listed in this document shall require written approval prior to being performed. Rates listed above will be used in determining the cost of work outside the project scope.
- This proposal is valid for 90 days after the date of generation.

EXHIBIT D

November 25, 2024

Jeff Wandasiewicz
ARC Architects
119 S Main Street, Suite 200
Seattle, WA 98104

Re: City of Lake Stevens Council Chambers

Dear Jeff:

Thank you for including us on the team for the subject project. My understanding of scope is based on your email dated 11/14/24 and the RFP dated 8/30/24. Per the email, this proposal is broken out into Phases 1, 2 & 3 as defined in the RFP.

Phase 1 – Council Chambers

Following are specific scope items included:

- Review of existing conditions
- Design narrative
- Electrical plans and specifications suitable for bidding, permitting and construction. Following systems are included:
 - Power service
 - Power distribution
 - Lighting and lighting controls
 - Data cabling system
 - Fire alarm system
 - Access control system
 - Intrusion detection system
 - Video surveillance cameras
- Electrical cost estimate
- Coordination with architect for space requirements for electrical equipment in building and on site

A lump sum fee of \$24,375 is proposed for electrical engineering services in Phase 1 and is broken out as follows:

Predesign	\$3000
Schematic Design	\$5130
Design Development	\$5700
Construction Documents	\$10,545

Phase 2 – Infrastructure Analysis

Following are specific scope items included:

- Electric vehicles

EXHIBIT D

- Power distribution
- Standby power options
- Telecommunication infrastructure
- Narrative describing electrical and telecommunication infrastructure, identifying opportunities for expansion, and identifying required or recommended upgrades.
- ROM electrical cost estimate
- Electrical site plan suitable for bidding, permitting and construction

A lump sum fee of \$9410 is proposed for electrical engineering services in Phase 2 and is broken out as follows:

Predesign	\$3500
Schematic Design	\$1350
Design Development	\$1600
Construction Documents	\$2960

Phase 3 – City Hall & Annex Building

Following are specific scope items included:

- Review of existing conditions
- Design narrative
- Electrical plans and specifications suitable for bidding, permitting and construction. Following systems are included:
 - Power service
 - Power distribution
 - Lighting and lighting controls
 - Data cabling system
 - Fire alarm system
 - Access control system
 - Intrusion detection system
 - Video surveillance cameras
- Electrical cost estimate
- Coordination with architect for space requirements for electrical equipment in building and on site

A lump sum fee of \$22,125 is proposed for electrical engineering services in Phase 3 and is broken out as follows:

Predesign	\$3000
Schematic Design	\$4590
Design Development	\$5100
Construction Documents	\$9435

Construction administration services are excluded from this proposal. Fees for construction admin services will be provided upon request.

Hourly rates should any additional services be requested on an hourly basis are as follows:



EXHIBIT D

Principal	\$155/hour
Project Manager	\$130/hour
Project Engineer	\$120/hour
Revit/CAD Drafter	\$105/hour

No reimbursable expenses are anticipated.

Again, thank you for your request. Please contact me if you have questions or wish revisions.

Sincerely,

Kevin Wartelle



415 1st Ave, #9671
Seattle, WA 98109
220 NW 8th Ave
Portland, OR 97209

206 259 2990
www.dcwcost.com
WBE WOSB SCS

EXHIBIT D

December 5, 2024

Jeff Wandasiewicz
ARC Architects
119 S Main St, Suite 200
Seattle, WA 98104

RE: New Council Chambers Design & Municipal Service Campus Infrastructure Analysis

FP-WA-2024-0424

Dear Jeff Wandasiewicz,

Thank you for inviting our team to submit a proposal for Cost Consulting services on this project.

My understanding of the scope of services to be provided is incorporated into the attached assumptions as detailed in Schedule 1. The proposed fees in Schedule 2 assume these terms & conditions will be in effect for the provision of our services, and we reserve the right to adjust our fee should these be changed, or should we be required to execute a different contract between us.

I look forward to the opportunity of assisting you on this particular project. If you have any questions regarding these fees or the scope of our services, please do not hesitate to contact me. If you are in agreement with the scope, fees, and contract terms, please sign as indicated, retain a copy, and return the signed copy.

Sincerely,

A handwritten signature in black ink, appearing to read "TD", with a long horizontal flourish extending to the right.

Trish Drew, CPE, LEED AP
Managing Director

SCHEDULE 1**DCW COST MANAGEMENT, LLC's Basic Services****Project Description:**

We understand that the project comprises cost planning for the New Council Chambers Design & Municipal Service Campus Infrastructure Analysis located in Lake Stevens, WA. The cost study scope of work includes costing the design documents and accompanying narratives and specifications for Phase 1, 2, and 3 simultaneously.

The intended design package consists of a phased project that including a City Council Chambers, a City Hall Building and an Annex Building.

- **Phase 1 Council Chambers** – Phase 1 of this project involves developing design options and architectural drawings for new, functional, and flexible City Council Chambers. The first floor has 4,517 SF of conditioned space and 508 SF of unconditioned space while the second floor has 3,074 SF of conditioned space and 156 SF of unconditioned space. Due to the proposed use of the City Council Chambers, a change of occupancy from (B) to an assembly space (A-3) is required. Current climate-control and mechanical/plumbing systems for potential upgrades will be evaluated.
- **Phase 2 Infrastructure Analysis** – Phase 2 will provide an Infrastructure Analysis for the Municipal Services Campus and include a revised parking lot, stormwater detention/conveyance system, site landscaping, communications and backup power. The infrastructure analysis will focus on onsite power, telecommunications, parking, stormwater, and landscaping to facilitate the buildout of the campus in future development phases.
- **Phase 3 City Hall & Annex Building** – Phase 3 will incorporate key design elements for City Hall such as defined workspaces for different departments based on the need for public interaction, flex spaces for staff, conference rooms, break areas, restrooms and a kitchenette. The design focus for the Annex Building is to evaluate the use of the mezzanine as an office and workspace for the Information Technology Department, records storage, mechanical equipment and flex office space. The lower northern suite will be designed as a multi-purpose wellness center that explores utilizing the front-facing space as a potential tenant space for passports or related government support services. The design options should consider effective audio-visual configurations, power and internet connections, acoustics and lighting

Detailed Scope of Work:**Task 1 Preliminary Options**

- Prepare an opinion of probable construction costs during this stage for up to two options, including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Unifomat II component format.
- This stage includes a maximum of five additive/deductive bid alternates.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- Up to three team and client meetings are included during this phase.
- Value Management and Reconciliation are not included in this task and will require an additional service.

EXHIBIT D

Task 2 Refined (Cost Estimate Update)

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Uniformat II component format.
- This stage includes a maximum of five additive/deductive bid alternates.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- Up to three team and client meetings are included during this phase.
- Value Management and Reconciliation are not included in this task and will require an additional service.

Task 3 Final Cost Plan

- Prepare an opinion of probable construction costs during this stage for up to two options, including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Uniformat II component format.
- This stage includes a maximum of five additive/deductive bid alternates.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- Up to three team and client meetings are included during this phase.
- Value Management and Reconciliation are not included in this task and will require an additional service.

Revisions:

Revisions are inclusive of redlines based solely on the narratives and drawings provided at the beginning of the contracted costing phase. Changes to the drawings made during the estimating process will not be incorporated into the current cost plan without prior discussion and additional fee. Acceptable revisions are minor corrections that expand upon the drawings and narratives provided at the initiation of the costing exercise.

Costing Schedule:

Our consultants require adequate time to complete their costing work, which can range between two to six weeks for draft development based on project size. It is highly recommended that you communicate with the DCW team prior to project delivery to ensure that we can work within your preferred timeline.

Value Management:

Value management is typically not included in our cost exercise unless specifically requested. We maintain specialty tools to support budget management and, upon request, are happy to produce the tools and provide this service.

Reconciliation:

Reconciliation is not assumed in our costing work unless explicitly requested. Reconciliation with Contractors based on the GC/CM or CM/GC delivery method can be incorporated at your request as an additional service.

SCHEDULE 2**Fee Schedule****Fee Breakdown**

	HRS	RATE	SUM
Task 1 Preliminary Options	60	\$175	\$10,500.00
Task 2 Refined	32	\$175	\$5,600.00
Task 3 Final Cost Plan	40	\$175	\$7,000.00
SUM Total	132		\$23,100.00

The services in the scope of work (Attachment 1) will be performed on an **Hourly Basis NTE (not to exceed)** the amount of **\$23,100**.

The fees are valid for ninety days from the date of this proposal. Should any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications, and reports required for the performance of our work will be provided electronically, at no cost to DCW Cost Management, LLC. Should you require printed copies of our opinions of probable construction cost, this fee assumes that we will provide a maximum of six copies of each report.

