



City of Lake Stevens Vision Statement

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

CITY COUNCIL SPECIAL MEETING AGENDA REMOTE ACCESS ONLY

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Meeting ID # 868 7878 4686

Tuesday, July 14, 2020 – 7:00 p.m.

CALL TO ORDER	7:00 p.m.	Mayor
PLEDGE OF ALLEGIANCE		Mayor
ROLL CALL		
APPROVAL OF AGENDA		Council President
CITIZEN COMMENTS		
COUNCIL BUSINESS		Council President
MAYOR'S BUSINESS		
CITY DEPARTMENT REPORT	Update	
CONSENT AGENDA	<p>*A 2020 Vouchers Barb *B City Council Regular Meeting Minutes of Kathy June 23, 2020 *C City Council Special Meeting Minutes of July Kathy 7, 2020 *D Amendment No. 1 to ILA with Marysville re Jill Movies in the Park *E Adoption of Trail Master Plan Jill *F Resolution 2020-17 re SE Annexation by David Interlocal Agreement *G SE 20th Street BAT Lane Bid Award and Grace/Eric Contract Approval'</p>	

Lake Stevens City Council Special Meeting Agenda

July 14, 2020

*H	Construction Management Contract with HDR re BAT Lane	Grace/Eric
*I	Decant Facility Bid Award and Contract Approval	Aaron/Eric

PUBLIC HEARING:

ACTION ITEMS:	*J Resolution 2020-18 Amending Personnel Policy re Paid Family Medical Leave Act	Anya
	*K Appoint Subcommittee to Study Mayor's Position	Gene
	*L Naming of 18 th ("Festival") Street	Gene
DISCUSSION ITEMS:	*M Public Works Organization Chart - Reorganization	Anya/Eric

CITIZEN COMMENTS

EXECUTIVE SESSION:	Potential Litigation with Possible Action to Follow
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ADJOURN

* ITEMS ATTACHED	** ITEMS PREVIOUSLY DISTRIBUTED	# ITEMS TO BE DISTRIBUTED
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THE PUBLIC IS INVITED TO ATTEND

Special Needs

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

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



**CITY DEPARTMENT REPORT
CITY COUNCIL REGULAR MEETING
July 14, 2020**

City Clerk – Update

Public Records Request Update: In 2019 the City received 1107 requests for public records. These requests are tracked and the City voluntarily completes the JLARC report which measures identified metrics such as staff time and costs of responding to requests for public records. City staff logged 560 hours (not including attorney time) in 2019 responding to public records requests. Using the average of the six staff members who primarily respond to requests, that amounts to \$33,712 in wages (including benefits) as a cost of fulfilling public records. This is an estimate as it is difficult to capture all staff time spent responding to records requests, but they demonstrate a significant cost to the City.

The information gained through the public request logs that are maintained are reported to the Sunshine Committee and state legislature as part of the annual JLARC report. The cost threshold for reporting is \$100,000; however, the more information the legislature has when making decisions around the cost of fulfilling public records requests, the better, so Lake Stevens has completed the report each year since its inception.



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BLANKET VOUCHER APPROVAL
2020

Payroll Direct Deposits	06/25/2020, 07/10/2020	\$484,375.72
Payroll Checks	50709-50712, 50719-50721	\$12,306.01
Electronic Funds Transfers	ACH	\$188,946.47
Claims	50708, 50713-50718, 50722-50832	\$1,558,907.00
Void Checks		
Total Vouchers Approved:		\$2,244,535.20

This 14th day of July 2020

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

Finance Director/Auditing Officer

Mayor



July 14th, 2020

City Expenditures by Type on this voucher packet

Personnel Costs	\$	496,682	22%
Payroll Federal Taxes	\$	90,535	4%
Retirement Benefits - Employer	\$	62,285	3%
Medical Benefits - Employer	\$	-	0%
Other Employer paid Benefits	\$	369	0%
Employee paid benefits - By Payroll	\$	11,314	1%
Supplies	\$	87,706	4%
Professional Services	\$	254,649	11%
Capital *	\$	1,240,996	55%
Total	\$	2,244,535.20	100%

Large Purchases

- * 79th Access and Cavalero Park - \$390,617
- * 20th Street SE Phase II - \$258,914
- * North Cove Park/Mill project - \$294,733
- * Police Station/Evidence Facility - \$195,618



Total for Period
\$1,747,853.47

Checks to be approved for period 06/18/2020 - 07/08/2020

Vendor: Ace Hardware

Check Number: 50722

Invoice No	Check Date	Account Number	Account Name	Description	Amount
66560	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Quick Coupler	\$10.89
66564	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Torch Kit/Paper Towel Holder/Pliers/Tape/Batteries	\$275.61
66565	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Fasteners/Socket Adapter	\$26.05
66587	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Garden Knife/By Pass Pruner	\$69.73
66590	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Recycle Container/Padlocks	\$228.77
66623	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Brush/Tape/Masking Paper/Varnish/Polyester Angle	\$449.79
66634	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	DT All Purpose/Screw Dry CRS	\$46.85
66641	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Swifer Duster/Refills	\$25.05
66671	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Exterior Paint	\$44.68
66696	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Scrubber Pads/Scrub Brush	\$7.18
66722	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Speedlite Square/Spraypaint/T-Bevel	\$33.75
66729	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Pickup Tool	\$37.04
66732	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Locks 4Kalh	\$287.63
66740	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Simple Green Cleaner	\$26.14
					\$1,569.16

Vendor: Ace Hardware

Check Number: 50723

Invoice No	Check Date	Account Number	Account Name	Description	Amount
66766	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Pole Socket	\$36.70
66768	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Repair Coupling	\$15.24
66770	7/8/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Fasteners	\$5.45
66775	7/8/2020	001 008 521 50 30 02	LE-Fleet Minor Equipment	Cartridge Filter	\$19.61
66779	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Caulkgun/Tape Ruler/Fiberglass Tape/Hammer	\$61.00
66786	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Locks 4Kalh	\$431.45
66786	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Locks 4Kalh	\$431.44
66786	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Locks 4Kalh	\$431.44
66789	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Spraypaint/Recycle Container	\$26.69
66791	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Hear Protection/Star Con Lag/Levels	\$114.41
66792	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Garden Hose/Vinyl Hose Washer	\$134.69
66796	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Paint Brush Set/Rust Prevention Paint	\$11.97
66803	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Tape/Flag Mark/Phone Cable/Diffuser/Mark Paint	\$80.31
66812	7/8/2020	001 008 521 21 31 00	LE-Boating Minor Equipment	Spring Snap Light Clips PT45	\$5.65
66872	7/8/2020	001 008 521 50 30 02	LE-Fleet Minor Equipment	Ford Key PT61	\$8.70
					\$1,814.75

Vendor: Active Excavator Rentals Inc

Check Number: 50724

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10424	7/8/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Excavator Rental - Frontier Heights	\$7,303.00
					\$7,303.00

Vendor: Amazon Capital Services

Check Number: 50725

Invoice No	Check Date	Account Number	Account Name	Description	Amount
17LM-6YDJ-XX14	7/8/2020	001 008 521 20 31 02	LE-Minor Equipment	Tactical Assault Pack - First Aid Rucksack	\$54.40
17LM-6YDJ-XX14	7/8/2020	001 008 521 21 31 00	LE-Boating Minor Equipment	Tactical Assault Pack - First Aid Rucksack	\$54.40
197T-T61W-YYGG	7/8/2020	001 008 521 20 31 00	LE-Office Supplies	CV - Credit Surface Case Invoice 1KKC-VJ77-QKMG	(\$53.82)
1L4V-9DD9-LOOP	7/8/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Credit Shipping Charges for Car Light Strip	(\$6.53)
1TN3-FNYP-9K6T	7/8/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Speaker Mic Reinforced Cable for Radios	\$84.92
1VN9-R73G-JFVL	7/8/2020	001 008 521 20 31 00	LE-Office Supplies	USB MicroSD Card Reader/32GB MicroSDHC Card	\$46.88
1VN9-R73G-JFWJ	7/8/2020	001 008 521 21 31 00	LE-Boating Minor Equipment	Chager for Panasonic Toughpad	\$32.04
1YGY-NXFG-MF96	7/8/2020	001 008 521 20 31 05	LE-Equipment - New Officers	Tactical Ear Quick Release Adapter - Warbis L	\$37.34
					\$249.63

Vendor: Amazon Capital Services

Check Number: 50726

Invoice No	Check Date	Account Number	Account Name	Description	Amount
17JL-7HDH-Y7P6	7/8/2020	001 007 558 50 31 00	PL-Office Supplies	Calendars	\$22.49
17Y6-P96R-PJL9	7/8/2020	001 012 594 75 64 00	CS - Pavillion - Capital	RCA Adapter Auio Stereo Cable	\$19.60
1C74-DJXX-1XFX	7/8/2020	001 012 594 75 64 00	CS - Pavillion - Capital	SDI to AV Concerter	\$62.12
1CYG-PWQQ-J6G9	7/8/2020	001 007 559 30 31 00	PB-Office Supplies	Dry Erase Pens	\$22.42
1FVN-FJMK-LM0F	7/8/2020	410 016 531 10 31 01	SW-Office Supplies	Headphones	\$28.32
1GGN-YQKN-QVGW	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Pig Holder/Catcher	\$44.54
1GM1-PXQJ-WHRJ	7/8/2020	001 012 594 75 64 00	CS - Pavillion - Capital	Ethernet Cable	\$53.37
1HLX-1NH4-Q9OW	7/8/2020	001 007 558 50 31 00	PL-Office Supplies	Notebooks	\$15.13
1HTD-Q79J-1FPJ	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Construction Equipment Ignition Key Blank Set/Wire Keychains	\$78.20
1HTD-Q79J-NFJN	7/8/2020	001 003 514 20 31 00	CC-Office Supply	Classification File Folders	\$49.68
1HTD-Q79J-QHCK	7/8/2020	001 013 518 20 31 00	GG-Operating Costs	Conference Room Table Sealer	\$333.48
1KDY-D4ML-4MKR	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Beaver Lure	\$86.67
1R9F-4JXK-NHW1	7/8/2020	001 007 558 50 31 00	PL-Office Supplies	CV - Headphones for Remote Workers	\$28.86
1R9F-4JXK-NHW1	7/8/2020	001 007 559 30 31 00	PB-Office Supplies	CV - Headphones for Remote Workers	\$28.86
1R9F-4JXK-QLDX	7/8/2020	001 007 558 50 31 00	PL-Office Supplies	Displayport to HDMI Cables/USB to HDMI Cable/Mousepad	\$28.98
1R9F-4JXK-QLDX	7/8/2020	001 007 559 30 31 00	PB-Office Supplies	Displayport to HDMI Cables/USB to HDMI Cable/Mousepad	\$28.99
1WTC-MDGC-RFV7	7/8/2020	001 012 594 75 64 00	CS - Pavillion - Capital	RCA Connector Cable for Surveillance CCTV Camera	\$13.02
1X11-T4JK-3Y94	7/8/2020	001 012 594 75 64 00	CS - Pavillion - Capital	Stachion Barricades for The Mill	\$315.01
1X11-T4JX-69NT	7/8/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Heavy Duty Vest/Tactical Flashlight - Building Inspector	\$70.64
1X67-JX4G-YRJP	7/8/2020	001 006 518 80 31 00	IT-Office Supplies	HDMI Cables	\$20.69
					\$1,351.07

Vendor: Artisan Finishing Systems Inc

Check Number: 50727

Invoice No	Check Date	Account Number	Account Name	Description	Amount
46014	7/8/2020	001 007 558 70 31 00	PL - Citywide Beautification	Powder Coating for Wayfinding Signs	\$1,497.41
					\$1,497.41

Vendor: ASCAP

Check Number: 50728

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062020 ASCAP	7/8/2020	001 013 518 20 49 00	GG-Miscellaneous	Additional 2020 Annual ASCAP License Fee	\$11.00
					\$11.00

Vendor: Barrett

Check Number: 50729

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2204	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Street Sweeping Disposal	\$18,375.00
2205	7/8/2020	101 016 542 30 41 02	ST-Professional Service	Debris Removal - Road Repairs on Old Hartford	\$1,007.50
2220	7/8/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Debirs Removal - Frontier Heights	\$8,702.50
2223	7/8/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Debirs Removal - Frontier Heights	\$12,057.50
					\$40,142.50

Vendor: Belson Outdoors LLC

Check Number: 50730

Invoice No	Check Date	Account Number	Account Name	Description	Amount
272466	7/8/2020	002 010 594 76 61 01	Park Acquisition	Bike Racks/Plaza Chairs/Tables/Benches	\$9,967.83
					\$9,967.83

Vendor: Bickford Motors Inc

Check Number: 50731

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1177237	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Instrument Cluster PW3	\$731.06
1178024	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Solenoid Valve	\$33.40
CM1177237	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Credit Instrument Cluster PW3	(\$327.00)
					\$437.46

Vendor: Canon Financial Services Inc

Check Number: 50732

Invoice No	Check Date	Account Number	Account Name	Description	Amount
21553726	7/8/2020	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Repair & Maintenance CH	\$285.26
21575376	7/8/2020	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$17.08
21575376	7/8/2020	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$17.08
					\$319.42

Vendor: CDK Construction Services Inc

Check Number: 50733

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 3 CDK	7/8/2020	306 000 382 20 00 00	PW Retainage	Retainage Police Station/Evidence Facility Project 18035	(\$8,973.30)
PROGRESS 3 CDK	7/8/2020	306 000 594 21 60 00	Police Dept Project Account	Police Station/Evidence Facility Project 18035	\$195,617.94
					\$186,644.64

Vendor: CDW Government Inc

Check Number: 50734

Invoice No	Check Date	Account Number	Account Name	Description	Amount
XZZ2319	7/8/2020	001 012 594 75 64 00	CS - Pavillion - Capital	AXIS SFP Transceiver Module - The Mill	\$91.56
ZCK1853	7/8/2020	001 012 594 75 64 00	CS - Pavillion - Capital	AXIS Pendant Kits - The Mill	\$370.60
ZDM4063	7/8/2020	001 012 594 75 64 00	CS - Pavillion - Capital	AXIS Dome Camera - The Mill	\$3,193.70
ZDV5042	7/8/2020	510 006 518 80 49 18	LR - Microsoft Enterprise Agmt	Microsoft 365 License 6/1/2020 - 4/30/2022	\$7,182.88
ZFH0697	7/8/2020	001 012 594 75 64 00	CS - Pavillion - Capital	Credit Server Rack Enclosure Invoice XHB4713	(\$503.86)
					\$10,334.88

Vendor: Central Welding Supply Co Inc

Check Number: 50735

Invoice No	Check Date	Account Number	Account Name	Description	Amount
B131897	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Gloves/Protractor/Soapstone/Markers	\$133.85
RN06200961	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Argon Gas	\$19.49
					\$153.34

Vendor: Chilwon Corporation
Check Number: 50736

Invoice No	Check Date	Account Number	Account Name	Description	Amount
LSPD013	7/8/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Uniform Cleaning - PD	\$213.20
					\$213.20

Vendor: City of Everett
Check Number: 50737

Invoice No	Check Date	Account Number	Account Name	Description	Amount
120003385	7/8/2020	001 008 554 30 41 00	LE - Animal Control	Animal Control Services May 2020	\$615.00
					\$615.00

Vendor: City of Marysville
Check Number: 50738

Invoice No	Check Date	Account Number	Account Name	Description	Amount
POLIN 20-0048	7/8/2020	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville May 2020	\$2,754.92
POLIN 20-0048	7/8/2020	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville Video Court May 2020	\$232.00
POLIN 20-0050	7/8/2020	001 008 523 60 41 00	LE-Jail	Prisoner Housing SNCO Jail Court Fees May 2020	\$589.57
					\$3,576.49

Vendor: City of Monroe
Check Number: 50739

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0042407	7/8/2020	001 013 518 20 41 00	GG-Professional Service	ILA - Muni Court Options Study Jan-May 2020	\$6,668.54
					\$6,668.54

Vendor: Colacurcio Brothers Inc
Check Number: 50740

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 11	7/8/2020	002 010 594 76 61 01	Park Acquisition	North Cove Park/Pavilion Project 18012	\$26,153.12
PROGRESS 11	7/8/2020	302 010 576 90 31 00	Tree Replacement Expenditures	North Cove Park/Pavilion Project 18012	\$12,400.00
PROGRESS 11	7/8/2020	305 010 594 76 60 00	North Cove Park Cap-Local	North Cove Park/Pavilion Project 18012	\$75,588.19
PROGRESS 11	7/8/2020	305 013 594 57 60 01	Pavillion - Grant Exp	North Cove Park/Pavilion Project 18012	\$68,660.48
PROGRESS 11	7/8/2020	305 016 595 30 60 02	Main Street Project - Local	North Cove Park/Pavilion Project 18012	\$124,331.60
					\$307,133.39

Vendor: Comdata Inc
Check Number: 50741

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20335726	7/8/2020	001 008 521 20 32 00	LE-Fuel	PD Fuel	\$216.80
					\$216.80

