

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.

May 12, 2026 - 6:00 PM

City Council Regular Meeting

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: 87912364137 Passcode: 855251

1. **Call to Order**
2. **Pledge of Allegiance** Mayor
3. **Roll Call**
4. **Approval of Agenda** Council President
5. **Citizen Comments**
6. **Council Training**
 - A. Budget Process Overview David Cline,
Civic Compass
Consulting LLC
7. **Consent Agenda**
 - A. 2026 Vouchers Matthew Heist
 - B. City Council Meeting Minutes of April 21, 2026 Kelly Chelin
 - C. City Council Meeting Minutes of April 28, 2026 Kelly Chelin
 - D. Appoint a member to the Civil Service Commission and Salary Commission Kelly Chelin
8. **Action Items**
 - A. Updates to the Council Procedures Kelly Chelin
 - B. Parks Vehicle Replacement Sarah Garceau
 - C. 91st Ave SE Multi-use Path-Phase II Construction Contract Award Erik Mangold

9. Discussion Items

- A. Council Agenda Review

Kelly Chelin

10. Council Business

Council President

11. Executive Session - Confidential Session of the Council

- A. Discussion to evaluate the qualifications of a candidate for appointment to elective office. There may be action to follow.

12. Adjourn

THE PUBLIC IS INVITED TO ATTEND

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Human Resources, City of Lake Stevens ADA Coordinator, (425) 622-9400, 48 hours prior to this council meeting 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.

Budget Process Overview

May 12, 2026

Lake Stevens City Council

David Cline

Principal

Civic Compass Consulting LLC

Agenda

- Introductions
- Budget Resources and Topics
- Questions for City Councilmembers
- Budget Process Review
- Final Q & A

Introduction

- 30 Years as Local Government Professional
- UW Evans School Affiliate Professor on Local Government
- Created award winning budgets for small, medium and large organizations
- Work with elected officials and communities to realize their vision

Budget Resources

- Association of Washington Cities – awcnet.org
 - Budgeting Basics -10 part video series (7-10 mins each)
 - Municipal Budgeting workshop – August 5-6, Leavenworth
 - Surveys – Tax & User Fee, Salary & Benefits
- Municipal Research and Service Center
 - 2025 Budget Suggestions, Revenue Guide for Cities and Towns
 - Budget preparation checklist, budgeting resources
- State Auditor Office – Financial Intelligence Tool
- Government Finance Officers Association

Budget Topics – Budgeting Basics from AWC

- What are budgets and why do cities have them?
- Roles, responsibilities in the budget process
- Basics of fund and revenues
- Strategic Goals
- Capital Facilities planning
- Revenue forecasting
- Balancing the budget
- Communications
- Community Engagement
- Accountability

Discussion with councilmembers

Each councilmember :

- What questions do you have about the budget process?
- What has worked well?
- What could be improved?

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Budgets and Budget Process

“The mission of the budget process is to help decision makers make informed choices about the provision of services and capital assets and to promote stakeholder participation in the process.”

- National Advisory Council on State and Local Budgeting (NACSLB)

Budgets are:

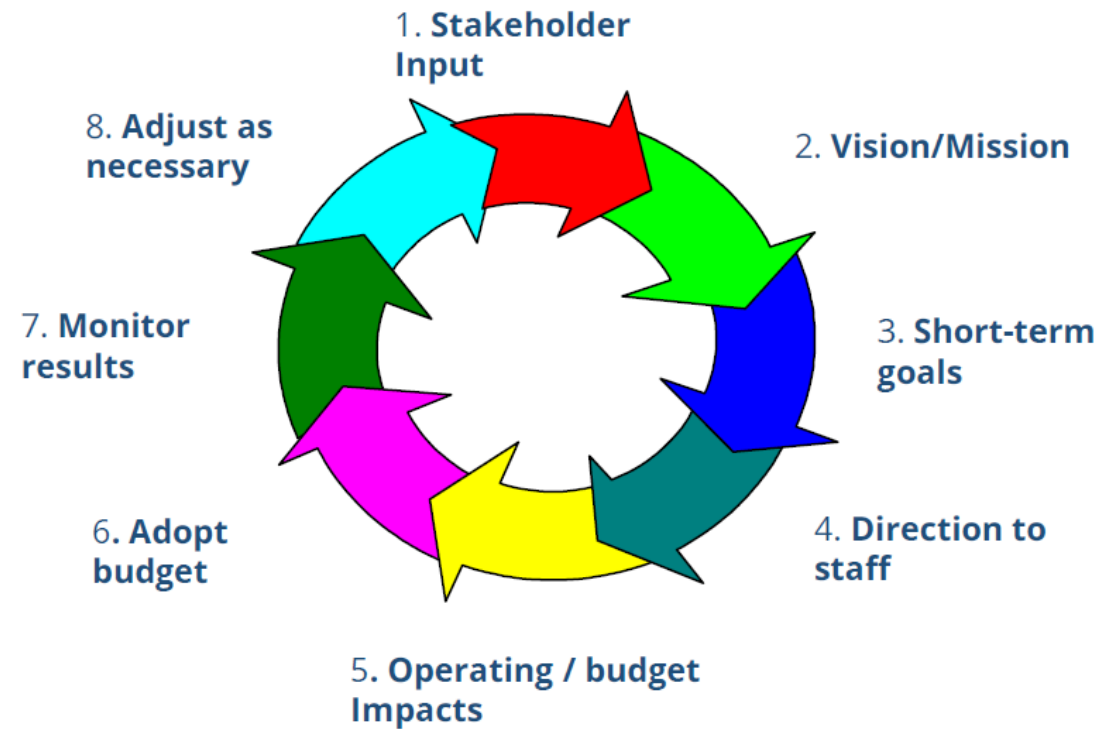
- Legally required (RCW 35A.33)
- Accountability – how are we spending money, performance measures
- Management Tool - used by council, managers, and staff
- Planning Document – implement your strategic plan and vision

Influences on the budget

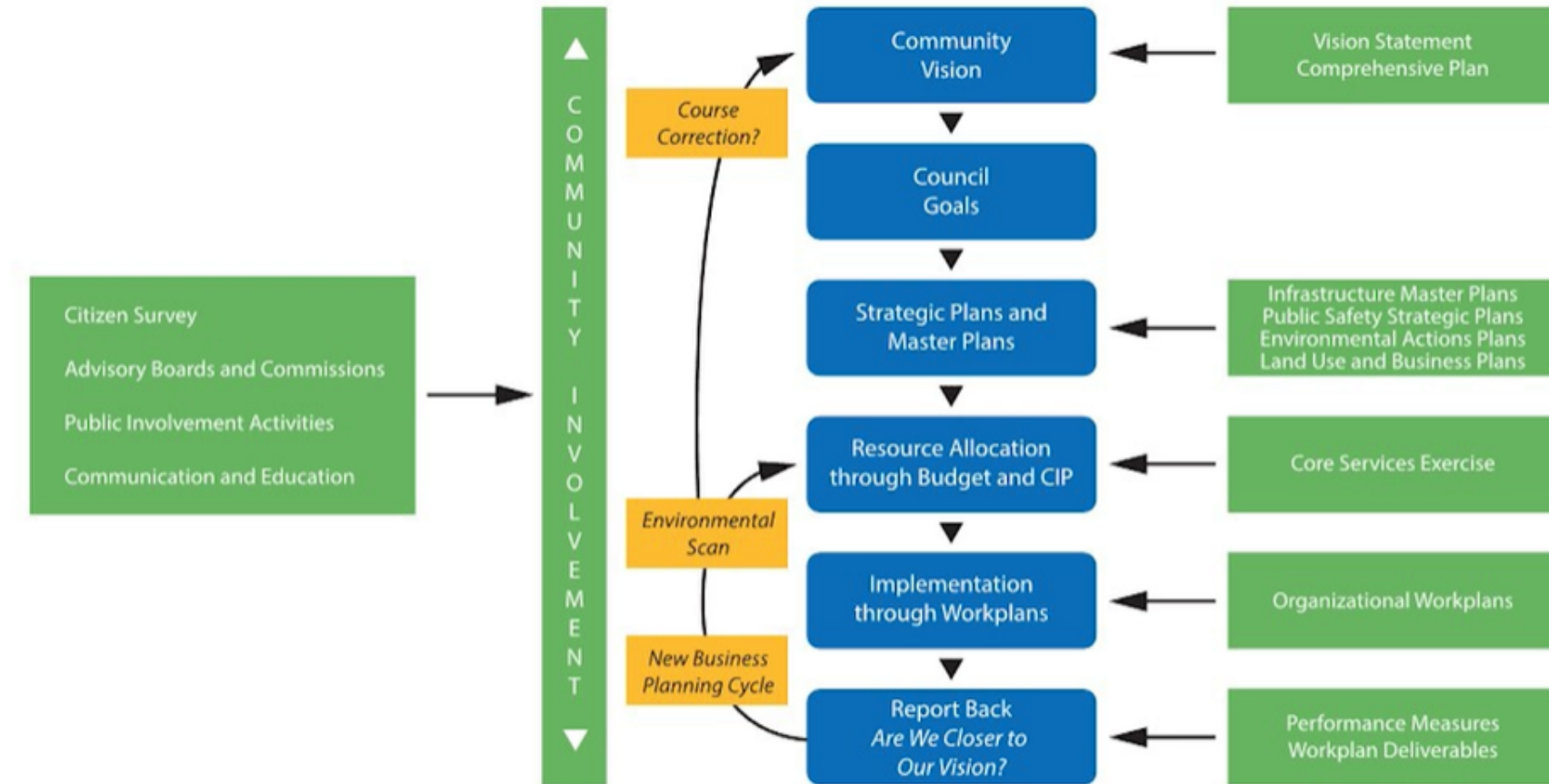


Budget Process Overview

National Advisory Council on State and Local Budgeting (NACSLB)



Strategic Planning Process



Lake Stevens Strategic Plan

2026 - 2030 Strategic Plan



Our Vision

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

Our Mission

Provide a safe and desirable community with open communication and dedicated public service

Budget Topics – Budgeting Basics from AWC

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- Accountability

Roles and Responsibilities

Budgeting is a team sport – we all have a role

Roles



Flight Path Analogy -



Budget Process

MRSC Budget Checklist

2026 City and Town Budget Preparation Checklist

ITEM	STATUTORY DEADLINE	COMPLETED
Suggested Pre-Budget Items		
Determine public hearing and workshop dates*	none	☐
Prepare budget calendar*	none	☐
Council retreat	none	☐
Adopt/update financial policies	none	☐
Public hearings for Capital Facility Plan (CFP) updates	none	☐
Public hearing for Transportation Improvement Plan (TIP)	none	☐
Mayor/manager communicates budget priorities to staff	none	☐
September Items		
Budget requests (call letter) to all department heads	Sept 8	☐
Department heads prepare estimates of revenues and expenditures	none	☐
Clerk prepares estimates for debt service and all other estimates	Sept 22	☐
Check Implicit Price Deflator (IPD) on MRSC website**	Sept 25	☐
October Items		
Clerk provides estimates filed by department heads to mayor/manager showing complete financial program	Oct 1	☐
Mayor/manager provides council with estimates of revenues from all sources, including estimates prepared by clerk, for consideration of setting property tax levy	Oct 1	☐
Schedule workshops for departments to review budget with council	none	☐
Mid-October - Mid-November Items		
Public hearing on revenue sources including possible increases in property tax	none	☐
Notice of preliminary budget and final hearing	none	☐
November Items		
Mayor/manager prepares preliminary budget and budget message; files with clerk and council	Nov 2	☐
Public hearing(s) on preliminary budget	none	☐
Copies of budget available to the public	Nov 21	☐
Property tax levies set by ordinance and filed with county	Nov 30	☐
Substantial need ordinance passed and filed with county***	Nov 30	☐
December Items		
Final budget hearing	Dec 1	☐
Budget adoption deadline	Dec 31	☐
Current year budget amendment deadline	Dec 31	☐

*work with mayor/city manager and council

**applies to cities and towns with a population over 10k

***If IPD is below 1%, cities and towns with a population over 10k must pass an ordinance of substantial need in order to increase their property tax levy by the 1% allowed by state law; otherwise, they are limited to the increase in the IPD

See MRSC's [City and Town Budget Procedures](#) for further information



WEB-25-0066

Lake Stevens Budget Calendar

Budget Process Timeline

January - July

- Project Dashboard
- Asset Inventories
- Financial Review

Early August

- Base Budget & Forecast created by Finance
- Instructions to DH

Mid – Late August

- DH Budget Requests are compiled and presented to Mayor and City Administrator
- Executive Staff Roundtable

September

- Budget Presentations
- Council Review & Discussion

October

- Proposed Budget Finalized
- Available to the Public

October

- Public Hearings
- Property Tax Levy Hearing
- Proposed Budget

November

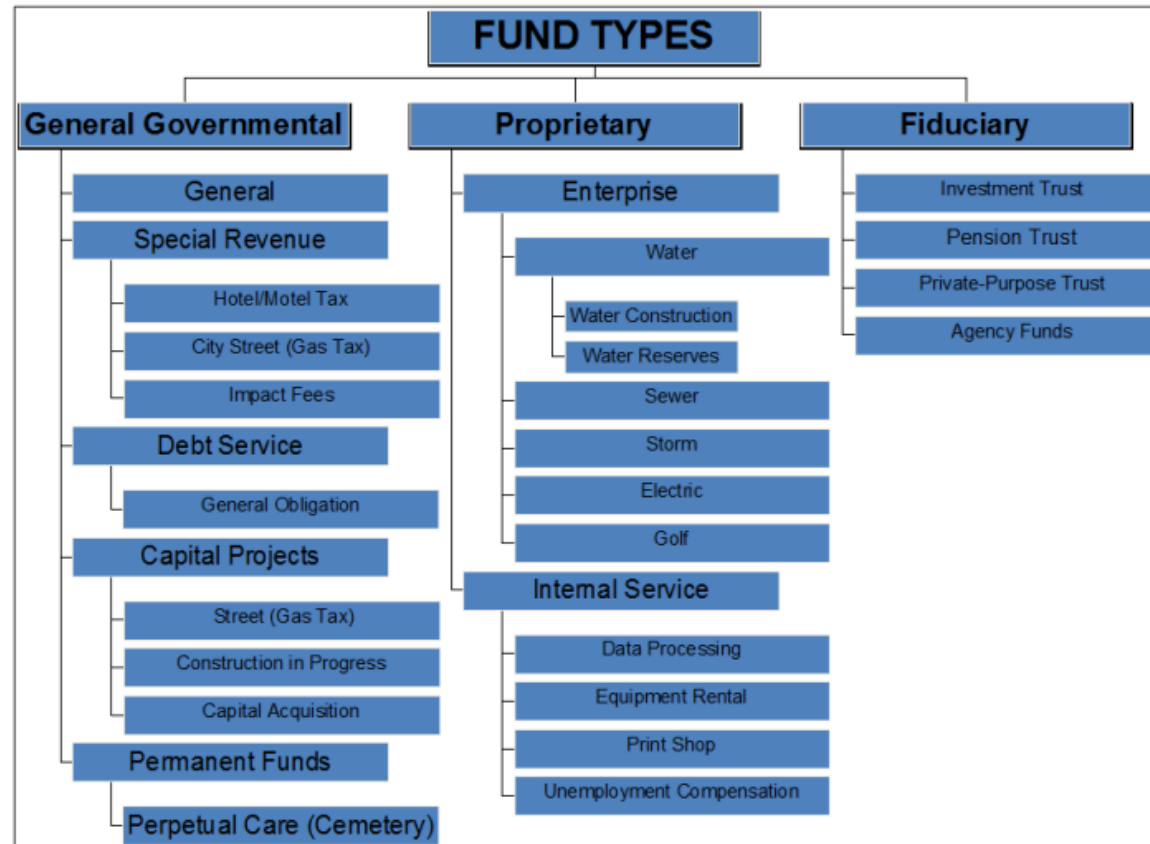
- Final Public Hearing
- Adopt Budget

Budget Topics – Budgeting Basics from AWC

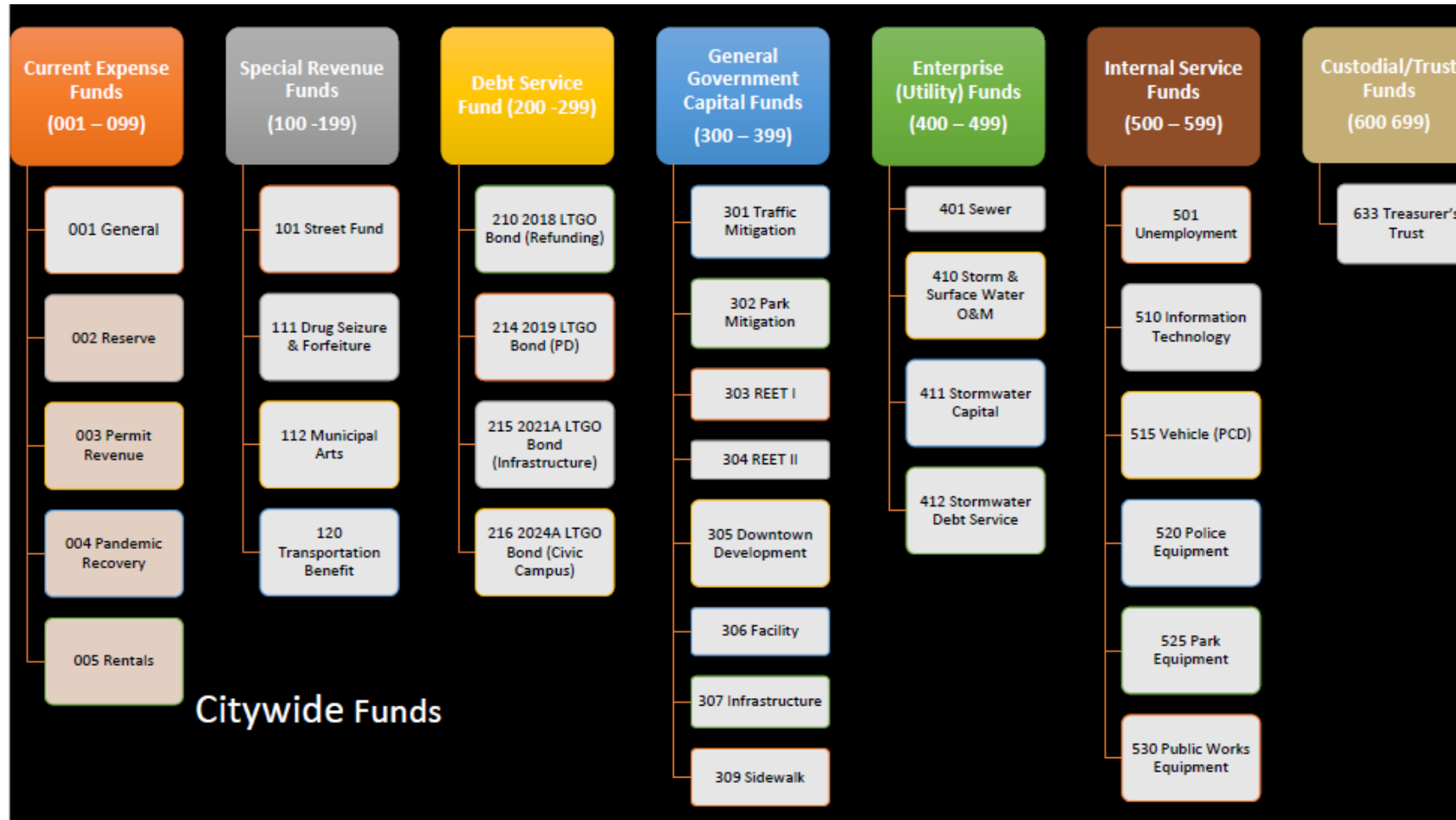
- What are budgets and why do cities have them?
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Funds and Revenues: Fund Types