(end of page)

SCHEDULE 3**DCW COST MANAGEMENT, LLC Current Hourly Rate Schedule**

All other services not detailed above, including additional estimates, further revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services will be considered additional services. Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out. Currently, these hourly rates are:

	<u>Bill Rate</u>
Directors	\$185.00
Specialists	\$175.00- \$185.00
Cost Estimators*	\$165.00 - \$175.00
Clerical	\$110.00
Deposition and Trial	Additional 50%

*Primary work performed by Cost Estimators

Confirmation of Agreement: This letter correctly sets out the scope and fees to be provided by DCW Cost Management, LLC for the proposed project.

DCW COST MANAGEMENT, LLC.

Client: ARC Architects

DATE: 12/5/2024

DATE: 12/11/24

By: Trish Drew

By: Jeff Wandasiewicz

Its: Managing Director

Its: Principal






December 6, 2024

Jeffrey Wandasiewicz, Principal, AIA
ARC Architects
119 South Main Street, Suite 200
Seattle, WA 98104
Sent via email: wandasiewicz@arcarchitects.com

RE: Lake Stevens Municipal Services Campus – Revised Landscape SOW

Dear Jeff,

Thank you for requesting a scope of work for the City of Lake Stevens Municipal Services Campus. We look forward to working with you and ARC on another great community space. Our understanding is that SCJ will assist with developing landscape drawings to a 90% CD level, and providing a Level 1 tree risk assessment for the campus area between 18th and 20th Streets SE along South Lake Stevens Road, as highlighted below:



Scope of Professional Services
December 6, 2024

We will begin by visiting the site to assess the current landscape infrastructure, including natural and landscape planting areas, amenities, parking, landscape area grading and drainage, and the existing irrigation system. We will also review the site's accessibility from an accessibility standpoint, visible utilities, existing vegetation, and existing pedestrian lighting (if any). We will provide a Level 1 Tree Risk Assessment and report by an ISA Certified Arborist for all significant trees on-site.

After collecting site data, we look forward to collaborating with you on a site plan depicting buildings and other infrastructure, human use areas around each structure, and amenity areas in the available spaces around the buildings, along with passive programming around the preserved wetland areas in the NW and SW corners of the site.

Based on our discussions and at the City's request, we propose to provide the following:

Phase 1 – City Council Chambers: No landscape scope of work is included for this Phase.

Phase 2 – Infrastructure Analysis

- Video kickoff meeting to review goals and objectives
- Site visit by SCJ Staff
- Landscape Infrastructure analysis memo
- Tree Risk Assessment

Phase 3 – City Hall/Annex Buildings/Campus Plan Pre-design through 90% Construction Documents

- Development of a site plan and construction documents depicting:
 - Proposed landscape, amenities, connections
 - Landscape and hardscape areas around the new buildings
 - Landscape irrigation plans and specifications
 - Natural area design features
- Coordination, communication, and collaboration with the design team and the City.

Please review the detailed Scope of Professional Services - Attachment A on the following pages. If you have any questions, please call. If the process and fee estimates outlined on the following pages are acceptable to you, please sign the attached agreement. We look forward to working with you!

Sincerely,



Mark S. Garff, PLA, ASLA
Principal Landscape Architect

Scope of Professional Services – Attachment A

Landscape Architecture Services: Lake Stevens Task 3 – Infrastructure Analysis.

Phase 01 – Lake Stevens “Task 2” – Infrastructure Analysis

Task 01 – Site Analysis

Staff from our Seattle office will visit the site and review the existing landscape. The condition of the following items will be inspected and noted:

- Existing plant material, ornamental and native
- On-site irrigation system
- Visible utilities
- Pedestrian lighting
- Amenity areas
- Native plant and wetland buffer areas (excludes wetland delineation)
- Pedestrian infrastructure
- Coordination with Civil Engineering Consultant on stormwater infrastructure

Task 01 Deliverables

- Video kickoff meeting with design team
- Site visit
- Site conditions memo

Understanding/Assumptions

- A wetland delineation or Critical Area Report is not included
- Site analysis includes exterior elements only; building infrastructure is not included
- City of Lake Stevens/ARC Architects will provide a topographic survey and site plan with utilities in CAD for use in the preparation of our report
- Task includes one site visit and one video meeting. Additional meetings billed hourly in Task 98

Task 02 – Tree Protection Plan and Level 1 Limited Visual Risk Assessment

SCJ Staff will inventory on-site and site-adjacent trees. We will provide a Level 1 Limited Visual Risk Assessment for all trees on site. This will include a walk-by inspection with notes to determine which trees may pose a risk and should be assessed in greater detail. For those trees deemed potential risks, a Level 2 Basic Risk Assessment can be provided on a T&M basis or under a new scope of work.

Task 02 Deliverables

- Site visit
 - Inventory of all trees within parcels
 - Assessment of trees proposed for retention
 - Identification of any off-site trees that may be impacted

- Report and tree protection plan
 - Overall description of property and existing trees/vegetation
 - Summary of trees to be removed or retained
 - Tree density calculations
 - Tree protection measures
 - Code review

Task 02 Deliverables

- Tree Report and Protection Plan

Understanding/Assumptions

- A full site survey with tree locations and sizes will be provided for our use before visiting the site
- Risk assessment for trees with a diameter of less than 8" will not be required, as the city does not define them as "significant"
- Trees deemed potentially hazardous will require a level 2 basic risk assessment to be performed on a T&M basis. We can provide this additional risk assessment if the city requests it or under a new proposal.

Phase 02 – Lake Stevens “Task 3” – City Hall and Annex Building, Campus Plan

Task 01 – Conceptual and Schematic Design

Before starting any design, we will confirm our work plan and the city’s goals and objectives with ARC Architects and the City of Lake Stevens. We will collaborate on ideas for different areas, program elements, amenities, and layouts. Before starting on concept plans, we will create a base map of areas of focus using provided surveys, aerial photography, site photos, and architectural plans.

After collaborating and verifying the required program elements, we will create an overall site layout plan for the entire site with landscape elements depicted.

Our plans will show work by other consultants and will depict our layout for landscape elements, hardscape, feature elements, planting areas, and all proposed landscape improvements for the site. They will include outdoor hardscape, retaining walls, planting, parking, pedestrian connections, and site amenity spaces. For the preserved open space/buffer area, we will depict proposed amenities, trails, gathering spaces, contemplative zones, artistic elements, and ecological features as allowed. Wetland buffers (determined by others) may limit the use of the natural areas.

We will consider pedestrian access and pedestrian connections between buildings and look at ways to enhance connectivity between the campus buildings. We will enhance strategic views and create or enhance the separation of utility/maintenance areas from amenity areas.

Task 01 Deliverables

- Design team kickoff meeting
- Base map generation from provided surveys and architectural drawings
- Collaboration on design ideas and amenities
- One overall concept plan with options for layout, circulation, amenities, lighting, and planting
- Presentation of concept plans to the Design Team and City of Lake Stevens
- Progress and other virtual meetings (up to 3 meetings this task)
- Coordination, communication, and project management

Task 01 Understanding/Assumptions

- Site analysis includes exterior elements only
- City of Lake Stevens/ARC Architects will provide a topographic survey and site plan with utilities in CAD for use in the preparation of our plans
- Others will provide a wetland delineation and or Critical Area Report or Plan
- Any required critical area mitigation planting plans will not be included and can be developed under a separate scope of work
- Task includes three video meetings with the design team and/or owner. Additional meetings billed hourly in Task 98

Task 02 – Design Development

In this task, we will continue to refine the design and provide additional details about the site, hardscape, location, and character of all landscape elements. We will also provide more detailed information about planting and irrigation, but not as full construction plans. A plant palette will be selected, and an overall DD-level irrigation layout will be provided. Site materials will be presented to the City for selection. Outline-level DD specifications will be provided.

We envision this phase to include:

- Layout, material selection, patterning, and surface drainage of exterior pedestrian and vehicular pavements and planting areas. (Drainage infrastructure, inlets, and stormwater system is to be sized and detailed by the project civil engineer).
- The layout of site furnishings including planting containers, trash receptacles, benches, tables, and chairs.
- Exterior planting layout and species recommendations. Planting plans will describe desirable plant massing, allowing for flexibility in final species selection.

Task 02 Deliverables

- Layout plans showing an overall site layout and enlarged site layout plans, with hardscape and softscape materials noted

- DD-level planting plan showing types of plant material to be used
- DD-level irrigation plan
- DD-level specifications
- Submit DD package
- Progress and other virtual meetings (up to 3 meetings this task)
- Coordination and communication with the project team

Task 02 Assumptions

- Overall site grading and drainage plan provided by civil engineer
- Any walls over 48" height (measured from top of footing to top of wall) by structural engineer
- Task includes three video meetings with the design team and/or owner. Additional meetings billed hourly in Task 98

Task 03 – 90% Construction Documents (includes permitting)

Based on the approved Design Development documents and an approved construction budget, we will incorporate client feedback and complete our landscape, planting, and irrigation drawings with full detailing and specifications. A draft 60% Construction Documents (CD) Check Set will be provided; this plan set will be suitable for permit submittal.