Vendor: Comdata Inc
Check Number: 50742

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20335302	7/8/2020	001 007 559 30 32 00	PB-Fuel	Building Fuel	\$68.49
					\$68.49

Vendor: Crystal Springs
Check Number: 50743

Invoice No	Check Date	Account Number	Account Name	Description	Amount
16015194 062020	7/8/2020	001 008 521 50 30 00	LE-Facilities Supplies	Bottled Water - Police Department	\$58.60
					\$58.60

Vendor: Daily Journal of Commerce Inc

Check Number: 50744

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3359360	7/8/2020	411 016 594 31 60 00	Decant Facility Project	Advertisement for Hartford Decant Facility	\$621.60
					\$621.60

Vendor: Davido Consulting Group Inc

Check Number: 50745

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0030111	7/8/2020	410 016 594 31 60 01	SW - Capital Expenditure	Outlet Strategic Planning Engineering Services	\$14,574.50
					\$14,574.50

Vendor: Dept of Licensing

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3986-4120	7/8/2020	633 000 589 30 00 05	Gun Permit - State Remittance	Weapons Permits	\$2,635.00
					\$2,635.00

Vendor: Dept of Retirement (Deferred Comp)

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062520	6/25/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Defere	\$2,590.00
					\$2,590.00

Vendor: Dept of Retirement PERS LEOFF

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062520	6/25/2020	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$62,245.12
062520S	6/25/2020	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions State	\$39.52

Vendor: Dept of Revenue EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
MAY2020	7/8/2020	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes May 2020	\$47.78
MAY2020	7/8/2020	410 016 531 10 44 00	SW-Excise Taxes	Excise Taxes May 2020	\$25,890.25

Vendor: DH Environmental Inc

Check Number: 50746

Invoice No	Check Date	Account Number	Account Name	Description	Amount
8306	7/8/2020	310 016 544 40 41 00	20th St SE - Professional Srv	Asbestos/Lead Paint Testing - Welton House	\$3,724.00
					\$3,724.00

Vendor: Dicks Towing Inc

Check Number: 50747

Invoice No	Check Date	Account Number	Account Name	Description	Amount
71609	7/8/2020	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2020-11315	\$126.27
717258	7/8/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Twoing Services PT-17-75 2017 Dodge Charger	\$115.29
SNO2883	7/8/2020	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2020-10938	\$126.27
SNO4103	7/8/2020	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2020-11242	\$126.27
					\$494.10

Vendor: Duncil

Check Number: 50748

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062220 DUNCIL	7/8/2020	001 000 362 00 00 04	Lundeen Shelter Rental	Refund Lundeen Rental 07/11/2020 Due to COVID-19	\$60.00
					\$60.00

Vendor: EFTPS

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062520	6/25/2020	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$90,535.30
					\$90,535.30

Vendor: Electronic Business Machines

Check Number: 50749

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR168080	7/8/2020	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Repair & Maintenance PL	\$73.52
AR168080	7/8/2020	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Repair & Maintenance PB	\$73.52
AR168080	7/8/2020	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$73.52
AR168080	7/8/2020	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$73.53
AR168312	7/8/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Copier Repair & Maintenance PD	\$122.36
AR168521	7/8/2020	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Repair & Maintenance CH	\$562.45
					\$978.90

Vendor: Equipment Sales Company Inc

Check Number: 50750

Invoice No	Check Date	Account Number	Account Name	Description	Amount
22207	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Move SM18 4post over 5 ft Including Anchors - Shop Lift	\$563.16
22207	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Move SM18 4post over 5 ft Including Anchors - Shop Lift	\$563.17
22207	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Move SM18 4post over 5 ft Including Anchors - Shop Lift	\$563.17
					\$1,689.50

Vendor: Everett Stamp Works

Check Number: 50751

Invoice No	Check Date	Account Number	Account Name	Description	Amount
29478	7/8/2020	001 007 558 50 31 00	PL-Office Supplies	Nameplates - Levitan/Ewijk/Perron	\$30.95
29478	7/8/2020	001 007 559 30 31 00	PB-Office Supplies	Nameplates - Levitan/Ewijk/Perron	\$30.96
					\$61.91

Vendor: Everett Steel Inc

Check Number: 50752

Invoice No	Check Date	Account Number	Account Name	Description	Amount
296892	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Flat Bars	\$120.14
296892	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Flat Bars	\$120.14
296892	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Flat Bars	\$120.14
297151	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Storage Racks for Shop	\$331.46
297151	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Storage Racks for Shop	\$331.46
297151	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Storage Racks for Shop	\$331.46
297449	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Flat Bar/Square Tube	\$406.77
297449	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Flat Bar/Square Tube	\$406.77
297449	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Flat Bar/Square Tube	\$406.77
298443	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Sheet/HR Round	\$170.41
					\$2,745.52

Vendor: Fastenal Company

Check Number: 50753

Invoice No	Check Date	Account Number	Account Name	Description	Amount
WAARN140514	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Wrench Kit	\$114.51
WAARN140514	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Wrench Kit	\$114.50
WAARN140514	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Wrench Kit	\$114.50
					\$343.51

Vendor: FBI - LEEDA

Check Number: 50754

Invoice No	Check Date	Account Number	Account Name	Description	Amount
200042788	7/8/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - Dist Learn Advanced Liability - Christensen	\$350.00
200044471	7/8/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - Dist Learn Basic Supervisor Liability - Bryant	\$350.00
					\$700.00

Vendor: Feldman and Lee

Check Number: 50755

Invoice No	Check Date	Account Number	Account Name	Description	Amount
060120 FELDMAN	7/8/2020	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services June 2020	\$10,000.00
					\$10,000.00

Vendor: Fish

Check Number: 50708

Invoice No	Check Date	Account Number	Account Name	Description	Amount
47890	6/19/2020	001 000 284 00 00 00	Payroll Liability Other	Replacement for check 47890	\$966.38
					\$966.38

Vendor: Flower World Inc

Check Number: 50756

Invoice No	Check Date	Account Number	Account Name	Description	Amount
85311	7/8/2020	001 012 575 50 31 00	CS- Pavillion - Ops	Annuals/Foliage for Planters outside The Mill	\$328.86
85644	7/8/2020	001 012 575 50 31 00	CS- Pavillion - Ops	Annuals/Foliage for Planters outside The Mill	\$352.99
85644	7/8/2020	001 013 518 20 31 00	GG-Operating Costs	Annuals/Foliage for Planters outside City Hall	\$353.00
85662	7/8/2020	001 012 575 50 31 00	CS- Pavillion - Ops	Annuals/Foliage for Pots/Hanging outside The Mill	\$410.47
					\$1,445.32

Vendor: Grainger

Check Number: 50757

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9569854392	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Dry Erase Markers/Perm Markers	\$90.37
					\$90.37

Vendor: Granite Construction Supply

Check Number: 50758

Invoice No	Check Date	Account Number	Account Name	Description	Amount
80951	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Orange Vest	\$15.32
					\$15.32

Vendor: Greenshields Industrial Supply Inc

Check Number: 50759

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1-93415	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Transfer Pump/Pipe Nipple/Zee Line/Filters/Pliers	\$728.48
1-93536	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Level Stabila Torpedo	\$54.85

\$783.33

Vendor: Griffen

Check Number: 50760

Invoice No	Check Date	Account Number	Account Name	Description	Amount
XZ0458235	7/8/2020	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	\$300.00
					\$300.00

Vendor: Harbor Freight Tools

Check Number: 50761

Invoice No	Check Date	Account Number	Account Name	Description	Amount
917568	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Soapstone/Cords/Welding Magnets/Roller Stand/Hose Reel	\$77.37
917568	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Soapstone/Cords/Welding Magnets/Roller Stand/Hose Reel	\$77.38
917568	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Soapstone/Cords/Welding Magnets/Roller Stand/Hose Reel	\$77.38
917957	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Moving Blankets/Nylon Spring Clamps	\$35.66
917957	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Moving Blankets/Nylon Spring Clamps	\$35.66
917957	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Moving Blankets/Nylon Spring Clamps	\$35.66
					\$339.11

Vendor: HB Jaeger Co LLC

Check Number: 50762

Invoice No	Check Date	Account Number	Account Name	Description	Amount
U2016028931	7/8/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	PVC Green Pipe - Frontier Heights	\$635.98
U2016029652	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Storm Drain Pipe/SHort Turn/Tee/Caps/PVC Cement	\$1,232.13
					\$1,868.11

Vendor: HERC Rentals Inc

Check Number: 50763

Invoice No	Check Date	Account Number	Account Name	Description	Amount
31511504-001	7/8/2020	101 016 542 30 45 00	ST-Rentals-Leases	Thatcher Walkbehind	\$247.05
					\$247.05

Vendor: Hobbs

Check Number: 50764

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061920 HOBBS	7/8/2020	001 000 362 00 00 09	Property Leases	Reimburse Overpayment of Rent for July	\$250.00
061920 HOBBS	7/8/2020	633 000 389 30 00 04	Leasehold Excise Tax Receipts	Reimburse Overpayment of Rent for July	\$32.10
					\$282.10

Vendor: Home Depot

Check Number: 50765

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1011947	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Wire Connectors/Staples/Staple Hammer - Park Lighting	\$98.29
1013483	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Paint Covers/Trays/Brushes/Hand Masker Dispenser	\$350.64
2010644	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	2X2 Wood	\$74.69
2010652	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Utility Knife/Careenter Sq/Utility Blade Set/Project Panel	\$34.80
3013094	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Duts Pans/Brooms/Mops	\$119.75
4010485	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Framers Suspension Rig/Rotary Hammer/Hooks/Sockets	\$849.30
5011478	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Sealant/Steel Gauge Roof Panels/Screws	\$173.36
5012741	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Concrete Mix	\$14.71
5012809	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Caulk Backer Rod/Metal Cutoff Blade/Grinding Discs	\$32.10
5014399	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Timber/Sheathing Plywood	\$118.16
5014399	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Timber/Sheathing Plywood	\$118.17
5014399	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Timber/Sheathing Plywood	\$118.17
5014481	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Wire Closet Organizer/Shelving/Toggle Bolt/Bracket	\$139.10

7014124	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Plywood/Chalkboard/Rollers/Corner Door Hinges	\$127.45
9011037	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Extension Cords/Plywood	\$503.37
9012249	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Spray Paint/Trash Cans/Nickel Plated Numbers/Drainage	\$410.21
					\$3,282.27

Vendor: Honey Bucket

Check Number: 50766

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0551582739	7/8/2020	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	\$123.50
0551590441	7/8/2020	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	\$330.89
0551606078	7/8/2020	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Wyatt Park/Davies Beach	\$142.50
					\$596.89

Vendor: Horizon Distributors Inc

Check Number: 50767

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2M098390	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Rain Bird/Turfgro	\$1,049.74
					\$1,049.74

Vendor: HSA Bank

Check Number: 50713

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062520	6/25/2020	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	\$456.24
					\$456.24

Vendor: Industrial Bolt & Supply Inc

Check Number: 50768

Invoice No	Check Date	Account Number	Account Name	Description	Amount
730614-1	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Serrated Tek Screw	\$157.43
731705-1	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Cutoff Wheel/Air Tool Conditioner/Industrial Plug/Shank Dрап	\$203.67
					\$361.10

Vendor: Iron Mountain Quarry LLC

Check Number: 50769

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0303151	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Rock	\$405.14
0303644	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Rock	\$436.08
0303644	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Rock	\$436.09
0303689	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Rock/Solid Waste Refuse/Concrete/Brick Debris	\$610.69
0303754	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Rock	\$37.89
0303804	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Rock - Hartford Shoulder	\$752.75
					\$2,678.64

Vendor: J Thayer Company Inc

Check Number: 50770

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1458233-1	7/8/2020	001 013 518 20 31 00	GG-Operating Costs	LCD/Plasma Wipes	\$19.60
1458266-0	7/8/2020	001 013 518 20 31 00	GG-Operating Costs	Appt Book	\$29.34
1459640-0	7/8/2020	001 007 559 30 31 00	PB-Office Supplies	Folders	\$32.83
1459640-0	7/8/2020	001 013 518 20 31 00	GG-Operating Costs	Soap/Post Its Notes/Appt Book	\$21.77
1459640-1	7/8/2020	001 013 518 20 31 00	GG-Operating Costs	Soap/Appt Book	\$16.10
1460473-0	7/8/2020	001 013 518 20 31 00	GG-Operating Costs	Trash Bags/Cleaner/Duster/Plunger/Soap	\$616.89
1460481-0	7/8/2020	410 016 531 10 31 01	SW-Office Supplies	Erasers/Markers	\$14.94
1460737-0	7/8/2020	001 012 575 50 31 00	CS- Pavillion - Ops	Toilet Paper - The Mill	\$178.72

1461038-0	7/8/2020	001 013 518 20 31 00	GG-Operating Costs	CV - Clorox Wipes	\$52.26
1461117-0	7/8/2020	001 007 558 50 31 00	PL-Office Supplies	Paper/Folders/Labels	\$179.69
1461117-0	7/8/2020	001 007 559 30 31 00	PB-Office Supplies	Paper	\$28.82
1461117-0	7/8/2020	001 013 518 20 31 00	GG-Operating Costs	Pens/Batteries	\$41.77
1461181-0	7/8/2020	001 007 558 50 31 00	PL-Office Supplies	Wastebasket/File Partition	\$43.00
C1458266-0	7/8/2020	001 013 518 20 31 00	GG-Operating Costs	Credit - Appt Book	(\$29.34)
					\$1,246.39

Vendor: Krazan & Associates Inc

Check Number: 50771

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1616750-26402	7/8/2020	301 016 595 30 60 01	20th St SE Phase II Construct	Engineering Services - 20th St SE Phase II	\$515.00
					\$515.00

Vendor: Lake Industries LLC

Check Number: 50772

Invoice No	Check Date	Account Number	Account Name	Description	Amount
38343	7/8/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Fill Hauled In - Dry Materials - Frontier Heights	\$2,172.00
38345	7/8/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Fill Hauled In - Dry Materials - Frontier Heights	\$720.00
38367	7/8/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Fill Hauled In - Dry Materials - Frontier Heights	\$2,760.00
38368	7/8/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Fill Hauled In - Dry Materials - Frontier Heights	\$720.00
38372	7/8/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Fill Hauled In - Dry Materials - Frontier Heights	\$2,820.00
38382	7/8/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Fill Hauled In - Dry Materials - Frontier Heights	\$2,760.00
38387	7/8/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Fill Hauled In - Dry Material - Frontier Heights	\$1,092.00
38389	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Fill Hauled In - Dry Material - PW Yard	\$462.00
38391	7/8/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Fill Hauled In - Dry Material - Frontier Heights	\$1,008.00
					\$14,514.00

Vendor: Lake Stevens Chamber of Commerce

Check Number: 50773

Invoice No	Check Date	Account Number	Account Name	Description	Amount
070120 CHAMBER	7/8/2020	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC July 2020	\$1,500.00
					\$1,500.00

Vendor: Lake Stevens Police Guild

Check Number: 50714

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062520	6/25/2020	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,121.00
					\$1,121.00

Vendor: Leavitt Machinery USA Inc

Check Number: 50774

Invoice No	Check Date	Account Number	Account Name	Description	Amount
SO00936433	7/8/2020	001 012 575 50 31 00	CS- Pavillion - Ops	CV - Walk Behind Floor Cleaner - The Mill	\$9,101.50
					\$9,101.50

Vendor: Lemay Mobile Shredding Inc

Check Number: 50775

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4663997	7/8/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	\$17.26
4663998	7/8/2020	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	\$12.33
					\$29.59

Vendor: Les Schwab Tire Center

Check Number: 50776

Invoice No	Check Date	Account Number	Account Name	Description	Amount
40200507217	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Tires/Balance 1998 Chevy 3500 Dually	\$538.22
40200507217	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Tires/Balance 1998 Chevy 3500 Dually	\$538.22

Vendor: LN Curtis & Sons

Check Number: 50777

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV394378	7/8/2020	001 008 521 20 31 05	LE-Equipment - New Officers	Duty Holster - Warbis L	\$168.24
INV394517	7/8/2020	001 008 521 20 31 05	LE-Equipment - New Officers	Shirts - Warbis L	\$206.22
INV395069	7/8/2020	001 008 521 20 31 05	LE-Equipment - New Officers	Tie Bar - Warbis L	\$29.15
INV396304	7/8/2020	001 008 521 20 31 05	LE-Equipment - New Officers	Armorskin Long Sleeve Base Shirt - Warbis L	\$82.71
INV396736	7/8/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Ballistic Vest/Concealable Carrier	\$1,277.33

Vendor: MarketWurks Management Inc

Check Number: 50778

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1179	7/8/2020	001 007 571 00 30 00	PL-Park & Recreation	Farmers Market 2020 MarketWurks Subscription	\$1,000.00

Vendor: Method Barricade & Construction Supply LLC

Check Number: 50779

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12980	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Wayfinding Signs	\$376.05
12981	7/8/2020	101 016 542 64 31 00	ST-Traffic Control - Supply	Speed Limit Signs	\$115.00

