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.

September 23, 2025 - 6:00 PM
In person: The Mill, Sawyers Room, 1808 Main Street, Lake Stevens
or Join Zoom Meeting: Zoom Link
or call in at (253) 215-8782
Meeting ID: 82389632351 **Passcode:** 169806

1.	**Call to Order**		
2.	**Pledge of Allegiance**		Mayor
3.	**Roll Call**		
4.	**Approval of Agenda**		Council President
5.	**Guest Business**		
	A.	Compensation Connections	Anya Warrington
6.	**Citizen Comments**		
7.	**Council Business**		Council President
8.	**Mayor's Business**		
9.	**City Department Report**		
10.	**Consent Agenda**		
	A.	2025 Vouchers	Barb Stevens
	B.	City Council Meeting Minutes of September 1, 2025	Kelly Chelin
	C.	City Council Meeting Minutes of September 9, 2025	Kelly Chelin
	D.	Cavalero Park Acquisition	Sarah Garceau
	E.	Second Biennium Grant Funding Contract with Department of Commerce for Salmonid Basins Plan	Olin Anderson, Shannon Farrant
	F.	Bayview Phase 1 Design - Professional Services Agreement with MacLeod Reckord, PLLC	Jill Meis
11.	**Action Items**		
	A.	Lundeen Light Repairs	Curtis Clifton

B. 91st Ave SE Multi-use Path Phase 2 Design Contract

12. Discussion Items

A. Salmonid Basins Plan Introduction — Shannon Farrant, Olin Anderson

B. STEP Housing and Co-Living Housing Code Amendments — David Levitan

13. Executive Session — Litigation/Potential Litigation

A. Litigation/Potential Litigation

14. 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.

Compensation Study: Non-Represented and Teamsters Positions

City Council Meeting

September 23, 2025

Compensation Connections

Market Study Activities

Research market data

Review pay range structures

Analyze jobs compared to market

Determine potential budget impact

Market Data Sources

Municipal data sources:

- Arlington
- Bothell
- Edmonds
- Everett
- Kenmore
- Lynnwood
- Marysville
- Mill Creek
- Monroe
- Mount Vernon
- Mountlake Terrace
- Mukilteo

Continued →

Market Data Sources

Other government agency data sources:

- Economic Research Institute (ERI)
- Milliman Public Employers

All industry data sources:

- CompAnalyst
- Compdata
- Milliman NW Management and Professional
- Milliman Puget Sound Area

Market Data Methodology

Focus on job content and qualifications when matching

Average of 9 matches per job

Data scoped for Lake Stevens or Puget Sound

Data aged to reflect an effective date of January 1, 2026

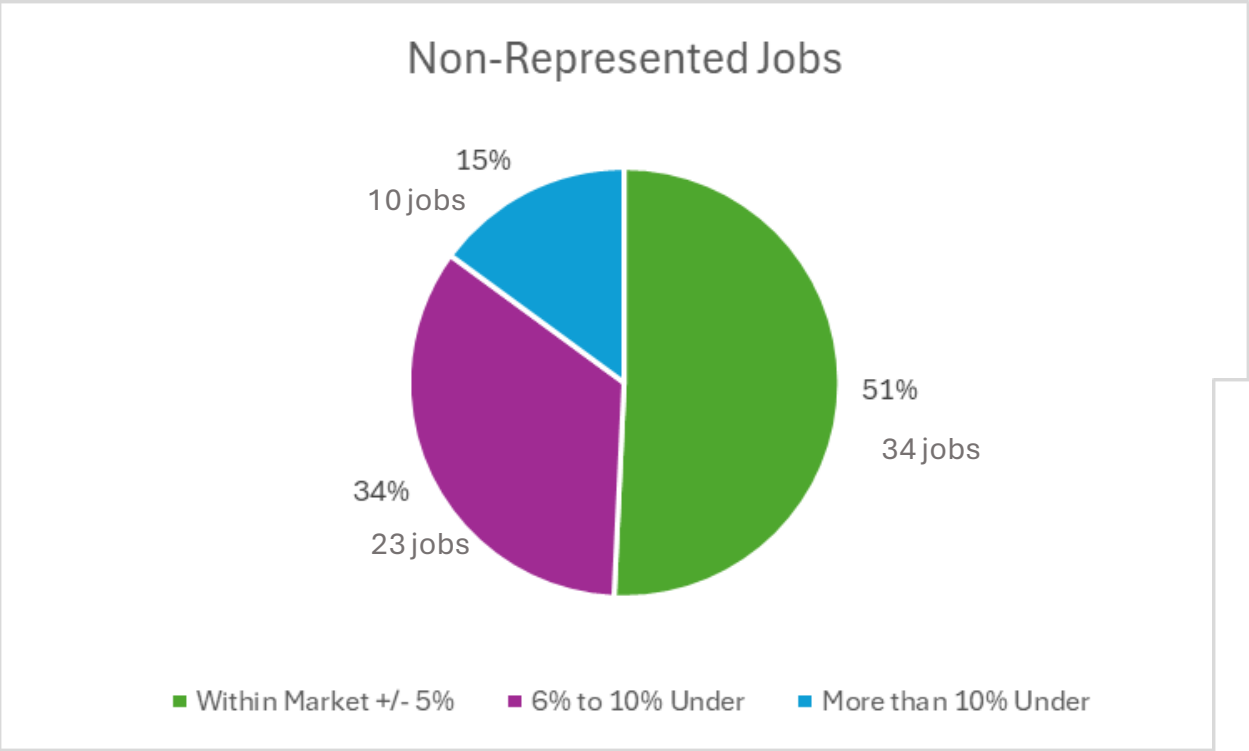
Range Midpoint vs Market Data

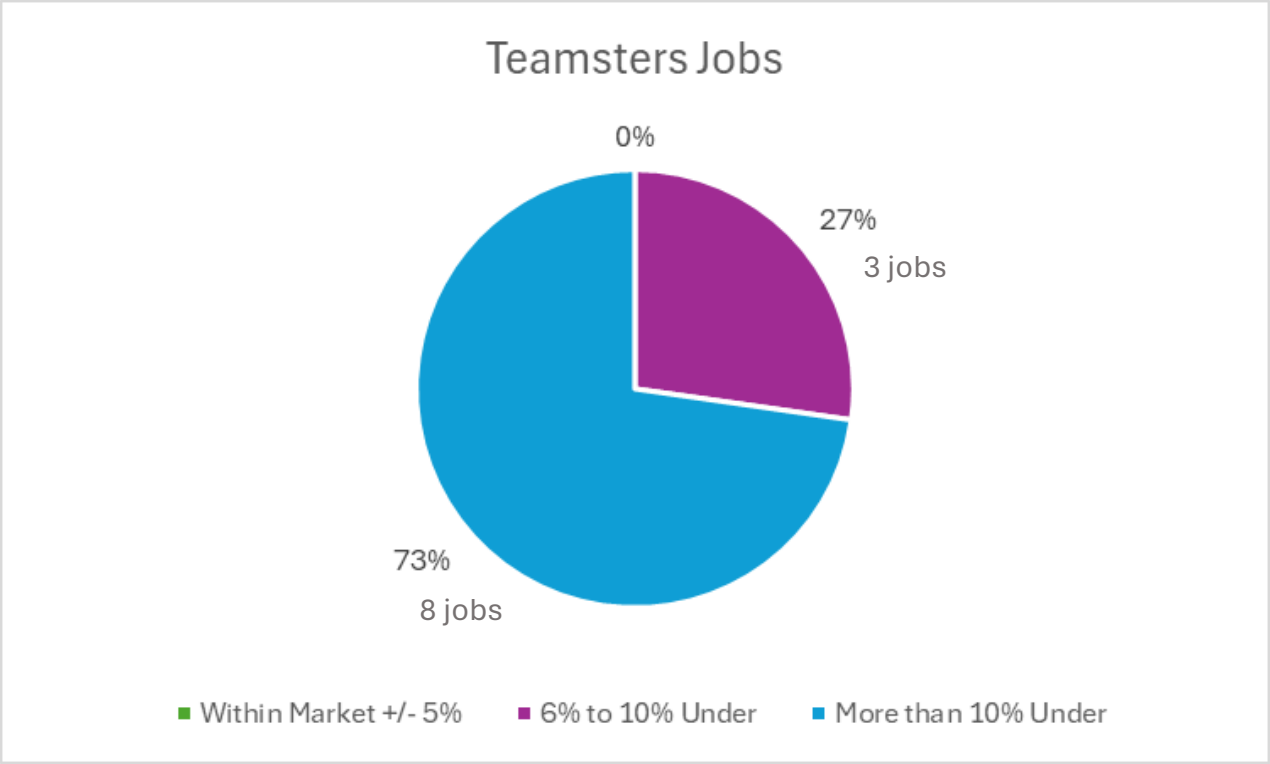
On Average - Current Range Midpoint as a Percent of Market Data

Category	60th
Non-Represented Jobs	**94.6%**
Teamsters Jobs	**88.8%**

Department	60th
Administration	96.2%
Finance	96.0%
Human Resources	95.0%
Information Technology	92.7%
Parks & Recreation	94.2%
Planning & Community Dev	96.2%
Police	90.3%
Public Works	91.5%

Range Midpoint vs Market Data





Suggested Next Steps

Non-Represented Jobs

- Maintain the current pay range structure
- For jobs significantly under market, move into new pay ranges
- Review for compression between jobs
- Determine potential fiscal impact

Teamsters Jobs

- Adjust the pay range structure
- Map jobs into the updated pay range structure
- Determine potential fiscal impact
- To be bargained

Are there any other questions?

BLANKET VOUCHER APPROVAL

2025

Payroll Direct Deposits	**9/10/2025**	**$463,536.96**
Payroll Checks		
Electronic Funds Transfers	**ACH**	**$543,637.42**
Claims	**64319-64442**	**$1,271,859.52**
Void Checks	**63376, 64220, 64233**	**($190,616.26)**
Total Vouchers Approved:		**$2,088,417.64**

This 23rd day of Sept 2025

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

September 23, 2025

City expenditures by type for this voucher packet		
Personnel Costs	$463,537	22%
Payroll Federal Taxes	$168,637	8%
Excise Tax	$8,254	0%
Retirement Benefits - Employer	$74,795	4%
Medical Benefits - Employer	$263,782	13%
Other Employer Paid Benefits	$9,730	0%
Employee Paid Benefits	$33,223	2%
Supplies	$54,637	3%
Professional Services	$376,763	18%
Refunds	$500	0%
Capital *	$796,500	38%
Debt Payments	$28,676	1%
Void Checks	-$190,616	-9%
Total	**$2,088,418**	**100%**

Large Purchases *

* PW Roof Replacement - Updated $121,643
* 4 Ton Trailer Mount Electric Brake Diesel Dump $59,071
* PD Vehicle Lease Taxes/Fees 09-2025 $12,566
* Main Street RAB $45,411
* 18013 Main Street Improvements PE#6 $529,301

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 09/05/2025 - 09/18/2025

Total for Period
$1,815,496.94

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
911 Supply Inc	INV-2-55193	001 008 521 20 31 06	LE - Uniform Clothing	ID Panels	64326	$680.68
911 Supply Inc	INV-2-55194	001 008 521 20 31 06	LE - Uniform Clothing	Embrodiery Rank on Collar Points - D Thomas	64326	$44.06
911 Supply Inc	INV-2-55220	001 008 521 20 31 06	LE - Uniform Clothing	Patches/Stars - D Thomas	64326	$134.57
911 Supply Inc	INV-2-55227	001 008 521 20 31 01	LE-Fixed Minor Equipment	Armor - M Lewis	64326	$1,951.01
911 Supply Inc	INV-2-55348	001 008 521 20 31 06	LE - Uniform Clothing	CSO Shirts	64326	$139.94
911 Supply Inc	INV-2-55349	001 008 521 20 31 06	LE - Uniform Clothing	Academy Shirt - M Ashbrook	64326	$32.80
911 Supply Inc	INV-2-55350	001 008 521 20 31 06	LE - Uniform Clothing	Trousers/Tactical Pants/Clip on Tie - M Vick	64326	$291.59
911 Supply Inc	INV-2-55441	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Hats	64326	$315.56
911 Supply Inc	INV-2-55481	001 008 521 20 31 06	LE - Uniform Clothing	Uniform - M Vick	64326	$30.77
					64326 Total	**$3,620.98**
Ace Hardware	81433/7	001 013 518 20 31 00	GG-Operating Costs	Laser Distance Meter/Mechanic Tool Set - Gen Facilities	64327	$238.29
Ace Hardware	81433/7	101 016 544 90 31 02	ST-Operating Cost	Laser Distance Meter/Mechanic Tool Set - Gen Facilities	64327	$10.72
Ace Hardware	81433/7	410 016 531 10 31 02	SW - Operating Costs	Laser Distance Meter/Mechanic Tool Set - Gen Facilities	64327	$18.74
Ace Hardware	81441/7	001 013 518 20 31 00	GG-Operating Costs	Spot Remover/Oxy Carpet Cleaner - Gen Facilities	64327	$30.83
Ace Hardware	81441/7	101 016 544 90 31 02	ST-Operating Cost	Spot Remover/Oxy Carpet Cleaner - Gen Facilities	64327	$1.39
Ace Hardware	81441/7	410 016 531 10 31 02	SW - Operating Costs	Spot Remover/Oxy Carpet Cleaner - Gen Facilities	64327	$2.42
Ace Hardware	81442/7	001 013 518 20 31 00	GG-Operating Costs	Wallboard Anchor Kit - Gen Facilities	64327	$34.03
Ace Hardware	81442/7	101 016 544 90 31 02	ST-Operating Cost	Wallboard Anchor Kit - Gen Facilities	64327	$1.53
Ace Hardware	81442/7	410 016 531 10 31 02	SW - Operating Costs	Wallboard Anchor Kit - Gen Facilities	64327	$2.68
Ace Hardware	81456/7	001 008 521 50 30 00	LE-Facilities Supplies	O-Ring Asst	64327	$4.63
Ace Hardware	81469/7	001 008 521 50 30 00	LE-Facilities Supplies	Nylon Rope	64327	$26.22
					64327 Total	**$371.48**
AFLAC	19427	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Insurance Prem	EFT	$839.38
					EFT Total	**$839.38**
Alaska Rubber Group Inc	N079200	410 016 531 10 31 02	SW - Operating Costs	Hose Repair/Male Pipe Fitting	64328	$34.50
					64328 Total	**$34.50**
Alexander Printing Co Inc	97625	001 013 518 20 31 00	GG-Operating Costs	Regular Envelopes (1500)	64329	$258.24
					64329 Total	**$258.24**
All Battery Sales and Service	300-10173698	101 016 544 90 31 02	ST-Operating Cost	Rocker Switches	64330	$5.71
All Battery Sales and Service	300-10173698	410 016 531 10 31 02	SW - Operating Costs	Rocker Switches	64330	$5.70
					64330 Total	**$11.41**
Allied Roofing Installation Services LLC	2641	304 016 594 18 60 00	Facilities Capital - PW Shop	PW Roof Replacement - Updated	64331	$43,892.50
Allied Roofing Installation Services LLC	2641	306 013 594 18 60 01	FC - Other Capital GG	PW Roof Replacement - Updated	64331	$90,000.00
Allied Roofing Installation Services LLC	2641	304 000 382 20 00 00	Retainage	PW Roof Replacement Retainage - Updated	64331	($12,250.00)
					64331 Total	**$121,642.50**
Amazon Capital Services	13VW-RTLK-11FR	001 008 521 20 31 00	LE-Office Supplies	4G LTE Cellular 3G GSM Antenna Mount Refund	64332	($12.02)
Amazon Capital Services	1469-M3TX-4G9Q	001 010 576 80 31 05	PK-R&M Supplies	T-Handle Water Shut-Off - Lundeen Deduct Meter	64332	$36.60
Amazon Capital Services	14CL-NPTJ-DKLN	001 010 576 80 31 00	PK-Operating Supplies	Scissors	64332	$16.39
Amazon Capital Services	14CL-NPTJ-DKLN	001 010 576 80 31 00	PK-Operating Supplies	Wire Rope Clamp - Buoy	64332	$39.84
Amazon Capital Services	14KD-9Y9L-GGQP	001 006 518 80 31 00	IT- Operating Supplies	Dual Monitor Stand	64332	$39.33
Amazon Capital Services	17FQ-DFMC-JDTC	001 013 518 20 31 00	GG-Operating Costs	Batteries - CH & Admin Bldg	64332	$60.99
Amazon Capital Services	17XY-LD6F-X9X3	001 010 576 80 31 00	PK-Operating Supplies	Concrete PRO High Strength Anchoring Epoxy System	64332	$26.57
Amazon Capital Services	17XY-LD6F-X9X3	001 010 576 80 31 00	PK-Operating Supplies	Earbuds	64332	$87.44
Amazon Capital Services	17XY-LD6F-X9X3	001 010 576 80 31 05	PK-R&M Supplies	Prime-Line PH 17039 Slide Latch	64332	$66.83
Amazon Capital Services	17XY-LD6F-X9X3	001 010 576 80 31 00	PK-Operating Supplies	Turf Glue for Artificial Grass	64332	$40.43

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Amazon Capital Services	1D91-KMWV-6NDM	001 013 518 10 30 00	LEAN Training - Supplies	Insertable Extra Wide Dividers	64332	$70.56
Amazon Capital Services	1DXM-PNRG-6PRW	001 013 518 10 30 00	LEAN Training - Supplies	3 Ring Binders	64332	$214.25
Amazon Capital Services	1DXM-PNRG-6PRW	001 013 518 10 30 00	LEAN Training - Supplies	Coffee Pods	64332	$45.80
Amazon Capital Services	1DXM-PNRG-6PRW	001 013 518 10 30 00	LEAN Training - Supplies	Creating a Lean Culture	64332	$171.05
Amazon Capital Services	1DXM-PNRG-6PRW	001 013 518 10 30 00	LEAN Training - Supplies	Mechanical Pencils	64332	$4.70
Amazon Capital Services	1DXM-PNRG-6PRW	001 013 518 10 30 00	LEAN Training - Supplies	Post-it Super Sticky Notes	64332	$35.46
Amazon Capital Services	1DXM-PNRG-6PRW	001 013 518 10 30 00	LEAN Training - Supplies	Sharpie Permanent Markers	64332	$16.25
Amazon Capital Services	1DXM-PNRG-6PRW	001 013 518 10 30 00	LEAN Training - Supplies	The Lean Six Sigma Pocket Toolbook	64332	$45.83
Amazon Capital Services	1F99-M1FT-D9ND	001 005 518 10 31 01	HR- Operating Supplies	Blood Pressure Monitor Digital Wrist BP Machine	64332	$26.22
Amazon Capital Services	1F99-M1FT-D9ND	001 005 518 10 31 01	HR- Operating Supplies	Emergency Fire Suppression Blankets	64332	$43.26
Amazon Capital Services	1F99-M1FT-D9ND	001 005 518 10 31 01	HR- Operating Supplies	LED Headlamp	64332	$13.11
Amazon Capital Services	1F99-M1FT-D9ND	001 005 518 10 31 01	HR- Operating Supplies	National Parks Water Bottles	64332	$63.37
Amazon Capital Services	1F99-M1FT-D9ND	001 005 518 10 31 01	HR- Operating Supplies	Outdoor Hiking Stickers	64332	$10.92
Amazon Capital Services	1FQ9-W3DD-C34M	101 016 544 90 31 02	ST-Operating Cost	Legal File Sorter/Desktop Organizer/HDMI Adapter/Mouse	64332	$89.61
Amazon Capital Services	1FQ9-W3DD-C34M	410 016 531 10 31 02	SW - Operating Costs	Legal File Sorter/Desktop Organizer/HDMI Adapter/Mouse	64332	$89.60
Amazon Capital Services	1LPL-WCYN-6YC9	001 010 576 80 31 08	PK-Special Event Supplies	Jewelry Tool Bracelet Knitting Disk - Event Supplies	64332	$39.32
Amazon Capital Services	1LPL-WCYN-6YC9	001 010 576 80 31 08	PK-Special Event Supplies	Multipurpose Utility Storage Box - Event Supplies	64332	$73.03
Amazon Capital Services	1LPQ-TWGP-9D6K	001 010 576 80 31 00	PK-Operating Supplies	Office Chair - PK Office Assistant	64332	$192.36
Amazon Capital Services	1LQT-63M3-H64L	001 005 517 90 41 00	HR-Wellness Program Services	Bento Box Adult Lunch Box - Wellness Event	64332	$14.19
Amazon Capital Services	1LQT-63M3-H64L	001 005 517 90 41 00	HR-Wellness Program Services	Reusable Fruit and Veggie Savers - Wellness Event	64332	$10.92
Amazon Capital Services	1LQT-63M3-H64L	001 005 517 90 41 00	HR-Wellness Program Services	Reusable Produce Bags - Wellness Event	64332	$16.38
Amazon Capital Services	1LQT-63M3-H64L	001 005 517 90 41 00	HR-Wellness Program Services	Reusable Yogurt Parfait Cups - Wellness Event	64332	$17.48
Amazon Capital Services	1LTN-7KLW-9P7Y	001 010 576 80 31 08	PK-Special Event Supplies	Pop up Canopy Tent Roller Bag	64332	$98.36
Amazon Capital Services	1LYP-36MH-743K	410 016 531 10 35 00	SW - Small Tools	Multipurpose Lifting and Pulling Tool for Manhole Covers	64332	$288.99
Amazon Capital Services	1MDK-G96Y-CDTR	001 008 521 20 31 00	LE-Office Supplies	Printer Toner	64332	$132.25
					64332 Total	**$2,225.67**
Amazon Capital Services	1ML6-4H37-NXCN	001 010 576 80 31 00	PK-Operating Supplies	Car Wash Brush with Long Handle - Old Decant Vehicle	64333	$19.55
Amazon Capital Services	1ML6-4H37-NXCN	001 010 576 80 31 03	PK- Equipment & Tools	Cirrus Wind Indicator - Halo Test Equip	64333	$83.01
Amazon Capital Services	1ML6-4H37-NXCN	001 010 576 80 31 00	PK-Operating Supplies	Gold Class Car Wash - Old Decant Vehicle	64333	$10.59
Amazon Capital Services	1PPX-GH46-769Q	001 010 576 80 31 03	PK- Equipment & Tools	Modbox	64333	$80.88
Amazon Capital Services	1QPV-76G7-7JV9	001 005 518 10 31 02	HR - Emergency Mgmt Supplies	Duck Tape	64333	$24.00
Amazon Capital Services	1QPV-76G7-7JV9	001 005 518 10 31 02	HR - Emergency Mgmt Supplies	Sharpie Permanent Markers	64333	$25.40
Amazon Capital Services	1RFM-TYCM-C1DC	001 008 521 20 31 01	LE-Fixed Minor Equipment	Reflector Bands for Wrist	64333	$25.13
Amazon Capital Services	1RPL-QHNN-FGWQ	001 008 521 20 31 04	LE-Donation Exp - Other	Drone Battery	64333	$596.79
Amazon Capital Services	1T7P-DFHV-3RJW	001 010 576 80 31 08	PK-Special Event Supplies	Paper/Markers/Toothpicks - Viking Supplies	64333	$66.62
Amazon Capital Services	1V3L-4G1J-P9FD	001 005 518 10 31 02	HR - Emergency Mgmt Supplies	Emergency Mgmt Operations Center Supplies	64333	$835.55
Amazon Capital Services	1V3L-4G1J-PVTQ	001 010 576 80 31 00	PK-Operating Supplies	Dual Monitor Stand - M Matthew	64333	$39.33
Amazon Capital Services	1V3L-4G1J-PVTQ	001 010 576 80 31 00	PK-Operating Supplies	Dual Monitor Stand Riser - M Matthew	64333	$43.71
Amazon Capital Services	1V3L-4G1J-PVTQ	001 010 576 80 31 00	PK-Operating Supplies	End Table - M Matthew	64333	$43.71
Amazon Capital Services	1VM3-PRKT-FWP3	001 008 521 20 31 00	LE-Office Supplies	Air Freshener	64333	$17.97
Amazon Capital Services	1VM3-PRKT-FWP3	001 008 521 20 31 00	LE-Office Supplies	Laminating Sheets	64333	$32.77
Amazon Capital Services	1WK4-J31C-WWCN	001 008 521 20 31 00	LE-Office Supplies	Highlighters/Desk Calendar	64333	$26.12
Amazon Capital Services	1WPK-3XRL-7RLY	101 016 544 90 31 02	ST-Operating Cost	Conference Table Power Hub	64333	$54.38
Amazon Capital Services	1WPK-3XRL-7RLY	410 016 531 10 31 02	SW - Operating Costs	Conference Table Power Hub	64333	$54.37
Amazon Capital Services	1X7G-9G7Q-K13H	001 010 576 80 31 03	PK- Equipment & Tools	Modbox Refund	64333	($80.88)
Amazon Capital Services	1XJ7-3DCX-9WKW	001 005 517 60 31 00	HR-Safety Program Supplies	Tactical First Aid Kit	64333	$25.13
Amazon Capital Services	1YGX-PMWL-14MT	001 008 521 20 31 00	LE-Office Supplies	BNC Terminator Refund	64333	($10.92)
Amazon Capital Services	1YMN-NFRW-16RK	001 008 521 20 31 00	LE-Office Supplies	Proxicast Active/Passive GPS Antenna SMA Refund	64333	($26.18)

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Amazon Capital Services	1YQ3-X1X3-4TXX	001 010 576 80 31 00	PK-Operating Supplies	Battery Holders	64333	$26.22
Amazon Capital Services	1YQ3-X1X3-4TXX	001 010 576 80 31 08	PK-Special Event Supplies	Flag Bags	64333	$60.19
Amazon Capital Services	1YQ3-X1X3-4TXX	001 010 576 80 31 00	PK-Operating Supplies	Mop Grips	64333	$11.92
Amazon Capital Services	1YQ3-X1X3-4TXX	001 010 576 80 31 08	PK-Special Event Supplies	Paper	64333	$26.28
Amazon Capital Services	1YQ3-X1X3-4TXX	001 010 576 80 31 08	PK-Special Event Supplies	Portable Air Compressor	64333	$43.71
Amazon Capital Services	1YQ3-X1X3-4TXX	001 010 576 80 31 08	PK-Special Event Supplies	Retractable Extension Cord Reel	64333	$144.75
Amazon Capital Services	1YQ3-X1X3-4TXX	001 010 576 80 31 03	PK- Equipment & Tools	Sand Flea Rake	64333	$46.99
Amazon Capital Services	1YQ3-X1X3-4TXX	001 010 576 80 31 08	PK-Special Event Supplies	Sharpie Markers	64333	$6.55
					64333 Total	**$2,353.64**
Assoc of Washington Cities EFT	73158	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	EFT	$260,204.14
Assoc of Washington Cities EFT	73158	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium - Baca	EFT	$324.57
Assoc of Washington Cities EFT	73158	101 016 542 30 20 00	ST-Benefits	Medical Insurance Premium - Baca	EFT	$305.48
Assoc of Washington Cities EFT	73158	410 016 531 10 20 00	SW-Benefits	Medical Insurance Premium - Baca	EFT	$324.57
					EFT Total	**$261,158.76**
AT&T Mobility LLC	287351657998X08272025	001 008 521 20 42 00	LE-Communication	Wireless Cell Service	64334	$1,969.51
AT&T Mobility LLC	287351658267X08272025	101 016 543 30 42 00	ST-Communications	Wireless Cell Service	64334	$1,007.29
AT&T Mobility LLC	287351658267X08272025	410 016 531 10 42 00	SW - Communications	Wireless Cell Service	64334	$1,007.30
AT&T Mobility LLC	287354121770X08272025	001 001 511 60 42 00	Legislative - Communication	Wireless Cell Service	64334	$285.60
AT&T Mobility LLC	287354121770X08272025	001 001 513 10 42 00	Executive - Communication	Wireless Cell Service	64334	$40.80
AT&T Mobility LLC	287354121770X08272025	001 002 513 11 42 00	AD-Communications	Wireless Cell Service	64334	$40.80
AT&T Mobility LLC	287354121770X08272025	001 003 514 20 42 00	CC-Communications	Wireless Cell Service	64334	$163.20
AT&T Mobility LLC	287354122304X08272025	001 004 514 23 42 00	FI-Communications	Wireless Cell Service	64334	$149.87
AT&T Mobility LLC	287354123039X08272025	001 005 518 10 42 00	HR-Communications	Wireless Cell Service	64334	$204.00
AT&T Mobility LLC	287354123762X08272025	001 006 518 80 42 00	IT-Communications	Wireless Cell Service	64334	$244.80
AT&T Mobility LLC	287354124740X08272025	001 007 558 50 42 00	PL-Communication	Wireless Cell Service	64334	$254.05
AT&T Mobility LLC	287354124740X08272025	001 007 559 30 42 00	PB-Communication	Wireless Cell Service	64334	$254.05
AT&T Mobility LLC	287354125324X08272025	001 010 576 80 42 00	PK-Communication	Wireless Cell Service	64334	$839.99
					64334 Total	**$6,461.26**
Baca	082725 BACA	101 016 544 90 31 02	ST-Operating Cost	Registration for PW37 Reimbursement - Baca	64335	$8.37
Baca	082725 BACA	410 016 531 10 31 02	SW - Operating Costs	Registration for PW37 Reimbursement - Baca	64335	$8.38
					64335 Total	**$16.75**
Badgleys Landscape LLC	92210	005 000 518 20 40 02	Rental Property Services	Landscape Maint 10515 & 10519 20th St 09-2025	64336	$1,142.59
Badgleys Landscape LLC	92210	005 000 382 20 00 00	Rental Property Retainage	Landscape Maint 10515 & 10519 20th St 09-2025 Retainage	64336	($104.54)
Badgleys Landscape LLC	92210	005 000 518 20 40 02	Rental Property Services	Landscape Maint 1819 & 1825 S Lake 09-2025	64336	$808.11
Badgleys Landscape LLC	92210	005 000 382 20 00 00	Rental Property Retainage	Landscape Maint 1819 & 1825 S Lake 09-2025 Retainage	64336	($73.93)
Badgleys Landscape LLC	92210	001 012 572 20 41 00	CS- Library-Professional Svc	Landscape Maint 2211 Grade Rd 09-2025	64336	$699.06
Badgleys Landscape LLC	92210	001 000 382 20 00 00	Retainage	Landscape Maint 2211 Grade Rd 09-2025 Retainage	64336	($63.96)
					64336 Total	**$2,407.33**
Beazizo	091225 BEAZIZO	001 008 521 40 49 01	LE- Staff Development	IACP Flight Seat Upgrade Refund - Cancelled Registration	64337	$54.98
Beazizo	092225 BEAZIZO	001 008 521 40 49 01	LE- Staff Development	LEIRA Conf Meal PerDiem - Beazizo	64337	$136.00
					64337 Total	**$190.98**
Bridge Coordination Services	2025-LS08	001 008 521 20 41 01	LE-Professional Serv-Fixed	LS Victim Service Hours	64338	$4,159.25
					64338 Total	**$4,159.25**
Brummett Inc	22491	001 008 521 20 31 00	LE-Office Supplies	Appreciation Plate - J Young	64339	$50.28
					64339 Total	**$50.28**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	BARNES 09-2025	001 008 521 20 31 06	LE - Uniform Clothing	Boots	64340	$240.46
Business Card	BARNES 09-2025	001 008 521 20 31 06	LE - Uniform Clothing	Boots - Bryant	64340	$284.18
Business Card	BARNES 09-2025	001 008 521 40 49 01	LE- Staff Development	Child Passenger Safety Cert	64340	$95.00
Business Card	BARNES 09-2025	001 008 521 40 49 01	LE- Staff Development	Crimes Against Children Conf Hotel - Parnell	64340	$1,006.05
Business Card	BARNES 09-2025	520 008 594 21 63 00	Vehicles - Capital Equip	Hose Reel/Pipe/Ratchet Straps/Nozzles/Sawhorse	64340	$375.63
Business Card	BARNES 09-2025	001 008 521 20 31 02	LE-Minor Equipment	Liter Dry Gas Tank	64340	$274.63
Business Card	BARNES 09-2025	001 008 521 20 48 00	LE-Repair & Maintenance Equip	PD Vehicle Car Wash	64340	$20.00
Business Card	BEAZIZO 09-2025	111 008 521 20 31 01	Drug Seize - Canine Supplies	Dog Food	64340	$98.75
Business Card	BEAZIZO 09-2025	001 008 521 20 31 06	LE - Uniform Clothing	Duty Belts	64340	$527.31
Business Card	BEAZIZO 09-2025	111 008 521 20 40 00	Drug Seize - Canine Prof Serv	PackTrack Handler Subscription - D Dreher	64340	$140.00
Business Card	BRAZEL 09-2025	001 002 513 11 49 00	AD-Staff Development	APWA PWX Conf Airport Parking - Brazel	64340	$185.00
Business Card	BRAZEL 09-2025	001 002 513 11 49 00	AD-Staff Development	APWA PWX Conf Hotel - Brazel	64340	$1,150.56
Business Card	BRAZEL 09-2025	101 016 542 30 49 01	ST-Staff Development	APWA PWX Conf Hotel - L Erickson	64340	$575.28
Business Card	BRAZEL 09-2025	410 016 531 10 49 01	SW - Staff Development	APWA PWX Conf Hotel - L Erickson	64340	$575.28
Business Card	BRAZEL 09-2025	001 001 513 10 49 01	Executive - Prof. Development	APWA PWX Conf Uber Fees	64340	$137.77
Business Card	BRAZEL 09-2025	001 002 513 11 49 00	AD-Staff Development	APWA PWX Conf Uber Fees	64340	$137.77
Business Card	BRAZEL 09-2025	001 005 518 10 49 01	HR-Staff Development	APWA PWX Conf Uber Fees	64340	$137.77
Business Card	BRAZEL 09-2025	101 016 542 30 49 01	ST-Staff Development	APWA PWX Conf Uber Fees	64340	$68.88
Business Card	BRAZEL 09-2025	410 016 531 10 49 01	SW - Staff Development	APWA PWX Conf Uber Fees	64340	$68.88
Business Card	BRAZEL 09-2025	001 002 513 11 49 00	AD-Staff Development	APWA PWX Conf Uber From Conf to Hotel - Brazel	64340	$62.04
Business Card	CHELIN 09-2025	001 013 518 20 31 00	GG-Operating Costs	Cookies/Water for Legislative Reception	64340	$27.35
Business Card	CLIFTON 09-2025	101 016 544 90 31 02	ST-Operating Cost	Meal - Hwy 92 Maint Project Discussion	64340	$86.95
Business Card	CLIFTON 09-2025	410 016 531 10 31 02	SW - Operating Costs	Meal - Hwy 92 Maint Project Discussion	64340	$86.95
Business Card	DREHER 09-2025	001 008 521 30 31 00	LE-Community Outreach Supplies	Custom Wristbands	64340	$368.10
Business Card	DREHER 09-2025	001 008 521 20 31 00	LE-Office Supplies	Dining Chair Refund	64340	($17.47)
Business Card	DREHER 09-2025	001 008 521 20 31 00	LE-Office Supplies	Dining Chair/Ring Binder	64340	$21.83
Business Card	DREHER 09-2025	001 008 521 50 30 00	LE-Facilities Supplies	Door Lock/Keys	64340	$59.05
Business Card	DREHER 09-2025	001 008 521 40 49 01	LE- Staff Development	IACP Conf Hotel - Kolomyza	64340	$711.39
Business Card	DREHER 09-2025	001 008 521 30 31 00	LE-Community Outreach Supplies	PD K9 Trading Cards	64340	$128.00
Business Card	DREHER 09-2025	001 008 521 20 42 00	LE-Communication	Postage	64340	$95.02
Business Card	DREHER 09-2025	001 008 521 30 31 00	LE-Community Outreach Supplies	Puppy Paw Hot/Cold Packs	64340	$667.33
Business Card	DREHER 09-2025	001 008 521 40 49 01	LE- Staff Development	UOF Summit Training Hotel - Hingtgen	64340	$923.20
Business Card	FOX 09-2025	001 008 521 40 49 01	LE- Staff Development	Intro to Sealing & Expunging Records Registration - Lindseth	64340	$159.00
Business Card	FOX 09-2025	001 008 521 40 49 01	LE- Staff Development	Police Records Mgmt Registration - Byram/Lindseth	64340	$260.75
Business Card	GAILEY 09-2025	001 001 513 10 49 01	Executive - Prof. Development	APWA PWX Conf Airport Parking Fees - Gailey	64340	$185.00
Business Card	GAILEY 09-2025	001 001 513 10 49 01	Executive - Prof. Development	APWA PWX Conf Hotel - Gailey	64340	$1,150.56
Business Card	GAILEY 09-2025	001 001 513 10 49 01	Executive - Prof. Development	AWC Budget Conf Hotel - Gailey	64340	$135.40
Business Card	GARCEAU 09-2025	001 010 576 80 31 05	PK-R&M Supplies	Brass Nipple for Lundeen Deduct Meter	64340	$32.57
Business Card	GARCEAU 09-2025	001 010 576 80 31 05	PK-R&M Supplies	Deduct H2O Meter - Lundeen	64340	$1,185.96
Business Card	GARCEAU 09-2025	001 010 576 80 41 04	PK-Special Events Prof Service	Gaming Advertising	64340	$6.77
Business Card	GARCEAU 09-2025	001 010 576 80 31 00	PK-Operating Supplies	Herbicide	64340	$401.99
Business Card	GARCEAU 09-2025	001 010 576 80 49 01	PK-Staff Development	ISA ADA Accessibility Training - F Lazo	64340	$143.15
Business Card	GARCEAU 09-2025	001 010 576 80 49 01	PK-Staff Development	ISA Manual for ISA Class - F Lazo	64340	$70.17
Business Card	GARCEAU 09-2025	001 010 576 80 31 00	PK-Operating Supplies	Isograd Testing Service Credits	64340	$130.00
Business Card	GARCEAU 09-2025	001 010 576 80 49 01	PK-Staff Development	Managing Pressure Training - D Green	64340	$20.00
Business Card	GARCEAU 09-2025	001 010 576 80 41 04	PK-Special Events Prof Service	Meta Advertising Viking Events	64340	$21.00
Business Card	GARCEAU 09-2025	001 010 576 80 49 01	PK-Staff Development	NRPA Conf Flight - Garceau	64340	$516.96
Business Card	GARCEAU 09-2025	001 010 576 80 49 01	PK-Staff Development	NRPA Conf Flight - Meis	64340	$516.96
Business Card	GARCEAU 09-2025	001 010 576 80 49 01	PK-Staff Development	NRPA PreConf Class - Garceau	64340	$35.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	GARCEAU 09-2025	001 010 576 80 49 01	PK-Staff Development	NRPA PreConf Class - Meis	64340	$35.00
Business Card	GARCEAU 09-2025	001 010 576 80 49 01	PK-Staff Development	Pesticide CEU - R Anderson	64340	$15.00
Business Card	GARCEAU 09-2025	001 010 576 80 31 05	PK-R&M Supplies	Plumbing Replacement Repair Kit	64340	$144.90
Business Card	GARCEAU 09-2025	001 010 594 76 64 00	PK-Capital Outlay	Recoding Fees - NC Non-Motorized Low Float Dock	64340	$341.50
Business Card	GARCEAU 09-2025	001 010 576 80 31 05	PK-R&M Supplies	Redmax Repair Pipe	64340	$57.19
Business Card	GARCEAU 09-2025	001 010 576 80 31 05	PK-R&M Supplies	Replacement CH751 Locks	64340	$21.55
Business Card	GARCEAU 09-2025	001 010 576 80 31 00	PK-Operating Supplies	Sealant for Basketball Courts	64340	$55.00
Business Card	GARCEAU 09-2025	001 010 576 80 31 08	PK-Special Event Supplies	Snowman Evaporative Snow Fluid - Winterfest	64340	$98.50
Business Card	GARCEAU 09-2025	001 010 576 80 31 01	PK-Ops-Clothing	STF Boots - D Green	64340	$192.32
Business Card	GARCEAU 09-2025	001 010 576 80 49 01	PK-Staff Development	The Six Type of Working Genius Assessment - PK Crew	64340	$50.00
Business Card	GARCEAU 09-2025	001 010 576 80 49 01	PK-Staff Development	WFEA Conf Registration - Goldson-Smith	64340	$809.25
Business Card	HALVERSON 09-2025	101 016 544 90 31 02	ST-Operating Cost	APWA Decals/Stickers	64340	$79.00
Business Card	HALVERSON 09-2025	410 016 531 10 31 02	SW - Operating Costs	APWA Decals/Stickers	64340	$79.00
Business Card	HALVERSON 09-2025	101 016 542 30 49 01	ST-Staff Development	The Six Types of Working Genius Assessment	64340	$37.50
Business Card	HALVERSON 09-2025	410 016 531 10 49 01	SW - Staff Development	The Six Types of Working Genius Assessment	64340	$37.50
Business Card	HEIST 09-2025	001 004 514 23 49 01	FI-Staff Development	GFOA Evaluating Internal Controls Registration - Heist	64340	$325.00
Business Card	HEIST 09-2025	001 004 514 23 49 01	FI-Staff Development	GFOA Evaluating Internal Controls Registration - Rowe	64340	$325.00
Business Card	HEIST 09-2025	001 004 514 23 49 01	FI-Staff Development	GFOA Overview of Public Procurement Registration - Rowe	64340	$350.00
Business Card	HINGTGEN 09-2025	001 008 521 40 49 01	LE- Staff Development	Crimes Against Children Conf Airport Parking - Parnell	64340	$117.23
Business Card	HINGTGEN 09-2025	001 008 521 40 49 01	LE- Staff Development	UOF Summit Flights - Hingtgen	64340	$647.47
Business Card	MACDONALD 09-2025	101 016 544 90 31 02	ST-Operating Cost	Antenna/PowerHarness/CompassWorks/AirTime/Hardware	64340	$1,108.93
Business Card	MACDONALD 09-2025	410 016 531 10 31 02	SW - Operating Costs	Antenna/PowerHarness/CompassWorks/AirTime/Hardware	64340	$1,108.92
Business Card	MACDONALD 09-2025	101 016 542 30 49 01	ST-Staff Development	APWA PWX Conf Airport Parking - Jones	64340	$117.50
Business Card	MACDONALD 09-2025	410 016 531 10 49 01	SW - Staff Development	APWA PWX Conf Airport Parking - Jones	64340	$117.50
Business Card	POOLOS 09-2025	001 006 518 80 49 01	IT-Staff Development	ACCIS Conf Hotel Deposits - Poolos/Stevens/Kar	64340	$654.90
Business Card	POOLOS 09-2025	001 006 518 80 49 01	IT-Staff Development	ACCIS Conf Registration - Kar	64340	$450.00
Business Card	POOLOS 09-2025	001 006 518 80 49 01	IT-Staff Development	ACCIS Conf Registration - Poolos	64340	$450.00
Business Card	POOLOS 09-2025	001 006 518 80 49 01	IT-Staff Development	ACCIS Conf Registration - Stevens	64340	$450.00
Business Card	POOLOS 09-2025	001 010 576 80 31 00	PK-Operating Supplies	Curved UltraWide QHD Monitor - New Parks Emp	64340	$368.34
Business Card	POOLOS 09-2025	001 007 558 50 42 00	PL-Communication	iPad 3 - Bldg Inspector	64340	$268.99
Business Card	POOLOS 09-2025	001 007 558 50 31 01	PL-Operating Supplies	MAN-iPad-N5PN	64340	$94.99
Business Card	POOLOS 09-2025	001 006 518 80 41 00	IT-Professional Services	MS-ISAC Memerbship 08/19/25 - 02/18/27	64340	$1,995.00
Business Card	STEVENS T 09-2025	001 008 521 50 48 00	LE-Facility Repair & Maint	Crown DCI 4300 Install Amplifier-Base 300WX	64340	$3,056.47
Business Card	STEVENS T 09-2025	410 016 531 10 41 10	SW - Prof Service - CCTV	Verbatim M Disc BD-R 100GB 6x 25pk Spindle	64340	$263.22
Business Card	UBERT 09-2025	001 008 521 20 41 01	LE-Professional Serv-Fixed	FuboTV Monthly Subscription	64340	$107.09
Business Card	UBERT 09-2025	001 008 521 20 31 00	LE-Office Supplies	Photo Finishing	64340	$0.43
Business Card	UBERT 09-2025	001 008 521 30 31 00	LE-Community Outreach Supplies	Police Officer Hot/Cold Packs	64340	$1,287.19
Business Card	UBERT 09-2025	001 008 521 40 49 01	LE- Staff Development	Police Records Mgmt Registration - Suarez	64340	$354.00
Business Card	WARRINGTON 09-2025	001 005 518 10 49 01	HR-Staff Development	APWA PWX Conf Hotel - Warrington	64340	$1,150.56
Business Card	WARRINGTON 09-2025	001 005 517 60 31 00	HR-Safety Program Supplies	Fire Plugs - Safe & Sound Raffle Prizes	64340	$34.10
Business Card	WARRINGTON 09-2025	001 005 517 60 31 00	HR-Safety Program Supplies	First Aid Kits - Safe & Sound Raffle Prizes	64340	$18.59
Business Card	WARRINGTON 09-2025	001 005 517 60 31 00	HR-Safety Program Supplies	Flashlight & Phone Charger - Safe & Sound Raffle Prizes	64340	$23.66
Business Card	WARRINGTON 09-2025	001 005 518 10 49 01	HR-Staff Development	NeoGov Ignite Conf Flight - Frederick	64340	$288.45
Business Card	WARRINGTON 09-2025	001 005 518 10 49 01	HR-Staff Development	NeoGov Ignite Conf Hotel Deposit - Frederick	64340	$180.27
Business Card	WARRINGTON 09-2025	001 005 518 10 49 01	HR-Staff Development	NeoGov Ignite Conf Registration - Frederick	64340	$1,300.00
Business Card	WARRINGTON 09-2025	001 005 517 60 31 00	HR-Safety Program Supplies	Replacement Misting Nozzles	64340	$75.47
Business Card	WARRINGTON 09-2025	001 005 518 10 49 01	HR-Staff Development	WCMA Conf Hotel - Warrington	64340	$761.68