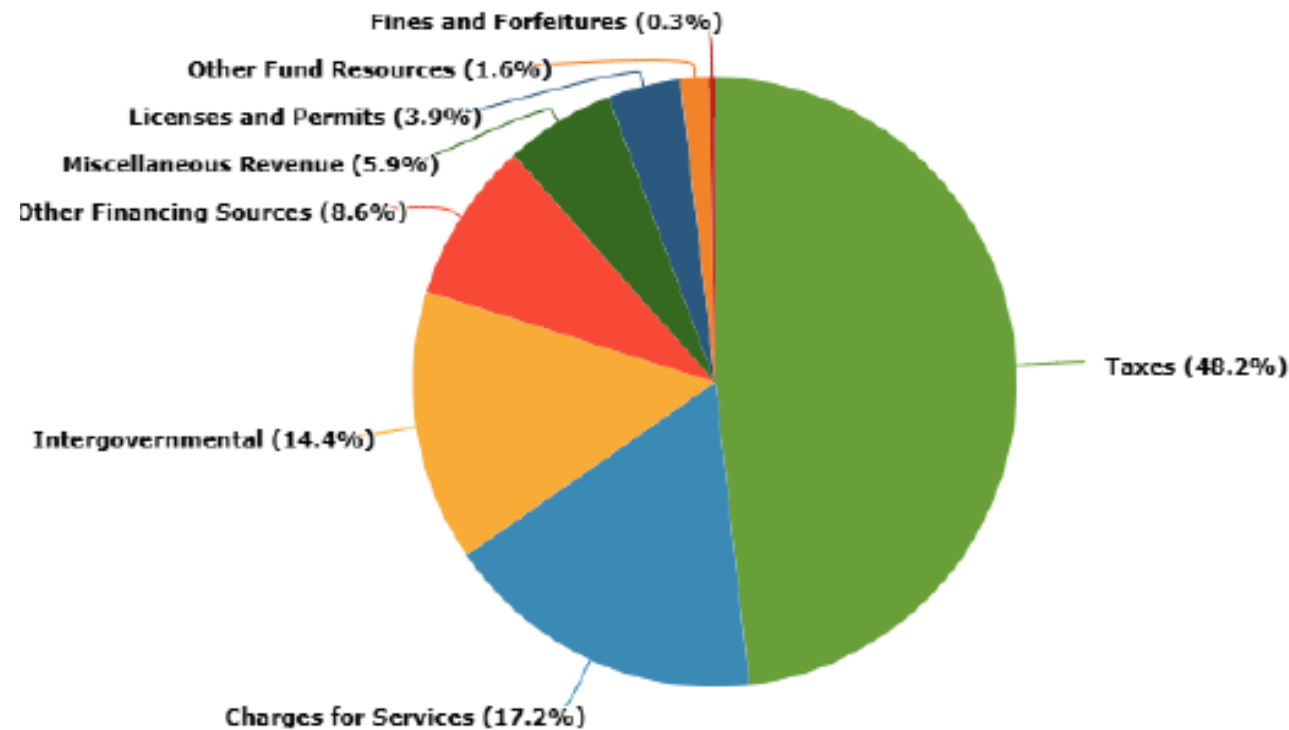
Fund Structure – 3 Different Fund Types



Lake Stevens Fund Structure



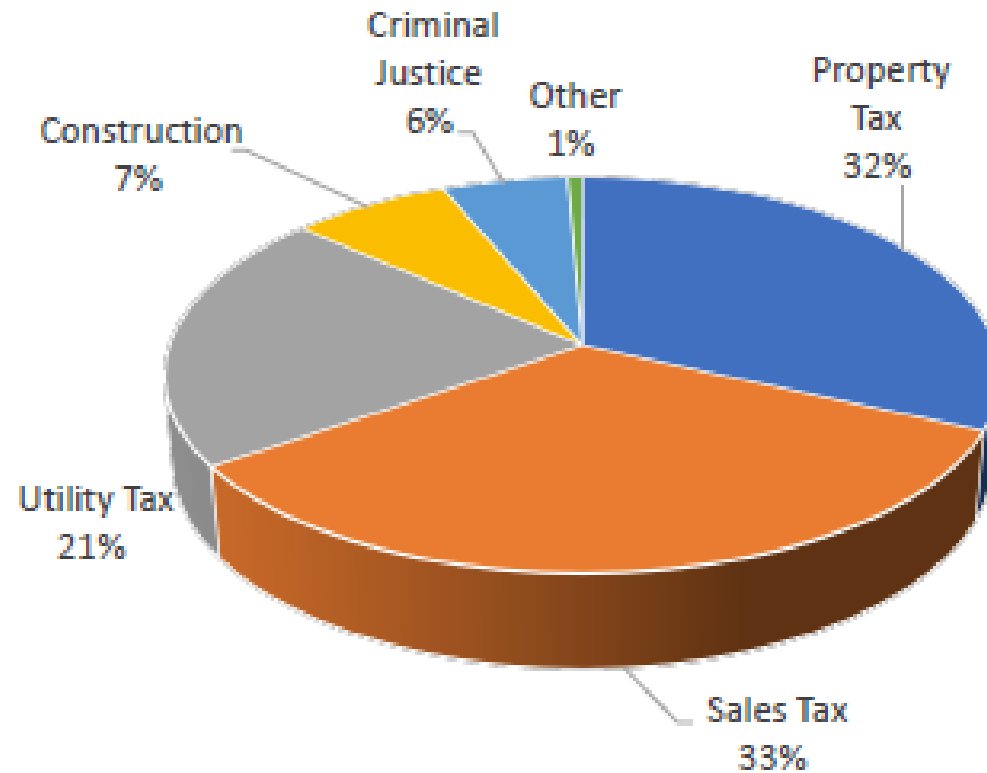
Lake Stevens Revenues – All Funds



- Taxes (48%)
 - Property Tax
 - Sales Tax
 - REET
 - Utility
- Charges for Services (17%)
 - Zoning & Subdivision
 - Impact Fees
 - Storm Water Fees
- Intergovernmental (14%)
 - Grants
 - State Shared

Other Financing Sources are interfund transfers and the anticipated sale of property

Lake Stevens General Fund Revenues



Budget Topics – Budgeting Basics from AWC

- What are budgets and why do cities have them?
- Roles, responsibilities in the budget process
- Basics of fund and revenues
- **Strategic Goals – previously mentioned**
- **Capital Facilities planning – often have 6+ year plans**
- **Revenue forecasting – document assumptions, use resources**
- **Balancing the budget**
- Communications
- Community Engagement
- Accountability

Balancing the Budget

- State law requires the budget to balance
 - All Revenues (including Fund Balance) must match Expenditure
- Financial policies frame options
 - Ongoing revenues used for ongoing expenditures and
 - One-time revenue used to fund one-time expenses
 - City will maintain a strong bond rating
 - Use of reserves
- Mayor recommends options to balance the budget
- City Council adopts final budget

Key Budget Questions

Does it maintain existing level of service or is it a new LOS?

Regulatory (required) or discretionary (policy-based)?

Consistent with:

- Master Plan?
- Council Goals?
- Workplan?

What options did you consider?

What would you trade-off?

One-time vs. ongoing?

Have all costs been included?

Expenditure reductions/offsets?



Most Cities have Structural Budget Deficits

- Long-term revenues do not support long-term expenditures – issue for most local governments: cities, counties and school districts.

One main reason is property tax limitations for city councils

- Property tax 1% limit on revenues does not match growth in actual cost of services
- Before the year 2000, city councils could increase property taxes by up to 6% to match service levels. Now that decision is given to the community.

Possible Solutions to Structural Deficits

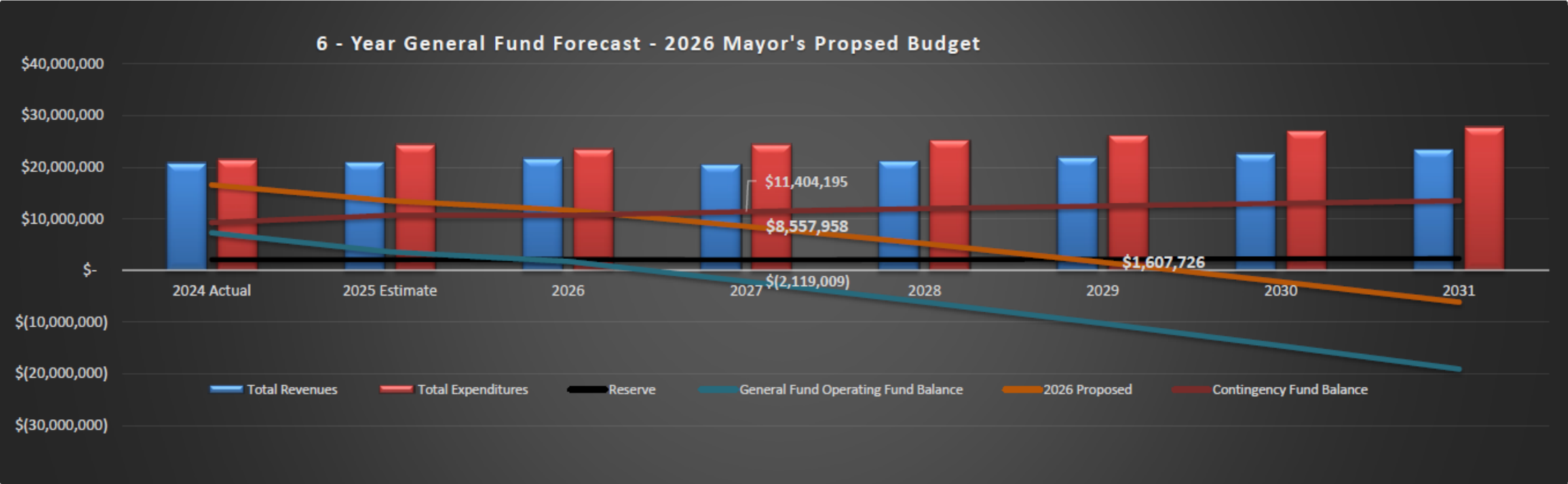
City decisions

- Efficiencies: Technology, improve process/workflow,
- Decrease services: eliminate specific services
- New revenues
 - Councilmatic Choices: public safety sales tax, business taxes, and many others
 - Voter Approved funding sources: transportation benefit district (2023), create a Metropolitan Park District, approve a Levy Lid Lift

Community decisions:

- Involve and engage the community in these difficult choices
- Examples: Financial sustainability task forces, input on prioritizing services, voter supported funding to maintain services

Lake Stevens Long-Range Forecast



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- **Communications – Budget is a communication and policy tool**
- **Community Engagement**
- Accountability

IAP2 Spectrum of Public Participation



Increasing Level of Public Impact

Public participation goal

Inform

To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions

Consult

To obtain public feedback on analysis, alternatives and/or decisions

Involve

To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.

Collaborate

To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.

Empower

To place final decision-making in the hands of the public.

Types of community engagement

- Website
- Social media
- Print Newsletter
- E-newsletter
- Social media
- Open house
- Surveys – formal/informal
- Public comment/
- Public meetings
- Civic assemblies
- Questions on the street
- Exhibit at events
- Emails and phone calls
- Outreach to community groups
- Simple summaries
- Budget games

Budget Topics – Budgeting Basics from AWC

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- Communications – Budget is a communication and policy tool
- Community Engagement
- **Accountability**

Everyone (should) care about your budget

- Elected officials
- Community members
- Voters, taxpayers, business groups
- Community groups
- Specific interest groups
- Staff
- State Auditor

“The mission of the budget process is to **help decision makers make informed choices** about the provision of services and capital assets and to **promote stakeholder participation** in the process.”

- National Advisory Council on State and Local Budgeting

*"Rather than being viewed as a cumbersome, time-consuming process, the **budget should focus on being a statement of priorities... and a strategic planning tool.**"*

- National League of Cities

"The budget process should ensure that today's choices do not compromise the ability of future generations to provide good public services to the community."

- Government Finance Officers Association

BLANKET VOUCHER APPROVAL
2026

Payroll Direct Deposits	5/10/2026	\$459,857.72
Electronic Funds Transfers	ACH	\$496,508.91
Claims	65956-66041	\$607,763.99
Void Checks	65214	(\$142.87)
Total Vouchers Approved:		\$1,563,987.75

This 12th day of May 2026

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, or 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.

Interim Finance Director/Auditing Officer, Matthew Heist

Mayor Pro Tem, Anji Jorstad

May 12, 2026



City expenditures by type for this voucher packet		
Personnel Costs	\$459,858	29%
Payroll Federal Taxes	\$168,139	11%
Quarterly L&I	\$171,063	11%
Family Medical Leave	\$43,587	3%
Retirement Benefits - Employer	\$77,987	5%
Other Employer Paid Benefits	\$757	0%
Employee Paid Benefits	\$22,739	1%
Supplies	\$48,267	3%
Professional Services	\$196,168	13%
Refunds	\$16,672	1%
Capital *	\$23,664	2%
Debt Payments	\$335,229	21%
Void Checks	-\$143	0%
Total	\$1,563,988	100%

Large Purchases *

* Main St RAB \$19,210

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 03/20/2026 - 04/09/2026

Total for Period
\$1,104,272.90

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
911 Supply Inc	INV-2-60404	001 008 521 20 31 06	LE - Uniform Clothing	Jacket/Shirt - Hingtgen	65958	\$212.09
911 Supply Inc	INV-2-60520	001 008 521 20 31 06	LE - Uniform Clothing	Pants - Hingtgen	65958	\$243.39
911 Supply Inc	INV-2-60576	001 008 521 20 31 06	LE - Uniform Clothing	Embroider Logo on Shirts - Heinemann	65958	\$80.52
911 Supply Inc	INV-2-60577	001 008 521 20 31 06	LE - Uniform Clothing	Shirt - Barnes	65958	\$214.09
911 Supply Inc	INV-2-60703	001 008 521 20 31 06	LE - Uniform Clothing	Base Shirt - Barnes	65958	\$114.65
911 Supply Inc	INV-2-60712	001 008 521 20 31 06	LE - Uniform Clothing	Medals/Service Award Bars	65958	\$2,375.31
					65958 Total	\$3,240.05
AACRA Backflow Testing and Repair Inc	17745	001 008 521 20 41 01	LE-Professional Serv-Fixed	Annual Backflow Test	65959	\$210.00
AACRA Backflow Testing and Repair Inc	17745	001 012 575 50 48 00	CS- The Mill - R & M	Annual Backflow Test	65959	\$140.00
AACRA Backflow Testing and Repair Inc	17745	001 012 575 51 40 00	CS-Grimm House - Services	Annual Backflow Test	65959	\$70.00
AACRA Backflow Testing and Repair Inc	17745	001 013 518 20 41 00	GG-Professional Service	Annual Backflow Test	65959	\$350.00
AACRA Backflow Testing and Repair Inc	17745	005 000 518 20 40 02	Rental Property Services	Annual Backflow Test	65959	\$140.00
AACRA Backflow Testing and Repair Inc	17745	101 016 542 30 41 02	ST-Professional Service	Annual Backflow Test	65959	\$35.00
AACRA Backflow Testing and Repair Inc	17745	410 016 531 10 41 01	SW - Professional Services	Annual Backflow Test	65959	\$35.00
					65959 Total	\$980.00
Ace Hardware	82198	101 016 544 90 31 02	ST-Operating Cost	Landscape Fabric	65960	\$22.94
					65960 Total	\$22.94
Alexander Printing Co Inc	102022	001 004 514 23 31 00	FI- Operating Supplies	Window Envelops (2500)	65961	\$463.63
					65961 Total	\$463.63
Amazon Capital Services	11JF-V3FT-CMKH	001 010 576 80 31 00	PK-Operating Supplies	Cleaning Cloths/Microwave Oven for Lundeen	65962	\$138.00
Amazon Capital Services	1347-VV39-LF9X	001 008 521 20 31 06	LE - Uniform Clothing	Safariland Quick-Kit 19 Locking Form 22 RCVR	65962	\$45.47
Amazon Capital Services	13YR-6NXY-FKFQ	001 008 521 20 31 00	LE-Office Supplies	Printer Ink	65962	\$109.18
Amazon Capital Services	161C-DTJ3-NF3M	001 013 518 10 30 00	LEAN Training - Supplies	Photo Frames	65962	\$37.14
Amazon Capital Services	161X-7Q6P-XV1D	001 010 576 80 31 00	PK-Operating Supplies	Light Bulbs Refund	65962	(\$34.46)
Amazon Capital Services	16DX-9N6V-HTGW	001 013 518 20 31 00	GG-Operating Costs	Post It Notes/Copy Paper/Highlighters - CH Supplies	65962	\$149.89
Amazon Capital Services	19RD-H1PR-KW7R	001 006 518 80 31 00	IT- Operating Supplies	iPhone Case	65962	\$26.36
Amazon Capital Services	1CMR-3HVV-H4MN	001 006 518 80 31 00	IT- Operating Supplies	Laptop Stand for Desk	65962	\$8.73
Amazon Capital Services	1JL7-KWXT-J3LM	001 010 576 80 31 05	PK-R&M Supplies	Copper to PVC Adapter for Davies Water Leak Repair	65962	\$54.08
Amazon Capital Services	1JL7-KWXT-J3LM	001 010 576 80 31 00	PK-Operating Supplies	Staple Remover	65962	\$7.63
Amazon Capital Services	1JN9-R4KF-7WJX	001 002 513 11 31 00	AD- Operating Supplies	Electronic Deluxe Digital Security Safe Box	65962	\$29.51
Amazon Capital Services	1JN9-R4KF-7WJX	001 003 514 20 31 00	CC- Operating Supplies	Electronic Deluxe Digital Security Safe Box	65962	\$29.51
Amazon Capital Services	1JPQ-JDMY-DJK1	001 010 576 80 31 00	PK-Operating Supplies	Mini Fridge for Lundeen Storage Room	65962	\$174.87
Amazon Capital Services	1JVK-VJP7-GCGW	001 010 576 80 31 00	PK-Operating Supplies	Toilet Paper	65962	\$549.00
Amazon Capital Services	1KFK-X7P4-LDQY	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Pants	65962	\$101.76
Amazon Capital Services	1KFK-X7P4-LDQY	001 008 521 20 31 00	LE-Office Supplies	Zip Ties	65962	\$12.75
Amazon Capital Services	1MKX-N6KL-LM4M	410 016 531 10 35 00	SW - Small Tools	Cutter for Log Furniture	65962	\$170.96
Amazon Capital Services	1MKX-N6KL-LM4M	306 013 594 18 60 00	FC - Municipal Campus GG	Heavy Duty Tree Puller	65962	\$295.10
Amazon Capital Services	1QJ3-3MKR-3GM9	001 010 576 80 31 05	PK-R&M Supplies	Davies Deduct Meter Repair Adapter	65962	\$114.36
Amazon Capital Services	1RCJ-QFLX-CJC1	001 008 521 20 31 00	LE-Office Supplies	Batteries	65962	\$70.99
Amazon Capital Services	1RKD-N6TN-H7DP	001 013 518 20 31 00	GG-Operating Costs	Retractable Badge Reels	65962	\$34.97
Amazon Capital Services	1XJN-W6L3-9YDK	001 005 517 60 31 00	HR-Safety Program Supplies	Lunch Bags	65962	\$35.19
Amazon Capital Services	1Y6G-JP6D-3L4K	001 013 518 20 31 00	GG-Operating Costs	No Parking Sign/Copy Paper - CH Supplies	65962	\$88.29
					65962 Total	\$2,249.28
Arrow Construction Supply LLC	S28133	101 016 544 90 31 02	ST-Operating Cost	Cold Air Lance High Output	65963	\$1,311.60
					65963 Total	\$1,311.60