Vendor: Motor Trucks International and Idealease Inc

Check Number: 50780

Invoice No	Check Date	Account Number	Account Name	Description	Amount
ES128999	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Brakes/Exhaust Manifold/Mud Flaps/Lights PW 1997 Ford	\$2,291.08
ES128999	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Brakes/Exhaust Manifold/Mud Flaps/Lights PW 1997 Ford	\$2,291.08

Vendor: Nationwide Retirement Solution

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062520	6/25/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$4,420.00

Vendor: Nelson Distributing Inc

Check Number: 50781

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0734251-IN	7/8/2020	001 010 576 80 32 00	PK-Fuel Costs	Unleaded/Diesel Fuel	\$1,727.79
0734251-IN	7/8/2020	101 016 542 30 32 00	ST-Fuel	Unleaded/Diesel Fuel	\$1,727.78
0734251-IN	7/8/2020	410 016 531 10 32 00	SW-Fuel	Unleaded/Diesel Fuel	\$1,727.78

Vendor: O Reilly Auto Parts

Check Number: 50782

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-193695	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Oil Filter/Air Filter/Stubby Skts PW3	\$22.54

2960-194353	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Motor Oil/Air Filter/Wiper Blades	\$126.65
2960-194353	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Motor Oil/Air Filter/Wiper Blades	\$126.66
2960-194353	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Motor Oil/Air Filter/Wiper Blades	\$126.66
2960-194463	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Spray Paint	\$43.55
2960-195400	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Diesel Exhaust Fluid	\$30.49
2960-195400	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Diesel Exhaust Fluid	\$30.50
2960-195400	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Diesel Exhaust Fluid	\$30.50
2960-196733	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Encore Subscription	\$762.99
2960-196901	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Extra Seal Mounting Compunds	\$9.77
2960-197222	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Branick Industries Brake Bleeder	\$183.56
2960-197222	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Branick Industries Brake Bleeder	\$183.55
2960-197222	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Branick Industries Brake Bleeder	\$183.55
2960-197223	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Branick Industries Adaptor Set	\$91.55
2960-197223	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Branick Industries Adaptor Set	\$91.56
2960-197223	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Branick Industries Adaptor Set	\$91.56
					\$2,135.64

Vendor: Office of The State Treasurer

Check Number: 50783

Invoice No	Check Date	Account Number	Account Name	Description	Amount
060120 STATE	7/8/2020	633 000 589 30 00 03	State Building Permit Remit	State Court Fees June 2020	\$605.00
060120 STATE	7/8/2020	633 000 589 30 00 04	State Court Remittance	State Court Fees June 2020	\$23,057.53
					\$23,662.53

Vendor: Ogden Murphy Wallace PLLC

Check Number: 50784

Invoice No	Check Date	Account Number	Account Name	Description	Amount
839788	7/8/2020	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services May 2020	\$30,123.05
839788	7/8/2020	001 011 515 41 41 01	Ext Consult - PRA	Legal Services Public Records May 2020	\$6,141.50
839788	7/8/2020	401 070 535 10 41 00	SE-Professional Service	Legal Services Sewer May 2020	\$1,045.00
					\$37,309.55

Vendor: Olympic Paving Inc

Check Number: 50785

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1902-1	7/8/2020	303 000 382 20 00 00	Retainage	Retainage - Asphalt Paving PW Fuel Station Project 19005	(\$883.95)
1902-1	7/8/2020	303 016 594 42 60 01	Fuel System Construction	Asphalt Paving PW Fuel Station Project 19005	\$19,270.11
					\$18,386.16

Vendor: Outcomes by Levy LLC

Check Number: 50786

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020-06-LS	7/8/2020	001 013 511 70 40 00	Lobbying Services	CV - Legislative/Regulatory Consulting June 2020	\$2,049.60
2020-06-LS	7/8/2020	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting June 2020	\$2,750.40
					\$4,800.00

Vendor: Pacific Northwest Scale Co Inc

Check Number: 50787

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20-0616	7/8/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Scale Calibration/Certification Services	\$354.25
					\$354.25

Vendor: Pitney Bowes
Check Number: 50788

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3311501987	7/8/2020	001 013 518 20 45 00	GG-Rental & Services	Postage Machine Rental 04/23/20 - 07/22/20	\$353.32
					\$353.32

Vendor: Pix4D Inc
Check Number: 50789

Invoice No	Check Date	Account Number	Account Name	Description	Amount
002252	7/8/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - Pix4D Mapper - S Warbis/Aukerman/Anderson	\$447.00
					\$447.00

Vendor: Proforce Marketing Inc
Check Number: 50790

Invoice No	Check Date	Account Number	Account Name	Description	Amount
413497	7/8/2020	001 008 521 20 31 05	LE-Equipment - New Officers	Firearms for New Officer - Warbis L (PO 1778)	\$507.52
414748	7/8/2020	001 008 521 20 31 05	LE-Equipment - New Officers	Firearms for New Officer - Warbis L (PO 1778)	\$108.06

Vendor: Puget Sound Clean Air Agency
Check Number: 50791

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q3 2020 PSCAA	7/8/2020	001 013 553 70 41 00	GG - Air Pollution	Q3 2020 Clean Air Assessment	\$5,464.50
					\$5,464.50

Vendor: Puget Sound Energy
Check Number: 50792

Invoice No	Check Date	Account Number	Account Name	Description	Amount
22339471 0620	7/8/2020	001 012 575 50 31 00	CS- Pavillion - Ops	Natural Gas - The Mill	\$70.82
24316495 0620	7/8/2020	001 010 576 80 47 00	PK-Utilities	Natural Gas - City Shop	\$91.94
24316495 0620	7/8/2020	101 016 543 50 47 00	ST-Utilities	Natural Gas - City Shop	\$91.94
24316495 0620	7/8/2020	410 016 531 10 47 00	SW-Utilities	Natural Gas - City Shop	\$91.97
3723810 0620	7/8/2020	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - N Lakeshore Dr	\$58.04
					\$404.71

Vendor: Quadient Finance USA Inc
Check Number: 50793

Invoice No	Check Date	Account Number	Account Name	Description	Amount
80346335 0621	7/8/2020	001 008 521 20 42 00	LE-Communication	Postage/Supply Purchase PD	\$255.74
					\$255.74

Vendor: Radarsign LLC
Check Number: 50794

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10870	7/8/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Radar Sign Batteries	\$1,333.08
					\$1,333.08

Vendor: Rexel USA Inc
Check Number: 50795

Invoice No	Check Date	Account Number	Account Name	Description	Amount
OK29523	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Terminal Strip/Terminal Strip Jumper	\$88.95
OK30355	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Circuit Breakers Panelboards	\$954.19
OL41453	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Portable Cord/Power Inlet/Strain Relief Grip	\$275.00

\$1,318.14

Vendor: RP Electronics Inc

Check Number: 50796

Invoice No	Check Date	Account Number	Account Name	Description	Amount
6209	7/8/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Security Monitoring PD Bldg C/Training Center	\$212.55
6210	7/8/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Fire Alarm Monitoring 1819 S Lake Stevens Rd	\$212.55
					\$425.10

Vendor: Smarsh Inc

Check Number: 50797

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV00596891	7/8/2020	510 006 518 80 49 05	LR - Smarsh	Archiving Platform	\$660.00
					\$660.00

Vendor: Smartsheet Inc

Check Number: 50798

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV204871	7/8/2020	001 004 514 23 41 00	FI-Professional Service	Project Management Subscription Services & Licenses	\$3,188.00
					\$3,188.00

Vendor: Snohomish County 911

Check Number: 50799

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2648	7/8/2020	001 008 528 00 41 00	LE - SNO911	Dispatch Services	\$31,935.50
					\$31,935.50

Vendor: Snohomish County Auditor

Check Number: 50800

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061920 SNOCO	7/8/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Recording Frontier Heights NGPA Easement	\$108.50
					\$108.50

Vendor: Snohomish County Parks and Recreation

Check Number: 50801

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1000530492	7/8/2020	304 016 595 30 60 01	79th Ave SE Access Road	79th Ave SE Access Road Improvements	\$266,582.48
1000530493	7/8/2020	302 010 594 76 61 05	PM - Cavelero Park	Cavelero Park Improvements	\$124,034.32
					\$390,616.80

Vendor: Snohomish County PUD

Check Number: 50802

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100437518	7/8/2020	001 010 576 80 47 00	PK-Utilities	203582010 Lundein Restrooms Electric	\$218.88
100437518	7/8/2020	001 010 576 80 47 00	PK-Utilities	203582010 Lundein Restrooms Water	\$1,300.21
100437518	7/8/2020	001 012 557 30 40 01	CS - VIC Utilities	203582010 Visitor Information Center Electric	(\$32.65)
100437518	7/8/2020	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	\$19.65
108668853	7/8/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	\$65.91
121891221	7/8/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Street Lights 8533 15th St NE	\$75.89
121891221	7/8/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal 8718 17th St NE	\$142.09
121893000	7/8/2020	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	\$17.17
128493221	7/8/2020	001 010 576 80 47 00	PK-Utilities	222509887 Wyatt Park Electric/Water	\$136.08
128493222	7/8/2020	001 010 576 80 47 00	PK-Utilities	222509911 Wyatt Park Electric/Water	\$71.50
131802275	7/8/2020	001 008 521 50 47 00	LE-Facility Utilities	204719082 New PD Station Water/Electric	\$501.75
135106689	7/8/2020	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$43.70
138315773	7/8/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	\$45.13

148255642	7/8/2020	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	\$84.24
148255642	7/8/2020	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	\$84.22
148255642	7/8/2020	410 016 531 10 47 00	SW-Utilities	221908015 City Shop Mechanic	\$84.21
154798982	7/8/2020	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	\$226.61
154798982	7/8/2020	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	\$226.61
154798982	7/8/2020	410 016 531 10 47 00	SW-Utilities	203599006 City Shop Electric/Water	\$226.68
154800830	7/8/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	\$97.18
154800830	7/8/2020	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	\$64.47
158000902	7/8/2020	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	\$62.57
167616671	7/8/2020	001 008 521 50 47 00	LE-Facility Utilities	203033030 Police Dept Electric	\$349.46
167616671	7/8/2020	001 008 521 50 47 00	LE-Facility Utilities	203033030 Police Dept Water	(\$3.04)
					\$4,108.52

Vendor: Snohomish County PW

Check Number: 50803

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1000529652	7/8/2020	410 016 531 10 41 07	SW-Billing Fees	ILA Billing - Surface Water Management Annual	\$34,013.42
1000530616	7/8/2020	101 016 542 64 48 00	ST-Traffic Control - R&M	Singal/Sign Repair & Maint May 2020	\$2,756.12
1000530617	7/8/2020	101 016 542 30 41 02	ST-Professional Service	Bridge Inspection Services May 2020	\$439.01
					\$37,208.55

Vendor: Snohomish County Sheriffs Office

Check Number: 50804

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020-6374	7/8/2020	001 008 523 60 41 00	LE-Jail	Jail Services May 2020	\$5,774.91
					\$5,774.91

Vendor: Snohomish County Treasurer

Check Number: 50805

Invoice No	Check Date	Account Number	Account Name	Description	Amount
070220 SNOCO	7/8/2020	633 000 589 30 00 06	Crime Victims Compensation	Crime Victims Compensation June 2020	\$348.49
					\$348.49

Vendor: Sonsray Machinery LLC

Check Number: 50806

Invoice No	Check Date	Account Number	Account Name	Description	Amount
P13482-09	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Skid Shoes PW50	\$341.87
					\$341.87

Vendor: Sound Equipment Rental & Sales

Check Number: 50807

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18252	7/8/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Dozer Komatsu D-37 Wide Rental - Frontier Heights	\$5,439.10
					\$5,439.10

Vendor: Sound Publishing Inc

Check Number: 50808

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH899576	7/8/2020	001 007 558 50 41 03	PL-Advertising	20th St SE BAT Lane Widening NPDES	\$101.12
EDH899866	7/8/2020	001 007 558 50 41 03	PL-Advertising	CC PH LUA2020-0062	\$101.12
EDH900223	7/8/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2020-0057 SEPA Robinson Dock Extension	\$104.98
EDH900393	7/8/2020	304 016 595 60 60 05	Trestle/HOV Lane	Advertisment US2 Trestle HOV Project 18021	\$363.09
EDH900672	7/8/2020	001 007 558 50 41 03	PL-Advertising	LUA2020-0085 CUP PW Decant Facility	\$202.24
EDH900688	7/8/2020	001 007 558 50 41 03	PL-Advertising	LUA2020-0069 Food Truck Regulations	\$108.12

EDH900741	7/8/2020	001 013 518 30 41 01	GG-Advertising	Ordinance 1091	\$30.53
EDH900757	7/8/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2020-0078 Rung Grading	\$75.78
EDH900850	7/8/2020	001 013 518 30 41 01	GG-Advertising	CC Cancel Workshop 06/16/2020	\$37.77
EDH901707	7/8/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0190 Smith Townhomes	\$126.46
EDH901779	7/8/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2020-0101 The Timbers Phase II Final BSP	\$95.69
					\$1,346.90

Vendor: Sound Safety Products Co Inc

Check Number: 50809

Invoice No	Check Date	Account Number	Account Name	Description	Amount
17051/6	7/8/2020	410 016 531 10 26 00	SW Clothing-Boot Allowance	Boots - Stone K	\$152.32
					\$152.32

Vendor: Sound Security Inc

Check Number: 50810

Invoice No	Check Date	Account Number	Account Name	Description	Amount
975903	7/8/2020	001 012 575 50 31 00	CS- Pavillion - Ops	Fire & Security Monitoring The Mill	\$322.50
975903	7/8/2020	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	\$563.54

Vendor: Springbrook Nursery & Trucking Inc

Check Number: 50811

Invoice No	Check Date	Account Number	Account Name	Description	Amount
293682	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Drain Rock	\$21.82
					\$21.82

Vendor: SRV Construction Escrow Acct 101682426

Check Number: 50812

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1263-01	7/8/2020	301 000 382 20 00 00	PW Retainage Held	Retainage 20th Street SE Phase II - Segment 1 Project 18008	\$13,627.04
					\$13,627.04

Vendor: SRV Construction Inc

Check Number: 50813

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1263-01	7/8/2020	301 016 595 30 60 01	20th St SE Phase II Construct	20th Street SE Phase II - Segment 1 Project 18008	\$258,913.53
					\$258,913.53

Vendor: Stellar Event Rentals

Check Number: 50715

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061720 STELLAR	6/25/2020	001 007 571 00 30 00	PL-Park & Recreation	Tent 2020 Music by the Lake 50% Deposit	\$557.24
					\$557.24

Vendor: Stericycle Inc

Check Number: 50814

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3005127006	7/8/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Waste Disposal	\$10.36
					\$10.36

Vendor: Steuber Distributing Co

Check Number: 50815

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2891163	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Cedar Hanging Basket/Hanger Loop	\$126.13
					\$126.13

Vendor: Summit Law Group PLLC

Check Number: 50816

Invoice No	Check Date	Account Number	Account Name	Description	Amount
113774	7/8/2020	001 005 518 10 41 00	HR-Professional Services	General Labor Matters May 2020	\$128.00
					\$128.00

Vendor: Tacoma Screw Products Inc

Check Number: 50817

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18278344	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Nut Stters/Power Bits/Snap Links/Screws/Nuts	\$59.00
18278344	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Nut Stters/Power Bits/Snap Links/Screws/Nuts	\$59.01
18278344	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Nut Stters/Power Bits/Snap Links/Screws/Nuts	\$59.01
18279137	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Steel Wedge Anchors	\$47.79
18279137	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Steel Wedge Anchors	\$47.79
18279137	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Steel Wedge Anchors	\$47.79
18279880	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Power Bits/Snap Links/Screws/Washers/Cleaner/Clamps	\$36.85
18279880	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Power Bits/Snap Links/Screws/Washers/Cleaner/Clamps	\$36.86
18279880	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Power Bits/Snap Links/Screws/Washers/Cleaner/Clamps	\$36.86
					\$430.96

Vendor: Tandem Services Corp Inc

Check Number: 50818

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14201	7/8/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Portable Restroom Rental Frontier Heights	\$125.00
					\$125.00

Vendor: Technological Services Inc

Check Number: 50819

Invoice No	Check Date	Account Number	Account Name	Description	Amount
16403	7/8/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Tire Rotation/Brake Inspect A-07-40	\$67.47
16459	7/8/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Tire Repair/Balance PT-18-79	\$38.38
16784	7/8/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Tire Rotation/Brake Inspect PT-20-89	\$102.06
16817	7/8/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Filters/Misc Tune Up/Steering/Susp PT-16-65	\$1,205.40
16821	7/8/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Tire Rotation/Brake Inspect I-15-70	\$73.62
16858	7/8/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Filters/Tire Rotation/Brake Inspect PT-16-61	\$117.71
					\$1,604.64

Vendor: TransUnion Risk and Alternative Data Solutions Inc

Check Number: 50820

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4016011-2020061	7/8/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	TILO - Information Gathering Services June 2020	\$54.50
					\$54.50