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	WEAVER 09-2025	001 001 513 10 49 01	Executive - Prof. Development	AWC Emergency Mgmt Registration - Gailey	64340	$125.00
Business Card	WEAVER 09-2025	001 001 513 10 49 01	Executive - Prof. Development	AWC Mayors Exchange Registration - Gailey	64340	$150.00
Business Card	WEAVER 09-2025	001 013 518 20 31 00	GG-Operating Costs	Drip Coffee for Legislative Reception	64340	$87.71
Business Card	WEAVER 09-2025	001 003 514 20 49 02	CC-Staff Development	OPMA Essentials Registration - Weaver	64340	$45.00
Business Card	WEAVER 09-2025	001 013 518 20 31 00	GG-Operating Costs	Tablecloths for Legislative Reception	64340	$16.40
Business Card	WEAVER 09-2025	001 003 514 20 49 02	CC-Staff Development	WMCA Fall Education Days Registration	64340	$200.00
Business Card	WRIGHT 09-2025	001 007 558 50 49 01	PL-Staff Development	APA Conf Registration - A Brokenshire	64340	$450.00
Business Card	WRIGHT 09-2025	001 007 558 50 49 01	PL-Staff Development	APA Conf Registration - D Levitan	64340	$450.00
Business Card	WRIGHT 09-2025	001 007 558 50 49 01	PL-Staff Development	APA Conf Registration - N Faz	64340	$450.00
Business Card	WRIGHT 09-2025	001 007 558 50 49 01	PL-Staff Development	APA Professional Membership - A Brokenshire	64340	$418.58
Business Card	WRIGHT 09-2025	001 007 558 50 31 02	PL-Permit Related Op. Costs	Corex Boards	64340	$200.29
Business Card	WRIGHT 09-2025	306 000 594 75 60 00	Culture Facility Cap - Museum	Histroical Museum PUD Water Fees	64340	$25.00
Business Card	WRIGHT 09-2025	001 007 559 30 49 01	PB-Staff Development	ICC Certificate Renewal - A Barron	64340	$125.00
Business Card	WRIGHT 09-2025	306 000 594 75 60 00	Culture Facility Cap - Museum	Museum LSSD SAF RIF Fees/Utility Tax	64340	$159.28
Business Card	WRIGHT 09-2025	306 000 594 75 60 00	Culture Facility Cap - Museum	Museum Project SnoCo BLA Recording Fees	64340	$840.00
Business Card	WRIGHT 09-2025	001 007 559 30 49 01	PB-Staff Development	PermitTrax Users Conf Registration - C Manus	64340	$321.96
Business Card	WRIGHT 09-2025	001 007 559 30 49 01	PB-Staff Development	PermitTrax Users Conf Registration - G Huhta	64340	$321.96
Business Card	WRIGHT 09-2025	001 007 558 50 49 01	PL-Staff Development	Planning Directors Conf Hotel - C Schmidt	64340	$743.91
Business Card	WRIGHT 09-2025	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers LUA2024-0119 Pyper Coffee Stand	64340	$19.37
Business Card	WRIGHT 09-2025	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers LUA2024-0186 Gamble Rezone	64340	$11.39
Business Card	WRIGHT 09-2025	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers LUA2025-0069 Cavalero MHG Lighting	64340	$42.50
Business Card	WRIGHT 09-2025	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers LUA2025-0085 Ripperger Subdivision	64340	$125.66
Business Card	WRIGHT 09-2025	001 007 558 50 41 03	PL-Advertising	Postcard Mailers LUA2025-0121/0122/0123	64340	$9.86
Business Card	WRIGHT 09-2025	001 007 559 30 49 01	PB-Staff Development	WACE Conf Hotel - C Fauth	64340	$486.34
Business Card	WRIGHT 09-2025	001 007 559 30 49 01	PB-Staff Development	WACE Conf Registration - C Fauth	64340	$385.00
Business Card	YOUNG 09-2025	001 008 521 40 49 01	LE- Staff Development	IACP Impaired Driver Conf Uber Fees - Kolomyza	64340	$478.00
Business Card	YOUNG 09-2025	001 008 521 30 31 00	LE-Community Outreach Supplies	Police Car Flashing Pins	64340	$537.03
Business Card	YOUNG 09-2025	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Boots Refund	64340	($262.31)
					64340 Total	**$41,157.27**
Canon Financial Services Inc	41779728	001 007 591 58 70 01	PL -Lease Agreements	2YJ04075 Copier Lease CH	64341	$70.56
Canon Financial Services Inc	41779728	001 007 591 59 70 01	PB - Lease Agreements	2YJ04075 Copier Lease CH	64341	$70.56
Canon Financial Services Inc	41779728	001 013 591 18 70 01	Lease Agreements	2YJ04075 Copier Lease CH	64341	$70.56
Canon Financial Services Inc	41779728	001 007 558 50 48 00	PL-Repairs & Maint.	2YJ04075 Copier Lease CH Tax	64341	$6.56
Canon Financial Services Inc	41779728	001 007 559 30 48 00	PB-Repair & Maintenance	2YJ04075 Copier Lease CH Tax	64341	$6.56
Canon Financial Services Inc	41779728	001 013 518 20 48 00	GG-Repair & Maintenance	2YJ04075 Copier Lease CH Tax	64341	$6.57
Canon Financial Services Inc	41779729	001 008 591 21 70 01	Lease Agreements	2XW05905 Copier Lease PD	64341	$252.95
Canon Financial Services Inc	41779729	001 008 521 20 48 00	LE-Repair & Maintenance Equip	2XW05905 Copier Lease PD Tax	64341	$23.52
Canon Financial Services Inc	41790275	001 013 518 20 48 00	GG-Repair & Maintenance	XTZ01787 Copier Lease CH Admin Month to Month Le	64341	$286.05
					64341 Total	**$793.89**
Cardio Partners Inc	600000486	001 008 521 20 31 01	LE-Fixed Minor Equipment	PM-Battery OnSite/Home/FRx	64342	$1,315.51
					64342 Total	**$1,315.51**
Carstar Collision Specialties	2300	001 010 576 80 48 01	PK - R&M Vehicles	PW63 Vehicle Repair Services	64343	$3,569.76
					64343 Total	**$3,569.76**
Cascade Collision Center Inc	5394	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Vehicle Repair PT-23-00	64344	$3,304.17
					64344 Total	**$3,304.17**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
CDW Government Inc	AF4LP8Y	001 010 576 80 31 00	PK-Operating Supplies	Surface Thunderbolt 4 Dock	64345	$252.11
CDW Government Inc	AF5794M	001 006 518 80 31 00	IT- Operating Supplies	CISCO Direct Lic-Ent 1YR	64345	$390.27
CDW Government Inc	AF5N16X	510 006 594 18 64 00	Capital - Purch Computer Equip	Azure Overages 04-2025	64345	$246.45
CDW Government Inc	AF5NZ5Z	510 006 594 18 64 00	Capital - Purch Computer Equip	Azure Overages 06-2025	64345	$246.45
CDW Government Inc	AF5TW41	510 006 594 18 64 00	Capital - Purch Computer Equip	Azure Overages 05-2025	64345	$253.97
CDW Government Inc	AF67K7X	001 006 518 80 31 00	IT- Operating Supplies	Logitech MK370 Combo	64345	$121.29
CDW Government Inc	AF6HH9W	510 006 518 80 49 39	LR - Misc Renewals	Lucid Core Bundle Ent	64345	$5,389.80
CDW Government Inc	AF7E73B	510 006 594 18 64 00	Capital - Purch Computer Equip	Azure Overages 07-2025	64345	$253.98
					64345 Total	**$7,154.32**
City of Marysville	25-0005	001 008 523 60 41 00	LE-Jail	Housing Services 05-2025	64346	$18,838.90
City of Marysville	25-0005	001 008 523 60 41 00	LE-Jail	Medical Services 05-2025	64346	$2,050.00
City of Marysville	25-0005	001 008 523 60 41 00	LE-Jail	SCJ Video Court Services 05-2025	64346	$1,126.61
City of Marysville	25-0005	001 008 523 60 41 00	LE-Jail	Video Court Services 05-2025	64346	$1,566.00
City of Marysville	LKS25-8	001 013 512 52 40 00	GG-Municipal Court Fees	Marysville Court Citations 08-2025	64346	$13,036.63
					64346 Total	**$36,618.14**
ClearGov Inc	2025-16605	510 006 518 80 49 43	LR - ClearGov	ClearGov Digital Budget Book Renewal	64347	$5,732.88
					64347 Total	**$5,732.88**
Comcast	08-2025 COMCAST	001 010 576 80 42 00	PK-Communication	Comcast Internet/Telecom Services Davies	64348	$401.71
Comcast	08-2025 COMCAST	001 010 576 80 42 00	PK-Communication	Comcast Internet/Telecom Services Frontier Park	64348	$401.71
Comcast	08-2025 COMCAST	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	64348	$329.98
					64348 Total	**$1,133.40**
Compensation Connections LLC	3899	001 005 518 10 41 00	HR-Professional Services	FLSA Review/Market Study	64349	$3,840.00
					64349 Total	**$3,840.00**
Crafco Inc	9403527681	101 016 594 42 64 01	ST-Capital Equipment	4 Ton Trailer Mount Electric Brake Diesel Dump	64350	$59,071.19
					64350 Total	**$59,071.19**
Crystal Springs	5249844 090125	001 007 558 50 31 01	PL-Operating Supplies	Bottled Water Service for CH	64351	$68.41
Crystal Springs	5249844 090125	001 007 559 30 31 01	PB-Operating Supplies	Bottled Water Service for CH	64351	$68.41
Crystal Springs	5249844 090125	001 013 518 20 31 00	GG-Operating Costs	Bottled Water Service for CH	64351	$79.33
					64351 Total	**$216.15**
DataQuest LLC	25973	001 010 576 80 41 00	PK-Professional Services	Pre-Employment Background Checks	64352	$74.00
					64352 Total	**$74.00**
David Evans and Associates Inc	596821	410 016 531 10 41 01	SW - Professional Services	Catherine Creek Bridge Replacement	64353	$21,582.24
					64353 Total	**$21,582.24**
Dept of Labor and Industries	INV-416219	001 012 575 50 48 00	CS- The Mill - R & M	Annual Operating Certificate Renewal - The Mill	64354	$93.20
					64354 Total	**$93.20**
Dept of Licensing	090625 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 08/31/25 - 09/06/25	64355	$36.00
					64355 Total	**$36.00**
Dept of Retirement (Deferred Comp)	9102025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferred	EFT	$9,405.54
					EFT Total	**$9,405.54**
Dept of Retirement PERS LEOFF	9102025	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	EFT1	$74,794.81
					EFT1 Total	**$74,794.81**
Dept of Revenue EFT	08-2025 EXCISE	001 008 521 20 31 00	LE-Office Supplies	Apex Printer Ribbon Taxes	EFT	$26.26
Dept of Revenue EFT	08-2025 EXCISE	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes 08-2025	EFT	$1,884.19
Dept of Revenue EFT	08-2025 EXCISE	410 016 531 10 44 00	SW-Excise Taxes	Excise Taxes 08-2025	EFT	$6,159.58
Dept of Revenue EFT	08-2025 EXCISE	001 010 576 80 31 00	PK-Operating Supplies	Fertilizer Taxes	EFT	$21.76
Dept of Revenue EFT	08-2025 EXCISE	001 010 576 80 31 04	PK-Vandalism Supplies	Graffiti Wipes Taxes	EFT	$25.76
Dept of Revenue EFT	08-2025 EXCISE	633 000 589 30 00 11	DOR - Sales Tax Remittance	Lean Class Sales Tax 08-2025	EFT	$123.92
Dept of Revenue EFT	08-2025 EXCISE	001 008 521 20 31 05	LE-Equipment - New Officers	Taser 10/Glock 17 Generation 5 MOS Taxes	EFT	$12.83
					EFT Total	**$8,254.30**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Dicks Towing Inc	18313740	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2025-16089	64356	$197.16
Dicks Towing Inc	18314335	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2025-16748	64356	$197.16
Dicks Towing Inc	18314421	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2025-16877	64356	$197.16
Dicks Towing Inc	18314489	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2014 GMC Sierra K1500	64356	$180.02
					64356 Total	**$771.50**
Dittrick	091525 DITTRICK	101 016 542 30 49 01	ST-Staff Development	CDL Physical Reimbursement - Dittrick	64357	$185.00
					64357 Total	**$185.00**
Efaw	090825 EFAW	001 013 582 10 00 00	Refund of Deposit	Mill Deposit Refund	64358	$500.00
					64358 Total	**$500.00**
EFTPS	9102025	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	EFT	$168,636.80
					EFT Total	**$168,636.80**
Electronic Business Machines	AR314091	001 007 558 50 48 00	PL-Repairs & Maint.	Printer Copy Fees CH - 2YJ04075	64359	$370.83
Electronic Business Machines	AR314091	001 007 559 30 48 00	PB-Repair & Maintenance	Printer Copy Fees CH - 2YJ04075	64359	$370.83
Electronic Business Machines	AR314091	001 013 518 20 48 00	GG-Repair & Maintenance	Printer Copy Fees CH - 2YJ04075	64359	$370.83
Electronic Business Machines	AR314287	001 008 521 50 48 00	LE-Facility Repair & Maint	Printer Copy Fees PD - 2WU09725	64359	$58.15
Electronic Business Machines	AR314785	001 008 521 50 48 00	LE-Facility Repair & Maint	Printer Copy Fees PD - 2XW05905	64359	$61.89
					64359 Total	**$1,232.53**
Enterprise FM Trust	604558-090425	530 016 594 48 70 00	Capital Lease Holding Account	City Vehicle Lease/Mgmt/Tax Fees	64360	$17,879.32
Enterprise FM Trust	633992-090425	520 008 594 21 63 00	Vehicles - Capital Equip	PD Vehicle Lease Taxes/Fees 09-2025	64360	$12,565.57
Enterprise FM Trust	633992-090425	520 008 591 21 70 00	LE - Lease Agreements	PD Vehicle Leases 09-2025	64360	$10,129.21
Enterprise FM Trust	633992-090425	001 008 521 20 48 00	LE-Repair & Maintenance Equip	PD Vehicle Monthly Maint 09-2025	64360	$6,046.46
					64360 Total	**$46,620.56**
Erickson	082025 ERICKSON	101 016 542 30 49 01	ST-Staff Development	APWA PWX Conf Uber Fees - Erickson	64361	$56.92
Erickson	082025 ERICKSON	410 016 531 10 49 01	SW - Staff Development	APWA PWX Conf Uber Fees - Erickson	64361	$56.92
					64361 Total	**$113.84**
Fastenal Company	MN019969363	101 016 542 30 41 02	ST-Professional Service	FAST Program Fees 09-2025	64362	$5.46
Fastenal Company	MN019969363	410 016 531 10 41 01	SW - Professional Services	FAST Program Fees 09-2025	64362	$5.47
Fastenal Company	WAARN179786	101 016 544 90 31 02	ST-Operating Cost	Gloves/Utility Paper Maskin/Valve Part Resp	64362	$77.46
Fastenal Company	WAARN179786	410 016 531 10 31 02	SW - Operating Costs	Gloves/Utility Paper Maskin/Valve Part Resp	64362	$77.46
Fastenal Company	WAARN179871	101 016 544 90 31 02	ST-Operating Cost	Gloves/Glasses/Duct Tape/WypAll	64362	$135.67
Fastenal Company	WAARN179871	410 016 531 10 31 02	SW - Operating Costs	Gloves/Glasses/Duct Tape/WypAll	64362	$135.66
					64362 Total	**$437.18**
Feldman & Lee PS	08-2025 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 08-2025	64363	$15,000.00
Feldman & Lee PS	2025 LKS-SSP-08	633 000 589 30 00 12	OPD Grant Exp - Arlington	Arlington Social Services OPD Program 08-2025	64363	$900.00
Feldman & Lee PS	2025 LKS-SSP-08	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Service OPD Program 08-2025	64363	$600.00
Feldman & Lee PS	2025 LKS-SSP-08	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Service Program 08-2025	64363	$460.00
					64363 Total	**$16,960.00**
Gailey	090825 GAILEY	001 001 513 10 49 01	Executive - Prof. Development	Coursera Conf Flight - Gailey	64364	$236.59
Gailey	090825 GAILEY	001 001 513 10 49 01	Executive - Prof. Development	Coursera Conf Meal PerDiem - Gailey	64364	$102.00
					64364 Total	**$338.59**
Grainger	9625861928	001 010 576 80 31 00	PK-Operating Supplies	Quick Connect for Hoses in Parks	64365	$21.90
Grainger	9633483129	410 016 531 10 35 00	SW - Small Tools	Multi-Gas Detector	64365	$4,190.87
					64365 Total	**$4,212.77**
Granite Construction Supply	108234	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Signs	64366	$489.06
Granite Construction Supply	108251	101 016 544 90 31 02	ST-Operating Cost	Quick Release Large Post Strap	64366	$92.32
Granite Construction Supply	108298	101 016 544 90 31 02	ST-Operating Cost	Bolt Flared Leg/Drive Rivets	64366	$290.68
Granite Construction Supply	108298	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Signs/Post Straps	64366	$234.64
					64366 Total	**$1,106.70**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Griffen Law Office Inc	1064	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	64367	$450.00
					64367 Total	**$450.00**
Gunarama Wholesale Inc	1301650	520 008 594 21 63 03	Firearm - Capital Equip	Glock Gen-5 G47 MOS, 9mm with Fixed Polymer Sights	64368	$496.22
					64368 Total	**$496.22**
Halverson	070825 HALVERSON	101 016 542 30 49 01	ST-Staff Development	PMI Membership Certification Reimbursement - Halverson	64369	$99.62
Halverson	070825 HALVERSON	410 016 531 10 49 01	SW - Staff Development	PMI Membership Certification Reimbursement - Halverson	64369	$99.63
Halverson	072825 HALVERSON	101 016 542 30 49 01	ST-Staff Development	ICMA Conf Flight - Halverson	64369	$280.80
Halverson	072825 HALVERSON	410 016 531 10 49 01	SW - Staff Development	ICMA Conf Flight - Halverson	64369	$280.81
Halverson	081625 HALVERSON	101 016 542 30 49 01	ST-Staff Development	APWA Hotel - Halverson	64369	$575.28
Halverson	081625 HALVERSON	410 016 531 10 49 01	SW - Staff Development	APWA Hotel - Halverson	64369	$575.28
Halverson	102425 HALVERSON	101 016 542 30 49 01	ST-Staff Development	ICMA Conf Meal PerDiem - Halverson	64369	$176.50
Halverson	102425 HALVERSON	410 016 531 10 49 01	SW - Staff Development	ICMA Conf Meal PerDiem - Halverson	64369	$176.50
					64369 Total	**$2,264.42**
Hamburg	091525 HAMBURG	001 008 521 40 49 01	LE- Staff Development	LSPD AirBnB Portion for SWAT Training - M Walters	64370	$365.56
					64370 Total	**$365.56**
Hathaway	38639	001 008 521 20 31 00	LE-Office Supplies	Nameplates for Council Mtgs - D Thomas	64371	$40.61
					64371 Total	**$40.61**
Herrera Environmental Consultants Inc	60012	410 016 531 10 41 04	SW - Salmonoid Basin Comp Plan	Plan for Salmonid Basins	64372	$4,503.79
					64372 Total	**$4,503.79**
Hogan	092525 HOGAN	001 008 521 40 49 01	LE- Staff Development	ARIDE Meal PerDiem - Hogan	64373	$54.00
					64373 Total	**$54.00**
Home Depot	737522	001 010 576 80 31 03	PK- Equipment & Tools	Bit Sets/Reciprocating Saw/Battery	64374	$334.02
Home Depot	737522	001 010 576 80 31 00	PK-Operating Supplies	Buckets	64374	$26.10
Home Depot	851249	001 010 576 80 31 03	PK- Equipment & Tools	Cordless Brushless Hammer Dr	64374	$696.24
Home Depot	905123	001 010 576 80 31 03	PK- Equipment & Tools	20V Bare	64374	$142.08
Home Depot	6556330	001 010 576 80 31 03	PK- Equipment & Tools	Manure Fork	64374	$131.12
Home Depot	6902797	001 010 576 80 31 03	PK- Equipment & Tools	Husky 16-Tine Bow Rake	64374	$169.28
Home Depot	7011386	001 013 518 20 31 00	GG-Operating Costs	Tape/Drywall/MudPan/Toggle Switch - Gen Facilities	64374	$207.52
Home Depot	7011386	101 016 544 90 31 02	ST-Operating Cost	Tape/Drywall/MudPan/Toggle Switch - Gen Facilities	64374	$9.33
Home Depot	7011386	410 016 531 10 31 02	SW - Operating Costs	Tape/Drywall/MudPan/Toggle Switch - Gen Facilities	64374	$16.32
Home Depot	8143255	001 012 569 00 31 00	CS- Senior Services-Supplies	Portable Air Conditioners - Senior Center	64374	$872.21
Home Depot	8447494	001 010 576 80 31 00	PK-Operating Supplies	PikStik Pro Grabber	64374	$264.83
Home Depot	8621826	001 010 576 80 31 00	PK-Operating Supplies	Round Tree Stake Lodge-Poles	64374	$218.05
Home Depot	9013515	001 010 576 80 31 00	PK-Operating Supplies	Lumber/Galvanized Mtl Post	64374	$77.79
Home Depot	9014870	001 013 518 20 31 00	GG-Operating Costs	GDF/Stain Brush/Batteries/Stain - Gen Facilities	64374	$241.62
Home Depot	9014870	101 016 544 90 31 02	ST-Operating Cost	GDF/Stain Brush/Batteries/Stain - Gen Facilities	64374	$10.86
Home Depot	9014870	410 016 531 10 31 02	SW - Operating Costs	GDF/Stain Brush/Batteries/Stain - Gen Facilities	64374	$19.00
					64374 Total	**$3,436.37**
Honey Bucket	555078602	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	64375	$182.05
Honey Bucket	555084487	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Sunset Beach	64375	$290.95
Honey Bucket	555092340	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Heights	64375	$257.40
					64375 Total	**$730.40**
Houghtaling	090925 NATASHA	101 016 544 90 31 02	ST-Operating Cost	Coffee/Donuts for Fall Clean Up	64376	$66.98
Houghtaling	090925 NATASHA	410 016 531 10 31 02	SW - Operating Costs	Coffee/Donuts for Fall Clean Up	64376	$66.98
					64376 Total	**$133.96**
HRA VEBA Trust YA20192	9102025	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	64319	$3,818.48
					64319 Total	**$3,818.48**
HSA Bank	9102025	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	64320	$300.00
					64320 Total	**$300.00**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
ICONIX Waterworks US Inc	U2516037170	410 016 531 10 31 02	SW - Operating Costs	Super Premium DOS Seggie Blade	64377	$187.54
					64377 Total	**$187.54**
Industrial Bolt and Supply Inc	885677-1	101 016 544 90 31 02	ST-Operating Cost	Serrated Tek/Nylon Nuts/Brake & Parts Cleaner	64378	$104.85
Industrial Bolt and Supply Inc	885677-1	410 016 531 10 31 02	SW - Operating Costs	Serrated Tek/Nylon Nuts/Brake & Parts Cleaner	64378	$104.84
					64378 Total	**$209.69**
Jamie S Kim PS Inc	090325 DEFENSE	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 08-2025	64379	$450.00
					64379 Total	**$450.00**
Kimley Horn and Associates Inc	32748745	304 016 595 30 60 06	R2- 20th & Main (Rd Impvmnts)	Main Street RAB	64380	$45,411.00
					64380 Total	**$45,411.00**
Lake Industries LLC	308792	410 016 531 10 31 02	SW - Operating Costs	Crushed Rock	64381	$235.98
Lake Industries LLC	308805	410 016 531 10 41 03	SW - Disposal Fees	Dump Site Fill Material Clean - Hauled In	64381	$96.00
Lake Industries LLC	308832	410 016 531 10 41 03	SW - Disposal Fees	Dump Site Fill Material Clean - Hauled In	64381	$384.00
Lake Industries LLC	308841	410 016 531 10 31 02	SW - Operating Costs	Crushed Rock	64381	$233.69
Lake Industries LLC	308858	410 016 531 10 41 03	SW - Disposal Fees	Dump Site Fill Material Clean - Hauled In	64381	$576.00
Lake Industries LLC	308883	410 016 531 10 41 03	SW - Disposal Fees	Dump Site Fill Material Clean - Hauled In	64381	$576.00
					64381 Total	**$2,101.67**
Lake Stevens Police Guild	9102025	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	64321	$1,500.50
					64321 Total	**$1,500.50**
Lake Stevens Sewer District	1195 09-2025	001 010 576 80 47 00	PK-Utilities	Sewer - Cedarwood Park Acct 1195-01	64382	$102.06
Lake Stevens Sewer District	12326 09-2025	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	64382	$108.24
Lake Stevens Sewer District	13135 09-2025	101 016 543 50 47 00	ST-Utilities	Sewer - Decant Facility Acct 13135-01	64382	$608.91
Lake Stevens Sewer District	13135 09-2025	401 070 535 10 47 01	Sewer Dist Utilities	Sewer - Decant Facility Acct 13135-01	64382	$1,217.83
Lake Stevens Sewer District	13135 09-2025	410 016 531 10 47 00	SW - Utilities	Sewer - Decant Facility Acct 13135-01	64382	$608.91
Lake Stevens Sewer District	2538 09-2025	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park Acct 2538-02	64382	$6,130.40
Lake Stevens Sewer District	3628 09-2025	001 010 576 80 47 00	PK-Utilities	Sewer - Davies Beach Acct 3628-02	64382	$2,045.26
Lake Stevens Sewer District	5189 09-2025	005 000 518 20 40 01	Rental Property Utilities	Sewer - 10519 20th St SE 5189-04	64382	$618.48
Lake Stevens Sewer District	6294 09-2025	001 008 521 50 47 00	LE-Facility Utilities	Sewer - PD Evidence Bldg Acct 6294-04	64382	$102.06
Lake Stevens Sewer District	6296 09-2025	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 6296-03	64382	$102.06
Lake Stevens Sewer District	6390 09-2025	005 000 518 20 40 01	Rental Property Utilities	Sewer - 1819 S Lake Stevens Acct 6390-03	64382	$105.12
Lake Stevens Sewer District	6666 09-2025	001 012 575 30 47 00	CS- Museum - Utilities	Sewer - Museum Acct 6666-01	64382	$102.06
Lake Stevens Sewer District	6671 09-2025	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	64382	$102.06
Lake Stevens Sewer District	6810 09-2025	001 012 575 50 47 00	CS- The Mill- Utilities	Sewer - The Mill Acct 6810-01	64382	$204.12
Lake Stevens Sewer District	7002 09-2025	001 010 576 80 47 00	PK-Utilities	Sewer - North Cove Park Restroom 7002-01	64382	$102.06
Lake Stevens Sewer District	8710 09-2025	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Training Bldg Acct 8710-03	64382	$102.06
Lake Stevens Sewer District	9902 09-2025	001 012 572 20 47 00	CS- Library-Utilities	Sewer - Library Acct 9902-01	64382	$445.66
					64382 Total	**$12,807.35**
Leatham Family LLC	540164	001 008 521 20 31 06	LE - Uniform Clothing	Sergeant Badge	64383	$166.68
					64383 Total	**$166.68**
Lemay Mobile Shredding Inc	4900327S185	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	64384	$24.95
Lemay Mobile Shredding Inc	4901408S185	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	64384	$49.90
					64384 Total	**$74.85**
Les Schwab Group Holdings LLC	40200797395	410 016 531 10 41 01	SW - Professional Services	Wheel Switch PW65	64385	$22.94
					64385 Total	**$22.94**
McDaniels Do It Center	1690	101 016 544 90 31 02	ST-Operating Cost	Case 50:1 VP	64386	$218.51
McDaniels Do It Center	1961	410 016 531 10 31 02	SW - Operating Costs	Drive Shaft/Clamping Piece/Case 50:1 VP	64386	$366.05
					64386 Total	**$584.56**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
McLoughlin & Eardley Group Inc	285116	520 008 594 21 63 00	Vehicles - Capital Equip	PD Vehicle Equipment	64387	$7,920.39
McLoughlin & Eardley Group Inc	285148	520 008 594 21 63 00	Vehicles - Capital Equip	PD Vehicle Equipment	64387	$200.95
McLoughlin & Eardley Group Inc	285180	520 008 594 21 63 00	Vehicles - Capital Equip	PD Vehicle Equipment	64387	$602.85
McLoughlin & Eardley Group Inc	285205	520 008 594 21 63 00	Vehicles - Capital Equip	PD Vehicle Magnet Conversion Kit	64387	$392.99
McLoughlin & Eardley Group Inc	285232	520 008 594 21 63 00	Vehicles - Capital Equip	Ford Police Interceptor Lamps	64387	$1,465.85
McLoughlin & Eardley Group Inc	285232	520 008 594 21 63 00	Vehicles - Capital Equip	Ford Police Interceptor Rear Housing for Eight Lamp	64387	$1,237.58
McLoughlin & Eardley Group Inc	285302	520 008 594 21 63 00	Vehicles - Capital Equip	PD Vehicle Equipment	64387	$2,098.62
McLoughlin & Eardley Group Inc	285323	520 008 594 21 63 00	Vehicles - Capital Equip	Ford Police Interceptor Lamps	64387	$4,397.56
					64387 Total	**$18,316.79**
Millerstoultime	90225100476	101 016 544 90 31 02	ST-Operating Cost	5pc Door and Trim Panel Set	64388	$67.82
Millerstoultime	90225100476	410 016 531 10 31 02	SW - Operating Costs	5pc Door and Trim Panel Set	64388	$67.82
					64388 Total	**$135.64**
MissionSquare - 108991	6647353	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	64322	$519.26
					64322 Total	**$519.26**
MissionSquare - 307428	6157507	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	64323	$1,741.86
					64323 Total	**$1,741.86**
Nationwide Retirement Solution	9102025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	EFT	$7,659.38
					EFT Total	**$7,659.38**
New Horizons	682643	001 006 518 80 49 01	IT-Staff Development	Certified Kubernetes Administrator Training Course - Griffing	64389	$2,750.25
New Horizons	682643	001 006 518 80 49 01	IT-Staff Development	SC-200 Microsoft Security Operations Analyst - Kar	64389	$2,370.25
					64389 Total	**$5,120.50**
New Restoration and Recovery Services	PE2 CCTV	410 016 531 10 41 10	SW - Prof Service - CCTV	24007 CCTV Project Progress Pymt #2	64390	$102,659.12
New Restoration and Recovery Services	PE2 CCTV	410 000 382 20 00 00	SW-Retainage	24007 CCTV Project Progress Pymt #2 Retainage	64390	($5,132.96)
					64390 Total	**$97,526.16**
New York Life	Y6W_20250903	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	EFT1	$147.00
					EFT1 Total	**$147.00**
New York Life EFT	Aug-25	001 001 513 10 20 00	Executive - Benefits	Life/Disability Insurance Premiums	EFT	$81.61
New York Life EFT	Aug-25	001 002 513 11 20 00	AD-Benefits	Life/Disability Insurance Premiums	EFT	$86.36
New York Life EFT	Aug-25	001 003 514 20 20 00	CC-Benefits	Life/Disability Insurance Premiums	EFT	$198.32
New York Life EFT	Aug-25	001 004 514 23 20 00	FI-Benefits	Life/Disability Insurance Premiums	EFT	$271.39
New York Life EFT	Aug-25	001 005 518 10 20 00	HR-Benefits	Life/Disability Insurance Premiums	EFT	$262.83
New York Life EFT	Aug-25	001 006 518 80 20 00	IT-Benefits	Life/Disability Insurance Premiums	EFT	$313.29
New York Life EFT	Aug-25	001 007 558 50 20 00	PL-Benefits	Life/Disability Insurance Premiums	EFT	$712.72
New York Life EFT	Aug-25	001 007 559 30 20 00	PB-Benefits	Life/Disability Insurance Premiums	EFT	$389.79
New York Life EFT	Aug-25	001 008 521 20 20 00	LE-Benefits	Life/Disability Insurance Premiums	EFT	$2,284.51
New York Life EFT	Aug-25	001 010 576 80 20 00	PK-Benefits	Life/Disability Insurance Premiums	EFT	$866.26
New York Life EFT	Aug-25	001 013 518 30 20 00	GG-Benefits	Life/Disability Insurance Premiums	EFT	$314.96
New York Life EFT	Aug-25	005 013 518 20 20 00	RP-Benefits	Life/Disability Insurance Premiums	EFT	$85.41
New York Life EFT	Aug-25	101 016 542 30 20 00	ST-Benefits	Life/Disability Insurance Premiums	EFT	$898.19
New York Life EFT	Aug-25	410 016 531 10 20 00	SW-Benefits	Life/Disability Insurance Premiums	EFT	$1,206.15
					EFT Total	**$7,971.79**
O Reilly Auto Parts	2960-160049	101 016 544 90 31 02	ST-Operating Cost	V-Belt	64391	$4.63
O Reilly Auto Parts	2960-160049	410 016 531 10 31 02	SW - Operating Costs	V-Belt	64391	$4.62
O Reilly Auto Parts	2960-160162	001 013 518 20 31 00	GG-Operating Costs	Fuel/Water Sep PW98	64391	$24.54
O Reilly Auto Parts	2960-160162	001 013 518 20 31 00	GG-Operating Costs	Oil Filter PW98	64391	$11.55
O Reilly Auto Parts	2960-162333	101 016 544 90 31 02	ST-Operating Cost	Oil Filters/Motor Oil	64391	$90.91
O Reilly Auto Parts	2960-162333	410 016 531 10 31 02	SW - Operating Costs	Oil Filters/Motor Oil	64391	$90.90
O Reilly Auto Parts	2960-162770	001 013 518 20 31 00	GG-Operating Costs	Motor Oil	64391	$269.83

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
O Reilly Auto Parts	2960-163053	101 016 544 90 31 02	ST-Operating Cost	Fuel/Water Sep/Oil Filter PW50	64391	$26.14
O Reilly Auto Parts	2960-163053	410 016 531 10 31 02	SW - Operating Costs	Fuel/Water Sep/Oil Filter PW50	64391	$26.13
O Reilly Auto Parts	2960-163055	101 016 544 90 31 02	ST-Operating Cost	Fuel Filter PW50	64391	$13.78
O Reilly Auto Parts	2960-163055	410 016 531 10 31 02	SW - Operating Costs	Fuel Filter PW50	64391	$13.77
O Reilly Auto Parts	2960-164292	101 016 544 90 31 02	ST-Operating Cost	Fuel/Air/Oil Filters/TurboDSL PW50	64391	$143.17
O Reilly Auto Parts	2960-164292	410 016 531 10 31 02	SW - Operating Costs	Fuel/Air/Oil Filters/TurboDSL PW50	64391	$143.17
					64391 Total	**$863.14**
Office of the State Treasurer	08-2025 STATE	633 000 589 30 00 03	State Building Permit Remit	Bulding Code Remittance 08-2025	64392	$326.50
Office of the State Treasurer	08-2025 STATE	633 000 586 00 00 01	State Court Remit	State Court Remittance 08-2025	64392	$15,643.76
					64392 Total	**$15,970.26**
Otak Inc	82500157	302 010 594 76 61 09	PM - Davis Beach	Davies Beach Pier Structural Assessment	64393	$866.25
					64393 Total	**$866.25**
Pacific Northwest Scale Co Inc	25-08284	001 008 521 20 31 01	LE-Fixed Minor Equipment	Scale Calibration & Certification	64394	$541.04
					64394 Total	**$541.04**
Petrocard Inc	0566076-IN	001 001 513 10 31 00	Executive - Supplies	Fuel	64395	$43.24
Petrocard Inc	0566076-IN	001 006 518 80 32 00	IT-Fuel	Fuel	64395	$11.81
Petrocard Inc	0566076-IN	001 007 559 30 32 00	PB-Fuel	Fuel	64395	$144.41
Petrocard Inc	0566076-IN	001 008 521 20 32 00	LE-Fuel	Fuel	64395	$150.31
Petrocard Inc	0566076-IN	001 010 576 80 32 00	PK-Fuel Costs	Fuel	64395	$1,352.03
Petrocard Inc	0566076-IN	101 016 542 30 32 00	ST-Fuel	Fuel	64395	$1,192.48
Petrocard Inc	0566076-IN	410 016 531 10 32 00	SW - Fuel	Fuel	64395	$3,211.17
					64395 Total	**$6,105.45**
Pitney Bowes Global Financial Services	3321256425	001 013 518 20 45 00	GG-Rental & Services	Postage Machine Rental 07/23/25 - 10/22/25	64396	$13.25
Pitney Bowes Global Financial Services	3321256425	001 013 591 18 70 01	Lease Agreements	Postage Machine Rental 07/23/25 - 10/22/25	64396	$202.74
					64396 Total	**$215.99**
PODS Enterprises LLC	PODS010240854	001 013 518 20 41 00	GG-Professional Service	POD Rental for Museum Storage	64397	$179.25
PODS Enterprises LLC	PODS010248348	001 013 518 20 41 00	GG-Professional Service	POD Rental for Museum Storage	64397	$179.25
					64397 Total	**$358.50**
ProCom LLC	142896	410 016 531 10 41 01	SW - Professional Services	Onsite Testing	64398	$344.90
					64398 Total	**$344.90**
Proforce Marketing Inc	582943	520 008 594 21 63 03	Firearm - Capital Equip	Firearms & Supplies PO #1989	64399	$2,690.23
					64399 Total	**$2,690.23**
Puget Sound Energy	200003723810 09-2025	001 012 575 30 47 00	CS- Museum - Utilities	Natural Gas - Museum	64400	$61.08
Puget Sound Energy	200024316495 09-2025	001 010 576 80 47 00	PK-Utilities	Natural Gas - PW Shop	64400	$17.87
Puget Sound Energy	200024316495 09-2025	101 016 543 50 47 00	ST-Utilities	Natural Gas - PW Shop	64400	$17.87
Puget Sound Energy	200024316495 09-2025	410 016 531 10 47 00	SW - Utilities	Natural Gas - PW Shop	64400	$17.87
Puget Sound Energy	220022339471 09-2025	001 012 575 50 47 00	CS- The Mill- Utilities	Natural Gas - The Mill	64400	$78.99
Puget Sound Energy	220028663866 09-2025	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept	64400	$134.26
Puget Sound Energy	220028663874 09-2025	005 000 518 20 40 01	Rental Property Utilities	Natural Gas - 1819 S Lake Stevens Rd	64400	$59.58
Puget Sound Energy	220037870619 09-2025	005 000 518 20 40 01	Rental Property Utilities	Natural Gas - 10519 20th St SE #106	64400	$53.61
					64400 Total	**$441.13**
Rexel USA Inc	6O47260	001 013 518 20 31 00	GG-Operating Costs	Emergency Lights CH	64401	$144.06
					64401 Total	**$144.06**
RWC International	XA115009938:01	001 008 521 50 48 00	LE-Facility Repair & Maint	Fuel Filter/CHV Del	64402	$117.47
RWC International	XA115009938:02	001 008 521 50 48 00	LE-Facility Repair & Maint	Fuel Filter	64402	$76.46
					64402 Total	**$193.93**
Savchuk	092525 SAVCHUCK	001 008 521 40 49 01	LE- Staff Development	ARIDE Meal PerDiem - Savchuck	64403	$54.00
					64403 Total	**$54.00**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
SCCFOA	091825 SCCFOA	001 004 514 23 49 01	FI-Staff Development	SCCFOA Monthly Meeting - Heist	64404	$20.00
					64404 Total	**$20.00**
SCI Infrastructure LLC	PE #6 MAIN	304 016 595 30 60 05	R2 - Main Street	18013 Main Street Improvements PE#6	64405	$529,301.49
					64405 Total	**$529,301.49**
Secretary of State	091125 SOS	001 013 518 20 41 00	GG-Professional Service	Filing Fee for Trademark Registration for LS Farmers Market	64406	$55.00
					64406 Total	**$55.00**
Septic Solutions LLC	12585	101 016 542 30 41 02	ST-Professional Service	Septic Tank Pumping	64407	$623.01
Septic Solutions LLC	12844	001 012 569 00 48 00	CS- Senior Services R&M	Septic Tank Pumping - Senior Center	64407	$1,803.45
Septic Solutions LLC	13948	001 010 576 80 41 00	PK-Professional Services	Septic Tank Pumping	64407	$251.39
Septic Solutions LLC	13948	101 016 542 30 41 02	ST-Professional Service	Septic Tank Pumping	64407	$251.39
Septic Solutions LLC	13948	410 016 531 10 41 01	SW - Professional Services	Septic Tank Pumping	64407	$251.39
					64407 Total	**$3,180.63**
Sherwin-Williams Co	9923-5	001 008 521 50 30 00	LE-Facilities Supplies	Paint PD	64408	$34.87
Sherwin-Williams Co	9993-8	001 013 518 20 31 00	GG-Operating Costs	Paint - 1819/PD/South Campus	64408	$67.95
Sherwin-Williams Co	9993-8	005 000 518 20 30 00	RP - Operating Supplies	Paint - 1819/PD/South Campus	64408	$67.96
					64408 Total	**$170.78**
SHI International Corp	B20178150	510 006 518 80 49 44	LR - Bitwarden Password Keeper	2020 Enterprise Organization Annual	64409	$7,339.44
					64409 Total	**$7,339.44**
Smarsh Inc	INV-294712	510 006 518 80 49 05	LR - Smarsh	SMS Text Archiving	64410	$1,236.45
					64410 Total	**$1,236.45**
Snohomish Conservation District	8907 REISSUE	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Reissue CK #63376 - Grant Reimbursement Q1 2025	64411	$8,800.07
					64411 Total	**$8,800.07**
Snohomish County PUD	100856305	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	64412	$145.09
Snohomish County PUD	100856305	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	64412	$1,970.33
Snohomish County PUD	100856305	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	64412	$58.27
Snohomish County PUD	100856305	001 012 557 30 40 01	CS- VIC Utilities	203582010 Visitor Information Center Electric	64412	$61.44
Snohomish County PUD	100857206	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	64412	$15,834.10
Snohomish County PUD	106488113	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	64412	$139.82
Snohomish County PUD	106488113	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	64412	$101.60
Snohomish County PUD	106492693	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	64412	$156.96
Snohomish County PUD	106493219	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	64412	$97.93
Snohomish County PUD	113070412	001 012 575 30 47 00	CS- Museum - Utilities	200558690 Museum Electric/Water	64412	$137.25
Snohomish County PUD	116371981	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	64412	$244.33
Snohomish County PUD	116371982	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	64412	$35.11
Snohomish County PUD	122969380	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	64412	$1,886.76
Snohomish County PUD	122969381	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	64412	$1,554.01
Snohomish County PUD	129566709	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	64412	$125.04
Snohomish County PUD	132865207	001 010 576 80 47 00	PK-Utilities	202340527 Old Decant 12701 36th St NE	64412	$14.20
Snohomish County PUD	132865207	101 016 543 50 47 00	ST-Utilities	202340527 Old Decant 12701 36th St NE	64412	$14.20
Snohomish County PUD	132865207	410 016 531 10 47 00	SW - Utilities	202340527 Old Decant 12701 36th St NE	64412	$14.20
Snohomish County PUD	139388622	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	64412	$157.98
Snohomish County PUD	139392017	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Mobile Water/Electric	64412	$144.70
Snohomish County PUD	139392018	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	64412	$205.61
					64412 Total	**$23,098.93**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	142734535	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	64413	$95.70
Snohomish County PUD	142743147	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	64413	$82.33
Snohomish County PUD	149399362	001 013 518 20 47 00	GG-Utilities	222931883 Row Club Wtr/Electric 12308 17th Pl NE	64413	$117.96
Snohomish County PUD	149401815	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Area Lighting	64413	$11.17
Snohomish County PUD	149401815	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Electric	64413	$1,404.29
Snohomish County PUD	149401815	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Water	64413	$237.17
Snohomish County PUD	152724399	001 010 576 80 47 00	PK-Utilities	222625881 Frontier Circle Water	64413	$68.23
Snohomish County PUD	152727144	005 000 518 20 40 01	Rental Property Utilities	224442301 - 10519 20th St SE Ste 5	64413	$58.66
Snohomish County PUD	152727144	005 000 518 20 40 01	Rental Property Utilities	224442301 - 10519 20th St SE Ste 6	64413	$58.76
Snohomish County PUD	155997184	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Park Electric	64413	$64.51
Snohomish County PUD	155998638	005 000 518 20 40 01	Rental Property Utilities	224209403 - 10519 20th St SE Ste 3A & 3B	64413	$67.21
Snohomish County PUD	155999329	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	64413	$80.44
Snohomish County PUD	155999973	005 000 518 20 40 01	Rental Property Utilities	224091256 - 10515 20th St SE	64413	$292.25
Snohomish County PUD	155999973	005 000 518 20 40 01	Rental Property Utilities	224091256 - 10519 20th St SE	64413	$256.89
Snohomish County PUD	159190526	101 016 542 63 47 00	ST-Lighting - Utilities	223611120 Traffic Light	64413	$94.87
Snohomish County PUD	159190527	101 016 542 63 47 00	ST-Lighting - Utilities	223687294 Street Lights	64413	$73.25
Snohomish County PUD	162339243	001 012 575 51 47 00	CS- Grimm House Utilities	223357641 Grimm House Electric/Water	64413	$107.40
Snohomish County PUD	165526006	001 010 576 80 47 00	PK-Utilities	222947715 Decant Electric/Water 12703 31st PL NE	64413	$136.88
Snohomish County PUD	165526006	101 016 543 50 47 00	ST-Utilities	222947715 Decant Electric/Water 12703 31st PL NE	64413	$136.88
Snohomish County PUD	165526006	401 070 535 10 47 01	Sewer Dist Utilities	222947715 Decant Electric/Water 12703 31st PL NE	64413	$410.63
Snohomish County PUD	165526006	410 016 531 10 47 00	SW - Utilities	222947715 Decant Electric/Water 12703 31st PL NE	64413	$136.87
Snohomish County PUD	165534511	001 010 576 80 47 00	PK-Utilities	223477167 Mill Spur Electric	64413	$127.87
					64413 Total	**$4,120.22**
Snohomish County Treasurer	08-2025 TREASURER	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 08-2025	64414	$216.48
					64414 Total	**$216.48**
Snohomish Tree Company LLC	3578	101 016 542 30 41 04	ST - Prof Service - Trees	Tree Cutting Service 99th Ave SE	64415	$5,956.85
					64415 Total	**$5,956.85**
Sound Publishing Inc	EDH1018881	001 007 558 50 41 03	PL-Advertising	LUA2025-0121/0122/0123 NC Museum	64416	$110.20
Sound Publishing Inc	EDH1018918	001 013 518 20 41 00	GG-Professional Service	Ordinance 1201	64416	$46.56
					64416 Total	**$156.76**
Sound Safety Products Co Inc	697207/1	410 016 531 10 31 00	SW - Clothing	Utility Jeans - D Mathis	64417	$131.86
					64417 Total	**$131.86**
Sprague Pest Solutions	5907422	001 013 518 20 41 00	GG-Professional Service	Pest Control - CH	64418	$152.09
Sprague Pest Solutions	5942176	001 012 575 51 40 00	CS-Grimm House - Services	Pest Control - Grimm House	64418	$115.73
Sprague Pest Solutions	5942177	001 010 576 80 41 00	PK-Professional Services	Pest Control - PW Shop	64418	$68.33
Sprague Pest Solutions	5942177	101 016 542 30 41 02	ST-Professional Service	Pest Control - PW Shop	64418	$68.33
Sprague Pest Solutions	5942177	410 016 531 10 41 01	SW - Professional Services	Pest Control - PW Shop	64418	$68.33
Sprague Pest Solutions	5942218	001 013 518 20 41 00	GG-Professional Service	Pest Control - VIC	64418	$105.20
					64418 Total	**$578.01**
Stericycle Inc	8011985201	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Waste Disposal PD	64419	$10.36
					64419 Total	**$10.36**
Summit Law Group PLLC	162444.1	001 011 515 41 41 03	Ext Consult - Labor Relations	Arbitration Prep/Hearing Prep	64420	$6,591.50
Summit Law Group PLLC	163161.1	001 011 515 41 41 03	Ext Consult - Labor Relations	Arbitration Prep/Hearing Prep/General Labor	64420	$6,993.75
Summit Law Group PLLC	164688	001 011 515 41 41 03	Ext Consult - Labor Relations	Teamsters Bargaining	64420	$3,983.00
Summit Law Group PLLC	165386	001 011 515 41 41 03	Ext Consult - Labor Relations	Teamsters Bargaining	64420	$680.00
					64420 Total	**$18,248.25**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Sunnyside Nursery Inc	H-102029	302 010 576 90 31 00	Tree Replacement Expenditures	Acer Rub Armstrong Gold - Oak & Lundeen	64421	$175.02
Sunnyside Nursery Inc	H-102029	302 010 576 90 31 00	Tree Replacement Expenditures	Acer rubrum Redpointe - Oak & Lundeen	64421	$87.51
Sunnyside Nursery Inc	H-102029	302 010 576 90 31 00	Tree Replacement Expenditures	Cham Noot Glauca Pendula - Oak & Lundeen	64421	$612.58
					64421 Total	**$875.11**
Tageant	111524 TAGEANT	001 001 511 60 49 01	Legislative - Prof. Developmen	NLC Conf AirBnB Housing - Tageant	64422	$1,110.27
Tageant	111524 TAGEANT	001 001 511 60 49 01	Legislative - Prof. Developmen	NLC Conf Flight - Tageant	64422	$530.20
Tageant	111524 TAGEANT	001 001 511 60 49 01	Legislative - Prof. Developmen	NLC Conf Meal PerDiem - Tageant	64422	$171.00
Tageant	111524 TAGEANT	001 001 511 60 49 01	Legislative - Prof. Developmen	NLC Conf Parking Fees - Tageant	64422	$53.76
Tageant	111524 TAGEANT	001 001 511 60 49 01	Legislative - Prof. Developmen	NLC Conf Registration - Tageant	64422	$920.00
Tageant	111524 TAGEANT	001 001 511 60 49 01	Legislative - Prof. Developmen	NLC Conf Rental Car - Tageant	64422	$312.23
					64422 Total	**$3,097.46**
Teamsters Local No 763	Aug-25	001 000 284 00 00 00	Payroll Liability Other	Union Dues	64324	$2,342.00
					64324 Total	**$2,342.00**
Teamsters Welfare Trust Dental EFT	Sep-25	001 000 283 00 00 00	Payroll Liability Medical	Teamsters Dental Premium	EFT	$3,577.60
Teamsters Welfare Trust Dental EFT	Sep-25	001 013 518 30 20 00	GG-Benefits	Teamsters Dental Premium - Button	EFT	$96.32
Teamsters Welfare Trust Dental EFT	Sep-25	101 016 542 30 20 00	ST-Benefits	Teamsters Dental Premium - Button	EFT	$13.76
Teamsters Welfare Trust Dental EFT	Sep-25	410 016 531 10 20 00	SW-Benefits	Teamsters Dental Premium - Button	EFT	$27.52
					EFT Total	**$3,715.20**
Technological Services Inc	4003	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Battery Replacement I-15-69	64423	$194.03
					64423 Total	**$194.03**
The Wide Format Co	150810	001 010 576 80 48 00	PK-Repair & Maintenance	Plotter Repair	64424	$176.16
The Wide Format Co	150810	101 016 542 30 48 00	ST-Repair & Maintenance	Plotter Repair	64424	$176.15
The Wide Format Co	150810	410 016 531 10 48 00	SW - Repairs & Maintenance	Plotter Repair	64424	$176.16
					64424 Total	**$528.47**
Thomas	091225 THOMAS	001 008 521 40 49 01	LE- Staff Development	IACP Flight Seat Upgrade Refund - Cancelled Registration	64425	$54.98
					64425 Total	**$54.98**
TransUnion Risk and Alternative Data Solutions Inc	4016011-202508-1	001 008 521 20 41 01	LE-Professional Serv-Fixed	TILO - Information Gathering Services	64426	$81.98
					64426 Total	**$81.98**
TruckVault Inc	291918	520 008 594 21 63 00	Vehicles - Capital Equip	PD Vehicle Equipment K9-25-11	64427	$3,396.25
					64427 Total	**$3,396.25**
Ubert	092325 UBERT	001 008 521 40 49 01	LE- Staff Development	LEIRA Conf Meal PerDiem - Ubert	64428	$184.00
					64428 Total	**$184.00**
ULINE	196551246	001 010 576 80 31 00	PK-Operating Supplies	Paper Towels/Swiffers/Gloves/Wiper Dispenser/Toilet Paper	64429	$172.59
ULINE	196551246	101 016 544 90 31 02	ST-Operating Cost	Paper Towels/Swiffers/Gloves/Wiper Dispenser/Toilet Paper	64429	$172.59
ULINE	196551246	410 016 531 10 31 02	SW - Operating Costs	Paper Towels/Swiffers/Gloves/Wiper Dispenser/Toilet Paper	64429	$172.59
ULINE	197258544	101 016 544 90 31 02	ST-Operating Cost	Ear Plugs/Trash Bags/Trash Picker	64429	$411.70
					64429 Total	**$929.47**
UPS	0000074Y42365	001 008 521 20 42 00	LE-Communication	Evidence Shipping	64430	$27.42
UPS	0000074Y42375	001 008 521 20 42 00	LE-Communication	Evidence Shipping	64430	$31.28
					64430 Total	**$58.70**
Warrington	040625 ANYA	001 013 518 10 40 00	LEAN Training - Prof Dev	TLG Conf Flight - Warrington	64431	$476.20
Warrington	062525 ANYA	001 005 518 10 49 01	HR-Staff Development	AWC Conf Hotel - Warrington	64431	$333.10
Warrington	062525 ANYA	001 005 518 10 49 01	HR-Staff Development	AWC Conf Meal PerDiem - Warrington	64431	$111.00
Warrington	081025 ANYA	001 005 518 10 49 01	HR-Staff Development	WMCA Conf Meal PerDiem - Warrington	64431	$201.00
Warrington	081625 ANYA	001 013 518 10 40 00	LEAN Training - Prof Dev	APWA PWX Conf Flight - Warrington	64431	$526.61
Warrington	102425 ANYA	001 005 518 10 49 01	HR-Staff Development	ICMA Conf Flight - Warrington	64431	$376.60
					64431 Total	**$2,024.51**

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Washington Alarm Inc	663036	001 012 572 20 48 00	CS- Library-Repair & Maint	Document Box/Circuit Lock Out Kit - Library Fire System	64432	$193.11
Washington Alarm Inc	663143	001 012 572 20 48 00	CS- Library-Repair & Maint	Inspection - Library Fire System	64432	$565.90
					64432 Total	**$759.01**
Washington Assoc of Sheriffs and Police Chiefs	DUES 2025-00714	001 008 521 20 49 00	LE-Dues & Memberships	WASPC Affiliate Dues - Fox	64433	$75.00
Washington Assoc of Sheriffs and Police Chiefs	DUES 2025-00714	001 008 521 20 49 00	LE-Dues & Memberships	WASPC Associate Dues - Thomas	64433	$75.00
					64433 Total	**$150.00**
Washington State Dept of Enterprise Svcs	731146771	001 008 521 20 31 00	LE-Office Supplies	Business Cards - M Vick	64434	$49.13
					64434 Total	**$49.13**
Washington State Patrol	I2600862	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	64435	$156.00
					64435 Total	**$156.00**
Washington State Support Registry	9102025	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	EFT	$1,054.46
					EFT Total	**$1,054.46**
Wave	103946401-0011722	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	64436	$1,268.82
Wave	103946401-0011722	001 002 513 11 42 00	AD-Communications	Wave Internet/Telecom Services	64436	$55.50
Wave	103946401-0011722	001 003 514 20 42 00	CC-Communications	Wave Internet/Telecom Services	64436	$110.99
Wave	103946401-0011722	001 004 514 23 42 00	FI-Communications	Wave Internet/Telecom Services	64436	$110.99
Wave	103946401-0011722	001 005 518 10 42 00	HR-Communications	Wave Internet/Telecom Services	64436	$55.49
Wave	103946401-0011722	001 006 518 80 42 00	IT-Communications	Wave Internet/Telecom Services	64436	$166.48
Wave	103946401-0011722	001 007 558 50 42 00	PL-Communication	Wave Internet/Telecom Services	64436	$360.90
Wave	103946401-0011722	001 007 559 30 42 00	PB-Communication	Wave Internet/Telecom Services	64436	$55.50
Wave	103946401-0011722	001 008 521 20 42 00	LE-Communication	Wave Internet/Telecom Services	64436	$1,887.54
Wave	103946401-0011722	001 012 575 30 42 00	CS- Museum - Communications	Wave Internet/Telecom Services	64436	$55.50
Wave	103946401-0011722	001 012 575 50 42 00	CS- The Mill- Communication	Wave Internet/Telecom Services	64436	$55.49
Wave	103946401-0011722	001 013 518 20 42 00	GG-Communication	Wave Internet/Telecom Services	64436	$221.97
Wave	103946401-0011722	101 016 543 30 42 00	ST-Communications	Wave Internet/Telecom Services	64436	$319.37
Wave	103946401-0011722	410 016 531 10 42 00	SW - Communications	Wave Internet/Telecom Services	64436	$319.37
					64436 Total	**$5,043.91**
WBP Logistics Inc	417	101 016 544 90 31 02	ST-Operating Cost	Torch for Weed Burning	64437	$3,704.50
					64437 Total	**$3,704.50**
West Coast Code Consultants Inc	2025-613-AUG	001 007 558 50 41 04	Permit Related Professional Sr	Building Inspection Services 08-2025	64438	$3,515.10
					64438 Total	**$3,515.10**
Western Conference of Teamsters Pension Trust	9102025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contribution-Teamster Pension	64325	$4,509.00
Western Conference of Teamsters Pension Trust	9102025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contribution-Teamster Pension Probation	64325	$52.72
					64325 Total	**$4,561.72**
Wick	082925 DWC	001 008 521 20 41 02	LE-Prof Srv - Wellness Grant	MHP Consultant Services 08-2025	64439	$2,409.00
					64439 Total	**$2,409.00**
Willards Pest Control Co	443963	001 008 521 50 48 00	LE-Facility Repair & Maint	Monthly Rodent Service - PD	64440	$85.69
Willards Pest Control Co	444711	001 008 521 50 48 00	LE-Facility Repair & Maint	All Nuisance Ants - PD	64440	$160.68
					64440 Total	**$246.37**
WR Lake Stevens LLC	08-2025 PD	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Car Washes for PD Vehicles	64441	$640.00
					64441 Total	**$640.00**
Zoom Communications Inc	INV320131486	001 006 518 80 31 00	IT- Operating Supplies	Zoom Cloud Recording 30 GB - Overage Fee	64442	$1.50
					64442 Total	**$1.50**

CITY OF LAKE STEVENS
CITY COUNCIL WORKSHOP MEETING MINUTES
Tuesday, September 2, 2025, at 6:00 p.m.
By Remote Participation via Zoom and In Person at The Mill, 1808 Main Street, Lake Stevens.