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Astound	103946401-0012189	001 010 576 80 42 00	PK-Communication	Fiber Leases	65964	\$634.41
Astound	103946401-0012189	001 002 513 11 42 00	AD-Communications	Wave Internet/Telecom Services	65964	\$134.23
Astound	103946401-0012189	001 003 514 20 42 00	CC-Communications	Wave Internet/Telecom Services	65964	\$268.47
Astound	103946401-0012189	001 004 514 23 42 00	FI-Communications	Wave Internet/Telecom Services	65964	\$268.47
Astound	103946401-0012189	001 005 518 10 42 00	HR-Communications	Wave Internet/Telecom Services	65964	\$134.23
Astound	103946401-0012189	001 006 518 80 42 00	IT-Communications	Wave Internet/Telecom Services	65964	\$402.71
Astound	103946401-0012189	001 007 558 50 42 00	PL-Communication	Wave Internet/Telecom Services	65964	\$873.00
Astound	103946401-0012189	001 007 559 30 42 00	PB-Communication	Wave Internet/Telecom Services	65964	\$134.24
Astound	103946401-0012189	001 008 521 20 42 00	LE-Communication	Wave Internet/Telecom Services	65964	\$4,565.88
Astound	103946401-0012189	001 012 575 30 42 00	CS- Museum - Communications	Wave Internet/Telecom Services	65964	\$134.24
Astound	103946401-0012189	001 012 575 50 42 00	CS- The Mill- Communication	Wave Internet/Telecom Services	65964	\$134.24
Astound	103946401-0012189	001 013 518 20 42 00	GG-Communication	Wave Internet/Telecom Services	65964	\$536.95
Astound	103946401-0012189	101 016 543 30 42 00	ST-Communications	Wave Internet/Telecom Services	65964	\$772.55
Astound	103946401-0012189	410 016 531 10 42 00	SW - Communications	Wave Internet/Telecom Services	65964	\$772.55
					65964 Total	\$9,766.17
AT&T Mobility LLC	287351657998X04272026	001 008 521 20 42 00	LE-Communication	Wireless Cell Service	65965	\$1,749.71
AT&T Mobility LLC	287351658267X04272026	101 016 543 30 42 00	ST-Communications	Wireless Cell Service	65965	\$679.60
AT&T Mobility LLC	287351658267X04272026	410 016 531 10 42 00	SW - Communications	Wireless Cell Service	65965	\$679.60
AT&T Mobility LLC	287354121770X04272026	001 001 511 60 42 00	Legislative - Communication	Wireless Cell Service	65965	\$277.06
AT&T Mobility LLC	287354121770X04272026	001 001 513 10 42 00	Executive - Communication	Wireless Cell Service	65965	\$31.49
AT&T Mobility LLC	287354121770X04272026	001 002 513 11 42 00	AD-Communications	Wireless Cell Service	65965	\$39.58
AT&T Mobility LLC	287354121770X04272026	001 003 514 20 42 00	CC-Communications	Wireless Cell Service	65965	\$158.32
AT&T Mobility LLC	287354122304X04272026	001 004 514 23 42 00	FI-Communications	Wireless Cell Service	65965	\$158.32
AT&T Mobility LLC	287354123039X04272026	001 005 518 10 42 00	HR-Communications	Wireless Cell Service	65965	\$192.08
AT&T Mobility LLC	287354123762X04272026	001 006 518 80 42 00	IT-Communications	Wireless Cell Service	65965	\$237.48
AT&T Mobility LLC	287354124740X04272026	001 007 558 50 42 00	PL-Communication	Wireless Cell Service	65965	\$237.48
AT&T Mobility LLC	287354124740X04272026	001 007 559 30 42 00	PB-Communication	Wireless Cell Service	65965	\$237.48
AT&T Mobility LLC	287354125324X04272026	001 010 576 80 42 00	PK-Communication	Wireless Cell Service	65965	\$615.19
					65965 Total	\$5,293.39
AT&T Mobility-CC	WFY032026	001 008 521 20 42 00	LE-Communication	Wireless Devices Plans	65966	\$1,649.75
AT&T Mobility-CC	WQI032026	001 007 559 30 42 00	PB-Communication	Wireless Devices Plans	65966	\$132.68
AT&T Mobility-CC	WQI032026	001 010 576 80 42 00	PK-Communication	Wireless Devices Plans	65966	\$32.03
AT&T Mobility-CC	WQI032026	101 016 543 30 42 00	ST-Communications	Wireless Devices Plans	65966	\$146.42
AT&T Mobility-CC	WQI032026	410 016 531 10 42 00	SW - Communications	Wireless Devices Plans	65966	\$146.41
					65966 Total	\$2,107.29
Bickford Motors Inc	1311762	410 016 531 10 31 02	SW - Operating Costs	Steering Sensor PW56	65967	\$282.72
					65967 Total	\$282.72
Bridge Coordination Services	2026-LS2	001 008 521 20 41 01	LE-Professional Serv-Fixed	DV Coordinator Service Hours 02-2026	65968	\$4,857.75
Bridge Coordination Services	2026-LS4	001 008 521 20 41 01	LE-Professional Serv-Fixed	DV Coordinator Service Hours 04-2026	65968	\$4,413.25
					65968 Total	\$9,271.00
Canon Financial Services Inc	42990201	001 010 576 80 48 00	PK-Repair & Maintenance	QNN08471 Copier Lease PW Upstairs	65969	\$11.42
Canon Financial Services Inc	42990201	101 016 542 30 48 00	ST-Repair & Maintenance	QNN08471 Copier Lease PW Upstairs	65969	\$11.41
Canon Financial Services Inc	42990201	410 016 531 10 48 00	SW - Repairs & Maintenance	QNN08471 Copier Lease PW Upstairs	65969	\$11.41
					65969 Total	\$34.24
CDW Government Inc	AJ1XA6P	510 006 518 80 49 51	Sft Lcns & Maint - Infra Srvs	Azure Overages 03-2026	65970	\$364.19
					65970 Total	\$364.19
City of Arlington	042026 EVOC	001 008 521 40 49 01	LE- Staff Development	2026 EVOC Admin Fee	65971	\$109.30
City of Arlington	042026 EVOC	001 008 521 40 49 01	LE- Staff Development	EVOC 01/20	65971	\$194.71
					65971 Total	\$304.01

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Comcast	04-2026 COMCAST	001 010 576 80 42 00	PK-Communication	Comcast Internet/Telecom Services Davies	65972	\$401.71
Comcast	04-2026 COMCAST	001 010 576 80 42 00	PK-Communication	Comcast Internet/Telecom Services Frontier Park	65972	\$401.71
Comcast	04-2026 COMCAST	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	65972	\$329.98
					65972 Total	\$1,133.40
Consolidated Supply Co	S012903257.001	001 010 576 80 31 05	PK-R&M Supplies	Pressure Guage for Davies Leak Detection	65973	\$967.89
					65973 Total	\$967.89
CPC Materials Inc	97162778	001 010 576 80 31 00	PK-Operating Supplies	North Cove Top Dressing	65974	\$1,426.70
					65974 Total	\$1,426.70
Criminal Justice Training Commission	201142806	001 008 521 40 49 01	LE- Staff Development	Law Enforcement Records - Morgan	65975	\$248.74
Criminal Justice Training Commission	201142851	001 008 521 40 49 01	LE- Staff Development	Collison Investigation - Everest/Fenton/Hogan	65975	\$2,133.30
					65975 Total	\$2,382.04
DataQuest LLC	27294	001 007 558 50 41 00	PL-Professional Servic	Background Checks	65976	\$89.08
DataQuest LLC	27294	001 010 576 80 41 00	PK-Professional Services	Background Checks	65976	\$89.08
DataQuest LLC	27294	101 016 542 30 41 02	ST-Professional Service	Background Checks	65976	\$44.54
DataQuest LLC	27294	410 016 531 10 41 01	SW - Professional Services	Background Checks	65976	\$44.54
					65976 Total	\$267.24
Department of Commerce	PWTFNT-458621	412 016 592 31 80 02	2025 PWTF Loan Interest	PWB Loan Interest	65977	\$461.38
					65977 Total	\$461.38
Dept of Labor and Industries	Q1 2026 L&I	001 000 281 00 00 00	Payroll Liability Taxes	Q1 2026 Workers Comp Insurance	EFT	\$171,063.16
Dept of Labor and Industries	Q1 2026 L&I	001 008 521 20 24 00	LE-Workers Comp	Q1 2026 Workers Comp Insurance	EFT	\$3.22
Dept of Labor and Industries	Q1 2026 L&I	001 010 576 80 24 00	PK-Workers Comp	Q1 2026 Workers Comp Insurance	EFT	\$160.90
Dept of Labor and Industries	Q1 2026 L&I	101 016 542 30 24 00	ST-Workers Comp	Q1 2026 Workers Comp Insurance	EFT	\$21.07
Dept of Labor and Industries	Q1 2026 L&I	410 016 531 10 24 00	SW-Workers Comp	Q1 2026 Workers Comp Insurance	EFT	\$28.05
Dept of Labor and Industries	Q1 2026 L&I	001 013 518 30 24 00	GG-Workers Comp	Q1 2026 Workers Comp Insurance - rounding	EFT	(\$1.15)
					EFT Total	\$171,275.25
Dept of Licensing	042526 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 04/19/26 - 04/25/26	65978	\$99.00
Dept of Licensing	050226 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 04/26/26 - 05/02/26	65978	\$207.00
					65978 Total	\$306.00
Dept of Retirement (Deferred Comp)	4252026	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferred	EFT	\$9,189.90
					EFT Total	\$9,189.90
Dept of Retirement PERS LEOFF	4252026	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	EFT	\$77,793.20
Dept of Retirement PERS LEOFF	4252026	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State	EFT	\$193.45
					EFT Total	\$77,986.65
Dicks Towing Inc	18328947	001 010 576 80 41 00	PK-Professional Services	Towing Services PW22	65979	\$392.17
Dicks Towing Inc	18329327	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2026-08620	65979	\$197.16
					65979 Total	\$589.33
Edwards	050326 EDWARDS	001 001 511 60 49 01	Legislative - Prof. Developmen	DC Fly In Meal PerDiem - Edwards	65980	\$327.00
					65980 Total	\$327.00
EFTPS	4252026	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	EFT	\$168,139.47
					EFT Total	\$168,139.47
Electronic Business Machines	AR330771	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	65981	\$72.06
Electronic Business Machines	AR330771	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	65981	\$72.06
Electronic Business Machines	AR330771	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - 2YJ14491	65981	\$72.06
					65981 Total	\$216.18
Employment Security Department EFT	Q1 2026 PMFL	001 000 284 00 00 00	Payroll Liability Other	Q1 2026 PFML	EFT	\$43,586.63
Employment Security Department EFT	Q1 2026 PMFL	001 013 518 30 20 00	GG-Benefits	Q1 2026 PFML - rounding	EFT	(\$0.10)
					EFT Total	\$43,586.53

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Employment Security Department EFT	Q1 2026 WA Care	001 000 284 00 00 00	Payroll Liability Other	Q1 2026 WA Cares	EFT	\$14,543.82
Employment Security Department EFT	Q1 2026 WA Care	001 013 518 30 20 00	GG-Benefits	Q1 2026 WA Cares - rounding	EFT	(\$0.02)
					EFT Total	\$14,543.80
Fastenal Company	MN0191020089	001 010 576 80 41 00	PK-Professional Services	FAST Program Fees 04-2026	65982	\$3.64
Fastenal Company	MN0191020089	101 016 542 30 41 02	ST-Professional Service	FAST Program Fees 04-2026	65982	\$3.65
Fastenal Company	MN0191020089	410 016 531 10 41 01	SW - Professional Services	FAST Program Fees 04-2026	65982	\$3.64
Fastenal Company	WAARB180849	101 016 544 90 31 02	ST-Operating Cost	BLades/Coveralls/Gloves/Batteries Refund	65982	(\$568.84)
Fastenal Company	WAARB180849	410 016 531 10 31 02	SW - Operating Costs	BLades/Coveralls/Gloves/Batteries Refund	65982	(\$568.84)
Fastenal Company	WAARN180957	101 016 544 90 31 02	ST-Operating Cost	Graffiti Remover Refund	65982	(\$5.42)
Fastenal Company	WAARN180957	410 016 531 10 31 02	SW - Operating Costs	Graffiti Remover Refund	65982	(\$5.41)
Fastenal Company	WAARN181779	101 016 544 90 31 02	ST-Operating Cost	Gloves/Blades/Scrub Wipes/Safety Glasses/QwikStiks	65982	\$123.82
Fastenal Company	WAARN181779	410 016 531 10 31 02	SW - Operating Costs	Gloves/Blades/Scrub Wipes/Safety Glasses/QwikStiks	65982	\$123.82
Fastenal Company	WAARN181950	101 016 544 90 31 02	ST-Operating Cost	Gloves/Safety Glasses/QwikStiks/Batteries/EarPlugs	65982	\$127.74
Fastenal Company	WAARN181950	410 016 531 10 31 02	SW - Operating Costs	Gloves/Safety Glasses/QwikStiks/Batteries/EarPlugs	65982	\$127.75
Fastenal Company	WAARN182028	101 016 544 90 31 02	ST-Operating Cost	Gloves/Graffiti Remover/QwikStiks/Safety Glasses	65982	\$54.03
Fastenal Company	WAARN182028	410 016 531 10 31 02	SW - Operating Costs	Gloves/Graffiti Remover/QwikStiks/Safety Glasses	65982	\$54.02
Fastenal Company	WAARN182167	101 016 544 90 31 02	ST-Operating Cost	Batteries	65982	\$4.31
Fastenal Company	WAARN182167	410 016 531 10 31 02	SW - Operating Costs	Batteries	65982	\$4.32
Fastenal Company	WAARN182314	101 016 544 90 31 02	ST-Operating Cost	Gloves/Safety Glasses/Blades/QwikStiks/Trimmer Line/Misc	65982	\$524.17
Fastenal Company	WAARN182314	410 016 531 10 31 02	SW - Operating Costs	Gloves/Safety Glasses/Blades/QwikStiks/Trimmer Line/Misc	65982	\$524.16
					65982 Total	\$530.56
Feldman & Lee PS	04-2026 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 04-2026	65983	\$28,500.00
Feldman & Lee PS	2026 LKS-SSP-04	633 000 589 30 00 12	OPD Grant Exp - Arlington	Arlington Social Services OPD Program 04-2026	65983	\$1,000.00
Feldman & Lee PS	2026 LKS-SSP-04	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Service OPD Program 04-2026	65983	\$667.00
Feldman & Lee PS	2026 LKS-SSP-04	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Service Program 04-2026	65983	\$460.00
					65983 Total	\$30,627.00
Frederick	042126 LAUREN	001 005 517 60 31 00	HR-Safety Program Supplies	Burnout Survey Rewards Buckets Reimb - Frederick	65984	\$4.93
Frederick	042126 LAUREN	001 005 517 60 31 00	HR-Safety Program Supplies	Supplies for CPR Class Reimb - Frederick	65984	\$15.38
Frederick	042276 LAUREN	001 005 517 60 31 00	HR-Safety Program Supplies	Snacks for CPR Class Reimb - Frederick	65984	\$107.56
					65984 Total	\$127.87
Galls LLC	34900643	001 008 521 20 31 06	LE - Uniform Clothing	Equipment Belt	65985	\$66.45
Galls LLC	34900647	001 008 521 20 31 06	LE - Uniform Clothing	QLS Locking Fork Receivers	65985	\$36.72
					65985 Total	\$103.17
GCP WW Holdco LLC	INV2010030502	101 016 542 90 31 01	ST-Clothing	Boots - McNabb	65986	\$262.12
					65986 Total	\$262.12
Gilmore	104761534	001 000 382 10 00 01	The Mill - Deposit	104761534 Elleriza Gilmore Mill Deposit Refund	65987	\$500.00
Gilmore	104761534	001 010 362 00 00 05	Mill Additional Fees	104761534 Elleriza Gilmore Mill Rental Fees	65987	(\$250.00)
Gilmore	104761534	001 000 362 00 00 05	The Mill - Rental	104761534 Elleriza Gilmore Mill Rental Refund	65987	\$1,800.00
Gilmore	104762064	001 010 362 00 00 05	Mill Additional Fees	104762064 Elleriza Gilmore Outdoor Plaza Fee	65987	(\$25.00)
Gilmore	104762064	001 000 362 00 00 05	The Mill - Rental	104762064 Elleriza Gilmore Outdoor Plaza Refund	65987	\$100.00
					65987 Total	\$2,125.00
Granite Construction Supply	110564	302 010 594 76 61 00	PM - Frontier Heights Capital	Fencing	65988	\$651.54
					65988 Total	\$651.54
Griffen Law Office Inc	1149	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	65989	\$112.50
Griffen Law Office Inc	1151	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	65989	\$450.00
					65989 Total	\$562.50
Guardian Alliance Technologies Inc	34115	001 008 521 20 41 00	LE-Professional Services	Guardian Platform Software	65990	\$250.00
					65990 Total	\$250.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Hathaway	39564	001 002 513 11 31 00	AD- Operating Supplies	Signature Stamp - Brazel	65991	\$38.18
Hathaway	39564	001 003 514 20 31 00	CC- Operating Supplies	Signature Stamp - Chelin	65991	\$38.17
					65991 Total	\$76.35
Honey Bucket	555497582	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Cavalero Dog Park Credit	65992	(\$247.03)
Honey Bucket	555497583	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Cavalero Skate Park Credit	65992	(\$247.03)
Honey Bucket	555505847	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - West Lake Park	65992	\$305.25
Honey Bucket	555511007	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Lundeen Temp	65992	\$393.25
					65992 Total	\$204.44
Horizon Distributors Inc	2M170621	001 010 576 80 31 05	PK-R&M Supplies	Davies Deduct Meter Supplies	65993	\$111.25
Horizon Distributors Inc	2M170673	001 010 576 80 31 05	PK-R&M Supplies	Davies Deduct Meter Supplies	65993	\$51.30
Horizon Distributors Inc	2M170914	001 010 576 80 31 05	PK-R&M Supplies	Lundeen Waterline Repair Parts	65993	\$41.76
Horizon Distributors Inc	2M170928	001 010 576 80 31 05	PK-R&M Supplies	Lundeen Waterline Repair Parts	65993	\$6.48
Horizon Distributors Inc	2M170950	001 010 576 80 31 05	PK-R&M Supplies	Davies Waterline Repair Parts	65993	\$308.07
					65993 Total	\$518.86
HSA Bank	4252026	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	65956	\$325.00
					65956 Total	\$325.00
ICMA Membership Renewals	1128759 (2026)	001 007 558 50 49 01	PL-Staff Development	ICMA Membership Renewal - Wright	65994	\$200.00
					65994 Total	\$200.00
Jamie S Kim PS Inc	03-2026 DEFENSE	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Public Defender Services 03-2026	65995	\$390.00
Jamie S Kim PS Inc	04-2026 DEFENSE	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 04-2026	65995	\$450.00
					65995 Total	\$840.00
JTK Engineering Inc	25-0006-JTK-INV-4	001 013 518 20 41 00	GG-Professional Service	Everegreen Office Building HVAC Design	65996	\$3,000.00
					65996 Total	\$3,000.00
Kimley Horn and Associates Inc	34858230	301 016 595 30 60 05	TZ1 - Main Street	Main St RAB	65997	\$17,074.14
Kimley Horn and Associates Inc	35158671	301 016 595 30 60 05	TZ1 - Main Street	Main St RAB	65997	\$2,135.78
					65997 Total	\$19,209.92
Lake Stevens Chamber of Commerce	05-2026 CHAMBER	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC 05-2026	65998	\$1,500.00
					65998 Total	\$1,500.00
Lake Stevens Police Guild	4252026	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	65957	\$1,982.31
					65957 Total	\$1,982.31
Lakeside Industries Inc	356998	101 016 542 70 31 00	ST-Roadside - Supply	Pot Hole Mix	65999	\$821.01
					65999 Total	\$821.01
Language Line Services Inc	11907156	001 008 521 20 41 01	LE-Professional Serv-Fixed	Over the Phone Interpretation Services PD	66000	\$73.75
					66000 Total	\$73.75
Lemay Mobile Shredding Inc	4930711S185	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	66001	\$49.90
					66001 Total	\$49.90
Lifeline Training Ltd	26-842072	001 008 521 40 49 01	LE- Staff Development	Implicit Bias Training	66002	\$440.00
Lifeline Training Ltd	26-842072	001 008 521 40 49 01	LE- Staff Development	Interview & Interrogation Training	66002	\$440.00
Lifeline Training Ltd	26-842072	001 008 521 40 49 01	LE- Staff Development	Legally Justified Training	66002	\$440.00
					66002 Total	\$1,320.00
Ludden	042326 LUDDEN	001 007 558 50 49 01	PL-Staff Development	PAW Conf Meal PerDiem - Ludden	66003	\$51.00
Ludden	042326 LUDDEN	001 007 558 50 49 01	PL-Staff Development	PAW Conf Mileage PerDiem - Ludden	66003	\$223.30
					66003 Total	\$274.30
Mainvue WA LLC	LUA2025-0181	510 000 341 81 00 00	Technology Fee	LUA2025-0181 Partial Technology Fee Refund	66004	\$3.52
					66004 Total	\$3.52
MissionSquare - 108991	6735256	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	EFT	\$545.23
					EFT Total	\$545.23
MissionSquare - 307428	6949841	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	EFT	\$1,752.77
					EFT Total	\$1,752.77