Vendor: ULINE

Check Number: 50821

Invoice No	Check Date	Account Number	Account Name	Description	Amount
119094401	7/8/2020	101 016 544 90 31 02	ST-Operating Cost	Drawer Cart - Credit Inv 118644124	(\$167.31)
119094401	7/8/2020	410 016 531 10 31 02	SW-Operating Costs	Drawer Cart - Credit Inv 118644124	(\$167.32)
120332309	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Anti-Static Peanuts	\$176.20
120803233	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Dog Waste Bags/Microfiber Wipes/Klean Kanteen Tumbler	\$370.50
120826852	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Drawer Cart	\$485.31
120867298	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Printer/Paint Markers/Pallet Markers	\$458.80
					\$1,156.18

Vendor: UPS

Check Number: 50822

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0000074Y42240	7/8/2020	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$54.46
0000074Y42260	7/8/2020	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$16.81

\$71.27

Vendor: Vantagepoint Transfer Agents - 108991

Check Number: 50716

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062520	6/25/2020	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	\$368.95

\$368.95

Vendor: Vantagepoint Transfer Agents - 307428

Check Number: 50717

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062520	6/25/2020	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$2,030.77

\$2,030.77

Vendor: Verizon Northwest

Check Number: 50823

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9857265152	7/8/2020	001 008 521 20 42 00	LE-Communication	Wireless Phone Service PD	\$2,733.43

\$2,733.43

Vendor: Washington Assoc of Sheriffs and Police Chiefs

Check Number: 50824

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV029645	7/8/2020	001 008 521 20 41 00	LE-Professional Services	PD Accreditation Application Fee/Services	\$1,150.00

\$1,150.00

Vendor: Washington State Support Registry

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062520	6/25/2020	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$543.50

\$543.50

Vendor: Washington Tractor Inc

Check Number: 50825

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2126544	7/8/2020	001 010 576 80 31 00	PK-Operating Costs	Belt	\$113.14

\$113.14

Vendor: Wave Broadband

Check Number: 50826

Invoice No	Check Date	Account Number	Account Name	Description	Amount
103946401-0008229	7/8/2020	001 002 513 11 42 00	AD-Communications	Telephone Service	\$46.28
103946401-0008229	7/8/2020	001 003 514 20 42 00	CC-Communications	Telephone Service	\$92.57
103946401-0008229	7/8/2020	001 004 514 23 42 00	FI-Communications	Telephone Service	\$92.57
103946401-0008229	7/8/2020	001 005 518 10 42 00	HR-Communications	Telephone Service	\$46.29
103946401-0008229	7/8/2020	001 006 518 80 42 00	IT-Communications	Telephone Service	\$138.86
103946401-0008229	7/8/2020	001 007 558 50 42 00	PL-Communication	Telephone Service	\$301.01
103946401-0008229	7/8/2020	001 007 559 30 42 00	PB-Communication	Telephone Service	\$46.29
103946401-0008229	7/8/2020	001 008 521 20 42 00	LE-Communication	Telephone Service	\$1,574.34
103946401-0008229	7/8/2020	001 012 575 30 42 00	CS - Museum - Communications	Telephone Service Museum	\$46.28

103946401-0008229	7/8/2020	001 012 575 50 42 00	CS- Pavillion - Communication	Telephone Service Senior Ctr	\$46.29
103946401-0008229	7/8/2020	001 013 518 20 42 00	GG-Communication	Telephone Service	\$185.14
103946401-0008229	7/8/2020	101 016 543 30 42 00	ST-Communications	Telephone Service Shop	\$266.38
103946401-0008229	7/8/2020	410 016 531 10 42 00	SW-Communications	Telephone Service Shop	\$266.38
103946401-0008229	7/8/2020	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	\$1,886.70
					\$5,035.38

Vendor: Weathers

Check Number: 50827

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061620 WEATHERS	7/8/2020	001 000 362 00 00 04	Lundeen Shelter Rental	Refund Lundeen Rental 07/19/2020 Due to COVID-19	\$60.00
					\$60.00

Vendor: Weed Graafstra & Associates Inc

Check Number: 50828

Invoice No	Check Date	Account Number	Account Name	Description	Amount
070120 WGA	7/8/2020	301 016 595 30 60 03	17005- 24th St & 91st Ext	Legal Services - 24th & 91st Extension	\$3,763.50
					\$3,763.50

Vendor: Willards Pest Control Co

Check Number: 50829

Invoice No	Check Date	Account Number	Account Name	Description	Amount
272795	7/8/2020	001 013 518 20 41 00	GG-Professional Service	Pest Control City Hall	\$118.36
272796	7/8/2020	001 008 521 50 48 00	LE-Facility Repair & Maint	Pest Control Police Department	\$55.11
272797	7/8/2020	001 008 521 50 48 00	LE-Facility Repair & Maint	All Nuisance Ants Police Department	\$55.11
					\$228.58

Vendor: WM Corporate Services Inc

Check Number: 50830

Invoice No	Check Date	Account Number	Account Name	Description	Amount
8928031-4968-1	7/8/2020	001 008 521 50 47 00	LE-Facility Utilities	Dumpster Service - Police Conference Center	\$185.25
8928031-4968-1	7/8/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Dumpster Service - 1825 S Lake Stevens Rd Comm	\$500.85
					\$686.10

Vendor: Wynne and Sons Inc

Check Number: 50831

Invoice No	Check Date	Account Number	Account Name	Description	Amount
65333	7/8/2020	001 007 558 50 31 00	PL-Office Supplies	Business Cards- Levitan	\$64.42
65333	7/8/2020	001 007 559 30 31 00	PB-Office Supplies	Business Cards- Ewijk/Perron	\$128.83
					\$193.25

Vendor: Zachor and Thomas Inc PS

Check Number: 50832

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20-LKS0006	7/8/2020	001 011 515 41 41 02	Ext Consult - Prosecutor Fees	Prosecution Services June 2020	\$12,900.00
					\$12,900.00

Vendor: Zweig

Check Number: 50718

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1350	6/25/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Drone Repairs - Landing Gear Cable/Cover/Calibrations	\$210.19
					\$210.19



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

Tuesday, June 23, 2020
By Remote Participation

CALL TO ORDER: 7:00 p.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: None

ELECTED OFFICIALS
PARTICIPATING REMOTELY: Councilmembers Kim Daughtry, Shawn Frederick, Mary Dickinson (7:07 p.m.), Anji Jorstad, Marcus Tageant, Gary Petershagen and Steve Ewing

ELECTED OFFICIALS ABSENT: None

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, City Clerk Kathy Pugh

STAFF MEMBERS
PARTICIPATING REMOTELY: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Human Resources Director Anya Warrington, Police Chief John Dyer, City Clerk Kathy Pugh, Deputy City Clerk Adri Crim, IT Manager Troy Stevens, City Engineer Grace Kane, City Attorney Greg Rubstello, Senior Planner David Levitan, Planning Assistant Jill Needham

OTHERS: 2020 Aquafest Queen Trinity Martinez

Mayor Gailey opened the meeting at 7:00 p.m.

Pledge of Allegiance: Because a flag was not available for this remote meeting, the Pledge of Allegiance was not said.

Roll Call: It was noted for the record that Councilmember Dickinson would be joining the meeting shortly, all other Councilmembers were present.

Approval of Agenda: Moved by Councilmember Frederick, seconded by Councilmember Petershagen, to approve the agenda.

Councilmember Jorstad requested Consent Agenda Item D: Resolution 2020-13 Accepting Anonymous Donation for Police Department be moved to Action Items.

Councilmember Frederick accepted the friendly amendment to the main motion to remove Consent Agenda Item D and place it under Action Items.

VOTE: On vote the motion carried (6-0-0-1 with Councilmember Dickinson not present) and the agenda was approved with the noted change.

Guest Business: Mayor Gailey said it was a privilege and honor to participate in the judging for the Aquafest Queen and then introduced 2020 Aquafest Queen Trinity Martinez.

(Councilmember Dickinson joined the meeting at 7:07 p.m.)

Ms. Martinez thanked Mayor Gailey for his comments and said as Aquafest Queen she will work to be inclusive with people in their homes and to support the Food Bank. She believes and will encourage other young people to believe that they can become anything they want to be.

Councilmember Daughtry recognized Dixie Behn, who oversees the Miss Aquafest program.

Ms. Behn shared the role of the Aquafest royalty court is to promote the City of Lake Stevens and community service, and typically the royalty court completes more than 2700 hours of community service. The royalty court has in the past received the Presidential Volunteer Service Award and been invited to participate with other organizations as part of their volunteer programming.

Introduction of New Employees: Community Development and Planning Director Russ Wright introduced Senior Planner David Levitan and said new Building Inspector/Code Compliance official Nick Ewijk will be introduced to Council at a future meeting.

Citizen Comments:

Earl Gray, 2505 Meadow Drive, Lake Stevens, spoke regarding proposed Resolution 2020-15 and said the words are important, but more important is the actions that are carried out. Mr. Gray shared examples of harassment he has received because he is vocal on topics such as Black Lives Matter, including threatening emails, voicemails and messages left in his mailbox.

Kathy Christensen, 12225 – 12th Drive SE, Everett, said she listened to the Snohomish County Council Zoom meeting on January 22 and there were a lot of comments regarding racism in Snohomish County. She said it is ridiculous for people to pretend racism does not exist in this county, and shared example of racism.

Michelle G, 213 82nd Drive SE, Lake Stevens, said she is a white mother with African American children and described how her children have been harassed and racially profiled within the city, including by police and at events such as Aquafest. She said she knows what it is like to be a white mother with black children and be afraid, and that she moved to Lake Stevens to give her children a different life. She said it has been harder for her boys than her girls.

Victoria Horsman, 2507 Meadow Drive, Lake Stevens, said the Proud Boys are very active and pose a threat in Lake Stevens. She agreed with Mr. Gray's comments that the threats are real and said she and others are being targeted for being centrist. She does not feel safe and believes there needs to be action to make the city safer for everyone.

Robin McGee, Lake Stevens, said at the last Council meeting a comment was made about maintaining the charm of the community; she then reviewed statements made by City Councilmembers at the last meeting and suggested the city should strive to be a welcoming community. She commented that racism is killing people of color 24/7.

Nathan Packard, 924 117th Drive SE, Lake Stevens, said he understands some of the concerns and frustrations being shared, and he hopes conversations can focus on opportunities for improvement and how everyone can work together for solutions.

Elizabeth Coelho, Lake Stevens, thanked the Council for listening to the community and said she supports creation of a diversity and equity commission. She also expressed concern about Department of Corrections inmates being used for city projects such as landscaping; she views this as dehumanizing and requested city policy be changed.

Adriel Crowell, 11228 – 15th Place SW, Lake Stevens, agrees with the earlier comments that the city needs action as well as words and added there also needs to be more clarity on the anonymous donation to the Police Department.

Lina DiFiore-Muzzy, Lake Stevens, supports earlier comments and said as a white woman and a newcomer to Lake Stevens she does not feel safe, particularly in light of the stance she has taken against things she has seen. She suggested Mayor Gailey and Councilmembers need to spearhead change in the city.

Council Business:

- Councilmember Daughtry: Snohomish County Cities for Improved Transportation (SCCIT), War Memorial dedication and Farmers Market, both on July 4th, Chamber, Aquafest, Rotary, Kiwanis are working on a Celebrate Lake Stevens event scheduled for September 5th.
- Councilmember Petershagen: Planning Commission, Sewer Utility meeting, Farmers Market.
- Councilmember Frederick: Thanked Mayor for his time on proposed resolution 2020-15; commented the COVID numbers are not good and encouraged everyone to practice social distancing and hand hygiene and said the Governor has ordered everyone to wear face masks in public.
- Councilmember Dickinson: AWC Annual Conference, Senior Center, Library Board, Black Lives Matter march on June 13th, challenged the City Council and Mayor to attend the next march and said everyone needs to be a leader.
- Councilmember Jorstad: Recognized Director Wright and Planning Assistant Jill Needham for their work on the food vendor ordinance, Farmers Market.
- Councilmember Tageant: Sewer Utility meeting.

Mayor's Business: Has been working with Snohomish County Mayors on a variety of topics, SCT Steering Committee, Costco, upcoming capital projects being reviewed, BMX bump park proposal, Sewer Utility committee, recognized the Police Department for receiving their accreditation.

City Department Report:

- City Administrator Brazel: Farmers Market and noted Subway has commented on increased sales during Farmers Market.
- Finance Director Barb Stevens: Provided a review of revenues and said because the city is not as dependent on sales tax revenue as other cities, revenues are not as greatly reduced as initially expected. COVID-related expenditures of approximately \$143,0000 for supplies

and services were reviewed, and Director Stevens said some of these expenditures will be reimbursable under a FEMA grant, and the remainder will likely be reimbursable with the CARES commerce grant. The City is looking at additional funding for small business grants. The Mayor supports doing this, and if Council decides to increase the funding, they will need to approve an amending resolution.

Mayor Gailey said \$300,000 in small business grants was awarded in the first round which helped businesses to stabilize. He believes a second round of grants could be awarded in the total amount of \$100,000 to help businesses that did not make the first round and asked for a motion.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Jorstad, to place another \$100,000 from the CARES Act funding into a community grant program for a second round of grants for small businesses.

Councilmember Petershagen asked if this is for businesses that did not receive money in the first round. Mayor Gailey responded that applications would be taken again and review would be weighted toward businesses that did not receive funding in the first round; if there is left over money, it could be awarded to businesses that received funding in the first round and also applied in the second round.

Councilmember Tageant asked if the criteria would be the same in the second round as the first, and Mayor Gailey responded that it would, other than weighting away from first round recipients.

Councilmember Jorstad asked if there would be a \$10,000 limit in place in the second round as there was in the first round, and Mayor Gailey said unless there is a reason to change, he believes the \$10,000 limit would be used in the second round.

City Attorney Rubstello suggested the motion be treated as a motion to amend the original resolution to increase the funding, and everything is then in place and a vote would authorize the Mayor to sign an amended resolution.

AMENDMENT TO MOTION: Councilmember Daughtry amended his motion to be an amendment to Resolution 2020-11, a Resolution of the Lake Stevens City Council authorizing the Mayor or designee to distribute grant funds up to \$10,000 per qualifying small businesses, located within Lake Stevens, as selected under the Lake Stevens Community Small Business Emergency Grant. Councilmember Jorstad seconded the amendment to the main motion. On vote the Amendment to the Main Motion carried (7-0-0-0).

VOTE ON MAIN MOTION: On vote the Main Motion, as amended, carried (7-0-0-0).

- Public Works Director Eric Durpos: Farmers Market, request for sidewalk/pedestrian facilities on North Lakeshore Drive, and particularly at Drew's Point. Director Durpos said staff is looking at ways to make the right of way safer and add striping and additional signage, and recommended the pavement and sidewalk ranking plan be updated in 2021.

Consent Agenda: Moved by Councilmember Tageant, seconded by Councilmember Daughtry, to approve the Consent Agenda:

- A. 2020 Vouchers [Payroll Director Deposits in the amount of \$237,878.54, Payroll Check Nos. 50552-50554 totaling \$4,404.25, Electronic Funds Transfers (ACH) of \$304,372.25,

Claims Check Nos. 50555-50707 totaling \$2,357,017.89, Void Check No. 49850 in the amount of \$103.70; Total Vouchers Approved \$2,903,569.23

- B. City Council Regular Meeting Minutes of June 9, 2020;
- C. Interlocal Agreement with Snohomish County re IT Storage;
- D. [Removed];
- E. Resolution 2020-14 Accepting Donation of Supplies and Services from Ray Moore Construction for The Mill;
- F. Authorize Mayor to Enter Necessary Agreements with WSDOT re Road and Drainage Purposes at SR 9/South Lake Stevens Road/24th Street SE

On vote the motion carried (7-0-0-0).

Public Hearing:

Ordinance 1090 re Mobile Food Vendors: Mayor Gailey opened the public hearing.

Assistant Planner Jill Needham presented the staff report and provided a brief history of mobile food trucks in the city, saying that before the interim ordinance they were only allowed as part of a special event permit. She explained that Attorney Rubstello is recommending there be some insurance liability requirements. Planner Needham explained that pursuant to RCW 36.70A.390, a public hearing is required within 60 days of adopting an interim ordinance. That public hearing is scheduled for this evening.

Responding to Councilmembers' questions, Attorney Rubstello explained mobile food vendors should have comprehensive or operations insurance, but generally it is not necessary to name the city as an additional insured. The city should ask for proof of insurance. He added that for vendors parked on the public right of way, that is a judgment call, but in his experience it is not necessary. He recommended the minimum amount of required insurance be \$1,000,000.

Councilmember Jorstad suggested, and Councilmember Daughtry agreed, looking at the industry standard for insurance so that vendors are not unduly burdened, and Director Wright said this can be looked at during the development of the final ordinance.

Mayor Gailey opened the public comment portion of the hearing.

Andrea Duerr, 2010 Grade Road, Lake Stevens, is an owner of Lake Stevens Brewing, and said they are very grateful for this ordinance. She added they are receiving pushback from vendors regarding the \$150 application fee, and their business has been paying the fee. She asked that this be looked at.