CALL TO ORDER:	6:00 p.m. by Council President Donoghue
ELECTED OFFICIALS PRESENT:	Councilmembers Kim Daughtry, Gary Petershagen, Steve Ewing, Kymm Shipman, Anji Jorstad and Ryan Donoghue
ELECTED OFFICIALS ABSENT:	Councilmember Kurt Hilt

Call to Order

Guest Business
Introduction of City Interns

Department Report
Joint Legislative Audit and Review Committee (JLARC) Report Overview-Reporting Year 2024

Discussion Items
Police Department Summer Activity Update

Parks Revenue and Funding

Adjournment
The meeting adjourned at 6:49 p.m.

_____	_____
Brett Gailey, Mayor	Kelly M. Chelin, City Clerk

CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES
September 9, 2025, at 6:00 p.m.
Hybrid Meeting - By Remote Participation via Zoom & in Person at The Mill Building

CALL ORDER:	6:00 p.m. Mayor Brett Gailey
ELECTED OFFICIALS PRESENT:	Council President Ryan Donoghue, Gary Petershagen, Kim Daughtry, Steve Ewing and Anji Jorstad.
ELECTED OFFICIALS ABSENT:	Kymm Shipman and Kurt Hilt

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

Pledge of Allegiance
Mayor Gailey led the Pledge of Allegiance.

Roll Call
All Councilmembers were present except Councilmember Shipman and Councilmember Hilt.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Jorstad, to excuse Councilmember Shipman and Hilt. The motion passed 5-0-0-2.

Approval of Agenda
Councilmember Petershagen asked that Item D on the Consent Agenda (Frontier Heights Park - Phase II Construction Contract) be moved to Action.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Jorstad, to approve the agenda as amended. The motion passed 5-0-0-2.

Guest Business
New Parks Maintenance Employees: Daniel Suver and Isaiah Green

Citizen Comments
There were no citizen comments.

Council Business
Mayor's Business

Consent Agenda
MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Daughtry, to approve the consent agenda. The motion passed 5-0-0-2.

The consent agenda items were as follows:
.

- 2025 Vouchers
- August 26, 2025 CC Regular Meeting Minutes
- Region 1 SWAT Addendum to Add an Additional Party - Marysville PD

Action Items

City Acceptance of Donation of Property Resolution 2025-05

Planning Manager Schmidt explained that the donor, Natural 9 Holdings, has offered to donate real property to the City for mutual benefits and public uses and improvements to the public. Chapter 3.60 of the Lake Stevens Municipal Code allows for donations of real property valued over $5,000 to be accepted by resolution of the City Council. Future use of the property will be determined by City Council. There is no cost to the city for the purchase. The property consists of 9.95 acres of single-family zoned land and is located at 2608 103rd Avenue SE

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Daughtry, to accept the donation from Natural 9 Holdings of an approximate 9.95-acre parcel, located at 2608 103rd Avenue SE. The motion passed 5-0-0-2.

Solicitor License Code Amendment (Ordinance 1203)

Planner Needham explained that staff received notice that Ordinance 1185 did not meet the requirements of Public Law 92-544, which governs the exchange of Criminal History Record Information (CHRI) between the FBI and state or local governments. Specifically, the FBI's review noted that CHRI must be disseminated to the city or town—not to another public entity—when local governments work in conjunction with other public agencies.

To address this issue and ensure compliance with federal law, staff have revised LSMC 4.04.130(f)(1–3) and LSMC 4.04.230(c) to:

- Clearly state that the police department shall make the fitness determination based on the background check results; and
- Clarify that the CHRI results will be disseminated to the city, in accordance with FBI and WSP requirements.

MOTION: Councilmember Jorstad made a motion, seconded by Councilmember Ewing, to approve Ordinance 1203, code amendments in Title 4. The motion passed 5-0-0-2.

Frontier Heights Park - Phase II Construction Contract

Capital Projects Manager Mangold explained that the Public Works Department solicited bids on July 24, 2025. A bid opening was held on August 14, 2025. A total of 11 bids were received, with the low bid coming from Sunset Grill Construction, LLC in the amount of $1,378,699.69. This contract has 40 working days and is anticipated to be completed near the end of December 2025. The project includes four paved and fenced pickleball courts, a multi-sport synthetic turf field, stormwater treatment, a

sensory garden, five exercise stations, a paved path around the improvements, 49 parking stalls and a decorative labyrinth. This project completes the Frontier Heights Park project except for future adjustment of existing playground equipment.

Council and staff engaged in a discussion.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Jorstad, to authorize the Mayor to sign the public works contract with Sunset Grill Construction, LLC. for the construction of the Frontier Heights Park - Phase II Project. The motion passed 4-1-0-2 with Councilmember Petershagen opposed.

Discussion Items

AWC Business License Model Threshold Changes for Non-Resident Business Endorsements

Planning Manager Schmidt explained that staff is seeking City Council direction on whether to allow exempted non-resident businesses to obtain an endorsement at $0 fee per the 2018 AWC Legislation. Staff is recommending that the City Council approve the new state-mandated minimum threshold of $4,000 for non-resident businesses and/or amend and adopt Ordinance 1202 thereby amending the LSMC Chapter 4.04 to be compliant with (RCW 35.90.080(1)(c)).

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Daughtry, to move this item to action. The motion passed 5-0-0-2.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Ewing, to approve Ordinance 1202 amending the Code Chapter 4.04, Business Licenses and Regulations and approving increasing the threshold and a no-fee endorsement. The motion passed 5-0-0-2.

2026 Budget - 2025 Estimated & Base 2026 Budgets

Finance Director Stevens provided a budget overview and reviewed the budget schedule going forward. The Council retreat is scheduled for Saturday, September 13. The consensus of the Council was to record the retreat for the public.

Adjournment

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Jorstad, to adjourn the meeting. The motion passed 5-0-0-2.

The meeting adjourned at 7:22 p.m.

_____ _____

Brett Gailey, Mayor Kelly M. Chelin, City Clerk

CITY COUNCIL STAFF REPORT

Agenda Date: 9/23/2025

Subject: Cavalero Park Acquisition

Contact Person/Department: Sarah Garceau, Parks Department

Budget Impact:

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

SUMMARY/BACKGROUND:
Cavalero Park is a Snohomish County-owned park located in the southwest section of Lake Stevens and provides a dog park, skate park and other recreation opportunities for the community. On July 15, 2025, City Council voted to accept the donation of Cavalero Park and acquire it from Snohomish County. The donation agreement was then presented to the Snohomish County Council; they also voted to sign the donation agreement. However, there has been an update to the language on the donation agreement that the Council needs to review. The changes are minimal and are intended to ensure that the park will remain open to the public for recreational purposes and that all restrictions are recorded on the deed.

An overview of the changes to the Donation Agreement are outlined below:

- Page 1, Section 2. Added the language of “see Exhibit B Statutory Warranty Deed for said restriction. The City agrees to take title to the Property and assume all responsibilities and obligations associated therewith.
- Unnumbered Page 10:
    - Original Language: “The property herein shall never be sold or developed for commercial purposes and shall be operated and maintained in active public park and recreational use in perpetuity.”
    - Updated Language: “The property herein shall be developed, operated and maintained for social, educational, active and passive public park and

recreational use ("permitted activities") in perpetuity, and never sold, used, or developed for private commercial purposes independent of the permitted activities. Any mix of commercial use will be minimal and support the use of permitted activities."

- Additional changes are shown through tracked changes in the document. Some minor changes for formatting and minor edits are shown throughout the document; the larger changes are on pages 21 and 31-36.

Additionally, a Conservation Easement is being placed on the three parcels (29052600101500, 29052600104200 and 29052600101200) that were acquired using Conservation Funds. The City was aware of the restrictions on this property and presented them prior to council; only passive recreation is allowed on these parcels. This is standard procedure for the County when conveying properties that were acquired through Conservation Funding. This document is attached.

The council is being asked to discuss and accept the language, or give guidance for any additional changes. If there are any additional changes, we will need to discuss them with the County. The expected transfer date will be in early to mid-October.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Cavalero Hill Park Donation Agreement
2. Conservation Easement-Cavalero Hill Park

DONATION AGREEMENT

THIS DONATION AGREEMENT (this "Agreement") is made and entered into as of this ____ day of _____, 2025 (the "Effective Date"), by and between Snohomish County, a political subdivision of the State of Washington ("Donor"), and the City of Lake Stevens, a Washington municipal corporation ("Donee" or "City").

1. **Real Property.** Donor is the owner of certain real property located in Snohomish County, Washington, consisting of approximately 50 acres of undeveloped land known as Cavalero Hill Park and more particularly described on Exhibit A to this Agreement (the "Property") and known as Snohomish County Tax Account No.(s) **29052600101100, 29052600101200, 29052600101300, 29052600101400, 29052600101500, 29052600101600 and 29052600104200**. Donor hereby agrees to donate, give, transfer and convey to the City, and the City agrees to accept from Donor, the Property and all rights appurtenant thereto, under the terms and conditions specified in this Agreement.

2. **Consideration.** The Donor agrees to donate the Property to the City subject to the deed restriction restricting the use of the Property for use as a park – see Exhibit B Statutory Warranty Deed for said restriction. The City agrees to take title to the Property and assume all responsibilities and obligations associated therewith.

   The City will also cause to be signed and recorded a Conservation Easement in favor of the Donor over Parcels E, F and G herein at the time of conveyance. Please see Exhibit C attached.

3. Title.

3.1 Conveyance. At closing, Donor shall convey the Property to the City by a duly executed and acknowledged statutory warranty deed in substantially the form attached to this Agreement as Exhibit B (the "Deed"), free and clear of all defects and encumbrances other than non-delinquent taxes and any exceptions to title approved

by the City pursuant to Section 3.2 below. Monetary encumbrances not assumed by the City shall be removed by the Donor at or before closing.

3.2 Preliminary Commitment; Condition of Title. The Donor has received a preliminary commitment (the "Preliminary Commitment") for title insurance for the Property from Stewart Title Company, Commitment No. 2354137 dated May 22, 2024. The City hereby approves the following Special Exceptions shown on the Preliminary Commitment, which may remain on title at closing: **Schedule B Part II: Exceptions 1 through 26, inclusive**. All other Special Exceptions must be removed at or before closing.

3.3 Title Insurance. At closing, Donor shall cause the Title Company to issue to the City, at the City's expense, a standard coverage owner's ALTA policy of title insurance (the "Title Policy"), dated as of the closing date, insuring the City's fee simple title to the Property, subject only to the standard form of General Exclusions and Exceptions and the Special Exceptions approved by the City pursuant to Section 3.2 above.

4. Donee's Due Diligence. This Agreement is subject to the City's approval, in the City's sole discretion, of any and all appraisals, surveys, studies, and reports regarding the Property received, commissioned, or performed by the City or the City's agents. The City shall have thirty (30) days from the Effective Date (the "Due Diligence Period") to give notice terminating this Agreement under this condition. Upon receipt of such notice, this Agreement shall terminate and be of no further force or effect. During the Due Diligence Period, the City and the City's agents may enter the Property at reasonable times to perform such studies and surveys as the City deems necessary, provided, however, that the City will not perform any excavation or coring on the Property without Donor's prior consent, which consent shall not be unreasonably withheld.

5. Donor's Representations and Warranties. Donor represents and warrants to the City as of the Effective Date, and again as of the date of closing, as follows:

(a) To the best of Donor's knowledge, there is no action, suit, proceeding or investigation pending or threatened which could become a cloud on the title to the Property or any portion thereof.

(b) To the best of Donor's knowledge, neither the whole nor any portion of the Property is subject to temporary requisition or use by any governmental authority or has been condemned or taken in any proceeding similar to a condemnation proceeding, nor is any such proceeding contemplated.

In the event any of the representations contained in this Section 5 become untrue prior to or as of the date of closing as a result of information received by Donor or

occurrences subsequent to the date hereof, Donor shall promptly notify the City and, within ten (10) days after receiving such notice, the City may elect to (i) waive any objections and proceed with closing or (ii) terminate this Agreement by giving written notice of same to Donor.

The representations and warranties contained in this Section 5 shall not merge into the Deed but shall survive the closing of the transaction contemplated by this Agreement.

6. Donor's Covenants. Donor covenants to the City as follows:

(a) Upon closing, the Property will not be subject to any leases, tenancies, claims, or rights of persons in actual or constructive possession.

(b) Donor shall indemnify and hold the City harmless from all claims for commissions or fees by any broker.

The covenants contained in this Section 6 shall not merge into the Deed but shall survive the closing of the transaction contemplated by this Agreement.

7. City's Covenants. The City of Lake Stevens covenants as follows:

(a) Use of the property is limited to public purposes, which shall include recreational access and comply with the restrictions of the funding sources used to purchase and/or improve the property.

(b) The property will not be sold for private use or purposes.

8. City's Authority. The City's obligations under this Agreement are expressly subject to, and conditioned upon, the approval of this Agreement by the Lake Stevens City Council and the execution of this Agreement by the Lake Stevens City Mayor or designee. The City represents and warrants to Donor that, at the date the City executes this Agreement and at the date of closing, the City, and any person signing on behalf of the City, has full power and authority to execute this Agreement and to perform the City's obligations hereunder.

9. Closing.

9.1 Closing. As used in this Agreement, "closing" or "date of closing" means the date on which all appropriate documents are recorded.

9.2 Escrow Agent. The transaction contemplated by this Agreement shall be closed through the escrow department of the Stewart Title Company (the "Escrow Agent") by Chillie Ambrose, LPO/Closer.

9.3 Closing Date. The date of closing will be determined by mutual agreement of the parties, but shall in no event occur later than _____, 2025 (the "Outside Closing Date"), unless an extension is mutually agreed to in writing by the parties.

9.4 Closing Documents and Funds. On or before the date of closing, the City and Donor shall each deposit with the Escrow Agent all instruments, documents, and monies necessary to complete the transaction contemplated by this Agreement.

9.5 Closing Costs; Prorations. Donee/City will pay the following closing costs: (i) the premium for the Title Policy; (ii) the cost of recording the Deed; and (iii) the Escrow Agent's escrow fee. Donor will pay the real estate excise taxes due on the sale, if any. Property taxes, if any, shall be prorated at closing. Water and other utilities shall be prorated as of closing. All other costs of closing, if any, shall be borne by Donor and City in a manner consistent with local practice for the county in which the Property is located.

9.6 Possession. Donor shall deliver possession of the Property to the City upon closing.

10. Default and Remedies. If Donor is unable to, or does not, perform Donor's covenants and obligations under this Agreement, if title is not insurable at closing as provided in Section 3.3, or if Donor's representations and warranties under Section 5 are not all true and accurate, Donor shall be in default of this Agreement. In the event of Donor's default, the City shall be entitled to terminate this Agreement by written notice to Donor and Escrow Agent.

11. Notices. All notices, waivers, elections, approvals, and demands required or permitted to be given under this Agreement must be in writing and personally delivered or sent by United States certified mail, return receipt requested, to the addressee's mailing address set forth below. Any notice will be effective when actually received or, if mailed as provided herein, on the earlier of actual receipt or two (2) days after the date deposited in the mail.

If to Donor:
Property Officer
Snohomish County Department of Facilities and Fleet
3000 Rockefeller Avenue, M/S 404
Everett, WA 98201
Ph. 425.388.3400

Email. SFMPRO@co.snohomish.wa.us

If to Donee or City:
Sarah Garceau
City of Lake Stevens
2306 131st Avenue NE
Lake Stevens, WA 98258
Ph. 425.622.9450
Email. sgarceau@lakestevenswa.gov

If to Escrow Agent:
Chillie Ambrose
Stewart Title Company
2820 Oakes Avenue, Suite A
Everett, WA 98201
Ph. 425.317.7307
Email. Chillie.ambrose@stewart.com

12. General. This Agreement shall be governed by the law of the State of Washington. This is the entire agreement of the City and Donor with respect to the Property and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by the City and Donor. Any waivers under this Agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit of, and binding upon, the City and Donor and their heirs, personal representatives, successors, and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

13. Exhibits. The following documents are attached to this Agreement as Exhibits and are incorporated herein by this reference:

EXHIBIT A – Legal Description of Property
EXHIBIT B – Form of Statutory Warranty Deed

14. Time of the Essence; Computation. Time is of the essence of each and every provision of this Agreement. If the final date of any period of time set out in any provision of this Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or a legal holiday.

15. Counterparts. This Agreement may be signed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

DONOR:	**DONEE:**
Snohomish County, a political subdivision of the State of Washington	City of Lake Stevens, a Washington municipal corporation
By: _____	By : _____
Carl Jorgensen	Name: _____
Its: Property Officer	Title: _____
Approved as to Form:	Approved as to Form:
_____ Deputy Prosecuting Attorney	_____ City Attorney

EXHIBIT A

Legal Description of Property

PARCEL A: TAX ACCOUNT NO.: 29052600101300

The East half of the East half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet;

AND EXCEPT the East 20 feet thereof.

PARCEL B: TAX ACCOUNT NO.: 29052600101100

West half of Southeast quarter of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

PARCEL C: TAX ACCOUNT NO.: 29052600101600

The East half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the East 150 feet of the North half thereof; ALSO

EXCEPT the North 30 feet thereof for road;

ALSO EXCEPT the West 60 feet of the East 210 feet of the North 244 feet of the West half of the Northwest quarter of the Northeast quarter of said Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

(Being a portion of Parcel B of Short Plat No. SP180(5-76) recorded under Recording No. 7610080283.)

PARCEL D: TAX ACCOUNT NO.: 29052600101400

The West half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

EXCEPT the North 30 feet thereof for road;

ALSO EXCEPT that portion thereof condemned by the State of Washington by Decree of Appropriation entered under Snohomish County Superior Court Cause No. 102688.

(Being a portion of Parcel B of Short Plat No. SP180(5-76) recorded under Recording No. 7610080283.)

PARCEL E: TAX ACCOUNT NO.: 29052600101500

The West half of the Northeast quarter of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT ROADS.

PARCEL F: TAX ACCOUNT NO.: 29052600104200

The East 150 feet of the North 184 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet for road.

PARCEL G: TAX ACCOUNT NO.: 29052600101200

The East 150 feet of the North half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 184 feet thereof;

AND TOGETHER WITH the West 60 feet of the East 210 feet of the North 244 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet for road.

ALL SITUATE in the County of Snohomish, State of Washington.

EXHIBIT B

Return Address:

Snohomish County
Property Management
3000 Rockefeller Avenue M/S 404
Everett, WA 98201
ATTN: Carl Jorgensen

Document Title(s) (or transactions contained therein): 1. Statutory Warranty Deed
Reference Number(s) of Related Documents: N/A
Grantor(s) (Last name first, then first name and initials): Snohomish County, a political subdivision of the State of Washington
Grantee(s) (Last name first, then first name and initials): The City of Lake Stevens, a Washington municipal corporation
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) PTN: NE1/4 Sec 26, Twnsp 29 N, Rge 5 E, W.M.
Assessor's Property Tax Parcel/Account Number **29052600101100, 29052600101200, 29052600101300, 29052600101400, 29052600101500, 29052600101600 and 29052600104200**

STATUTORY WARRANTY DEED

The Grantor, Snohomish County, a political subdivision of the State of Washington, for and in consideration of Ten Dollars ($10) and other good and valuable consideration, in hand paid, conveys and warrants to the City of Lake Stevens, a Washington municipal corporation ("Grantee"), that certain real property situated in the County of Snohomish, State of Washington, that is more particularly described on Schedule 1 attached hereto (the "Property"), subject to the matters identified on Schedule 2 attached hereto.

This conveyance is subject to the following restrictive covenant on the Property that will run with the land:

"The property herein shall be developed, operated and maintained for social, educational, active and passive public park and recreational use ("permitted activities") in perpetuity and never sold, used, or developed for private commercial purposes independent of the permitted activities. Any mix of commercial use will be minimal and support the use of permitted activities."

DATED: _____, 2025.

Snohomish County, a political subdivision of
the State of Washington

_____
Name: Carl Jorgensen, Property Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Carl Jorgensen is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Property Officer of Snohomish County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
(Signature)
Notary Public
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this_____day of_____, 2023, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came _____, to me known to be the individual(s) described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

THE REST OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

Accepted by:
City of Lake Stevens, a Washington municipal corporation

_____
Name: Brett Gailey
Its: Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of the City of Lake Stevens to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
(Signature)
Notary Public
My appointment expires _____

Schedule 1
to Statutory Warranty Deed

Legal Description of Property

PARCEL A: TAX ACCOUNT NO.: 29052600101300

The East half of the East half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet;

AND EXCEPT the East 20 feet thereof.

PARCEL B: TAX ACCOUNT NO.: 29052600101100

West half of Southeast quarter of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

PARCEL C: TAX ACCOUNT NO.: 29052600101600

The East half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the East 150 feet of the North half thereof; ALSO

EXCEPT the North 30 feet thereof for road;

ALSO EXCEPT the West 60 feet of the East 210 feet of the North 244 feet of the West half of the Northwest quarter of the Northeast quarter of said Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

(Being a portion of Parcel B of Short Plat No. SP180(5-76) recorded under Recording No. 7610080283.)

PARCEL D: **TAX ACCOUNT NO.: 29052600101400**

The West half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

EXCEPT the North 30 feet thereof for road;

ALSO EXCEPT that portion thereof condemned by the State of Washington by Decree of Appropriation entered under Snohomish County Superior Court Cause No. 102688.

(Being a portion of Parcel B of Short Plat No. SP180(5-76) recorded under Recording No. 7610080283.)

PARCEL E: TAX ACCOUNT NO.: 29052600101500

The West half of the Northeast quarter of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT ROADS.

PARCEL F: TAX ACCOUNT NO.: 29052600104200

The East 150 feet of the North 184 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet for road.

PARCEL G: TAX ACCOUNT NO.: 29052600101200

The East 150 feet of the North half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 184 feet thereof;

AND TOGETHER WITH the West 60 feet of the East 210 feet of the North 244 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet for road.

ALL SITUATE in the County of Snohomish, State of Washington.

Schedule 2
Special Exceptions

1. Easement as more fully set forth in the document recorded as Instrument No. 458190.

2. Easement as more fully set forth in the Snohomish County Superior Court Cause No. 27964.

3. Easement and the terms and conditions thereof recorded under Instrument No. 784767. As to a ptn Parcel A

4. Easement and the terms and conditions thereof recorded under Instrument No. 2251400. As to ptn Parcel D

5. Easement and the terms and conditions thereof recorded under Instrument No. 2342736. As to ptn Parcels C, G & F

6. Easement and the terms and conditions thereof recorded under Instrument No. 2342737. As to ptn Parcel A

7. Restrictions, Conditions, Dedications, Notes, Easements and Provisions contained and/or delineated on the face of the Short Plat recorded under Auditor's File No. 7610080283

8. Record of Survey and the terms and conditions thereof recorded under Instrument No. 7901310174.

9. Easement as more fully set forth in the instrument recorded July 8, 1987, as Document No. 8707080128. As to ptn Parcels C & D

10. Affidavit of Boundary Line Adjustment and the terms and conditions thereof recorded under Instrument No. 8707100118.

11. Option for Easement, and the terms and conditions thereof as more fully set forth in the instrument recorded July 14, 1987, as Document No. 8707140628. As to Parcel G

12. Easement and the terms and conditions thereof recorded under Instrument No. 9108060036. As to Parcel G

13. Easement and the terms and conditions thereof recorded under Instrument No. 9108060040. As to Parcel F

14. Easement as more fully set forth in the instrument recorded August 6, 1991, as Document No. 9108060041. As to ptn Parcel A

15. Easement as more fully set forth in the instrument recorded August 6, 1991, as Document No. 9108060042. As to ptn Parcel A

16. Easement as more fully set forth in the instrument recorded August 6, 1991, as Document No. 9108060075. As to ptn Parcel E

~~16.~~17. Easement as more fully set forth in the instrument recorded February 17, 1994, as Document No. 9407080128. As to Parcels F & G

18. Easement granted as more fully set forth in the instrument recorded February 17, 1994, as Document No. 9407140628.

19. Easement granted to Everett as more fully set forth in the instrument recorded February 17, 1994, as Document No. 9408060036.

20. Easement granted to Everett as more fully set forth in the instrument recorded February 17, 1994, as Document No. 9408060046.

21. Ordinance No. 95-055 and the terms and conditions thereof recorded under Instrument No. 9602290317.

22. Record of Survey and any terms and conditions disclosed therein recorded under Instrument No. 200203015006.

23. Easement and the terms and conditions thereof recorded under Instrument No. 200103160634.

24. Declaration of Easement for Access and Utilities as more fully set forth in the instrument recorded August 26, 2002, as Document No. 200208261194.

25. Special Use and Temporary Construction Permit as more fully set forth in the instrument recorded August 23, 2006, as Document No. 200608230298 and amended under Document No. 200610190566.

26. Easement Transfer and Bill of Sale, and the terms and provisions thereof, as more fully set forth in the instrument recorded April 16, 2010, as Document No. 201004160098 and August 27, 2019 as Document No. 201908270593.

EXHIBIT C

After Recording Return to:
Snohomish County
Property Management
3000 Rockefeller Avenue MS 404
Everett, WA 98201

Document Title: Grant of Conservation Easement
Reference Numbers:
Grantor: City of Lake Stevens, a Washington municipal corporation
Grantee: Snohomish County, a political subdivision of the State of Washington
Abbreviated Legal Description: Ptn of Sec 26 and 31 Twn 29 Rng 5 E Snohomish County, WA
Additional legal on Exhibit A
Assessor's Property Tax Parcel Nos: 29052600101500, 29052600104200 and 29052600101200

GRANT OF CONSERVATION EASEMENT

This grant of a perpetual CONSERVATION EASEMENT (hereinafter "Conservation Easement") is made this ___~~6th~~ day _____~~of November~~, 2025~~3~~, by City of Lake Stevens, a Washington municipal corporation, (hereinafter "Grantor"), to Snohomish County, a political subdivision of the State of Washington (hereinafter "Grantee" or "County"), in perpetuity as holder of the Conservation Easement pursuant to RCW 64.04.130.

RECITALS

A. Grantor is the sole owner in fee simple of the property legally described on Exhibit A, which is attached hereto and incorporated herein by reference (the "Protected Property"), located on tax parcels 29052600101500, 29052600104200 and 29052600101200, Snohomish County, Washington; and

B. Grantor warrants that Grantor has good legal title to the Protected Property, as well as the right to convey this Conservation Easement, and that the Protected Property is free and clear of any encumbrances except those general exceptions contained in the title policy and any special exceptions shown on the Preliminary Commitment that are accepted by the Grantee; and

C. Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or waste on the Protected Property as of the date it signs this Conservation Easement; and

D. The Protected Property possesses significant long-term natural and open space values ("Conservation Values") of great importance to the people of Snohomish County for passive recreation; and

E. This Conservation Easement is authorized by RCW 64.04.130, the provision of state law governing conservation easements; and

F. The Grantor and the Grantee intend and have the common purpose of retaining the Protected Property for open space and passive recreation by placing restrictions on the use of the Protected Property, which shall continue as a servitude running with the land, and authorizing Grantee to monitor and enforce such restrictions, as described herein; and

G. To document the present condition of the Protected Property so that Grantee or its assigns are able to monitor future uses and assure compliance with the terms of this Conservation Easement, Grantee has, at its expense, prepared baseline data consisting of photographs and other documentation summarized in Exhibit B and incorporated herein by reference as though set forth in full (the "Baseline Documentation") that the parties agree provide an accurate representation of the Protected Property as of the date of this Conservation Easement; and

H. Snohomish County, as the Grantee of this Conservation Easement, is a qualified holder of conservation easements under RCW 64.04.130; and

I. ~~This Conservation Easement is being~~The Protected Property was purchased with funds provided, in part, by the County's Conservation Futures Program pursuant to RCW 84.34.200, RCW 84.34.210, RCW 84.34.220 and chapter 4.14 SCC, which authorizes Snohomish County to purchase ~~conservation easements~~real property for the purpose of protecting open space and timber land through restrictions on incompatible uses of the land.

NOW, THEREFORE, for and in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein and in payment of one dollar ($1.00) and other valuable consideration by Grantee, the receipt of which is hereby acknowledged by Grantor, and pursuant to the laws of the State of Washington, including chapters 64.04 and 84.34 of the Revised Code of Washington, the parties agree as follows:

I. **Grant.** Grantor hereby grants to the Grantee a perpetual Conservation Easement over, under, across and through the Protected Property, as described in Exhibit A attached hereto, to protect, preserve, maintain, improve, restore, limit future use of or otherwise conserve the Protected Property as open space pursuant to chapter 84.34 RCW.

II. **Purpose.** The purpose of this Conservation Easement is to assure that the Protected Property will be retained forever in its natural and open space condition and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values. Grantor intends that this Conservation Easement will confine the use of, or activity on, the Protected Property to such uses and activities that are consistent with this purpose. This statement of purpose is intended as a substantive provision of the Conservation Easement. Any ambiguity or uncertainty regarding the application of the provisions of this Conservation Easement will be resolved so as to further this purpose.

III. **Rights of the Grantee.** Grantor hereby conveys to the Grantee all rights necessary to accomplish the purpose of this Conservation Easement, including, without limitation, the following:

A. The right to protect, conserve, maintain, improve and restore the Conservation Values of the Protected Property.

B. The right to enter the Protected Property or allow Grantee's invitees or licensees to enter, at a reasonable time and upon prior written notice to the Grantor, for the following purposes (i) to make general inspection of the Protected Property to monitor compliance with this Conservation Easement; (ii) to protect, preserve, maintain, improve and restore the Conservation Values of the Protected Property; and (iii) to mitigate or terminate any violation or otherwise enforce the provisions of this Conservation Easement.

C. The right to enjoin any use of, or activity on, the Protected Property that is inconsistent with the purpose of this Conservation Easement, including trespasses by members of the public, and to require the restoration of such area or features of the Protected Property as may be damaged by uses or activities inconsistent with the provisions of this Conservation Easement, all in accordance with Section XI.

D. The right to enforce the terms of this Conservation Easement, consistent with Section XI.

E. The right to place a sign on the Protected Property which acknowledges this Conservation Easement, any conditions on access, and any funding contribution to the acquisition of the Conservation Easement.

The foregoing are rights, not obligations, and shall not create any third-party rights of enforcement.

IV. **Permitted Uses and Activities.**

A. Grantor reserves to itself, and to its successors and assigns all rights accruing from its ownership of the Protected Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not prohibited herein and are not inconsistent with the purpose of this Conservation Easement. In the event Grantor plans to undertake actions that could be inconsistent with the purpose of this Conservation Easement, Grantor shall provide Grantee written notice of such intent not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Easement. Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's notice. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action proposed would be inconsistent with the purpose of this Conservation Easement.

B. Any improvements to the Protected Property shall be limited to those which are passive in nature and meet the requirements and intent of RCW 84.34.200-220. Passive improvements include, but are not limited to, signs, trails, interpretive centers, viewpoints, picnicking facilities, access, restrooms, playgrounds and restoration projects. Active recreational improvements are prohibited. Such improvements include, but are not limited to ball fields, use by motorized vehicles, swimming pools, and recreation centers.

C. Nothing herein precludes the Grantor from demolishing, removing, and remediating existing improvements on the property as of the date of this Conservation Easement.

V. <u>Prohibited Uses and Activities.</u> Neither Grantor nor its licensees or invitees shall use the Protected Property for any activity or purpose that is inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following activities are expressly prohibited in the Protected Property:

A. The placement or construction of any buildings, structures, improvements or equipment of any kind except as permitted in subsection IV. B;

B. The continuation, creation, expansion or intensification of any use or activity that is contrary to the purpose of this Conservation Easement or prohibited in this section;

C. Mining or extraction of soil, sand, gravel, oil, natural gas or other mineral, except for mining or extraction undertaken by the legal owner of mineral rights on and/or under the Protected Property, if the owner is an entity other than Grantor;

D. Dumping or accumulation of trash or refuse;

E. The use of motorized vehicles except for those necessary to conduct the uses permitted under this Conservation Easement; and

F. Any construction, expansion, repair or other development activity that would result in more than ten percent (10%) of the area of the Protected Property being covered with impervious surfaces, including, without limitation, asphalt, concrete, gravel, buildings, or ponds.

VI. **Transfer of Property.** The Grantor agrees to:

A. Incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, leasehold interests.

B. Describe the Conservation Easement in and append it to any contract for the transfer of any interest in the Protected Property.

C. Give written notice to the Grantee of the transfer of any interest in all or any portion of the Protected Property no later than forty-five (45) days prior to the date of such transfer. Such notice to the Grantee shall include the name, address and telephone number of the prospective transferee or the prospective transferee's representative.

D. Execute and record any and all necessary documents, as the County may require, to ensure the continuing validity and enforceability of this Conservation Easement regardless of the status of the transferee.

The failure of the Grantor to perform any act required by this subsection shall not impair the validity of this Conservation Easement or limit its enforceability.

VII. **Records, Inspections and Audits**. Grantor will keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The County may, at its sole discretion, inspect all books and records and other materials related to any matters covered by this Agreement and not otherwise privileged, belonging to Grantor or any contractor. Such books, records and other materials shall be made available for County inspection during regular business hours within a reasonable time of the request.

Grantor will preserve all records for a period of seven (7) years; PROVIDED, HOWEVER, that if Grantor proposed to dispose of any documents materially related to the Conservation Easement for a period less than seven (7) years, then Grantor will deliver the same to the County for disposition by the County.

Grantor acknowledges and agrees that its obligations under this Section VII will survive termination of this Agreement.

VIII~~VII~~. Extinguishment. This Conservation Easement may be terminated or extinguished, whether in whole or in part, only under one or more of the following circumstances:

A. By judicial determination, by a court having jurisdiction over the Conservation Easement, those circumstances have rendered the purpose of this Conservation Easement impossible to achieve.

B. In the event all or any of the Protected Property is taken by exercise of the power of eminent domain or acquired in lieu of condemnation, whether by public, corporate or other authority, except by the parties hereto.

IX~~VIII~~. Proceeds. In the event of termination or extinguishment of this Conservation Easement, Grantee shall be compensated by Grantor for the fair market value of its interest in the Protected Property as determined by either a real estate appraiser licensed by the State of Washington or a court of competent jurisdiction.

~~I~~X. Transfer or Assignment of the Conservation Easement. This Conservation Easement is transferable, but Grantee may assign its rights under this Conservation Easement only to an agency or organization that is authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250, or otherwise qualified at the time of transfer under §170(h) of the Internal Revenue Code of 1986. As a condition of such transfer, Grantee shall require that the transferee exercise its rights under the assignment consistent with the purpose of this Conservation Easement.

XI. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep, and maintenance of the Protected Property.

A. Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property.

B. Attorneys' fees and costs for enforcement. If the Grantee commences and successfully prosecutes an enforcement action pursuant to Section XI below, the Grantor shall pay all reasonable costs and expenses associated with the enforcement action, including but not limited to, reasonable attorneys' fees.

XII. Enforcement & Monitoring. Grantee shall have the authority to enforce the terms of this Conservation Easement. To exercise this authority and thereby further the purpose of this Conservation Easement, the Grantee shall have the following rights under this Conservation Easement, which are subject to the stated limitations:

A. Entry onto Protected Property with Reasonable Notice. If the Grantee has reason to believe that a violation of the terms of this Conservation Easement has occurred or is occurring, the Grantee shall have the right to enter the Protected Property, provided

that reasonable advance notice is given to the Grantor, for the purpose of inspecting it for violations of any requirement set forth in this Conservation Easement. Additionally, the Grantee shall have the right to enter the Protected Property at least once a year, at a mutually agreed ~~tune~~ time for purposes of inspection and compliance monitoring regardless of whether Grantee has reason to believe that a violation of this Conservation Easement exists.

B. Enforcement Mechanisms and Remedial Measures. If the Grantee finds what it believes to be a violation of this Conservation Easement, it may, at its discretion, use any available legal or equitable remedy to secure compliance, including but not limited to seeking injunctive relief and/or specific performance requiring the Grantor to cease and desist all activity in violation of the terms of this Conservation Easement and to return the Protected Property to its condition prior to any violation(s). Except when an imminent violation could irreversibly diminish or impair the Conservation Values of the Protected Property, the Grantee shall give the Grantor written notice of the violation and thirty (30) days in which to take corrective action prior to commencing any legal action. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time or constitute a waiver of its rights. Grantee may use the Baseline Documentation as a basis for enforcing the provisions of this Conservation Easement but is not limited to the use of the Baseline Documentation to show a change of conditions.

C. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damages to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire.

D. Scope of Relief. Grantee's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

E. Costs of Enforcement. In the event Grantee must enforce the terms of this Conservation Easement, any costs of restoration necessitated by acts or omissions of Grantor, its agents, employees, contractors, invitees or licensees in violation of the terms of this Conservation Easement and Grantee's reasonable enforcement expenses, including reasonable attorneys' and consultants' fees and costs, shall be borne by Grantor, its successors or assigns.

F. Waiver of Defenses. Grantor acknowledges it has carefully reviewed this Conservation Easement and has consulted or had the opportunity to consult with counsel of its terms and requirements. In full knowledge of the provisions of this Conservation Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors or assigns under or pertaining to this Conservation Easement based upon waiver, laches, estoppel or prescription.

G. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle the Grantee to bring any action against Grantor to abate, correct or restore any condition in the Protected Property or to recover damages for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement or the like.

XIII. Hold Harmless. Grantor hereby agrees to release and hold harmless, indemnify and defend Grantee, its officers, elected and appointed officials, employees and agents (collectively "Indemnified Parties") from all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' and consultants' fees arising from or in any way connected with:

A. Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Protected Property that is not a consequence of an activity of the Indemnified Parties undertaken under the rights granted to Grantee under this Conservation Easement;

B. Violations or alleged violations of, or other failure to comply with, any federal, state or local law or regulation relating to pollutants or hazardous, toxic or dangerous substances or materials, including without limitation CERCLA (42 U.S.C. 9601 et seq.) and MTCA (Ch. 70.105D RCW), by any person other than any of the Indemnified Parties, in any way affecting, involving or relating to the Protected Property, unless such violations or alleged violations are due to the sole acts or omissions of any of the Indemnified Parties on the Protected Property;

C. The presence or release in, on, from or about the Protected Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement of any substance hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

XIV. Recordation. Grantee shall record this instrument in the Office of the Snohomish County Auditor and may re-record it at any time.

XIV. Notices. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to another party under the terms of this Conservation Easement shall be in writing and either served at or mailed to:

Grantee: Snohomish County
Property Management
3000 Rockefeller Avenue, M/S #404
Everett, WA 98201
(425) 388-3400
Email: Carl.jorgensen@co.snohomish.wa.us

Grantor(s): City of Lake Stevens
Attn: Parks and Recreation Director
2306 131st Ave NE
Lake Stevens, WA 98258
(425) 622-9450
sgarceau@lakestevenswa.gov

or to such other address as any party from time to time shall designate by written notice to others. Notices by electronic mail shall be valid upon receipt by the receiving party.

XVI. General Provisions.

A. Amendment. If circumstances arise under which an amendment to this Conservation Easement would be appropriate, the Grantor and Grantee may jointly amend this Conservation Easement by a written instrument to be recorded with the Snohomish County Auditor, provided that such an amendment does not diminish the effectiveness of this Conservation Easement in carrying out its purpose to permanently preserve and protect in perpetuity the Conservation Values of the Protected Property.

B. Controlling Law. The interpretation or performance of this Conservation Easement shall be governed by the laws of the State of Washington and the Laws of the United States. Any legal proceeding regarding this Conservation Easement shall be initiated in Snohomish County Superior Court.

C. Interpretation. This Conservation Easement shall be interpreted to resolve any ambiguities and questions of the validity of specific provisions to give maximum effect to its preservation purpose, as stated in Section II, above. If the Grantor has any doubt concerning the Conservation Easement, covenants, conditions, limitations or restrictions herein contained with respect to any particular use of the said Protected Property, it may submit a written request to the Grantee for consideration and approval of such use.

D. Definitions. Any masculine term used in this Conservation Easement shall include the female gender. The terms “Grantor” and “Grantee,” wherever used in this Conservation Easement, and any pronouns used in their place, shall be held to mean

and include respectively the above-named Grantor, its successors, and assigns, and the above-named Grantee, its successors and assigns.

E. Entire agreement. This Conservation Easement sets forth the entire agreement of the parties with respect to the issues addressed herein and supersedes all prior discussions, negotiations, understandings, or agreements relating to these issues, all of which are merged herein.

F. No forfeiture. Nothing in this Conservation Easement shall result in a forfeiture or revision of Grantor's title in any respect.

G. Successors. As stated in the above recitals, all covenants, terms, conditions, and restrictions of this Conservation Easement shall run with the land and be binding upon, and inure to the benefit of, the parties hereto and their respective successors, assigns, agents, employees, tenants and occupants in perpetuity.

H. Severability. If any portion of this Conservation Easement is declared unlawful or invalid, the remainder of the Conservation Easement shall remain in full force and effect.

I. Authority of signatories. The individuals executing this Conservation Easement warrant and represent that they are duly authorized to execute and deliver this Conservation Easement.

J. No merger. If Grantee at some future time acquires the underlying fee title in the Protected Property, the interest conveyed by this Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

XVII. Environmental Compliance.

A. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge, Grantor and the Protected Property are in compliance with all federal, state and local laws, regulations and requirements applicable to the Protected Property and its use, including without limitation all federal, state and local environmental laws, regulations and requirements.

B. Grantor further represents and warrants that there has been no release, dumping, burying, abandonment or migration from offsite onto the Property of any substances, materials or wastes that are hazardous, toxic, dangerous or harmful or are designated as, or contain components that are subject to regulation as hazardous, toxic, dangerous or harmful by any federal, state or local law, regulation, statute or ordinance. There is no pending or threatened litigation affecting the Property or any portion of the Property that will materially impair the Conservation Values. No civil or criminal proceedings have been instigated or are pending against Grantor or its predecessors by government agencies or third parties arising out of alleged violations of environmental laws, and neither Grantor nor its predecessors in interest have

received any notice of violation, penalties, claims, demand letters or other notifications relating to a breach of environmental laws.

C. Remediation. If at any time there occurs or has occurred a release in, on or about the Property of any substances now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by the Grantee, in which case Grantee shall be responsible for remediation.

~~*[The rest of this page was left blank intentionally]*~~

TO HAVE AND TO HOLD unto GRANTEE SNOHOMISH COUNTY, its respective successors and assigns forever.

IN WITNESS WHEREOF the parties have, by their authorized officers, set their own hands as of the day and year first stated above.

GRANTOR:

City of Lake Stevens

_____

By: Brett Gailey
Its: Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I, _____ certify that I know or have satisfactory evidence that Michelle Connor is the person who appeared before me, and said person acknowledged that he signed this instrument; on oath stated that he was authorized to execute the instrument; and

acknowledged it, as the Mayor of the City of Lake Stevens, the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2025.

_____
Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission Expires: _____.

ACCEPTED BY GRANTEE:

On _____, 2025

GRANTEE:

SNOHOMISH COUNTY

_____

By: Carl Jorgensen
Its: Property Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I, _____ certify that I know or have satisfactory evidence that Carl Jorgensen is the person who appeared before me, and said person acknowledged that he signed this instrument; on oath stated that he was authorized to execute the instrument; and acknowledged it, as the Property Officer of Snohomish County, the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission Expires: _____.

~~APPROVED AS TO FORM:~~

~~/S/ George B. Marsh 07/03/2023~~
~~Deputy Prosecuting Attorney Date~~

EXHIBIT A

PARCEL E: TAX ACCOUNT NO.: 29052600101500

The West half of the Northeast quarter of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT ROADS.

PARCEL F: TAX ACCOUNT NO.: 29052600104200

The East 150 feet of the North 184 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet for road.

PARCEL G: TAX ACCOUNT NO.: 29052600101200

The East 150 feet of the North half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 184 feet thereof;

AND TOGETHER WITH the West 60 feet of the East 210 feet of the North 244 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet for road.

ALL SITUATE in the County of Snohomish, State of Washington.

Exhibit B

BASELINE SITE ASSESSMENT
Conservation Futures Program

Property
Cavalero Hill Park

Grantor
City of Lake Stevens, a Washington municipal corporation
2306 131st Avenue NE
Lake Stevens, WA 98258

Grantee
Snohomish County, a political subdivision of the State of Washington
Conservation Futures Program

Legal Description:

PARCEL E: TAX ACCOUNT NO.: 29052600101500

The West half of the Northeast quarter of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT ROADS.

PARCEL F: TAX ACCOUNT NO.: 29052600104200

The East 150 feet of the North 184 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet for road.

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The East 150 feet of the North half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 184 feet thereof;

AND TOGETHER WITH the West 60 feet of the East 210 feet of the North 244 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet for road.

ALL SITUATE in the County of Snohomish, State of Washington.

CURRENT CONDITIONS

The Cavalero Hill Park (the "Park") is accessed by 20th Street SE just east of SR 2 in Lake Stevens, Washington. The Park has extensive wetland buffers along the westerly border along with a skate park and parking area along the northeast border. on neighboring forestland with no plans for harvest or recreation.

I. PROPERTY DATA

A. Structures (residential, commercial, agricultural, historic)

Skating facility that includes jumping ramps and level surfaces
Parking area for park users

B. Access Roads and/or Road Frontage

20th Street SE

C. Percentage & Type of Impervious Surfaces (note: gravel is considered impervious)

85% approximately

D. Utilities (power, water, gas, sewer/septic, storm water)

Not Applicable

E. Other Site Improvements

Not Applicable

F. Easements (road, utility, trail, agricultural, other)

Easement and the terms and conditions thereof recorded under Instrument No. 2342736.

Option for Easement, and the terms and conditions thereof as more fully set forth in the instrument recorded July 14,1987, as Document No. 8707140628.

Easement and the terms and conditions thereof recorded under Instrument No. 9108060036.

Easement and the terms and conditions thereof recorded under Instrument No. 9108060040.

Easement as more fully set forth in the instrument recorded August 6, 1991, as Document No. 9108060075.

Easement granted as more fully set forth in the instrument recorded February 17, 1994, as Document No. 9407140628.

Easement granted to Everett as more fully set forth in the instrument recorded February 17, 1994, as Document No. 9408060036.

Ordinance No. 95-055 and the terms and conditions thereof recorded under Instrument No. 9602290317.

Special Use and Temporary Construction Permit as more fully set forth in the instrument recorded August 23, 2006, as Document No. 200608230298 and amended under Document No. 200610190566.

G. Present Use/Proposed Future Use(s)

Passive recreational such as skating, picnicking and hiking.

H. Mineral Rights and/or Water Rights Held by Property Owner and/or Others

None

I. Critical Areas

Wetlands Habitat Area along westerly boundary of the Park.