We will provide plans to be submitted to the City by ARC Architects for permit review. Based on the City of Lake Stevens permit requirements, we will complete the plans to the required level of detail. One round of revisions to the permit set is included. Subsequent revisions (if any) will be billed hourly in Task 98.

A 90% Construction CD set will be issued along with 90% specifications.

Task 03 Deliverables

- Issue 60% CD plans for Check and permit submittal
- One round of permit plan revisions based on permit comments and/or ARC/Design team review
- Permit Revision Set (one round of revisions)
- Final 90% Construction Documents including:
 - Hardscape layout and detailing for pedestrian areas only
 - Planting and irrigation plans and details
 - Dimensioned site layout plan
 - Furniture specifications
- 90% specifications
- Progress and other virtual meetings (up to 3 meetings this task)
- Coordination and communication with the project team

Task Assumptions

- Task includes three video meetings with the design team and/or owner. Additional meetings billed hourly in Task 98
- Submittal of permit documents by ARC Architects
- A cost estimate for landscape improvements is not included
- If the project requires additional permit submittals and responses beyond what is stated above, work will be billed hourly in Task 98

This proposal is a good-faith estimate of the time necessary to complete the plans outlined and the deliverables mentioned above. Fees for each task are as follows:

Phase 01 – Lake Stevens Task 2 – Infrastructure Analysis

1.01	Site Analysis	\$5,600	Lump Sum
1.02	Tree Risk Assessment	\$4,300	Lump Sum

Phase 02 – Lake Stevens “Task 3” – City Hall and Annex Building, Campus Plan

2.01	Conceptual and Schematic Design	\$12,500	Lump Sum
2.02	Design Development	\$24,000	Lump Sum
2.03	90% Construction Documents	\$23,000	Lump Sum
2.98	Extra Services	-	Hourly (T&M)
2.99	Expenses	\$950	Direct Expense

The proposed design fees are based on our current knowledge of the project and the current site conditions. If the scope and overall objectives of the project change, these fees may need to be adjusted to reflect the modified circumstances. The above proposal will expire three months from the date of this letter. If project approval exceeds this timeframe, an updated fee proposal will be provided upon request.

ADDITIONAL SERVICES

Additional services, such as Design Development drawings, Construction Documents, cost estimates, bidding, construction administration, etc., are not included in this proposal. We can develop a supplemental agreement for additional services, or the work shall be completed at our standard hourly rates if desired and tracked under the Extra Services task.

General Assumptions:

1. *Our proposal does not include other consultant fees, such as for biologists, engineers, surveyors, and/or contractors.*
2. *Permit fees are not included in this proposal.*
3. *Our proposal does not include a wetland delineation or critical area report.*
4. *Mitigation planting plans for wetland buffers are not included but can be provided under a separate scope of work.*
5. *We will not detail design elements that require architect- or engineer-prepared plans, such as buildings for occupancy, complex overhead structures, structural changes to existing buildings, load-bearing retaining walls over 48" in height, structural components of decks, bridges, or hardscape/structural elements in the public right-of-way and/or floodway.*
6. *We will not provide a detailed construction cost estimate.*
7. *The client or architect will provide us with an AutoCAD site plan and survey, including the proposed site, building improvements, and utilities.*
8. *Parking, on-site stormwater, stormwater conveyance and utilities will be depicted/designed by Civil.*
9. *Deliverables shall be PDF documents of our work. Hard copies will be provided upon request.*
10. *No additional work outside of the scope of work noted above will be undertaken without prior client approval.*
11. *If the Landscape documents require value engineering due to City budget changes beyond our control, this will be handled and completed as an extra service.*



Seattle
1001 Alaskan Way Suite 200
Seattle, Washington 98101
206.622.3321

Baltimore
4709 Harford Road
Baltimore, Maryland 21214
410.929.6894

Spokane
505 West Riverside Ave. Suite 440
Spokane, Washington 99201
509.215.1500

November 25, 2024

Jeffrey Wandasiewicz
Principal
ARC Architects
119 S Main Street, Suite 200
Seattle, WA 98104

Subject: City of Lake Stevens: Council Chambers Design & Infrastructure Analysis,
Professional Services Proposal

Thank you for the opportunity to provide ARC with our proposal for the referenced project. I have summarized our understanding of the scope and our proposed fee below.

Project Description

Project Owner

City of Lake Stevens
1812 Main Street
Lake Stevens, WA 98258

Project Location

Lake Stevens, WA

Building/Project Description

This project includes three phases for a new functional and flexible City Council Chambers, an Infrastructure Analysis and upgrade, and new City Hall and Annex building Tenant Improvement to ensure an efficient and sustainable campus.

Phase 1 – *Council Chambers* - pre-design through construction documents

Phase 2 – *Infrastructure Analysis* – pre-design through construction documents

Phase 3 – City Hall and Annex Building – pre-design through construction documents

Information Source

Proposal is based on the following correspondence.

Email from Jeff Wandasiewicz dated November 14, 2024



RFP 2024-0724 dated, August 28, 2024.

Document Formats

It is our understanding that ARC will produce Architectural drawings in Revit 2023. FSi will provide drawings using Revit 2023 for Phases 1 and 3.

Project Schedule and Design Submittals

We understand the project will follow the schedule described below.

Phase 1 and 2, from December 2024 to June 2026.

Phase 3, from January 2026 to August 2026

The tentative schedule of deliverables will progress according to the table shown below based on a Notice to Proceed issued on December 15, 2024. We assume that a delay in the issuing of review comments will delay the next submittal by the same length of time.

Milestone	Due Date
NTP	12/15/2024
Phase 1 and Phase 2	5/15/2025
Phase 3	09/15/2025

Meetings

Our proposal is based on the following number of meetings with the design team and the owner or the owner's representative.

Phase 1

- 1 site visit.
- 1 on-site meeting with the City of Lake Stevens to discuss design options
- 6 Bi-weekly design team Zoom meetings.

Phase 2

- 2 Bi-weekly design team Zoom meetings.

Phase 3



- 1 site visit.
- 1 on-site meeting with the City of Lake Stevens to discuss design options
- 6 Bi-weekly design team Zoom meetings.

Summary: Base Services

Mechanical Engineering Services

- Heating, ventilation, and air conditioning.
- Plumbing

Fire/Life Safety Systems

- Fire Suppression: Design-Build Services

Engineering Services Description

The following identifies our baseline services. We consider any services not listed below to be optional services.

Mechanical Engineering Services

Heating, Ventilation, and Air Conditioning Systems

- Basis of Design Narrative
- Air conditioning and heating systems design.
- Space heating and ventilation design for areas not requiring air conditioning.
- Construction specifications in CSI format
- Performance specifications for building climate control systems and required control diagrams.
- Heating and cooling load calculations, energy profile.
- General building exhaust systems design including toilet rooms.

Plumbing Systems

- Basis of Design Narrative
- Sanitary drainage, vent, and piping design.
- Domestic water heating system.



- Sanitary drainage, vent, domestic water, storm water, and natural gas piping design to existing main inside building.
- Plumbing fixture specifications and cut sheets.
- Coordination with Civil for upsized Sanitary drainage connections based on Change of Occupancy and additional restrooms.
- Connections for equipment and appliances provided by others based on information provided by others.

Fire Protection Engineering Services

Fire Protection Sprinkler Services

Design Build Service

Performance specifications only, based on the following.

- Basis of Design Narrative
- Code requirements based on Change of Occupancy from B to A-3.
- Local AHJ requirements
- Design shall be by the contractor; we will review the design for conformance to project requirements and specifications.
- Preliminary sizing of fire main service and coordination with civil engineer.
- Riser location and room size estimate.
- Determination of need for standpipes.
- Review of adequacy of water supply for fire protection.

Energy Consulting Services

- State energy code calculations for mechanical and plumbing systems.
- State energy code review for C406 requirements for mechanical and plumbing systems.

Exclusions and Clarifications

- Construction cost estimates will be by construction cost estimator. We will provide a cost opinion only.
- Bid Support services.
- Construction Administration Support services.
- LEED or other Sustainability Certification design documentation and support.



- Life cycle cost analysis for alternate mechanical systems are excluded.
- Structural calculations for the seismic restraint of mechanical equipment are excluded.
- Change order issues, ASIs, and revisions requiring redesign and additional design are not included.
- Fee assumes that the existing site utilities are adequate to serve the project area.
- Fire pump design is excluded.
- Commissioning participation is excluded, unless proposed and accepted.

Fee

Fixed Fee

Phase	Mechanical Engineering	Fire Protection Engineering
Phase 1	\$38,425	\$6,130
Phase 2	\$1,315	\$1,315
Phase 3	\$44,075	\$6,130
Reimbursables	\$190	\$190
Total Fee		\$97,770

Additional Services

Services requested beyond those included in this proposal will be considered additional services and will be billed on a lump sum basis. FSi will not proceed with services we consider to be in addition to the contract without first notifying you and obtaining your authorization.