Victoria Horsman, 2507 Meadow Drive, Lake Stevens, asked if the fee questions can be answered at this time. Mayor Gailey said generally questions are not answered during the public hearing.

Mayor Gailey then closed the public comment portion of the hearing.

Planner Needham explained the fee was established as part of the interim ordinance and is not included in the fee resolution because this is an interim ordinance.

Director Wright added the fee is intended to recover staff time spent to review and issue the permit. In developing the ordinance other jurisdiction fees were reviewed; staff time was then

estimated to be two hours to process the application and the City charges \$75 per hour for staff time. The interim ordinance will provide time to evaluate the process and look at other cities' fees, and then return with an adjusted fee.

Councilmember Tageant supports reducing the fee.

Councilmember Daughtry asked if other cities were looked at when setting the fee, and Planner Needham responded they were; those fees range from \$80 to \$150. As explained the fees in the interim ordinance are based on two hours of staff time at \$75 per hour.

Councilmember Jorstad believes, and Councilmember Dickinson agreed, it is important to not charge a fee that is higher than neighboring cities. She believes it is important to not put business owners in a difficult spot regarding the fees and to make the process as barrier free as possible.

Mayor Gailey invited additional questions of Council, and there were none. Mayor Gailey then closed the public hearing.

Responding to Mayor Gailey's question, City Attorney Rubstello explained if there is no change to the interim ordinance, no action is necessary and the interim stays in place. The only legal requirement was to hold a public hearing within the 60-day period.

Action Items:

Resolution 2020-13 Accepting Anonymous Cash Donation for Police Department:

Director Stevens said this is a generous donation made by a local construction company to the city each year. She explained the company reaches out to the Chief of Police to see what is needed, and the funds are used for things the city cannot pay for without a policy in place, such as AEDs in police vehicles, the Explorer Program and the annual awards banquet. She believes the donor does not want recognition and before disclosing who it is, she would have to reach out to the donor. Director Stevens added the Council is required to approve donations over \$5,000 which is why this is before Council tonight.

Chief Dyer agreed with Director Stevens' comments and added the same donation is made to the fire department. This business owner feels himself to be very lucky and wants to give back to his community. He added that uses of the donated funds are negotiated with the donor.

Director Stevens added any changes to the donation require donor agreement.

Responding to Councilmember Jorstad's question, Chief Dyer clarified this donor typically asks for a list and then selects from the list where the donation will be applied and sets the amount. He clarified an equal donation is given to the fire department each year as well.

Responding to Councilmember Petershagen's question, Chief Dyer said this donation is a bit of an outlier, but throughout the year other donations may be received, usually in smaller amounts. He noted a larger donation was received for the canine program and clarified this anonymous donation has been received the past three years.

Responding to Councilmember Dickinson's question, Chief Dyer said the donation is used for the Explorer Program, the Volunteer Program, and placing AED's in police vehicles, and this information is in the Council packet.

MOTION: Moved by Councilmember Petershagen, seconded by Councilmember Daughtry, to approve Resolution 2020-13, Accepting an Anonymous Cash Donation for the Police Department for the purpose of the Explorer Program costs, AED machines and volunteer programs. On vote the motion carried (7-0-0-0).

Resolution 2020-15 Condemning Racism and Committing to Increased Education, Awareness, Dialogue and Action:

Council President Tageant said he met with Councilmembers Jorstad and Frederick after the last meeting and revised the resolution originally presented. This was a collaborative effort and the draft was provided to councilmembers for input, including proposed next steps. He hopes this will pass this evening as it is important to the community to have something in place and to provide direction for next steps.

Councilmember Frederick commented this has been a collaborative effort that started almost immediately. He said it included all the Councilmembers and the Mayor and thanked everyone for their conversations. He believes the conversations are really important and he looks forward to continuing down this path.

Councilmember Jorstad thanked her fellow Councilmembers for their collaboration, and Mayor Gailey for bringing forward the original resolution two weeks ago. She said the first resolution was not perfect, nor is this one, and she believes striving for perfection leads to frustration. Councilmember Jorstad believes the first resolution was a first step that opened up conversation and dialogue and brought community members forward to provide input; she appreciated Mayor Gailey's willingness to bring the first resolution forward and his continued collaboration. Councilmember Jorstad said this is difficult and hard, and it should be, and Councilmembers and the Mayor should be able to sit in that difficult spot to help the community move forward. She thanked her fellow Councilmembers and Mayor Gailey for moving this resolution forward tonight.

Councilmember Dickinson agreed with the comments of Councilmembers Tageant, Frederick and Jorstad, and Mayor Gailey, and said this is a first step and she looks forward to the next steps.

MOTION: Moved by Councilmember Ewing, seconded by Councilmember Jorstad, to approve Resolution 2020-15 a Resolution of the Mayor and City Council of the City of Lake Stevens condemning racism and committing to increased education, awareness, dialogue and action to ensure we are one welcoming community around the lake. On vote the motion carried (7-0-0-0).

Waterfront Residential Code Amendments and Task Force: Director Wright introduced the topic and explained the process for selecting task forces. He explained notices are placed on the website and Facebook page, as well as being sent out to members of the community who previously expressed an interest. A scoring matrix is developed to ensure good collaboration, including representation from interested citizens, and the building and development communities.

Senior Planner David Levitan commented the city is establishing a Waterfront Residential Task Force and briefly reviewed the history leading to this task force. Staff proposes the formation of a Waterfront Residential Task Force consisting of nine to 11 members, including one

Councilmember and one Planning Commissioner, as well as city residents, including representatives living in Waterfront Residential zones, members of the building and development community, and some representation from the Urban Growth Area. The task force would meet four to five times through the summer and fall. Formation of the task force has been advertised, and tonight Council is requested to appoint a member to participate on the task force. He added the Planning Commission selected Janice Huxford to represent them, and that 15 applications have been received so far. The application period is open to June 30, 2020. Planner Levitan then responded to Councilmembers' questions and clarified the Council liaison position would be in addition to the nine-11 member task force and would be a participating member of the task force

Councilmember Frederick volunteered to be the liaison to the task force.

MOTION: Moved by Councilmember Ewing, seconded by Councilmember Daughtry, to appoint Councilmember Frederick to the Waterfront Residential Task Force. On vote the motion carried (7-0-0-0).

Civic Campus: Director Wright briefly reviewed that a request for proposal was issued to develop and construct a civic campus at Chapel Hill as a public/private partnership. The facility is envisioned to have space for a new City Hall, Court/Council Chambers and Sewer District offices, along with areas for private development. Staff originally asked that Council nominate one or two members to serve on the selection committee to review materials and interview finalists, and Mayor Gailey would like to see up to three Councilmembers participate in this process. Staff supports this recommendation.

Councilmembers Daughtry, Dickinson Jorstad and Ewing said they would like to volunteer. Discussion ensued and it was noted with four councilmembers there would be a quorum, requiring public notice. Councilmember Jorstad said she will step back and act as alternate for Councilmember Ewing.

MOTION: Moved by Councilmember Petershagen, seconded by Councilmember Frederick, to nominate Councilmembers Daughtry, Dickinson and Ewing to participate on the selection committee, with Councilmember Jorstad as alternate. On vote the motion carried (7-0-0-0).

Discussion Items:

Old Police Station: City Administrator Brazel said with the upcoming move of the Police Department into its new facilities, the building at 2211 Grade Road will be vacant. He noted Council approved a structural remodel of the Grade Road building in the 2020 budget. He commented several things need to happen to continue the downtown revitalization, which staff refers to as "dominoes," including relocation of the Library and Historical Society/Museum. He noted the Library has been a great partner on the Chapel Hill location and was verbally offered the Grade Road building several months ago.

He said a variety of uses have been considered, including housing the Library, Food Bank, or temporary City Hall facility, or surplus the property. He added another option is to sell the building and apply the funds to another project or relocate City Hall to the Grade Road building and surplus the existing modulars. Also available will be the old evidence facility that can be used for storage or other uses. Staff is asking Council to provide input on moving forward.

Discussion ensued, with Councilmember Ewing asking about feedback from the Library and Food Bank regarding use of the Grade Road site, and what the fair market value of the building is. Administrator Brazel responded the Library has expressed some concerns about this becoming their “final” home which may affect their long-range plans, and the building is not the best design for the Food Bank. Director Wright estimated the fair market value is approximately \$1,000,000, but an appraisal will be needed if the property is surplussed.

Responding to Councilmember Dickinson’s question, Director Durpos said the police building is a modular building and he has consulted with a contractor regarding repairs to the building. Director Durpos said \$200,000 is budgeted for additional analysis and to complete restoration and fix major structural concerns. Staff has been monitoring the “sinking” of the building over the last three years, and it seems to have “bottomed out” and has not settled any more.

Administrator Brazel said the next step for the City is to have more discussion with the Library and provide them with a letter giving them notice of the need to relocate because the structure they are in needs to be removed. The Historical Society is on board. He will meet with the Historical Society and bring them up to date.

Councilmember Petershagen asked if there is a contractual obligation to find space for the Library. He noted there are spaces available for lease that might work. Administrator Brazel responded there is an agreement with Sno Isle that provides the City will provide a space and the Library will provide the service. It is the City’s hope to provide a space in the community for the library, and it is ultimately the Library’s decision on whether they accept the facility option offered by the City. When the City first suggested the Grade Road facility the Library did express concerns regarding the integrity of the building and whether it could house a library. These concerns can be addressed when the structure is remodeled. Under the agreement the City can offer the space, and if the Library does not like it, they need to inform the City of that.

Further responding to Councilmember Petershagen’s question, Administrator Brazel clarified the City provides a city-owned space, and there is no rent requirement. Administrator Brazel added a discussion has taken place with the Library regarding the Civic Center at Chapel Hill and the Library has said they typically do not lease spaces. Administrator Brazel said this is a point of contention with other cities in Snohomish County, space is difficult to find and the library is receiving space at no charge.

Councilmember Petershagen requested further discussion on financial obligations. He noted Sno Isle has a nice facility in Snohomish and he does not believe the City provided the facility. Administrator Brazel replied that is correct, and that in Snohomish, and also in Monroe, Sno Isle was able to pass bonds to build those buildings. In Lake Stevens two bond proposals have failed.

Councilmember Petershagen wondered what the City’s financial obligation is to the Library. He noted the City has been blessed to receive grant funding for some of its capital projects, and he believes that may not continue. He would like a better understanding of what the City’s obligations are to provide a building for the Library.

Councilmember Dickinson commented that Sno Isle is seeking a grant funds through the state right now, and they did receive funding of \$150,000 from the Legislature for building design. She added it is unfortunate the bonds did not pass.

Councilmember Petershagen suggested a subcommittee for more discussion and for a better understanding of what the City's obligations are.

Councilmember Jorstad suggested having someone from Sno Isle speak to Council to better understand what the barriers and frustrations are so that Council can make a better decision.

Administrator Brazel said he will reach out to Sno Isle to have someone speak at a Council meeting. He added each of these components will be discussed in conjunction with the plans for 18th (Festival) Street, which he will be bringing to Council. It is important that everything fall together so that everything is seamless as these projects move forward.

City Council Agenda Format:

Council President Tageant said it is late and requested this item be put over for discussion at the upcoming retreat.

MOTION: At 9:11 p.m., moved by Councilmember Jorstad, seconded by Councilmember Dickinson, to extend the meeting up to 10 minutes. On vote the motion carried (7-0-0-0).

Citizen Comments:

Victoria Horsman, 2507 Meadow Drive, Lake Stevens, said the Library is an important and intrinsic part of the community, and marginalizing it is not in the best interests of the community. She commented the Library serves multiple purposes and she does not believe the Grade Road facility is adequate for these purposes.

Melissa Knaak, 12110 – 26th Street NE, Lake Stevens, is happy to see the Council taking up the Library location and taking a look at the contract. She believes the Library needs a larger location and does not believe the police station building is adequate. She encouraged the City work with Sno Isle to find a better solution than the police station building.

Mayor Gailey commented it is important that the City have a library facility, and this is why as part of the Civic Center project, he reached out to the Library to partner in this facility. He said this will provide the Library with a centralized location that provides in addition to books, a place for people to meet, and a safe place for youth to study and have access to resources they may not have at home, such as internet. He also commented on the money issues and encouraged those who support the library at the Civic Campus to work with the library to help make this happen.

Executive Session: None.

Adjourn:

Moved by Councilmember Daughtry, seconded by Councilmember Frederick, to adjourn the meeting at 9:18 p.m. On vote the motion carried (7-0-0-0).

Brett Gailey, Mayor

Kathy Pugh, City Clerk

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

Tuesday, July 7, 2020
Lake Stevens School District Educational Services Center
12309 – 22nd Street NE, Lake Stevens

CALL TO ORDER: 7:00 p.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Gary Petershagen, Shawn Frederick, Mary Dickinson, Steve Ewing and Marcus Tageant

ELECTED OFFICIALS ABSENT: Councilmember Anji Jorstad

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Community Development Director Russ Wright, Public Works Director Eric Durpos, Senior Accountant Josh Roundy, Police Chief John Dyer, Human Resources Director Anya Warrington, IT Manager Troy Stevens, Event and Marketing Specialist Dawn Goldson Smith City Clerk Kathy Pugh, Deputy City Clerk Adri Crim, City Attorney Greg Rubstello, City Building Inspector/Code Compliance Official Ryan Mumma, Plans Examiner/Code Compliance Officer Tyler Farmer

OTHERS:

Pledge of Allegiance: Mayor Gailey led the Pledge of Allegiance.

Roll Call: Moved by Councilmember Daughtry, seconded by Councilmember Tageant, to excuse Councilmember Jorstad from the meeting. On vote the motion carried (6-0-0-1).

Approval of Agenda: Moved by Councilmember Frederick, seconded by Councilmember Petershagen, to approve the agenda. On vote the motion carried (6-0-0-1).

Council Business:

- Councilmember Daughtry: Community Transit.
- Councilmember Petershagen: Appreciated Chief Dyer's comments regarding 4th of July and asked about fireworks at Lundein Park, noting there is signage prohibiting fireworks in the park. Chief Dyer responded there should not have been fireworks at the park, and this is being looked into. A different approach will be taken next year.
- Councilmember Frederick: War Memorial Dedication, COVID update.
- Councilmember Ewing: War Memorial Dedication.

- Councilmember Dickinson: War Memorial Dedication, Chapel Hill meeting, Lake Stevens Historical Society, Lake Stevens Senior Center.
- Councilmember Tageant: Receiving positive feedback from residents regarding 4th of July activities on the lake.

Mayor's Business: War Memorial, 4th of July Farmers Market, Frontier Heights Park, Smart Sheets technology update.

City Department Report:

- City Administrator Gene Brazel: Recognized and thanked IT Manager Troy Stevens for his hard work in coordination and installation of technology and security in The Mill.
- Human Resources Director Anya Warrington: Updated on arranging for Equity & Inclusion training.
- Community Development Director Russ Wright: Introduced and welcomed Event and Marketing Specialist Dawn Goldson Smith.
- Chief of Police John Dyer: 4th of July update.
- IT Manager Troy Stevens: YouTube and The Mill camera testing update, technology purchasing update.
- Senior Accountant Josh Roundy: Provided a brief budget update primarily relating to the General Fund; noted that sales tax revenue is up 9% over last year and retail purchasing appears to be up; property taxes are at 50%; the General Fund is at 51% and is on track for the year. Commented that building permits are at 63% and Zoning is at 74%. General Fund expenditures are at 45% and all departments are currently below budgeted expenditures. The outlook is optimistic while at the same time remaining conservative. Reminded that because city is not reliant on sales tax it is not as deeply impacted by COVID.

Action Items:

Reclassification of Human Resources Specialist: Human Resources Director Anya Warrington presented the staff report and summarized the position of HR Specialist/ Executive Assistant has evolved over time to a point where 99% of the position requires the performance of complex Human Resources services. Staff recommends reclassifying the position to accurately reflect the complexity of the work performed and to correct for pay inequities. If Council approves this reclassification the position would be reclassified to Senior HR Specialist, and salary would be adjusted accordingly. This position would be overtime exempt. Director Warrington then invited questions of Council.

Councilmember Tageant does not support this reclassification, and said the position was created to provide both HR support and assistance to the Administrator, Mayor and Council. Director Warrington responded the city's needs for hiring and recruiting have increased, and this reclassification will result in improved efficiencies for Human Resources. She briefly reviewed the complexities of the recruiting and hiring process including advertising, applicant review,

interviews, backgrounding and onboarding. Director Warrington said the Clerk's Office can provide administrative support to the Administrator, Mayor and Council.

Responding to Councilmember Dickinson's question, Director Warrington said that reclassification of this position will help with the city culture, and she reminded this was discussed at the retreat.

Responding to Councilmember Ewing's question regarding future needs, Director Warrington said if the reclassification is not approved, resulting in the incumbent leaving, city costs will increase.

Councilmember Petershagen asked if any of the pay increase could be covered with COVID funds and if the City is continuing to report COVID expenses. Director Warrington said that to a point some of the pay increase could possibly be paid with COVID funding, but she would defer to Finance Director Stevens on that. She added the City is tracking its COVID spending.