J. Existing Critical Areas Protection Areas and/or Native Growth Protection Areas (attach a copy of any documentation, e.g. Critical Areas Site Plan)

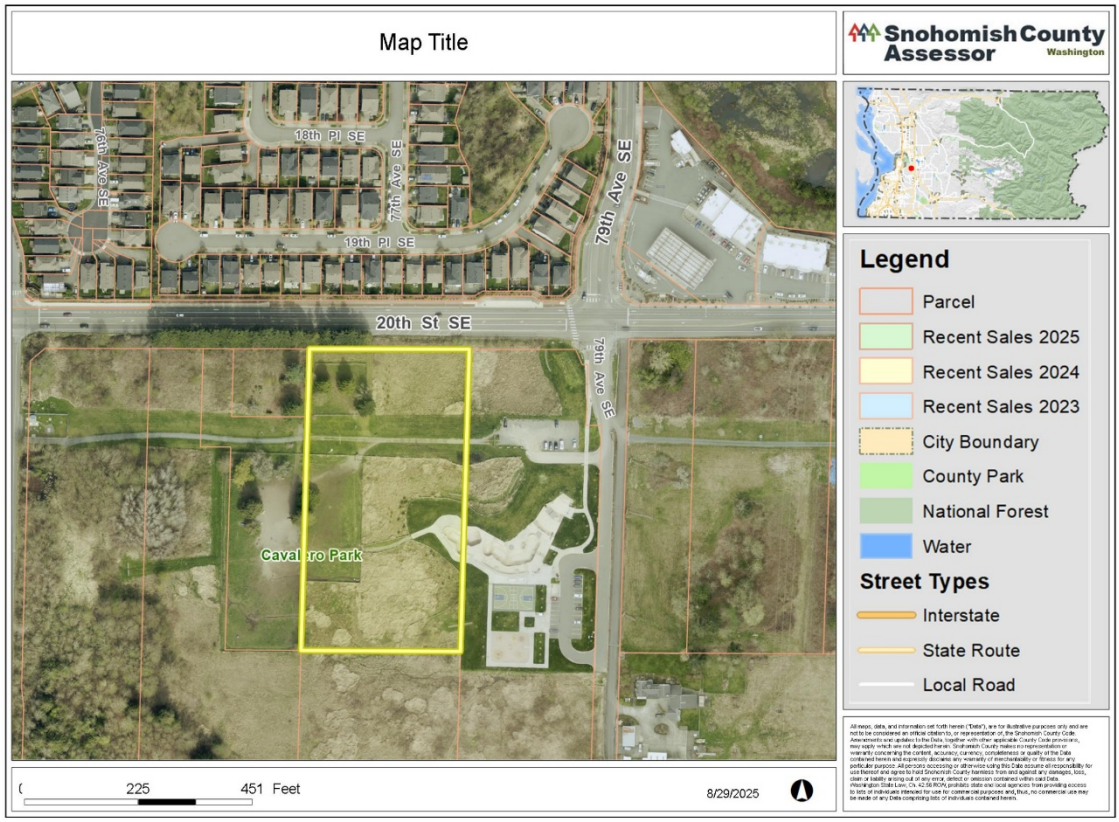
None

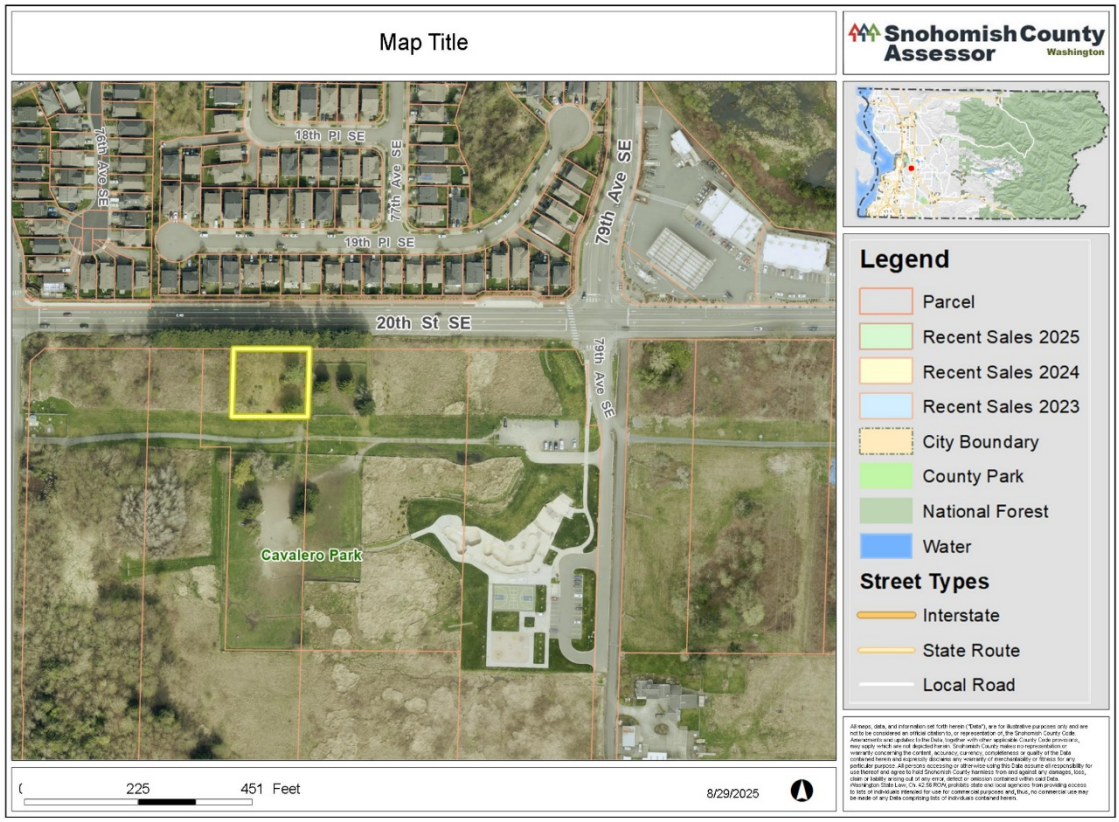
K. Historic Site Features (Other than Structures)

None

II. GRAPHIC DOCUMENATION OF CURRENT SITE CONDITIONS

A. High resolution aerial photo showing outline of acquisition area.


Map Title
Snohomish County Assessor
Washington
18th Pl SE
19th Pl SE
76th Ave SE
77th Ave SE
79th Ave SE
20th St SE
Cavalero Park
Legend
Parcel
Recent Sales 2025
Recent Sales 2024
Recent Sales 2023
City Boundary
County Park
National Forest
Water
Street Types
Interstate
State Route
Local Road
225
451 Feet
8/29/2025


Map Title
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County Park
National Forest
Water
Street Types
Interstate
State Route
Local Road
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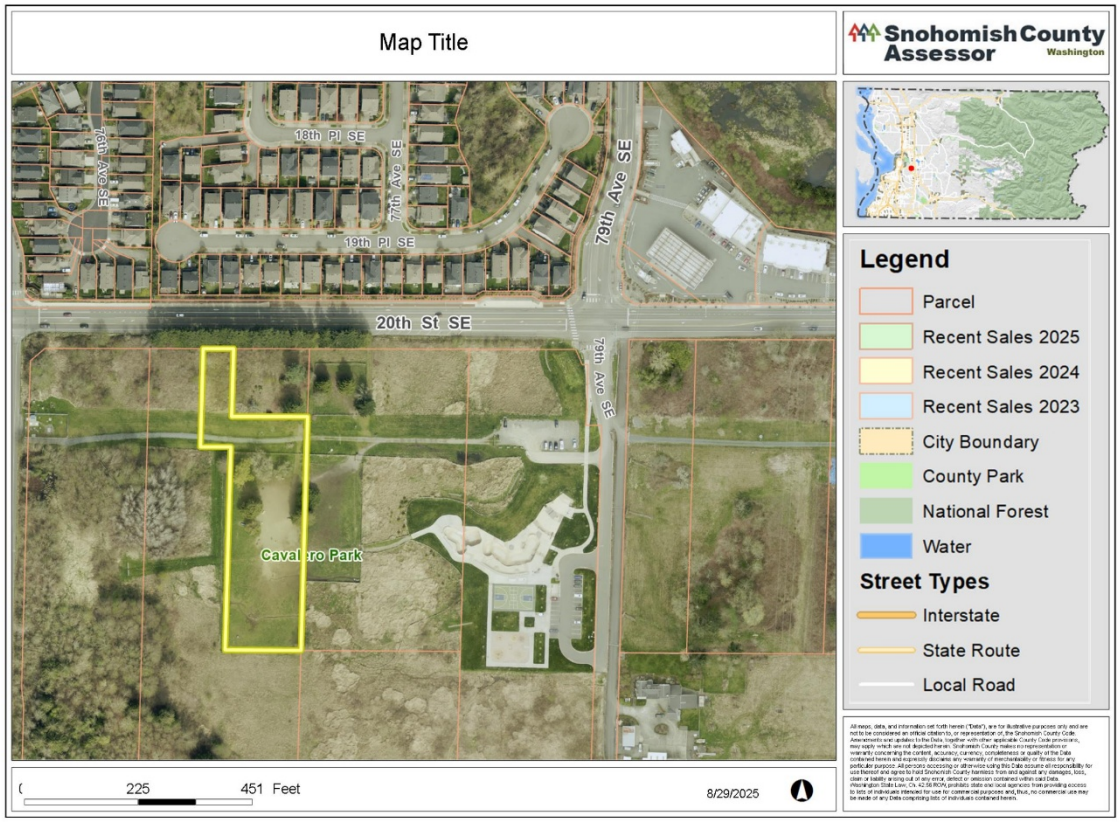
451 Feet
8/29/2025


Map Title
Snohomish County Assessor
Washington
18th Pl SE
19th Pl SE
76th Ave SE
77th Ave SE
79th Ave SE
20th St SE
Cavalero Park
Legend
Parcel
Recent Sales 2025
Recent Sales 2024
Recent Sales 2023
City Boundary
County Park
National Forest
Water
Street Types
Interstate
State Route
Local Road
225
451 Feet
8/29/2025

After Recording Return to:
Snohomish County
Property Management
3000 Rockefeller Avenue MS 404
Everett, WA 98201

Document Title: Grant of Conservation Easement
Reference Numbers: NONE
Grantor: City of Lake Stevens, a Washington municipal corporation
Grantee: Snohomish County, a political subdivision of the State of Washington
Abbreviated Legal Description: Ptn of Sec 26 and 31 Twn 29 Rng 5 E Snohomish County, WA
Additional legal on Exhibit A
Assessor's Property Tax Parcel Nos: 29052600101500, 29052600104200 and 29052600101200

GRANT OF CONSERVATION EASEMENT

This grant of a perpetual CONSERVATION EASEMENT (hereinafter "Conservation Easement") is made this ___ day _____, 2025, by City of Lake Stevens, a Washington municipal corporation, (hereinafter "Grantor"), to Snohomish County, a political subdivision of the State of Washington (hereinafter "Grantee" or "County"), in perpetuity as holder of the Conservation Easement pursuant to RCW 64.04.130.

RECITALS

A. Grantor is the sole owner in fee simple of the property legally described on Exhibit A, which is attached hereto and incorporated herein by reference (the "Protected Property"), located on tax parcels 29052600101500, 29052600104200 and 29052600101200, Snohomish County, Washington; and

B. Grantor warrants that Grantor has good legal title to the Protected Property, as well as the right to convey this Conservation Easement, and that the Protected Property is free and clear of any encumbrances except those general exceptions contained in the title policy and any special exceptions shown on the Preliminary Commitment that are accepted by the Grantee; and

C. Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or waste on the Protected Property as of the date it signs this Conservation Easement; and

D. The Protected Property possesses significant long-term natural and open space values ("Conservation Values") of great importance to the people of Snohomish County for passive recreation; and

E. This Conservation Easement is authorized by RCW 64.04.130, the provision of state law governing conservation easements; and

F. The Grantor and the Grantee intend and have the common purpose of retaining the Protected Property for open space and passive recreation by placing restrictions on the use of the Protected Property, which shall continue as a servitude running with the land, and authorizing Grantee to monitor and enforce such restrictions, as described herein; and

G. To document the present condition of the Protected Property so that Grantee or its assigns are able to monitor future uses and assure compliance with the terms of this Conservation Easement, Grantee has, at its expense, prepared baseline data consisting of photographs and other documentation summarized in Exhibit B and incorporated herein by reference as though set forth in full (the "Baseline Documentation") that the parties agree provide an accurate representation of the Protected Property as of the date of this Conservation Easement; and

H. Snohomish County, as the Grantee of this Conservation Easement, is a qualified holder of conservation easements under RCW 64.04.130; and

I. The Protected Property was purchased with funds provided, in part, by the County's Conservation Futures Program pursuant to RCW 84.34.200, RCW 84.34.210, RCW 84.34.220 and chapter 4.14 SCC, which authorizes Snohomish County to purchase real property for the purpose of protecting open space and timber land through restrictions on incompatible uses of the land.

NOW, THEREFORE, for and in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein and in payment of one dollar ($1.00) and other valuable consideration by Grantee, the receipt of which is hereby acknowledged by Grantor, and pursuant to the laws of the State of Washington, including chapters 64.04 and 84.34 of the Revised Code of Washington, the parties agree as follows:

I. **Grant.** Grantor hereby grants to the Grantee a perpetual Conservation Easement over, under, across and through the Protected Property, as described in Exhibit A attached hereto, to protect, preserve, maintain, improve, restore, limit future use of or otherwise conserve the Protected Property as open space pursuant to chapter 84.34 RCW.

II. **Purpose.** The purpose of this Conservation Easement is to assure that the Protected Property will be retained forever in its natural and open space condition and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values. Grantor intends that this Conservation Easement will confine the use of, or activity on, the Protected Property to such uses and activities that are consistent with this purpose. This statement of purpose is intended as a substantive provision of the Conservation Easement. Any ambiguity or uncertainty regarding the application of the provisions of this Conservation Easement will be resolved so as to further this purpose.

III. Rights of the Grantee. Grantor hereby conveys to the Grantee all rights necessary to accomplish the purpose of this Conservation Easement, including, without limitation, the following:

A. The right to protect, conserve, maintain, improve and restore the Conservation Values of the Protected Property.

B. The right to enter the Protected Property or allow Grantee's invitees or licensees to enter, at a reasonable time and upon prior written notice to the Grantor, for the following purposes (i) to make general inspection of the Protected Property to monitor compliance with this Conservation Easement; (ii) to protect, preserve, maintain, improve and restore the Conservation Values of the Protected Property; and (iii) to mitigate or terminate any violation or otherwise enforce the provisions of this Conservation Easement.

C. The right to enjoin any use of, or activity on, the Protected Property that is inconsistent with the purpose of this Conservation Easement, including trespasses by members of the public, and to require the restoration of such area or features of the Protected Property as may be damaged by uses or activities inconsistent with the provisions of this Conservation Easement, all in accordance with Section XI.

D. The right to enforce the terms of this Conservation Easement, consistent with Section XI.

E. The right to place a sign on the Protected Property which acknowledges this Conservation Easement, any conditions on access, and any funding contribution to the acquisition of the Conservation Easement.

The foregoing are rights, not obligations, and shall not create any third-party rights of enforcement.

IV. Permitted Uses and Activities.

A. Grantor reserves to itself, and to its successors and assigns all rights accruing from its ownership of the Protected Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not prohibited herein and are not inconsistent with the purpose of this Conservation Easement. In the event Grantor plans to undertake actions that could be inconsistent with the purpose of this Conservation Easement, Grantor shall provide Grantee written notice of such intent not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Easement. Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's notice. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action proposed would be inconsistent with the purpose of this Conservation Easement.

B. Any improvements to the Protected Property shall be limited to those which are passive in nature and meet the requirements and intent of RCW 84.34.200-220. Passive improvements include, but are not limited to, signs, trails, interpretive centers, viewpoints,

picnicking facilities, access, restrooms, playgrounds and restoration projects. Active recreational improvements are prohibited. Such improvements include, but are not limited to ball fields, use by motorized vehicles, swimming pools, and recreation centers.

C. Nothing herein precludes the Grantor from demolishing, removing, and remediating existing improvements on the property as of the date of this Conservation Easement.

V. Prohibited Uses and Activities. Neither Grantor nor its licensees or invitees shall use the Protected Property for any activity or purpose that is inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following activities are expressly prohibited in the Protected Property:

A. The placement or construction of any buildings, structures, improvements or equipment of any kind except as permitted in subsection IV. B;

B. The continuation, creation, expansion or intensification of any use or activity that is contrary to the purpose of this Conservation Easement or prohibited in this section;

C. Mining or extraction of soil, sand, gravel, oil, natural gas or other mineral, except for mining or extraction undertaken by the legal owner of mineral rights on and/or under the Protected Property, if the owner is an entity other than Grantor;

D. Dumping or accumulation of trash or refuse;

E. The use of motorized vehicles except for those necessary to conduct the uses permitted under this Conservation Easement; and

F. Any construction, expansion, repair or other development activity that would result in more than ten percent (10%) of the area of the Protected Property being covered with impervious surfaces, including, without limitation, asphalt, concrete, gravel, buildings, or ponds.

VI. Transfer of Property. The Grantor agrees to:

A. Incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, leasehold interests.

B. Describe the Conservation Easement in and append it to any contract for the transfer of any interest in the Protected Property.

C. Give written notice to the Grantee of the transfer of any interest in all or any portion of the Protected Property no later than forty-five (45) days prior to the date of such transfer. Such notice to the Grantee shall include the name, address and telephone number of the prospective transferee or the prospective transferee's representative.

D. Execute and record any and all necessary documents, as the County may require, to ensure the continuing validity and enforceability of this Conservation Easement regardless of the status of the transferee.

The failure of the Grantor to perform any act required by this subsection shall not impair the validity of this Conservation Easement or limit its enforceability.

VII. **Records, Inspections and Audits**. Grantor will keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The County may, at its sole discretion, inspect all books and records and other materials related to any matters covered by this Agreement and not otherwise privileged, belonging to Grantor or any contractor. Such books, records and other materials shall be made available for County inspection during regular business hours within a reasonable time of the request.

Grantor will preserve all records for a period of seven (7) years; PROVIDED, HOWEVER, that if Grantor proposed to dispose of any documents materially related to the Conservation Easement for a period less than seven (7) years, then Grantor will deliver the same to the County for disposition by the County.

Grantor acknowledges and agrees that its obligations under this Section VII will survive termination of this Agreement.

VIII. **Extinguishment.** This Conservation Easement may be terminated or extinguished, whether in whole or in part, only under one or more of the following circumstances:

A. By judicial determination, by a court having jurisdiction over the Conservation Easement, those circumstances have rendered the purpose of this Conservation Easement impossible to achieve.

B. In the event all or any of the Protected Property is taken by exercise of the power of eminent domain or acquired in lieu of condemnation, whether by public, corporate or other authority, except by the parties hereto.

IX. **Proceeds**. In the event of termination or extinguishment of this Conservation Easement, Grantee shall be compensated by Grantor for the fair market value of its interest in the Protected Property as determined by either a real estate appraiser licensed by the State of Washington or a court of competent jurisdiction.

X. **Transfer or Assignment of the Conservation Easement.** This Conservation Easement is transferable, but Grantee may assign its rights under this Conservation Easement only to an agency or organization that is authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250, or otherwise qualified at the time of transfer under §170(h) of the Internal Revenue Code of 1986. As a condition of such transfer, Grantee shall require that the transferee exercise its rights under the assignment consistent with the purpose of this Conservation Easement.

XI. **Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep, and maintenance of the Protected Property.

A. Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property.

B. Attorneys' fees and costs for enforcement. If the Grantee commences and successfully prosecutes an enforcement action pursuant to Section XI below, the Grantor shall pay all reasonable costs and expenses associated with the enforcement action, including but not limited to, reasonable attorneys' fees.

XII. Enforcement & Monitoring. Grantee shall have the authority to enforce the terms of this Conservation Easement. To exercise this authority and thereby further the purpose of this Conservation Easement, the Grantee shall have the following rights under this Conservation Easement, which are subject to the stated limitations:

A. Entry onto Protected Property with Reasonable Notice. If the Grantee has reason to believe that a violation of the terms of this Conservation Easement has occurred or is occurring, the Grantee shall have the right to enter the Protected Property, provided that reasonable advance notice is given to the Grantor, for the purpose of inspecting it for violations of any requirement set forth in this Conservation Easement. Additionally, the Grantee shall have the right to enter the Protected Property at least once a year, at a mutually agreed time for purposes of inspection and compliance monitoring regardless of whether Grantee has reason to believe that a violation of this Conservation Easement exists.

B. Enforcement Mechanisms and Remedial Measures. If the Grantee finds what it believes to be a violation of this Conservation Easement, it may, at its discretion, use any available legal or equitable remedy to secure compliance, including but not limited to seeking injunctive relief and/or specific performance requiring the Grantor to cease and desist all activity in violation of the terms of this Conservation Easement and to return the Protected Property to its condition prior to any violation(s). Except when an imminent violation could irreversibly diminish or impair the Conservation Values of the Protected Property, the Grantee shall give the Grantor written notice of the violation and thirty (30) days in which to take corrective action prior to commencing any legal action. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time or constitute a waiver of its rights. Grantee may use the Baseline Documentation as a basis for enforcing the provisions of this Conservation Easement but is not limited to the use of the Baseline Documentation to show a change of conditions.

C. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damages to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire.

D. Scope of Relief. Grantee's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this

section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

E. Costs of Enforcement. In the event Grantee must enforce the terms of this Conservation Easement, any costs of restoration necessitated by acts or omissions of Grantor, its agents, employees, contractors, invitees or licensees in violation of the terms of this Conservation Easement and Grantee's reasonable enforcement expenses, including reasonable attorneys' and consultants' fees and costs, shall be borne by Grantor, its successors or assigns.

F. Waiver of Defenses. Grantor acknowledges it has carefully reviewed this Conservation Easement and has consulted or had the opportunity to consult with counsel of its terms and requirements. In full knowledge of the provisions of this Conservation Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors or assigns under or pertaining to this Conservation Easement based upon waiver, laches, estoppel or prescription.

G. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle the Grantee to bring any action against Grantor to abate, correct or restore any condition in the Protected Property or to recover damages for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement or the like.

XIII. Hold Harmless. Grantor hereby agrees to release and hold harmless, indemnify and defend Grantee, its officers, elected and appointed officials, employees and agents (collectively "Indemnified Parties") from all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' and consultants' fees arising from or in any way connected with:

A. Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Protected Property that is not a consequence of an activity of the Indemnified Parties undertaken under the rights granted to Grantee under this Conservation Easement;

B. Violations or alleged violations of, or other failure to comply with, any federal, state or local law or regulation relating to pollutants or hazardous, toxic or dangerous substances or materials, including without limitation CERCLA (42 U.S.C. 9601 et seq.) and MTCA (Ch. 70.105D RCW), by any person other than any of the Indemnified Parties, in any way affecting, involving or relating to the Protected Property, unless such violations or alleged violations are due to the sole acts or omissions of any of the Indemnified Parties on the Protected Property;

C. The presence or release in, on, from or about the Protected Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement of any substance hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

XIV. Recordation. Grantee shall record this instrument in the Office of the Snohomish County Auditor and may re-record it at any time.

XV. Notices. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to another party under the terms of this Conservation Easement shall be in writing and either served at or mailed to:

Grantee:	Snohomish County Property Management 3000 Rockefeller Avenue, M/S #404 Everett, WA 98201 (425) 388-3400 Email: Carl.jorgensen@co.snohomish.wa.us
Grantor(s):	City of Lake Stevens Attn: Parks and Recreation Director 2306 131st Ave NE Lake Stevens, WA 98258 (425) 622-9450 sgarceau@lakestevenswa.gov

or to such other address as any party from time to time shall designate by written notice to others. Notices by electronic mail shall be valid upon receipt by the receiving party.

XVI. General Provisions.

A. Amendment. If circumstances arise under which an amendment to this Conservation Easement would be appropriate, the Grantor and Grantee may jointly amend this Conservation Easement by a written instrument to be recorded with the Snohomish County Auditor, provided that such an amendment does not diminish the effectiveness of this Conservation Easement in carrying out its purpose to permanently preserve and protect in perpetuity the Conservation Values of the Protected Property.

B. Controlling Law. The interpretation or performance of this Conservation Easement shall be governed by the laws of the State of Washington and the Laws of the United States. Any legal proceeding regarding this Conservation Easement shall be initiated in Snohomish County Superior Court.

C. Interpretation. This Conservation Easement shall be interpreted to resolve any ambiguities and questions of the validity of specific provisions to give maximum effect to its preservation purpose, as stated in Section II, above. If the Grantor has any doubt concerning the Conservation Easement, covenants, conditions, limitations or restrictions herein contained with respect to any particular use of the said Protected Property, it may submit a written request to the Grantee for consideration and approval of such use.

D. Definitions. Any masculine term used in this Conservation Easement shall include the female gender. The terms “Grantor” and “Grantee,” wherever used in this Conservation

Easement, and any pronouns used in their place, shall be held to mean and include respectively the above-named Grantor, its successors, and assigns, and the above-named Grantee, its successors and assigns.

E. Entire agreement. This Conservation Easement sets forth the entire agreement of the parties with respect to the issues addressed herein and supersedes all prior discussions, negotiations, understandings, or agreements relating to these issues, all of which are merged herein.

F. No forfeiture. Nothing in this Conservation Easement shall result in a forfeiture or revision of Grantor's title in any respect.

G. Successors. As stated in the above recitals, all covenants, terms, conditions, and restrictions of this Conservation Easement shall run with the land and be binding upon, and inure to the benefit of, the parties hereto and their respective successors, assigns, agents, employees, tenants and occupants in perpetuity.

H. Severability. If any portion of this Conservation Easement is declared unlawful or invalid, the remainder of the Conservation Easement shall remain in full force and effect.

I. Authority of signatories. The individuals executing this Conservation Easement warrant and represent that they are duly authorized to execute and deliver this Conservation Easement.

J. No merger. If Grantee at some future time acquires the underlying fee title in the Protected Property, the interest conveyed by this Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

XVII. Environmental Compliance.

A. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge, Grantor and the Protected Property are in compliance with all federal, state and local laws, regulations and requirements applicable to the Protected Property and its use, including without limitation all federal, state and local environmental laws, regulations and requirements.

B. Grantor further represents and warrants that there has been no release, dumping, burying, abandonment or migration from offsite onto the Property of any substances, materials or wastes that are hazardous, toxic, dangerous or harmful or are designated as, or contain components that are subject to regulation as hazardous, toxic, dangerous or harmful by any federal, state or local law, regulation, statute or ordinance. There is no pending or threatened litigation affecting the Property or any portion of the Property that will materially impair the Conservation Values. No civil or criminal proceedings have been instigated or are pending against Grantor or its predecessors by government agencies or third parties arising out of alleged violations of environmental laws, and neither Grantor nor its predecessors in interest have received any notice of violation, penalties, claims, demand letters or other notifications relating to a breach of environmental laws.

C. Remediation. If at any time there occurs or has occurred a release in, on or about the Property of any substances now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by the Grantee, in which case Grantee shall be responsible for remediation.

TO HAVE AND TO HOLD unto GRANTEE SNOHOMISH COUNTY, its respective successors and assigns forever.

IN WITNESS WHEREOF the parties have, by their authorized officers, set their own hands as of the day and year first stated above.

GRANTOR:

City of Lake Stevens

_____
By: Brett Gailey
Its: Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I, _____ certify that I know or have satisfactory evidence that Michelle Connor is the person who appeared before me, and said person acknowledged that he signed this instrument; on oath stated that he was authorized to execute the instrument; and acknowledged it, as the Mayor of the City of Lake Stevens, the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2025.

_____
Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission Expires: _____.

ACCEPTED BY GRANTEE:

On _____, 2025

GRANTEE:

SNOHOMISH COUNTY

_____
By: Carl Jorgensen
Its: Property Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I, _____ certify that I know or have satisfactory evidence that Carl Jorgensen is the person who appeared before me, and said person acknowledged that he signed this instrument; on oath stated that he was authorized to execute the instrument; and acknowledged it, as the Property Officer of Snohomish County, the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission Expires: _____.

EXHIBIT A

PARCEL E: TAX ACCOUNT NO.: 29052600101500

The West half of the Northeast quarter of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT ROADS.

PARCEL F: TAX ACCOUNT NO.: 29052600104200

The East 150 feet of the North 184 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet for road.

PARCEL G: TAX ACCOUNT NO.: 29052600101200

The East 150 feet of the North half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 184 feet thereof;

AND TOGETHER WITH the West 60 feet of the East 210 feet of the North 244 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet for road.

ALL SITUATE in the County of Snohomish, State of Washington.

Exhibit B

BASELINE SITE ASSESSMENT
Conservation Futures Program

Property
Cavalero Hill Park

Grantor
City of Lake Stevens, a Washington municipal corporation
2306 131st Avenue NE
Lake Stevens, WA 98258

Grantee
Snohomish County, a political subdivision of the State of Washington
Conservation Futures Program

Legal Description:

PARCEL E: TAX ACCOUNT NO.: 29052600101500

The West half of the Northeast quarter of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT ROADS.

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EXCEPT the North 30 feet for road.

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EXCEPT the North 184 feet thereof;

AND TOGETHER WITH the West 60 feet of the East 210 feet of the North 244 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet for road.

ALL SITUATE in the County of Snohomish, State of Washington.

CURRENT CONDITIONS

The Cavalero Hill Park (the "Park") is accessed by 20th Street SE just east of SR 2 in Lake Stevens, Washington. The Park has extensive wetland buffers along the westerly border along with a skate park and parking area along the northeast border. on neighboring forestland with no plans for harvest or recreation.

I. PROPERTY DATA

A. Structures (residential, commercial, agricultural, historic)

Skating facility that includes jumping ramps and level surfaces
Parking area for park users

B. Access Roads and/or Road Frontage

20th Street SE

C. Percentage & Type of Impervious Surfaces (note: gravel is considered impervious)

85% approximately

D. Utilities (power, water, gas, sewer/septic, storm water)

Not Applicable

E. Other Site Improvements

Not Applicable

F. Easements (road, utility, trail, agricultural, other)

Easement and the terms and conditions thereof recorded under Instrument No. 2342736.

Option for Easement, and the terms and conditions thereof as more fully set forth in the instrument recorded July 14,1987, as Document No. 8707140628.

Easement and the terms and conditions thereof recorded under Instrument No. 9108060036.

Easement and the terms and conditions thereof recorded under Instrument No. 9108060040.

Easement as more fully set forth in the instrument recorded August 6, 1991, as Document No. 9108060075.

Easement granted as more fully set forth in the instrument recorded February 17, 1994, as Document No. 9407140628.

Easement granted to Everett as more fully set forth in the instrument recorded February 17, 1994, as Document No. 9408060036.

Ordinance No. 95-055 and the terms and conditions thereof recorded under Instrument No. 9602290317.

Special Use and Temporary Construction Permit as more fully set forth in the instrument recorded August 23, 2006, as Document No. 200608230298 and amended under Document No. 200610190566.

G. Present Use/Proposed Future Use(s)

Passive recreational such as skating, picnicking and hiking.

H. Mineral Rights and/or Water Rights Held by Property Owner and/or Others

None

I. Critical Areas

Wetlands Habitat Area along westerly boundary of the Park.

J. Existing Critical Areas Protection Areas and/or Native Growth Protection Areas (attach a copy of any documentation, e.g. Critical Areas Site Plan)

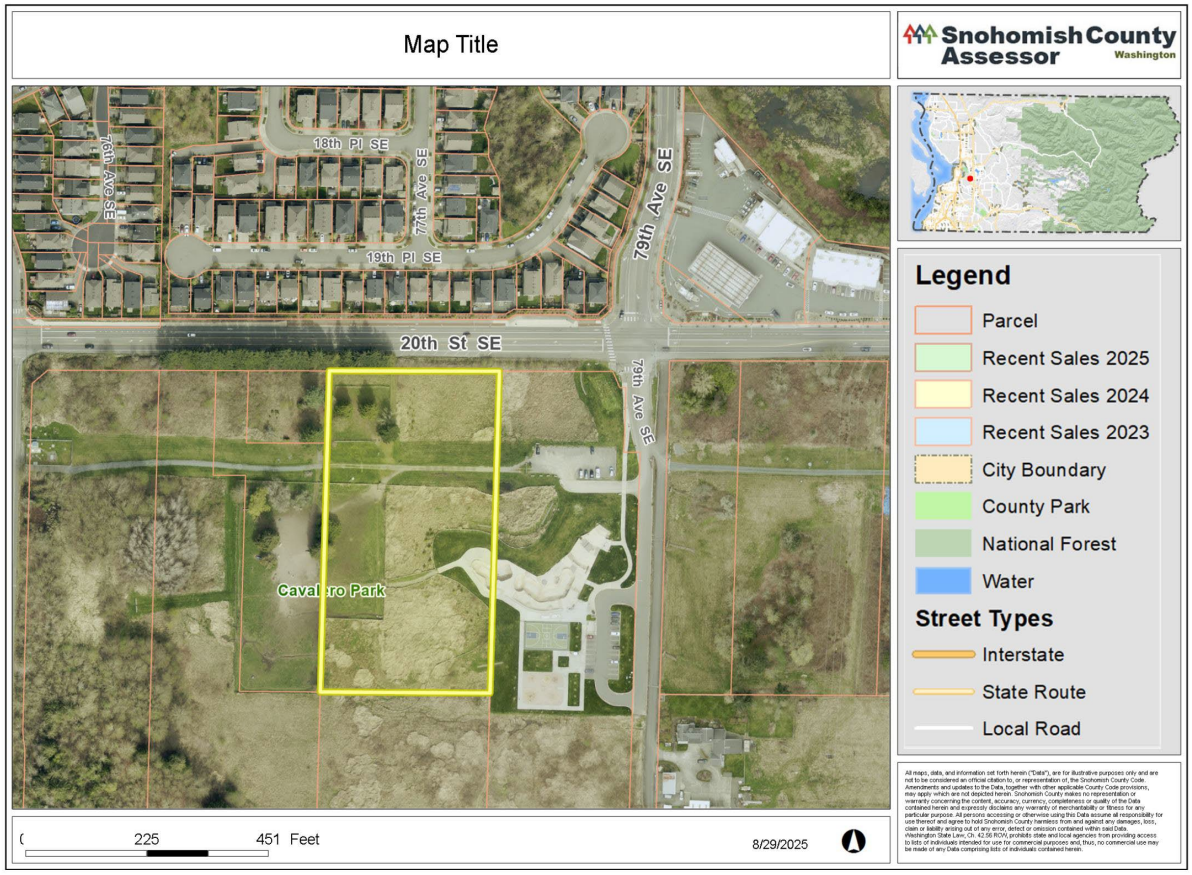
None

K. Historic Site Features (Other than Structures)

None

II. GRAPHIC DOCUMENATION OF CURRENT SITE CONDITIONS

A. High resolution aerial photo showing outline of acquisition area.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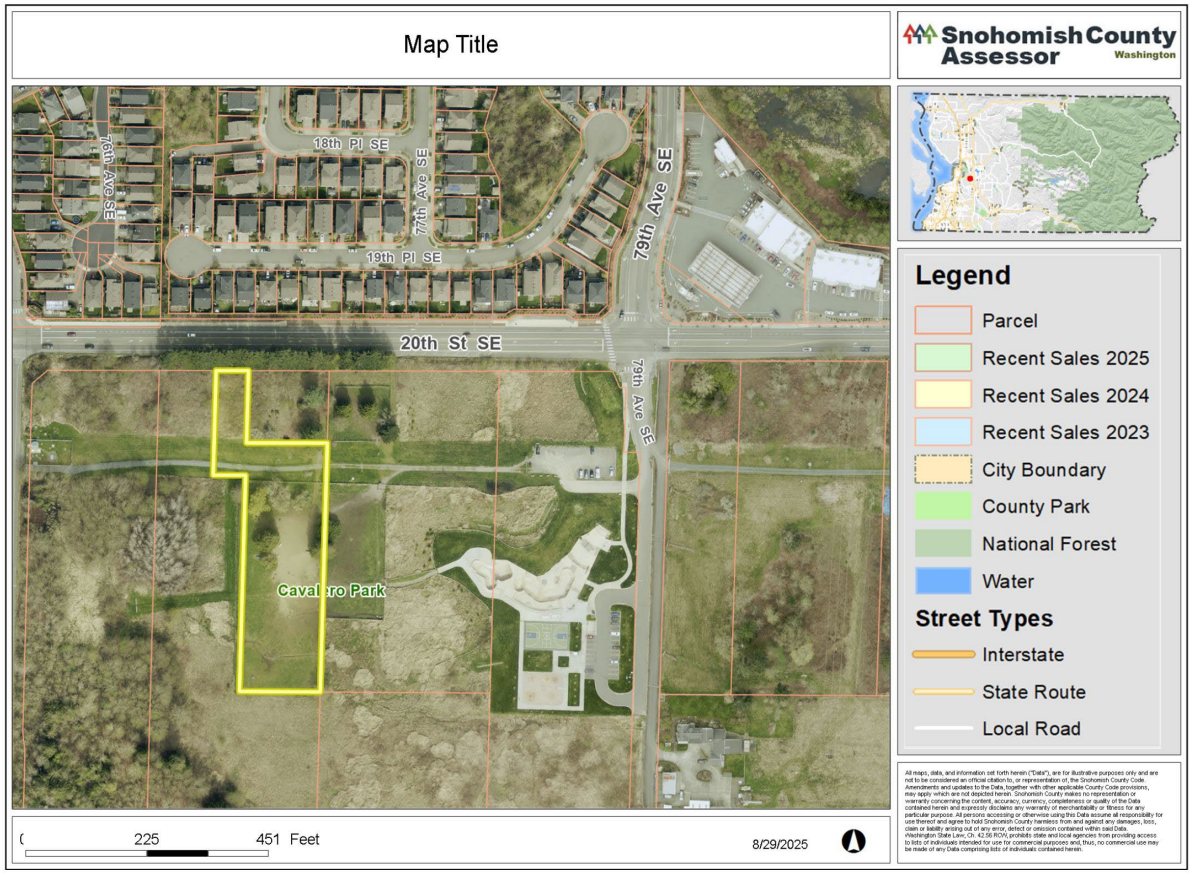
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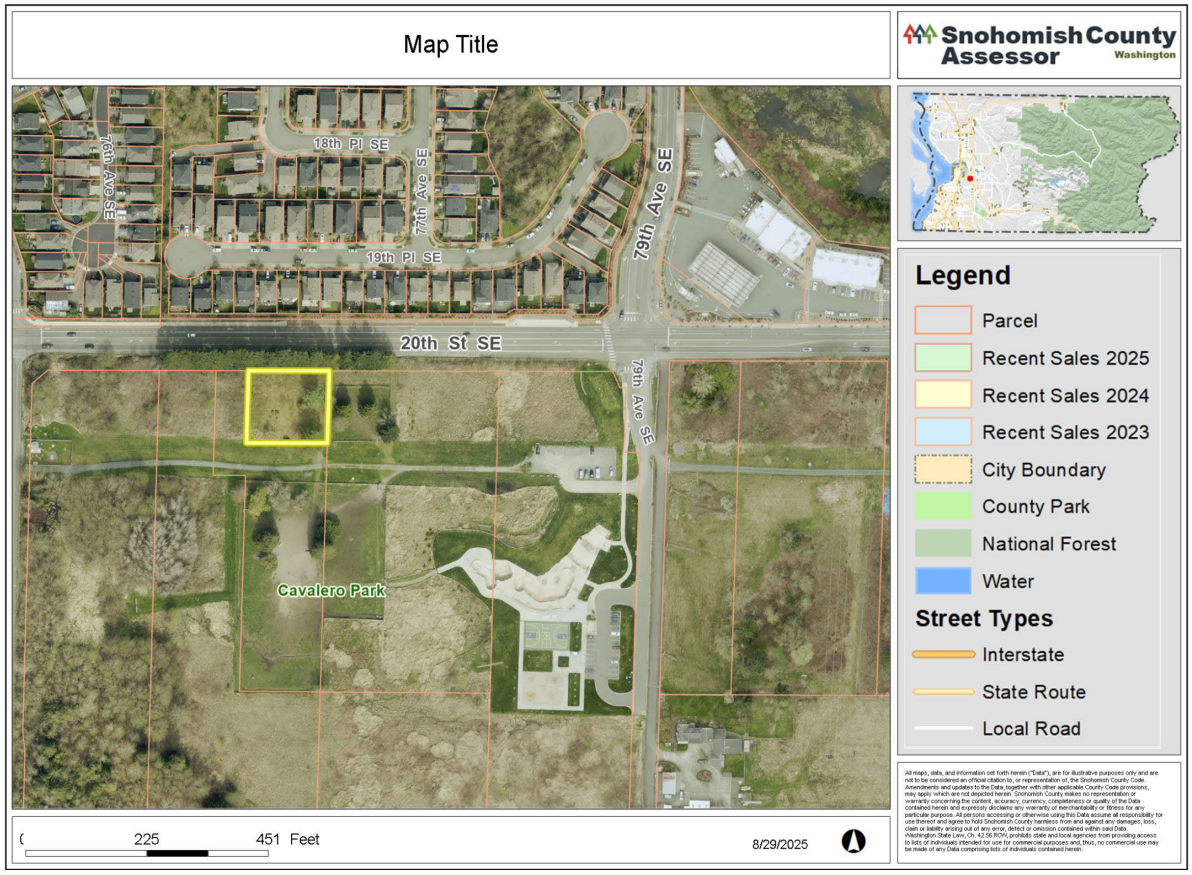
451 Feet
8/29/2025


Map Title
Snohomish County Assessor
Washington
18th Pl SE
76th Ave SE
77th Ave SE
19th Pl SE
79th Ave SE
20th St SE
Cavalero Park
Legend
Parcel
Recent Sales 2025
Recent Sales 2024
Recent Sales 2023
City Boundary
County Park
National Forest
Water
Street Types
Interstate
State Route
Local Road
225
451 Feet
8/29/2025

CITY COUNCIL STAFF REPORT

Agenda Date: 9/23/2025

Subject: Second Biennium Grant Funding Contract with Department of Commerce for Salmonid Basins Plan

Contact Person/Department: Olin Anderson, Shannon Farrant, Public Works

Budget Impact: $202,530.00 in grant funds from the Department of Commerce

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:
Authorize the Mayor to sign the second biennium grant funding contract with the Department of Commerce for the amount of $202,530 to support the Salmonid Basins Plan project.

SUMMARY/BACKGROUND:
In 2024, the City was awarded $247,339 through the Department of Commerce to support the development of the Salmonid Basins plan. The funding allocation was split over two state biennium budgets. The first contract with Commerce to access $44,809 in grant funding was executed on October 3, 2024 and ended on June 15, 2025. The contract included in this packet is for the remaining award funds in the second biennium budget. The City executed a contract with Herrera Environmental Consultants on February 27, 2025 in the amount of $247,299 to create the plan. The total grant award through commerce (over both biennia) is $247,339, and the City is expected to provide $29,262 in match funds, which is evaluated as staff time contributed to the project.

Minor revisions to this contract, compared to the contract executed for the first phase of the project, allow for greater flexibility in adjusting the fund allocation between project tasks without a contract modification. This contract has been reviewed by the City's legal council and has been approved by the Department of Commerce.

The Salmonid Basins Plan aims to guide watershed-wide management with a focus on protecting and restoring salmonid (i.e., salmon and trout) habitats. The plan focuses on

a GIS-based analysis of stormwater, tree canopy, surface water quality, and land use. It will identify salmon habitat conditions, map drainage basins, assess stormwater infrastructure needs, shape relevant language for integration into the City's Comprehensive Plan, and ensure compliance with NPDES Phase II stormwater permit requirements. Overall, the project seeks to balance the city's economic growth with the preservation of water quality and salmonid resilience in an evolving landscape.

The Lake Stevens Plan for Salmonid Basins is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

APPLICABLE CITY POLICIES:

302. Comprehensive Procurement Policy

ATTACHMENTS:

1. 2nd Biennium Commerce Salmon Recovery Grant Contract-unsigned

Grant Agreement with

City of Lake Stevens

through

Growth Management Services

Grant Number:
26-63117-003

For

Lake Stevens Plan for Salmonid Basins: A watershed management plan for the City's basins proposing coordination with comprehensive plan elements, 2025-2027 Biennium

Dated: Tuesday, July 1, 2025

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COMMERCE RESERVES THE RIGHT TO EXTEND THIS CONTRACT FOR UP TO TWO CONTRACT YEARS. ALL AMENDMENTS UNDER THIS CONTRACT ARE SUBJECT TO FUNDING AVAILABILITY FOR THE GIVEN CONTRACT PERIOD. IF STATE FUNDING UNDER THE CLIMATE COMMITMENT ACT IS NOT CONTINUED, COMMERCE, AT ITS SOLE DISCRETION, MAY AMEND THE CONTRACT TO TRANSFER THE SCOPE OF WORK INTO FUNDS THAT WILL FACILITATE THE PARTIAL OR FULL COMPLETION OF THE CONTRACT. 8

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ATTACHMENT A: SCOPE OF WORK 19

THE STEPS AND DELIVERABLES ARE SPLIT UP BASED ON THE WASHINGTON STATE BIENNIAL BUDGET CYCLE. THE FIRST SET OF ACTION ITEMS AND DELIVERABLES (WITH SUFFIX A) ALIGNS WITH THE 2023-2025 BIENNIUM AND INCLUDES WORK WAS COMPLETED PRIOR TO JUNE 30, 2025 UNDER CONTRACT 24-63341-03. 19

THE SECOND SET OF STEPS AND DELIVERABLES (WITH SUFFIX B) ALIGNS WITH THE 2025-2027 BIENNIUM AND INCLUDES WORK COVERED UNDER THIS CONTRACT THAT WILL BE PERFORMED AND DELIVERABLES SUBMITTED PRIOR TO JUNE 30, 2027. 19

THE FULL SCOPE OF WORK WAS PART OF A COMPETITIVE GRANT PROCESS AND WAS AWARDED FUNDS BASED ON FUNDING THE ENTIRETY OF THE SCOPE OF WORK. 19

OBJECTIVE: PREPARE A WATERSHED MANAGEMENT PLAN THAT INTEGRATES DRAINAGE BASIN ISSUES WITH PLANNED ELEMENTS OF THE LAKE STEVENS COMPREHENSIVE PLAN TO PROTECT AND RESTORE SALMON HABITAT IN CITY PLANNING DECISIONS WITH PLANNING MAPS, GOALS, AND OBJECTIVES TO IMPROVE HABITAT ASSOCIATED WITH EACH RELEVANT COMPREHENSIVE PLAN SECTION. 19

THE FIRST SET OF STEPS AND DELIVERABLES DESCRIBED BELOW WAS COVERED UNDER CONTRACT 24-63341-03. 19

ATTACHMENT B: BUDGET 26

Face Sheet

Grant Number: 26-63117-003

Washington State Department of Commerce
Local Government Division
Growth Management Services
Salmon Recovery through Local Planning Grant

1. Grantee	**2. Grantee Doing Business As (as applicable)**
City of Lake Stevens PO Box 257 1812 Main St, Lake Stevens, WA 98258	n/a n/a n/a n/a
3. Grantee Representative Shannon Farrant Surface Water Manager 425-622-9442 sfarrant@lakestevenswa.gov	**4. COMMERCE Representative** Angela San Filippo Ecosystem Services Manager (564) 233-9522 Angela.sanfilippo@commerce.wa.gov 1011 Plum Street SE PO Box 42525 Olympia, WA 98501

5. Grant Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
$202,530	**Federal:** ☐ **State:** ☒ **Other:** ☐ **N/A:** ☐	July 1, 2025	June 30, 2027

9. Federal Funds (as applicable)	**Federal Agency:**	**ALN**
n/a	n/a	

10. Tax ID #	**11. SWV #**	**12. UBI #**	**13. UEI #**
91-6018875	SWV0032526-01	600-589-299	H5SEGSJMDB47

14. Grant Purpose
Support the preparation of a watershed management plan that integrates basin issues with planned elements of the Lake Stevens Comprehensive Plan to protect and restore salmon habitat in city planning decisions.

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget

FOR GRANTEE	**FOR COMMERCE**
Brett Gailey, Mayor	Mark K. Barkley, Assistant Director
Signature	Date
Date	**APPROVED AS TO FORM ONLY** **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

Special Terms and Conditions

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement, or reference a link which contains this language if space is not available:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at CCA brand toolkit, including:

A. Any project related website or webpage that includes logos from other funding partners;
B. Any publication materials that include logos from other funding partners;
C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
D. Any equipment purchased with CCA funding through a generally visible decal.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed $202,530 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the terms of the Scope of Work and Budget.

EXPENSES
Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed $ 0.00, which amount is included in the Grant total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number 26-63117-003. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.
The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

Grant Timeline
COMMERCE will pay the Grantee for costs incurred beginning July 1, 2025, for services and COMMERCE will reimburse the Grantee beginning July 1, 2025, for costs paid performing work as described under this Agreement.

Allowable expenses for the performance of work and submission of completed deliverables to COMMERCE are eligible for reimbursement under this Contract from July 1, 2025, cost date listed above, through June 30, 2027, end date listed on the Face Sheet, subject to reimbursement requirements stated herein. Commerce shall not reimburse Grantee expenses for activities outside this period.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of Budget

A. Notwithstanding any other provision of this contract, the Grantee may, at its sole discretion, make modifications to the line items in the Budget (Attachment B) that will not increase the line item by more than fifteen percent (15%).

B. The Grantee shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B) that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under

this contract that would cause one or more budget line items to exceed the fifteen percent (15%) threshold increase described above.

C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.

D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBGRANTEE DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees and the portion of Grant funds expended for work performed by subgrantees, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees. “Subgrantees” shall mean subgrantees of any tier.

6. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall provide COMMERCE thirty (30) calendar days’ advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit a certificate of insurance to COMMERCE which outlines the coverage and limits defined in this insurance section within fifteen (15) calendar days of a written request by COMMERCE. The certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days’ advance written notice of cancellation. During the term of this Contract, if requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

DO NOT send insurance certificates to COMMERCE unless requested by COMMERCE. Any certificates received by mail will be returned to sender unless the certificate identifies the contract number, contract manager name, and/or program name to which it applies.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than $1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Cyber Liability Insurance: The Contractor shall maintain Cyber Liability Insurance. The Contractor shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

A. The amount of fidelity coverage secured pursuant to this Grant shall be $100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.

B. Subgrantees that receive $10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.

7. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. PERIOD OF PERFORMANCE

COMMERCE reserves the right to extend this contract for up to two contract years. All amendments under this contract are subject to funding availability for the given contract period. If state funding under the Climate Commitment Act is not continued, COMMERCE, at its sole discretion, may amend the contract to transfer the scope of work into funds that will facilitate the partial or full completion of the contract.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.

D. "Grantee" or "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "State" shall mean the state of Washington.

G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" mean subgrantee/subcontractor(s) in any tier.

H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

10. CONFLICT OF INTEREST

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

A. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

B. If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

11. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

12. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

13. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

15. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subgrantees, agents, or employees.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

17. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

18. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

19. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

20. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

21. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Agreement, the GRANTEE, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: GRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time , which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 25 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

22. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

23. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

24. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount

to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

26. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

31. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBGRANTING/SUBCONTRACTING

The Grantee may only subgrant/subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting/subcontracting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants/subcontract and records related to subgrants/subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting/subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from

subgranting/subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant/subcontract.

Every subgrant/subcontract shall bind the Subgrantee/Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee/Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee/Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant/subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee/Subcontractor's performance of the subgrant/subcontract.

33. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

35. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

A. Stop work under the Grant on the date, and to the extent specified, in the notice;

B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.

B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the

Grantee to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

The steps and deliverables are split up based on the Washington State biennial budget cycle. The first set of action items and deliverables (with suffix A) aligns with the 2023-2025 biennium and includes work was completed prior to June 30, 2025 under contract 24-63341-03.

The second set of steps and deliverables (with suffix B) aligns with the 2025-2027 biennium and includes work covered under this contract that will be performed and deliverables submitted prior to June 30, 2027.

The full scope of work was part of a competitive grant process and was awarded funds based on funding the entirety of the scope of work.

Objective: Prepare a watershed management plan that integrates drainage basin issues with planned elements of the Lake Stevens Comprehensive Plan to protect and restore salmon habitat in city planning decisions with planning maps, goals, and objectives to improve habitat associated with each relevant comprehensive plan section.

The first set of steps and deliverables described below was covered under contract 24-63341-03.

Steps/Deliverables	Description	Start Date	End Date
Component 1.1: Initiate grant, refine scope of work, and gain a contractual partner to execute the work.			
Step 1.1	Administer grant through establishing a grant agreement with Commerce.	July 2024	September 2024
Step 1.2	Based on revised project charter, issue project RFP to seek a consultant.	September 2024	October 2024
Step 1.3	Review consultant offerings and execute a contract	November 2024	November 2024
Deliverable 1.1.1-A	**Executed Grant agreement, Project RFP, and execute a contract with a consultant in a short progress report provided to Commerce.**		December 2024, **due June 15, 2025**
Component 1.2: Finalize project charter.			
Step 1	Convene internal team members and participating jurisdictions to review funding, scope, and targets to refine the draft project charter. Formalize partner participation	August 2024	September 2024

	with memorandums of understanding.		
Deliverable 1.2.1-A	**Provide a list of involved internal staff, and project participation agreements from outside agencies**.		September 2024, **due June 15 2025**
Step 2	Prepare draft project charter and follow City project management policies for initiation.	August 2024	September 2024
Deliverable 1.2.2-A	**A concise project Charter that coordinates the grant award and with internal and external agreements on execution.**		October 2024, **due June 15 2025**
Component 1.3: Gather preliminary data and models targeted to support Phase 1 & 2			
Step 1.1	Review potential data sources and acquire data sets.	January 2025	March 2025
Step 1.2	Review applicable modeling tools and refine scope of modeling approach.	January 2025	April 2025
Deliverable 1.3.1-A	**A summary report of preliminary results for available data and models that were identified and collected for use in the project to provide a short progress report of the project direction.**		April 2025, **due June 15 2025**
Component 1.4: Conduct community research, refine outreach methods, conduct outreach, and evaluate.			
Step 1	Refine characterization, distribution, and priority of outreach targets, such as community at large, communities of special concern, and communities with vested interest. Identify outreach ambassadors, build websites, and research implementation methods.	February 2025	June 2025
Deliverable 1.4.1-A	**Provide an outreach plan with list of engaged community and interest groups, key communicators, and engagement activities that would be targeting underserved communities.**		June 2025, **Due June 2025**

Component 1.5: Baseline data analysis, development, illustration, and interpretation.			
Step 1	Review preliminary data and data needs of models (including habitat, species, and climate models to detect resiliency of salmonid ecosystem), conduct gap analysis, and determine potential data collection or enhancement methods.	April 2025	June 2025
Deliverable 1.5.1-A	**Summarize data acquired in a table, listing models to be utilized in a memo with rationale, and provide a plan for resolution of known data gaps.**		June 2025, **due June 15, 2025**
Component 1.7: Track funding expenditure and review contractor deliverables.			
Step 1	Establish and confirm project expenditure tracking methods. Demonstrate tracking and link of funds spent on project steps including an estimate of support activities by City and other partners.	July 2024	September 2024
Deliverable 1.7.1-A	**Summary report of communication with Commerce regarding acceptable tracking documents.**		September 2024, **due June 15, 2025**
Step 2	Track and link funds spent to progress on project steps, including an estimate of support activities by City and other partners.	October 2024	December 2024
Deliverable 1.7.2-A	**Tabular summary and description of funds spent through December 31, 2024 to provide transparency in tracking grant-related expenditures.**		January 2025, **due June 15, 2025**
Step 3	Track and link funds spent to progress on project steps, including an estimate of support activities by City and other partners.	January 2024	June 2025
Deliverable 1.7.3-A	**Tabular summary and description of funds spent in**		**due June 15, 2025**

	first biennium to provide transparency in tracking grant-related expenditures.		

The second set of steps and deliverables described below is covered under this contract.