Closing

This proposal is valid for 90 days from the date first written above. FSi reserves the right to modify or update this proposal after that date.

If you have any questions, or need additional information, please feel free to contact me.

Sincerely,

FSi Engineers



A handwritten signature in black ink, appearing to read "Ola Jarvegren", is positioned above the name and title.

Ola Jarvegren
Principal



December 11, 2024

Jeffrey Wandasiewicz
Principal, AIA
ARC Architects
119 South Main Street, Suite 200
Seattle, Washington 98104

**Subject: Lake Stevens City Hall Complex
Proposal for Professional Civil Engineering and Survey Services
PACE Proposal No. P24-341**

Dear Jeffrey:

We are pleased to present the following proposal to provide surveying and civil engineering services for the development of a new Lake Stevens City Hall Complex.

PHASE 1 CITY COUNCIL CHAMBERS

- TASK 1. Structural Analysis & Design
 - 1.1 Evaluation of existing building
PACE will evaluate existing as-constructed drawings for the existing structure and evaluate related to current codes and standards for gravity and lateral force resisting systems. PACE will conduct 1 site visit for 2 structural engineers to verify existing drawings and current facility conditions.
 - 1.2 Review of Architectural Concepts
PACE will evaluate 1 proposed concept and provide structural modifications or additions required.
 - 1.3 Review Preliminary Cost Estimate
PACE will review preliminary cost estimates for 1 concept prepared by others.
 - 1.4 Structural Analysis & Design
PACE will provide structural analysis and design for 1 concept as directed by the Architect through final design.
 - 1.5 Structural Plans & Specifications
PACE will provide Code required structural drawings, details and special specifications as required to obtain permits & construction.
 - 1.6 Structural Cost Estimate
PACE will review final cost estimate prepared by others for the final construction documents.

Structural Assumptions/Exclusions

- City of Lake Stevens will provide as-constructed record drawings for the existing building.
- ARC Architects will provide in CAD all base plan and elevation sheets for PACE to use as initial structural drawings.
- One round of Permitting review comments
- Complete redesign of structures main lateral force resisting system is not included.
- Modifications to existing perimeter foundations are not included.
- BIM modeling is not required.
- Existing CAD drawings are not available.

PHASE 2 INFRASTRUCTURE ANALYSIS & DESIGN

TASK 2. Site Survey

Area of Coverage:

The project includes mapping the improvements within the parcel as shown on the enclosed exhibit title “Mapping Limits”. For the survey and data collection component of the project, PACE will mobilize staff to establish site control, gather existing site features, and controlling boundary monuments.

- Approximately 5 acres of Tax Parcels No. 00479700000201, 00479700000206, 00479700000205, 00479700000208, and 00479700000100.

Sewer and storm drainage structures will be located to the nearest structure outside of the mapping area.

2.1 Boundary & Topographic Survey Main City Hall Campus Site

- ♦ Main site area covering a portion of Tax Parcels Numbers 00479700000201, 00479700000208, 00479700000100, and adjacent road frontage.

Survey control will be established on NAD 83/2011 epoch 2010 (WSRN) and NAVD 88.

2.2.1 Topographic Survey – shall include but is not limited to the following:

- Building locations including finished floor elevations at all doorways.
- Hardscapes such as walks, driveways, etc.
- Surface indications of utilities, such as vaults, pedestals, etc.
- Utility lines that can be visually observed, located by RF locating equipment (APS estimate fee of \$2,000.00), or identified on readily available record drawings.
- Sewer and storm structures will be measured for invert elevations, size of pipe, and size of structure.

- Any tree 8-inch in diameter or greater as measured 4 feet above the ground.
- Contours will be generated at a 1-foot interval.

2.2.2 Boundary Survey

- Client will obtain a current title report. PACE will review the vesting deeds and legal description as well as any recorded easements or encumbrances on the property.
- The monuments required to define the property will be surveyed and the property boundary will be calculated and shown.
- All easement lines of record contained within the title report will be calculated and shown with recording number and purpose.

2.2 Boundary & Topographic Survey Wetland/Critical Sensitive Area

- ◆ Main site area covering a portion of Tax Parcels No. 00479700000201, 00479700000208, and 00479700000100 but within the wetland areas.

Survey control will be established on NAD 83/2011 epoch 2010 (WSRN) and NAVD 88.

2.2.3 Topographic Survey – shall include but is not limited to the following:

- Hardscapes such as walks, driveways, etc.
- Surface indications of utilities, such as vaults, pedestals, etc.
- Utility lines that can be visually observed, located by RF locating equipment (APS estimate fee of \$500.00), or identified on readily available record drawings.
- Sewer and storm structures will be measured for invert elevations, size of pipe, and size of structure.
- Contours will not be generated.

2.2.4 Boundary Survey

- Client will obtain a current title report. PACE will review the vesting deeds and legal description as well as any recorded easements or encumbrances on the property.
- The monuments required to define the property will be surveyed and the property boundary will be calculated and shown.
- All easement lines of record contained within the title report will be calculated and shown with recording number and purpose.

TASK 3. Campus Civil Infrastructure Analysis & Design

3.1 Grading and Parking Lot Analysis

PACE will look for ways to expand parking on site. Site grades have largely been established. We envision creating additional parking over the existing detention pond location. PACE will also look at the critical sensitive area located in the

northeastern portion of the lot. Other onsite possibilities will also be explored.
PACE will prepare a parking lot grading/parking lot exhibit at the conceptual level.

3.2 Civil Design Concepts

PACE will develop up to two civil design concepts for the overall City Hall Civic Campus. The concepts will be based on stormwater research, grading analysis, parking analysis, pedestrian connectivity and interfacing with the Architect and Landscape Architecture Team. PACE will attend up to one (1) in-person collective design concepts meeting with the Architect and Landscape Architecture Team.

3.3 Stormwater Analysis

PACE will analyze the existing drainage, based on the survey, GIS data, and any other reports available.

The existing property has already undergone development therefore this project is classified as a redevelopment project. Within the project area, there are two detention ponds, a detention vault, a detention pipe and two bioswales. An option to gain additional parking would be to pave over the existing detention pond at the north end of parcel number 00479700000100 and transform it into an underground flow control facility. The detention pond on the south end of parcel number 0047970000010 will remain, as it is also classified as a wetland.

The City of Lake Stevens uses the Stormwater Management Manual for Western Washington dated July 2024 (SWMMWW). The minimum requirements that will apply to the project are based on if there is more or less than 5,000 square feet of new and replaced hard surface. (If less than 5,000 square feet then minimum requirements 1-5 will apply, if more than 5,000 square feet all nine minimum requirements will apply.) The minimum requirements are:

MR #1: Preparation of Stormwater Site Plans

MR #2: Construction Stormwater Pollution Prevention Plan (SWPPP)

MR#3: Source Control of Pollution

MR#4: Preservation of Natural Drainage Systems and Outfalls

MR#5: On-Site Stormwater management

MR#6: Runoff Treatment

MR#7: Flow Control

MR#8: Wetlands Protection

MR#9: Operation and Maintenance

On-Site Stormwater management uses low impact development (LID) techniques which rely on infiltrating runoff into the ground or dispersion of the runoff across a large area as feasible. According to the USDA soil survey, the existing soils are

classified as Tokul (with a hydrologic rating of B) and McKenna (with a hydrologic rating of D). The hydrologic rating indicates the runoff potential, where soil classified as A has low runoff potential (high infiltration rate), while soil classified as D has high runoff potential (very slow infiltration rate). Considering previous projects in the area, the feasibility of infiltration facilities appears to be low. The LID options that will be explored are bioretention, permeable pavement, and amending the existing soils (BMP T5.13).

Assumptions/Exclusions:

- ♦ PACE's proposal is based on the Reviewing Agency's development standards/codes/regulations governing PACE design services in effect at the date of this proposal. Any change to the Reviewing Agency's development standards/codes/regulations will be justification for additional services
- ♦ Stormwater memo will be prepared based on the 2024 SWMMWW.
- ♦ This is a preliminary stormwater memo addressing the minimum requirements.
- ♦ Offsite stormwater infrastructure will not be required.
- ♦ SWPPP is excluded for this preliminary phase.
- ♦ A Geotechnical report will be provided that states if infiltration is feasible.

TASK 4. Civil Design

4.1 Prepare final drainage report

4.2 Preliminary Civil Plans

PACE will prepare design development documents to be reviewed as 60% complete. All items listed will be prepared in accordance with City of Lake Stevens standards. PACE will prepare the following items required for submittal:

- Preliminary Temporary Erosion and Sediment Control Plans
- Preliminary Storm Drainage Plans
- Grading Plans
- Paving Plans

4.3 Final Civil Plans

PACE will prepare civil documents to be included with a Civil Site Construction Permit. All items listed will be prepared in accordance with City of Lake Stevens standards. PACE will prepare the following items required for submittal as found in the Civil Site Construction Permit, Clearing and Grading Permit and TESC Submittal requirements.