Councilmember Tageant said he could support the reclassification if it is paid for from COVID funds, and Councilmember Petershagen suggested relying on COVID funds to pay this salary increase is a band aid. Director Warrington noted COVID funding will only last a short while.

Director Warrington commented the employee is highly experienced and skilled, and there is a risk to the city if she continues to perform her job duties with a job description and pay scale that is not truly reflective of her experience, skills and abilities.

City Administrator Brazel reminded that City staff has increased 60% over the last three years, and this person is responsible for all aspects of hiring and onboarding including setting up medical and other benefits. He said there are positions that must be hired, and this has led to a migration away from providing administrative support. He supports this reclassification and noted the City is understaffed throughout the organization; this is another position he is concerned about.

Councilmember Petershagen suggested with the financial update just given it seems like this could happen. He will support this reclassification.

Councilmember Daughtry asked, in addition to the approximately 10 vacant public works positions, how many other unfilled positions are there? Director Warrington responded the GIS Analyst, Permit Coordinator Lead and Principal Planner are on hold, but are budgeted for 2020. She said there are no law enforcement vacancies.

Councilmember Dickinson will support this reclassification and believes this will help staff to feel appreciated.

Councilmember Daughtry will support this reclassification.

Councilmember Frederick recalled most of the revenues are at 56% of the budget. Senior Accountant Roundy responded saying the City is at about 50% and he believes at yearend revenues will be down but there will not be a huge impact to the long-term forecast. He added this cost can be absorbed. Further responding to Councilmember Frederick's budget questions, Accountant Roundy explained that public works staff is funded through various budget funds such as storm or surface water. Councilmember Frederick is concerned about the possibility of

creating something that is not sustainable in the budget, but agrees it is necessary for staff to have the tools needed to do their work.

Councilmember Tageant is also concerned about being financially responsible right now.

In response to Director Warrington's question, Accountant Roundy clarified the City still has the cost savings from the unfilled positions budgeted from January until the hire date.

MOTION: Moved by Councilmember Petershagen, seconded by Councilmember Daughtry, to authorize the reclassification of the HR Specialist/Executive Assistant position to Senior HR Specialist with compensation to match the same.

Discussion ensued regarding the effective date of the reclassification.

AMENDMENT TO MOTION: Councilmember Petershagen amended the motion to make the reclassification effective when the new City Clerk comes on board. Councilmember Daughtry seconded the amendment.

VOTE ON AMENDMENT: On roll call vote the amendment carried (5-1-0-1) with Councilmember Tageant opposing the amendment.

VOTE ON MAIN MOTION: On roll call vote the motion carried (5-1-0-1) with Councilmember Tageant opposing the motion.

Mayor's Position – Full Time vs. Part Time: City Administrator Brazel said Mayor Gailey is doing a great job, but that when he looks at reclassifications for any position, he looks at the work that is being done in the position, and not at the person. This is a topic that has surfaced a number of times over the recent past, and it is important to recognize all of the work that is required of this position, including attending area-wide meetings such as Snohomish County Tomorrow, the U.S. 2 coalition and weekly mayors meetings. The mayor's position also interacts on a regular basis with citizens, and the current mayor has taken an interest in economic development and meets regularly with developers and business owners interested in Lake Stevens. Administrator Brazel said the mayor's role is to look at and help to streamline operations and bring savings to the city. The former mayor worked in a fulltime capacity, as is the current mayor, and the work is there.

Director Warrington said if the Council approves a fulltime mayor position, the Salary Commission would convene and establish the salary using comparables. She shared comparables for Marysville and Lynnwood and added in addition to salary the Salary Commission would also develop the benefit package.

Councilmember Ewing commented the mayor's salary is \$2600 a month which equates to less than minimum wage for 40 hours a week. He asked if the Salary Commission can adjust the mayor's salary even if the position is not moved to full time, and Director Warrington responded the Salary Commission can do this.

Councilmember Petershagen said he would like to know when do cities such as Lake Stevens, which is not a full-service city, make the move to a full-time mayor. He believes Lake Stevens is approaching that point but would like more background. Director Warrington said that Tukwila, Mt. Vernon, Lynnwood and Anacortes are examples of cities with full time mayors; some have a lower population than Lake Stevens and some have a greater population.

Councilmember Daughtry wondered if this is a ballot issue, and City Attorney Rubstello explained the City Council establishes the position and the Salary Commission sets the salary and benefits. Candidates know in advance of an election what the position is, and the election process determines who the mayor is.

Responding to Councilmember Ewing's question on what the return to the city is on the mayor's attendance at meetings and being involved in regional matters is, Administrator Brazel said the mayor's involvement in regional meetings and working with developers and businesses on a daily basis promotes economic growth and development which leads to increased sales tax revenue. Administrator Brazel estimated the former mayor worked 40 to 50 hours a week, and he believes the current mayor does the same. He noted the mayor is frequently at city hall meeting with staff and interacting with concerned citizens. Administrator Brazel added the city staff is very lean and the mayor's position helps to fill that void.

Councilmember Tageant believes the mayor is doing a great job and likes the idea of more compensation. He suggested re-considering moving to a full-time mayor with the next election cycle when there may be new councilmembers to weigh in. He spoke with Councilmember Jorstad today and believes she also supports this approach. He would support a hybrid approach of increasing salary now and moving to a full-time mayor later.

Councilmember Dickinson supports the hybrid approach.

Councilmember Frederick said it's not about the what the former mayor did and what the current mayor is doing, it's about the city. He believes the process of the decision points is missing from the conversation. He asked what are the city trigger points that identify the need for a full-time mayor and said identifying these points is not as simple as looking at comparable cities. He does agree the mayor's compensation needs to be addressed.

Councilmember Daughtry agreed with Councilmember Frederick's comments and added a city is run by a team, and the administrator and mayor are functioning as a team. He would like to see how the executive team functions in different cities and to better understand what Lake Stevens needs. He supports a full-time mayor, but the position needs to be brought on cautiously and correctly, and the point is how the city is run and what is best for the city.

Councilmember Ewing suggested tasking the Salary Commission with looking at the mayor's salary, and at the same time Council can explore and discuss what the city's needs.

Councilmember Daughtry commented the Salary Commission could be provided with direction from the Council and then noted it is an independent body and the City Council has no say in their decisions. He agreed with staying away from comparables.

Councilmember Tageant suggested putting together a Council subcommittee to bring a recommendation forward to the Council, and then provide the information and direction to the Salary Commission.

Councilmembers Ewing, Petershagen, and Daughtry agreed with Councilmember Tageant's suggestion for moving forward.

Councilmember Tageant confirmed there is interest in forming a committee and believes Councilmember Jorstad would also be interested in being on such a committee.

City Attorney Rubstello said it is fine to form a committee to identify the context of mayoral duties and expectations, and how they relate to the management structure of the city. He said this is information the Salary Commission should have when determining salary. The salary should be based on the position and not on who is in the position.

Councilmember Tageant asked everyone interested in participating on such a committee to provide their names and said a committee will be formed. If there are more than three councilmembers on the committee OPMA requirements will be met.

Mayor Gailey appreciated the conversation and tabled the action until such time as a Council committee can make recommendations.

Discussion Items:

Code Enforcement-Abatement: Community Development and Planning Director Russ Wright presented the staff report and provided an overview of the code enforcement process, including the different levels of enforcement.

Attorney Rubstello said LSMC 17.20 contains all of the tools provided by the legislature to carry out code enforcement and suggested there are some changes that could be made to strengthen the code. He recommended lowering the penalty to \$250 per day to ensure code enforcement is a true civil action and not a criminal action. He also recommended removing the requirement for separate daily notices of violation, and suggested provisions be added for "zombie" properties. He also suggested lenders and in the case of rental properties, the property owners, be included as part of the enforcement process as this can be an effective tool. Attorney Rubstello added that due process is an inherent part of nuisance abatement and said there are some adjustments needed to be compliant with state law.

Responding to Councilmember Daughtry's question, Director Wright said the time for response between the time of notice of violation and a third contact ranges but takes at least six to eight weeks before getting to the penalty phase. Councilmember Daughtry asked how this is tracked, and Director Wright said it is more of a "get to it when I can" process. With the volume of inspections, code enforcement is probably addressed one day a week.

Building Official Ryan Mumma explained building inspections are a priority and code enforcement is probably looked at once a week. He said there is a tickler or diary system, but the inspections take priority. Code Enforcement Officer Tyler Farmer agreed, and said he does try to integrate following up on code enforcement site visits with building inspections if the locations are in close proximity to each other.

Responding to Councilmember Ewing's question about the timeline from the time a complaint is received, and the time staff reaches out to address the issue. Officer Farmer said he likes to get a letter and notice out right away so that the offender and complainant have a case number, and then staff tries to do a site visit. He said the timeframe also depends on the severity of the complaint.

Attorney Rubstello clarified that staff contact requesting voluntary compliance before penalties are implemented is a matter of policy and discretion, depending on the severity of the violation. He added people receiving complaints can be upset and it is important for staff to be sensitive to the concerns and work towards compliance.

Officer Farmer agreed with Attorney Rubstello's comment and said one issue he has is the \$500 per day violation; he said it is so burdensome so quickly that violators tend to ignore the complaint. Attorney Rubstello added part of the process includes giving offenders a reasonable time to take care of a problem before penalties are imposed, and this can be intimidating.

Councilmember Petershagen agrees with the City Attorney's recommendations. He is concerned about the few people who do not respond to the code enforcement process that create the problem and asked how the time can be compressed from the time the complaint is received to enforcement and resolving the complaint. Director Wright responded code enforcement involves legal due process and this is codified. He said the smaller nuisance-type complaints are the ones that become difficult and suggested staff can tighten the process timelines. Councilmember Petershagen appreciated Director Wright's comments and said the true problems need to be addressed in a timely manner.

Director Wright said if there is a legal due process built into the code some enforcement issues can be abated, but costs may not be recouped.

Attorney Rubstello said there is a statutory process to obtain a Warrant of Abatement which requires the property to be cleaned up or allows the city to clean up the property and record a lien against the property to recover costs its costs. This process is for more serious violations where other attempts to gain compliance are not effective. Another way forward is with a voluntary agreement with the violator. This works when the violator and/or property owner does not have the resources to address the problem and Attorney Rubstello explained how an agreement could work. Provisions for voluntary agreement are already in the Lake Stevens code.

Councilmember Daughtry asked if volunteer or civic organizations can be utilized to assist violators in addressing code violations, and Attorney Rubstello said this can be done. Councilmember Daughtry then asked how this can be added to the process. Attorney Rubstello said code enforcement is somewhat of a time-consuming process but having someone talk with the violator to glean this information and find a way forward is definitely doable but may add additional time to the process. Councilmember Daughtry suggested this may not be as time-consuming as it seems and will free up staff time.

Building Official Mumma said this has been discussed internally, and his experience is that code enforcement officers have been able to build a community of resources that can assist and the City's role in his experience is making the connection between the violator and the resource to resolve the problem. He added some of the difficulty is lean staffing and the time needed to complete both inspections and address code violations. He is working with Director Wright to create improvements in time management processes to help resolve some of these difficulties. This is a balancing of health and safety concerns with both inspections and code enforcement inspections.

Responding to Councilmember Daughtry's question regarding violations in HOA's, City Attorney said if the violation is under the city code it is a city enforcement and there may also be an HOA violation. If the violation is one of an HOA regulation only it is not the city's issue. If the violation is against city code and HOA regulations, the city can work with the HOA to help the property owner remedy the violation.

Summing up, Director Wright said staff will work for efficiencies and bring back the code amendments in an ordinance.

Chapel Hill / Civic Center Complex RFP Update: Director Wright updated that the City received four proposals in response to the Request for Proposal for design and development of a new civic center on city-owned property located at Chapel Hill. Staff met with the Sewer District and Library to review and score the proposals; scores were fairly close, and each proposal had different qualities, so it was decided to interview all for consultants. Interviews are scheduled for July 17th and a recommendation will be made to Council at the August 11th Special Council meeting.

Mayor Gailey added the process has been good so far and he is looking forward to the interviews.

18th (Festival) Street/North Cove Park Phase II: City Administrator Brazel provided an update on the design of 18th (Festival) Street project. He is managing this project with the target of having a shovel ready project by the end of the month in hopes of stimulus funds being available. He reviewed design drawings for the proposed 18th Street and explained how the plaza will be increased, what lighting would be like, and described different events that could be held in the area. He also reviewed suggested landscaping. Administrator Brazel said the area is designed to be flexible and accessible for easy setup of events. He said the goal of Festival Street is to create a memorable experience.

Councilmembers were generally supportive of the plan.

Event and Marketing Specialist Dawn Goldson Smith said there is no criteria for street naming, so staff looked at criteria for park naming, including that the name represent a unique historical feature of the site or a unique quality of the area. She reviewed proposed names for the street and explained why they are relevant, including Mill Resort Lane, Millspur Way, Outing Spur and Five Acre Place. She said the goal is to keep the name simple, catchy and fun while at the same time drawing people to the downtown area and North Cove Park.

Discussion ensued with Councilmember Daughtry supporting Millspur Way or Outing Spur. Councilmember Dickinson asked if the Historical Society was consulted and Specialist Smith said she did not contact them. Administrator Brazel added that he talked with Cyndi Fraser of the Historical Society about the street naming and she shared the street was originally named Igloo Road because this is where people bought ice for picnics at the lake. Other than that Ms. Fraser was supportive of the proposed names.

Mayor Gailey said this is good information for Council to consider.

Executive Session: At 9:07 p.m. Mayor Gailey announced an executive session to last 10 minutes to discuss a personnel matter with possible action to follow.

At 9:17 p.m. City Clerk Pugh announced the executive session is extended 5 minutes.

At 9:22 p.m. City Clerk Pugh announced the executive session is extended 5 minutes.

At 9:27 p.m. City Clerk Pugh announced the executive session is extended 3 minutes.

At 9:30 p.m. the regular meeting of the City Council was reconvened by Mayor Gailey. There was a slight delay in Councilmember Dickinson rejoining the meeting and Council waited for Councilmember Dickinson to rejoin the meeting at 9:33 p.m. before taking action.

MOTION: Moved by Councilmember Frederick, seconded by Councilmember Dickinson, to authorize the Mayor to sign an Amendment to the Police Chief's contract to range NRE75 Step 7. On roll call vote the motion carried (6-0-0-1).

Adjourn:

Moved by Councilmember Frederick, seconded by Daughtry, to adjourn the meeting at 9:35 p.m. On vote the motion carried (6-0-0-1).

Brett Gailey, Mayor

Kathy Pugh, City Clerk

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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: July 14, 2020

Subject: Amendment to ILA with Marysville re Video Services for Movie in the Park

Contact	<u>Jill Meis, Parks Planning &</u>	Budget	
Person/Department:	<u>Development Coordinator</u>	Impact:	<u>\$650</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Amendment to Interlocal Agreement with City of Marysville for Outdoor Video Services

SUMMARY/BACKGROUND: On February 7, 2020 Lake Stevens entered into an Interlocal Agreement with City of Marysville to provide outdoor video services for two Movies in the Park events in August. Due to the COVID-19 restrictions on public gatherings, the Lake Stevens planned summer events have been scaled back, including only one movie event. Because of this it is necessary to amend the ILA to indicate only one event, on August 28, 2020.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$650.00

ATTACHMENTS:

- Amendment to Interlocal Agreement

**AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAKE STEVENS AND THE CITY OF MARYSVILLE
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective July 1, 2020 between the City of Lake Stevens, a Washington municipal corporation, herein after referred to as "LAKE STEVENS" and the City of Marysville, a Washington municipal corporation, herein after referred to as "MARYSVILLE", pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, the City of LAKE STEVENS is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of LAKE STEVENS and presented on August 14 and August 28, 2020; and

WHEREAS, the City of LAKE STEVENS is the owner of the property where the movie will be shown to the community for free; and

WHEREAS, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

WHEREAS, the City of LAKE STEVENS desires to utilize the City of MARYSVILLE'S OUTDOOR VIDEO SERVICES; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of LAKE STEVENS to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals; and

WHEREAS, the City of MARYSVILLE and the CITY OF LAKE STEVENS entered into an Interlocal Agreement effective February 7, 2020 for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of LAKE STEVENS on Friday, August 14, 2020 and Friday August 28, 2020; and

WHEREAS, due to COVID-19 and the resultant restrictions placed on community gatherings the Cities of MARYSVILLE and LAKE STEVENS wish to amend the February 7, 2020 Interlocal Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, LAKE STEVENS and MARYSVILLE agree as follows:

1. SCOPE OF SERVICES

- A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to LAKE STEVENS as defined in this Agreement. MARYSVILLE'S performance of said

services under this Agreement may be limited by the availability of MARYSVILLE'S personnel and equipment. MARYSVILLE will notify the City of LAKE STEVENS at least 48 hours before the event if it is not able to provide personnel and/or equipment.

1. MARYSVILLE will provide OUTDOORVIDEO SERVICES to LAKE STEVENS.
2. MARYSVILLE will provide the video and audio equipment including movie screen, personnel and vehicles to transport the equipment and personnel to LAKE STEVENS. MARYSVILLE personnel will operate the video equipment and vehicles.