Steps/Deliverables	Description	Start Date	End Date
Component 1.4: Conduct community research, refine outreach methods, conduct outreach, and evaluate.			
Step 2	Outreach initiation with messaging, kick off meeting, and City council presentation.	July 2025	September 2025
Deliverable 1.4.2-B	**Summary report of messaging and meeting attendance.**		October 2025, **Due June 2027**
Step 3	Feedback processing, progress messaging, and demonstrate responsiveness in real-time/social media. Ongoing website updates.	August 2025	April 2027
Deliverable 1.4.3-B	**Provide summary of feedback, website updates, and social media activities.**		May 2027 **Due June 2027**
Step 4.1	Hold significant project progress update meeting and targeted outreach presentations. Updated social media experience and project website.	January 2026	September 2026
Step 4.2	Draft final report presentation interactive-based ArcGIS Storymap format on website.	October 2026	April 2027
Deliverable 1.4.4-B	**Project Outreach Report as written document for inclusion in final digital report as attachment with significant materials, describing attendance, web activity, effectiveness, and outcomes.**		May 2027, **due June 15, 2027**
Component 1.5: Baseline data analysis, development, illustration, and interpretation.			
Step 2.1	Capture additional data with adaptation of GIS sources and refine data inputs. Data supportive of climate resiliency is a significant component. Prepare maps of	August 2025	February 2026

	complete data sets and format data for use in models.		
Step 2.2	Prepare maps of existing condition data and interpret for purposes of generalized planning needs and opportunities. Clarify geographic relationships between City and adjoining jurisdiction infrastructure and comprehensive plans elements.	September 2025	June 2026
Deliverable 1.5.2-B	**Data subject maps and interpretive planning maps, multi-jurisdiction comprehensive plan maps, combined infrastructure system maps. Note related public comments.**		April 2026, **Due June 2027**
Step 3	Conduct needs and opportunities analysis to identify how salmonid habitat needs and water quality improvement may fit within applicable comprehensive plan goals, objectives, and elements; or municipal code titles; review internally, and share for feedback.	February 2026	August 2026
Deliverable 1.5.3-B	**Summarize existing conditions and map areas of potential conflict, provide language that supports salmonid habitat, and identify needs comprehensive plans or ordinances with several scenarios for potential responses in planning.**		August 2026, **due June 15, 2027**
Component 1.6: Prepare run of models to test concept and determine needs.			
Step 1.1	With substantially complete model inputs, set up and load the model to determine functionality.	May 2026	October 2026
Step 1.2	Prepare model outputs for communicating levels of success, including climate resiliency, provide means for interpretation and suggestions for future steps.	July 2026	February 2027
Deliverable 1.6.1-B	**Summary report of data from model runs, with figures of outputs, and scoring for**		March 2027, **due June 15, 2027**

	salmonid habitat scenarios to demonstrate potential model effectiveness and levels of refinement that may be needed for future work preparing suggested GSI project locations.		
Component 1.7: Track funding expenditure and review contractor deliverables.			
Step 4	Track and link funds spent to progress on project steps, including an estimate of support activities by City and other partners.	June 2025	December 2025
Deliverable 1.7.4-B	**Tabular summary and description of funds spent through December 31, 2025 to provide transparency in tracking grant-related expenditures.**		January 2026, **due June 15, 2027**
Step 5	Track and link funds spent to progress on project steps, including an estimate of support activities by City and other partners.	January 2026	June 2026
Deliverable 1.7.5-B	**Tabular summary and description of funds spent through June 15, 2026 to provide transparency in tracking grant-related expenditures.**		June 2026, **due June 15, 2027**
Step 6	Track and link funds spent to progress on project steps, including an estimate of support activities by City and other partners.	June 2026	December 2026
Deliverable 1.7.6-B	**Tabular summary and description of funds spent in through December 31, 2026 to provide transparency in tracking grant-related expenditures.**		January 2027, **due June 15, 2027**
Step 7	Track and link funds spent to progress on project steps, including an estimate of support	January 2027	June 2027

	activities by City and other partners.		
Deliverable 1.7.7-B	**Tabular summary and description of funds spent through June 15, 2027 to provide transparency in tracking grant-related expenditures.**		June 2027, **due June 15, 2027**
Component 1.8: Prepare a final report of the project			
Step 1.1	Convene internal and external partners in preparing a draft final report.	May 2026	June 2026
Step 1.2	Propose key themes and concepts for plan updates and regional basin coordination.	June 2026	August 2026
Step 1.3	Utilize data, maps, figures, and language previously prepared for the project to concisely propose salmonid habitat issues to address in a plan. Previous reports may be appendices.	August 2026	November 2026
Step 1.4	Incorporating internal and external partner feedback, and reflecting the public response in meetings, prepare a final report for review by partners. Include emerging results from model runs as a next steps discussion.	November 2026	April 2027
Deliverable 1.8.1-B	**Final report (Lake Stevens Plan for Salmonid Basins) which will clarify accomplishments, lessons learned, and presenting results from preliminary model runs along with outreach efforts. As an appendix will be draft suggested code or comprehensive plan text or subject content modifications.**		May 2027, **due June 15, 2027**

Attachment B: Budget

Consistent with the scope of work, the budget is split into deliverables based on the Washington State biennial budget cycle. The first set of deliverables aligns with the 2023-2025 biennium and includes deliverables that were completed prior to June 30, 2025, and covered under contract 24-63341-003.

The second set of deliverables aligns with the 2025-2027 biennium and includes deliverables covered under this contract that will be completed prior to June 30, 2027.

Deliverable	Short Description	Grant funded	City funded	Project Cost
1.1.1-A	Executed grant agreement, project RFP, and progress report	$0	$1,782	$1,782
1.2.1-A	List of project team members and participation agreements	$0	$680	$680
1.2.2-A	A concise project Charter	$0	$1,300	$1,300
1.3.1-A	A summary report of preliminary results for available data and models	$20,450	$2,520	$22,970
1.4.1-A	Public outreach plan	$5,476	$1,200	$6,676
1.5.1-A	Summarize data acquired in a table, listing models to be utilized in a memo with rationale, and provide a plan for resolution of known data gaps.	$15,596	$940	$16,536
1.7.1-A	Documentation of acceptable tracking methods	$0	$1,410	$1,410
1.7.2-A	Tabular summary and description of funds spent through December 31, 2024	$0	$125	$125
1.7.3-A	Tabular summary and description of funds spent through June 15, 2025	$3,217	$125	$2,242
2023-2025 TOTAL		**$44,739**	**$10,082**	**$54,821**

The following deliverables are covered under this contract.

Deliverable	Short Description	Grant funded	City funded	Project Cost
1.4.2-B	Summary report of messaging and meeting attendance.	$1,934	$900	$2,834
1.4.3-B	Provide summary report of feedback, website updates, and social media activities.	$4,500	$1,600	$6,100
1.4.4-B	Project Outreach Report	$6,174	$2,420	$8,594
1.5.2-B	Maps and related public comments.	$35,745	$2,150	$37,895
1.5.3-B	Map analysis, conflict identification, and salmonid planning scenarios.	$40,966	$2,850	$43,816
1.6.1-B	Summary report of data from model runs, with figures of outputs	$57,235	$2,700	$59,935
1.7.4-B	Tabular summary and description of funds spent through December 31, 2025	$4,497	$125	$4,622
1.7.5-B	Tabular summary and description of funds spent through June 15, 2026	$4,497	$125	$4,622
1.7.6-B	Tabular summary and description of funds spent through December 31, 2026	$4,497	$125	$4,622
1.7.7-B	Tabular summary and description of funds spent through June 15, 2027	$4,497	$125	$4,622
1.8.1-B	Final report – Lake Stevens Plan for Salmonid Basins with appendices	$37,988	$5,760	$43,748
Reimbursable	Travel	$0	$300	$300
2025-2027 Total		**$202,530**	**$19,180**	**$221,710**

CITY COUNCIL STAFF REPORT

Agenda Date: 9/23/2025

Subject: Bayview Phase 1 Design - Professional Services Agreement with MacLeod Reckord, PLLC

Contact Person/Department: Jill Meis, Parks Department

Budget Impact: $639,694.87 - $500,000 grant from Commerce = $139,694.87 budget impact

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:
Authorize the Mayor to sign a PSA with MacLeod Reckord for design of Phase 1 of Bayview Trail

SUMMARY/BACKGROUND:
Staff from Lake Stevens and Marysville began working together with a consultant on a 30% design for the Bayview Connector Trail corridor in 2021. This trail will add approximately five miles of recreational trails and connect the two cities at its completion. Work on this project included critical area reconnaissance and other field work necessary to select a preferred alignment for the trail within the utility corridor. In 2024, at the completion of this project, the city received a phasing plan and a preferred alignment as well as preliminary reports from stormwater, geotechnical, cultural resources and traffic .

In early 2025, the city opened phase 0 of the Bayview Trail that spans from 20th Street SE to 12th Street SE. Construction of phase .5 from 12th Street SE to 8th Street SE will begin shortly.

This project continues the efforts by planning Phase 1 (shown in attachment), from 8th Street SE to Hwy 204, including developing the 30% designs to a 100% bid ready package in order to move to construction. Acquisition of easements that are necessary to construct the trail is included in this work. Although the cost for this work is nearly

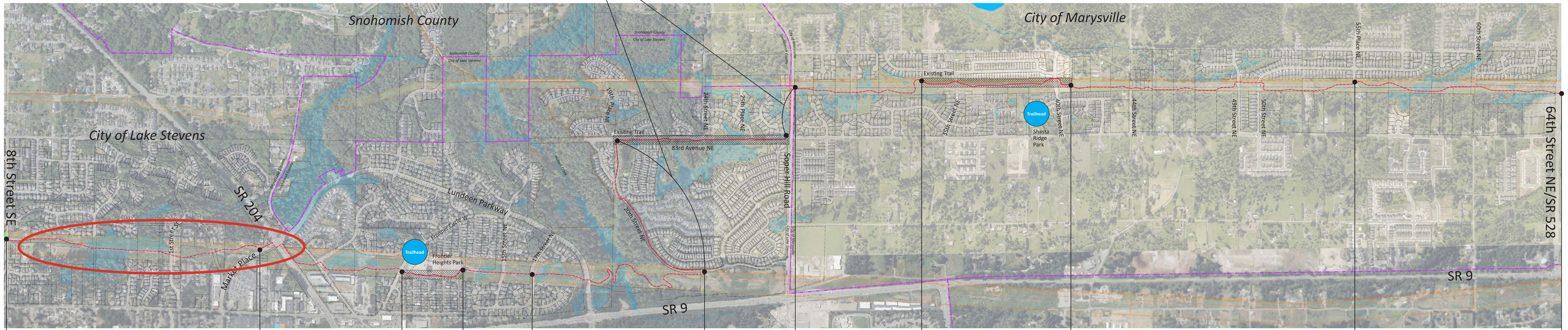
$640,000, the City applied for and was awarded $500,000 from the legislature this year for this Phase 1 planning project. The city has budgeted $500,000 for the project in 2025 but anticipates approximately $140,000 in costs after the state funds are applied.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 2024.05.07 Bayview Trail Phasing Diagram showing phase 1
2. PSA w attachments MacLeod Reckord

Phase 4 (3400 feet)
Lake Stevens



Phase 1 (4000 feet)
Lake Stevens

Phase 2 (3200 feet)
Lake Stevens

Existing Trail
(Frontier Heights Park)

Phase 2
(continued)
Lake Stevens

Phase 3 (3000 feet)
Lake Stevens

Phase 3 (2000 feet)
Marysville

Existing Trail

Phase 2 (4550 feet)
Marysville

Phase 1 (3420 feet)
Marysville

Phasing

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

THIS AGREEMENT ("Agreement') is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and MacLeod Reckord, a professional limited liability corporation authorized to do business in the State of Washington, ("Consultant").

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along

with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

III.3 **TERM.** The term of this Agreement shall commence upon full signing and shall terminate on June 30, 2027. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 **EMPLOYMENT**.

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

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

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

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

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

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

all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 **INDEMNITY**.

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

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

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

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

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

III.7 **INSURANCE**.

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

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

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

(1) Automobile Liability insurance covering all owned, non-owned, hired and

leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

(2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

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

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

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

(1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

(2) Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate.

(3) Professional Liability insurance shall be written with limits no less than $2,000,000 per claim and $2,000,000 policy aggregate limit.

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

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

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

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

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

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

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

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

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

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

III.11 **INDEPENDENT CONTRACTOR**.

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

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

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

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

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

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

III.14 **SUBCONTRACTORS/SUBCONSULTANTS**.

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

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

_____

_____

_____

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS**.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed $99,990.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount**.**

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

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

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

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

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

b. **Public Records.**

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

ARTICLE V. GENERAL

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

To the City:	**To the Consultant:**
City of Lake Stevens Attn: City Clerk Post Office Box 257 Lake Stevens, WA 98258 Telephone: 425-622-9412	MacLeod Reckord, PLLC 110 Prefontaine PL S STE 600 Seattle, WA 98104-2626 Telephone 206.323.7919

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

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

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

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

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

V.5 **SEVERABILITY.**

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

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

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

V.7 **FAIR MEANING**. The terms of this Agreement shall be given their fair meaning and

shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

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

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

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

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

DATED this _____ day of _____, 2025.

CITY OF LAKE STEVENS	MacLeod Reckrod, PLLC
By:_____ Gene Brazel, City Administrator	By:_____ _____ *Printed Name and Title*

Approved as to Form:

By:_____
Greg Rubstello, City Attorney

Exhibit A

Scope and Fee:

EXHIBIT A-1
Scope of Work
September 16, 2025

City of Marysville
City of Lake Stevens

Bayview Trail Phase 1

PROJECT DESCRIPTION

The City of Lake Stevens (CoLS) seeks to extend the existing Bayview Trail between State Route 204 and 8th Street SE in the City of Lake Stevens. The project will add approximately 4,000 linear feet of new trail in Lake Stevens and will be located in the Seattle City Light corridor inclusive of properties that are owned by the City of Lake Stevens, HOAs and private parties. Project improvements will include minor modifications to the existing crossing of SR 204, a crossing of 8th Street SE, a new paved trail with selected trailside amenities, and mitigation for impact to critical areas. This project includes final design and engineering based on work completed earlier that defined a preferred route, as shown in **Exhibit A-2 30% Plan Set**. The project includes survey and mapping, critical area delineation and reporting, geotechnical evaluation and engineering, developing final engineering design documentation including a cost opinion and special provisions, and coordinating with City of Marysville (CoM), and State WSDOT on issues requiring their input. Documentation format will follow City, WSDOT, and applicable State and Federal Regulations.

The Project Area is as defined in selected pages of the attached **Exhibit A-2 30% Plan Set**.

OUTLINE OF SCOPE OF SERVICES

The MacLeod Reckord team will provide final design, engineering, environmental, property and permit support services to complete the design in accordance with the WSDOT LAG Manual for the project. Scope of work shall consist of Tasks 01 through 09 as noted below.

I. Final Design and Engineering Services
   Task 01 Project Management
   02 Survey and Mapping
   03 Geotechnical Evaluation and Engineering
   04 Environmental and Permit Support Services
   05 Property and ROW Services
   06 Public Outreach / Engagement
   07 60% PSE and Draft Technical Reports
   08 90% PSE and Final Technical Reports
   09 100% Final Design

PROJECT TEAM ROLES AND RESPONSIBILITIES

MacLeod Reckord (Consultant) will contract with qualified subconsultants as indicated below. Roles and responsibilities are as follows:

1. **MacLeod Reckord PLLC (MR)** (Consultant) – Project management, client and team coordination, public outreach facilitation, trail planning, design and documentation, permit support services, overall document coordination, project oversight, and quality control.

2. **Parametrix (PMX)** – Civil engineering, temporary erosion and sediment control measures, stormwater and utilities design, environmental assessment and reporting, permit support services, and environmental mitigation planning and documentation.
3. **Transpo Group** – Transportation planning and traffic engineering, evaluation and reporting, crossing and signal design and documentation.
4. **HWA GeoSciences, Inc. (HWA)** – Geotechnical evaluation and reporting, geotechnical engineering services, and document review.
5. **RES Group Northwest LLC (RES)** – Preliminary ROW work including, but not limited to, determining property rights.
6. **Willamette Cultural Resources Associates (WCRA)** – Cultural resource assessment and reporting.
7. **PACE Engineers** – Survey and mapping.

GENERAL PROJECT ASSUMPTIONS

1. City will assist in securing rights-of-entry as necessary for Consultant team to access the project area.
2. Utilities in the ROW to be protected or relocated include water, sanitary sewer, natural gas and overhead and underground electrical and telecommunication facilities.
3. Direct correspondence and coordination with WSDOT (Local Programs) regarding crossing of SR 204 will be the responsibility of the City but may be expanded to include direct correspondence with the Consultant and Subconsultants, as approved by the City.
4. Structural evaluation of any existing facilities in the project area is not included in the scope.
5. City is responsible for advertising/notification and website posting for any public outreach events.
6. Traffic volume and traffic speed data was developed for the planning phase and is not anticipated to require updates for this project.
7. LEED™ Process is not included at this time, however sustainable building practices will be incorporated into site design as program and budget allow.
8. New or restored irrigation plans are not anticipated to be needed for this project.
9. Signage and wayfinding design does not include graphic design of sign face or detailed construction documentation. Signage design will be based on City standards provided or referenced.
10. Structural engineering is not anticipated but may be added as site conditions dictate. The addition of walls, elevated trail, or other structures will also require additional geotechnical exploration and reporting services. Additional scope and fee will be provided for City approval.
11. Management Reserve may be set aside for selected tasks.
12. Documentation: Two independent sets of documents will be prepared for the CoM and the CoLS and will include plans, specifications, estimates and supporting technical reports. The only reports that will not be in separate volumes are (a) Geotechnical Report and (b) Cultural Resources Report, however, these two reports will be organized and present their data separately for each jurisdiction. Documentation and schedule for deliverables for both jurisdictions will advance through the phases concurrently.
13. Primary Point of Contact is Jill Meis at City of Lake Stevens. Invoicing for the project will be directed to Jill Meis, according to scope and fee proposals.

DESIGN STANDARDS / CRITERIA

1. All work will comply with City of Lake Stevens, WSDOT, FHWA Design Manual, and AASHTO Pedestrian and Bicycle facilities design guidelines, all current editions. Conflicting guideline directives will be resolved by CoLS.
2. Documentation will be in the most current version of ACAD and Civil 3D available or as mutually agreed.
3. City of Lake Stevens named standards will be referenced for work inside the City of Lake Stevens.
4. WADOE, *2022 Stormwater Management Manual for Western Washington. WSDOT, Standard Plans*, current edition for City of Lake Stevens design and reporting.
5. WSDOT, *Standard Specifications for Road, Bridge, and Municipal Construction*, English, current edition and Amendments.
6. WSDOT *Local Agency Guidelines Manual* (LAG), current edition
7. WSDOT *Construction Manual*, current edition
8. WSDOT *Design Manual,* current edition
9. WSDOT *Highway Runoff Manual*, current edition
10. WSDOT *Hydraulics Manual*, current edition
11. *Manual of Uniform Traffic Control Devices* (MUTCD), current edition
12. FHWA Literature and Website for Pedestrian and Bicycle Facilities, current edition

SCHEDULE

The scope of work is premised on a Notice-to-Proceed date of approximately September 2025. **Exhibit A-3 Draft Schedule** shows duration but begin/end dates to be adjusted upon contract signing. Project duration is anticipated to be approximately 18 months with completion date of March 1, 2027. The City may extend the contract as allowed by grant for an additional 6 months as required.

Phases for the work are anticipated to be on the same schedule for both the CoM and CoLS.

TASKS

PART I –FINAL DESIGN AND ENGINEERING SERVICES

TASK 1: PROJECT MANAGEMENT

1.1 Coordination and Review: Coordinate the Consultant design team to ensure that the work is completed on schedule, is technically competent, and meets City's requirements. Develop and implement the work plan and provide overall coordination and review of the work. Organize and administer regular internal coordination meetings of the design team to facilitate execution of the work.

1.2 Coordination Meetings: Meet with City and their assigns (may include but not be limited to WSDOT, multiple City departments, neighboring City/County staff, boards, commissions, administrators, and council) to discuss and/or present project issues, schedule, progress, and general coordination of effort.

1.3 Document Management: Provide for the management of drawings and documents received and generated over the course of the project, including review, distribution, filing, and storage.

1.4 Project Schedule: Provide a detailed schedule (1 draft, 1 final, 2 updates) for the Consultant work elements, integrating project deliverables and milestones with schedules identified by City.

1.5 Subconsultant Management: Subconsultant management includes the preparation and execution of subcontracts with each Subconsultant involved in the project. The Consultant shall provide ongoing overview of progress, review of invoices, and overall coordination of Subconsultants involved in the project.

1.6 Quality Assurance/Quality Control: Conduct a quality assurance check of all deliverables prior to submittal to the City. All team members to apply their defined and proven quality control reviews/process to their specific deliverables for draft and final submittals. Budget for Subconsultant QA/QC work is covered in subsequent tasks.

1.7 Invoicing: Prepare and submit regular invoicing and monthly progress reports.

Assumptions:

- *Coordination and review meetings will be held remotely unless scheduled otherwise.*
- *Regular Check-In meetings with the City will be held remotely and will be scheduled approximately twice monthly. Fee includes up to additional 10% increase in number of meetings due to coordination requirements coming from two jurisdictions.*
- *Subconsulting team members will attend a percentage of Regular Check-In Meetings, as outlined in their individual fee proposals.*
- *Check-in meetings with WSDOT will be held remotely, will include team members as appropriate, and will be scheduled by the City as required to coordinate on SR crossing issues.*
- *Meetings with property owners, HOA managers, and/or utility franchise representatives are not included in this task. See Task 5 for assumptions on meetings with these parties.*
- *Project schedule will be generated as (1) draft, revised as (1) final, and updated two (2) times during the course of the project.*

Deliverables:

- *Contract Documents*
- *Meeting Notes as required*
- *Draft and Final Schedule*
- *Two updated Schedules*
- *Invoicing and Progress Reports*

TASK 2: SURVEY AND MAPPING

2.1 Field Survey and Mapping: Utilizing existing survey data as available from City and WSDOT sources (in particular note as-built information that may not be readily apparent on the surface such as underground utilities and overhead wire clearance). Incorporate this data as appropriate with additional field work that includes topographic, planimetric, and boundary survey, to cover all areas of work. Assemble a draft and final survey base map suitable for construction level documents. Extend to limits as shown or described in **Exhibit A-2 30% Plan Set** at 25' foot cross section intervals and minimum 25 feet on each side of designed main trail and ADA trail locations. Survey will include contracting with a City/WSDOT-approved underground utility locate service for conductible utility locating and picking up wetland delineation flags set by a (team) biologist along the corridor and should be scheduled within days of flagging. (See **Exhibit A-4 Survey Requirements**).

2.2 Boundary Resolution: Perform records research and field location of evidence of previous surveys, perform control measurements, and locate evidence of occupation for all parcels along the project alignment. The setting of any survey monuments at any of the exterior boundary points of the subject properties has not been included in this proposal. The

boundary of the property will be merged into the topographic mapping, as appropriate, and shown for graphical purposes only.

2.3 Deleted.

2.4 Legal Descriptions: Provide legal descriptions and exhibits for eleven (11) parcels in City of Lake Stevens supporting Task 5.

Assumptions:

- *Unless noted otherwise in **Exhibit A-2 30% Plan Set**, private/commercial parcel sidelines extending beyond limits of Utility ROW to be located utilizing GIS or assessor. Boundary survey and legal descriptions for each parcel required.*
- *Title reports for boundary research will be provided by the City.*
- *One round of comments for legal descriptions and exhibits is anticipated.*
- *Basemap CAD formatting for line type and fonts will be done by MR.*

Deliverables:

- *Formatted Base Survey, referenced to current city/county datum (horizontal and vertical) showing fully resolved right of way and property lines along with existing features including significant trees, critical areas delineation flags, test pits, and boring locations shown with reference. Provide draft and final.*
- *Format Base Survey*
- *Draft and final legal descriptions and exhibits.*

TASK 3: GEOTECHNICAL EVALUATION AND ENGINEERING

3.1 Geotechnical Evaluation and Field Explorations Program: Review existing subsurface information for the 30% project alignment. Develop geotechnical exploration program to explore subsurface soil and ground water conditions for design of on-grade trail / service road and evaluation for use of dispersion at the site for stormwater management. Exploration program to meet the requirements of property owners and/or utility franchises for access, clearances, coordination of oversight, etc. Program to include excavation of up to: City of Lake Stevens: 8 test pits advanced a minimum of 10 feet below ground surface. Task includes site visits for marking and checking utility locates and coordinating drilling and excavation subcontractors. See assumptions below for proposed explorations. Select soil samples will be tested to evaluate soil properties for use in engineering evaluations.

3.2 Geotechnical Engineering Recommendations: Provide summary of considerations for potential geologic hazard areas, trail / service road support, earthwork, and potential for use of dispersion for stormwater management. Following completion of the geotechnical exploration program, perform engineering analyses and evaluations of soil and ground water conditions to provide design parameters for embankment; evaluate potential for liquefaction; presence of unsuitable subgrade soils with susceptibility to long-term settlement; and evaluate slope stability. Suitability of the assumptions will be evaluated during the design phase to determine if modifications need to be made based on the selected alternatives. Organize the report into subsets for (a) City of Marysville and (b) City of Lake Stevens. Prepare a draft geotechnical engineering report summarizing the engineering analyses for the proposed improvements including evaluating potential for liquefaction, recommendations for removal of unsuitable soils within wetland areas and/or potential for long-term settlement due to placement of embankment soils, static and seismic embankment slope stability, and providing recommendations for trail pavement/surfacing design, subgrade preparation, earthwork, embankment construction, and feasibility of using dispersion. Incorporate comments from City and team and finalize documentation for permit submittal and construction contract package.

3.3 Final Document Review and Comment: Review 60%, 90% and 100% plans, specifications, and estimates and coordinate with team to verify that all geotechnical engineering requirements are properly incorporated into the documents.

Assumptions:

- *No right-of-way permit will be needed to conduct the test pit explorations along the trail alignment such that no geotechnical exploration memo will be needed.*
- *Explorations will be performed outside of the WSDOT SR ROW such that no WSDOT ROW permit will be required.*
- *Fee estimate assumes test pits can be performed in daylight hours Monday through Friday and that there are no work hour restrictions (such as being restricted to 6-hour work windows).*
- *Geotechnical exploration work will be coordinated with other team members providing cultural resource assessment. See Task 4.8.*
- *Explorations will not require use of Traffic Control.*
- *Test pits can be backfilled without compaction following excavation.*
- *There are no restrictions to the locations of the test pits with respect to wetlands or other critical areas. Alternate methods such as hand holes or peat probing may be implemented if this assumption is incorrect. Additional fee may be required for other options.*
- *Use of LID improvements do not require the use of infiltration and no pilot infiltration tests (PITs) are included.*
- *Pavement design assumes that utility service vehicles will use the trail. Design vehicle information will be provided prior to explorations.*
- *The scope of work is related solely to geotechnical engineering evaluation of site soil and ground water, as they relate to geotechnical design for the project improvements. Neither identification nor evaluation of contaminants that may be present in the soil or ground water is included in this scope of work.*
- *HWA will respond to one (1) round of comments on the draft geotechnical report.*
- *No separate report related to geologic hazards will be required.*

Deliverables:

- *Draft and Final Geotechnical Engineering Report*
- *Review Comments on 60%, 90%, and 100% Plan Documents*

TASK 4: ENVIRONMENTAL AND PERMIT SUPPORT SERVICES

4.1 Critical Areas (Wetland and Stream) Delineation: Perform field delineation within the project area as shown in **Exhibit A-2 30% Plan Set** for purposes of establishing wetland and stream boundary flagging; record data to support wetland ratings and stream classifications for critical areas reporting per City of Lake Stevens Municipal Code. Provide thumbnail sketch of flags for surveyor. Wetland delineations will be conducted within the study area using methods described in the 2010 Regional Supplement to the U.S. Army Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region. The ordinary high-water mark of streams will also be flagged. The delineation will be along, and within 300 feet of the 30% trail alignment, where right-of-entry has been secured by the City and fieldwork is authorized.

4.2 Wetlands and Stream Technical Memorandum: Catalog and describe wetlands and streams identified during the Critical Areas (Wetland and Stream) delineation; assess function of wetlands and document the rating according to Washington State Wetland Rating System for Western Washington 2014 Update Version 2.0 (Hruby & Yahnke 2023); and determine buffers and stream classification according to noted criteria.

4.3 SEPA Checklist: Develop SEPA Checklist. City will be the SEPA lead agency and they will issue a SEPA determination consistent with their SEPA rules. Consultant will prepare a

draft SEPA Environmental Checklist for internal review that is consistent with Washington State (Chapter 197-11 WAC) and City SEPA requirements. Following review of the draft, Consultant will incorporate team and City comments into Checklist for finalization by the City and public distribution.

a. To the extent practicable, work necessary to complete the Environmental Checklist will be undertaken using existing environmental and land use data. These existing materials will be augmented by engineering studies (TIR), surveys, and geotechnical analysis completed for the project and as noted herein. No additional studies such as air emission and noise studies or site work are anticipated to complete the SEPA Checklist. It is anticipated that the project alignment is outside of any 100-year floodplain and known contamination sites.

4.4 Critical Areas Report: Prepare Critical Areas Report (CAR), per City of Lake Stevens Municipal Code to address potential impacts to wetlands, streams, and/or their buffers. The CAR will be based on 60% design information and will utilize information included in the Wetland and Stream Technical Memorandum that documents the result of the delineation.

4.5 Mitigation Bank Use Plan: It is assumed that City will purchase credits from the Skykomish Habitat Mitigation Bank and Snohomish Basin Mitigation Bank to complete the mitigation requirements. Consultant will coordinate with the Ecology and U.S. Army Corps mitigation banking staff; quantify proposed impacts using Ecology's Credit/Debit Methods; and complete two Mitigation Bank Use Plans, one for each jurisdiction.

4.6 JARPA Section 404/401 Permitting / No Effects Memo: Prepare (1) draft and (1) final JARPA. City comments will be addressed prior to permit submittal. Pre-application meeting - and additional agency correspondence - between the US Army Corps of Engineers (Corps), Washington Department of Ecology (Ecology), City, MacLeod Reckord, and Parametrix is included as part of this task. Level of effort also includes one round of permitting agency comment, response, and resubmittal. Environmental documentation listed above and elsewhere to support JARPA permit application.

a. A No Effects Memo will be completed as part of the JARPA submittal for compliance with Section 7 of the Endangered Species Act.

4.7 Other Permit Support Services:

a. WSDOT General Construction Permit for SR 204 ramp and signal improvements.
b. Ecology Coastal Zone Management Consistency Determination Form
c. Washington Department of Fish and Wildlife Hydraulic Project Approval (HPA)
d. City of Lake Stevens Critical Area Review
e. City of Lake Stevens Land Use Development Application
f. Ecology NPDES General Stormwater Permit.

4.8 Cultural Resources Services: Conduct a cultural resources assessment, consisting of a pre-field literature review and survey of the proposed Area of Potential Effects (APE) to identify any archaeological or historical resources (above ground historic-age buildings or structures) after RCO has defined the APE (assumes RCO funding). Consultant will also conduct archaeological monitoring of geotechnical investigations in Task 3.1. The archaeological monitoring protocol will be guided by an archaeological monitoring and inadvertent discovery plan to be reviewed by RCO. The results of this monitoring will be incorporated into the Cultural Resources Assessment Report. Organize the report into subsets for (a) City of Marysville and (b) City of Lake Stevens.

Assumptions:

- *Wetland delineation performed in the corridor will likely require right of entry permit application to be obtained with assistance by the City. It is anticipated there are two (2) wetlands to be delineated.*

- *It is assumed Phase 1 will result in less than 1-acre total direct impacts to wetlands or wetland buffers. City will purchase credits from the Skykomish Habitat Mitigation Bank and Snohomish Basin Mitigation Bank. It is assumed mitigation purchase would be less than 1 acre to offset wetland impacts.*
- *The scope does not include specific survey for any individual fish, wildlife, or plant species.*
- *A nationwide permit - NWP 14 or similar- can be utilized for Section 404 Corps permitting and an individual permit will not be required. It is anticipated that one (1) round of comments/responses from the agency per permit application will be needed.*
- *Formal consultation with the Services will not be required and a No Effect Memo will comply and meet Section 7 consultation requirements.*
- *Information gathered as part of the JARPA submittal will also be utilized for the HPA.*
- *HPA permitting to include one pre-application meeting per submittal with the agency, City, MacLeod Reckord, and Parametrix.*
- *JARPA and HPA applications to be based on 60% Design.*
- *Consultation with permitting agencies to verify permit requirements and need.*
- *One round of review of the SEPA Checklist is assumed. It is anticipated that SEPA will be non-significant impact determination.*
- *One round of City review for the permits listed under Task 4.7.*
- *Project complies with current land use codes and City Comprehensive Plan and will not require a Comprehensive Plan Amendment, Conditional Use Permit, or similar.*
- *One historic resource (Seattle City Light transmission line in City of Lake Stevens section) will require documentation.*
- *No more than 42 shovel probes will be excavated for the archaeological survey.*
- *Dense vegetation along the trail alignment will be cleared by the City prior to the archaeological survey.*
- *The archaeological monitoring of geotechnical investigations will be completed in no more than 1.5 ten-hour days.*
- *The cultural resources survey will not identify any new, unrecorded archaeological sites or isolates.*
- *Additional cultural resources work may be required if DAHP determines that cultural resources could be affected by the project.*
- *The City will be responsible for submitting permits and support documents to the agencies and will be the point of contact for agencies for any follow-up questions and comments.*
- *City will be responsible for all permit fees or third-party review fees.*
- *City shall be responsible for the cost to produce and install the SEPA notice sign.*

Deliverables:

- *Critical Areas thumbnail mapping for surveyor*
- *Wetland and Stream Technical Memorandum, draft and final*
- *Draft and Final SEPA Checklist*
- *Draft and Final Critical Areas Report*
- *Draft and Final Mitigation Bank Use Plan*
- *Draft and Final JARPA*
- *Draft and Final Permit Applications as listed under 4.7*
- *Draft and Final Archaeological Monitoring and Inadvertent Discovery Plan*
- *Draft and Final APE consultation initiation request letter*
- *Draft and Final Cultural Resources Assessment Report*

TASK 5: PROPERTY AND ROW SERVICES

5.1 Administration and Meetings: Consultant will coordinate property acquisition activities with the appropriate City staff. Coordinate schedule, budget, and deliverables for the duration of the work. Prepare electronic parcel files meeting the documentation requirements of the effective WSDOT Local Agency Guidelines at the time of acquisition to include, but is not limited to, fair offer letters, recording and ancillary documents, a standard diary form indicating all contacts with owner(s), and other items necessary for negotiations.

Attend up to eight (8) tele/videoconference meetings with CoLS to discuss ROW related topics. RESGNW will submit weekly status reports.

Assumptions:

- *City will coordinate and schedule meetings with appropriate City staff.*
- *Weekly status reports will be submitted once negotiations begin.*

Deliverables:

- *Weekly status reports (electronic copies)*

5.2 Title Services: Conduct final review of up to eleven (11) title reports for CoLS to assess type of ownership structure, existing encumbrances including access easements and potential conflicts from utility encumbrances, etc., that may require subordination agreements, reconveyances, etc., or pose obstacles or delays to the acquisition closing process. Coordinate with the City in assessing risk of existing parcel encumbrances and exceptions as they apply to the proposed acquisition on the parcel. Make recommendations regarding title encumbrances and exceptions in coordination with the City.

Assumptions:

- *Title updates will be provided by the City.*
- *Majority of this effort is coordinated directly between RESNW and the City with minimal oversight by MacLeod Reckord. Services limited to the hours shown in fee proposal.*

Deliverables:

- *Title Summaries and Updated Title Summaries, draft and final (electronic copies)*

5.3 Appraisal Services: Contract with a WSDOT approved Fee Appraiser for up to eleven (11) Restricted Use Appraisal Reports.

5.4 *Negotiation Services:* Will perform property acquisition negotiation services for up to eleven (11) parcels for the project. These services include:

a. Prepare a letter of introduction to property owners.
b. Prepare offer and conveyance documents and submit offer packages for review by City and the governing funding agency, if applicable, utilizing WSDOT Local Agency forms or equivalent.
c. Promptly present offers and negotiate in good faith with property owners to acquire necessary real property rights.
d. Set up and maintain complete real property acquisition files for each impacted tax parcel or larger parcel.
e. Conduct a minimum of three (3) significant and meaningful contacts with each property owner before recommendation of impasse in negotiations. Prepare Administrative Settlement Justification statements for up to three (3) properties. Provide written notice to the City of impasse in negotiations. Provide written notice to the City of recommendation for condemnation, if applicable.

Assumptions:

- *Process will follow federal requirements for property acquisitions.*

- *All forms and documents shall comply with WSDOT standards and in accordance with statutory requirements.*
- *The City will review offer packages prior to presentation to property owners.*

Deliverables:

- *Electronic copy of complete real property acquisition files for the project and up to eleven (11) parcels as well as all original, signed conveyance documents required for recording and any other original documents required to comprise a complete property acquisition record (electronic copy)*

5.5 Closing Services: Provide the following closing services for the project:

a. Conduct comprehensive checklist reviews for each acquisition file to support City's acquisition file review.
b. Provide closing services to property owners for up to eleven (11) parcels.
c. Submit signed conveyance documents with requests for payment and other supporting documents including signed W-9(s) and Excise Tax Affidavits, as applicable to the City for document recording and payment processing.
d. Prepare payment vouchers for title clearing charges and submit to the City to process payment for up to eleven (11) parcels.

Assumptions:

- *The Consultant will transmit the signed conveyance documents and payment requests to the City for approval and processing.*
- *The City will record conveyance documents and make payment for any and all compensation payments to property owners. The City will pay for all fees charged by trustees, and/or beneficiaries to clear encumbrances of record and other closing costs such as title policies, recording fees, and escrow fees if applicable.*

Deliverables:

- *Eleven (11) electronic copy of complete real property acquisition files for the project and up to eleven (11) parcels as well as all original, signed conveyance documents required for recording and any other original documents required to comprise a complete property acquisition record.*

TASK 6: PUBLIC OUTREACH / ENGAGEMENT

6.1 Public Outreach Strategy: Develop outline of public outreach plan and timeline for review/approval by City.

6.2 News Media Release: Prepare (1) news media release document for distribution by City. Final edits as required for each jurisdiction to be done by the City.

6.3 Public Outreach Material Preparation / Presentation: Prepare presentation material for (1) public in-person Open House event to present 60% Design and relevant reporting.

6.4 Public Outreach Summary: Summarize the results of the in-person Open House events and other data generated by the City in a single comprehensive narrative.

Assumptions:

- *Consultant will develop final graphics and provide materials for in-person Open House.*
- *City will host and advertise for in-person Open House events.*

Deliverables:

- *News Media Release, draft and final*
- *Final illustrative graphics, including representative illustrations, of 60% submittal. No illustrative graphics of 90% or 100% anticipated.*

- *Summary narrative of results*

TASK 7: 60% PSE AND DRAFT TECHNICAL REPORTS

7.1 Alternative Crossing Configurations: Develop a range of alternative crossing configurations that show variable impacts to properties, proximity to utilities, crossing locations and impacts to median and barrier rails, treatment at ingress/egress to church, substation, private properties, and similar, earthwork and critical area impacts, and structure requirements (walls, elevated trail, etc.). The purpose of this evaluation of alternatives is to provide design rationale for the preferred solution. Exhibits are intended to be quick studies to be presented to affected property owners for discussion. Crossings include:

a. 8th Street SE in Lake Stevens
b. SR 204 in Lake Stevens

7.2 Demolition Plan and Notes: Develop demolition plans, including notes.

7.3 Site Plan: Develop site plan with content specific to requirements for permit application.

7.4 TESC Plan, Details, and Notes: Develop TESC plan, details, notes, and schedules.

7.5 Traffic Control Plan (NIC): Assumed this work will be done by Contractor at a future date.

7.6 Trail Plan, Profile, and Details: Advance trail plan and profile. Documentation to include plan, profile, cross sections, grading, trail amenities, details, notes, schedules, and sign schedule for trail signs.

7.7 Ramp and Crosswalk Revisions: Develop ramp and crosswalk plans. Crossings include:

a. 8th Street SE in Lake Stevens
b. SR 204 in Lake Stevens

7.8 Signal Plans, Details, and Notes: Develop signal plans for SR 204 crossing as well as Basis of Design (BOD) and Plan for Approval (PFA) for coordination with WSDOT.

7.9 Illumination Plans, Details, and Notes: Develop illumination plans and coordinate electrical service for crossing signal as required at SR 528. Prepare electrical / illumination calculations as required for review and permit application.

7.10 Utility Plan, Details, and Notes: Develop utility relocation plan, details, notes, and schedules. Services will focus identification of impacts to existing utilities. Impacts are assumed to be limited to franchise utilities; relocations or adjustments to these franchise utilities (overhead power poles, communication lines, and gas lines, etc.) are to be designed by others. Research efforts shall be limited to solicitation of as-built plans or other pertinent information and notification of impacts, if any. The Consultant shall coordinate with franchise utilities for adjustments or relocations. No impacts to any existing water and sewer lines are anticipated. No potholing is anticipated or the scope will be amended to include potholing if deemed necessary.

7.11 Storm Drainage Plan, Details, Notes, and Draft Report: Advance storm drainage plan, including design of the stormwater collection, conveyance, and dispersion facilities. Documentation to include plan, profiles, details and notes as required. Development of details to be largely generic at the 60% design level. Site-specific details to be developed at a subsequent design level. Prepare draft Stormwater Report and conduct site visit to assess downstream impacts.

7.12 Ground Disturbance Compiled File: Update file from combined work from Tasks noted above in a single base file showing all combined ground disturbing activities.

7.13 Planting Plan, Details, and Notes: Develop planting and roadside restoration plans. Documentation to include plan, details, notes, and schedules.

7.14 60% Level Cost Opinion: Advance design development level cost opinion for the project in its entirety.

7.15 Specification Outline: Assemble GSPs and develop outline of Special Provisions. Coordinate with City on Amendments and consolidation of final draft specifications.

7.16 Review/approval: Provide complete 60% submittal for City review and comment. Provide comment response at the time of 90% submittal. Incorporate comments and revisions into the 90% submittal.

Assumptions:

- *Submittal assumes plans, specification outline, cost opinion, and technical reports.*
- *One draft (1) Stormwater Report will be prepared in City format to address City permitting needs.*
- *Traffic Control Plan assumed to be done by Contractor at a future date.*
- *Consultant responsible for coordination with franchise utilities up to 16 hours (estimating 8 hours for CoLS and 8 hours for CoM) via email or coordination meetings. If franchise utilities relocation is needed the relocated utility design by others will be incorporated into the utility plans as a layer. The utility design by the Consultant is limited to showing adjustments or slop resistant lids for utility structures if needed. Utility adjustment will be shown on the storm drainage plans.*
- *It is anticipated that TESC measures and stormwater details are typical standard details.*

Deliverables:

- *Alternative Crossing Configurations Plans and narrative/matrix to assist with final decision making on the crossing location and configuration*
- *Demolition Plan*
- *Site Preparation Plan*
- *TESC Plan*
- *Trail Alignment Plan and Profile*
- *Ramp and Crosswalk Revisions for SR 204, and 8th Street SE*
- *Sign Schedule for Trail*
- *Trail Cross Sections*
- *Signal Plans*
- *WSDOT Signal Coordination Package*
- *Illumination Plans*
- *Channelization and Signing Plans*
- *Utility/Storm Drainage Plan*
- *Draft Stormwater Report*
- *Ground Disturbance Base File (file only for internal evaluation of mitigation requirements)*
- *Planting Plan*
- *60% Cost Opinion*
- *Specification GSPs and Outline for Special Provisions*
- *Comment Response delivered with next submittal*

TASK 8: 90% CONSTRUCTION DOCUMENTS AND FINAL TECHNICAL REPORTS

8.1. Plans, Details, Notes, Calculations, Final Reports: Prepare construction documents to 90% completion plans based on standard engineering practices and input from public and City review of 60% submittal. Provide plans, details, notes, calculations and reporting as identified below under Deliverables.

8.2. Specifications: Prepare 90% complete comprehensive package of GSPs and Special Provisions. Coordinate with City on final assembly.

8.3. Cost Opinion: Prepare 90% Cost Opinion with any Schedules identified.

8.4. Review/approval: Provide complete 90% submittal for City review and comment. Provide comment response at the time of 100% submittal. Incorporate comments and revisions into the 100% submittal.

8.5. Prepare SWPPP as part of the supporting document for Ecology NPDES General Stormwater Permit in Task 4.7.

Assumptions:

- *Submittal assumes plans, specifications, cost opinion, technical reports, checklists, and memorandum.*
- *See 60% Assumptions.*

Deliverables:

- *Demolition Plan*
- *Site Preparation Plan*
- *TESC Plan*
- *Trail Alignment Plan and Profile*
- *Sign Schedule for Trail*
- *Trail Cross Sections*
- *Ramp and Crosswalk Revisions for SR 204 and 8th Street SE*
- *Signal Plans*
- *WSDOT Signal Coordination Package*
- *Illumination Plans*
- *Channelization and Signing Plans*
- *Utility/Storm Drainage Plan*
- *Final Stormwater Report*
- *Draft Stormwater Pollution Prevention Plan and checklist (SWPPP)*
- *Ground Disturbance Base File (file only for use for mitigation planning)*
- *Planting Plan*
- *90% Cost Opinion*
- *Specification GSPs and Special Provisions*
- *Comment Response delivered with next submittal*

TASK 9: 100% FINAL DESIGN

9.1. Plans, Details, Notes, Calculations: Prepare construction documents to 100% completion plans based on standard engineering practices and input from WSDOT and City review of 90% submittal. Provide plans, details, notes, calculations and reporting as identified under Deliverables for 90%.

9.2. Specifications with Final Reports bound into Appendices: Prepare 100% complete comprehensive package of GSP's and Special Provisions. Coordinate with City on final assembly.