- TESC and Demo Plan
- Storm Drainage Plan
- Grading Plan
- Paving Plans

4.4 VACANT

4.5 Prepare Technical Specifications

PACE will prepare the following CSI Specifications:

31 00 00	Earthwork
31 25 00	TESC
32 10 00	Bases & Paving
32 13 13	Site Cast-in-Place Concrete
33 40 00	Storm Drain

PHASE 3 – CITY HALL AND ANNEX BUILDING

PACE will not be supporting this task.

ASSUMPTIONS/EXCLUSIONS:

The following services are excluded from the PACE Civil & Survey Scope of Services.

- Permitting
- Construction Administration
- Engineering support during construction
- Geotechnical Analysis of site investigation
- Infiltration Testing and Analysis
- Water & Sanitary Sewer Design
- Frontage Improvement Design
- Technical specifications not specifically called out in the Scope of Services are excluded.
- Police and fire facilities will not be surveyed.

Project Estimates should consider a 10% to 15% contingency for unknown conditions where applicable.
Project Estimates should consider escalation for projects extending over one calendar year.

Select this column to add more

Rev. 7/9/2023

Fee Schedule:

STANDARD

- Free Form Input - Project Budgeter can define work item descriptions, expense and subconsultant as required
- Defined Input - Project budgeter must use defined Labor Codes and Staff Type from Deltek FMS Project Mgmt System (Tables Attached)

PACE Engineers

Project Budget Worksheet - 2024

Project Name

Lake Stevens New Council Chambers & Campus Infrastructure Analysis

Location:

City of Lake Stevens

Prepared By:

D. Smith, PE

Project #:

P24-341

Billing Group #:

Task #:

Date:

12/11/2024

Staff Type # (See Labor Rates Table)	Labor Code	Labor Hours by Classification																	
		1	1	13	17	75	119	33	16	19	41	58	113	26	92	45			
		\$288	\$288	\$222	\$151	\$151	\$194	\$194	\$166	\$222	\$238	\$252	\$166	\$166	\$120	\$181			
		Darrell	Scott	Tara	Yekaterina	Kristen	Matt	Eilean	Jon D	Geoff M	Principal	Person		Tim S.	Janeen	Sr. Survey			
Staff Type Hourly Rate																		Hour	Dollar
Staff Name	Job Title	Principal Engineer	Principal Engineer	Sr. Project Engineer	Engineering Staff I	CAD Tech II	BIM Manager	Sr. Planner	Engineering Staff II	Structural Engineer	Principal Surveyor	Crew	Survey Tech V	Designer III	Sr. Office Tech	Tech		Total	Total
Drawing/Task Title																			
Phase 1 - Council Chambers																			
Task 1: Structural Analysis & Design																			
1.1 Evaluation ofExisting Building			0.5		8					10								18.5	\$3,572.00
1.2 Review of Arch Concepts		1	1		12					4								18.0	\$3,276.00
1.3 VACANT																			
1.4 Structural Analysis & Design			1		20					6								27.0	\$4,640.00
1.5 Structural Plans and Specifications		1	1		10	32	4			4								52.0	\$8,582.00
Phase 2 - Infrastrucre Analysis & Design																			
Task 2: Survey																			
2.1 Main City Hall Campus Sites		1									15	28	21					65.0	\$14,400.00
2.2 Wetland/Critical Areas											1	6	2					9.0	\$2,082.00
Task 3: Campus Infrastructure																			
3.1 Grade & Park Lot Analysis		2		2										12				16.0	\$3,012.00
3.2 Civil Design Concepts		8		4					8					12				32.0	\$6,512.00
3.3 Stormwater Analysis							8		8									16.0	\$2,880.00
Research Existing Storm Utilities		2		2					12									16.0	\$3,012.00
Preliminary Stormwater Memo		2		4					48						4			58.0	\$9,912.00
Task 4: Civil Design																			
4.1 Final Drainage Report																			
4.2 Prelim Civil Plans		8		16					24					48				96.0	\$17,808.00
4.3 Final Civil Plans		8		16					20					40				84.0	\$15,816.00
4.4 VACANT																			
4.5 Technical Specifications		2		12											16			30.0	\$5,160.00
Phase 3 - Not Supported																			
Hours Total		35.0	3.5	56.0	50.0	32.0	4.0	8.0	120.0	24.0	16.0	34.0	23.0	112.0	20.0			537.5	
Labor Total		\$10,080	\$1,008	\$12,432	\$7,550	\$4,832	\$776	\$1,552	\$19,920	\$5,328	\$3,808	\$8,568	\$3,818	\$18,592	\$2,400				\$100,664.00

Expenses		Reimbursable	
	rate/unit	Quantity	Cost
Project Administration (enter estimated months)	\$60.00	6	\$360.00
Postage/Courier			
Printing Costs			
Photo/Video			
Mileage/Travel/Per Diem			\$350.00
Miscellaneous			
Total			\$710.00

Subconsultants	
Utility Locate	\$3,500
Mechanical Engineer	
Electrical Engineer	
Geotechnical Engineer	
I & C Engineer	
Subconsultant Subtotal	3,500.00
Markup	10%
Total	\$3,850.00

PACE Billed Labor Total	\$100,664.00
Reimbursable Expenses	\$710.00
Subconsultants	\$3,850.00
Total Project Budget	\$105,224.00

CITY COUNCIL STAFF REPORT



Agenda Date: 12/17/2024

Subject: Costco Stormwater Cost-Sharing Agreement

Contact Person/Department: Shannon Farrant, Public Works

Budget Impact: \$10,220.20/year

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Make a motion to authorize the Mayor to sign a cost-sharing agreement with Costco for city maintenance of a shared stormwater pond south of the 91st Ave SE extension.

SUMMARY/BACKGROUND:

The City and Costco entered into a development agreement to construct roadways and associated improvements required to locate a Costco business in the city in 2019. Specifically, 91st Ave SE and South Lake Stevens Road were extended to facilitate access to the development. Stormwater mitigation for the extension of public roadway is mitigated with a stormwater detention pond on Tract B in the Costco development site (see Exhibit B in that attached agreement). This stormwater detention pond receives runoff from the public right of way for the extension of 91st Ave SE and South Lake Stevens Road as well as the on-site development for Costco. The cost share for maintenance of the pond is 81.1% (\$8,288.58) for Costco and 18.9% (\$1,931.62) for the City.

The City will maintain the detention pond located at Tract B. The City possesses the expertise and equipment to adequately maintain the stormwater facility and will bill Costco annually based on the cost to perform maintenance at the proportionate rate set in the cost-share agreement. The initial annual maintenance cost was determined by evaluating city staff time and equipment to perform routine maintenance to the pond. Annual maintenance costs may vary yearly based on cost-of-living increases and additional maintenance or repair costs.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Cost Sharing Agreement for Stormwater Detention System - Costco

COST SHARING AGREEMENT FOR STORMWATER DETENTION SYSTEM

This COST SHARING AGREEMENT (this “**Agreement**”) is made and entered into this 17 day of December, 2024 by and between Costco Wholesale Corporation, an American multinational corporation (“**Costco**”), the City of Lake Stevens, a Washington municipal corporation (“**City**”), (individually a “party” and collectively the “Parties) for the purposes set forth below.

Recitals

A. Costco (“Costco”) is located in the City of Lake Stevens, Snohomish County, Washington and is depicted on the map attached hereto as Exhibit A (“**Costco Map**”).

B. The City owns Tract B, which is depicted in Exhibit B. Tract B a stormwater detention system (the “**Detention System**”, the “**Tract Improvements**”). The stormwater from Costco will discharge into Tract B’s stormwater detention system.

C. The City and Costco, have agreed to share in the maintenance costs for the stormwater detention system located on Tract B because Costco will directly benefit from the stormwater detention system, subject to the terms and conditions herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. Allocation of Maintenance Responsibility, Costs and Methodology. The City shall maintain the Tract B Improvements in good working order. The actual maintenance costs for the Detention System shall be allocated between Costco and the City as follows: 81.1% to Costco and 18.9% to the City. This cost allocation is the result of determining the impervious surfaces of the private improvements (parking lot) at Costco and the impervious surfaces of the public improvements (pavement and sidewalks) tributary to the Detention System (Exhibit C).

2. Costco’s Payments to the City. The City has determined that the initial maintenance cost for the Detention System is \$10,220.20 per year (81.1% to be allocated to Costco and 18.9% to be allocated to the City). The City’s initial maintenance cost assumptions are shown on the attached Exhibit D (“**Initial Maintenance Cost Determination**”). The actual maintenance costs for the Detention System may differ from the initial estimate cost as determined by the City. Adjustment to the maintenance cost shall be made based on the rate of Cost of Living Adjustment (COLA), maintenance, repairs and replacement costs, as determined by the City. The City shall invoice Costco on an annual basis and Costco agrees to pay the City within thirty (30) days of receipt of invoice.