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Nationwide Retirement Solution	4252026	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	EFT	\$8,434.85
					EFT Total	\$8,434.85
Needham	042326 NEEDHAM	001 007 558 50 49 01	PL-Staff Development	PAW Conf Meal PerDiem - Needham	66005	\$51.00
					66005 Total	\$51.00
Northwest Playground Equipment Inc	202	001 010 576 80 49 01	PK-Staff Development	NRPA Maint Course - Suver	66006	\$125.00
					66006 Total	\$125.00
Office of the State Treasurer	04-2026 STATE	633 000 589 30 00 03	State Building Permit Remit	Building Code Remittance 04-2026	66007	\$177.00
Office of the State Treasurer	04-2026 STATE	633 000 586 00 00 01	State Court Remit	State Court Remittance 04-2026	66007	\$12,882.89
					66007 Total	\$13,059.89
Pace Systems Inc	IN00076568	510 006 518 80 49 51	Sft Lcns & Maint - Infra Srvs	Pace Scheduler	66008	\$4,233.78
					66008 Total	\$4,233.78
Pape Machinery Inc	9480594	001 010 576 80 31 00	PK-Operating Supplies	Forklift Parts	66009	\$323.26
Pape Machinery Inc	9480594	101 016 544 90 31 02	ST-Operating Cost	Forklift Parts	66009	\$323.26
Pape Machinery Inc	9480594	410 016 531 10 31 02	SW - Operating Costs	Forklift Parts	66009	\$323.26
Pape Machinery Inc	16796991	101 016 544 90 31 02	ST-Operating Cost	Mower Parts PW50	66009	\$1,558.88
Pape Machinery Inc	16796991	410 016 531 10 31 02	SW - Operating Costs	Mower Parts PW50	66009	\$1,558.87
					66009 Total	\$4,087.53
Petrocard Inc	0584772-IN	001 007 558 50 32 00	PL-Fuel & Tolls	Fuel	66010	\$122.61
Petrocard Inc	0584772-IN	001 007 559 30 32 00	PB-Fuel	Fuel	66010	\$385.01
Petrocard Inc	0584772-IN	001 008 521 20 32 00	LE-Fuel	Fuel	66010	\$69.16
Petrocard Inc	0584772-IN	001 010 576 80 32 00	PK-Fuel Costs	Fuel	66010	\$2,565.16
Petrocard Inc	0584772-IN	101 016 542 30 32 00	ST-Fuel	Fuel	66010	\$2,400.91
Petrocard Inc	0584772-IN	410 016 531 10 32 00	SW - Fuel	Fuel	66010	\$8,126.56
					66010 Total	\$13,669.41
Pitney Bowes Bank Inc	04-2026 POSTAGE	001 007 558 50 42 00	PL-Communication	Postage	66011	\$63.21
Pitney Bowes Bank Inc	04-2026 POSTAGE	001 010 576 80 42 00	PK-Communication	Postage	66011	\$6.49
Pitney Bowes Bank Inc	04-2026 POSTAGE	001 013 518 20 42 00	GG-Communication	Postage	66011	\$161.44
Pitney Bowes Bank Inc	04-2026 POSTAGE	101 016 543 30 42 00	ST-Communications	Postage	66011	\$9.77
Pitney Bowes Bank Inc	04-2026 POSTAGE	410 016 531 10 42 00	SW - Communications	Postage	66011	\$9.77
					66011 Total	\$250.68
Precision Garage Door	362906308	410 016 531 10 48 00	SW - Repairs & Maintenance	Replace Damaged Hinge on PW Shop Door	66012	\$449.80
					66012 Total	\$449.80
Public Safety Testing Inc	PST26-369	001 008 521 20 41 00	LE-Professional Services	PST Candidate Agency Test Site Q1 2026	66013	\$924.00
Public Safety Testing Inc	PST26-369	001 008 521 20 41 00	LE-Professional Services	PST Candidate Agency Virtual Test Site Q1 2026	66013	\$443.76
					66013 Total	\$1,367.76
Pye-Barker Fire & Safety LLC	8200908	001 008 521 20 41 01	LE-Professional Serv-Fixed	Security Monitoring Svcs 1825 S Lake 05-2026	66014	\$1,482.73
Pye-Barker Fire & Safety LLC	8200909	001 008 521 20 41 01	LE-Professional Serv-Fixed	Security Monitoring Svcs 10518 18th St 05-2026	66014	\$120.01
					66014 Total	\$1,602.74
Septic Solutions LLC	13951	001 010 576 80 41 00	PK-Professional Services	Septic Tank Pumping - PW Shop	66015	\$251.39
Septic Solutions LLC	13951	101 016 542 30 41 02	ST-Professional Service	Septic Tank Pumping - PW Shop	66015	\$251.39
Septic Solutions LLC	13951	410 016 531 10 41 01	SW - Professional Services	Septic Tank Pumping - PW Shop	66015	\$251.39
Septic Solutions LLC	16020	001 012 569 00 48 00	CS- Senior Services R&M	Septic Tank Pumping - Senior Center	66015	\$2,595.88
					66015 Total	\$3,350.05
Sherwin-Williams Co	5.92622E+13	001 010 576 80 31 05	PK-R&M Supplies	Paint for Lundeen Concessions & Bathroom	66016	\$92.69
					66016 Total	\$92.69
Six Robblees Inc	14P59542	001 013 518 20 31 00	GG-Operating Costs	Ball & Pintle Hitch PW80	66017	\$261.87
					66017 Total	\$261.87

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish Co-Op Inc	328165	306 013 594 18 60 00	FC - Municipal Campus GG	Blunt Posts/Drowel Line Rail	66018	\$833.41
Snohomish Co-Op Inc	328440	306 013 594 18 60 00	FC - Municipal Campus GG	Drowel Line Rail	66018	\$371.40
					66018 Total	\$1,204.81
Snohomish County 911	9330	001 008 528 00 41 00	LE-SNO911	Dispatch Services 05-2026	66019	\$34,457.15
					66019 Total	\$34,457.15
Snohomish County PUD	109911142	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	66020	\$146.02
Snohomish County PUD	109911142	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	66020	\$97.33
Snohomish County PUD	113200238	001 010 576 80 47 00	PK-Utilities	202340527 Old Decant 12701 36th St NE	66020	\$18.84
Snohomish County PUD	113200238	101 016 543 50 47 00	ST-Utilities	202340527 Old Decant 12701 36th St NE	66020	\$18.84
Snohomish County PUD	113200238	410 016 531 10 47 00	SW - Utilities	202340527 Old Decant 12701 36th St NE	66020	\$18.84
Snohomish County PUD	116500337	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	66020	\$211.01
Snohomish County PUD	116500337	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	66020	\$427.28
Snohomish County PUD	116500337	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	66020	\$69.02
Snohomish County PUD	116500337	001 012 557 30 40 01	CS- VIC Utilities	203582010 Visitor Information Center Electric	66020	\$142.97
Snohomish County PUD	119796231	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	66020	\$56.52
Snohomish County PUD	136326280	001 010 576 80 47 00	PK-Utilities	222947715 Decant Electric/Water 12703 31st PL NE	66020	\$118.89
Snohomish County PUD	136326280	101 016 543 50 47 00	ST-Utilities	222947715 Decant Electric/Water 12703 31st PL NE	66020	\$118.90
Snohomish County PUD	136326280	401 070 535 10 47 01	Sewer Dist Utilities	222947715 Decant Electric/Water 12703 31st PL NE	66020	\$356.70
Snohomish County PUD	136326280	410 016 531 10 47 00	SW - Utilities	222947715 Decant Electric/Water 12703 31st PL NE	66020	\$118.90
Snohomish County PUD	142883567	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	66020	\$76.51
Snohomish County PUD	146245689	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	66020	\$97.56
Snohomish County PUD	149551350	001 013 518 20 47 00	GG-Utilities	223034448 Old WWTP Area Lighting	66020	\$31.50
Snohomish County PUD	152868680	001 010 576 80 47 00	PK-Utilities	223973587 Sunset Park Electric	66020	\$58.77
Snohomish County PUD	165689984	001 010 576 80 47 00	PK-Utilities	223759374 Cedarwood Water	66020	\$76.51
					66020 Total	\$2,260.91
Snohomish County Sheriffs Office	I2026-9053	001 008 523 60 41 00	LE-Jail	Jail Services 03-2026	66021	\$26,290.38
Snohomish County Sheriffs Office	I2026-9069	001 008 523 60 41 00	LE-Jail	Jail Services Medical 03-2026	66021	\$436.20
					66021 Total	\$26,726.58
Snohomish County Treasurer	04-2026 TREASURER	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 04-2026	66022	\$181.29
					66022 Total	\$181.29
Sommerseth	1570	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Reissue Ck #65214 - Wash & Wax Box Van	66023	\$142.87
Sommerseth	1625	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Wash & Wax Box Van	66023	\$142.87
					66023 Total	\$285.74
Sound Publishing Inc	EDH1029442	001 013 518 30 41 01	GG-Advertising	Library Board Meeting Cancellation Notice	66024	\$22.48
Sound Publishing Inc	EDH1029516	001 007 558 50 41 04	Permit Related Professional Sr	LUA2025-0089 Dawson Rezone	66024	\$79.24
Sound Publishing Inc	EDH1029518	001 007 558 50 41 04	Permit Related Professional Sr	LUA2026-0006 Ripperger Rezone	66024	\$80.96
Sound Publishing Inc	EDH1029584	001 013 518 30 41 01	GG-Advertising	CC Special Meeting 04/21/26	66024	\$29.36
Sound Publishing Inc	EDH1029609	001 013 518 30 41 01	GG-Advertising	Ordinance 1216	66024	\$31.08
Sound Publishing Inc	EDH1029614	001 013 518 30 41 01	GG-Advertising	Ordinance 1215	66024	\$32.80
Sound Publishing Inc	EDH1029616	001 013 518 30 41 01	GG-Advertising	Ordinance 1214	66024	\$36.24
Sound Publishing Inc	EDH1029815	001 007 558 50 41 04	Permit Related Professional Sr	LUA2026-0048 White Preliminary Long PLAT	66024	\$117.08
Sound Publishing Inc	EDH1030194	001 007 558 50 41 04	Permit Related Professional Sr	LUA2026-0055 Admin Engineering Stormwater Variance	66024	\$93.00
					66024 Total	\$522.24
Springbrook Holding Company LLC	TM INV-011140	001 004 514 23 41 00	FI-Professional Service	Enterprise Connection for Cirrus Single Sign On	66025	\$62.50
Springbrook Holding Company LLC	TM INV-011140	001 004 514 23 41 00	FI-Professional Service	Enterprise Connection for Cirrus SSO INV #TM INV010924	66025	(\$11.63)
					66025 Total	\$50.87
Station Organic Cleaners	LSPD 027	001 008 521 20 41 01	LE-Professional Serv-Fixed	PD Uniform Cleaning Service	66026	\$341.56
					66026 Total	\$341.56

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Swank Motion Pictures Inc	BO 2760340	001 010 576 80 31 08	PK-Special Event Supplies	Licensing for Movies in the Park 2026	66027	\$1,400.00
					66027 Total	\$1,400.00
Teresa D Johnson CPA Inc	7911	001 004 514 23 41 00	FI-Professional Service	2025 Cash Basis Reporting Schedule 1 & 6	66028	\$5,244.36
Teresa D Johnson CPA Inc	7911	001 004 514 23 41 00	FI-Professional Service	2025 Compensated Absences Calculation	66028	\$2,931.80
					66028 Total	\$8,176.16
TransUnion Risk and Alternative Data Solutions Inc	4016011-202604-1	510 006 518 80 49 50	Sft Lcns & Maint - Clnt Srvs	TILO - Information Gathering Services	66029	\$109.30
					66029 Total	\$109.30
Trevor Justin Government Relations LLC	42	001 013 511 70 40 00	Lobbying Services	Lobbying Services 04-2026	66030	\$5,000.00
					66030 Total	\$5,000.00
Tri Tech Forensics Inc	111626 TRITECH	001 008 521 40 49 01	LE- Staff Development	Adv Crime Scene Investigations - Kolomyza	66031	\$699.00
Tri Tech Forensics Inc	111626 TRITECH	001 008 521 40 49 01	LE- Staff Development	Adv Crime Scene Investigations - Valvick	66031	\$699.00
					66031 Total	\$1,398.00
UPS	0000074Y42176	001 008 521 20 42 00	LE-Communication	Evidence Shipping	66032	\$31.05
UPS	0000074Y42186	001 008 521 20 42 00	LE-Communication	Evidence Shipping	66032	\$72.88
					66032 Total	\$103.93
US Bank St Paul	3206664	210 000 592 18 83 00	2008 Bond Interest Payment	LAKSGOREF08A Interest	66033	\$11,992.50
US Bank St Paul	3206808	215 000 592 95 80 00	2021A LTGO Interest Pmt	LAKSLTGO21A Interest	66033	\$110,800.00
US Bank St Paul	3206820	216 000 592 18 80 00	2024A LTGO Interest Payment	LAKSLTGO24 Interest	66033	\$211,975.00
					66033 Total	\$334,767.50
Viking Marine Constuction LLC	050626 VIKING	001 013 582 20 00 00	Refund of Retainage Deposits	2024 NC Floating Dock Retainage Release	66034	\$2,302.95
					66034 Total	\$2,302.95
Washington City/County Management Assoc	E1520	001 005 518 10 49 01	HR-Staff Development	NWWLA Womens Leadership Summit - Warrington	66035	\$220.60
					66035 Total	\$220.60
Washington State Support Registry	4252026	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	EFT	\$1,054.46
					EFT Total	\$1,054.46
WEX Bank	112111070	001 008 521 20 32 00	LE-Fuel	Fuel	66036	\$14,088.63
WEX Bank	112111070	001 013 518 20 31 00	GG-Operating Costs	Fuel Finance Fees	66036	\$2,568.04
WEX Bank	112111070	001 002 513 11 49 00	AD-Staff Development	Fuel Wow Conf PW97	66036	\$74.01
					66036 Total	\$16,730.68
Womack	050526 WOMACK	410 016 531 10 49 01	SW - Staff Development	CDL Renewal Reimb - Womack	66037	\$175.00
					66037 Total	\$175.00
WR Lake Stevens LLC	04-2026 PD	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Car Washes for PD Vehicles	66038	\$660.00
					66038 Total	\$660.00
Zachor Stock & Krepps Inc PS	26-LKS-0004	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services Rendered 04-2026	66039	\$17,235.21
					66039 Total	\$17,235.21
ZiPLY Fiber	05-2026 ZIPLY CH	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	66040	\$86.31
ZiPLY Fiber	05-2026 ZIPLY CH	001 002 513 11 42 00	AD-Communications	ZiPLY Internet/Telecom Services	66040	\$5.53
ZiPLY Fiber	05-2026 ZIPLY CH	001 003 514 20 42 00	CC-Communications	ZiPLY Internet/Telecom Services	66040	\$11.05
ZiPLY Fiber	05-2026 ZIPLY CH	001 004 514 23 42 00	FI-Communications	ZiPLY Internet/Telecom Services	66040	\$11.04
ZiPLY Fiber	05-2026 ZIPLY CH	001 005 518 10 42 00	HR-Communications	ZiPLY Internet/Telecom Services	66040	\$5.52
ZiPLY Fiber	05-2026 ZIPLY CH	001 006 518 80 42 00	IT-Communications	ZiPLY Internet/Telecom Services	66040	\$16.57
ZiPLY Fiber	05-2026 ZIPLY CH	001 007 558 50 42 00	PL-Communication	ZiPLY Internet/Telecom Services	66040	\$35.93
ZiPLY Fiber	05-2026 ZIPLY CH	001 007 559 30 42 00	PB-Communication	ZiPLY Internet/Telecom Services	66040	\$5.52
ZiPLY Fiber	05-2026 ZIPLY CH	001 008 521 20 42 00	LE-Communication	ZiPLY Internet/Telecom Services	66040	\$187.91
ZiPLY Fiber	05-2026 ZIPLY CH	001 012 575 30 42 00	CS- Museum - Communications	ZiPLY Internet/Telecom Services	66040	\$5.53
ZiPLY Fiber	05-2026 ZIPLY CH	001 012 575 50 42 00	CS- The Mill- Communication	ZiPLY Internet/Telecom Services	66040	\$5.53
ZiPLY Fiber	05-2026 ZIPLY CH	001 013 518 20 42 00	GG-Communication	ZiPLY Internet/Telecom Services	66040	\$22.10