9.3. Cost Opinion: Prepare 100% Cost Opinion with any Schedules identified.

9.4. Review meeting with City. Provide final edits/additions to complete and final contract documents.

Assumptions:

- *Submittal assumes plans, specifications, cost opinion, technical reports, checklists, and memorandum.*
- *Task 9 provides an allowance for final adjustments to PS&E. Scope of work is limited to the fee indicated in the proposal. Additional effort will require a contract amendment.*

- *It is anticipated no significant comment/revisions are needed from 90% to 100%*

Deliverables:

- *See 90% Deliverables for comprehensive list of 100% Deliverables.*

Bayview Trail - Phase 1 - Lake Stevens

Fee Summary
December 2024

Task/Team		MacLeod Reckord	Parametrix	HWA	Transpo	RES Group	WCRA	PACE	Subtotal
		trail design	environmental / civil	geotechnical	traffic	R/W services	cultural resource	survey & mapping	
PART I - FINAL DESIGN AND ENGINEERING SERVICES									
1.0	PROJECT MANAGEMENT	40,677.57	8,217.27	1,661.16	855.00			2,736.99	54,147.99
2.0	SURVEY AND MAPPING	9,169.16						43,538.99	52,708.15
3.0	GEOTECHNCIAL EVALUATION AND ENGINEERING	3,320.29		17,661.46					20,981.76
4.0	ENVIRONMENTAL AND PERMIT SUPPORT SERVICES	18,474.09	65,479.51				24,465.74		108,419.34
5.0	PROPERTY AND ROW SERVICES	8,703.65				92,798.16			101,501.81
6.0	PUBLIC OUTREACH / ENGAGEMENT	7,486.97							7,486.97
7.0	60% PSE AND DRAFT TECHNICAL REPORTS	80,637.47	37,710.49		15,525.81				133,873.77
8.0	90% CONSTRUCTION DOCUMENTS AND FINAL TECHNICAL REPORTS	54,669.35	25,253.58		4,098.11				84,021.04
9.0	100% FINAL DESIGN	23,062.20	10,899.71		3,300.13				37,262.04
	Subtotal	246,200.76	147,560.55	19,322.63	23,779.04	92,798.16	24,465.74	46,275.99	600,402.87
	Reimbursables	1,400.00	1,407.00	8,632.00	500.00	22,800.00	1,753.00	2,800.00	39,292.00
	Total	247,600.76	148,967.55	27,954.63	24,279.04	115,598.16	26,218.74	49,075.99	**639,694.87**

City of Lake Stevens

Bayview Trail - Phase 1 - Lake Stevens

MacLeod Reckord

December 2024

		Personnel and Salary Cost					
		Principal	PM	LA 1	CAD 1	Admin 1	SUBTOTAL
		$229.23	$179.86	$155.17	$146.35	$153.41	*Fully Burdened Rate*
Task	SCOPE OF WORK	$65.00	$51.00	$44.00	$41.50	$43.50	*Hourly Rate*
PART I - FINAL DESIGN AND ENGINEERING SERVICES							
1.0	**PROJECT MANAGEMENT**						
1.1	Coordination and Review	18	36				$ 10,600.96
1.2	Coordination Meetings	26	54				$ 15,672.21
1.3	Document Management		9		9		$ 2,935.89
1.4	Project Schedule	4	8			2	$ 2,662.58
1.5	Subconsultant Management	7	18			5	$ 5,609.06
1.6	Quality Assurance / Quality Control	4					$ 916.92
1.7	Invoicing		5			9	$ 2,279.95
	Subtotal:	**59**	**130**	**0**	**9**	**16**	**$ 40,677.57**
2.0	**SURVEY AND MAPPING**						
2.1	Field Survey and Mapping	2	4	12	24		$ 6,552.42
2.2	Boundary Resolution	1	8				$ 1,668.08
2.3	Legal Descriptions	1	4				$ 948.66
	Subtotal:	**4**	**16**	**12**	**24**	**0**	**$ 9,169.16**
3.0	**GEOTECHNICAL EVALUATION AND ENGINEERING**						
3.1	Geotechnical Evaluation and Field Explorations Program	2	2		1		$ 964.53
3.2	Geotechnical Engineering Recommendations	2	4				$ 1,177.88
3.3	Final Document Review and Comment	2	4				$ 1,177.88
	Subtotal:	**6**	**10**	**0**	**1**	**0**	**$ 3,320.29**
4.0	**ENVIRONMENTAL AND PERMIT SUPPORT SERVICES**						
4.1	Critical Area (Wetland and Stream) Delineation	1	2		2		$ 881.65
4.2	Wetlands and Stream Technical Memorandum	2	4				$ 1,177.88
4.3	SEPA Checklist	4	8			1	$ 2,509.18
4.4	Critical Areas Report	2	4				$ 1,177.88
4.5	Mitigation Bank Use Plan	1	4				$ 948.66
4.6	JARPA Section 404/401 Permitting/ No Effects Memo	4	8				$ 2,355.77
4.7	Other Permit Support Services						$ -
	b. WSDOT General Const Permit for SR 204 Ramp and Signal Improvements	2	4				$ 1,177.88
	c. Ecology Coastal Zone Management Consistency Determination Form	1	1				$ 409.09
	d. Washington Department of Fish and Wildlife Hydraulic Project Approval	2	4				$ 1,177.88
	g. Critical Area Review	1	1				$ 409.09
	h. City of Lake Stevens Land Use Development Application	4	8				$ 2,355.77
	i. Ecology NPDES General Stormwater Permits	2	6				$ 1,537.60
4.8	Cultural Resources Survey	4	8				$ 2,355.77
	Subtotal:	**30**	**62**	**0**	**2**	**1**	**$ 18,474.09**
5.0	**PROPERTY AND ROW SERVICES**						
5.1	Administration and Meetings	4	8				$ 2,355.77
5.2	Title Services	2	2				$ 818.17
5.3	Appraisal Services	2	2				$ 818.17
5.4	Negotiation Services	6	12				$ 3,533.65
5.5	Closing Services	2	4				$ 1,177.88
	Subtotal:	**16**	**28**	**0**	**0**	**0**	**$ 8,703.65**
6.0	**PUBLIC OUTREACH / ENGAGEMENT**						
6.1	Public Outreach Strategy	1	4				$ 948.66
6.2	News Media Release	1	1				$ 409.09
6.3	Public Outreach Material Preparation / Presentation	6	12	4		2	$ 4,461.15
6.4	Public Outreach Summary	1	8				$ 1,668.08
	Subtotal:	**9**	**25**	**4**	**0**	**2**	**$ 7,486.97**
7.0	**60% PSE AND DRAFT TECHNICAL REPORTS**						
7.1	Alternative Crossing Configurations	12	48	32	12		$ 18,105.56
7.2	Demolition Plan and Notes	1	6	8	16		$ 4,891.39
7.3	Site Plan	2	12	12	24		$ 7,991.28
7.4	TESC Plan, Details, and Notes	1	2				$ 588.94
7.5	Traffic Control Plan (NIC)						$ -
7.6	Trail Plan, Profile, and Details	14	48	28	71		$ 26,578.22
7.7	Ramp and Crosswalk Revisions	2	8	12	8		$ 4,930.19

City of Lake Stevens

Bayview Trail - Phase 1 - Lake Stevens

MacLeod Reckord

December 2024

		Personnel and Salary Cost					
		Principal	PM	LA 1	CAD 1	Admin 1	SUBTOTAL
		$229.23	$179.86	$155.17	$146.35	$153.41	*Fully Burdened Rate*
Task	SCOPE OF WORK	$65.00	$51.00	$44.00	$41.50	$43.50	*Hourly Rate*
7.8	Signal Plans, Details, and Notes	2	8				$ 1,897.31
7.9	Illumination Plans, Details, and Notes						$ -
7.10	Utility Plan, Details, and Notes	2	4				$ 1,177.88
7.11	Storm Drainage Plan, Details, Notes, and Draft Report	2	12				$ 2,616.74
7.12	Ground Disturbance Compiled File	1	2		4		$ 1,174.36
7.13	Planting Plan, Details, and Notes	2	4		8		$ 2,348.72
7.14	60% Level Cost Opinion	2	12	12	8	2	$ 5,956.43
7.15	Specification Outline	1	4			4	$ 1,562.28
7.16	Review / Approval	2	2				$ 818.17
	Subtotal:	**46**	**172**	**104**	**151**	**6**	**$ 80,637.47**
8.0	**90% CONSTRUCTION DOCUMENTS AND FINAL TECHNICAL REPORTS**						
8.1	Plans, Details, Notes, Calculations, Final Reports	12	80	60	80		$ 38,157.81
8.2	Specifications	8	24			24	$ 9,832.16
8.3	Cost Opinion	2	8	8	6	2	$ 4,323.61
8.4	Review / Approval	2	2				$ 818.17
8.5	Prepare SWPPP - review	2	6				$ 1,537.60
	Subtotal:	**26**	**120**	**68**	**86**	**26**	**$ 54,669.35**
9.0	**100% FINAL DESIGN**						
9.1	Plans, Details, Notes, Calculations	6	24	12	24		$ 11,066.47
9.2	Specifications with Final Reports in Appendices	6	16			32	$ 9,162.11
9.3	Cost Opinion	1	4	4	2	1	$ 2,015.45
9.4	Review Meeting with City	2	2				$ 818.17
	Subtotal:	**15**	**46**	**16**	**26**	**33**	**$ 23,062.20**
	Total	**211**	**609**	**204**	**299**	**84**	
						SUBTOTAL:	**$ 246,200.76**
Reimbursables		(mileage [current IRS rate], courier, copies)					$ 1,400.00
						TOTAL:	**$ 247,600.76**

Prepared by: Connie Reckord
Date: December 2, 2024

MacLeod Reckord Reimbursables - Lake Stevens

i.e	mileage	$	1,400.00
	documents		
	etc		
	Total	$	1,400.00

Lake Stevens
Bayview Trail - Phase 1
Parametrix
December 2024

		Personnel and Salary Cost																
		Sr Engineer	Sr Project Coordinator	Project Accountant	Sr Consultant	Engineer III	Sr Scientist/ Biologist	Scientist/ Biologist III	Planner III	GIS Technician	Designer IV	Engineer IV	Survey Supervisor	Sr Surveyor	Sr Surveyor	Surveyor II	Publications Supervisor	SUBTOTAL
		$244.71	$119.87	$107.70	$289.44	$142.87	$205.81	$126.18	$132.28	$97.56	$195.03	$167.48	$249.69	$160.83	$151.73	$106.21	$166.90	*Fully Burdened Rate*
Task	SCOPE OF WORK	$80.64	$39.50	$35.49	$95.38	$47.08	$67.82	$41.58	$43.59	$32.15	$64.27	$55.19	$82.28	$53.00	$50.00	$35.00	$55.00	*Hourly Rate*
PART I - FINAL DESIGN AND ENGINEERING SERVICES																		
1.0	**PROJECT MANAGEMENT**																	
1.1	Coordination and Review (18 months, 1 hr per month, Close out etc)	20																$ 4,894.20
1.2	Coordination Meetings (3 meetings, 1 hr/each)	3																$ 734.13
1.7	Invoicing (18 months)	5	6	6														$ 2,588.94
	Subtotal:	**28**	**6**	**6**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 8,217.27**
2.0	**SURVEY AND MAPPING**																	
																		$ -
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
3.0	**GEOTECHNICAL EVALUATION AND ENGINEERING**																	
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
4.0	**ENVIRONMENTAL AND PERMIT SUPPORT SERVICES**																	
4.1	Critical Area (Wetland and Stream) Delineation - Lake Stevens	1					16	18		2								$ 6,003.96
4.2	Wetlands and Stream Technical Memorandum - Lake Stevens	1					6	20		8							4	$ 5,451.23
4.3	SEPA Checklist - Lake Stevens	1					10		24								4	$ 6,145.07
4.4	Critical Areas Report - Lake Stevens	1					8	32		6							8	$ 7,849.48
4.5	Mitigation Bank Use Plan - Lake Stevens	1					36										6	$ 8,655.16
4.6	JARPA Section 404/401 Permitting/ No Effects Memo -Lake Stevens	1					24	65			20						2	$ 17,620.16
4.7	Other Permit Support Services																	$ -
	a. WSDOT General Const Permit for SR 529 Crossing (City																	$ -
	b. WSDOT General Const Permit for SR 204 Ramp and Signal Improvements (by TRANSPO)																	$ -
	c. Ecology Coastal Zone Management Consistency Determination Form - Lake Stevens	1					1	4										$ 955.23
	d. Washington Department of Fish and Wildlife Hydraulic Project Approval - Lake Stevens	1					5	16										$ 3,292.60
	e. Critical Areas Review - Lake Stevens	1					2	8									2	$ 1,999.56
	g. City of Lake Stevens Land Use Development Application	1					6		16								6	$ 4,597.42
	i. Ecology NPDES General Stormwater Permits - Lake Stevens						6					10						$ 2,909.64
4.8	Cultural Resources Survey																	$ -
	Subtotal:	**10**	**0**	**0**	**0**	**0**	**120**	**163**	**40**	**16**	**20**	**10**	**0**	**0**	**0**	**0**	**32**	**$ 65,479.51**
5.0	**PROPERTY AND ROW SERVICES**																	
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
6.0	**PUBLIC OUTREACH / ENGAGEMENT**																	
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
7.0	**60% PSE AND DRAFT TECHNICAL REPORTS**																	
7.1	Alternative Crossing Configurations (Transpo)																	$ -
7.2	Demolition Plan and Notes (MR)																	$ -
7.3	Site Plan																	$ -
7.4	TESC Plan, Details, and Notes - Lake Stevens	1			1	8					8							$ 3,237.37
7.5	Traffic Control Plan (NIC)																	$ -
7.6	Trail Plan, Profile, and Details (MR)																	$ -
7.7	Ramp and Crosswalk Revisions (Transpo)																	$ -
7.8	Signal Plans, Details, and Notes (Transpo)																	$ -
7.9	Illumination Plans, Details, and Notes (Transpo)																	$ -
7.10	Utility Plan, Details, and Notes - Lake Stevens (Utility coordination	16			2						8	12						$ 8,064.27
7.11	Storm Drainage Plan, Details, Notes, and Draft Report - Lake	2			8	110					8	6					6	$ 22,087.09
7.12	Ground Disturbance Compiled File (MR)																	$ -
7.13	Planting Plan, Details, and Notes (MR)																	$ -
7.14	60% Level Cost Opinion - Lake Stevens	1			1	8						4						$ 2,347.02
7.15	Specification Outline - Lake Stevens	1			1	4						2						$ 1,440.59
7.16	Review / Approval -Lake Stevens	1			1													$ 534.15
	Subtotal:	**22**	**0**	**0**	**14**	**130**	**0**	**0**	**0**	**0**	**24**	**24**	**0**	**0**	**0**	**0**	**6**	**$ 37,710.49**

Lake Stevens

Bayview Trail - Phase 1

Parametrix

December 2024

		Personnel and Salary Cost																
		Sr Engineer	Sr Project Coordinator	Project Accountant	Sr Consultant	Engineer III	Sr Scientist/ Biologist	Scientist/ Biologist III	Planner III	GIS Technician	Designer IV	Engineer IV	Survey Supervisor	Sr Surveyor	Sr Surveyor	Surveyor II	Publications Supervisor	SUBTOTAL
		$244.71	$119.87	$107.70	$289.44	$142.87	$205.81	$126.18	$132.28	$97.56	$195.03	$167.48	$249.69	$160.83	$151.73	$106.21	$166.90	*Fully Burdened Rate*
Task	SCOPE OF WORK	$80.64	$39.50	$35.49	$95.38	$47.08	$67.82	$41.58	$43.59	$32.15	$64.27	$55.19	$82.28	$53.00	$50.00	$35.00	$55.00	*Hourly Rate*
8.0	**90% CONSTRUCTION DOCUMENTS AND FINAL TECHNICAL REPORTS**																	
8.1	Plans, Details, Notes, Calculations, Final Reports - Lake Stevens	5			8	60					6	4					6	$ 14,952.75
8.2	Specifications - Lake Stevens	1			4	8						6						$ 3,550.30
8.3	Cost Opinion - Lake Stevens	1			1	8						6						$ 2,681.98
8.4	Review / Approval - Lake Stevens	1			1	1												$ 677.02
8.5	Prepare SWPPP - Lake Stevens	1			1	20												$ 3,391.53
	Subtotal:	**9**	**0**	**0**	**15**	**97**	**0**	**0**	**0**	**0**	**6**	**16**	**0**	**0**	**0**	**0**	**6**	**$ 25,253.58**
9.0	**100% FINAL DESIGN**																	
9.1	Plans, Details, Notes, Calculations-Lake Stevens	4			4	24					3	4					4	$ 7,488.09
9.2	Specifications with Final Reports in Appendices-Lake Stevens	1			1	6						2						$ 1,726.32
9.3	Cost Opinion - Lake Stevens	1			1	4						2						$ 1,440.59
9.4	Review Meeting with City - Lake Stevens	1																$ 244.71
	Subtotal:	**7**	**0**	**0**	**6**	**34**	**0**	**0**	**0**	**0**	**3**	**8**	**0**	**0**	**0**	**0**	**4**	**$ 10,899.71**
	Total	**76**	**6**	**6**	**35**	**261**	**120**	**163**	**40**	**16**	**53**	**58**	**0**	**0**	**0**	**0**	**48**	
																	SUBTOTAL:	**$ 147,560.55**
Reimbursables		(mileage [current IRS rate], courier, copies)																$ 1,407.00
																	TOTAL:	**$ 148,967.55**

Prepared by: Yammie Ho

Date: 12-5-24

Parametrix Reimbursables - Lake Stevens

Equipment (Suv 160/day)		
i.e mileage (0.67/MI)	$	1,407.00
etc		
Total	$	1,407.00

City of Lake Stevens

Bayview Trail - Phase 1 - Lake Stevens

HWA GeoSciences Inc.

December 2024

		Personnel and Salary Cost							
		Geotechnical Engineer VIII	Geotechnical Engineer V	Geotechnical Engineer III	Geologist V	Geologist III	CAD	Contracts Administration	SUBTOTAL
		$300.87	$196.84	$147.23	$169.64	$129.63	$108.82	$160.04	*Fully Burdened Rate*
Task	SCOPE OF WORK	$94.00	$61.50	$46.00	$53.00	$40.50	$34.00	$50.00	*Hourly Rate*
PART I - FINAL DESIGN AND ENGINEERING SERVICES									
1.0	**PROJECT MANAGEMENT**								
1.1	Coordination and Review								$ -
1.2	Coordination Meetings								$ -
1.7	Invoicing		6					3	$ 1,661.16
	Subtotal:	**0**	**6**	**0**	**0**	**0**	**0**	**3**	**$ 1,661.16**
2.0	**SURVEY AND MAPPING**								
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
3.0	**GEOTECHNICAL EVALUATION AND ENGINEERING**								
3.1	Geotechnical Evaluation and Field Explorations Program	2	6	20	2	30			$ 8,955.56
3.2	Geotechnical Engineering Recommendations	2	18	16	2	2	2		$ 7,316.80
3.3	Final Document Review and Comment	2	4						$ 1,389.10
	Subtotal:	**6**	**28**	**36**	**4**	**32**	**2**	**0**	**$ 17,661.46**
4.0	**ENVIRONMENTAL AND PERMIT SUPPORT SERVICES**								
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
5.0	**PROPERTY AND ROW SERVICES**								
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
6.0	**PUBLIC OUTREACH / ENGAGEMENT**								
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
7.0	**60% PSE AND DRAFT TECHNICAL REPORTS**								
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
8.0	**90% CONSTRUCTION DOCUMENTS AND FINAL TECHNICAL REPORTS**								
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
9.0	**100% FINAL DESIGN**								
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
	Total	**6**	**34**	**36**	**4**	**32**	**2**	**3**	
								SUBTOTAL:	**$ 19,322.63**
Reimbursables		(mileage [current IRS rate], courier, copies)							$ 8,632.00
								TOTAL:	**$ 27,954.63**

Prepared by: JoLyn Gillie
10/17/2024

HWA Reimbursables - Lake Stevens

Mileage (2 visits at 50 miles/trip)	100	miles	$	0.67	/mi	$ 67.00
Natural Moisture Content	12	tests	$	25.00	/test	$ 300.00
Grain-size (wet-sieve)	6	tests	$	135.00	/test	$ 810.00
Combined Grain-size & Hydrometer	6	tests	$	275.00	/test	$ 1,650.00
Organic Content and Cation Exchange Capacity	6	tests	$	100.00	/test	$ 600.00
GPS Rental (3 days at $75/day)	1	days	$	75.00	/day	$ 75.00
Water Level Indicator (3 @$30/day)	1	day	$	30.00	/day	$ 30.00
Private Utility Locator	2	hrs	$	300.00	/hour	$ 600.00
Excavation Contractor	1.5	day	$	3,000.00	/day	$ 4,500.00

Total $ 8,632.00

City of Lake Stevens

Bayview Trail - Phase 1 - Lake Stevens

Transpo Group

Dec 2024

		Personnel and Salary Cost					
		Project Manager	Project Engineer	Traffic Analyst	Acct	role	SUBTOTAL
		$213.75	$199.49	$152.46	$155.30	$0.00	*Fully Burdened Rate*
Task	SCOPE OF WORK	$72.12	$67.31	$51.44	$52.40	$0.00	*Hourly Rate*
PART I - FINAL DESIGN AND ENGINEERING SERVICES							
1.0	**PROJECT MANAGEMENT**						
1.1	Coordination and Review						$ -
1.2	Coordination Meetings	4					$ 855.00
1.7	Invoicing						$ -
	Subtotal:	**4**	**0**	**0**	**0**	**0**	**$ 855.00**
2.0	**SURVEY AND MAPPING**						
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**$ -**
3.0	**GEOTECHNICAL EVALUATION AND ENGINEERING**						
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**$ -**
4.0	**ENVIRONMENTAL AND PERMIT SUPPORT SERVICES**						
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**$ -**
5.0	**PROPERTY AND ROW SERVICES**						
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**$ -**
6.0	**PUBLIC OUTREACH / ENGAGEMENT**						
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**$ -**
7.0	**60% PSE AND DRAFT TECHNICAL REPORTS**						
7.1	Alternative Crossing Configurations						$ -
7.2	Demolition Plan and Notes						$ -
7.3	Site Plan						$ -
7.4	TESC Plan, Details, and Notes						$ -
7.5	Traffic Control Plan (NIC)						$ -
7.6	Trail Plan, Profile, and Details						$ -
7.7	Ramp and Crosswalk Revisions	8	8	20			$ 6,355.10
7.8	Signal Plans, Details, and Notes (incl. PFA plans and BOD for WSDOT Coordination at one signal)	4	8	20			$ 5,500.10
7.9	Illumination Plans, Details, and Notes						$ -
7.10	Utility Plan, Details, and Notes						$ -
7.11	Storm Drainage Plan, Details, Notes, and Draft Report						$ -
7.12	Ground Disturbance Compiled File						$ -
7.13	Planting Plan, Details, and Notes						$ -
7.14	60% Level Cost Opinion	2	4	4			$ 1,835.30
7.15	Specification Outline	2	4	4			$ 1,835.30
7.16	Review / Approval						$ -
	Subtotal:	**16**	**24**	**48**	**0**	**0**	**$ 15,525.81**
8.0	**90% CONSTRUCTION DOCUMENTS AND FINAL TECHNICAL REPORTS**						
8.1	Plans, Details, Notes, Calculations, Final Reports	2	4	8			$ 2,445.14
8.2	Specifications	2	2				$ 826.49
8.3	Cost Opinion	2	2				$ 826.49
8.4	Review / Approval						$ -
8.5	Prepare SWPPP						$ -
	Subtotal:	**6**	**8**	**8**	**0**	**0**	**$ 4,098.11**
9.0	**100% FINAL DESIGN**						
9.1	Plans, Details, Notes, Calculations	2	4	8			$ 2,445.14
9.2	Specifications with Final Reports in Appendices	2					$ 427.50
9.3	Cost Opinion	2					$ 427.50
9.4	Review Meeting with City						$ -
	Subtotal:	**6**	**4**	**8**	**0**	**0**	**$ 3,300.13**
	Total	**32**	**36**	**64**	**0**	**0**	
						SUBTOTAL:	**$ 23,779.04**
Reimbursables		(mileage [current IRS rate], courier, copies)					$ 500.00
						TOTAL:	**$ 24,279.04**

Prepared by: Kristen Cassias

Date: 12/6/24

Transpo Reimbursables - Lake Stevens

i.e	mileage	$	500.00
	documents		
	etc		
	Total	$	500.00

City of Lake Stevens

Bayview Trail - Phase 1 - Lake Stevens

RES Group Northwest

December 3, 2024

		Personnel and Salary Cost					
		ROW Lead	role	role	role	role	SUBTOTAL
		$145.68	$0.00	$0.00	$0.00	$0.00	*Fully Burdened Rate*
Task	SCOPE OF WORK	$72.00	$0.00	$0.00	$0.00	$0.00	*Hourly Rate*
PART I - FINAL DESIGN AND ENGINEERING SERVICES							
1.0	**PROJECT MANAGEMENT**						
1.1	Coordination and Review						$ -
1.2	Coordination Meetings						$ -
1.7	Invoicing						$ -
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**$ -**
2.0	**SURVEY AND MAPPING**						
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**$ -**
3.0	**GEOTECHNICAL EVALUATION AND ENGINEERING**						
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**$ -**
4.0	**ENVIRONMENTAL AND PERMIT SUPPORT SERVICES**						
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**$ -**
5.0	**PROPERTY AND ROW SERVICES**						
5.1	Administration and Meetings	10					$ 1,456.80
5.2	Title Services	56					$ 8,158.08
5.3	Appraisal Services	15					$ 2,185.20
5.4	Negotiation Services	500					$ 72,840.00
5.5	Closing Services	56					$ 8,158.08
	Subtotal:	**637**	**0**	**0**	**0**	**0**	**$ 92,798.16**
6.0	**PUBLIC OUTREACH / ENGAGEMENT**						
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**$ -**
7.0	**60% PSE AND DRAFT TECHNICAL REPORTS**						
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**$ -**
8.0	**90% CONSTRUCTION DOCUMENTS AND FINAL TECHNICAL REPORTS**						
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**$ -**
9.0	**100% FINAL DESIGN**						
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**$ -**
	Total	**637**	**0**	**0**	**0**	**0**	
						SUBTOTAL:	**$ 92,798.16**
Reimbursables		(mileage [current IRS rate], courier, copies)					$ 22,800.00
						TOTAL:	**$ 115,598.16**

Prepared by: Kristina Guzman

Date: 12/03/2024

RES Group Reimbursables - Lake Stevens

mileage	$	600.00
Postage	$	200.00
Restricted Use Appr	$	22,000.00
Total	$	22,800.00

City of Lake Stevens

Bayview Trail - Phase 1 - Lake Stevens

Willamette Cultural Resources Associates, Ltd.

December 2024

		Personnel and Salary Cost									
		Sr. Archaeologist II/PM	Sr. Archaeologist I/PM	Archaeologist II_Field Director	Archaeologist I	Sr. Architectural Historian	Architectural Historian II	GIS Director	Technical Ediitor	Accountant	SUBTOTAL
		$211.91	$139.70	$105.94	$84.79	$155.39	$114.62	$148.35	$99.01	$87.31	*Fully Burdened Rate*
Task	SCOPE OF WORK	$76.45	$50.40	$38.22	$30.59	$56.06	$41.35	$53.52	$35.72	$31.50	*Hourly Rate*
PART I - FINAL DESIGN AND ENGINEERING SERVICES											
1.0	**PROJECT MANAGEMENT**										
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
2.0	**SURVEY AND MAPPING**										
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
3.0	**GEOTECHNICAL EVALUATION AND ENGINEERING**										
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
4.0	**ENVIRONMENTAL AND PERMIT SUPPORT SERVICES**										
4.1	Critical Area (Wetland and Stream) Delineation										$ -
4.2	Wetlands and Stream Technical Memorandum										$ -
4.3	SEPA Checklist										$ -
4.4	Critical Areas Report										$ -
4.5	Mitigation Bank Use Plan										$ -
4.6	JARPA Section 404/401 Permitting/ No Effects Memo										$ -
4.7	Other Permit Support Services										$ -
	a. WSDOT General Const Permit for SR 529 Crossing										$ -
	b. WSDOT General Const Permit for SR 204 Ramp and Signal Improvemenets										$ -
	c. Ecology Coastal Zone Management Consistency										$ -
	d. Washington Department of Fish and Wildlife Hydraulic										$ -
	e. Critical Areas Reasonable Use Application										$ -
	f. City of Marysville Master Land Use Application										$ -
	g. City of Lake Stevens										$ -
	h. City of Lake Stevens										$ -
	i. Ecology NPDES General Stormwater Permits										$ -
4.8	Cultural Resources Survey										$ -
	a. Project Management and APE Consultation Assistance	1	10					1		1	$ 1,844.57
	b. Background Research and Utility Locate Survey		5	8			8	2			$ 2,759.68
	c. Monitoring and Inadvertent Discovery Plan	1		12				1			$ 1,631.54
	d. Geotechnical Monitoring			22							$ 2,330.68
	e. Archaeological Survey			22	60			1			$ 7,566.43
	f. Historic Built Environment Survey						4				$ 458.48
	g. Surbey/Monitoring Report, HPI Forms	3	4	24	6	2	16	8	3		$ 7,874.36
	Subtotal:	**5**	**19**	**88**	**66**	**2**	**28**	**13**	**3**	**1**	**$ 24,465.74**
5.0	**PROPERTY AND ROW SERVICES**										
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
6.0	**PUBLIC OUTREACH / ENGAGEMENT**										
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
7.0	**60% PSE AND DRAFT TECHNICAL REPORTS**										
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
8.0	**90% CONSTRUCTION DOCUMENTS AND FINAL TECHNICAL REPORTS**										
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
9.0	**100% FINAL DESIGN**										
	Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
	Total	**5**	**19**	**88**	**66**	**2**	**28**	**13**	**3**	**1**	
		SUBTOTAL:									**$ 24,465.74**
Reimbursables		(mileage [current IRS rate], courier, copies)									$ 1,753.00
		TOTAL:									**$ 26,218.74**

Prepared by: Ron Adams, WillametteCRA

Date: December 2, 2024

WCRA Reimbursables - Lake Stevens

Mileage	$	350.00
GPS Unit	$	603.00
Private Utility Locate	$	800.00
Total	$	1,753.00

City of Lake Stevens

Bayview Trail - Phase 1 - Lake Stevens

PACE Survey

October 2024

		Personnel and Salary Cost					
		Sr Principal Surveyor	Sr. Project Surveyor	Survey Tech V	Survey Tech IV	Survey Tech III	SUBTOTAL
		$267.00	$222.00	$176.00	$160.00	$144.00	*Fully Burdened Rate*
Task	SCOPE OF WORK	$85.59	$71.16	$56.42	$51.29	$46.16	*Hourly Rate*
PART I - FINAL DESIGN AND ENGINEERING SERVICES							
1.0	**PROJECT MANAGEMENT**						
1.1	Coordination and Review	2	1	1		0.5	$ 1,004.00
1.2	Coordination Meetings	2	1	1			$ 932.00
1.7	Invoicing	3					$ 801.00
	Subtotal:	**7**	**2**	**2**	**0**	**0.5**	**$ 2,736.99**
3.0	**SURVEY AND MAPPING-Lake Stevens**						
3.1	Field Survey and Mapping			84		64	$ 24,000.03
3.2	Boundary Resolution	8	8				$ 3,911.98
3.3	Legal Descriptions - City of Marysville	19	19	36			$ 15,626.99
	Subtotal:	**27**	**27**	**120**	**0**	**64**	**$ 43,538.99**
	Total	**34**	**29**	**122**	**0**	**65**	
						SUBTOTAL:	**$ 46,275.99**
Reimbursables		(mileage [current IRS rate], courier, copies)					$ 2,800.00
						TOTAL:	**$ 49,075.99**

Prepared by: WRH
Date: 10/28/24

PACE Reimbursables - Lake Stevens

i.e mileage	$	300.00
Utility Locates	$	2,500.00
documents		
etc		
Total	$	2,800.00

CITY COUNCIL STAFF REPORT

Agenda Date: 9/23/2025

Subject: Lundeen Light Repairs

Contact Person/Department: Curtis Clifton, Public Works

Budget Impact: We will be coming to the Council in the future for a $55,000 budget amendment for repairs to street lights along Lundeen Parkway.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Public Works is requesting that the Council approve a $55,000 budget amendment for the repairs and mitigation of several streetlights along Lundeen Parkway that have been vandalized.

SUMMARY/BACKGROUND:

Several streetlights along Lundeen Parkway have been vandalized. In multiple instances, wires have been pulled out, rendering the lights inoperable and creating potential safety hazards for pedestrians and drivers. Prompt repairs are needed to restore proper lighting, ensure public safety, and deter further vandalism in the area.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 20250902 Service Electric Street Light Repair Contract

PUBLIC WORKS CONTRACT (Under $150,000)

Contract Name: _ Lundeen Street Light Repair _ **Project No**. _ 20250902 _

This Agreement, made and entered into this _____ day of _____20___, by and between the City of Lake Stevens, hereinafter referred to as "City", and _ Service Electric Co., Inc _**,** hereinafter referred to as "Contractor."

In consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

1. <u>Scope of Work and Schedule of Services to be Performed by Contractor—the Project</u>.

The Contractor shall perform, carry out those services described in the attached "Scope of Work" and complete the _ Lundeen Street Light Repair _("Project") in accordance with this Contract and the incorporated Contract Documents specified in Section 2. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. <u>Contract Documents</u>.

The following checked documents are incorporated into the Contract by this reference:

A. ☐ Plans and Contract Drawings (attached).

B. ☒ Scope of Work (attached).

C. ☒ Proposal/Bid Submittal (attached).

D. ☐ 2016 or _____ Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).

E. ☐ WSDOT Amendments to the Standard Specifications (referenced but not attached)

F. ☐ 2010 APWA Supplement General Special Provisions (referenced but not attached).

G. ☐ City of Lake Stevens Engineering Standards (referenced but not attached)

H. ☐ Addenda **(if any) described as follows: _____.**

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. <u>Commencement of Work and Time of Completion</u>.

Work shall not proceed under this Contract until the following conditions have been met by the Contractor:

A. Contract has been signed and fully executed by the parties.

B. The Contractor has provided the City with the certificates of insurance required under Section 22.

C. The Contractor has obtained a City of Lake Stevens Business License.

D. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

E. Ch. 39.08 RCW Performance & Payment Bond (check one box). Contractor has elected to:

(i) ☐ No requirement for a performance and payment Bond since the total contract amount is under $5,000; or

(ii) ☐ Provide a Performance and Payment Bond; or

(iii) ☒ Per the City's Procurement Policy, the City has approved the Contractor's request, that in lieu of providing the Performance and Payment Bond the City will withhold up to 10% on the project for a period of 30-days after final acceptance of the completed work or until receipt of all necessary releases from the Department of Revenue, Employment Security Department and Department of Labor & Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. For this contract, the following amount of withholding applies:

☐ 5% of monies earned

☒ 10% of monies earned

Language shall be included in all bonds stating that the amount of the bond will automatically increase with each change order without obtaining additional approvals from the surety.

F**.** These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within _ 10 _ days of issuance of the notice to proceed and be completed no later than _ 31 October 2025 _.

4. <u>Time is of the Essence/Liquidated Damages</u>.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified above in Section 3. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications identified in subsection 2.D. for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Payment for Project.

A. Total Contract Sum for Project. Excluding payment under the provisions for early termination set forth in Section 1-08.10 of the Standard Specifications and approved changes orders, the City shall pay the Contractor after the Project work is fully performed and accepted a total Contract Sum not to exceed:

Statement of Work Subtotal:	$_ 50,126.00 _
Sales Tax	$_ 4,661.72 _
Total Contract Amount	$_ 54,787.72 _

The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

B. Retainage: Contractor elects to have _ 10 _% retainage as required by RCW Chapter 60.28 (check one):

(i) ☒ Held in a fund by the City; or

(ii) ☐ Deposited in an interest-bearing account, invested in an ☐escrow account or ☐provide a retainage bond.

Retainage will not be released until receipt of approval of Affidavit of Wages Paid from Department of Labor and Industries. On projects over $35,000 Retainage will be released following the receipt of final approval from the Department of Labor and Industries, Department of Revenue, and Employment Security Department and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

C. Payments shall be for Performance of Project Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

D. Right to Withhold Payments if Work is Unsatisfactory. If during the course of the Contract, the work rendered, in the judgment of the City, does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until in the judgment of the City the work meets the requirements of the Contract.

E. Payments. Subject to G below, progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

F. Payments for Alterations and/or Additions. Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

G. Final Payment. As a Public Works project under $150,000, the City shall not require a payment and performance bond if requested by Contractor and the City shall not withhold statutory retainage under RCW Chapter 60.28. However, in such case, the parties agree that the City shall retain _____% of the contract amount for a period of thirty days after the date of final acceptance or until each of the following has occurred:

1. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Washington State Department of Labor and Industries and the City.

2. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect this Contract have been paid

3. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.

4. The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

H. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the City as being one hundred percent (100%) complete.

I. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by the City under Section 7 or other applicable provision of the Contract.

7. City Right to Early Termination of Contract.

The City may early terminate this Contract for cause as provided for in Section 1-08.10 of the Standard Specifications and in accordance with the provisions thereof.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

10. Business License Required.

The Contractor shall obtain a City of Lake Stevens Business License prior to the issuance of a notice to proceed by the City and the commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

A. General Job Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

B. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655.

The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrate to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance With Law.

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

A. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

B. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

C. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

20. Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.

C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

D. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or

damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

F. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

22. Insurance.

A. **Insurance Term.**
The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. **No Limitation.**
Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance**.

Contractor's required insurance shall be of the types and coverage as stated below:

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

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

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

4. ☐ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of $5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. ☐ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $2,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of $2,000,000 per loss, with an annual aggregate of at least $2,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit.

3. ☐ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

4. ☐ Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. Public Entity Full Availability of Contractor Limits

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

F. **Other Insurance Provisions.**

(i) Primary Coverage. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain provisions, or be endorsed to contain provisions providing that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

(ii) (Check all applicable coverages)

☐ Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

☐ Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Pollution Liability insurance that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

G. **Acceptability of Insurers.**

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

H. **Verification of Coverage.**

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the

Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

I. **Contractor's Insurance for Other Losses**.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. **Subcontractors.**

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13 for ongoing operations and CG 20 37 10 01 for completed operations.
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K. **Waiver of Subrogation.**

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

L. **Notice of Cancellation of Insurance.**

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. **Failure to Maintain Insurance**

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

23. <u>Assignment and Subcontractors</u>.

A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

C. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

24. Severability.

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

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

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach

thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

27. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the City by _ Brandon Connolly _, and shall be administered for the Contractor by the Contractor's Contract Representative, _ Jack Grove _ unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (Physical Address)
Post Office Box 257 (Mailing Address)
Lake Stevens, WA 98258
Telephone: 425.334.1012

To Contractor

Service Electric Co., Inc
Attn: Jack Grove
1615 First Street PO Box 1489
Snohomish, WA 98291
Telephone: 360.568.6966

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

31. Venue.

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

32. Attorney Fees

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. Counterparts and Signatures.

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

35. ☐ Debarment and Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), the Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately. Additionally, if this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(K) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition) are hereby incorporated, as applicable, as if fully set forth herein. See attached Exhibit A, if applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed this ___ day of _____, 20___.

CITY OF LAKE STEVENS	Service Electric Co., Inc
By:_____	By:_____
(Title Mayor or Director authorized to sign)	_____
	Printed Name & Title
Attest:	Approved as to Form:
_____	_____
Kelly Chelin, City Clerk	Greg Rubstello, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

_____	_____
City	Contractor

ATTACHMENTS: (SOW/Estimate/Quote)

Exhibit A:

August 28, 2025

Mr. Brandon Connolly-Field Supervisor
City of Lake Stevens
Public Works
2306 131st Ave NE
Lake Stevens, WA 98258
Ph: 425-223-1713
bconnolly@lakestevenswa.gov

Re: Lundeen Wire Theft Replacement per RFB dated 8-20-25, City of Lake Steens, WA 98258

Mr. Connolly:

Service Electric Co., Inc. is pleased to extend our bid proposal for **Lundeen Wire Theft Replacement per RFB dated 8-20-25 Project.** Our bid proposal is quoted as follows:

REPLACEMENT OF MISSING OR DAMAGED ELECTRICAL MATERIAL	**LS**	**$50,126.00**
Sales Tax @ 9.3%		**$ 4,661.72**
TOTAL		**$54,787.72**

Includes: Replacement of missing or damaged electrical materials on Lundeen Parkway west of State Route 9 and Electrical Permit.

Exclusions:

Traffic Control	Overtime/Shift Work

Service Electric will provide no other insurance coverage other than our current coverage. A sample insurance certificate is available from our office upon request. If requested, we will seek additional coverage at actual cost, if available.

Service Electric will accept no defense/indemnity except to pay damages to the extent caused by our own negligence or fault.

These exclusions supersede any language in Contractor's host document.

Thank you for the opportunity to provide this proposal. We look forward to working with you on this project.

Very truly yours,

Jack Grove

Jack Grove
Estimator – Cell: 425-508-7273

Service Electric Co., Inc. • 1615 First Street • P.O. Box 1489 • Snohomish, WA 98291
SERVIEC564RU/UBI 179-023-787 • 360-568-6966 • 360-568-9283 fax

Missing or damaged materials are as follows:

Description	Qty	Unit
6 AWG USE-2 - BLACK	2400	LF
6 AWG USE-2 - WHITE	2400	LF
6 AWG USE-2 - GREEN	2400	LF
SEC Single-Fused Connector Kit	24	EA
5 Amp Midget Fuse	24	EA

Notes:
Missing conductor total run of 2,400 LF consists of eight (8) each separate segments of two (2) conductors plus a ground. Splicing will be required at twelve (12) each locations.

Recommendations:
In an effort to deter wire theft in the future we recommend welding the junction box lids to the frames with two (2) each 1" seam welds. The City of Marysville has adopted this practice.

Sample Bid Form:

Item #	Description	Est. Qty	Unit	Unit Price	Amount
1	6 AWG USE-2	7200	LF		
2	SEC Single-Fused Connector Kit	24	EA		
3	5 Amp Midget Fuse	24	EA		
4	Weld Junction Box Lid with two (2) each 1" Seam Welds	30	EA		

TOTAL COMPUTED PRICE: _____

Unit pricing is inclusive of all materials, equipment, labor, and mobilization necesssary to accomplish the work.

CITY COUNCIL STAFF REPORT

Agenda Date: 9/23/2025

Subject: 91st Ave SE Multi-use Path Phase 2 Design Contract

Contact Person/Department: Ben Romanaggi, Public Works

Budget Impact: **$475,420** for Design (Total)
$315,000 funded by WSDOT Safe Routes to School Grant
$160,420 funded locally

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the design contract with Prizm Consulting, Inc. for the 91st Ave SE Multiuse Path Phase 2 (TBP-5)

SUMMARY/BACKGROUND:

This project will design and construct a pedestrian and bicycle path on the east side of 91st Ave SE from 20th SE to 12th St SE, closing the last gap in the corridor. It finalizes the safe route to the four nearby schools: Lake Stevens Middle School, Hillcrest Elementary, Skyline Elementary, and Lake County Preschool. This project is identified as TBP-5 in the Transportation Benefit Program (TBP). The project has received grant funding through the Washington State Department of Transportation (WSDOT) Safe Routes to School Grant ($800k), which includes funding for design and construction.

Working collaboratively with WSDOT, additional improvements were identified to bring this corridor to modern standards. ADA ramps will be built along 91st Ave SE, all existing ADA ramps will be brought into compliance, and crosswalks will be painted at many of these crossings. Speed mitigation treatments will be applied through multiple methods: Speed Cushions - allowing full access to school buses, community transit, and emergency services; reducing the speed limit to 25 mph, school zone signage, and a reduced 10.5' lane width. Pedestrian scale lighting will also be added to help further improve the corridor.

Construction is anticipated to begin during the Summer of 2026, with substantial completion required before school starts in the fall.

APPLICABLE CITY POLICIES: Transportation Benefit Program

ATTACHMENTS:
1. Professional Services Agreement with Prizm Consulting, Inc.
2. Scope of Work and Fee Proposal

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND PRIZM CONSULTING, INC FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement') is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and Prizm Consulting, Inc. ("Prizm"), corporation authorized to do business in the State of Washington, ("Consultant").

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

In the event that the Consultant shall default on this Agreement or in the event that this Agreement

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

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

III.3 **TERM.** The term of this Agreement shall commence upon full signing and shall terminate at midnight December 31, 2026. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 **EMPLOYMENT**.

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

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

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

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

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

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

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

III.6 **INDEMNITY**.

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

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

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

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

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

III.7 **INSURANCE**.

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

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

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

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

(2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

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

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

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

(1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

(2) Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate.

(3) Professional Liability insurance shall be written with limits no less than $2,000,000 per claim and $2,000,000 policy aggregate limit.

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

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

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

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's

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

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

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

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

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

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

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

Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 **INDEPENDENT CONTRACTOR**.

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

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

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

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

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

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

III.14 **SUBCONTRACTORS/SUBCONSULTANTS**.

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

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process.

The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit A: Associated Earth Sciences, PH Consulting, Environmental Science Associates , S & F Land Services

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS**.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed $475,420.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount**.**

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

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

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

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

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

b. **Public Records.**

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

ARTICLE V. GENERAL

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

To the City:	**To the Consultant:**
City of Lake Stevens Attn: City Clerk Post Office Box 257 Lake Stevens, WA 98258 Telephone: 425-622-9412	Robert Dahn, PE Prizm Consulting, Inc 10940 NE 33rd Pl Bellevue, WA 98004 Telephone: 716-672-9769

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

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

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

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

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

V.5 **SEVERABILITY.**

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

b. If any provision of this Agreement is in direct conflict with any statutory provision

of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

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

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

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

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

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

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

DATED this _____ day of September, 2025.

CITY OF LAKE STEVENS

By:_____
Gene Brazel, City Administrator

Prizm Consulting, Inc

By:_____
Robert Dahn, Project Manager

Approved as to Form:

By:_____
Greg Rubstello, City Attorney

CITY OF LAKE STEVENS

91st AVE SE MULTI-USE PATH PHASE 2 PROJECT

PROJECT UNDERSTANDING

Prizm Land Inc. ("Prizm") will provide civil engineering services for the City of Lake Stevens' ("City") 91st Ave SE Multi-use Path Phase 2 Project ("Project") generally consisting of ± 2,500 LF of new asphalt pedestrian and bicycle path and curb along the east side of 91st Ave SE between 20th St SE and 12th Pl SE.

The Project will be designed to comply with ADA guidelines, and include pedestrian ramps at all existing and new crosswalks; traffic cushions, lane narrowing, and signage in targeted locations to reduce traffic speeds; pedestrian scale lighting, cultural resources/archaeological review between 15th Pl and 12th Pl SE; ROW purchase coordination, block walls, geotechnical investigation, critical areas report, all in compliance with the Safe Routes to School grant.

SCOPE OF WORK

Based upon our understanding of the project requirements and discussions with the City, Prizm has developed the following scope of services.

Task 001: Project Management and Coordination

This task is for general coordination and meetings on the project, including detail review/discussion meetings, in-house quality assurance, coordination with subconsultants, etc. This task also includes initial project setup, and compiling existing project files/records for use in accomplishing the tasks outlined below. Prizm personnel will attend and participate in meetings with you as the project progresses. Prizm will prepare monthly invoices for work performed during the previous month.

Deliverables

Monthly progress reports, invoices, QA/QC.

Task 002: Survey Services

S&F Land Services will provide survey services for the project. See attached scope of work for additional details.

Task 003: Geotechnical Engineering Services

Associated Earth Sciences Incorporated will provide Geotechnical Engineering services for the project. See attached scope of work for additional details.

Task 004: Traffic Engineering Services

PH Consulting Inc. will provide Traffic Engineering and Illumination services for the project. See attached scope of work for additional details.

Task 005: Environmental Services

Confluence Environmental Company will provide Environmental Engineering services for the project. See attached scope of work for additional details.

Task 006: Cultural Resource Services

Environmental Science Associates will provide cultural resource and archaeological review services for the project. See attached scope of work for additional details.

Task 007: 50% Design

Using the topographic survey prepared under Task 002, Prizm will prepare 50% design submittal package for the Project. The services under this task will include:

- Kick off meeting.
- Layout and location of new sidewalk, curb ramps, and crosswalk.
- Prepare plan sheets for the proposed improvements, including:
    - 22"x34" sheets with roughly an 18"x28" drawing area.
    - Drawing scale at 1" = 20' horizontal.
    - Cover Sheet including Project Contacts and Sheet Index
    - TESC plan, notes, and details as necessary.
    - Existing condition and demolition sheets.
    - Plan view layout of proposed improvements
    - Overall corridor grading and path grading.
    - Lighting design sheets.
    - Channelization plans.
    - Stormwater design plans.
    - Placeholder ADA detail sheets
    - City standard details cross-referenced where applicable and specialized details developed as necessary.
- Prepare 50% technical specifications, including measurement and payment in WSDOT format, proposal, contract forms, general conditions, and special conditions (if needed).
- Prepare 50% quantity take off and Engineer's Estimate.
- Prepare 50% stormwater technical memorandum that outlines the minimum requirements applicable to this project and how they are planned to be addressed.
    - Project summary.
    - Project area calculations.
    - Minimum requirement applicability analysis.
    - Preliminary WWHM modeling for MR 7 test.
- Design memorandum to accompany 50% submittal outlining assumptions and questions.

Deliverables

50% Plans(PDF)
50% Specifications (PDF)
50% Engineer's Estimate (PDF)
Stormwater technical memorandum (PDF)
Design Memo (.docx)

Assumptions

It is assumed that flow control facility design will not be required for this project.
The City will provide example specifications from a recent City project to use as a boilerplate (.docx).

The City will provide comments in a single PDF document.
The allotted time for City review is 2-weeks unless shown otherwise in a project specific schedule.

Exclusions

Grading for the ADA curb ramps will not be included at this submittal stage. Only overall grading for the corridor and path will be included.

Vertical profiles are not anticipated and will not be included.

Task 008: 90% Design

Prizm will prepare the 90% design submittal package for the Project. The services under this task will include:

- Site walk with the City after the City review and comment period.
- Design review meeting with the City after the City review and comment period.
- Incorporating comments on the 50% plans.
- Prepare plan sheets for the proposed improvements, including:
    - Plan view of all proposed improvements
    - Grading of all proposed improvements.
- Prepare 90% technical specifications, including measurement and payment in WSDOT format, proposal, contract forms, general conditions, and special conditions (if needed).
- Prepare draft storm drainage report.
- Prepare 90% quantity take off and Engineer's Estimate.
- Design memorandum to accompany 90% submittal outlining assumptions and questions.

Deliverables

90% Plans (PDF)
90% Specifications (PDF)
90% Engineer's Estimate (PDF)
Draft storm drainage report (PDF)
Design Memo (.docx)

Assumptions

The City will provide comments in a single PDF document.

Task 009: Final Design

Prizm will prepare the final design submittal package for the Project. The services under this task will include:

- Design review meeting with the City after the City review and comment period.
- Incorporating comments on the 90% plans.
- Prepare plan sheets for the proposed improvements, including:
    - Plan view of all proposed improvements
    - Grading of all proposed improvements.

- Prepare final technical specifications, including measurement and payment in WSDOT format, proposal, contract forms, general conditions, and special conditions (if needed).
- Prepare final storm drainage report.
- Prepare final quantity take off and Engineer's Estimate.
- Design memorandum to accompany 90% submittal outlining assumptions and questions.
- MEF Documentation as needed with up to one (1) rounds of revisions.

Deliverables

Final Plans (PDF)
Final Specifications (PDF & .docx)
Final Engineer's Estimate (PDF & .xlsx)
Final storm drainage report (PDF)

Assumptions

MEF documentation will be prepared for up to five (5) ADA curb ramps.

Task 010: Bidding & Award Services

Prizm will provide consultation services during the bidding and award process, including:

- Providing project advertisement language and uploading all contract documents to BXWA.
- Generally assisting the City as needed, and preparing and uploading addenda, if necessary.

Deliverables

Addenda if necessary
5 printed and bound hard copy contract books.

Assumptions

The City will not require Prizm to wet sign construction plans (digital signatures will be sufficient).
Mylar plans will not be required.

Task 011: Management Reserve

This task provides for unanticipated services deemed to be necessary during the course of the project that are not specifically identified in the scope of work tasks identified above. Any funds under this item are not to be used unless explicitly authorized by the City. This management reserve may be utilized for additional environmental mitigation work, and right-of-way acquisition services. Fee estimate is based on ±10% of Tasks 001 – 010, if the reserve is to be used, a detailed fee will be provided to the City for services prior to approval of management reserve use.

Deliverables

None yet identified

GENERAL ASSUMPTIONS AND NOTES

Project Understandings and Assumptions:

In preparing the proposal, we have assumed the following:

1. Scope and fees outlined herein are based on the Project Understanding included with this proposal as well as the following information (any changes to these documents may result in changes to the fees):
    a. Correspondence prior to the effective date of this Agreement.
2. The following items are not included in this proposal:
    a. Structural Engineering Services.
    b. Sanitary sewer main replacement/improvements.
    c. Water main replacement/improvements.
    d. Traffic studies.
    e. Gas main relocation coordination.
    f. Power relocation coordination (Client to coordinate).
    g. Other dry utility relocation coordination.
    h. Wall or rockery design above 4ft.
    i. Traffic control plan design (Provided by Contractor).
    j. Potholing during design.
    k. Environmental documentation/permits beyond what is included in the scope above.
    l. Construction Administration, Staking, or Inspection Services (a separate fee proposal can be provided upon request).
3. Prizm will not pay any Agency fees on behalf of the Client. This includes any fees associated with permits and easements.
4. Obtaining any offsite easements or right-of-entry including permanent easements (if required) will be the responsibility of the Client.
5. The fees stated above do not include reimbursable expenses such as large format copies (larger than legal size), mileage, and plots. These will appear under a separate task called EXPENSES and will be billed in accordance with Prizm's current Rate Sheet.
6. Time and expense items are based on Prizm's current hourly rates.
7. These fees stated herein are valid if accepted within 30 days of the date of the proposal.
8. Prizm reserves the right to adjust Task/Project fees per current market conditions for tasks not started within a year of contract execution.
9. Prizm reserves the right to move funds between approved tasks 001-010 as necessary based on approved scope of work provided the overall budget is not exceeded. Client Project Manager will be notified if funds are shifted.
10. Project stops/starts and significant changes to the Project Schedule may result in changes to the fees provided above and a separate fee proposal will be provided.
11. Client revisions requested after the work is completed will be billed at an hourly rate under a new task called Client Requested Revisions. A fee estimate can be provided to the Client prior to proceeding with the revisions.
12. Should Prizm be asked or required to support Client through project appeals or legal challenges, this work will be billed at an hourly rate under a new task called Client Support. A fee estimate can be provided to the Client prior to proceeding with this work.
13. If the Client requests Prizm's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Prizm's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task and will be in addition to the maximum or total fees and costs stated in the agreement to which this scope of work is attached.

ADDITIONAL SERVICES

Prizm has the capability to provide services outside of the agreed upon Scope of Services. These services would be considered Additional Services and would be provided on a Time and Materials basis and billed in accordance with the attached Professional Services Fee Schedule. Additional Services will only be provided at the written request of the Client.

91ST AVE SE MULTI-USE PATH PHASE 2 PROJECT

Job Number: 250001.01 Prepared By: Grace Garwin, PE
Date: 8/18/2025 Checked By: Rob Dahn, PE

Task #	Base Tasks	Project Manager $215/hr Hours	Engineer $170/hr Hours	Designer $195/hr Hours	Total Hours	Total Fee	Fee Type
001	Project Management and Coordination	151	81	0	232	$46,240	Not to Exceed
002	Survey Services	12				$31,320	Fixed Fee
003	Geotechnical Engineering Services	9				$25,280	Fixed Fee
004	Traffic Engineering Services	30				$82,170	Fixed Fee
005	Environmental Services	3				$9,620	Fixed Fee
006	Cultural Resource Services	7				$18,430	Fixed Fee
007	50% Design	68	148	288	504	$95,940	Not to Exceed
008	90% Design	72	156	232	460	$87,240	Not to Exceed
009	Final Design	28	62	72	162	$30,600	Not to Exceed
010	Bidding & Award Services	0	6	8	14	$2,580	Not to Exceed
011	Management Reserve					$45,000	Not to Exceed
	Expenses					$1,000	Not to Exceed
	Total Hours	380	453	600	1433		
	Prizm Personnel	$81,700	$77,010	$117,000		**$475,420**	

001	Project Management and Coordination		Project Manager	Engineer	Designer	Total Hours	
Item #	Description		$215/hr	$170/hr	$195/hr		
			Hours	Hours	Hours		
1	Monthly Invoices/Progress Reports		20			**20**	
2	Subsoncultant QA/QC		40	20		**60**	
3	Management of Staff and Schedule		30			**30**	
4	Client Project Coordination		40	40		**80**	
5	Bi-Weekly Status Checks		21	21		**42**	
		Total Hours	151	81	0	**232**	
		Total Fee	$32,465	$13,770	$0		**$46,240**

002	Survey Services		Project Manager	Total Cost (S&F Land Services)	Markup	Total Hours	Total
Item #	Description		$215/hr		15%		
			Hours				
1	Survey Services			$24,990	$3,749		
2	Subconsultant Coordination		12				
		Total Hours	12			**12**	
		Total Fee	$2,580	$24,990	$3,749		**$31,320**

003	Geotechnical Engineering Services		Project Manager	Total Cost (AESI)	Markup	Total Hours	Total
Item #	Description		$215/hr		15%		
			Hours				
1	Geotechnical Engineering Services			$20,300	$3,045		
2	Subconsultant Coordination		9				
		Total Hours	9			**9**	
		Total Fee	$1,935	$20,300	$3,045		**$25,280**

004	Traffic Engineering Services		Project Manager	Total Cost (PH Consulting)	Markup	Total Hours	Total
Item #	**Description**		**$215/hr**		**15%**		
			Hours				
1	Traffic Engineering Services			$65,840	$9,876		
2	Subconsultant Coordination		30				
		Total Hours	30			**30**	
		Total Fee	$6,450	$65,840	$9,876		**$82,170**

005	Environmental Services		Project Manager	Total Cost (Confluence)	Markup	Total Hours	Total
Item #	**Description**		**$215/hr**		**15%**		
			Hours				
1	Environmental Services			$7,800	$1,170		
2	Subconsultant Coordination		3				
		Total Hours	3			**3**	
		Total Fee	$645	$7,800	$1,170		**$9,620**

006	Cultural Resource Services		Project Manager	Total Cost	Markup	Total Hours	Total
Item #	**Description**		**$215/hr**		**15%**		
			Hours				
1	Cultural Resource Services			$14,719	$2,208		
2	Subconsultant Coordination		7				
		Total Hours	7			**7**	
		Total Fee	$1,505	$14,719	$2,208		**$18,430**

007 Item #	50% Design Description	Project Manager $215/hr Hours	Engineer $170/hr Hours	Designer $195/hr Hours	Total Hours	
1	Kick Off Meeting	4	4		**8**	
2	Sheet Set Up	8	12	88	**108**	
3	50% Design Plans	32	60	200	**292**	
4	50% Design Specs	8	24		**32**	
5	50% Design Estimate	8	20		**28**	
6	Stormwater Technical Memorandum	4	24		**28**	
7	Desgin Memo	4	4		**8**	
	Total Hours	68	148	288	**504**	
	Total Fee	$14,620	$25,160	$56,160		**$95,940**

008 Item #	90% Design Description	Project Manager $215/hr Hours	Engineer $170/hr Hours	Designer $195/hr Hours	Total Hours	
1	Sitewalk	8	8		**16**	
2	Review Meeting	4	4		**8**	
3	90% Design Plans	16	56	232	**304**	
4	90% Design Specs	12	32		**44**	
5	90% Design Estimate	8	36		**44**	
6	Draft Storm Drainage Report	4	16		**20**	
7	QA/QC	16			**16**	
8	Desgin Memo	4	4		**8**	
	Total Hours	72	156	232	**460**	
	Total Fee	$15,480	$26,520	$45,240		**$87,240**

009 Item #	Final Design Description	Project Manager $215/hr	Engineer $170/hr	Designer $195/hr	Total Hours	
		Hours	Hours	Hours		
1	Review Meeting	4	4		**8**	
2	Final Design Plans	8	16	72	**96**	
3	Final Design Specs	4	8		**12**	
4	Final Design Estimate	4	16		**20**	
5	Final Storm Drainage Report	2	6		**8**	
6	MEF Documentation	6	12		**18**	
	Total Hours	28	62	72	**162**	
	Total Fee	$6,020	$10,540	$14,040		**$30,600**

010 Item #	Bidding & Award Services Description	Project Manager $215/hr	Engineer $170/hr	Designer $195/hr	Total Hours	
		Hours	Hours	Hours		
1	Prepare & Upload Project to Builder's Exchange		2		**2**	
2	Prepare & Issue Addenda (if necessary)		4	8	**12**	
	Total Hours	0	6	8	**14**	
	Total Fee	$0	$1,020	$1,560		**$2,580**

011 Item #	Management Reserve Description	Total Cost	Total
1	Unassigned Services Reserve	$45,000	
	Total Fee	$45,000	**$45,000**

S&F Land Services
Your Proven Geospatial Partner

1750 112th Avenue, Suite B-216 - Bellevue, WA 98004 | 425-832-3872
info@sflands.com - www.sflands.com

August 26, 2025
PRIZM ENGIN
Attn: Client
Address 1
Address 2
Email: Email Address
Phone: Phone Number

RE: Job Description – Survey Proposal

Client Name,

On behalf of S&F Land Services, I am pleased to submit this proposal to provide professional surveying services for 91st Ave SE from the southerly end of the curb returns on 20th Street SE to the end of the north curb return at 12th Place SE, as shown in RED on the enclosed Exhibit A.