3. Events of Default; Remedies. Any breach by Costco or the City of its obligations hereunder shall constitute an event of default under this Agreement. Upon the occurrence of an event of default, the dispute shall be submitted to arbitration for resolution in accordance with the procedures described in Section 7. If any annual invoice is not paid within thirty (30) days after the due date, then the invoice shall accrue interest at a rate of ten percent (10%) per annum or the maximum legally permitted rate, whichever is less, from the date due until paid.

4. Notices. Any demand, request or notice made hereunder shall be in writing and shall be deemed given when personally delivered, delivered by private courier service (such as Federal Express), or three days after being deposited in the United States Mail in registered or certified form, return receipt requested, and addressed as follows

To Costco: Costco Wholesale Corp
c/o Bruce Coffey
999 Lake Drive
Issaquah, WA 98207

To City: The City of Lake Stevens
1812 Main Street
Lake Stevens, WA 98258
Attn: Public Works Director

or to such other single address and person as any party may communicate to all others by like written notice.

5. Attorneys' Fees. In the event of litigation between the Parties, declaratory or otherwise, in connection with this Agreement, the substantially prevailing party shall recover its costs and reasonable attorneys' fees, including for appeals, which shall be determined and fixed by the court as part of the judgment.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

7. Arbitration. All disputes arising hereunder or in connection herewith shall be resolved by a single-arbitrator before the American Arbitration Association ("AAA") under the Arbitration Rules of the AAA modified as follows: (i) the total time from date of demand for arbitration to final award shall not exceed 30 days; (ii) the arbitrator shall be chosen by the AAA without submittal of lists and subject to challenge only for good cause shown; (iii) all notices may be by telephone or other electronic communication with later confirmation in writing; (iv) the time, date, and place of the hearing shall be set by the arbitrator in his or her sole discretion, provided that there shall be at least 3 days prior notice of the hearing; (v) there shall be no post-hearing briefs; (vi) there shall be no discovery except by order of the arbitrator; and (vii) the arbitrator shall

issue his or her award within 7 days after the close of the hearing. The arbitration shall be held in Snohomish County, Washington. The decision of the arbitrator shall be final and binding on the parties and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties, unless the arbitrator decides otherwise in its decision.

8. Amendments. This Agreement is binding on the Parties and their successors and assigns and may not be amended or modified without a written amendment signed by the Parties.

9. Counterparts. This Agreement may be signed in any number of counterparts, all of which together shall be deemed to be a single instrument.

[Remainder of Page Left Blank; Signatures on following page]

Dated as of the date first above written.

ASSOCIATION:

Costco Wholesale Corp, a
Washington corporation

By: _____
Name: _____
Its: _____

CITY:

The City of Lake Stevens, a Washington
municipal corporation

By: _____
Name: _____
Its: _____

Exhibit A
Map of Costco Location

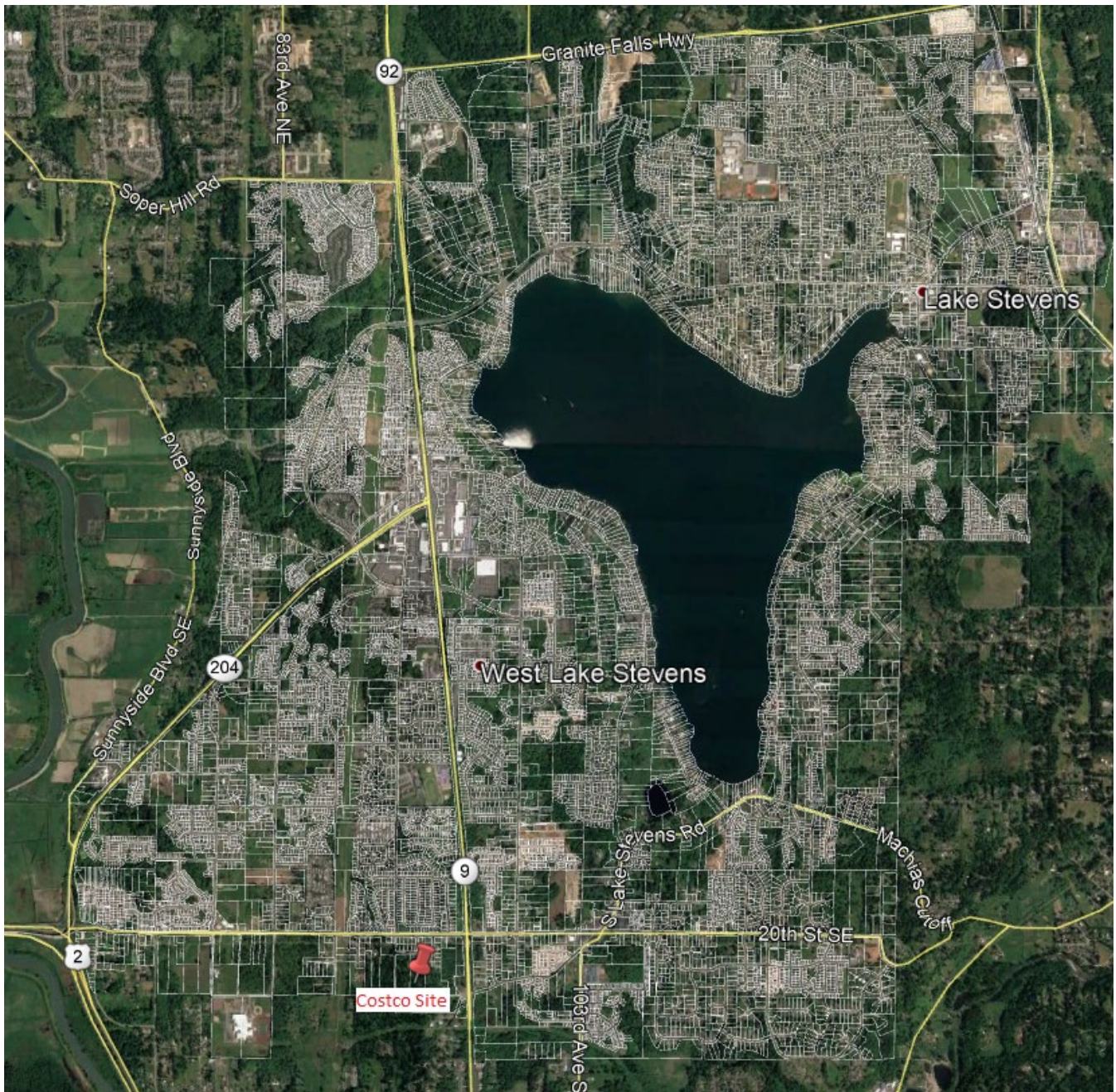


Exhibit B

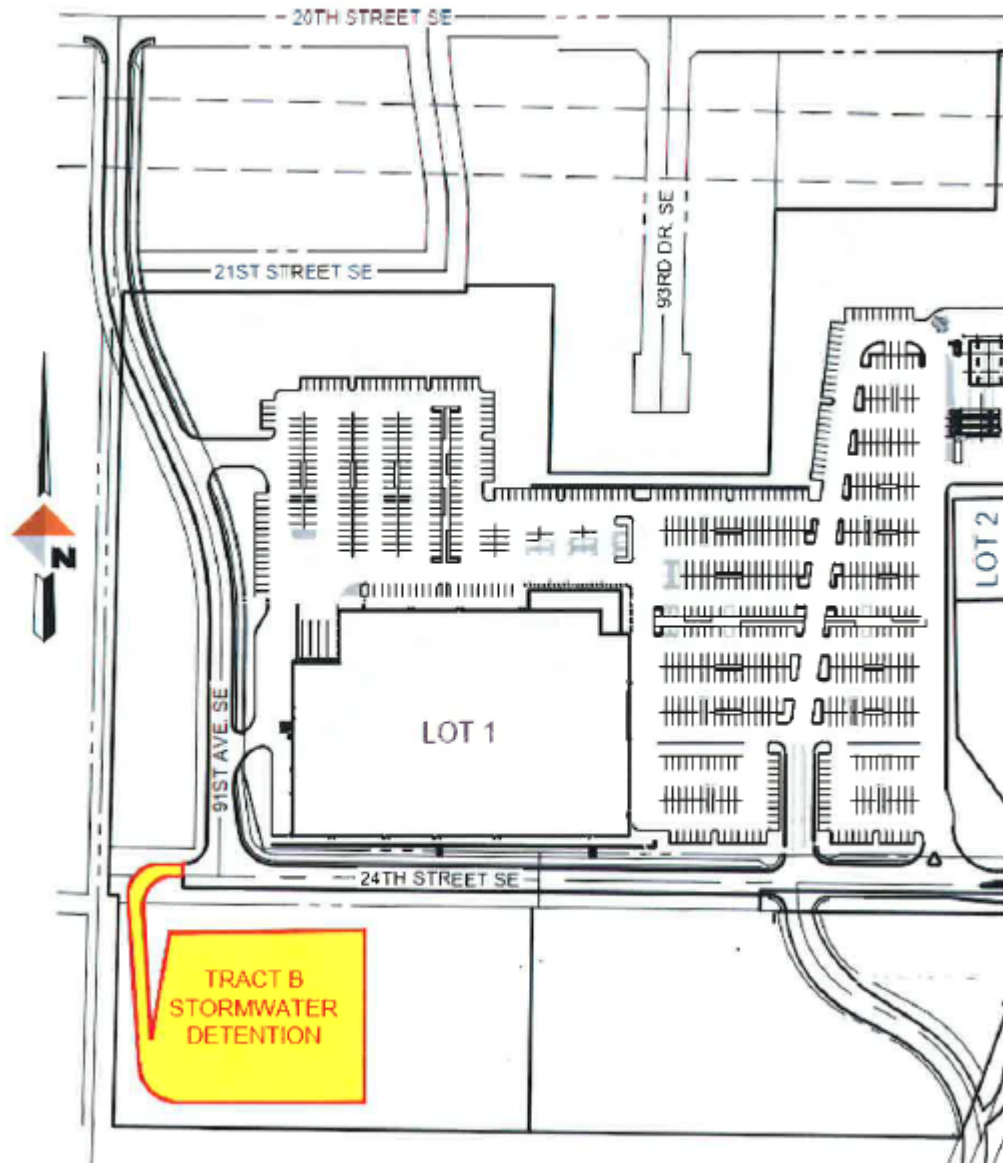
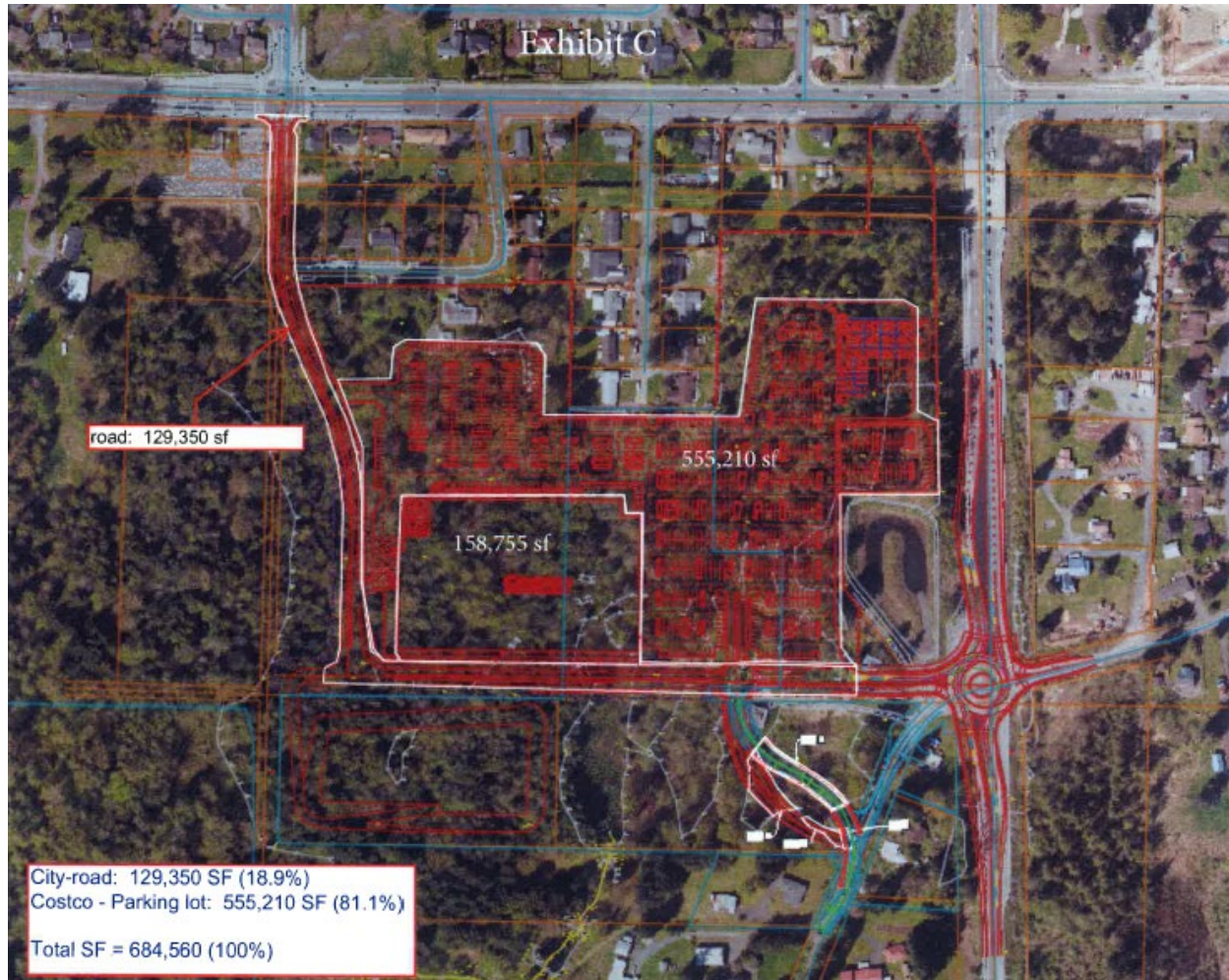


Exhibit C

Initial Maintenance Cost Determination



City of Lake Stevens

Exhibit D Initial Maintenance Cost

Staff Total	Hours per staff	Determination Times a year	Total Hours	Tools/Equipment	Equipment Blue Book Rates
Vegetation Management Inside of Pond and Around Fence					
4	8	2	64	\$ 135.20	Line Trimmer @ \$1.15/hour, Mower @ \$5/hour
Remove Debris and Silt from Spreader Area					
2	2	2	8	\$ 270.00	Vactor @ \$135/hour
Clean Two Basins Inside of Fence w/ Structures					
4	5	1	20	\$ 675.00	Vactor @ \$135/hour
Clean Four Basins Leading to Spreader					
4	4	1	16	\$ 540.00	Vactor @ \$135/hour
Clean 9 Pipes Leading From Pond to Spreader					
4	4	1	16	\$ 540.00	Vactor @ \$135/hour

Total Hours	124
Billable Hourly Rate \$	65.00
Labor Total \$	8,060.00
Equipment Total \$	2,160.20
Annual Cost to Maintain Pond \$	10,220.20

CITY COUNCIL STAFF REPORT



Agenda Date: 12/17/2024

Subject: Snohomish Conservation District ILA amendment for 2025 - 2026 Scope of Work

Contact Person/Department: Shannon Farrant, Public Works

Budget Impact: \$91,316.00

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Motion to authorize the Mayor to sign the 2025-2026 contract amendment (scope of work) to amend the executed ILA with the Snohomish Conservation District for the amount not to exceed \$91,316.

SUMMARY/BACKGROUND:

The City has contracted with the Snohomish Conservation District (SCD) for more than 10 years to perform stormwater and water quality education and outreach opportunities in the community. Development and implementation of an education and outreach program is a regulatory requirement in the Phase II NPDES Municipal Stormwater Permit (NPDES permit). Historically, the City and SCD have performed education opportunities and workshops centered around the "I Love Lake" campaign to meet this regulatory requirement. The City entered into a new NPDES permit in 2024. As part of this new permit, we must evaluate our education and outreach program and develop a new or revised program for this permit cycle (2024 – 2029).

The City is proposing to continue work with SCD to develop and implement a stormwater and water quality 5-year education and outreach program plan for the new permit term. The long partnership between the City and SCD, SCD's work in the community, and the technical expertise of the SCD staff make them excellent partners with whom to continue our work with the program. The current ILA with SCD expires at the end of 2026, and therefore, the proposed scope of work presented is for 2025 and 2026.

In this permit term, SCD and the City propose reevaluating the I Love Lake Campaign. We will do this through community engagement and learn what campaign components are important to keep and which components need to be revised. Also included in the scope of work is to develop a 5-year education and outreach plan. This will be the first time the City has developed an organized plan for this program, but we believe it is necessary to effectively implement an education and outreach program and comply with the NPDES permit requirements. The plan will include community engagement, a review of past programs, and an analysis of the city demographics to effectively develop a strategy for education topics, opportunities for community engagement, effective means of communication, and metrics to comply with the NPDES permit.

The NPDES permit is divided into three main education and outreach requirements: general awareness, behavior change, and stewardship opportunities. The 5-year plan will address these three main categories and be tailored to the needs of the Lake Stevens community. The implementation of this plan is also included in the scope of work. The City will utilize the SCD staff and expertise to implement the plan's components. The benefit to working with SCD for plan implementation is that they are trusted in the community, they are a non-regulatory body of government and therefore generally have more success with community engagement and providing assistance to the community. SCD possesses staff with expertise in education and curriculum development and green stormwater infrastructure education and implementation.