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
ZiPLY Fiber	05-2026 ZIPLY CH	101 016 543 30 42 00	ST-Communications	ZiPLY Internet/Telecom Services	66040	\$31.80
ZiPLY Fiber	05-2026 ZIPLY CH	410 016 531 10 42 00	SW - Communications	ZiPLY Internet/Telecom Services	66040	\$31.79
ZiPLY Fiber	05-2026 ZIPLY CH	005 000 518 20 40 01	Rental Property Utilities	ZiPLY Internet/Telecom Services 10515 20th St	66040	\$68.12
ZiPLY Fiber	05-2026 ZIPLY CH	001 012 575 30 47 00	CS- Museum - Utilities	ZiPLY Internet/Telecom Services Museum	66040	\$108.27
ZiPLY Fiber	05-2026 ZIPLY PD	001 008 521 20 42 00	LE-Communication	Ethernet Internet Access 1825 S Lake Stevens Rd	66040	\$728.00
					66040 Total	\$1,366.52
Zoom Communications Inc	INV352756782	510 006 518 80 49 51	Sft Lcns & Maint - Infra Srvs	Zoom Overages 04-2026	66041	\$78.00
					66041 Total	\$78.00

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

April 21, 2026, 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 Pro Tem Jorstad

ELECTED OFFICIALS PRESENT: Councilmembers Anji Jorstad, Ryan Donoghue, Sabina Araya, Brian McManus, Tosha Edwards, Kymm Shipman and Nathan Packard

Call to Order

Mayor Pro Tem Jorstad called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Mayor Pro Tem Jorstad led the Pledge of Allegiance.

Roll Call

All Councilmembers were present.

Approval of Agenda

MOTION. Councilmember McManus made a motion, seconded by Councilmember Araya, to approve the agenda. The motion passed 7-0-0-0.

Guest Business

Annual Police Department Awards

Citizen Comments

There were no comments.

Action Items

Updated Organizational Chart

Director Warrington presented the organizational chart outlining the following requested changes:

1. Removals from Budget:
 - City Engineer
 - Senior Civil Engineer
 - Parks Revenue Development Specialist
2. Additions to Budget:
 - Public Work Deputy Director
 - Capital Projects Coordinator

- Management Analyst

The Council and staff engaged in a discussion about the budget impacts of the requested changes and reviewed the results of a recent survey of employee burnout.

MOTION. Councilmember Araya made a motion, seconded by Councilmember Edwards, to approve the proposed changes to the Organizational Chart as presented. The motion passed 4-3-0-0 with Councilmember Shipman, Councilmember Donoghue and Councilmember McManus opposed.

Discussion Items

Critical Areas Ordinance (CAO) Update with a focus on Stream Buffers

Principal Planner Levitan provided an update on work to revise the City's Critical Areas Ordinance (Chapter 14.88 LSMC), with a focus on stream buffers and riparian areas.

MOTION. Councilmember Shipman made a motion, seconded by Councilmember McManus, to extend the meeting to 8:15 p.m. The motion passed 7-0-0-0.

Draft 2025 Comprehensive Plan Amendments to the Transportation and Capital Facilities Elements

Planning Manager Schmidt provided an overview of the proposed updates to the 6-year and 20-year capital project lists in the Comprehensive Plan's Capital Facilities Element and the City's traffic impact fees.

MOTION. Councilmember McManus made a motion, seconded by Councilmember Araya, to extend the meeting to 25 minutes past 8:00 p.m. The motion passed 7-0-0-0.

Review of Future Council Agenda Items

Adjournment

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

The meeting adjourned at 8:25 p.m.

Anji Jortsad, Mayor Pro Tem

Kelly M. Chelin, City Clerk

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

April 28, 2026, 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 Pro Tem Jorstad

ELECTED OFFICIALS PRESENT: Councilmembers Anji Jorstad, Ryan Donoghue, Sabina Araya, Brian McManus, Tosha Edwards, Kymm Shipman and Nathan Packard

Call to Order

Mayor Pro Tem Jorstad called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Mayor Pro Tem Jorstad led the Pledge of Allegiance.

Roll Call

All Councilmembers were present.

Approval of Agenda

City Clerk Chelin asked the Council for an addition to the agenda to include a status update on the Finance Director Recruitment under Discussion Items.

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

Citizen Comments

Rachel Horner, Lake Stevens Rowing Club. Rachel thanked the Council for their continued support of the Regatta.

Consent Agenda

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

The consent agenda items were as follows:

- 2026 Vouchers
- City Council Meeting Minutes of April 7, 2026
- City Council Meeting Minutes of April 14, 2026

Public Hearing**Dawson Rezone Public Hearing (LUA2025-0089)**

Principal Planner Levitan explained that public notice for the City Council's April 28, 2026, public hearing to consider and potentially take action on the Hearing Examiner's recommendation was issued on or around April 17, 2026, prior to submittal of the reconsideration request. As such, staff is recommending that the City Council open the public hearing and immediately continue it (with no presentation, public comment, or Council discussion) to a date certain of May 19, 2026. Ordinance 1217 would be considered for potential action on that date.

MOTION. Councilmember Donoghue made a motion, seconded by Councilmember Araya, to continue the hearing to May 19, 2026. The motion passed 7-0-0-0.

Ripperger Rezone Public Hearing (LUA2026-0006)

Public notice for the City Council's April 28, 2026 public hearing to consider and potentially take action on the Hearing Examiner's recommendation for the Ripperger Rezone was issued on or around April 17, 2026, prior to submittal of the reconsideration request for the Dawson Rezone. As the two rezones are tied together by the approved development agreement, staff is recommending that the City Council open the public hearing and immediately continue it (with no presentation, public comment, or Council discussion) to a date certain of May 19, 2026. Ordinance 1218 would be considered for potential action on that date.

MOTION. Councilmember Edwards made a motion, seconded by Councilmember Araya, to continue the hearing to May 19, 2026. The motion passed 7-0-0-0.

Action Items**Emergency Contract Award**

At the meeting, the Council was presented with Resolution 2026-05. The Resolution would find the existence of an emergency requiring the immediate execution of a Public Works Contract for the completion of the Frontier Heights Improvement Project – Phase II to Diverse Earthworks in order to complete the project.

MOTION. Councilmember McManus made a motion, seconded by Councilmember Araya, to approve Resolution 2026-05. The motion passed unanimously.

Discussion item**Law Enforcement Dock Project**

Council and staff engaged in a discussion to move the Law Enforcement Dock and relocate it to Davies Beach.

Status Update on Finance Director Recruitment**City Department Report****Lake Stevens Police 2025 Annual Report**

Council Business

Executive Session

The meeting recessed to Executive Session at 7:48 p.m. to discuss litigation and/or potential litigation for approximately 10 minutes. No action is expected to follow.

The meeting was reconvened at 8:02 p.m.

Adjournment

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

The meeting adjourned at 8:02 p.m.

Anji Jorstad, Mayor Pro Tem

Kelly M. Chelin, City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 5/12/2026

Subject: Appoint a member to the Civil Service Commission and Salary Commission

Contact Person/Department: Kelly Chelin, Administration

Budget Impact: n/a

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Appoint Dixie Behn to the Civil Service Commission with a term expiring December 31, 2029 and Jeff Pegrum to the Salary Commission with a term expiring December 31, 2028

SUMMARY/BACKGROUND:

There are currently two mid-term vacancies on the Salary Commission and one mid-term vacancy on the Civil Service Commission. The City advertised for vacancies and applications were submitted. Interviews were held on April 29, 2026. The interview panel is recommending the appointment of Dixie Behn to the Civil Service Commission with a term expiring December 31, 2029 and Jeff Pegrum to the Salary Commission with a term expiring December 31, 2028. Staff will continue to recruit for the other mid-term vacancy on the Salary Commission.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

None

CITY COUNCIL STAFF REPORT



Agenda Date: 5/12/2026

Subject: Updates to the Council Procedures

Contact Person/Department: Kelly Chelin, Administration

Budget Impact: n/a

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Approve Changes to the Council Procedures

SUMMARY/BACKGROUND:

Over the last few months, the Council has discussed several changes to the Council Procedures. The revisions to the procedures are as follows:

1. Order of the Regular Council Agendas. Council requested staff to reorder the regular Council agenda to have City Department Reports, Council Business and Mayor Business at the end of the meeting. These changes are reflected in the attached procedures.
 2. Public Records. When public records are created outside of the City's official systems, the Mayor and Council are responsible for preserving those records in full compliance with Washington State law. The process for this is added to the attached procedures.
 3. Council President. A clarification was made to the procedures that the Council President shall also be the Mayor Pro Tempore as defined in Lake Stevens Municipal Code 2.08.040. This change has been made to the attached procedures.
 4. Appointment Process. When there is a vacancy announcement, the Council requests a letter of interest and an updated resume from interested applicants. This change has been made to the attached procedures.
-

5. Mayor Vacancy Process. A section is now added to the procedures to address the process when a Mayor vacancy occurs. This process is the same as filling a Council vacancy. The process for this is added to the attached procedures.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Revised Procedures



An;

COUNCIL PROCEDURES

ADOPTED

March 27, 2018

Revised September 11, 2018

Revised January 22, 2019

Revised March 10, 2020

Revised April 25, 2023

Revised Draft-April 2026

INDEX [\(Changes will be made to the index \(i.e. page numbers\) once changes are accepted\)](#)

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SECTION 1. AUTHORITY

- 1.1 Pursuant to RCW 35A.12.120, and other applicable law, the Lake Stevens City Council hereby establishes the following rules for the conduct of Council meetings, proceedings and business. These rules shall be in effect upon adoption by the Council and until such time as they are amended, or new rules adopted in the manner provided by these rules.

SECTION 2. COUNCIL MEETINGS

2.1 TYPES OF MEETINGS:

1. Regular - the Council meeting held as set by Ordinance.
2. Workshop – the Council meeting held as set by Ordinance.
3. Special - any Council meeting other than the Regular Council meeting. Notice shall be given at least 24 hours in advance. A Special Council meeting may be scheduled by the Mayor, Council President, City Administrator or at the request of not less than 4 Councilmembers.
4. Emergency - a Special Council meeting called without the 24-hour notice. An Emergency meeting deals with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency meetings may be called by the City Administrator, the Mayor or Council President with the consent of not less than 4 Councilmembers. The minutes will indicate the reason for the emergency.

- 2.2 The time and day of Council's regular meetings shall be set by ordinance and will be held at the location set by ordinance unless otherwise publicly announced.

Regular Council meetings times shall be set by ordinance and will normally adjourn no later than 8:00 p.m., unless pending business must be concluded. Extensions beyond 8:00 p.m. shall require passage of a motion by Council.

- 2.3 Council's Workshop Sessions will be scheduled as special meetings and may be held, when needed, as follows: From the hour of 6:00 p.m. and will adjourn no later than the hour of 8:00 p.m., on the first and third Tuesdays, of each month. To continue past this time of adjournment, passage of a motion by a majority of the Council will be required. Alternatively, Workshop Sessions may be scheduled immediately preceding a Regular Council meeting, with the start time to be determined based on the agenda, but in no event earlier than 5:00 p.m., and ending no later than 6:45 p.m. Council workshops may also be scheduled on other dates and times by special meeting notice.

Special Workshop sessions may be called by the Mayor, City Administrator, Council President or by three (3) or more Councilmembers.

Workshop Sessions will be informal meetings for the purpose of reviewing forthcoming programs, receiving progress reports on current programs or

projects, or receiving other similar information. The Council President, Council Vice-President and City Staff will determine on-going dedicated schedules for regular workshop sessions.

No final decisions will be made at a Workshop Session. Decisions on workshop matters will be scheduled for a Regular or Special Council meeting.

- 2.4 Information will be available to the public at each meeting stating a summary of the Rules of Procedure.
- 2.5 Staff/consultants will provide brief information and respond to questions by Councilmembers or as requested by the City Administrator or Presiding Officer.
- 2.6 Citizen comment/public hearing sign-ups will be available at each regular Council meeting.
- 2.7 All regular, workshop and special meetings will be recorded and uploaded to the City's YouTube channel.

The City Clerk will keep an account of all proceedings of the Council in accordance with the statutory requirements, and proceedings will be entered into a minute book constituting the official record of the Council.

City Council meeting minutes will not be revised without a majority affirmative vote of the Council at a regularly scheduled Council meeting.

2.8 ORDER OF REGULAR COUNCIL MEETING AGENDA:

1. Call Meeting To Order:

The Presiding Officer calls the meeting to order.

2. Pledge of Allegiance:

The Mayor, Council President or designee leads the flag salute.

3. Roll Call:

The Council President will announce the attendance of Councilmembers and indicate any Councilmember who is not in attendance. ~~—~~The Council shall approve excused absences by vote. The official meeting minutes will always reflect the vote count on each action item.

4. Approval of Agenda:

The Council President, with the concurrence of the Councilmembers, may take agenda items out of order or add or remove agenda items.

5. Guest Business:

Persons or organizations invited or requesting to speak to the Council on specific identified topics will be scheduled under Guest Business. Guest

speakers will not be restricted to a limited amount of time for speaking unless requested by Council at the time of the meeting.

5.6. Citizen Comments:

Members of the audience may comment on items relating to any matter not on the meeting agenda under Citizen Comments. Unless this rule is waived by motion of the Council, each speaker will be limited to three minutes to make their comments.

Council may, at its discretion, allow citizen comment on individual agenda items at times during any regularly scheduled City Council meeting after the item is introduced for Council but prior to Council discussion. The Presiding Officer will limit the amount of time permitted for each speaker to three minutes, until all persons have had an opportunity to speak. These agenda items include, but are not limited to, ordinances, resolutions and Council Business issues. —Public testimony will be taken during Council's consideration of quasi-judicial matters.

7. ~~Council Business:~~

~~Councilmembers may report on any Board/Commission meetings or significant activities or any other matter pertaining to City business since the last meeting. Subcommittee chairpersons will report on the activities of their respective subcommittees.~~

8. ~~Mayor's Business:~~

~~Under Mayor's Business the Mayor usually addresses significant activities since the last meeting and items not previously discussed, such as future meetings of interest to the Council.~~

9. ~~City Department Report:~~

~~City staff updates the Council on current issues or items of Council interest.~~

10. Consent Agenda:

Consent Agenda items are considered to be routine, non-controversial, or are items which have previously been studied and reviewed so as to not require additional discussion or debate. Such items may be approved by a single motion. Items on the Consent Agenda may include but are not limited to, minutes, resolutions and ordinances discussed at a previous City Council or Committee meeting, and previously authorized agreements. Any Councilmember may remove any item from the Consent Agenda for separate discussion and action.

11. Public Hearing:

Citizens may comment on public hearing items. The Presiding Officer may limit the amount of time permitted each speaker until all persons

have had an opportunity to speak.—Further testimony from those who have spoken may be allowed at the discretion of the Presiding Officer. The public hearing will be continued to another date to take additional testimony when the existing available time is not sufficient or as determined by the Council.

At the Public Hearing, staff's presentation is to give background and frame the issues for the Council and audience.

During public comment or public testimony,—Council shall refrain from interactive exchanges with the audience. Council requests for clarification from audience should occur prior to the closure of the public portion of the hearing. Staff may be asked clarifying questions by Council during Council deliberations.

12. Action Items:

a. Proclamations:

A Proclamation is defined as an official announcement made by either the City Council or the Mayor.

b. Introduction and First Reading of Ordinances:

Discussion and debate by the City Council will be held at this time. Councilmembers shall decide whether to amend the ordinance, direct staff to further review the ordinance, or approve placing the ordinance on the Consent Agenda or as a separate agenda topic for second or third reading at an upcoming Regular Council meeting for enactment as an enforceable City law. The number of ordinance readings shall be considered item by item.

c. Resolutions:

A resolution is adoption of a City policy, practice or decision.

d. Other:

Any contract, agreement, or other form of business that requires formal action that is necessary to conduct City business.

e. Such other and additional items as required by law or by Council direction.

9. City Department Report:

City staff updates the Council on current issues or items of Council interest.

7. Council Business:

Councilmembers may report on any Board/Commission meetings or significant activities or any other matter pertaining to City business since the last meeting. Subcommittee chairpersons will report on the activities of their respective subcommittees.

8. Mayor's Business:

Under Mayor's Business the Mayor usually addresses significant activities since the last meeting and items not previously discussed, such as future meetings of interest to the Council.

~~13. Citizen Comments:~~

~~Members of the audience may comment on items relating to any matter not on the meeting agenda under Citizen Comments. Unless this rule is waived by motion of the Council, each speaker will be limited to three minutes to make their comments.~~

~~Council may, at its discretion, allow citizen comment on individual agenda items at times during any regularly scheduled City Council meeting after the item is introduced for Council but prior to Council discussion. The Presiding Officer will limit the amount of time permitted for each speaker to three minutes, until all persons have had an opportunity to speak. These agenda items include, but are not limited to, ordinances, resolutions and Council Business issues. Public testimony will be taken during Council's consideration of quasi-judicial matters.~~

~~13.~~14. Executive Session:

Executive session subjects are limited to considering such matters as are authorized under the Open Meetings Act or such other laws that authorize executive sessions. Executive session is a Council meeting that is closed except to the Council and authorized staff members and/or consultants. The public is restricted from attendance. Executive Sessions may be held during Regularly scheduled meetings or Special Council meetings and will be announced by the Mayor.

Before convening an Executive Session, the Mayor shall announce the purpose of the executive session and the anticipated time when the session will be concluded and if any action shall be taken. Should the session require more time, a public announcement shall be made that the Executive Session is being extended.