B. LAKE STEVENS will provide the following:

1. An authorized location.
2. Two (2) 20 amp circuits for event power.
3. Other services/personnel.

C. The date for video services (FILM) will be:

1. Friday, August 28, 2020

E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

It is understood and agreed by all parties that LAKE STEVENS staff providing services pursuant to this Agreement are acting in their official capacity as employees of LAKE STEVENS and shall be under the exclusive direction and control of LAKE STEVENS.

F. LAKE STEVENS and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.

G. LAKE STEVENS, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on LAKE STEVENS' behalf those services as provided in this Agreement.

2. COMPENSATION/FEES

- A. LAKE STEVENS will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$650.00 per date.
- B. LAKE STEVENS will pay MARYSVILLE 25% of the event fee in the event LAKE STEVENS cancels an event with less than 12 hours phone notice to MARYSVILLE

as provided in Section 8 (C) (2) of this Agreement.

C. MARYSVILLE shall bill LAKE STEVENS and LAKE STEVENS shall pay MARYSVILLE within thirty (30) days receipt of the bill.

3. AMENDMENTS/MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

4. INDEMNIFICATION AND LIABILITY

A. Indemnification:

1. LAKE STEVENS will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of LAKE STEVENS in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend LAKE STEVENS, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, LAKE STEVENS, or other person and all property owned or claimed by MARYSVILLE, LAKE STEVENS or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or LAKE STEVENS, their elected and appointed officials, officers, employees or agents.

B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any

City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

3. Cover or require indemnification or payment of any judgment against any individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

C. The provisions of this section shall survive the expiration or termination of the Agreement.

5. INSURANCE

- A. Both parties to this Agreement shall maintain public liability insurance either through the Washington Cities Insurance Authority (WCIA) or through an equivalent combination of self-insurance and appropriate insurance coverage and shall maintain their membership in WCIA or their insurance policies throughout the term of this Agreement.
- B. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.
- C. Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage or membership in WCIA verifying that party is a covered member in good standing.

6. INDEPENDENT CONTRACTOR

- A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between LAKE STEVENS and MARYSVILLE or any of LAKE STEVENS' or MARYSVILLE's agents or employees.

LAKE STEVENS shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by LAKE STEVENS pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

- B. Nothing in this Agreement shall make any employee of LAKE STEVENS a

MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded LAKE STEVENS or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE a LAKE STEVENS employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

7. LEGAL RELATIONS

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

8. DURATION/TERMINATION/NOTICE/EMERGENCY NOTICE

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.
- C. Notices
 - 1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:
6915 Armar Road
Marysville, WA 98270

City of LAKE STEVENS:
1812 Main Street, P O Box 257
Lake Stevens, WA 98258-0257

2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement. In the event a representative is changed, the party making the change shall notify the other party.

MARYSVILLE:

Name: Chris Taylor, Cultural Arts Supervisor
Phone Number: 360-363-8408

LAKE STEVENS:

Name: Jill Meis, parks Planning and Development Coordinator
Phone Number: 425-622-9431

D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

9. WAIVER

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

10. ENTIRE AGREEMENT

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

11. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers' compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within LAKE STEVENS under the provisions of this Agreement.

12. THIRD PARTY BENEFICIARY STATUS

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

13. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

14. APPROVAL AND FILING

APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement

shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

JON NEHRING Mayor

Date: _____, 2020

Attest:

TINA BROCK Deputy City Clerk
Approved as to form:

JON WALKER City Attorney

Attorney for the City of MARYSVILLE

CITY OF LAKE STEVENS

Brett Gailey Mayor

Date: _____, 2020

Attest:

KATHY PUGH City Clerk
Approved as to form:

GREG RUBSTELLO City Attorney

Attorney for City of LAKE STEVENS



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date:

July 14, 2020

Subject: Trails Master Plan

Contact	Jill Meis, Parks Planning and Development	Budget
Person/Department:	Coordinator	Impact:

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Adopt the Trails Master Plan**

SUMMARY/BACKGROUND:

Lake Stevens City Council requested a master plan for trails within our community to guide the development of a trail system that joins the city north to south and east to west and also provide connections to regional trails north of the city in Marysville and in the east to connect with the Centennial Trail. An additional element of the plan is to present low-cost alternatives and methods that can be easily implemented given the existing constraints in right-of-way, topography, etc.

In July 2019 City Council authorized a contract with Alta Planning to provide consultant services and to draft a Trails Master Plan. Staff worked with Alta to solicit community input and engage special interest groups in crafting the plan. Alta created a webmap and survey for virtual interactions with the public. The public could make comments, map future trails they felt were important and provide information about how they use existing trails. Over 100 comments were received from the webmap and the community provided important feedback on trails they use and where future connections are needed. A public open house was hosted in December 2019.

The Trails Master Plan guides the planning and development of trails throughout the city and includes details on major elements:

- Introduction and Context: provides background information on Lake Stevens, the purpose and use of the plan, and the Plan's vision and goals.
- Existing Conditions: describes existing trail conditions, along with physical constraints and opportunities.
- Proposed Trail Network & Amenities: provides the proposed trail network with detailed information about the major trail connections.
- Trail Design & Best Practices: describes and defines best practices for trail facilities and amenities.
- Implementation: provides a framework for how plan objectives can be completed.

On May 19, 2020, staff briefed City Council on the plan and received positive feedback on the plan contents. Staff is requesting adoption of the final draft from Council.

APPLICABLE CITY POLICIES: **n/a**

BUDGET IMPACT: **n/a**

ATTACHMENTS: Final Trails Master Plan

City of Lake Stevens *Trails Master Plan*

July 2020



Acknowledgments

City of Lake Stevens Planning & Community Development Department

Jill Meis, Parks Planning & Development Coordinator
Russ Wright, Community Development Director

City of Lake Stevens Mayor & City Council

Mayor Brett Gailey

City Council Position #1, Kim Daughtry
City Council Position #2, Gary Petershagen
City Council Position #3, Shawn Frederick
City Council Position #4, Mary Dickinson
City Council Position #5, Anji Jorstad
City Council Position #6, Steve Ewing
City Council Position #7, Marcus Tageant

Consultant Team

Alta Planning + Design
Steve Durrant, FASLA
Brandon Gonzalez, AICP
Charlie Simpson

Supported by:

Darrel Smith, P.E., LDC, Inc.
Erik Allen, EIT., LDC Inc.
Brett Schock, P.E., AICP, Transpo Group



Prepared By:



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*The City of Lake Stevens' **FIRST** Master Plan for Trails*

1. Introduction & Context

Planning Context

This is the City of Lake Stevens' first Trails Master Plan. The document represents a major step toward creating an interconnected system of trails that provide multi-modal, non-motorized options that people can use for travel and recreation.

As part of the 2015 Lake Stevens Comprehensive Plan, the city conducted a Parks & Recreation Survey and subsequently completed a needs assessment. Through this process, residents identified the need for more trails, walking paths, and open space amenities.

The city additionally established a Level of Service goal for multi-use trails, which aims to have at least one trail within one mile of all residential areas. The Trails Master Plan has been created to meet this goal and address residents' desire for more trails.

Plan Purpose

Lake Stevens is surrounded by natural beauty—it lies adjacent to the Lake from which it takes its name and is situated between the Cascade Mountains and Puget Sound. The city's location and proximity to these features provides abundant opportunities for outdoor adventure. The city's strong outdoor culture includes approximately 5 miles of trails, including the popular regional Centennial Trail, 1.7 miles of which run along the eastern side of the city.

The Trails Master Plan builds upon the existing trails and places an emphasis on creating a spine of trails across the city that can serve as focal points for more localized neighborhood

Plan Implementation



connections. This planned network of trails will also connect to the growing regional trail system in Snohomish County.

The Trails Master Plan provides a vision and action plan that will guide the City's decisions on future trail investments. The plan helps coordinate and maximize limited public resources towards projects that can have the greatest impact. The plan also works as a mechanism to incrementally implement trail segments either as roadway reconstruction or private development occurs or as capital improvement projects are completed. The Trails Master Plan works as a flexible guide for implementation.

What's in the Plan?

The Lake Stevens Master Trails Plan is organized into five chapters, each of which address different topics related to analysis, recommendations drafting, and implementation. The chapters contained within this Master Trails Plan include the following:

- 1) Introduction & Context:** provides background information on the City of Lake Stevens, the purpose and use of the plan, and the Plan's vision and goals.
- 2) Existing Conditions:** describes existing trail conditions, along with physical constraints and opportunities.
- 3) Proposed Trail Network & Amenities:** provides the proposed trail network with detailed information about the major trail connections.
- 4) Trail Design & Best Practices:** describes and defines best practices for trail facilities and amenities.
- 5) Implementation:** provides a framework for how plan objectives can be forwarded.

Benefits of Trails

Trails provide a number of community benefits. The following are some of the most notable benefits that an interconnected trails network can bring to Lake Stevens.

Multimodal Transportation

A network of trails that connect to various destinations provides people with multiple options for getting around the city. Paved trail networks dramatically expand opportunities for walking, biking, and other non-motorized forms of transportation for all users and abilities. The most fundamental benefit of having safe, comfortable, enjoyable, and useful trails is the ability to choose to travel in multiple ways.

Health

Trails can increase levels of [physical activity](#), which is a major component of a healthy lifestyle. Trails are often located in or near nature, which can improve mental health. Trails can also increase community well-being through reduced car trips, which improves air pollution and reduces potential crashes.

Environment

Vehicle emissions contribute the most to [Washington state's](#) greenhouse gases. By offering safe and convenient travel options, trails can reduce motor vehicle trips, which can thus improve air quality and reduce an individual's carbon footprint.



[Studies](#) have shown that trails can **lower blood pressure, create positive emotions, and increase physical**



One [study](#) found that **25% of trail users became physically active for the first time once a trail was built.**

Quality of Life

Trails improve a community's quality of life by providing more opportunities for recreation, access to nature, physical activity, commuting, and social connections. People are attracted to and continue to live in communities that they feel pride for and a connection with. Trails provide opportunities for families and neighbors to connect creating social ties among residents leading to a greater sense of belonging with the community as a whole.



Economic Benefit

Many studies have shown that trails have the potential to increase the value of adjacent properties due to the perceived benefit of having recreational facilities nearby. Due to the accessibility and recreational benefits of living nearby trails, they also can help to maintain longevity and viability of nearby residential areas for investment and re-investment.



Equity

A connected network of trails can provide safe, comfortable, and useful ways of travelling for all ages and abilities. Trails also expand access to destinations such as schools, jobs, homes, and parks. These non-motorized connections can be particularly beneficial for those experiencing economic hardship, providing a safe facility for travel by foot or bike. A network of trails connecting all neighborhoods of the city provides many more people with access to the health, environmental, quality of life, and economic benefits that trails can bring.



"Trail users identify fitness and health, relaxation and solitude, fun and enjoyment, seeking a challenge or personal control, and being outdoors and learning about nature as benefits...associated with using trails."



A study in Methow Valley, WA found that **homes located within 1/4 mile of a trail were sold at 10% higher prices** compared to the rest of the area.

Setting

The City of Lake Stevens is located in Snohomish County between Puget Sound to the west and the Cascade mountains and Mt. Baker-Snoqualmie National Forest to the east. Nearby cities include Everett and Marysville to the west and northwest of Lake Stevens and Snohomish to the south. Seattle, the nearest major city, is located just over 30 miles to the south.

Lake Stevens surrounds the largest lake in Snohomish County, from which the city is named. On land originally settled by the Snohomish Tribe and other indigenous populations, Lake Stevens eventually became a mill town in the late 19th and early 20th centuries, and grew as a popular residential and resort destination beginning around 1925. The City of Lake Stevens officially became incorporated in 1960 and has continued to grow into the thriving lakeside community it is today.

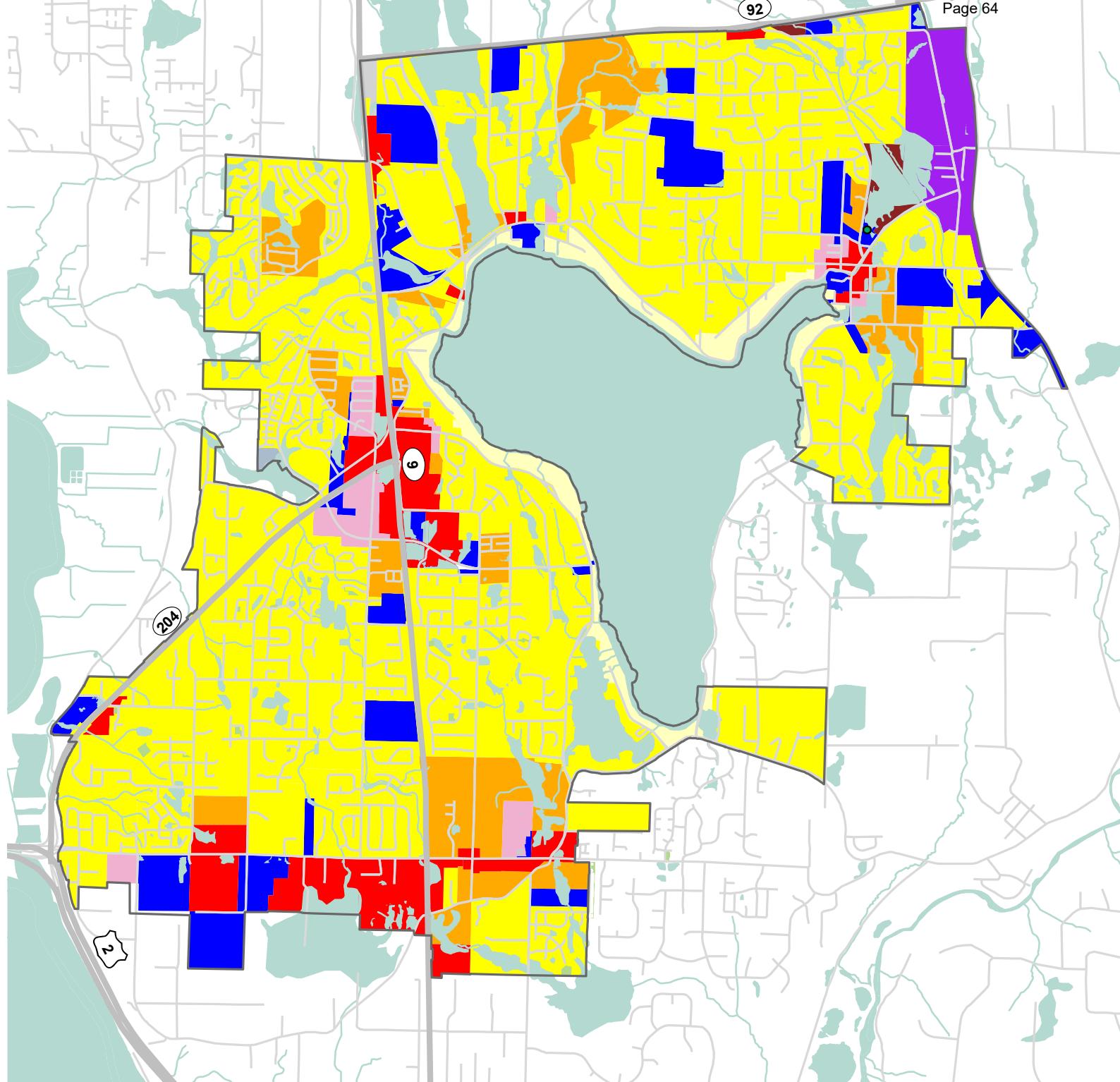
City Characteristics

Lake Stevens is a family-oriented community with suburban characteristics. The Existing Land Use Map provides an overview of the existing land use framework which shows that the majority of the community is comprised of single-family residential neighborhoods, another indication of the large number of families that call Lake Stevens home.

Commercial corridors are mostly located along major arterials and highways, with the exception of Downtown Lake Stevens, which is expected to grow as a mixed use destination. The primary commercial and job centers include Downtown Lake Stevens, the Hartford Industrial District, Lake Stevens Center and the 20th Street SE Corridor.

Additionally, the City of Lake Stevens has a rich outdoor and recreation culture with many activities and events centered on the lake as well as surrounding parks and trails.





LAKE STEVENS EXISTING LAND USE

EXISTING LAND USE

Commercial	Waterfront Residential
Industrial	Mixed Use
High Density Residential	Planned Business District
Med Density Residential	Public / Semi-Public

BACKGROUND

City Boundary
Streets
Highways
Water



0 0.5 1 MILES

Data provided by the [DATA SOURCE].
Map produced [MONTH] [YEAR].

Population & Physical Growth

The city's population has grown dramatically over the past 20 years. According to the 2000 Census, the City of Lake Stevens had a population of 6,361 and a land area of 2.16 square miles. In 2010 the population grew to 28,069 - a growth of 341% - with a land area of 8.9 square miles. The City of Lake Stevens continues to grow with a 2018 population estimate of 33,378 and, according to the 2016 Snohomish County Growth Monitoring Report, the city is projected to grow to 39,340 by the year 2035.