Scope of Work:

Task 1. TOPOGRAPHIC SURVEY BASE MAPPING

Under this task, S&F will prepare base mapping for the full width of the right of way on 91st Ave SE, including extending past the curb returns on the abutting streets between 20th Street SE and 12th Pl SE.

An AutoCAD drawing will be prepared at a scale of 1" = 20', or as required by the design engineer or the City before drafting commences. Existing Aerial and/or LIDAR mapping sources may be utilized either directly or as a basis for verification.

This task includes:

- Full topographic survey for design.
- Control survey in NAD 83/11 Horizontal Datum, with all elevations derived from and checked to NAVD '88 Vertical Datum.
- Retrieve, interpret, and include existing as-builts as available from local agencies and purveyors.
- Establish rights-of-way and roadway centerlines within above-described area as available from recorded plats and public records further compared to the Snohomish County Parcel GIS lines.
- Wetland flags delineated prior to survey will be located and shown in base map within and adjacent to the right-of –way sections described above.
- Survey and map individual trees 6" DBH and greater within the site areas.
  Tree size and species will be noted.
- Set additional benchmarks at least 1 per 1000' of route mapping
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Show and dimension located topographic features and contours at 2' intervals along subject area.
- Show and label all control points with elevations and point numbers.
- Show known utilities by surface evidence, utility pre-painting, or as-built location.
- Structures (manholes/catch basins): pipe inverts, size, direction, and material.
- Coordinate the services of the Public Utility Notification Center (one-call or 811). Underground utility markings are assumed to have been completed prior to the date(s) of scheduled survey fieldwork

  S&F assumes no responsibility for the accuracy of the delineation of underground utilities by utility locating firms and/or the respective utility owners, nor for the existence of any buried objects. All utility locations should be field verified prior to construction

1750 112th Avenue, Suite B-216 - Bellevue, WA 98004 | 425-832-3872
info@sflands.com - www.sflands.com

Task 2. Right of Way Acquisition Document

Under this task, S&F will prepare legal descriptions and graphical exhibits for areas which are deemed necessary to be acquired by city. This task assumes the following documents for 6 separate areas.
Exhibit A: Description of affected parcel per county deed.
Exhibit B: Description of area to be acquired.
Exhibit C: Graphic Depiction of area to be acquired.

Assumptions:
S&F will have unobstructed access to the subject property to complete the above scope of work.

Deliverables:
i. AutoCAD .dwg drawing file.

Schedule:
i. Deliverables could be furnished within 5 weeks of contracted notice to proceed.
NOTE: A more aggressive schedule may be available

Fees:

The fees for the scope of services as described above will be on a fixed fee basis. Additional services requested and approved by the Client not described herein will be billed as a Contract Addendum.

FEES	**$24,990**
1. Topographic Survey	$18,075.00
2. ROW Docs	$5,415.00
3. Title reports for 6 parcels (to be named later)	$1,500.00

EXPENSES	*invoiced at cost plus 10%*
A. Plotting and Shipping (if hard copies requested)	

If this proposal is acceptable to you, please sign a copy of this letter and return it to us as our notice to proceed. Signing this document is a promise to pay for services as outlined above, and acknowledgment of our enclosed terms and conditions. I appreciate the opportunity to provide this proposal for your consideration. If you have any questions or concerns, please feel free to call me at the phone number listed above.

Sincerely,

Zane Nall, PLS - Senior Project Manager

S&F Land Services

_____(Date Accepted)

_____ (Signature)

_____ (Name)

_____ (Title)

EXHIBIT A

1750 112th Avenue, Suite B-216 - Bellevue, WA 98004 | 425-832-3872
info@sflands.com - www.sflands.com

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info@sflands.com - www.sflands.com

These Standard Terms & Conditions are made a part of this Agreement between S&F Land Services, LLC (herein referred to as S&F) and the CLIENT. The CLIENT has read and agrees to the following Standard Terms & Conditions as an integral part of this Agreement.

SECTION 1 – SERVICES OF S&F

A. **Authorization to Proceed:** Any request by CLIENT to proceed with work shall constitute an acceptance of all terms of this Agreement, including these Standard Terms & Conditions. Signing the contract and providing any required retainer shall be construed as authorization by CLIENT for S&F to proceed with the work.

B. **Fees:** The fees related to the scope of work are good for 30 days after the date they are prepared. If, at any time during the completion of the scope, the project is delayed for more than 60 days then S&F has the right to re-evaluate the fees accordingly.

SECTION 2 – TERMS OF PAYMENT

A. **Payment:** Invoices will be issued monthly by S&F and are due and payable on receipt. Interest is charged at a periodic rate of 1.5% per month (18% APR) on all invoices not paid within thirty (30) days. If any invoice is not paid in full within 30 days after the invoice date, then in addition to any other remedies available to S&F, it may cease performing work and not release any information or documents hereunder upon delivery of written notice of its intention thereof to the CLIENT. Further, in the event of such default, S&F shall have the right, but not the obligation, to cease performing work under any other contract then outstanding between the CLIENT and S&F. CLIENT and S&F agree payment to S&F is not subject to any payments due CLIENT from any third party and payments due S&F will not be delayed pending a third-party disbursement. If CLIENT disputes any portion of an invoice, CLIENT shall notify S&F of the dispute (including amount) in writing within 30 days of the invoice date. CLIENT hereby waives the right to dispute an invoice more than 30 days after an invoice's date, and/or if CLIENT fails to provide the required notice.

B. **Reimbursable Expenses:** Outside services, reproductions etc. required to complete the job that are not itemized in the Scope of Work are invoiced as Reimbursable Expenses, at cost plus 10%.

C. **Collection Expenses**: Should S&F incur expenses to collect any past due sum, the CLIENT agrees to pay said expenses in addition to all other charges due under this contract.

SECTION 3 – OBLIGATIONS OF CLIENT

A. **Differing Site Conditions:** If any of the physical conditions at the site which is the subject of this Agreement are different than those represented by the CLIENT or different than those encountered in work of a similar character, and such differences adversely affect S&F's performance of services, S&F may terminate its services after notifying the CLIENT of such Differing Site Conditions or CLIENT agrees, in writing, to new or modified scope of services and fees.

B. **Site Access:** S&F understands the CLIENT has unrestricted access to the site and shall therefore afford S&F access to the site to the same degree as CLIENT.

C. **Unmanned Aerial Vehicle (UAS/Drone):** S&F may utilize UAS to compile aerial photography or other data of the project site before, during, and after construction. CLIENT grants S&F permission to operate the UAS over the project site and that all persons, vessels, vehicles, and structures related to the project are considered participants consenting to be involved with any UAS operations by S&F, and that the CLIENT has authority to grant these rights and to make these representations. CLIENT shall defend, indemnify and hold S&F harmless from any breach of these representations, and from any claims or demands against S&F arising from any allegation of trespass, non-consent, or any other issue arising out of S&F's UAS operations, except to the extent that S&F causes property damage or personal injury that arises out of S&F's negligence.

SECTION 4- OBLIGATIONS OF S&F

A. **Equal Opportunity Employment:** S&F is committed to the principles of equal opportunity and affirmative action in employment and procurement. S&F does not discriminate against applicants, employees, or suppliers on the basis of factors protected by federal or applicable state laws.

B. **Jurisdictional Requirements:** S&F will complete all work based on the current governing agencies requirements as of the time of this contract, and as consistent with the Standard of Care.

C. **Standard of Care:** The Standard of Care for all professional services performed or furnished by S&F under this Agreement will be the skill and care used by members of S&F's profession practicing under similar circumstances at the same time and in the same locality and nothing in the Agreement obligates S&F to provide services that exceed the Standard of Care. S&F makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with S&F's services.

D. **Insurance:** S&F will maintain Professional, Commercial General, Automobile, and Worker's Compensation.

SECTION 5 – GENERAL CONSIDERATIONS

A. **Limitation of Liability:** S&F's liability to the CLIENT for any cause or combination of causes is, in the aggregate, limited to the lesser of the fee paid to S&F by the CLIENT for this scope of services, or the remaining applicable professional liability insurance coverage proceeds available to S&F (after deduction of any costs, claim payments or other amounts that may have reduced policy limits). No director, officer, shareholder, employee, or other individual representative of S&F shall have any personal or other liability to Client or any other party, for any and all claims, except fraud claims, arising out of or relating to this Agreement, the Project, or services performed, or work product created in connection with either.

B. **Assignment:** Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by any party without the prior written consent of the other parties, which consent will not be unreasonably withheld.

C. **Termination:** Either CLIENT or S&F may terminate this Authorization by giving 30 days written notice to the other party. In such event, CLIENT shall immediately pay S&F in full for all work previously authorized and performed prior to the effective date of termination. S&F need not give 30 days' notice if the reason for termination is client's non-payment.

D. **Suspended Work:** If CLIENT suspends work for more than thirty (30) days, S&F shall have the right to revisit the scope of services and/or fees and make reasonable adjustments to account for staff remobilization, project scope changes or updates in computer software, drafting project updates, staff compensation, firm overhead changes, insurance requirement changes, or other expenses as deemed by S&F to be related to the project. The original scope of work and fee may be revised in its entirety.

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info@sflands.com - www.sflands.com

E. **Dispute Resolution:** CLIENT and S&F agree that they shall first submit any and all unsettled claims, counter claims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation, effective as of the date of this agreement.

F. **Controlling Law, Jurisdiction and Venue:** This Agreement shall be governed by the laws and jurisdiction of the State and County in which the Project at issue is located.

G. **Ownership of Documents:** All documents prepared or furnished by S&F pursuant to this Agreement are instruments of S&F's professional service, and S&F shall retain an ownership and property interest therein. S&F shall have the right to utilize work products and descriptions for purposes of marketing/advertising. S&F grants CLIENT a license to use instruments of S&F's professional service for the purpose of construction, occupying, and maintaining the Project. Reuse or modification of any such documents by CLIENT, without S&F's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify and hold S&F harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by CLIENT or by others acting through CLIENT.

H. **Use of Electronic Media:** Copies of documents that may be relied upon by CLIENT are limited to the final documents that are signed or sealed by S&F, or digitally signed files that are not invalidated or modified. Files in electronic format or text, data, graphic or other types that furnished by S&F to CLIENT are only for convenience of CLIENT, unless they are digitally signed, validated, and not modified. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format (including those that are digitally signed), S&F makes no representations as to long-term compatibility, usability, security (i.e. viruses or other electronic threats).

I. **Lien Rights.** S&F may perform or discharge any and all procedures, acts, notices, and filings to perfect its lien rights under the applicable state law, notwithstanding any limits or requirements established by Section 5E, above.

J. **Force Majeure:** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

K. **Indemnification:** CLIENT and S&F each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses specifically excluding attorneys' fees and costs, but only to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions in relation to the project, or claims of copyright or patent infringement arising from the use of any documents provided by any previous design firm. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of CLIENT and S&F, they shall be borne by each party in proportion to its negligence.

L. **Negligence:** If due to S&F's negligence or otherwise, a required component of the project is omitted from the S&F's services, S&F shall not be responsible for paying for the cost required to add such item or component to the extent that such item or component would have been required and included in the original documents. Furthermore, in no event will the S&F be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

M. **Waiver of Consequential Damages:** In no event will either party be liable or responsible to the other for any type of incidental, punitive, indirect or consequential damages arising from or relating to this Agreement, including, but not limited to, lost revenue; lost profits; replacement goods; loss of technology, rights or services; loss of data; or interruption or loss of use of services or equipment, rent, opportunity costs, increased interest and attorney's fees, even if advised of the possibility of such damages, whether arising under any theory of contract, tort (including negligence), strict liability or otherwise.

N. **Statute of Limitations:** Any and all claims and/or causes of action between the parties arising out of or relating to this Agreement shall be brought by either party within the sooner of either: two (2) years of substantial completion of the Project or termination of this Agreement or the project, whichever first occurs.

O. **Notice of Claim:** CLIENT shall provide S&F written notice of any potential claim, or facts that could result in a claim, against S&F within ten (10) days after the date of the occurrence of the event causing the potential claim or facts as a condition precedent to any recovery from S&F. CLIENT's failure to provide such notice shall constitute waiver of such claim.

P. **Integration; Amendments:** This instrument contains the entire agreement between CLIENT and S&F and supersedes any and all prior written and/or oral agreements. This Agreement may be altered or modified only in writing signed by the parties hereto.

Q. **Certificate of Merit**: The CLIENT shall make no claim for professional negligence either directly or by way of cross complaint or third-party complaint against S&F unless the CLIENT has first provided S&F with a written certification executed by an independent consultant currently practicing in the same discipline as S&F and licensed in the State of the jurisdiction of the Project location. This certification shall: (a) contain the name and the license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a land surveyor performing professional services under similar circumstances as S&F; (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to S&F not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding. This Certificate of Merit clause will take precedence of any existing state law in force at the time of the claim or demand for arbitration or judicial proceeding.

R. **Conflicting Terms**. To the extent that any document or otherwise conflicts or purports to conflict with any terms or conditions of this Agreement (including this Exhibit), the terms and conditions of this Agreement and its Exhibits shall control.

August 28, 2025
Project No. 20250181E001

Prizm
10940 NE 33rd Place, Suite 110
Bellevue, Washington 98004

Attention: Grace Garwin

Subject: Proposal for Subsurface Exploration and Geotechnical Engineering Study
91st Avenue Sidewalk Improvements
91st Avenue SE
Lake Stevens, Washington

Dear Grace Garwin:

This letter provides our proposed scope of work and fee estimate for Associated Earth Sciences, Inc. (AESI) to complete a subsurface exploration and geotechnical engineering study for the 91st Avenue Sidewalk Improvements project located in Lake Stevens, Washington. Our proposal is based on our discussions with you, and our experience working in the project vicinity.

SITE LOCATION AND PROJECT DESCRIPTION

The project site consists of a section of 91st Avenue SE between 20th Street SE and 12th Place SE located in Lake Stevens, Washington. The project alignment is approximately 2,500 feet long. Topography across the alignment appears to slope gently to moderately downward towards the south with overall vertical relief estimated at about 100 feet. The proposed improvements will be located on the east side of 91st Avenue SE and will generally consist of ADA ramps, traffic calming measures, lighting, and some retaining walls that will generally be less than 4 feet in height. The east portion of 91st Avenue SE generally consists of a paved shoulder 3 to 5 feet wide followed by a flat grass strip or grass-lined swale and sporadic trees.

Review of available geologic mapping indicates the project site is underlain by Vashon lodgement till. Lodgement till generally consists of a dense, unsorted mixture of gravel, sand, silt, and clay, and it is commonly known as “hardpan.” These sediments have high-strength parameters favorable for support of hardscapes but also have very low permeability and are not generally suitable for stormwater infiltration.

SCOPE OF WORK

We propose to explore the east side of 91st Avenue SE with vacuum truck-assisted hand augers. We have included costs for a right-of way (ROW) permit and traffic control. Using the data from our explorations we will complete a geotechnical report.

Kirkland | Tacoma | Mount Vernon
425-827-7701 | www.aesgeo.com

Right-of-Way Permit Coordination

Our subsurface exploration borings will be located within the 91st Avenue SE ROW. AESI will coordinate obtaining a ROW permit by providing the required documentation to submit to the City of Lake Stevens for permit approval. We have also included the estimated permit fee cost.

Traffic Control

We have included cost in this proposal for subcontracting traffic control services to provide a traffic control plan and set up traffic control during the exploration work. We anticipate the traffic control plan will be required due to the narrow shoulders along the project alignment and will also be required as part of the ROW permit application.

Utility Locating

Before performing any subsurface exploration work, we will make a one-call utility locate request to mark publicly-owned on-site utilities. It should be noted that any privately-owned underground utilities at the site will not be marked by the public locating service. For this reason, we will also hire a private utility locating service to supplement the public locate. Private utility locating services are able to mark electrically conductive utilities, such as power lines, steel water and gas lines, and plastic pipes with clearly visible trace wires.

Even private utility locators are not able to mark non-conductive utilities, such as plastic water and sewer lines, plastic irrigation and drain pipes, plastic gas lines, fiber optic cables, and concrete drain pipes. The only way to locate non-conductive privately-owned utilities is by the use of accurate and complete as-built drawings. We request that AESI be provided with as-built plans or other information regarding existing pipes, underground storage tanks (USTs), and/or vaults. This information will greatly reduce—but not necessarily eliminate—the likelihood of damage. <u>We will not be responsible for damage to buried utilities that are not marked on the ground prior to our work, or not shown on as-built plans provided to us</u>.

Vacuum Truck-Assisted Hand Explorations

We propose to complete vacuum truck-assisted hand explorations in the grass-surfaced shoulder area east of the edge of road pavement. We will complete up to 10 explorations advanced to depths up to 10 feet below the surface or the depth obtained within 30 minutes at each location. Our cost estimate includes one day of vacuum truck rental. We will use hand tools to obtain soil samples at 2.5- to 5-foot intervals. This method of exploration is preferred because it reduces the risk of damaging underground utilities compared to conventional drilling or digging pits.

Laboratory Testing

Selected soil samples from our explorations will be submitted to our in-house geotechnical laboratory for testing. Our scope of work will include four grain-size (sieve) tests. The test results will allow for preliminary characterization of the soils infiltration potential and to evaluate the potential for the materials reuse as structural fill.

Analysis and Preliminary Reporting

Upon completion of our initial field exploration, initial groundwater level measurements and laboratory testing, we will provide a geotechnical report that presents our various findings, measurements, conclusions, and recommendations. Specific items to be addressed in our report will include the following:

- Project and site description, including site plan showing locations of explorations;
- Summary of geologic, soil, and groundwater conditions, including interpretive logs of our exploration borings;
- A summary of mapped and readily available geological data for the project alignment and immediate vicinity;
- Laboratory testing results;
- A discussion on the permeability of the sediments and the feasibility of shallow infiltration;
- Structural fill recommendations, including suitability of site materials for reuse in structural fill applications;
- Site preparation;
- Subgrade recommendations for sidewalks and curb;
- Pavement and pavement subgrade recommendations;
- General wall recommendations assuming heights of less than 4 feet;
- Discussion of nearby geologically critical areas, if applicable; and
- Recommendations for further study, if required.

ESTIMATED COST AND SCHEDULE

A summary of estimated project costs is outlined below. If difficult or unanticipated conditions are encountered, we will notify you as soon as possible and no work beyond the authorized scope will be conducted without your prior approval. Meetings or other tasks requested by you that are not included in the scope of work described above will be conducted on a time-and-expenses basis. All of our work will be performed in accordance with our Schedule of Charges and General Conditions, copies of which are attached. Our services will be authorized with a signed copy of this proposal.

Budget

Project Coordination and Public Locate	$1,500
Private Utility Locate	$500
Permit Coordination and Fee	$1,000
Traffic Control (1 Day)	$3,900
Vacuum Truck (1 Day)	$3,850
AESI Field Engineering (1 Day)	$2,050
Laboratory Tests (4 Sieves)	$1,000
Engineering and Report	$6,500
Estimated Total	**$20,300**

We typically schedule completion of our fieldwork within approximately 3 weeks, contingent on subcontractor availability and assuming we will be allowed access to work onsite as soon as our drilling subcontractor is available. We can deliver our preliminary geotechnical report for this project within approximately 3 weeks after completion of laboratory testing. Our cost estimate assumes that our on-site work will be completed over the course of one day during normal working hours on a non-holiday weekday.

CLOSURE

We appreciate the opportunity to submit this proposal and hope that it meets your needs. If you approve of our scope of work and would like for us to proceed, please provide a signed copy of this proposal to our Kirkland office address (AESI, 911 5th Avenue, Kirkland, Washington 98033) to authorize our services. Alternatively, we will sign a reviewed consultant or subconsultant services contract with this proposal attached for reference.

If you have any questions, please do not hesitate to call.

Sincerely,
ASSOCIATED EARTH SCIENCES, INC.
Mount Vernon, Washington

The undersigned has reviewed and accepts the attached General Conditions.

_____
Anthony W. Romanick, P.E.
Associate Engineer

_____
Client Date
Authorized Representative Signature

_____
Matthew A. Miller, P.E.
Principal Engineer

_____
Client (please print name)

Attachments: Schedule of Charges
General Conditions

AESI offers paperless invoicing as an emailed PDF document to your accounts payable department/representative. By providing an email address, you will receive emailed PDF versions of your invoices (no copies will be mailed).

Please provide the appropriate email billing address here:

_____

AWR/ld – 20250181E001-001

ASSOCIATED EARTH SCIENCES, INC.
SCHEDULE OF CHARGES

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are as follows:

Personnel Charges - Engineers, Hydrogeologists, Geologists, Geophysicists, and Scientists

Senior Principal	$320.00/hour
Principal	$297.00/hour
Senior Associate	$273.00/hour
Associate	$252.00/hour
Senior	$242.00/hour
Senior Project	$226.00/hour
Project	$195.00/hour
Senior Staff	$165.00/hour
Staff	$145.00/hour
Legal Testimony (4 hour minimum)	$400.00/hour

Personnel Charges - Technicians

Senior Field Technician	$140.00/hour
Senior Field Technician Overtime	$170.00/hour
Technician	$125.00/hour
Technician Overtime	$150.00/hour

Personnel Charges - Technical Support Staff

Senior Geographic Information Services (GIS) Analyst	$180.00/hour
Geographic Information Services (GIS) Analyst	$160.00/hour
Drafting and Graphics Specialist	$130.00/hour
Project Assistant	$140.00/hour
Technical Editor	$115.00/hour
Administrative Staff	$95.00/hour

Technology Fee

A one-time technology fee of **$150** will be applied to the first invoice. This fee reflects costs for software subscriptions/licenses, network data storage and connectivity, and information security that are not included in hourly rates or direct expenses.

Other Direct Expenses

Per Diem	To be established on a project basis
Subcontractors and Miscellaneous Expenses	cost plus 15%
ArcGIS Online Viewer License	$150.00/year
Bank/Wire Service Fees	$25.00/unit
Field Report Processing and Archiving	$25.00/each
Mileage	Federal Reimbursable Rate + 15%

Equipment Charges

Groundwater Monitoring

Barometer Data Logger $50.00/month
Water Level Data Logger $75.00/month
Water Level Data Logger Installation $35.00/each
Water Level Meter $25.00/day

Field Investigations

Aquifer Testing $300.00/day
Flow Meter $25.00/day
Geotechnical Exploration $60.00/day
Turbidimeter $35.00/day
Slope Indicator $850.00/day
Water Quality Sampling $250.00/day
Well Development.....$150.00/day

Streamflow Monitoring

FlowTracker Streamflow Monitoring $250.00/day

Geophysics

Vibration Monitoring Equipment $90.00/day
.....$2,000/month
Geophysics - 24-Channel Geophones.....$650.00/day
Geophysics - SmartSolo Three Channel Sensor System $440.00/day

Other

Aerial Drone Equipment
(certified drone operator charged separately)..... $250.00/day
Satellite Phone $50.00/day

Laboratory Charges

Atterberg Limit $265.00/test
Bulk Sieve $350.00/test
Constant Head Permeability (ASTM D2434-68) $650.00/test
Fractured Face Count (AASHTO T-335) $125.00/test
Hydrometer $250.00/test
Moisture Content $35.00/test
Organic Content $100.00/test
Percent Passing #200 .....$125.00/test
Permeability (Falling Head) $300.00/test
pH of Soil $100.00/test
Proctor ASTM D-1557 and ASTM D-698.....$325.00/test
Sand Equivalent.....$150.00/test
Sieve with Wash #200 .....$250.00/test
Specific Gravity + #4 .....$200.00/test
Specific Gravity - #4 .....$200.00/test
Unit Weight $100.00/test
Void Ratio $125.00/test

Additional or Miscellaneous Charges

Unlisted equipment rental, laboratory tests, fees, and supplies will be provided on a project basis.

ASSOCIATED EARTH SCIENCES, INC.
GENERAL CONDITIONS

911 - 5th Avenue
Kirkland, Washington 98033
(425) 827-7701

508 S. Second Street, Suite 101
Mount Vernon, Washington 98273
(425) 827-7701

1552 Commerce Street, Suite 102
Tacoma, Washington 98402
(253) 722-2992

Right of Entry
The Client shall provide AESI legal access to and/or obtain permission for AESI to enter on all property, whether or not owned by Client, as necessary for AESI to perform and complete its work. Client is responsible to provide, by map or drawing, a description of the property, its location and the location of any buried utilities or structures, including but not limited to, underground storage tanks. Any damage that results to a buried utility, or to Associated Earth Sciences, Inc. (AESI) or subcontractor equipment, will be the responsibility of the client. Also, any additional charges for exploratory work, due to encountering the utility, will be the responsibility of the client. We will take reasonable precautions to minimize damage from use of equipment, but have not included in our fee the cost for restoration of damage which may result from our operations.

Hazardous Substances & Drill Cuttings
Client warrants that, prior to AESI beginning work, it will provide AESI with all information known, or which reasonably could be known by Client concerning the past or present use of the property and the nature and existence of any hazardous conditions or materials, on, in, under, adjacent to or near the property. When hazardous substances are known, assumed or suspected to exist at a site, AESI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that AESI deems prudent to minimize physical risks to its personnel and the public. Hazardous substances may exist at a site where there is no reason to believe they could or should be present. AESI and Client agree that the discovery of unanticipated hazardous substances constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. AESI and Client also agree that the discovery of unanticipated hazardous substances may make it necessary for AESI to take immediate measures to protect human health and safety, and/or the environment. AESI agrees to notify Client as soon as practically possible should unanticipated hazardous substances or suspected hazardous substances be encountered. Client encourages AESI to take any and all measures that in AESI's professional opinion are justified to preserve and protect the health and safety of AESI's personnel and the public, and/or the environment, and Client agrees to compensate AESI for the additional cost of such work. In addition, Client waives any claim against AESI, and agrees to indemnify, defend and hold AESI harmless from any claim or liability for injury or loss arising from AESI's encountering of unanticipated hazardous substances or suspected hazardous substances. Client also agrees to compensate AESI for work performed in defense of any such claim, with such compensation to be based upon AESI's prevailing fee schedule and expense reimbursement policy.

Client recognizes that, when it is known, assumed or suspected that hazardous substances exist beneath the surface of the project site, certain waste materials, such as drill cuttings and drilling fluids, should be handled as if contaminated. Accordingly, to protect human health and safety as well as the environment, AESI will appropriately contain and label such materials; will promptly inform Client that such containerization and labeling has been performed, and will leave the containers on site for proper, lawful removal, transport and disposal by Client. Client waives any claim against AESI and/or its professional staff, and agrees to defend, indemnify and hold AESI and/or its professional staff harmless from any claim or liability for injury or loss which may arise as a result of the drill cuttings, drilling fluids or other assumed hazardous substances being left on site after their containerization by AESI. Client also agrees to compensate AESI for any time spent and expenses incurred by AESI in defense of any such claim, with such compensation to be based upon AESI's prevailing fee schedule and expense reimbursement policy. AESI will act on behalf of Client to arrange for lawful removal, transport and disposal of hazardous substances and potentially contaminated drill cuttings, drilling fluids and wash water, if Client so requests, and Client agrees to compensate AESI based upon AESI's prevailing fee schedule and expense reimbursement.

Soil, rock, water and/or other samples obtained from the project site are held by AESI for no longer than 30 calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from AESI's custody and transporting them to an authorized disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. AESI will act on behalf of Client to arrange for lawful removal, transport and disposal of hazardous substances if Client so requests, and Client agrees to compensate AESI based upon AESI's prevailing fee schedule and expense reimbursement.

Due to the risks to which AESI is exposed, Client agrees to waive any claim against AESI and/or its personnel, and to defend, indemnify and hold AESI and/or its personnel harmless from any claim or liability for injury or loss arising from AESI's containing, labeling, transporting, testing, storing or other handling of contaminated samples. Client also agrees to compensate AESI for any time spent and expenses incurred by AESI in defense of any such claim, with such compensation to be based upon AESI's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination
Subsurface drilling and sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances off-site. Because subsurface sampling is a necessary aspect of the work which AESI will perform on Client's behalf, Client waives any claim against AESI and/or its personnel, and agrees to defend, indemnify and hold AESI and/or its personnel harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by drilling or sampling. Client further agrees to compensate AESI for any time spent or expenses incurred by AESI in defense of any such claim, in accordance with AESI's prevailing fee schedule and expense reimbursement policy.

Ownership of Documents
All designs, drawings, specifications, notes, data, sample materials (exclusive of hazardous substances), report reproducibles and other work developed by AESI are instruments of service and as such remain the property of Associated Earth Sciences, Inc.

Third Parties
All services performed by AESI and/or its personnel under this agreement are intended solely for the benefit of the client. Nothing contained herein shall confer any rights upon or create any duties on the part of AESI and/or its personnel toward any person or persons not a party to this agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of the above.

AESI shall not be responsible for the means, methods, or procedures of construction, nor for safety on the job site, nor for the contractor's failure to carry out the work in accordance with the contract documents.

Insurance
Associated Earth Sciences, Inc. maintains General Liability Insurance for bodily injury and property damage with an aggregate limit of $1,000,000 per occurrence and we will furnish certificates of such insurance upon written request. Our liability to the Client for bodily injury or property damage arising out of work performed for the Client for which legal liability may be found to rest upon us, other than for professional errors and omissions, will be limited to our General Liability Insurance coverage. AESI also maintains professional errors and omissions insurance. We will furnish certificates of such insurance upon written request. No provision contained in the agreement between AESI and Client shall be construed to void, vitiate or adversely affect any insurance coverage held by AESI.

Standard of Care
Services performed by AESI under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, and document or otherwise.

Limitation of Liability
To the fullest extent permitted by law, the total liability of AESI and its principals, personnel and employees, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty express or implied of AESI or its principals, employees or personnel shall not exceed $50,000 or the total compensation received by AESI under this Agreement, whichever is less.

The Client further agrees to require the contractor and its subcontractors to execute an identical limitation of AESI's and/or its personnel's liability for damages suffered by the contractor or subcontractors arising from the professional acts, errors, or omissions of AESI and/or its personnel. Increased liability limits may be negotiated upon Client's written request, prior to commencement of services, and upon Client's agreement to pay an additional fee commensurate with the increased risk. Any such increased limit of liability shall be established by written agreement signed by Client and AESI. As used in thissection, the term "liability" means liability of any kind, whether in contract, tort, strict liability or otherwise, for any and all injuries, claims, losses, expenses, or damages arising out of or in any way related to services provided by or through AESI.

Waiver of Consequential Damages
Client expressly waives as to AESI all claims for lost profit or any other indirect, incidental or consequential damages of any nature.

Indemnification
Client shall indemnify, defend, and hold AESI and/or its personnel harmless against all claims, damages, losses, and expenses, including but not limited to attorney's fees and court costs arising out of or in any way related to the services provided by or through AESI; provided that such defense and indemnification obligations shall not apply to claims, damages, losses or expenses that arise out of bodily injury to persons or damage to property to the extent caused by AESI's sole negligence; provided further that Client shall indemnify AESI against liability for damages, losses, or expenses arising out of bodily injury to persons or damage to property and caused by or resulting from the concurrent negligence of Client, its agents or employees and AESI, only to the extent of the negligence of parties other than AESI.

CLIENT AND AESI AGREE THAT THE PRECEDING PARAGRAPHS RELATING TO LIMITATIONS OF LIABILITY, WAIVER OF CONSEQUENTIAL DAMAGES AND INDEMNIFICATION WERE MUTUALLY NEGOTIATED AND THAT BUT FOR THE INCLUSION OF THOSE PROVISIONS AESI WOULD NOT HAVE ENTERED INTO THIS AGREEMENT, OR AESI'S COMPENSATION UNDER THIS AGREEMENT WOULD HAVE BEEN HIGHER.

Stability of Slopes
The Client also recognizes that risk is inherent with any site involving slopes and Client agrees to accept full responsibility for these risks. Client states that he understands that the information obtained or recommendations made may help to reduce the Client's risks and that no amount of engineering or geologic analysis can yield a guarantee of stable slopes. Therefore, in cases where there is no fault (i.e. no professional errors, omissions or negligence), Client agrees to hold harmless, defend, and indemnify AESI and/or its professional staff for claims from any source in the event of slope movement and any damage resulting.

Billing
Invoices will be submitted once per month and are payable upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be added to any account not paid within 30 days.

Termination
In the event that the Client requests termination of the work prior to completion, we reserve the right to complete such analyses and records as required to place our files in order as we consider necessary to protect our professional reputation. At our discretion, a termination charge may also be made to cover our proposal and administrative costs relating to the project.

Integration
These General Conditions along with AESI's proposal letter constitute the agreement between AESI and Client, contain the entire understanding between the parties in connection with the subject matter, and supersede and replace all prior negotiations, agreements or representations, whether oral or written. These General Conditions take priority over any conflicting provisions contained within AESI's proposal. No modifications or changes to the agreement shall be effective or binding unless affirmed in writing by the party sought to be bound by the change or modification.

Client Initials _____

PH CONSULTING
Balanced Transportation Solutions

SCOPE OF WORK

Project Name: **91st Ave St Pedestrian and Bicycle Improvements**
Client: **City of Lake Stevens**
Date: **August 27, 2025**

Task 400 Illumination, Channelization, and Signage

PH Consulting (PHC) will provide professional engineering services for the City of Lake Stevens 91st Ave St Pedestrian and Bicycle Improvements (Project). Subconsultant's scope of work under Prizm for the Project consists of Illumination, Channelization, and Signage Design.

PHC's specific design efforts will include:

1. Prepare 50%, 90%, and final design illumination, channelization, and signage plans, specifications, and estimates (PS&E) for incorporation into Prizm's plan set. PHC's anticipated plan sheets include:
    - Illumination plan sheet(s).
    - Channelization and signing plan sheet(s).
    - Associated detail sheets.
2. Prepare Lighting Analysis and Memo.

ASSUMPTIONS & EXCLUSIONS

- PHC will provide Special Provisions for PHC's element of work (as necessary for modifications to the WSDOT Standard Specifications) for Prizm to incorporate into the project specifications.
- PHC will provide quantities and estimates for PHC's elements of work for Prizm to incorporate into the overall project estimate.
- PHC will coordinate with utility provider for power source and design requirements.
- Project limits are along 91st Ave SE from 12th Pl SE to 20th St SE.
- Reimbursement associated with mileage, meetings, plots, and site visits throughout the course of the project will be billed as Expenses.

DELIVERABLES

- 50%, 90%, and Final Design plans, specifications, and estimates (PS&E) for illumination, channelization, and signage.
- Lighting Analysis and Memo.
- 50% and 90% Design Memos.

General Assumptions and Notes

- Scope and fees outlined above are based on the following:
    a. Emails and exhibits from Prizm in August 2025.
- The following items are not included in this scope of work:
    a. Permitting Services
    b. Community Outreach
    c. Structural engineering plans
    d. ROW services
    e. Utility design (other than lighting)
        i. No RRFBs
        ii. No overhead utility undergrounding
    f. Field Survey
    g. Traffic Control Plans
- The City/Prizm will provide available information, including utility as-builts and GIS information, capital project design plans, and adjacent development project as-builts.
- PH will not pay any agency or easement fees on behalf of the City.
- Fees incurred due to reimbursable expenses such as large format copies (larger than legal size), mileage, and plots will be billed the **Expenses** task.
- Time and expense items are based on our Team's current hourly rates.
- If Client requests Team's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Team's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task.

91st Ave Pedestrian and Bicycle Improvements Project
Fee Estimate Summary

Task No.	Task Description	Principal	Senior Project Manager	Project Engineer	CAD Manager	CAD Designer III	Associate Engineer	Office Admin	Total Hours	Totals
	Hourly Rate	$ 270.00	$ 265.00	$ 205.00	$ 155.00	$ 175.00	$ 150.00	$ 125.00		
400	**Illumination, Channelization, and Signage**									
400.1	Project Management	8	16	8	0	0	0	10	42	$ 9,290.00
400.2	Illumination and Lighting Analysis	10	16	30	8	52	38	0	154	$ 29,130.00
400.3	Channelization and Signage	6	16	32	0	52	38	0	144	$ 27,220.00
400.4	Expenses									$ 200.00
	Task 400 Total Hours	24	48	70	8	104	76	10	340	
	Subtotal Task 400	$ 6,480.00	$ 12,720.00	$ 14,350.00	$ 1,240.00	$ 18,200.00	$ 11,400.00	$ 1,250.00	-	$ 65,840.00
	PH TOTAL HOURS	**24**	**48**	**70**	**8**	**104**	**76**	**10**	**340**	**0**
	TOTAL ALL TASKS	**$ 6,480.00**	**$ 12,720.00**	**$ 14,350.00**	**$ 1,240.00**	**$ 18,200.00**	**$ 11,400.00**	**$ 1,250.00**	**-**	**$ 65,840.00**

August 26, 2025

Grace Garwin, PE
Project Manager
PRIZM
10940 NE 33rd Place, Suite 110
Bellevue, WA 98004

Re: 91st Avenue SE Critical Areas Scope of Work

Dear Grace:

On behalf of Confluence Environmental Company (Confluence), I am pleased to present you with this Scope of Work (SOW) to conduct a critical areas study within the right-of-way of 91st Avenue SE, between 12th Place SE and 15th Place CE, Lake Stevens, Washington. It is our understanding that the City of Lake Stevens would like to improve approximately 2,500 liner feet of right-of-way. Confluence assumes that you will provide access and/or right-of-entry to the subject property for our team to conduct this work.

This SOW is to conduct the necessary investigations to determine the presence or absence of wetlands and streams and to prepare a Critical Areas Report to be submitted to regulating agencies as supporting documentation of permit applications. The documentation of other critical areas on-site, such as landslide hazard areas, steep slopes, etc., is not included in this SOW.

SCOPE OF WORK

The information below details our proposed SOW to conduct a critical areas study and prepare a critical areas report.

Task 1 Desktop Analysis

Confluence will review Lake Stevens Municipal Code (LSMC) 14.88.to determine the standard buffer requirements of wetlands and streams and will search online databases for the documented presence and classification of wetlands and streams on or within 300 feet of the property. It is necessary to search within 300 feet to determine whether wetland buffers from off-site wetlands encroach onto the property (300 feet is the largest wetland buffer identified in LSMC 14.88.810). The following databases will be searched:

- Lake Stevens GIS
- Snohomish County GIS
- U.S. Fish and Wildlife Service National Wetlands Inventory

- Washington Department of Natural Resources Water Type GIS
- Washington Department of Fish and Wildlife (WDFW) Priority Habitats and Species
- WDFW SalmonScape

The data obtained from this task will be used to develop a strategy for conducting field investigations.

Task 2 Critical Areas Site Investigation

Confluence will conduct a site investigation to assess, delineate, and characterize any wetlands and streams on-site. We will also conduct a reconnaissance of off-site properties within 300 feet of the property to determine whether off-site wetlands or streams are present whose buffers could encroach onto the property.

Wetlands

If visual indicators of wetland vegetation or standing water are identified on-site during the site investigation, Confluence will determine whether the area is a wetland and delineate the wetland boundary. Confluence will delineate wetland boundaries using the Routine Determinations method described by the U.S. Army Corps of Engineers Wetlands Delineation Manual (Corps 1987) and the local Regional Supplement (Corps 2010) to comply with local and federal regulations. Confluence will flag the wetland boundary and record the flag locations using a differential Global Positioning System (GPS; e.g., Trimble Geo XT). However, with a dense tree canopy, the GPS may not be able to record the locations of the wetland boundary flagging to sub-meter accuracy. If this is the case, you will need to hire a surveyor to conduct a site investigation and record the locations of the wetland boundary flags placed by Confluence.

If visual indicators of wetland vegetation or standing water are observed off-site within 300 feet of the property, Confluence will conduct a reconnaissance of the wetlands and determine their approximate location.

Confluence will document the presence or absence of wetlands with field data forms.

Streams

As required by the City of Lake Stevens, Confluence will assess the stream according to the LSMC 14.88 and Washington Administrative Code. We will delineate the ordinary high water mark (OHWM) following the methods described in Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State (Anderson et al. 2016). We will mark the OHWM with flagging and record the flag locations using a differential GPS. However, with a dense tree canopy, the GPS may not be able to record the locations of the OHWM flagging to sub-meter accuracy. If this is the case, you will need to hire a surveyor to conduct a site visit and record the locations of the OHWM flags placed by Confluence.

Confluence will document the presence or absence of OHWM indicators with field notes.

Assumptions

Our cost estimate for this task is based on the following assumptions:

- Travel time will be less than 60 minutes total.
- If flagging is surveyed by a licensed surveyor, Confluence will provide the surveyor with the GPS data collected so that Confluence will not need to be on-site during the survey. With this GPS data, the surveyor can locate flagging themselves.
- The surveyor will provide Confluence an electronic file of the recorded flagging locations in a **georeferenced shapefile format**, and Confluence will not have to rectify data or export data to a shapefile format.
- The site will not be overgrown by dense vegetation such that navigating the site will be difficult and time consuming.
- Wetlands may be present on the site, but the site is not encumbered by a wetland mosaic. A wetland mosaic is an area with a concentration of multiple small wetlands in which each patch of wetland is less than 1 acre; on average, patches are less than 100 feet from each other; and areas delineated as vegetated wetland are more than 50% of the total area of the entire mosaic, including uplands and open water.

If conditions differ from our assumptions, additional scope may be needed to complete the task, and we will coordinate a contract amendment prior to conducting the work.

Task 3 Critical Areas Report

Once we complete Tasks 1 and 2, we will prepare a critical areas report following the guidelines provided by LSMC 14.88. Confluence will provide 1 electronic copy of the draft report for your review. We will incorporate your comments into a final report. An electronic copy of the final report will be provided. Confluence will also provide a shapefile of the location of critical areas and their buffers.

The critical areas report will include a figure showing the location of critical areas (i.e., wetlands and/or streams) determined to be present during Task 2. The wetland section will include the delineated wetland boundary and the wetland buffer according to LSMC 14.88. If wetlands are present, the report will also include the wetland rating determination using the western Washington wetland rating system (Hruby and Yahnke 2023), as required by LSMC 14.88.

Our cost estimate for this task is based on the following assumptions:

- Only 1 round of revisions will be required prior to submitting the report to regulating agencies.
- The task does not include responding to regulatory agency comments about the report.

BUDGET

Table 1 provides an overview of the budget for each task presented above. The total estimated cost for the services as described above is $7,800. The project will be billed on a time-and-materials basis. If invalid assumptions or changes to the SOW occur and result in additional time and materials beyond what is described in this scope, we will coordinate a contract amendment prior to conducting the work.

If you have any comments or questions, please feel free to contact me at the email address or phone number provided in my signature block below. I look forward to working with you on this project!

Respectfully,

KERRIE McARTHUR, PWS, CERP
Managing Senior Biologist
206.999.6201
kerrie.mcarthur@confenv.com

REFERENCES

Anderson, P.S., S. Meyer, P. Olson, and E. Stockdale. 2016. Determining the ordinary high water mark for Shoreline Management Act compliance in Washington State. October 2016 final review. Washington State Department of Ecology, Shorelands & Environmental Assistance Program, Lacey, Washington. Ecology Publication No. 16-06-029.

Corps (U.S. Army Corps of Engineers). 1987. Corps of Engineers wetlands delineation manual. Corps Environmental Laboratory, Waterways Experiment Station, Technical Report Y-87-1, Vicksburg, Mississippi.

Corps. 2010. Regional supplement to the Corps of Engineers wetland delineation manual: western mountains, valleys, and coast region. U.S. Army Engineer Research and Development Center, ERDC/EL TR-08-13, Vicksburg, Mississippi.

Hruby, T., and A. Yahnke. 2023. Washington State wetland rating system for western Washington: 2014 Update (Version 2). Washington State Department of Ecology, Publication #23-06-009, Olympia.

ESA

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LAKE STEVENS 91ST AVENUE SE MULTIUSE PATH PHASE 2 PROJECT

Scope of Work

Project Description

On behalf of the City of Lake Stevens, Prizm has asked ESA to assist with the Lake Stevens 91st Avenue SE Multiuse Path Phase 2 Project. The project will improve pedestrian and bicycle safety along 91st Avenue SE between 12th Place SE and 20th Street SE. The proponent is the City of Lake Stevens. The project is receiving funding through the Safe Routes to School program utilizing Climate Commitment Act (CCA) funds. The project is subject to compliance with Governor's Executive Order 21-02 (GEO 21-02) and the lead agency is WSDOT.

This scope of work describes the tasks and activities necessary to complete a cultural resources assessment, and the assumptions, deliverables, and schedule associated with each task.

Project Tasks

Task 1.1 — Team Meetings and Client Coordination

ESA will maintain regular communication with Prizm regarding progress, budget, and schedule, and coordinate with the necessary agencies and contractors, as appropriate. This task includes time for client and internal team meetings. ESA will provide monthly progress reports and invoices for the duration of the tasks.

Deliverables

- Up to 3 monthly invoices with brief progress reports.
- Up to 1 ESA staff will attend up to one 1-hour virtual meeting with Prizm, City, and/or WSDOT.

Assumptions

- The project is anticipated to last up to 3 months from Notice to Proceed to closeout.
- Prizm/City will provide ESA with copies of any regulatory correspondence regarding project requirements or review.

Schedule

- ESA will complete this task with 3 months of Notice to Proceed.

Task 1.2 — Regulatory Correspondence

ESA will assist with initiation of the GEO 21-02 consultation process by preparing draft regulatory correspondence for the City to send to the WSDOT. WSDOT will consult with the Washington State Historic Preservation Officer (SHPO), operating as the Washington State Department of Archaeology and Historic Preservation (DAHP) and potentially Affected Tribes as identified by the WSDOT, pursuant to GEO 21-02.

The draft correspondence will consist of a letter with map. The letter will include a current project description and a proposed Area of Potential Effects (APE) that includes maximum proposed depths of disturbance, potential staging areas, and haul route(s). ESA will include proposed survey methodology for both built environment and archaeological resources and a preliminary summary of existing cultural resources in and immediately adjacent to the APE.

Deliverables

- One draft APE map and letter for simultaneous review by the City.
- One Revised Draft APE map and letter for submittal to WSDOT by the City.
- GIS shapefiles of APE.

Assumptions

- Prizm/City will provide ESA with current maps of proposed work and a project description that includes maximum depths of ground disturbance and planned start date for construction.
- WSDOT will create the DAHP project in WISAARD and add ESA to the approved users.
- ESA will upload the APE shapefiles in the DAHP project in WISAARD, if requested by WSDOT.
- Survey methods will involve surface survey only; no subsurface probing will be required.

Schedule

- DAHP and Affected Tribes have a 30-day comment period to respond to WSDOT's request for consultation on the APE definition and survey methodology.

Task 1.3 – Archival Literature Review

ESA will conduct archival research at the Washington State Department of Archaeology and Historic Preservation (DAHP), relevant libraries and archives, within its own research library, and online repositories to identify recorded and potential cultural resources in the project study area. ESA will also review project-specific environmental and geological background information. Due to funding and staff reductions, the Washington State Library research library closed to the public on July 1, 2025; if the project requires research at this library, a research request will be needed and response times from library staff will take at least one week.

Deliverables

- Information gathered during this task will be included in the Technical Report.

Assumptions

- The Study Area will be a 1-mile radius of the project footprint (1.00 mile is standard) for archaeological resources. For aboveground historic resources (buildings, structures, and objects), the Study Area will include the project area and the immediately adjacent parcels.

Schedule

- ESA will complete this task within 30 business days from initiation of GEO 21-02 consultation.

Task 1.4 – Survey

ESA will conduct a surface survey of the APE.

Deliverables

- Information gathered during this task will be included in the Technical Report.

Assumptions

- All work will be performed from the right-of-way.
- Survey will require 1 staff working 1 day. Estimated survey time is inclusive of drive time.
- ESA will not collect artifacts, if encountered. Any artifacts will be photographed and described and then reburied at their location of discovery.
- ESA assumes no archaeological sites, isolates, or human remains will be identified. If encountered, an amendment may be necessary.
- ESA assumes historic built environment resources will be identified. If encountered, an amendment may be necessary.
- If WSDOT requires subsurface probing, an amendment will be necessary.

Schedule

- Field survey will be completed within 10 days of completion of 30-day comment period, provided no methodological changes are required by WSDOT.

Task 1.5 – Technical Report

ESA will summarize the findings and recommendations in a Technical Report. The report will meet the current DAHP standards for a cultural resources assessment.

Deliverables

- One Draft Technical Report (Word format) for review by Prizm and City.

- One Final Technical Report (PDF format) for submittal to WSDOT.
- If WSDOT requires revisions to the report, ESA will prepare up to one Revised Final Technical Report (PDF format).

Assumptions

- All comments will be consolidated and reconciled prior to their provision to ESA.
- A Section 4(f) Analysis will not be required. If, under Section 106, there is an Adverse Effect, a Section 4(f) will be required depending on the type of resource being subject to adverse effect, and this scope of work and cost estimate will be amended.

Schedule

- Draft Technical Report will be submitted within 30 days of completion of 30-day comment period.