The services provided by SCD are generally paid for by the non-competitive stormwater capacity grant, a state grant issued by the Department of Ecology. The City intends to use the grant funds to fund this scope of work. If grant funding amounts change, the City will reevaluate the scope of work and available funds and adjust as needed.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 2022-2026_SCD_ILA executed
2. Lake Stevens-SCD 2025-2026 Scope of Work_2024-12-13

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

Execution Date through December 31, 2026

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

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

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

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

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

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

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

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WHEREAS, the City shares responsibility for conserving and managing the City's natural resources; and

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

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

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

I. PURPOSE

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

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

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

II. DURATION OF AGREEMENT

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

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

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CITY OF LAKE STEVENS, WASHINGTON,
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B. The activities described in Appendix 2022-1 that are performed after the execution date of this agreement, shall be eligible for funding under this Agreement.

III. FUNDING

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

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

IV. RESPONSIBILITIES OF THE DISTRICT

A. Scope of Work

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

B. Future Scope of Work

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

C. Program Reporting

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

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

V. RESPONSIBILITIES OF THE CITY

A. Cooperation with the District

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

B. Payment of Billing Requests

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

VI. ENTIRETY OF AGREEMENT

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

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CITY OF LAKE STEVENS, WASHINGTON,
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VII. MAINTENANCE OF RECORDS

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

VIII. TERMINATION

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

IX. AMENDMENTS AND MODIFICATIONS OF PROGRAM EXPENDITURES

A. Changes in Approved Projects or Program Activities

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

B. Delays

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

X. PROPERTY

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

XI. GENERAL PROVISIONS

A. Notice

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

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

B. Compliance with Laws

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

C. Indemnification

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

D. Insurance

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

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

E. Non-assignment

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

F. Independent Contractor

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

G. Interlocal Cooperation Act

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

XII. MISCELLANEOUS

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

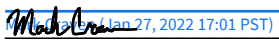
INTERLOCAL AGREEMENT BETWEEN
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B. The City shall cause this Agreement to be recorded with the Snohomish County Auditor.

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

SNOHOMISH CONSERVATION DISTRICT

Accepted and executed this 25 day of January, 2022

By: 
Mark Craven, Chair
Snohomish Conservation District

CITY OF LAKE STEVENS

Accepted and executed this 27 day of January, 2022

By: 
Brett Gailey, Mayor
City of Lake Stevens

APPROVED AS TO FORM:


Greg Rubstello, City Attorney

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Snohomish Conservation District

working together for better ground since 1941



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

Appendix 2022-1 Scope of Proposed Work

Table A: Budget

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

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

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

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

Table B: Youth Education Task Breakdown

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

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

ILA_Snohomish CD_LakeStevens_2022-2026

Final Audit Report

2022-01-28

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By:	Kelly Chelin (kchelin@lakestevenswa.gov)
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Appendix 2025-1 City of Lake Stevens 2025-2026 Scope of Work

Task		City of Lake Stevens Cost		
		2025	2026	Total
Administration	1.1 Administration. Includes meetings with the city, grant reporting, billing, and project management.	\$4,820	\$3,481	\$8,301
Community Conservation	2.1 Technical Assistance and Implementation. SCD will utilize technical assistance and cost share to help residents achieve maintenance standards and improve the city's stormwater detention ability and water quality. This task will support the City's private stormwater facility inspection and maintenance program. In addition, the City of Lake Stevens will provide recommendations for bioswale, detention pond, and detention vault locations that require maintenance. SCD will follow city-provided leads to contact private land owners for engagement. SCD will provide homeowners assistance which may include site-specific advice and maintenance plans, on-the ground maintenance and repair work, and other types of technical assistance.	\$3,000	\$3,105	\$6,105
	2.2 Stewardship Opportunities. Stewardship opportunities will address the terminology and requirements of S5C2 of the NPDES permit and follow the Education and Outreach Program Plan (Task 3.1). SCD will work with the City of Lake Stevens to determine the locations for stewardship opportunities.	\$14,000	\$14,700	\$28,700

	SCD staff will coordinate and implement up to two stewardship opportunities per year that provide residents hands-on engagement in water quality topics including rain gardens, detention ponds, naturescaping, native plants, and healthy riparian zones and shorelines. SCD will survey participants before and after stewardship opportunities to measure knowledge, communication preferences, and behavior change. This task includes promotion, coordination, collecting registrations, renting/buying needed equipment and supplies, and coordinating day-of construction or implementation. <u>If fewer than two stewardship opportunities are implemented, SCD will not use excess funds or reallocate excess funds to other tasks unless approved in writing by the City of Lake Stevens.</u>			
Community Outreach and Education	3.1 Program Development. SCD will develop a 5-year program plan for the City of Lake Stevens' education and outreach efforts that complies with S5C2 of the NPDES permit and includes: • Creating a social marketing campaign that builds upon the information from the City's 2024 evaluation of the program, • Terminology and requirements of S5C2 of the NPDES permit, • Analysis of city demographics and existing outreach strategies for major groups, • Identification of overburdened communities in the city and an outreach strategy for those communities to be incorporated into priority audiences,	\$12,000	\$0	\$12,000

	• Program plans for the three education and outreach categories in the NPDES permit: General Awareness, Behavior Change, and Stewardship Opportunities. Each plan will include outreach topics, material, timing, and methods and meet all NPDES requirements once implemented, and • These plans will outline how youth education can be integrated in one or more of the program components below, including curriculum, hands-on activities and participation, and ways to assess knowledge and benefits from the provided lessons. <u>General Awareness Program:</u> • Determine the priority audience(s) for general awareness, • Identify general awareness topics, materials, timeline, and methods for sharing topics with the community, and • Develop topics based on community feedback and NPDES permit requirements (e.g., education topics for source control program and PCBs). <u>Behavior Change Program:</u> • Identify a priority audience through community outreach, data collection and analysis, and review of past city programs, • Will include: baseline knowledge survey, educational programs about stormwater and water quality best management practices (BMPs), and a post-knowledge survey to measure behavior change, and			
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	- Develop curriculum, webinars, workshops, etc. that align with the behavior change program. <u>Stewardship Opportunities:</u> - Identify a suite of potential opportunities for the community centered around the topics identified through community engagement, and - Develop a schedule for those opportunities over the 5-year period. <u>Adaptive Management:</u> - Develop a strategy to annually assess the program and make recommendations to ensure the program's success <u>If funds remain after completing this task, SCD will not use excess funds or reallocate excess funds to other tasks unless approved in writing by the City of Lake Stevens.</u>			
	3.2 I Love Lake Program Evaluation. SCD will distribute surveys online and at in person and virtual events to evaluate residents' engagement with the I Love Lake campaign. Survey data will inform potential changes to the I Love Lake campaign and Cascade Award.	\$3,000	\$0	\$3,000
	3.3 General Awareness. SCD will grow a priority audience's general awareness of stormwater BMPs or other applicable topics by sharing information and educational materials via: - outreach tables at up to two farmers markets or city-led events per year, - facilitate up to two webinars or workshops about stormwater topics per year to include content creation based on			

	program plan, and • optional: facilitation of the Cascade Award as determined by the I Love Lake program evaluation SCD will survey participants before and after in-person and virtual programs to measure knowledge, communication preferences, and behavior change. General Awareness programs must address the terminology and requirements of S5C2 of the NPDES permit and align with the 5-year plan. Topics may include, but are not limited to: yard care, water quality, and at-home practices that impact water quality (garbage lids; roof, home, and car washing, etc.). This task includes promotion, coordination, and collecting registrations. <u>If the full scope of this task is not implemented due to the program evaluation and other factors, SCD will not use excess funds or reallocate excess funds to other tasks unless approved in writing by the City of Lake Stevens.</u>	\$13,200	\$13,860	\$27,060
Optional: Education and Outreach in the Classroom	4.1 Youth Education. SCD will provide in-classroom lessons and activities throughout the year and conduct in-classroom and take home surveys to measure behavior change. This program may be tied to the behavior change program, general awareness program, or stewardship opportunities depending on the outcome of the program development task. This is an optional task for SCD as the City will also be working with the	\$3,000	\$3,150	\$6,150

	School District to implement this portion of the plan. <u>If the City of Lake Stevens determines that SCD does not need to implement these Youth Education deliverables. SCD will not use these funds or reallocate funds to other tasks unless approved in writing by the City of Lake Stevens.</u>			
25% overhead is calculated within the staff time of each task.				
<i>In addition to supporting the tasks outlined above, SCD will continue to utilize its base rate funding to provide technical assistance, implementation, site visits, and community engagement and outreach to Lake Stevens residents. If unanticipated costs arise, an extension or modification of this contract to cover additional work would be sought and approved by the City of Lake Stevens, before said work is to proceed.</i>				
Total		\$53,020	\$38,296	\$91,316

Agreement signatures

By their signature, below, each person signing on behalf of a party represents that they are fully authorized to sign for and on behalf of the named party.

CITY OF LAKE STEVENS

SNOHOMISH CONSERVATION DISTRICT

Signature

Signature

Name (printed)

Name (printed)

Title

Title

Date

Date