15. Study Session:

Discussion items are generally items of significance that may require future action by Council.

16. Adjournment:

With no further business to come before the Council, the Presiding Officer adjourns the meeting by requesting a motion for adjournment.

17. Transportation Benefit District:

Agenda Items regarding the Transportation Benefit District will be clearly set out and identified as such under the section of the Agenda where they best fit.

SECTION 3. AGENDA PREPARATION

- 3.1 The City Clerk will prepare an agenda for each Council meeting specifying the time and place of the meeting and set forth a brief general description of each item to be considered by the Council. The agenda is subject to approval by the Mayor and the City Administrator.
- 3.2 An item may be placed on a Council meeting agenda by any of the following methods:
 - 1. By a Councilmember if the item does not require staff preparation;
 - 2. By any two (2) Councilmembers;
 - 3. By the City Administrator;
 - 4. By a Council Committee;
 - 5. By the Mayor.
- 3.3 An item may be placed on a regular Council meeting agenda after the agenda is closed if approved by the Mayor or City Administrator.
- 3.4 The City Clerk will endeavor to schedule sufficient time between public hearings and other scheduled items, so the public is not kept unreasonably waiting, and so the Council will have sufficient time to hear public comment or testimony and to deliberate matters among themselves.
- 3.5 Legally required and advertised public hearings will generally have a higher priority over other time-scheduled agenda items which have been scheduled for convenience rather than for statutory or other legal reasons.
- 3.6 Agenda items that are continued from one meeting to another will have preference on the agenda to the extent possible.
- 3.7 Agendas will be finalized by the Friday prior to the Council meeting. Agenda packets will be available electronically to Council by 5:00 p.m. on the Friday prior to the Council meeting, and available electronically to the public on the City's web page by 5:00 p.m. on the Friday prior to the Council meeting, unless posted otherwise. If late information becomes available after the packet is posted on the City's web page on the Friday prior to the meeting, or if information arrives from other sources, then a recess or delay may be considered by the Council.

- 3.8 All agenda item packet reports will be in the format provided by the City Clerk's Office.
- 3.9 The Council may use "Staff Recommendation Statement" language from staff reports or agenda item descriptions for making a motion.
- 3.10 Council agenda and packet material will be available to the public during regular meetings.

SECTION 4. COUNCIL DISCUSSION

- 4.1 All Council discussion shall be guided by **ROBERTS RULES OF ORDER, NEWLY REVISED.**

SECTION 5. COMMENTS, CONCERNS & TESTIMONY TO COUNCIL

- 5.1 Persons addressing the Council, who are not specifically scheduled on the agenda, will be requested to step up to the podium or raise their hand virtually, give their name and address for the record, and limit their remarks to three (3) minutes. All remarks will be addressed to the Council as a whole. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening, or personally abusive while addressing the Council, may be requested to leave the meeting.
- 5.2 The Presiding Officer has the authority to preserve order at all meetings of the Council, to cause the removal of any person from any meeting for disorderly conduct and to enforce the Rules of the Council. The Presiding Officer may command assistance of any peace officer of the City to enforce all lawful orders of the Presiding Officer to restore order at any meeting.
- 5.3 Citizens with complaints, concerns or questions, may be referred to separately bring the matter to the Mayor or relevant City staff, or ask that the matter be placed on a future City Council meeting, with the appropriate background information.

SECTION 6. MOTIONS AND VOTING

- 6.1 When making motions, Councilmembers will be encouraged to be clear and concise and to not include arguments for the motion within the motion.
- 6.2 After a motion has been made and seconded, the Council may deliberate and discuss their opinions on the issue prior to the vote. No further citizen comments may be heard when there is a motion and a second on the floor.
- 6.3 When the Council concurs or agrees to an item that does not require a formal motion, the Presiding Officer will summarize the agreement at the conclusion of the discussion and normally, a minute entry will be made.
- 6.4 A motion may be withdrawn by the maker of the motion, at any time, up until the question is called to vote without the consent of the Council.

- 6.5 A motion to table is undebatable and shall preclude all amendments or debates of the issue under consideration. If the motion to table prevails, the matter may be "taken from the table" only by adding it to the agenda of a future Regular or Special meeting at which time discussion will continue; and if an item is tabled, it cannot be reconsidered at the same meeting.
- 6.6 A motion to postpone to a certain time is debatable, is amendable, and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or to a time certain at a future Regular or Special City Council meeting.
- 6.7 A motion to postpone indefinitely is debatable, is not amendable, and may be reconsidered at the same meeting only if it received an affirmative vote.
- 6.8 A motion to call for the question shall close debate on the main motion and is undebatable. This motion must receive a second and fails without a two-thirds' (2/3) vote; debate is reopened if the motion fails.
- 6.9 A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.
- Motions that cannot be amended include motion to adjourn, agenda order, lay on the table, roll call vote, point of order, reconsideration and take from the table. A motion to amend an amendment is not in order.
- Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- 6.10 Discussion of the motion only occurs after the motion has been moved and seconded.
- 6.11 If a motion does not receive a second, it dies. Motions that do not need a second include nominations, withdrawal of motion, agenda order, request for a roll call vote, and point of order.
- 6.12 The Presiding Officer should acknowledge the motion and second prior to voting.
- 6.13 The City Clerk will repeat the motion and/or take a roll call vote, if requested by the Presiding Officer, a Councilmember, or as required by law.
- 6.14 Unless otherwise required by law, the passage or defeat of a motion shall be decided by a majority of those present and voting. Abstentions shall not be included in the vote tally, even if those voting in favor of the motion are less than a majority of the full City Council.
- A motion that receives a tie vote is deemed to have failed, except pursuant to RCW 35A.12.100 Duties and authority of the mayor--Veto--Tie-breaking vote, the Mayor "shall have a vote only in the case of a tie in the votes of the councilmen with respect to matters other than the passage of any ordinance, grant, or revocation of franchise or license, or any resolution for the payment of money."

At the conclusion of any vote, the Presiding Officer will inform Council of the results of the vote.

- 6.15 When a question has been decided, any Councilmember who voted in the majority may move for a reconsideration and such motion must also be seconded by a member who voted in the majority. No motion for reconsideration of a vote shall be made after the meeting has adjourned but may be made at a subsequent meeting of the Council
- 6.16 The City Attorney shall decide all questions of interpretations of these rules and other questions of a parliamentary nature which may arise at a Council meeting. All cases not provided for in these rules shall be guided by Robert's Rules of Order, Newly Revised.

In the event of a conflict, these Council Rules shall prevail.

SECTION 7. ORDINANCES

- 7.1 All ordinances shall be prepared or reviewed by the City Attorney. No Council initiated ordinance shall be prepared for presentation to the Council, unless two Councilmembers support the ordinance and staff has been consulted.
- 7.2 The City Clerk shall assign a permanent ordinance number at the time the ordinance is initiated.
- 7.3 The Presiding Officer shall read the title of the ordinance or the Ordinance number prior to voting unless the ordinance is on the Consent Agenda.
- 7.4 Prior to placement of an ordinance on the agenda, the City Attorney shall approve the ordinance as to form. After the City Attorney's signature, and passage of the Ordinance the City Clerk or designee shall obtain the signature of the Mayor. After the Mayor's signature, the City Clerk or designee shall sign the ordinance.
- 7.5 Ordinances, or ordinance summaries, shall be published in the official newspaper, as a legal publication, immediately following enactment.
- 7.6 Ordinances become effective five (5) days after the date of publication of the ordinance unless otherwise specified.

SECTION 8. MAYOR, COUNCIL PRESIDENT, AND COUNCIL VICE-PRESIDENT

- 8.1 The Presiding Officer at all regular and special meetings of the Council shall be the Mayor and all workshop sessions shall be the Council President.

At regular and special meetings in the absence of the Mayor, the Council President will act as Presiding Officer or in his/her absence the Council Vice-President. If the Mayor, Council President, and Vice-President are absent, the Council present shall elect one of its members to serve as Presiding Officer until the return of the Mayor, Council President or Council Vice-President.

At workshop sessions in the absence of the Council President, the Council Vice-President will act as the Presiding Officer or in his/her absence the Mayor. If the Council President, Vice-President, and Mayor are absent, the Council present shall elect one of its members to serve as Presiding Officer until the return of the Council President, Council Vice-President, or Mayor.

8.2 The Presiding Officer shall:

1. Preserve order and decorum in the Council chambers;
2. Observe and enforce all rules adopted by the Council;
3. Decide all questions on order, in accordance with these rules, subject to appeal by any Councilmember in which case the Presiding Officer will defer to the City Attorney; and
4. Recognize Councilmembers in the order in which they request the floor. The Presiding Officer, as a Councilmember, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Councilmembers.
5. From time to time, the Mayor and/or Council President may appoint Councilmembers to serve on ad hoc committees.

SECTION 9. COUNCIL RELATIONS WITH CITY STAFF

- 9.1 There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities.
- 9.2 City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge City staff as administering the Council's policies.
- 9.3 All written informational material requested by individual Councilmembers shall be submitted by City staff, after approval of the Mayor or City Administrator, to all Councilmembers with a notation indicating which Councilmember requested the information.
- 9.4 A Councilmember shall not attempt to influence City staff in the selection, evaluation or discipline of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits.
- 9.5 A Councilmember shall not attempt to change the operating rules and practices of any City department.
- 9.6 Mail that is addressed to the Mayor and Councilmembers shall be copied and circulated by the City Clerk, as soon as practicable after it arrives.
- 9.7 The City Clerk shall not open mail addressed to individual Councilmembers if it is marked personal and/or confidential.

- 9.8 No Councilmember shall direct the City Administrator to initiate any action or prepare any report that is significant in nature, or initiate any project or study without the consent of a majority of the Council.
- 9.9 Individual requests for information can be made directly to the Department Director. If the request would create a change in work assignments or City staffing levels, the request must be made through the Mayor or City Administrator and may be referred to the Council.

SECTION 10. COUNCIL MEETING STAFFING

- 10.1 The City Administrator shall attend all meetings of the Council unless excused by the Mayor. The City Administrator may make recommendations to the Council and shall have the right to take part in the discussions of the Council, but shall have no vote. When the City Administrator has an excused absence, the designated Acting City Administrator shall attend the meeting.
- 10.2 The City Attorney shall attend all meetings of the Council unless excused by the Mayor, and shall, upon request, give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian.
- 10.3 The City Clerk, or designee, shall attend Regular and Special meetings of the Council, keep the official journal (minutes), and perform such other duties, unless excused by the Mayor, as may be needed for the orderly conduct of the meeting.

SECTION 11. COUNCILMEMBER ATTENDANCE AT MEETINGS

- 11.1 Councilmembers will inform the Mayor, the Council President, the City Administrator or City Clerk if they are unable to attend any Council meeting, or if they knowingly will be late to any meeting. The minutes will show the Councilmember as having an excused absence if approved by the Council.

SECTION 12. PUBLIC HEARINGS

- 12.1 Quasi-judicial hearings require a decision be made by the Council using a certain process, which may include a record of evidence considered and specific findings be made.
- 12.2 Legislative (ordinance or miscellaneous) hearings do not require a decision be made even though information is presented.
- 12.3 Councilmembers shall comply with all applicable laws related to the conflict-of-interest requirements in the Appearance of Fairness Doctrine.

SECTION 13. MEDIA REPRESENTATION AT COUNCIL MEETINGS

- 13.1 All public meetings of the City Council and its boards/commissions shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting. Seating space shall be provided for the media at each public meeting.

SECTION 14. COUNCIL REPRESENTATION

- 14.1 If a Councilmember appears on behalf of the City before another governmental agency, such as the County Council or State Legislature, a community organization, or through the media, for the purpose of commenting on an issue, the Councilmember needs to state existing City policy and the majority position of the Council, if known, on such issue. Personal opinions and comments which differ from the Council majority may be expressed if the Councilmember clarifies that these statements do not represent the Council's position. If a Councilmember wishes to clarify the Council's position on a policy issue, they should do so by requesting a Council resolution be prepared and voted on by the Council.

Councilmembers need to have other Councilmember's concurrence before representing another Councilmember's view or position with the media, another governmental agency or community organization.

SECTION 15. CONFIDENTIALITY

- 15.1 Councilmembers shall keep confidential all written materials and verbal information provided to them during Executive Sessions or which are otherwise subject to the attorney-client privilege, to ensure that the City's position is not compromised. Any Councilmember having any contact or discussion needs to make full disclosure to the Mayor, City Administrator and/or the City Council in a timely manner.

SECTION 16. PUBLIC RECORDS

- 16.1

All public records created or received by the Mayor or any Councilmember must be transferred to the City Clerk's Office for retention in accordance with the Public Records Act. Any Mayor or Councilmember who creates public records outside of the City's official systems is responsible for preserving those records in full compliance with Washington State law. Such records must be captured in their entirety and transmitted via email to the Mayor's or Councilmember's official lakestevenswa.gov email address to ensure they are properly searchable and retained. The email subject line must accurately reflect the subject of the record being submitted.

Examples of documents that constitute public records include all writings, texts, emails, social media postings addressing or involving city business or your activity as a city councilmember.

Duplicate copies of public records already received by, or otherwise in possession of, the City are not required to be retained.

The Mayor and Councilmembers are required to fully participate in the fulfillment of public records requests. Public Records Officers will coordinate and facilitate

this process, which may include completion of Nissen affidavits, searches of personal devices and accounts, and ensuring that any records created outside of City systems are appropriately captured and submitted using searchable naming conventions.

Questions regarding whether a document constitutes a public record or whether it must be retained should be directed to the City Clerk.

~~Public records created or received by the Mayor or any Councilmember should be transferred to the City Clerk's office for retention by the City in accordance with the Public Records Law. Public records that are duplicates of those received by, or in the possession of the City, are not required to be retained. Questions about whether or not a document is a public record or if it is required to be retained should be referred to the City Clerk.~~

SECTION 17. MAYOR/COUNCIL PRESIDENT/VICE-PRESIDENT SELECTION PROCESS

17.1 Mayor. The Mayor is elected per RCW Title 35A and other applicable election laws.

17.2 Council President. At the first regular meeting in January of each year, the members of the City Council shall elect, from their number, a Council President. The council president shall also be the Mayor Pro Tempore as defined in Lake Stevens Municipal Code 2.08.040.

Process:

1. The Mayor calls for nominations for Council President.
2. When there are no further nominations, the Mayor announces that nominations are closed.
3. The nominees are then voted on in the order the nominations were made. The vote will be taken by roll call.
4. The process continues until a nominee receives a majority of the votes. This method requires that a Councilmember wishing to vote for a candidate appearing later in the list of nominees withhold their vote from early nominees in order to reserve their vote for their favored nominee.
5. The first nominee receiving a majority vote is declared the new Council President. If there is a tie vote, the Mayor may choose whether or not to break the tie. If the

Council fails to select an appointee from the nominees presented, the Council may:

- a. Make a motion to revote on the nominees.
- b. Make a motion to reopen the nominations and add to the initial slate.

Once

nominated, no candidate is removed from consideration unless they withdraw.

- c. Make a motion to postpone the vote on nominees.
- d. Solicit additional information from the nominees.
- e. Make any other allowable motion under Robert's Rules of Order.

- 17.3 Council Vice-President. At the first regular meeting in January of each year, the members of the City Council shall elect, from their number, a Vice-President. The above procedure is then repeated for electing the Council Vice-President.

SECTION 18. CITY BOARDS/COMMISSIONS

- 18.1 Lake Stevens' boards and commissions provide an invaluable service to the City. Their advice on a wide variety of subjects aids the Mayor and Councilmembers in the decision-making process. Effective citizen participation is an invaluable tool for local government.
- 18.2 These boards/commissions are generally established by ordinance.
- 18.3 Councilmembers will be assigned as board/commission liaisons in January of each year or as needed. Staff shall provide liaisons with agenda and support material for such meetings. The liaison's role will be as an observer and not an active participant on the board or commission. The liaison may provide updates on City activities, and the liaison may report to Council on actions and activities by their assigned board or commission.
- 18.4 Appointments and reappointments of board/commission members, when vacancies and term expirations occur, shall be as follows:
1. Vacancies to the City's boards and commissions will be advertised in the City newspaper, on the City's web page, at City Hall and such other locations as are deemed appropriate. Councilmembers will be provided with copies of applications of all qualified applicants received for boards/commissions vacancies.
 2. All qualified applicants for a board or commission will be interviewed by a panel consisting of the Mayor, the Department Head and/or staff liaison, the Council liaison or designee to that board or commission, up to two additional councilmembers selected to participate in the interview process for boards and commissions at the beginning of each year, and the Chairperson or designee of the board or commission the applicant applied for.
 3. Following the interviews, the interview panel makes a recommendation and the Mayor nominates a candidate for appointment to the vacant position.
 4. The nominated candidate will be notified and requested to complete a criminal background check. All criminal background checks will be conducted by The Human Resources Department.
 5. Following successful completion of the criminal background check the Mayor reviews nominee recommendation with Council at a regular Council meeting or at a workshop session. The recommendation should include the number of applicants interviewed, qualifications, and reason for the selection.

6. Mayor appoints board/commission member with Council approval at the regular Council meeting or next regular meeting if recommendation is made at a workshop session.
7. The newly appointed board/commission member will be invited to a subsequent Council meeting to be sworn in. In the case where multiple appointments are made in one Council meeting, all appointees will be sworn in as a group.
8. If the City Council does not confirm or reject the Mayor's nomination for appointment within thirty (30) days of submittal, the Mayor may proceed with the appointment.

SECTION 19. COUNCIL SUBCOMMITTEES

- 19.1 Council subcommittees are policy review and discussion arms of the Council. Subcommittees may study issues and develop recommendations for consideration by the Council. Subcommittees may not take binding action on behalf of the City. Subcommittees generally involve three or fewer councilmembers and therefore are not subject to the Open Public Meetings act.

Subcommittees will be established on an as-needed basis by motion or other action of the City Council

At its first meeting each year, each subcommittee should select from its members a chairperson who will oversee the meeting and report on the activities of the subcommittee to the Council at regular City Council meetings during Council Business.

- 19.2 Each subcommittee will have staff support as needed and assigned by the City Administrator. Staff will work with the subcommittee chairs to set agendas, provide support materials (including any sensitive communications by staff), and prepare reports as needed. The City Clerk or designee will attend subcommittee meetings and may prepare minutes. Subcommittee meetings will not be electronically recorded.
- 19.3 Even though the Open Meetings Act does not generally apply, subcommittee meetings are open to the public for observation only; no citizen comments or participation will be allowed. Notice of the meeting, including the topic and any other details that are available, will be advertised on the City's website calendar.
- 19.4 The Mayor or City Administrator may send issues directly to subcommittees for their review in lieu of being referred to committee by the entire Council.
- 19.5 Subcommittee appointments shall be made by the Council President or in his/her absence by the Council Vice-President. The Council President will take into account the interests, availability to serve and requests of individual Councilmembers in making subcommittee assignments.
- 19.6 Membership of each subcommittee will consist of a maximum of three (3) Councilmembers unless otherwise approved by Council.