ESA

Lake Stevens 91st Avenue SE		Lockwood	Clowery	Wilson	Larsen	Carr	TOTAL ESA LABOR COST & FEES			JBCONSULTANT &	TOTAL PROJECT COST	VALIDATE FORMULA Should Match Total Project Cost fm Fee Proposal Planning Worksheet	
		Principal Consultant 4	Managing Consultant 1	Principal Consultant 1	Associate Consultant 3	Senior Consultant 3	ESA Total Hours	ESA Labor Subtotal ($)	Total ESA Labor Cost	Total Expense ($) Amount		Total fm Fee Proposal Planning Worksheet	Variance
Task #	Task Name/Description	$305	$197	$218	$175	$202							
1.1	Team Meetings and Client Coordination	2	6				8.00	$ 1,792	$ 1,792	$ -	$ 1,792	$ 1,792	$ -
1.2	Regulatory Correspondence	1	6		1		8.00	$ 1,662	$ 1,662	$ -	$ 1,662	$ 1,662	$ -
1.3	Archival Literature Review		6	10	2		18.00	$ 3,712	$ 3,712	$ -	$ 3,712	$ 3,712	$ -
1.4	Survey		8				8.00	$ 1,576	$ 1,576	$ 49	$ 1,625	$ 1,625	$ -
1.5	Technical Report	2	8	10	2	6	28.00	$ 5,928	$ 5,928	$ -	$ 5,928	$ 5,928	$ -
1	**Task 1**	**5**	**34**	**20**	**5**	**6**	**70.00**	**$ 14,670**	**$ 14,670**	**$ 49**	**$ 14,719**	**$ 14,719**	**$ -**
	Total Hours	**5**	**34**	**20**	**5**	**6**	**70.00**	**$ 14,670**	**$ 14,670**	**$ 49**	**$ 14,719**	**$ 14,719**	**$ -**
	Total ($) Amount	**$1,525**	**$6,698**	**$4,360**	**$875**	**$1,212**							

PROJECT COST ESTIMATE SUMMARY TABLE		
ESA Labor	$14,670	$14,670
Annual Rate Escalation Allowance		
Contingency		
Technology and Data Management Fee		
ESA Labor Amount	**$14,670**	**$14,670**
ESA Non-Labor Expenses		
Reimbursable Expenses (see Attachment A for detail)	$49	$49
ESA Equipment Usage (see Attachment A for detail)		
Subtotal ESA Non-Labor Expenses	**$49**	**$49**
Subconsultant Costs		
PROJECT TOTAL	**$14,719**	**$14,719**

Attachment A
Cost Proposal: ESA Non-Labor Expenses Summary

Reimbursable Expenses		
Project Supplies	$	-
Printing/Reproduction	$	-
Document and Map Reproductions (CD + Digital Photo)	$	-
Postage and Deliveries	$	-
Mileage	$	49
Vehicle Rental	$	-
Lodging	$	-
Airfare	$	-
Other Travel Related	$	-
-	$	-
-	$	-
-	$	-
Subtotal Reimbursable Expenses	*$*	*49*
0% Fee on Reimbursable Expenses	*$*	*-*
Total Reimbursable Expenses	**$**	**49**

ESA Equipment Usage		
Project Specific Equipment:	**$**	**-**
Vehicles - Standard size (no off-road usage)	$	-
Vehicles - 4x4 /Truck (light duty)	$	-
Vehicles - 4x4 /Truck (heavy duty)	$	-
Vehicles - ATV	$	-
Noise Meter	$	-
Hydroacoustic Noise Monitoring Equipment	$	-
Electrofisher	$	-
Field Traps	$	-
Digital Hypsometer (Nikon)	$	-
Backpack Sprayer	$	-
360-Degree 4k Camera	$	-
High Resolution Time-Lapse Camera	$	-
Beach Seine	$	-
Otter Trawl	$	-
Wildlife Acoustics Bat Detector	$	-
Wildlife Trail Camera	$	-
Fiber Optic Endoscope	$	-
Spotting Scope	$	-
Topographic/Bathymetric Survey Equipment:	**$**	**-**
Total Station	$	-
UAV/Drone	$	-
RTK-GPS	$	-
RTK-GPS Smartnet Subscription	$	-
Hypack Survey Software	$	-
Laser/Auto Level	$	-
Single-Beam Echoshounder	$	-

Sidescan Sonar	$	-
1m GNSS Data Collection System (iPad)	$	-
Sub-meter GNSS Data Collection System	$	-
Sub-foot Data Collection System	$	-
Garmin GPS or equivalent (iPad)	$	-
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:	**$**	**-**
ISCO 2150 Area Velocity Flow Logger	$	-
SonTek IQ-Plus Area Velocity Flow Logger	$	-
Logging Rain Gage	$	-
Hand-Held Current Meter	$	-
Surface Velocity Radar	$	-
Wave Pressure Sensor	$	-
Wave Buoy	$	-
Sonic Wave Sensor	$	-
Logging Water Level - Pressure Transducer	$	-
Logging Barometric Pressure Logger	$	-
Well Probe / Water Level Meter	$	-
Bottom-Mounted Tripod / Mooring	$	-
Stormwater Crest Sampler	$	-
Water Quality Equipment:	**$**	**-**
Logging Turbidimeter/Water Level Recorder	$	-
Logging Conductivity/Water Level Recorder	$	-
Recording Conductivity Meter w/Datalogger	$	-
Hand-Held Turbidimeter	$	-
Hand-Held Salinity Meter or pH meter	$	-
Logging Salinity Gauge	$	-
Logging DO/Temp Probe	$	-
Logging Water Quality Sonde 1 Sensor	$	-
Logging Water Quality Sonde 2 Sensor	$	-
Logging Water Quality Sonde 3 Sensor	$	-
Logging Water Quality Sonde 4 Sensor	$	-
Telemetry System Hardware	$	-
Water Quality Multi-Probe Depth Profiler	$	-
Niskin Water Sampler	$	-
ISCO 6712 Portable Sampler w/ISCO 2105 Module	$	-
Sedimentation / Geotechnical Equipment:	**$**	**-**
Peat Corer	$	-
60lb Helly-Smith Bedload Sampler	$	-
Mini-Ponar Grab Sampler	$	-
DH-76 Suspended Sediment Sampler	$	-
D-96 Suspended Sediment Sampler	$	-
Bridge Crane	$	-
RSET	$	-
AMS Soil Sampling Kit	$	-
Hand-Held Helley-Smith Bedload Sampler	$	-
Guelph Permeameter	$	-

Sludge Sampler	$	-
Shear Strength Vane	$	-
Boats:	**$**	**-**
Small Watercraft	$	-
15'-17' Boat	$	-
20'-21' Boat	$	-
22'-25' Boat	$	-
Houseboat Floating Laboratory	$	-
Other	$	-
Total Equipment Usage Costs	$	-
TOTAL NON-LABOR EXPENSES	**$**	**49**

CITY COUNCIL STAFF REPORT

Agenda Date: 9/23/2025

Subject: Salmonid Basins Plan Introduction

Contact Person/Department: Shannon Farrant, Olin Anderson, Public Works

Budget Impact: None

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:
Discussion on the purpose and approach of the Salmonid Basins Plan.

SUMMARY/BACKGROUND:
The Lake Stevens Plan for Salmonid Basins (the Salmonid Basins Plan) is a project based on an opportunity to advance watershed planning. The objective is to conserve salmon habitat and improve water quality. This project is funded through a Department of Commerce grant. The project includes a watershed-based management plan that integrates drainage basin issues with planned elements of the Lake Stevens Comprehensive Plan to protect and restore salmon habitat and water quality through city planning decisions. This plan will also help guide decisions for enhanced stormwater maintenance, water quality restoration, stormwater retrofits, and habitat preservation.

To accomplish this, the project will develop a GIS-based data analysis and a public outreach and engagement approach to use the best available science to guide policies and goals in the City's comprehensive plan, and identify future projects for restoration. The basins plan will help guide decisions that balance the needs for economic growth while protecting water quality and salmonid habitats.

This presentation by Herrera Environmental Consultants describes the work accomplished and upcoming tasks in preparing the plan. This is an opportunity for the Council to gain clarity on the project and offer discussion on the approach and data analysis.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Stevens_Salmon_Plan_Council_Presentation_20250923

Lake Stevens Plan for Salmonid Basins

September 23, 2025

HERRERA
Science + Planning + Design

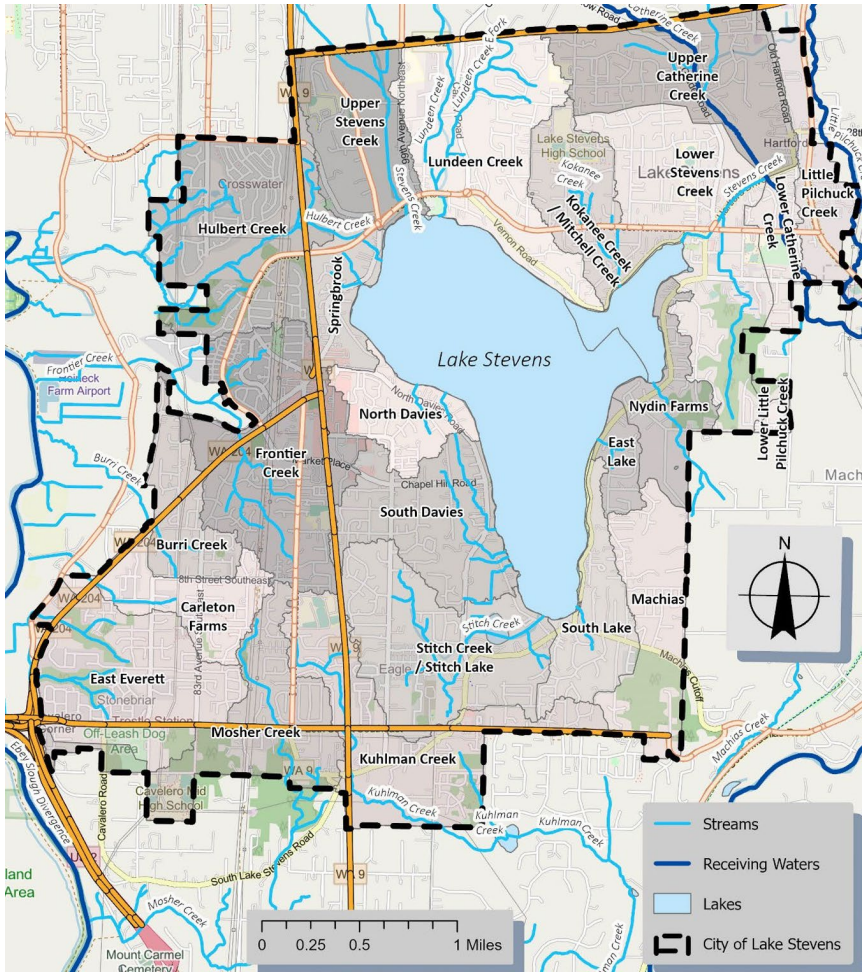
CITY OF LAKE STEVENS

Overview

- What are we doing?
- Why are we doing this?
- What have we done to date?
- What are the next steps?
- Discussion & feedback prompts

What are we doing?

- **Building a Salmonid Basins Plan that:**
  - Identifies and supports salmon habitat and water quality restoration and protection priorities
  - Integrates existing and potential surface water management and planned elements of the Lake Stevens Comprehensive Plan
  - Provides a science-based foundation for Comprehensive Plan updates, stormwater planning, and climate resilience.
  - Spans jurisdictional boundaries



What are we doing?

- **Developing a GIS-based Fish Habitat Model to:**
  - Evaluate salmonid habitat conditions across the City's streams, lake, and contributing basins.
  - Integrate fish habitat, water quality, land use, stormwater, and climate data into one spatial framework.
  - Identify and assess whether restoration efforts are leading to measurable improvements and identification of areas to prioritize land preservation

Why are we doing it?

Protect Salmon and Surface Water Quality: Salmon are keystone species. Healthy streams and lakes reflect overall community well-being.

Meet Regulatory Requirements: State and federal laws (GMA, SMA, Clean Water Act, NPDES) require protection of salmon habitat and integration with stormwater planning.

Why are we doing it?

Deliver Community Benefits: Clean water, reduced flood risks, accessible recreation, and preserved open space.

Plan for Climate Resilience: Warmer waters, stronger floods, and lower summer flows threaten salmon, water quality, and infrastructure. Planning now helps to reduce future risks.

Guide Investments: Identify, prioritize, and plan for new and infrastructure retrofits, and policy changes.

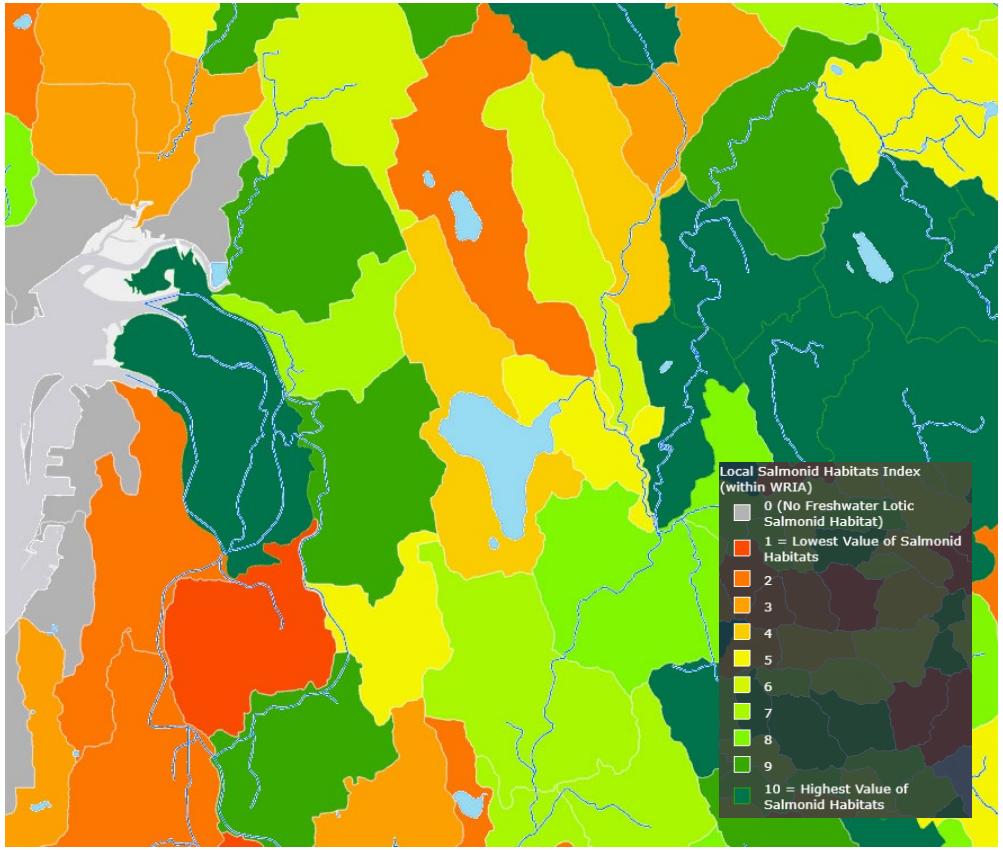
What have we done to date?

- **Identified Available Data & Gaps:**
  - Collected spatial data (streams, riparian canopy, floodplains, water quality, stormwater systems, and social equity) and identified GIS data gaps

- **Assessed Models & Developed GIS-Based Fish Habitat Model Framework:**

What have we done to date?

- **Developed Framing Questions in Two Categories**
  - **Problem-focused questions** that ask: *"Where are conditions degraded?"*
  - **Solution-focused questions** that ask: *"Where are there opportunities for improvement?"*



Problem-Focused Framing Questions

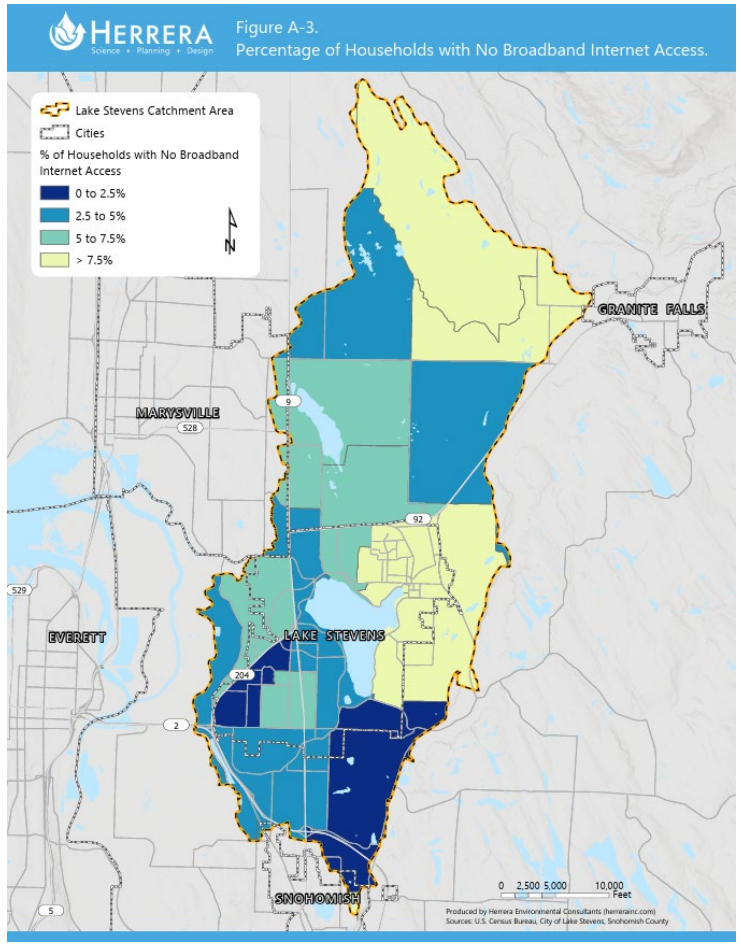
Attribute Measured	Framing Question
Stream Network and Hydrology	Which stream segments are disconnected or modified from their natural flow regime?
Riparian Vegetation & Land Cover	Where is riparian vegetation sparse, degraded, or fragmented?
Water Temperature & Quality	Where do water temperature or pollutant levels exceed ecological thresholds?
Instream Habitat Structure	Where are key instream habitat structures lacking?
Fish Passage Barriers	Where are fish passage barriers located, and how do they affect habitat connectivity?
Species Distribution	Where are critical or limited habitats not protected?

Solution-Focused Framing Questions

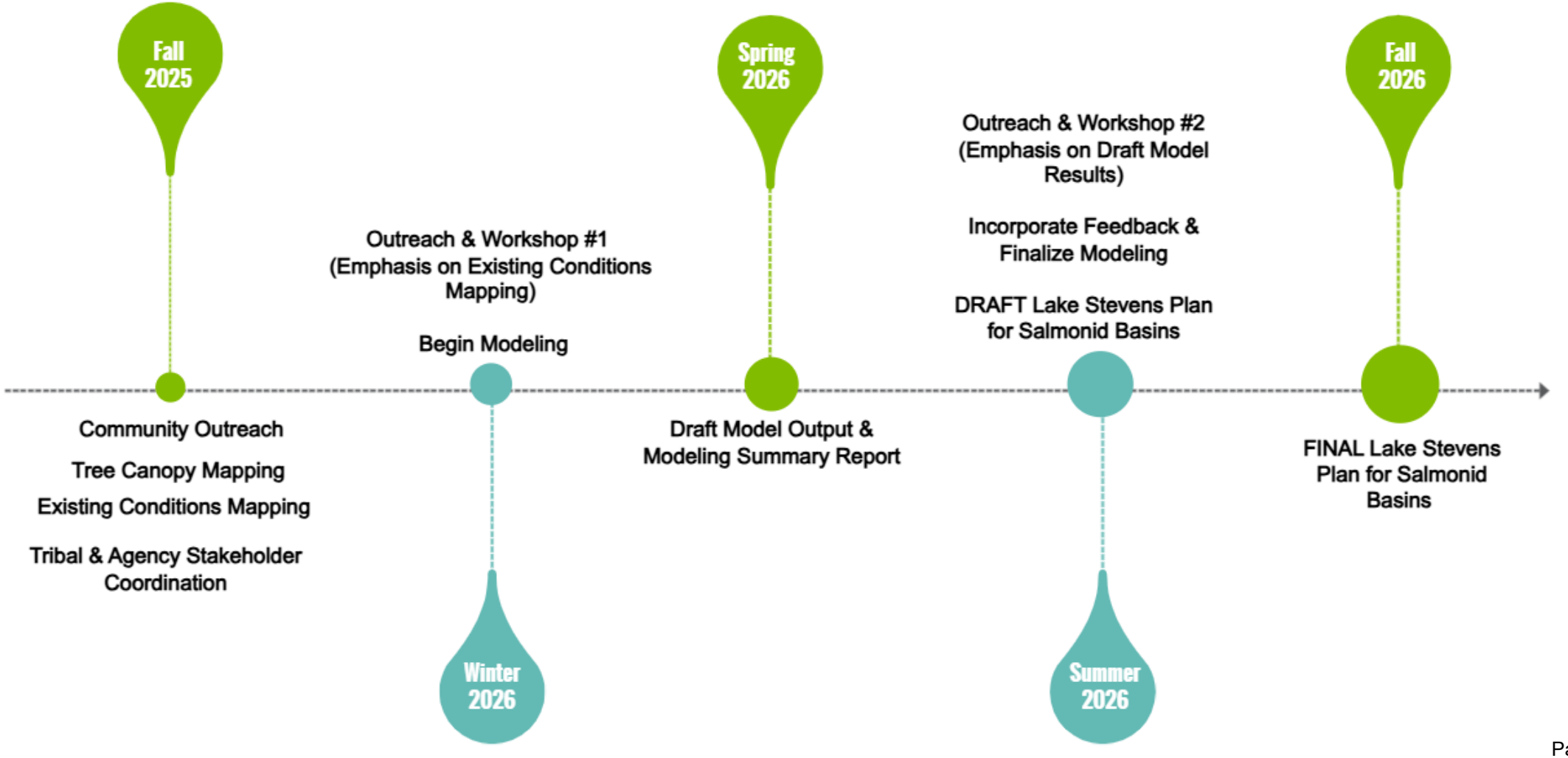
Attribute Measured	Framing Question
Floodplain Connectivity	Where could floodplains or off-channel habitats be reconnected?
Climate Resilience	Where are cold-water refugia or climate-resilient habitats that should be protected?
Wetlands and Off-Channel Habitat	Where are restoration opportunities for wetlands or side channels that aid stormwater retention?
Urban Runoff and GSI Suitability	Where could impervious surfaces be retrofitted with treatment and flow control to reduce peak flows and pollutants?
Land Use Policy	Where should zoning or planning policies steer development away from habitat-sensitive areas?
Environmental Equity	Where can stormwater and habitat projects provide combined environmental and social equity benefits?

What have we done to date?

- **Developed Community Outreach Plan to:**
  - Raise Awareness
  - Inform Planning
  - Promote Equity
  - Build Support
  - Encourage Stewardship
- **Collaboration with Tribal partners, agency stakeholders, and the Planning and Community Development Department**
- **Developed project website**



What's coming next?



Discussion

- General Questions?

Discussion

- What outcomes matter most to Council for judging success? (improved water quality, flood risk reduction, salmon recovery, or community co-benefits like recreation and open space)

Discussion

- How should the City balance future development with protecting sensitive salmonid habitat?

Discussion

- How would the Council like to be involved in shaping and communicating this effort?

Thank you!

Jenn Schmidt, GISP

Herrera Environmental Consultants

jschmidt@herrerainc.com

The Lake Stevens Plan for Salmonid Basins is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

CITY COUNCIL STAFF REPORT

Agenda Date: 9/23/2025

Subject: STEP Housing and Co-Living Housing Code Amendments

Contact Person/Department: David Levitan, Community Development

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:
No action is required. Staff will introduce and seek feedback on potential amendments to the Lake Stevens Municipal Code (LSMC) to comply with HB 1220 (2021), which deals with STEP housing, and HB 1998 (2023), which deals with co-living housing. Updated development regulations must be adopted by December 31, 2025.

SUMMARY/BACKGROUND:
STEP Housing
In 2021, the Washington State legislature adopted HB 1220 (2021). As part of the 2024 Comprehensive Plan Update, the city was required to update its Housing Element to "plan for and accommodate" housing affordable to all income levels, including permanent supportive housing (PSH) and emergency housing. Per the city's adopted growth targets, the city was required to plan for 456 PSH units and 304 emergency housing beds and demonstrate that it had adequate zoned capacity to meet those housing needs.

Beyond requiring cities to accommodate a wide range of housing, HB 1220 also required jurisdictions to update their development regulations to allow "STEP" housing: emergency shelters (S), transitional housing (T), emergency housing (E), and permanent supportive housing (PSH; P). HB 1220 requires that cities allow emergency housing and shelters in any zone where hotels are permitted (with allowances for regulations tied to public health and safety such as maximum occupancy and spacing) while PSH and transitional housing must be permitted in any zone where hotels or residential units are allowed.

The definitions for STEP housing can be found in RCW 36.70A.030 (14, 15 and 31) and RCW 84.26.043(3)(c), as well as in the May 21 Planning Commission packet and the Definitions section of the draft code language included in this meeting packet (**Attachment 1**).

Following the initial May 21 Planning discussion (video available here), the Planning Commission held an additional work session on June 3 (meeting packet and video) to discuss project objectives before reviewing a first draft of updated code language at their August 18 meeting (meeting packet and video), with review continuing at their September 17 meeting (meeting packet and video).
While commissioners have expressed a wide variety of opinions on how to regulate STEP housing, most commissioners agreed on several key topics, including:

- Differentiating between Permanent Supportive Housing (PSH)/transitional housing and emergency housing/shelters when it comes to the review process and application requirements. All STEP housing types are proposed to be outright permitted in the required zones.
    1. Transitional housing and PSH are proposed to be treated/reviewed like Level I healthcare facilities (group homes, adult family homes, foster homes, etc.), which are more residential in nature and don't require additional review standards.
    2. Emergency housing will be subject to the supplementary use regulations as proposed in a new Section 14.44.100 and a Type II land use application review. Staff had originally proposed the review process to be a modified Type I process similar to what exists in LSMC 14.44.064, but the majority of commissioners requested to expand the public noticing requirement to 300 feet (the standard for Type II applications).
- Emergency housing and shelter uses are proposed to have a 500-foot buffer between other emergency housing and shelter uses and "protected" uses such as schools, parks, libraries and childcare centers.
    1. Commissioners discussed several different buffer options ranging between 300 and 1,000 feet, the impacts of which are shown in **Attachment 2**.
    2. It is important to note, HB 1220 allows spacing regulations, but they cannot serve to effectively prohibit emergency housing and shelter uses in most of the city (which a 1,000-foot buffer would do, practically). With proposed 500-foot spacing, the city can demonstrate that it has adequate capacity to meet its emergency housing growth target.
- Creating supplementary use regulations that are as clear, objective and concise as possible and that provide a nexus between the need and potential impacts on residents, businesses, and city infrastructure. Staff used the short-term rental regulations in LSMC 14.44.064 as a template, including the nuisance language.

The short-term rental regulations have been in effect for approximately two years and have been working effectively with few complaints received.

The highlighted yellow areas in Attachment 1 show proposed changes made to the draft code language following the August 18 and September 17 Planning Commission work sessions, as well as additional changes to comply with HB 1998 (discussed below).

Co-Living Housing

In addition to the STEP housing regulations needed to comply with HB 1220, the city is also required by HB 1998 (2023) to update its development code to allow co-living housing – boarding houses, rooming housing, single room occupancy residences, etc. – in any zone where multifamily residential developments of at least six (6) units are permitted. The city does not currently prohibit these uses, as such the revisions are very minor in nature and focus on updating the city's permissible use tables in Chapter 14.40 and the list of allowed uses in the city's subareas (Chapter 14.38), as well as its parking requirements.

Next Steps and Questions for Council

Given the December 31, 2025 adoption deadline, staff will be issuing the 60-day adoption notice to the Department of Commerce in late September and anticipates City Council adoption in late November or early December, following a Planning Commission public hearing and recommendation and City Council public hearing. Staff will also be sharing the draft code language with the public, stakeholders and agencies to solicit community input.

Council members are asked to weigh in on the following questions:

- Are council members generally comfortable with the proposed approach and draft regulations as recommended by the Planning Commission?
- Are there specific sections/topics that need to be added, deleted or revised?
- Are there issues/concerns not addressed by the proposed Site Management Plan requirement?
- How often should the application/Site Management Plan be required to be renewed (the current proposal is every two years)? Commissioners generally thought it was a good idea to require renewal, so long as it was a simple and streamlined process for uses/operations that had not changed in scope and scale.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Attachment 1 - STEP Housing Draft Code Language
2. Attachment 2 - Zones and Buffers for Emergency Housing and Shelters

14.08 – Definitions

New Definitions

Co-Living Housing. A residential development with sleeping units that are independently rented and lockable and provide living and sleeping space, and residents share kitchen facilities with other sleeping units in the building. Local governments may use other names to refer to co-living housing including, but not limited to, congregate living facilities, single room occupancy, rooming house, boarding house, lodging house, and residential suites.

Emergency housing. Temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless and is intended to address basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement (RCW 36.70A.030(14)).

Emergency shelter. A facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations (RCW 36.70A.030(15)).

Permanent supportive housing. Subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy. It utilizes admissions practices designed to use lower barriers to entry than typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services (RCW 36.70A.030(31)).

Tiny Houses. Dwellings, including those on wheels, to be used as permanent housing with permanent provisions for living, sleeping, eating, cooking and sanitation built in accordance with the state building code (RCW 35.21.686).

Transitional housing. A project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living.

Table 14.16A-I: Classification of Permits and Decisions

Type of Review	Land Use Actions and Permits	Recommendation By	Public Hearing Prior to Decision	Permit-Issuing Authority	Administrative Appeal Body and Hearing
TYPE II Administrative with Public Notice	• Administrative Conditional Use (formerly Special Use) • Administrative Variance • Binding Site Plans • Emergency Housing and Shelter Permit • Final Plats (short subdivision and subdivisions) • Major Land Disturbance	None	None	Planning director or designee	Hearing Examiner, except shoreline permits to State Shoreline Hearings Board, and Open Record

14.38.020 Zoning Districts.

The following zoning districts implement the goals, policies and distribution of land uses set forth in the subarea plans:

(a) Business District (BD). The purpose of this district is to promote community and regional employment and accommodate land uses such as corporate offices, general offices, research and development, medical clinics, technology, and light manufacturing and assembly. Secondary uses include warehousing, storage and distribution associated with a principal use and small-scale retail and services that support the principal uses and objectives of the district. This district should be located in areas with direct access to highways and arterials in addition to transit facilities, adequate public services and traffic capacity.

(1) Principal Uses.

(i) Educational services (colleges and/or technical schools);

(ii) Finance and insurance;

(iii) Health care services;

(iv) Light manufacturing and assembly;

(v) Management of companies and enterprises;

(vi) Professional, scientific, and technical services; and

(vii) Transit-oriented development (including transit facilities/stops).

(2) Secondary Uses.

(i) Food services;

(ii) Information services;

(iii) Personal services;

(iv) Retail trade;

(v) Wholesale trade;

(vi) Warehousing, storage and distribution;

(vii) Small wireless facilities/towers and antennas 50 feet tall or less; ~~and~~

(viii) Eligible facility modifications;

(ix) Transitional housing and permanent supportive housing, as defined in Chapter 14.08; and

(x) Emergency shelters and emergency housing, as defined in Chapter 14.08 and subject to the supplementary use criteria in LSMC 14.44.100.

(xi) Co-Living Housing as defined in RCW 36.70A.535.

(b) Commercial District (CD). The purpose of this district is to accommodate the high-intensity retail needs of the community and regional market by attracting a mix of large to small format retail stores and restaurants to create a vibrant and unified regional shopping center. Transportation accessibility, exposure to highways and arterials with adequate public services and traffic capacity characterize this district.

(1) Principal Uses.

(i) Accommodation services;

(ii) Arts and entertainment;

(iii) Food services;

(iv) Retail trade; and

(v) Transit-oriented development (including transit facilities/stops).

(2) Secondary Uses.

(i) Amusement and recreation industries;

(ii) Commercial parking structures/lots;

(iii) Educational services (colleges and/or technical schools);

(iv) Finance and insurance;

(v) Health care services;

(vi) Information services;

(vii) Personal services;

(viii) Professional, scientific, and technical services;

(ix) Public administration;

(x) Warehousing, storage and distribution;

(xi) Small wireless facilities/towers and antennas 50 feet tall or less; and

(xii) Eligible facility modifications.

(3) Residential Uses.

(i) Mixed use multifamily residential units including apartments, condominiums, and live/work units, where the majority of residential units are located above commercial uses;.

(ii) Transitional housing and permanent supportive housing, as defined in Chapter 14.08; and

(iii) Emergency shelters and emergency housing, as defined in Chapter 14.08 and subject to the supplementary use criteria in LSMC 14.44.100.

(iv) Co-Living Housing as defined in RCW 36.70A.535.

(e) Central Business District (CBD). The purpose of this district is to provide pedestrian-oriented commercial uses that serve the community and region by attracting a variety of small to mid-sized businesses along with high-density residential uses in proximity to other retail and residential areas. Building design and pedestrian-oriented features would support an active and pleasant streetscape. This district should include enhanced sidewalks, public spaces and amenities for pedestrians and cyclists that emphasize pedestrian movement over vehicular movement.

(1) Principal Uses.

(i) Amusement and recreation;

(ii) Arts and entertainment;

(iii) Food services;

(iv) Hospitality and lodging;

(v) Personal services; and

(vi) Small to mid-size retail trade.

(2) Secondary Uses.

(i) Commercial parking structures/lots;

(ii) Finance and insurance;

(iii) Health care services;

(iv) Professional, scientific, and technical services;

(v) Public administration;

(vi) Small wireless facilities/towers and antennas 50 feet tall or less; and

(vii) Eligible facility modifications.

(3) Residential Uses.

(i) Mixed use multifamily residential units including apartments, condominiums, and live/work units, where the residential units are located above or behind commercial uses;~~.~~

(ii) Transitional housing and permanent supportive housing, as defined in Chapter 14.08; and

(iii) Emergency shelters and emergency housing, as defined in Chapter 14.08 and subject to the supplementary use criteria in LSMC 14.44.100.

(iv) Co-Living Housing as defined in RCW 36.70A.535.

14.40 – Permissible Uses

Table 14.40-I: Table of Residential Uses by Zones

A blank box indicates a use is not allowed in a specific zone. Note: Reference numbers within matrix indicate special conditions apply.

P – Permitted Use; A – Administrative Conditional Use; C – Conditional Use (See Section 14.40.070 for explanation of combinations)

NAICS Code	Use	R4	WR	R6	R8-12	MFR	LB	MU[1]	~~PBD[2]~~	BD	CBD	CD	LI	GI	P/SP
MISCELLANEOUS AND ACCESSORY USES															
721310	~~Rooming houses, boarding houses~~Co-Living Housing	~~A~~	~~A~~	~~A~~	~~A~~	P	P	P		P	P	P			
	Emergency Housing[15]						P			P	P	P			
	Emergency Shelter[15]						P			P	P	P			
	Permanent Supportive Housing	P	P	P	P	P	P			P	P	P			
N/A	Recovery housing	P	P	P	P	P			~~P~~						
	Transitional Housing	P	P	P	P	P	P			P	P	P			
	Hotels, motels						P		~~P~~	P	P	P			~~A~~

15. Subject to supplementary use regulations in LSMC 14.44.100.

14.44.100 Emergency Housing and Emergency Shelters

(a) Purpose and Restrictions.

(1) The supplementary use regulations for emergency housing and emergency shelters, as defined in Chapter 14.08, are intended to provide clear and objective criteria to allow emergency housing while mitigating potential impacts to city residents, businesses, land uses and infrastructure.

(2) Restrictions.

(i) Applicants for emergency housing or emergency shelters shall obtain an emergency housing and shelter permit issued by the Department of Planning and Community Development.

(ii) Emergency housing and shelter permits are not transferable to another operator or location.

(b) Licensing and Registration.

(1) Emergency housing and emergency shelters are allowed in the zoning districts identified in Section 14.38.020 and Table 14.40-I LSMC.

(2) Emergency housing and emergency shelters require a Type II emergency housing and shelter permit application per Table 14.16A-I, applicable fees per the city's fee resolution, and a Site Management Plan as detailed in subsection (c).

(3) A renewal application shall be required every two years following initial application approval. The renewal shall be subject to any fees established by the city's fee resolution and shall document any changes to site operations from those described in the initial application.

(4) Any substantive changes to site operations, such as an increase in the number of residents served or the duration of stay, shall require a new application.

(5) Individual emergency housing and emergency shelter uses shall be separated by at least 500 feet between parcel boundaries, as confirmed by the city, based upon the Snohomish County Assessor's parcel data. Distance shall be measured as a radius from the edge of the parcel boundaries of the site.

(6) No emergency housing or emergency shelter use shall be located within 500 feet of the perimeter of a parcel which has at least one of the land uses listed below:

(i) Elementary or secondary school (public or private);

(ii) Child care center, as defined in RCW 43.216.010(a);

(iii) Public park; or

(iv) Library

(c) Site Management Plan Required

(1) The applicant shall prepare a Site Management Plan that includes the following information:

(i) The name, phone number, email address and postal address providing valid current contact information for the site operator. Any changes to the name or telephone number(s) of contact(s) must be submitted to the Department of Planning and Community Development within 14 days of the change and upon license renewal;

(ii) An Operations and Safety Plan that details:

a. The target population served by the use (individuals, families, minors, etc.)
b. The background/screening process for site residents
c. The maximum and anticipated average duration of stay for residents
d. The maximum number of residents, including for individual rooms/units/suites
e. Entry, site access and security controls, including any limitations on hours of ingress/egress for residents and staff
f. Any Code of Conduct (or similar) required to be signed by residents
g. The number of employees/volunteers serving the site
h. Supportive services (medical, social, etc.) provided at the site

(iii) A parking analysis documenting the number of parking spaces needed to meet the project's operational needs based on the number of residents and employees, anticipated vehicle ownership rate, average duration of stay and proximity to transit.

(d) Public Notice and Input

(1) Applicants for emergency housing or emergency shelters shall provide public notice to properties within 300 feet, as required for Type II land use applications and subject to the provisions of LSMC 14.16A.225 ~~written notification to property owners in proximity to the project site that share a common boundary and properties immediately across a street or other public right-of-way, on a form provided by the city that details the proposed site operations. The applicant shall sign and return a copy of this notice to the Department of Planning and Community Development, as part of the Type II review.~~

(e) Health and Safety

(1) All uses shall provide fire extinguishers, smoke detectors, carbon monoxide detectors and clearly marked exits and meet all other State building code and fire code requirements.
(2) The city reserves the right to conduct inspections in response to health and safety complaints, subject to any fees identified in the current fees resolution.

(f) Nuisance Activity.

(1) It shall constitute a public nuisance to allow any operations or activities that result in violation of Chapter 9.56 LSMC, Noise Control, or allow other nuisance activities as described in Chapter 9.60 LSMC, Nuisance Activity, or other applicable sections of this code.

(2) All conditions which are determined by the Director or designee to be a nuisance activity shall be subject to enforcement pursuant to LSMC Title 17.

(f) Complaints and Enforcement.

(1) Complaints and enforcement are subject to the processes identified in Chapter 4.04 LSMC and LSMC Title 17 including any applicable fines and penalties.

(2) A new emergency housing and shelter permit will not be issued to the operator of a revoked emergency housing and shelter permit and business license until one year from the time of revocation has passed.

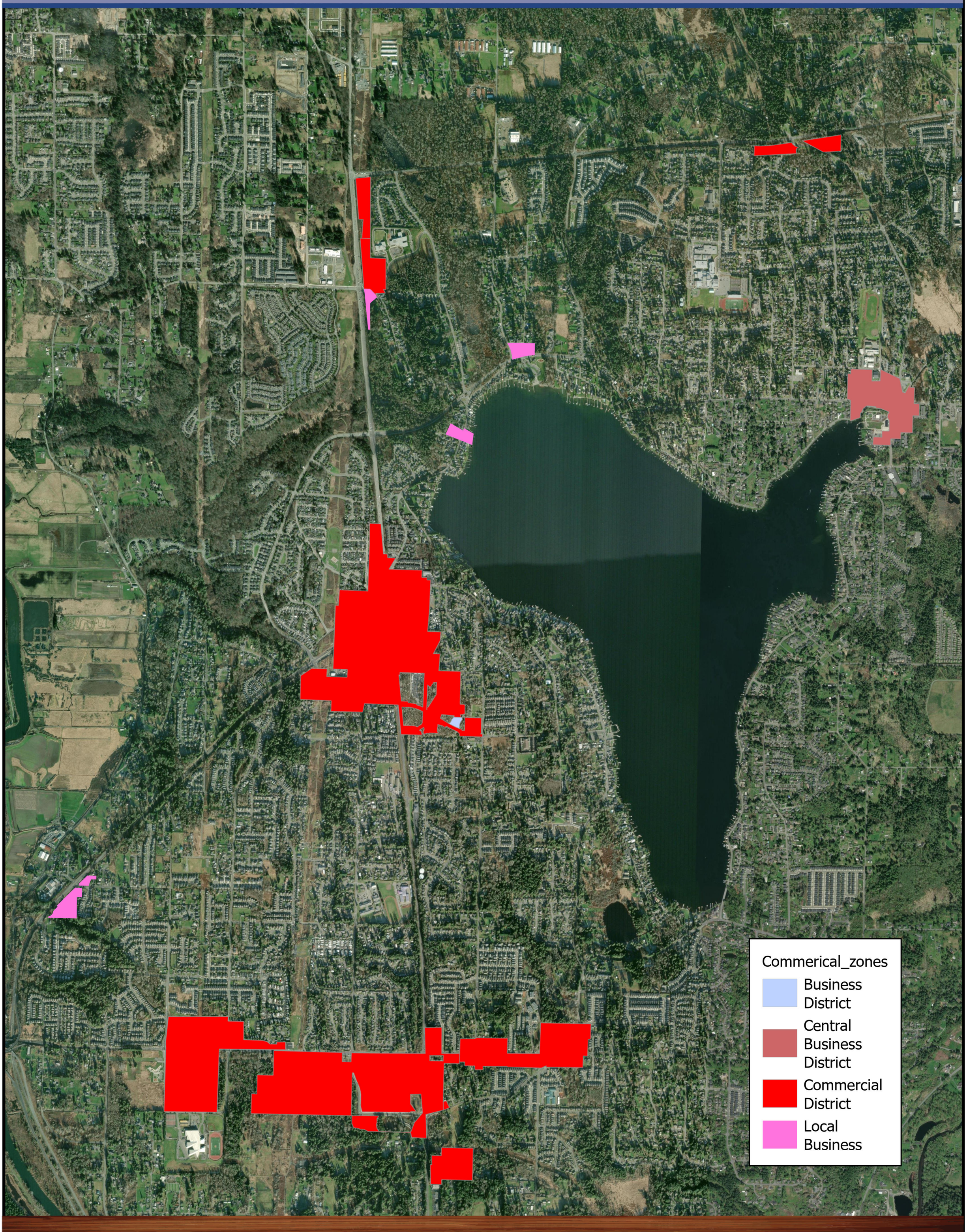
(3) Permits issued based on applications containing misrepresented or misleading information may be revoked.

Table 14.72-I: Table of Parking Requirements

Use	Parking Requirement
Multifamily residences.	2 spaces per unit plus 1 additional space for every four units in the development, except multifamily units limited to senior citizens require only 1 space per unit.
Level I health and social service facility.	3 spaces for every 5 beds except for uses exclusively serving children under 16, in which case 1 space for every 3 beds shall be required.
Level II and III health and social service facility.	To be determined by the Planning Director on a case-by-case basis.
Group homes for juvenile offenders	1 space for each staff person on site during the maximum shift plus 1 space for each facility vehicle plus 1 space for every 3 beds.
~~Rooming and boarding houses.~~ Co-Living Houses.	0.25~~1~~ spaces ~~for each bedroom~~per sleeping unit. Sites within one-half mile of a major transit stop as defined in RCW 36.70A.535 are exempt from off-street parking requirements.
Short-term rentals.	1 space per every 2 bedrooms rented plus 2 spaces for owner/agent when occupied.

Use	Parking Requirement
Hotels and motels.	1 space for each room to be rented plus additional space (in accordance with other sections of this table) for restaurant or other facilities.
Temporary emergency, construction, and repair residences.	2 spaces per dwelling unit plus one space per room rented out (see Accessory Uses, Section 14.40.040)
Emergency Housing and Emergency Shelters	Approval of a project-specific parking analysis is required as part of the required Site Management Plan, per LSMC 14.44.100(c).
Permanent Supportive Housing and Transitional Housing	To be determined by the Planning Director on a case-by-case basis, factoring in population served, access to street parking, availability of shared parking agreements, and other variables.

Zones Where Emergency Housing/Shelter is Permitted



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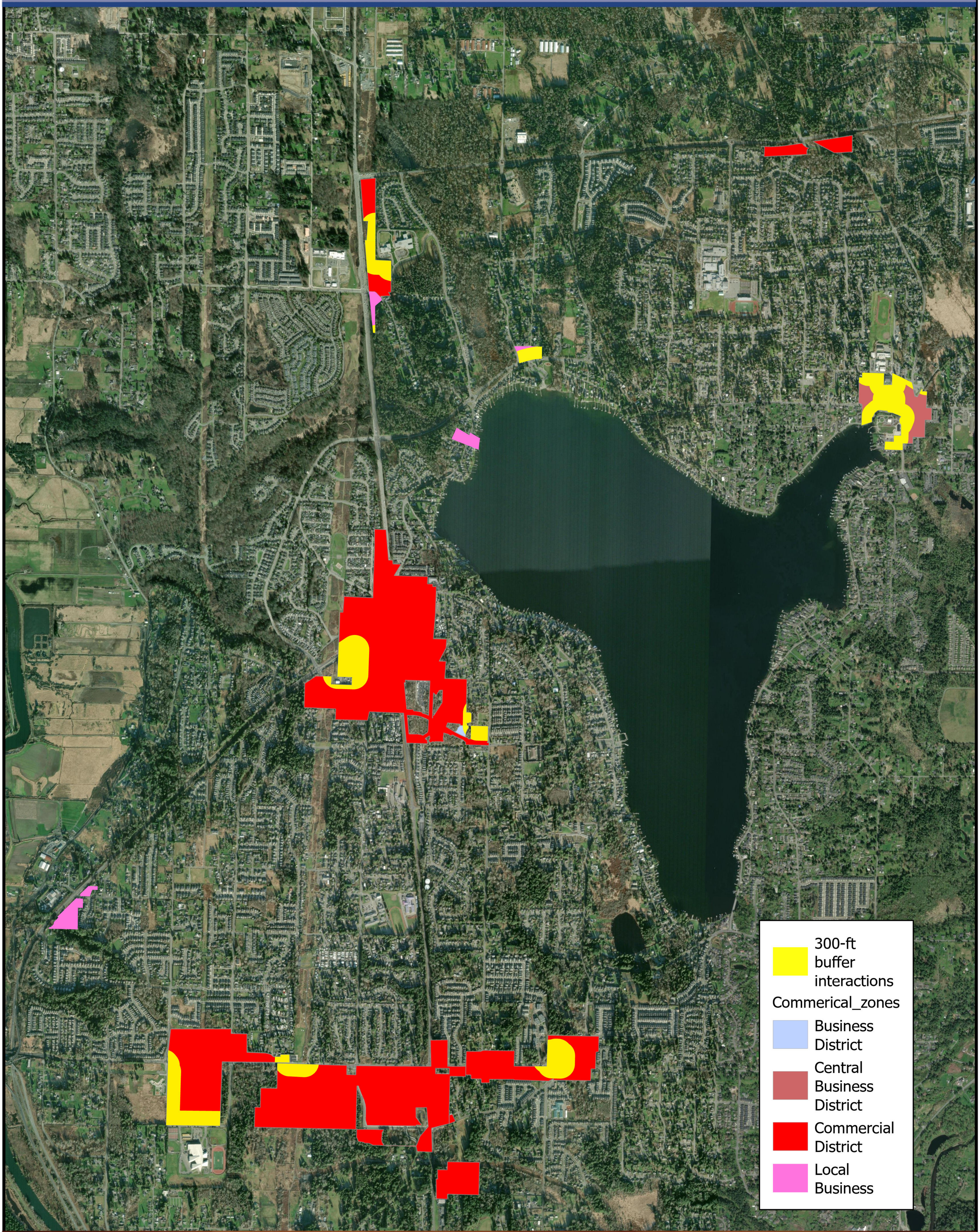
REVISION DATE: September, Year Ordinance No. 2025

Impacts of a 300-ft Protected Use Buffer on Emergency Housing/Shelter Siting

CITY OF LAKE STEVENS



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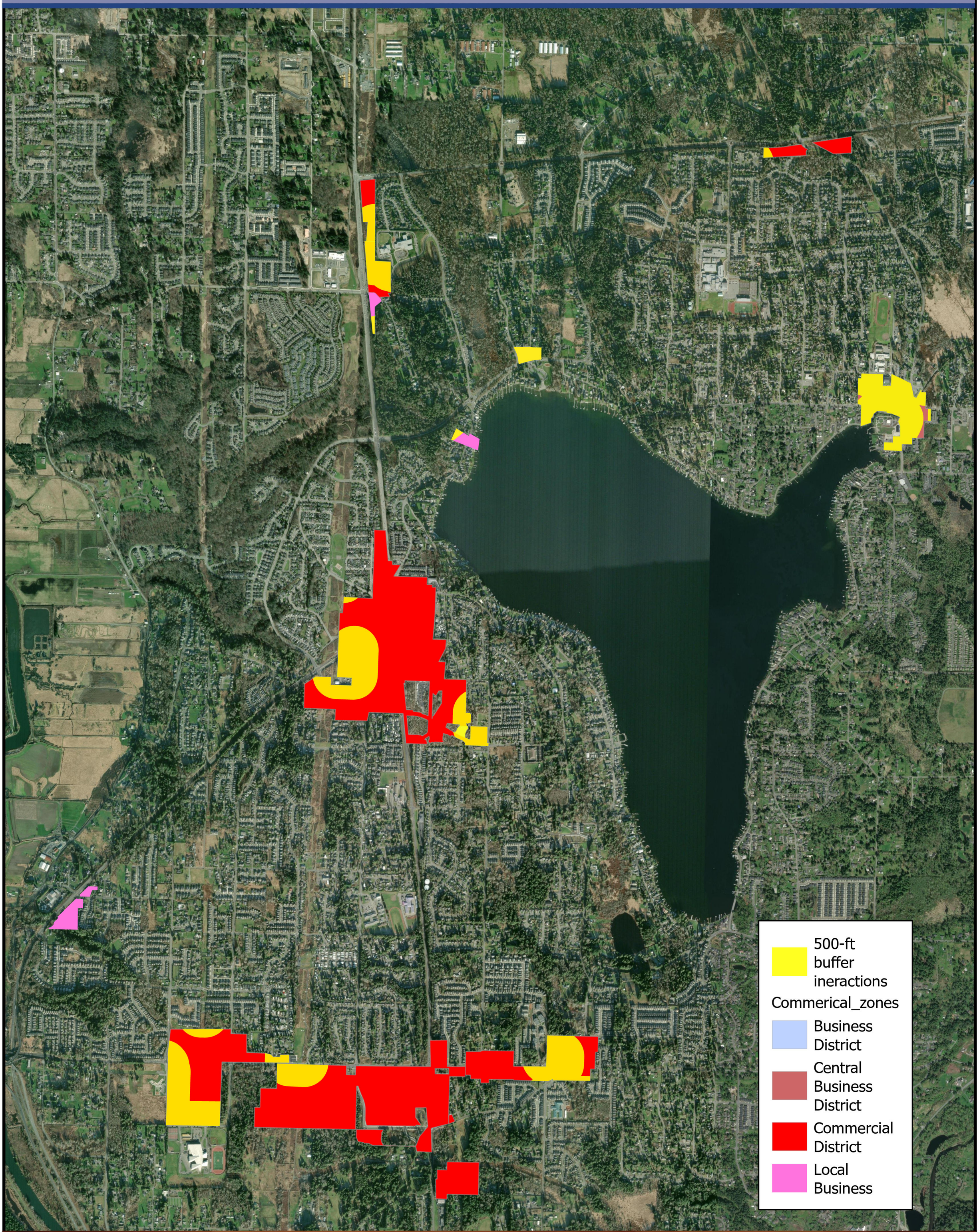
REVISION DATE: September, Year Ordinance No. 2025

Impacts of a 500-ft Protected Use Buffer on Emergency Housing/Shelter Siting

CITY OF LAKE STEVENS



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0 0.2 0.4 Miles

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