- 19.7 The Mayor and/ or City Administrator shall be an "ex officio" member of each subcommittee.

SECTION 20. AD HOC CITIZEN ADVISORY BOARDS

20.1 PURPOSE

To effectively use valuable resources provided by the citizenry at large to deal with issues on which more citizen input is judged to be needed. Each Board shall be given a clearly defined goal and adequate information to help them understand their role in the governmental structure. Unless determined otherwise by action of the City Council the authority of such Boards will be limited to providing informal input and recommendations to the City Council.

20.2 APPOINTMENT PROCEDURES

The boards will consist of no more than five citizen members (selected by the Mayor and confirmed by the City Council), the Mayor or designee, a staff person, and Councilmember if desired.

20.3 STAFF SUPPORT

Each Ad Hoc Advisory Committee will have staff support as needed and assigned by the City Administrator. Staff will work with the committee to provide support materials and prepare reports.

SECTION 21. FILLING CITY COUNCIL VACANCIES

21.1 PURPOSE

To provide guidance to the City Council when a Lake Stevens Councilmember position becomes vacant before the expiration of the official's elected term of office. Pursuant to state law, a vacancy shall be filled only until the next regular municipal election, wherein the person elected will serve the remainder of the unexpired term.

21.2 REFERENCES

RCW 42.30.110(h) - Executive Session Allowed to Consider Qualifications of a Candidate for Appointment to Elective Office

RCW 42.30.060 - Prohibition on Secret Ballots

RCW 42.12 - Vacant Position

RCW 35A.12.050 - Vacancies - Filling of Vacancies in Council/Mayor Form of Government

21.3 APPOINTMENT PROCESS

1. A Council position shall be officially declared vacant upon the occurrence of any of the causes of vacancy set forth in RCW 42.12.010, including

resignation, recall, forfeiture, written intent to resign, or death of a Councilmember. The Councilmember who is vacating his or her position cannot participate in the appointment process.

2. The City Council shall ~~direct~~ authorize staff to begin the Councilmember appointment process and establish a notice, application, interview and appointment schedule, so that the position is filled at the earliest opportunity.
3. The City Clerk's Office shall prepare and submit to the City's Official Newspaper, with courtesy copies to all other local media outlets, a Notice of City Council Vacancy, which announces the vacancy consistent with the requirements necessary to hold public office. The announcement should request a letter of interest and updated resume from interested applicants. The City's web page and other social media may also be used to announce the Council vacancy.
4. ~~The City Clerk's Office shall prepare an application form which requests appropriate information for City Council consideration of the applicants. Applications will be available at Lake Stevens City Hall, on the City web site, and such other locations that the City Council deems appropriate. Copies of the advertisement will be provided to current members of City of Lake Stevens' boards and commissions.~~
5. Applications received by the deadline date and time will be copied and circulated, by the City Clerk's Office to the Mayor and City Council. Packets may also contain additional information received such as endorsements, letters of reference and other pertinent materials.
6. The City Clerk's Office shall publish the required public notice(s) for the meeting scheduled for interviewing applicants for consideration to the vacant position. This meeting may be a regularly scheduled City Council meeting, or a special session City Council meeting.
7. The City Clerk's Office shall notify applicants of the location, date and time of City Council interviews.
8. Prior to the date and time of the interview meeting, the Mayor shall accept one interview question from each Councilmember.
9. Prior to the date and time of the interview the City Clerk or designee will make inquiry of each applicant to determine eligibility to hold office and to fill the Council vacancy in the City.

21.4

INTERVIEW MEETING

Depending on the number of applicants to be interviewed, each interview of an applicant/candidate shall be approximately 15 minutes in length as follows:

1. The City Council shall ask the predetermined set of questions which must be responded to by the applicant. Each applicant will be asked and will answer the same set of questions.

2. An informal question and answer period in which Councilmembers may ask and receive answers to miscellaneous questions.
3. The applicants' order of appearance will be determined by a random lot drawing performed by the City Clerk.
4. The Council may elect not to interview all of the applicants if the number exceeds six (6) candidates. The decision as to which applicants to interview will be based on the information contained in the application forms.

21.5 VOTING

Upon completion of the interviews, Councilmembers may convene into Executive Session to discuss the qualifications of the applicants. However, all interviews, nominations and votes taken by the Council shall be in open public session.

1. The Mayor shall ask for nominations from the Councilmembers.
2. In the case of one vacancy to be filled, balloting will continue until a nominee receives a majority of four (4) votes.
3. At any time during the balloting process, the City Council may postpone balloting until a date certain or regular meeting if a majority vote has not been received.
4. Nothing in this policy shall prevent the City Council from reconvening into Executive Session to further discuss the applicant/candidate qualifications.
5. The Mayor shall declare the nominee receiving the majority vote as the new Councilmember. The new Councilmember shall be sworn into office by any person authorized under state law to administer oaths, at the earliest opportunity or no later than the next regularly scheduled City Council meeting.
6. In the case of a tie vote, the Mayor may cast a vote.
7. If the City Council does not fill the vacancy within 90 days of the declared vacancy, the Revised Code of Washington delegates appointment powers to Snohomish County.

SECTION 22. FILLING A MAYOR VACANCY

22.1 PURPOSE

To provide guidance to the City Council when a Mayor position becomes vacant before the expiration of the official's elected term of office. Pursuant to state law, a vacancy shall be filled only until the next regular municipal election, wherein the person elected will serve the remainder of the unexpired term.

22.2 REFERENCES

RCW 42.30.110(h) - Executive Session Allowed to Consider Qualifications of a Candidate for Appointment to Elective Office

RCW 42.30.060 - Prohibition on Secret Ballots

RCW 42.12 - Vacant Position

RCW 35A.12.050 - Vacancies - Filling of Vacancies in Council/Mayor Form of Government

22.3 APPOINTMENT PROCESS

1. A Mayor position shall be officially declared vacant upon the occurrence of any of the causes of vacancy set forth in RCW 42.12.010, including resignation, recall, forfeiture, written intent to resign, or death of a Councilmember. The Mayor who is vacating his or her position cannot participate in the appointment process.

2. The City Council shall authorize staff to begin the Mayor appointment process and establish a notice, application, interview and appointment schedule, so that the position is filled at the earliest opportunity.

3. The City Clerk's Office shall prepare and submit to the City's Official Newspaper, with courtesy copies to all other local media outlets, a Notice of ~~Mayor~~City Council Vacancy, which announces the vacancy consistent with the requirements necessary to hold public office. The announcement should request a letter of interest and updated resume from interested applicants. The City's web page and other social media may also be used to announce the ~~Mayor~~City Council vacancy.

4. As passed by motion on April 14, 2026, in the event that a current Councilmember becomes an applicant for Mayor, they are fully prohibited from the selection process, outside of anything any other applicants can be involved with.

5. Applications received by the deadline date and time will be copied and circulated, by the City Clerk's Office to the Mayor Pro Tem and City Council. Packets may also contain additional information received such as endorsements, letters of reference and other pertinent materials.

6. The City Clerk's Office shall publish the required public notice(s) for the meeting scheduled for interviewing applicants for consideration to the vacant position. This meeting may be a regularly scheduled City Council meeting, or a special session City Council meeting.

7. The City Clerk's Office shall notify applicants of the location, date and time of City Council interviews.

8. Prior to the date and time of the interview meeting, the Mayor Pro Tem shall accept one interview question from each Councilmember.

9. Prior to the date and time of the interview the City Clerk or designee will make inquiry of each applicant to determine eligibility to hold office and to fill the Mayor vacancy in the City.

22.4 INTERVIEW MEETING

Depending on the number of applicants to be interviewed, each interview of an applicant/candidate shall be approximately 15 minutes in length as follows:

1. The City Council shall ask the predetermined set of questions which must be responded to by the applicant. Each applicant will be asked and will answer the same set of questions.

2. An informal question and answer period in which Councilmembers may ask and receive answers to miscellaneous questions.

3. The applicants' order of appearance will be determined by a random lot drawing performed by the City Clerk.

4. The Council may elect not to interview all of the applicants if the number exceeds six (6) candidates. The decision as to which applicants to interview will be based on the information contained in the application forms.

22.5 VOTING

Upon completion of the interviews, Councilmembers may convene into Executive Session to discuss the qualifications of the applicants. However, all interviews, nominations and votes taken by the Council shall be in open public session.

1. The Mayor Pro Tem shall ask for nominations from the Councilmembers.

2. In the case of one vacancy to be filled, balloting will continue until a nominee receives a majority of four (4) votes.

3. At any time during the balloting process, the City Council may postpone balloting until a date certain or regular meeting if a majority vote has not been received.

4. Nothing in this policy shall prevent the City Council from reconvening into Executive Session to further discuss the applicant/candidate qualifications.

5. The Mayor Pro Tem shall declare the nominee receiving the majority vote as the new MayorCouncilmember. The new Mayor shall be sworn into office by any person authorized under state law to administer oaths, at the earliest opportunity or no later than the next regularly scheduled City Council meeting.

6. In the event of a tie, City Council will continue to deliberate until a majority of the governing body agrees on a candidate.

6. If the City Council does not fill the vacancy within 90 days of the declared vacancy, the Revised Code of Washington delegates appointment powers to Snohomish County.

SECTION 232. MISCELLANEOUS

232.1 When Councilmembers register to attend an official conference requiring voting delegates, such as the Association of Washington Cities, the Council shall designate the voting delegate(s) and alternate voting delegate(s) during a public meeting, by a majority vote; when possible, said selection of voting delegate(s) shall be done on a rotating basis for the purpose of allowing all Councilmembers the opportunity to be an official voting delegate.

SECTION 243. SUSPENSION AND AMENDMENT OF RULES

243.1 Any provision of these rules not governed by state law or ordinance, may be temporarily suspended or waived by a two-thirds (2/3) majority vote of the Council.

243.2 These rules may be amended, or new rules adopted, by a majority vote of the Council.

243.3 While not required, these Rules should be reviewed approximately every 2 years for the purpose of keeping up to date with legal requirements and for purposes of confirming that actual practices conform with these rules.

CITY COUNCIL STAFF REPORT



Agenda Date: 5/12/2026

Subject: Parks Vehicle Replacement

Contact Person/Department: Sarah Garceau, Parks Department

Budget Impact: Option 1: \$11,000 FY2026 and \$13,080 for subsequent years (60-month lease option)
Option 2: \$60,000 FY2026 (purchase option)

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Approve Parks to Replace PW22.

SUMMARY/BACKGROUND:

On April 22, Parks vehicle PW22 was in an accident and subsequently deemed a total loss. The driver did not sustain any injuries.

PW22 was a 2006 Ford Ranger with 98,107 miles. It was the oldest vehicle in the Parks fleet and was owned outright. The Parks Department now requires a replacement vehicle to support ongoing operational needs.

The estimated cost to purchase a 2025 Ram 1500 is \$56,563. Under a 60-month lease through Enterprise, the cost would be approximately \$1,090 per month, totaling \$13,080 annually. Initial licensing and delivery fees are estimated at \$800. Vehicle upfitting—including toolboxes, lighting, headache rack, and backup camera—is estimated at \$3,500.

If the City proceeds with the Enterprise lease, the first-year cost would be approximately \$10,840. Costs for 2027 and subsequent years are estimated at approximately \$13,080 annually.

The Parks Department is requesting budget authority of up to \$11,000 in 2026 to move

forward with acquiring a vehicle through Enterprise, or alternatively, to establish a specific budget amount for purchasing and outfitting a new vehicle outright—estimated at approximately \$60,000, or another amount as determined by Council.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

None

CITY COUNCIL STAFF REPORT



Agenda Date: 5/12/2026

Subject: 91st Ave SE Multi-use Path-Phase II Construction Contract Award

Contact Person/Department: Erik Mangold, Public Works

Budget Impact: \$1,876,391.50

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor Pro Tem to sign the public works contract with SRV Construction for the construction of the 91st Ave SE Multiuse Path-Phase II Project

SUMMARY/BACKGROUND:

The Public Works Department solicited bids on April 27, 2026. A bid opening was held the morning of May 06, 2026. A total of 4 bids were received, with the low bid coming from SRV Construction, Inc. in the amount of \$1,876,391.50. The Public Works Department has verified the bidder's responsiveness and responsibility and, per an Agreement with the TIB (Transportation Improvement Board) and the city's standard practice, has obtained agreement to proceed with bid award from TIB and now seeks a motion from the Council to authorize the Mayor Pro Tem to sign the construction contract for this project. This contract has 50 working days and will begin once school is out for the summer and is anticipated to be completed on September 1, 2026 prior to school being back in session. The project budget is below:

Revenues

TBP	\$757,800
SWC	\$562,200
TIB Grant	\$800,000
WSDOT Safe	\$800,000
Routes to	
School Grant	
Total	\$2,920,000

**Planned
Expenditures**

Design	\$475,420
Construction	\$1,876,391.50
Total	\$2,351,811.50

The project includes constructing a 12' paved sidepath from 12th SE to 20th St SE, roadway and sidewalk improvements, installation of ADA-compliant curb ramps, traffic calming elements, installation of storm drainage and dispersion facilities, re-striping, enhanced illumination, a southbound bike lane, and utility adjustments.

APPLICABLE CITY POLICIES:

Procurement Policy, Capital Improvement Plan, 2026 Budget

ATTACHMENTS:

1. 23019_Bid Tabulation_verified_260507
2. 23019_PW Contract

91st Ave SE Multiuse Path - Phase II Bid Tabulation					Diversified Holdings NW		SRV Construction		Faber Construction		A-1 Landscaping & Construction	
Item No.	Spec Section	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A-1	1-04.4SP	Minor Changes	EST	1	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
A-2	1-05.5SS	Roadway Surveying	LS	1	\$ 18,414.00	\$ 18,414.00	\$ 19,750.00	\$ 19,750.00	\$ 20,805.44	\$ 20,805.44	\$ 22,300.00	\$ 22,300.00
A-3	1-05.5SS	ADA Features Surveying	LS	1	\$ 7,260.00	\$ 7,260.00	\$ 7,800.00	\$ 7,800.00	\$ 8,202.86	\$ 8,202.86	\$ 5,600.00	\$ 5,600.00
A-4	1-05.5SS	Record Drawings (Minimum Bid \$500)	LS	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 7,405.25	\$ 7,405.25	\$ 4,500.00	\$ 4,500.00
A-5	1-07.15SS	SPCC Plan	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 2,347.76	\$ 2,347.76	\$ 4,800.00	\$ 4,800.00
A-6	2-01.5SP	Mobilization	LS	1	\$ 200,000.00	\$ 200,000.00	\$ 162,000.00	\$ 162,000.00	\$ 172,038.13	\$ 172,038.13	\$ 209,888.00	\$ 209,888.00
A-7	2-04.5SP	Project Temporary Traffic Control	LS	1	\$ 140,000.00	\$ 140,000.00	\$ 145,000.00	\$ 145,000.00	\$ 182,389.35	\$ 182,389.35	\$ 248,000.00	\$ 248,000.00
A-8	2-04.5SP	Portable Changeable Message Sign	DAY	60	\$ 155.00	\$ 9,300.00	\$ 65.00	\$ 3,900.00	\$ 466.07	\$ 27,964.20	\$ 550.00	\$ 33,000.00
A-9	2-04.5SP	Uniformed Police Officer	HR	160	\$ 185.00	\$ 29,600.00	\$ 150.00	\$ 24,000.00	\$ 217.50	\$ 34,800.00	\$ 180.00	\$ 28,800.00
A-10	3-01.5SS	Clearing and Grubbing	LS	1	\$ 200,000.00	\$ 200,000.00	\$ 15,000.00	\$ 15,000.00	\$ 16,460.34	\$ 16,460.34	\$ 28,799.00	\$ 28,799.00
A-11	3-01.5SP	Tree Removal Over 6" Diam.	EA	12	\$ 1,000.00	\$ 12,000.00	\$ 2,050.00	\$ 24,600.00	\$ 1,491.43	\$ 17,897.16	\$ 4,600.00	\$ 55,200.00
A-12	3-02.5SP	Sawcutting	LF	3510	\$ 6.00	\$ 21,060.00	\$ 4.75	\$ 16,672.50	\$ 3.42	\$ 12,004.20	\$ 5.00	\$ 17,550.00
A-13	3-02.5SP	Removal of Structures and Obstructions	LS	1	\$ 200,000.00	\$ 200,000.00	\$ 12,000.00	\$ 12,000.00	\$ 25,561.94	\$ 25,561.94	\$ 35,678.00	\$ 35,678.00
A-14	3-03.5SP	Cement Conc. Pavement Removal Incl. Ha ul	SY	375	\$ 30.00	\$ 11,250.00	\$ 16.50	\$ 6,187.50	\$ 64.79	\$ 24,296.25	\$ 47.00	\$ 17,625.00
A-15	3-03.5SP	Asphalt Pavement Removal Incl. Haul	SY	4200	\$ 30.00	\$ 126,000.00	\$ 14.00	\$ 58,800.00	\$ 53.82	\$ 226,044.00	\$ 31.00	\$ 130,200.00
A-16	3-03.5SP	Roadway Excavation Incl. Haul	CY	2040	\$ 30.00	\$ 61,200.00	\$ 35.00	\$ 71,400.00	\$ 55.54	\$ 113,301.60	\$ 68.00	\$ 138,720.00
A-17	3-03.5SP	Unsuitable Foundation Excavation Incl. Haul	CY	140	\$ 30.00	\$ 4,200.00	\$ 41.00	\$ 5,740.00	\$ 71.46	\$ 10,004.40	\$ 87.00	\$ 12,180.00
A-18	3-07.5SP	Shoring and Trenching	LS	1	\$ 28,000.00	\$ 28,000.00	\$ 100.00	\$ 100.00	\$ 15,846.43	\$ 15,846.43	\$ 29,878.00	\$ 29,878.00
A-19	4-05.5SP	Crushed Surfacing Base Course	TON	1110	\$ 60.00	\$ 66,600.00	\$ 43.50	\$ 48,285.00	\$ 78.77	\$ 87,434.70	\$ 61.00	\$ 67,710.00
A-20	5-04.5SP	Planing Bituminous Pavement	SY	1325	\$ 14.00	\$ 18,550.00	\$ 10.00	\$ 13,250.00	\$ 15.85	\$ 21,001.25	\$ 35.00	\$ 46,375.00
A-21	5-04.5SP	Temporary Trench Patch	TON	15	\$ 460.00	\$ 6,900.00	\$ 290.00	\$ 4,350.00	\$ 591.71	\$ 8,875.65	\$ 450.00	\$ 6,750.00
A-22	5-04.5SP	HMA Cl. 1/2" PG 58H-22	TON	240	\$ 181.50	\$ 43,560.00	\$ 275.00	\$ 66,000.00	\$ 205.07	\$ 49,216.80	\$ 244.00	\$ 58,560.00
A-23	5-04.5SP	HMA Cl. 1/2" PG 58H-22 for Overlay	TON	170	\$ 171.00	\$ 29,070.00	\$ 195.00	\$ 33,150.00	\$ 192.64	\$ 32,748.80	\$ 260.00	\$ 44,200.00
A-24	5-04.5SP	HMA Cl. 3/8" PG 58H-22 for Walkway	TON	510	\$ 187.00	\$ 95,370.00	\$ 231.50	\$ 118,065.00	\$ 211.29	\$ 107,757.90	\$ 245.00	\$ 124,950.00
A-25	5-04.5SP	Speed Cushion	EA	2	\$ 990.00	\$ 1,980.00	\$ 1,100.00	\$ 2,200.00	\$ 1,118.57	\$ 2,237.14	\$ 4,200.00	\$ 8,400.00
A-26	5-04.5SS	Asphalt Price Cost Adjustment	CALC	1	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
A-27	7-04.5SP	DI Storm Sewer Pipe 8 In. Diam	LF	30	\$ 148.00	\$ 4,440.00	\$ 112.50	\$ 3,375.00	\$ 124.35	\$ 3,730.50	\$ 380.00	\$ 11,400.00
A-28	7-04.5SP	PVC Storm Sewer Pipe 12 In. Diam	LF	260	\$ 174.00	\$ 45,240.00	\$ 82.00	\$ 21,320.00	\$ 84.19	\$ 21,889.40	\$ 120.00	\$ 31,200.00
A-29	7-04.5SP	DI Storm Sewer Pipe 12 In. Diam	LF	25	\$ 229.00	\$ 5,725.00	\$ 202.50	\$ 5,062.50	\$ 153.27	\$ 3,831.75	\$ 550.00	\$ 13,750.00
A-30	7-05.5SP	Catch Basin Type I	EA	6	\$ 1,520.00	\$ 9,120.00	\$ 2,700.00	\$ 16,200.00	\$ 2,115.37	\$ 12,692.22	\$ 4,150.00	\$ 24,900.00
A-31	7-05.5SP	Catch Basin Type II - 48 In Diam.	EA	4	\$ 3,405.00	\$ 13,620.00	\$ 5,300.00	\$ 21,200.00	\$ 3,869.88	\$ 15,479.52	\$ 6,900.00	\$ 27,600.00
A-32	7-05.5SP	Beehive Grate	EA	4	\$ 2,730.00	\$ 10,920.00	\$ 875.00	\$ 3,500.00	\$ 1,287.17	\$ 5,148.68	\$ 1,300.00	\$ 5,200.00
A-33	7-05.5SP	Solid Lid Replacement	EA	7	\$ 1,312.00	\$ 9,184.00	\$ 1,425.00	\$ 9,975.00	\$ 1,287.17	\$ 9,010.19	\$ 1,200.00	\$ 8,400.00
A-34	7-05.5SP	Adjust Manhole	EA	2	\$ 500.00	\$ 1,000.00	\$ 1,350.00	\$ 2,700.00	\$ 1,287.17	\$ 2,574.34	\$ 2,800.00	\$ 5,600.00
A-35	7-05.5SP	Adjust Catch Basin Frame and Grate	EA	8	\$ 500.00	\$ 4,000.00	\$ 1,350.00	\$ 10,800.00	\$ 1,287.17	\$ 10,297.36	\$ 850.00	\$ 6,800.00
A-36	7-05.5SP	Adjust Water Meter Box	EA	1	\$ 500.00	\$ 500.00	\$ 900.00	\$ 900.00	\$ 402.80	\$ 402.80	\$ 800.00	\$ 800.00
A-37	7-05.5SP	Adjust Water Valve	EA	4	\$ 500.00	\$ 2,000.00	\$ 1,225.00	\$ 4,900.00	\$ 402.79	\$ 1,611.16	\$ 750.00	\$ 3,000.00
A-38	8-01.5SP	Temporary Erosion and Sedimentation Co ntrol	LS	1	\$ 500.00	\$ 500.00	\$ 19,500.00	\$ 19,500.00	\$ 56,148.92	\$ 56,148.92	\$ 36,555.00	\$ 36,555.00
A-39	8-02.5SP	Property Restoration	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 23,450.00	\$ 23,450.00	\$ 62,142.88	\$ 62,142.88	\$ 22,277.00	\$ 22,277.00
A-40	8-02.5SP	Topsoil Type C	CY	135	\$ 109.00	\$ 14,715.00	\$ 83.00	\$ 11,205.00	\$ 113.79	\$ 15,361.65	\$ 65.00	\$ 8,775.00
A-41	8-02.5SP	Seeded Lawn Installation	SY	1085	\$ 3.50	\$ 3,797.50	\$ 2.75	\$ 2,983.75	\$ 26.85	\$ 29,132.25	\$ 5.00	\$ 5,425.00
A-42	8-04.5SP	Dual Sloped Mountable Curb	LF	80	\$ 104.00	\$ 8,320.00	\$ 59.00	\$ 4,720.00	\$ 62.14	\$ 4,971.20	\$ 59.00	\$ 4,720.00
A-43	8-04.5SP	Cement Conc. Traffic Curb and Gutter	LF	2895	\$ 33.00	\$ 95,535.00	\$ 30.50	\$ 88,297.50	\$ 51.33	\$ 148,600.35	\$ 68.00	\$ 196,860.00
A-44	8-04.5SP	LID Curb Inlet	EA	18	\$ 289.00	\$ 5,202.00	\$ 390.00	\$ 7,020.00	\$ 248.57	\$ 4,474.26	\$ 2,170.00	\$ 39,060.00
A-45	8-04.5SP	Cement Conc. Pedestrian Curb	LF	705	\$ 33.00	\$ 23,265.00	\$ 52.75	\$ 37,188.75	\$ 47.23	\$ 33,297.15	\$ 53.00	\$ 37,365.00
A-46	8-05.5SP	Adjust Gas Valve	EA	1	\$ 500.00	\$ 500.00	\$ 1,400.00	\$ 1,400.00	\$ 402.80	\$ 402.80	\$ 980.00	\$ 980.00
A-47	8-09.5SS	Raised Pavement Marker Type 2	HUND	0.5	\$ 2,000.00	\$ 1,000.00	\$ 2,100.00	\$ 1,050.00	\$ 2,175.00	\$ 1,087.50	\$ 2,200.00	\$ 1,100.00
A-48	8-10.5SP	Flexible Guide Post	EA	12	\$ 155.00	\$ 1,860.00	\$ 350.00	\$ 4,200.00	\$ 360.43	\$ 4,325.16	\$ 295.00	\$ 3,540.00
A-49	8-12.5SP	Chain Link Fence	LF	355	\$ 60.00	\$ 21,300.00	\$ 51.00	\$ 18,105.00	\$ 53.44	\$ 18,971.20	\$ 67.00	\$ 23,785.00
A-50	8-14.5SP	Cement Conc. Sidewalk	SY	140	\$ 125.00	\$ 17,500.00	\$ 90.00	\$ 12,600.00	\$ 80.79	\$ 11,310.60	\$ 143.00	\$ 20,020.00
A-51	8-14.5SP	Cement Conc. Curb Ramp Type Parallel	EA	11	\$ 2,090.00	\$ 22,990.00	\$ 3,500.00	\$ 38,500.00	\$ 1,988.57	\$ 21,874.27	\$ 3,100.00	\$ 34,100.00
A-52	8-14.5SP	Cement Conc. Curb Ramp Type Single Dir ection	EA	6	\$ 5,500.00	\$ 33,000.00	\$ 3,500.00	\$ 21,000.00	\$ 1,988.57	\$ 11,931.42	\$ 5,120.00	\$ 30,720.00
A-53	8-14.5SP	Cement Conc. Curb Ramp Type Combinatio n	EA	5	\$ 3,702.00	\$ 18,510.00	\$ 3,500.00	\$ 17,500.00	\$ 2,237.14	\$ 11,185.70	\$ 3,760.00	\$ 18,800.00
A-54	8-14.5SP	Cement Conc. Bike Ramp	EA	1	\$ 3,603.00	\$ 3,603.00	\$ 1,500.00	\$ 1,500.00	\$ 2,237.14	\$ 2,237.14	\$ 3,888.00	\$ 3,888.00
A-55	8-14.5SP	Cement Conc. Bus Pad	EA	2	\$ 4,125.00	\$ 8,250.00	\$ 3,355.00	\$ 6,710.00	\$ 3,107.15	\$ 6,214.30	\$ 3,190.00	\$ 6,380.00
A-56	8-14.5SP	Pedestrian Refuge Island	EA	1	\$ 6,160.00	\$ 6,160.00	\$ 9,400.00	\$ 9,400.00	\$ 2,485.72	\$ 2,485.72	\$ 3,909.00	\$ 3,909.00
A-57	8-14.5SS	Detectable Warning Surface	SF	335	\$ 59.00	\$ 19,765.00	\$ 38.50	\$ 12,897.50	\$ 72.09	\$ 24,150.15	\$ 143.00	\$ 47,905.00
A-58	8-20.5SP	Illumination System, Complete	LS	1	\$ 294,466.00	\$ 294,466.00	\$ 346,800.00	\$ 346,800.00	\$ 311,612.95	\$ 311,612.95	\$ 276,990.00	\$ 276,990.00
A-59	8-21.5SP	Permanent Signing	LS	1	\$ 26,950.00	\$ 26,950.00	\$ 25,000.00	\$ 25,000.00	\$ 30,450.01	\$ 30,450.01	\$ 26,320.00	\$ 26,320.00
A-60	8-22.5SS	Plastic Crosswalk	SF	1300	\$ 9.00	\$ 11,700.00	\$ 9.50	\$ 12,350.00	\$ 9.94	\$ 12,922.00	\$ 11.00	\$ 14,300.00
A-61	8-22.5SS	Plastic Stop Line	LF	130	\$ 13.00	\$ 1,690.00	\$ 13.60	\$ 1,768.00	\$ 14.29	\$ 1,857.70	\$ 15.00	\$ 1,950.00
A-62	8-22.5SS	Paint Line	LF	2830	\$ 2.00	\$ 5,660.00	\$ 1.50	\$ 4,245.00	\$ 1.43	\$ 4,046.90	\$ 4.00	\$ 11,320.00
A-63	8-22.5SS	Plastic Line	LF	130	\$ 11.00	\$ 1,430.00	\$ 12.00	\$ 1,560.00	\$ 12.43	\$ 1,615.90	\$ 12.00	\$ 1,560.00
A-64	8-22.5SS	Paint Wide Line	LF	1990	\$ 2.00	\$ 3,980.00	\$ 1.75	\$ 3,482.50	\$ 1.86	\$ 3,701.40	\$ 2.00	\$ 3,980.00
A-65	8-22.5SS	Painted Crosshatch Marking	LF	90	\$ 2.50	\$ 225.00	\$ 2.50	\$ 225.00	\$ 2.49	\$ 224.10	\$ 4.00	\$ 360.00
A-66	8-22.5SS	Plastic Speed Bump Symbol	EA	4	\$ 435.00	\$ 1,740.00	\$ 470.00	\$ 1,880.00	\$ 490.93	\$ 1,963.72	\$ 450.00	\$ 1,800.00
A-67	8-22.5SP	Plastic Bicycle Lane Symbol	EA	7	\$ 435.00	\$ 3,045.00	\$ 470.00	\$ 3,290.00	\$ 490.93	\$ 3,436.51	\$ 450.00	\$ 3,150.00
A-68	8-22.5SP	MMA Bicycle Lane Conflict Zone	SF	70	\$ 45.00	\$ 3,150.00	\$ 47.00	\$ 3,290.00	\$ 49.71	\$ 3,479.70	\$ 49.00	\$ 3,430.00
A-69	8-22.5SS	Plastic Traffic Arrow	EA	4	\$ 500.00	\$ 2,000.00	\$ 535.00	\$ 2,140.00	\$ 559.29	\$ 2,237.16	\$ 480.00	\$ 1,920.00
A-70	8-24.5SP	Gravity Block Wall	SF	1375	\$ 50.00	\$ 68,750.00	\$ 96.00	\$ 132,000.00	\$ 93.63	\$ 128,741.25	\$ 166.00	\$ 228,250.00
A-71	8-26.5SP	Potholing For Utilities	EA	9	\$ 500.00	\$ 4,500.00	\$ 550.00	\$ 4,950.00	\$ 2,193.67	\$ 19,743.03	\$ 1,980.00	\$ 17,820.00
						\$ 2,222,622.50	\$ 1,876,391.50		\$ 2,344,647.42		\$ 2,692,628.00	

PUBLIC WORKS CONTRACT

This Contract is made and entered into in duplicate this ____ day of _____, _____ by and between the City of Lake Stevens, a non-charter code city of the State of Washington, hereinafter referred to as "the City", and SRV Construction inc, , a Washington Corporation ("Contractor")

WITNESSETH:

Whereas, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

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

I. Scope of Work.

The Contractor shall do all work and furnish all tools, materials, and equipment in order to accomplish the following project:

91st Ave SE Multi-Use Path Phase 2 Project, Project 23019

in accordance with and as described in

- A. this Contract, and
- B. the Project Manual, which include the attached plans, Specifications, Special Provisions, submittal requirements, attachments, addenda (if any), Bid Form, Performance and Payment Bond, and
- C. the Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation, as may be specifically modified in the attached Specifications and/or Special Provisions, hereinafter referred to as "the standard specifications",
- D. ☐ City of Lake Stevens Engineering Standards (referenced but not attached)
- E. Other _____
- F. Addenda (If any)

and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, except as may otherwise be provided in the Project Manual.

II. Time for Performance and Liquidated Damages / Termination of Contract.

- A. Time is of the essence in the performance of this Contract and in adhering to the time frames specified herein. The Contractor shall commence work within ten (10) calendar days after notice to proceed from the City, and said work shall be physically completed within **50** working days after said notice to proceed, unless a different time frame is expressly provided in writing by the City.
- B. If said work is not completed within the time for physical completion, the Contractor may be required at the City's sole discretion to pay to the City liquidated damages as set forth in the Project Manual, for each and every day said work remains uncompleted after the expiration of the specified time.
- C. Termination of Contract.
 - 1. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.
 - 2. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

III. Compensation and Method of Payment.

- A. The City shall pay the Contractor for work performed under this Contract as detailed in the bid, as incorporated in the Project Manual.
- B. 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.
- C. Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form.
- D. Payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the Request For Information (RFI) and/or Construction Change Order (CCO) process as set forth in the Project Manual. Following approval of the RFI and/or CCO, the Contractor shall submit the standard payment request form(s).
- E. The Contractor shall submit payment requests with a completed Application for Payment form, an example of which is included in the Attachments to this Contract. This form includes a lien waiver certification and shall be notarized before submission. Applications

for payment not signed or notarized 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) days thereafter.

IV. Independent Contractor Relationship.

The relationship created by this Contract is that of independent contracting entities. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City, and the employees of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, or representatives during the performance of this Contract. The Contractor shall assume full responsibility for payment of all wages and salaries and all federal, state, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, workers compensation insurance, social security, and income tax withholding.

V. Prevailing Wage Requirements.

The Contractor shall comply with applicable prevailing wage requirements of the Washington State Department of Labor & Industries, as set forth in Chapter 39.12 RCW and Chapter 296-127 WAC. The Contractor shall document compliance with said requirements and shall file with the City appropriate affidavits, certificates, and/or statements of compliance with the State prevailing wage requirements. The Washington State Prevailing Wage Rates For Public Works Contracts, Snohomish County, incorporated in this Contract have been established by the Department of Labor & Industries and are included as an Attachment to this Contract. The Contractor shall also ensure that any subcontractors or agents of the Contractor shall comply with the prevailing wage and documentation requirements as set forth herein.

VI. Indemnification and Hold Harmless.

- A. The Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers against and from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
- 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 Contract 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.

VII. 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

Contractors 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 written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on 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 e 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 flood 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 \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. 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 City under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

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. City Full Availability of Contractor Limits

If the Contractor 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 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 City evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provisions

The Contractor's Automobile Liability, Commercial General Liability and Builders Risk 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 Contractor's insurance and shall not contribute with it.

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 City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

☐ 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.

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 City 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 ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

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 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.

VIII. Compliance with Laws.

- A. The Contractor shall comply with all applicable federal, state, and local laws, including regulations for licensing, certification, and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as set forth in the Project Manual.
- B. The Contractor shall pay any applicable business and permit fees and taxes which may be required for the performance of the work.
- C. The Contractor shall comply with all legal and permitting requirements as set forth in the Project Manual.

IX. Non-discrimination.

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 demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

- A. The parties will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of the above-stated minorities.
- B. The parties will comply strictly with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of nondiscriminatory requirements in hiring and employment practices and assuring the service of all patrons and customers without discrimination with respect to the above-stated minority status.

X. Assignment and Subcontractors.

- 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 Owner 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 Owner may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the Owner by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the Owner shall not constitute a waiver of any right of the Owner to reject defective work or work not in conformance with the contract documents. If the Owner, 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.

- F. The divisions and sections of the specifications and the identifications of any drawings shall not control the Contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade.
- G. Nothing contained in the contract documents shall create or be construed to create any relationship, contractual or otherwise, between the Owner and any subcontractor or assignee. Nothing in the contract documents shall create any obligation on the part of the Owner to pay or to assure payment of any monies due any subcontractor or assignee.
- H. The Contractor hereby assigns to the City any and all claims for overcharges resulting from antitrust violations as to goods and materials purchased in connection with this Contract, except as to overcharges resulting from antitrust violations commencing after the date of the bid or other event establishing the price of this Contract. In addition, the Contractor warrants and represents that each of its suppliers and subcontractors shall assign any and all such claims for overcharges to the City in accordance with the terms of this provision. The Contractor further agrees to give the City immediate notice of the existence of any such claim.
- I. In addition to all other obligations of the contractor, if the contractor does employ any approved subcontractor, the contractor shall supply to every approved subcontractor a copy of the form, provided in the project manual, to establish written proof that each subcontract and lower-tier subcontract is a written document and contains, as a part, the current prevailing wage rates. The contractor, each approved subcontractor and each approved lower-tier subcontractor shall complete and deliver the form directly to the City.

XI. Contract Administration and Notices.

This Contract shall be administered for the City by the Project Manager, Erik Mangold and shall be administered for the Contractor by the Contractor's Contract Representative, Krysta Verbarendse. 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: 425.622-9400

To Contractor

SRV Construction, Inc.
Attn: Steve Verbarendse, President
PO Box 507
Anacortes, WA 98221
Telephone: 360-675-7100

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.

XII. Interpretation and Venue.

This Contract shall be interpreted and construed in accordance with the laws of the State of Washington. The venue of any litigation between the parties regarding this Contract shall be Snohomish County, Washington.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. Counterparts and Signatures

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

XVIII. ☒ 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 , if applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

CITY OF LAKE STEVENS

SRV Construction, Inc

By: _____
Mayor

By: _____

Printed Name & Title

Attest:

Kelly Chelin, City Clerk

Approved as to Form:

Greg Rubstello, City Attorney