Much of this population growth can be attributed to the city's proactive annexation and rapid new residential growth. The graphic below reflects the growth of the city's physical area and population over the past 20 years. Between 2000 and 2009, the City underwent

expansive growth from an incorporated area centered around downtown, to the entire northwest side of the lake. Even more dramatic growth and expansion occurred between 2009 and 2018 with the city reaching a population growth of over 33,000, a significant population milestone.

With increased land and population comes the opportunity and need to plan for more trails and open space to meet new residential demands for recreation. As the city continues to grow and mature, the city has the opportunity to integrate an interconnected system of trails into the physical framework, providing recreational, accessibility, and quality of life enhancements for its growing population. The implementation of the trail network as development occurs is also a major opportunity for Lake Stevens as many annexed areas redevelop at higher residential densities in the form of new subdivisions that have dedication and frontage improvement requirements.



Demographics

According to the 2017 American Community Survey estimates, the City of Lake Stevens is a predominantly white community (77%) with a relatively young average age (33.5) and an above average median household income (\$82,500) compared to the county and state.

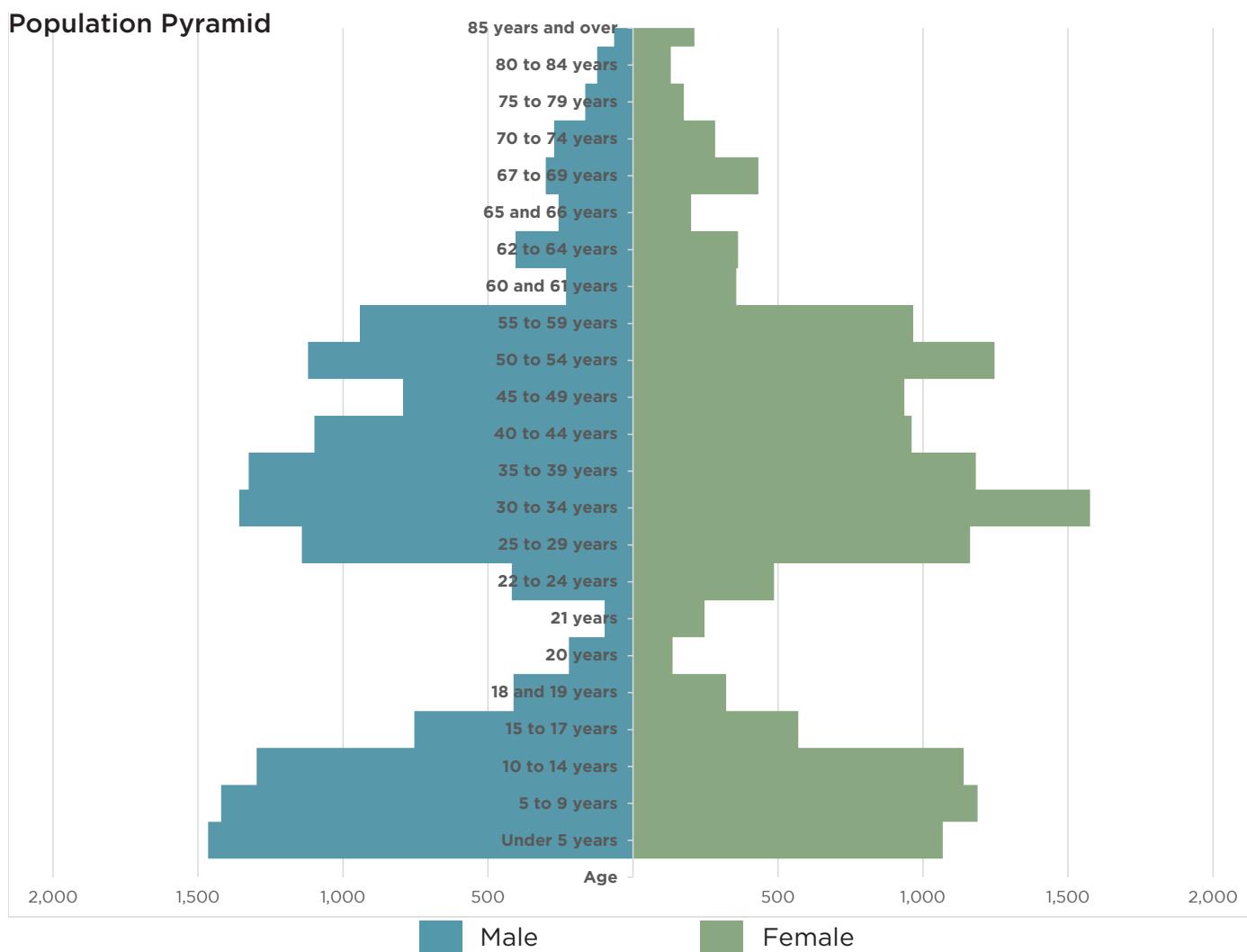
The population pyramid below shows that Lake Stevens has a large population of kids high school aged and younger and a large population of people in between the ages of 25 and 59. The community profile and age breakdown of Lake Stevens shows that the city has a large number of families with school-aged children present in the home. This profile highlights the need for safe and connected recreational facilities. Trails are a great way for families to stay active together, have fun, and safely travel around the city.

The City of Lake Stevens has

2.9
persons per household,

which is 20% higher than the Seattle metropolitan area and Washington state indicative of a higher number of families with children present at home.

Population Pyramid



These population numbers are from the ACS 2017 Population Estimates.

Public Input

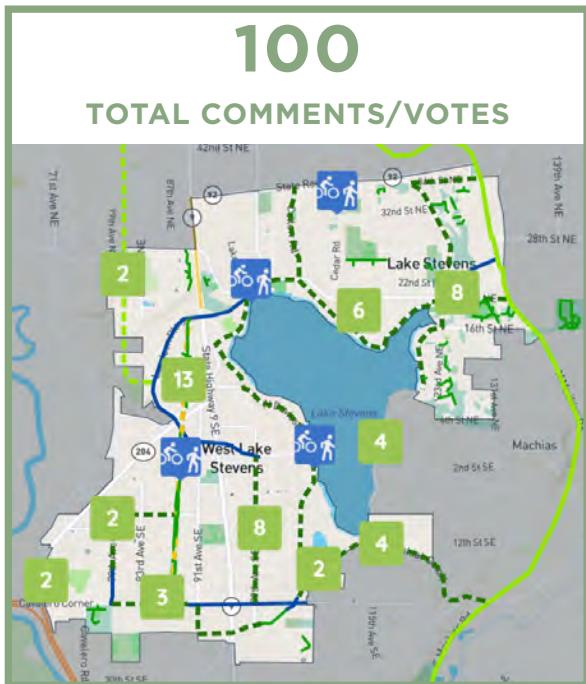
To inform the proposed trail network, people who live, work, and spend time in Lake Stevens provided their input through an online webmap, an online survey, and a community meeting. The public shared feedback on the existing walking, biking, and trail conditions as well as opportunities for future trails.

Online Webmap

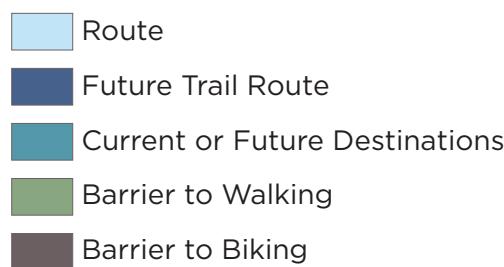
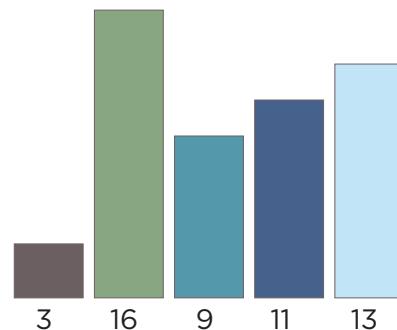
Between October 7th and November 22nd the City of Lake Stevens published a publicly accessible web map that allowed residents to indicate the following:

- Destinations I currently or would like to access
- Bicycle or walking routes that I currently use
- Opportunity for a future trail route
- Challenging locations for walking and biking

There were 100 total comments and votes and consistencies in the routes that were interactively drawn by participants, shown below. Most comments expressed barriers to walking in Lake Stevens, followed by existing and desired walking and biking routes.



Breakdown of Comments by Topic



 56 total comments/votes wanted improved or added sidewalks along certain routes

 50 total comments/votes expressed desire for improved routes along the lake

 20 total comments/votes related to desired biking routes or conditions

Online Survey

Between October 7th and November 22nd the City of Lake Stevens published a publicly accessible, non-statistical survey that allowed residents to rate the following:

- How they felt about existing and potential future trails
- How they use the trails today
- The barriers that prevent them from using trails

Most people were not satisfied with the existing trails and expressed a desire for a connected, city-wide network.

89%

of respondents are motivated to use trails for health & exercise and recreation.

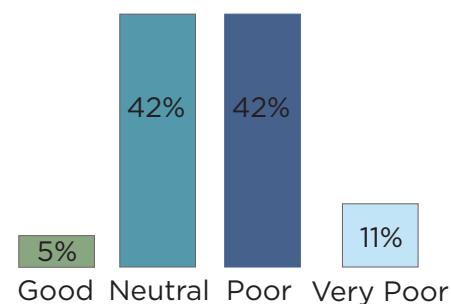
Community Meeting and Proposed Facilities Webmap

A community meeting was held on December 5th that allowed the community to view the results from the webmap and survey, see the preliminary trail opportunities, and offer their feedback and suggestions on future trail alignments.

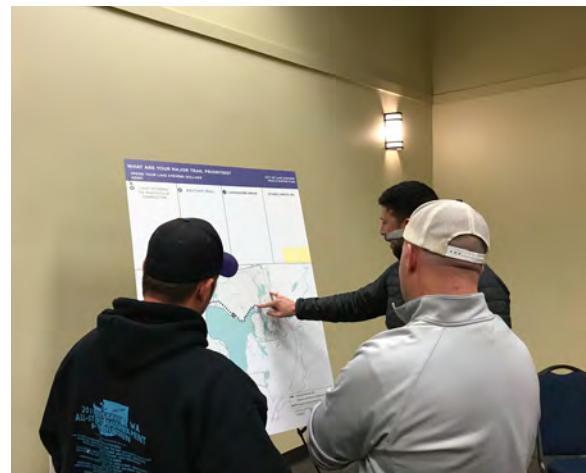
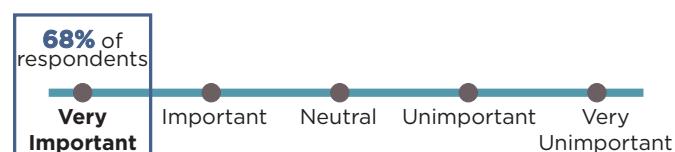
Due to limited turnout at the public meeting, a second interactive webmap was launched that provided the proposed trail alignments for public input. The webmap received great participation and feedback was overwhelmingly positive on the proposed trail alignments. Most comments were associated with three particular trail recommendations:

- **Westside Trail:** A proposed off-street trail that would traverse the large utility easement to the west of Highway 9.
- **99th Avenue Trail:** A proposed multiuse trail adjacent to the roadway.
- **Lakeshore Drive/Lake Adjacent Trail:** A proposed combination of temporary and future trail facilities that would enhance recreation near the lake.

How would you rate the City's current trail network?



How important is it for the City to invest in a connected city-wide trail network?



Vision

The City of Lake Stevens will expand its current recreational trails and create a system of quality and safe interconnected trails that increase recreational options, provide citywide access, enhance multimodal connectivity, and facilitate social connection.

Goals

- Provide a comprehensive network of multi-use trails for pedestrians, bicycles and skating using alignments along the public rights-of-way, through public landholdings as well as across cooperating private properties, which link residential neighborhoods to community facilities, parks, special use areas, commercial areas and the waterfront that meets the following level of service: one trail within one mile of residential areas.
- Provide for a comprehensive city trail system linking the downtown area, schools, parks, and the Centennial Trail.
- Establish a multi-use trail around the lake utilizing a combination of temporary facilities supplemented with longer-term capital facility planning.
- Design and construct the Westside Trail on the western side of the City, utilizing the extensive utility corridor and easement, extending from 20th Street SE northward to the northern extent of Lundein Parkway.
- Create a trail connection to Marysville to facilitate the creation of an additional regional trail facility in addition to the Centennial Trail.
- Establish a multiuse trail along 24th Street SE and South Lake Stevens Road that will eventually connect to the Centennial Trail as identified in the 20th Street SE Corridor subarea plan.
- Establish, expand and/or improve nature trails and boardwalks through open spaces with an emphasis on Eagle Ridge Park, Catherine Creek Park, Centennial Woods, Mill Cove Reserve, and the Grade Road Open Space.
- Establish and expand regional trail opportunities by connecting with the City of Marysville's trail network.
- Establish and expand local residential access to trails through facilities on 20th Street SE, North Davies Road, and Grade Road, using a combination of separated multi-use trals, sidewalks, and bicycle lanes.
- Establish a mountain biking park at the northern terminus of the Westside Trail.
- Increase the safety and accessibility for all trail users and support trail programming and education.



2. Existing Conditions

Existing Trail Network

The City of Lake Stevens currently has approximately 5 miles of trails, most of which are within existing parks and do not connect to other bicycle and pedestrian facilities. The existing trail network consists of paved and unpaved trails, a sidepath, and on-street bike lanes. Most of the trails are short segments of unpaved trails within parks. For example, Catherine Creek Park has a short trail within the park and the utility corridor that runs north-south on the western side of the lake has fragmented segments of unofficial unpaved trails. Hartford Drive has a paved shoulder, a type of facility directly adjacent to and separated from the roadway by paint striping, that connects the regional Centennial Trail to downtown Lake Stevens, but there is limited access to that sidepath from downtown.

On-street bike lanes exist along Lundein Parkway and Market Place for a little over 2

miles. Other shorter segments of bike lanes exist along S Lake Stevens Road, Fairview Drive, and 20th Street SE. These bike lanes provide some connectivity from residential areas to parks but are mostly disconnected, providing limited access to destinations.

Regional Trail Network

The Centennial Trail is a popular Snohomish County trail that runs for 1.7 miles through the City of Lake Stevens. The entire length of the trail runs for 30 miles from the Skagit County line in Arlington south to Snohomish. The trail will eventually connect further south to Woodinville in King County.

The City of Marysville has a growing network of trails including the 3 mile Bayview Trail. Marysville has plans to eventually connect this trail further south into the City of Lake Stevens. The City's opportunities for regional trail connections will greatly expand if connected to Marysville's trail network.



Adjacent to new development, the City has recently installed a multiuse path trail along S Lake Stevens Road just south of 20th Street SE.



The Centennial Trail is a popular county-wide trail that runs through Lake Stevens, north-east of downtown.



LAKE STEVENS TRAIL OPPORTUNITIES

EXISTING FACILITIES
& FUTURE OPPORTUNITIES

- Trail Opportunities
- Westside Trail Opportunity
- Lake Stevens to Marysville Connector Opportunity
- Existing Facility
- Existing Trails
- Existing Centennial Trail

BACKGROUND

- City Boundary
- Streets
- Highways
- Water



0 0.5 1 MILES



Physical Constraints

When identifying potential networks and specific routes for trails, physical constraints such as narrow right-of-way, challenging topography, and gaps in sidewalks can limit implementation. For trails outside of the public right-of-way, land acquisition can also be a constraint.

Narrow Right-of-way

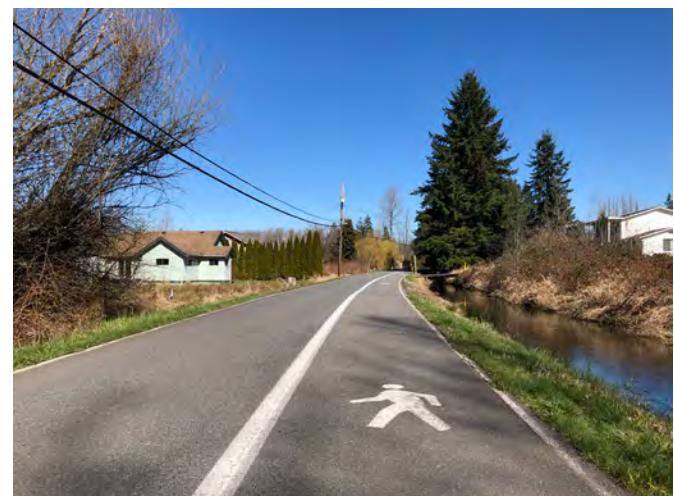
As noted in Chapter 01, the city has gone through a period of extensive annexations. Much of the land that the city now owns was originally subdivided and platted under a rural framework. These rural characteristics contribute to the prevalence of narrow rights-of-way which often complicate the ability to add trail facilities adjacent to roadways without property acquisition. There are areas, however, where sufficient right-of-way for a trail exists, such as Lake Stevens Drive where a trail facility is being constructed as part of a major roadway reconstruction project. These types of improvements, however, are costly and require capital project planning and are often supplemented by grant funding.

Challenging Topography

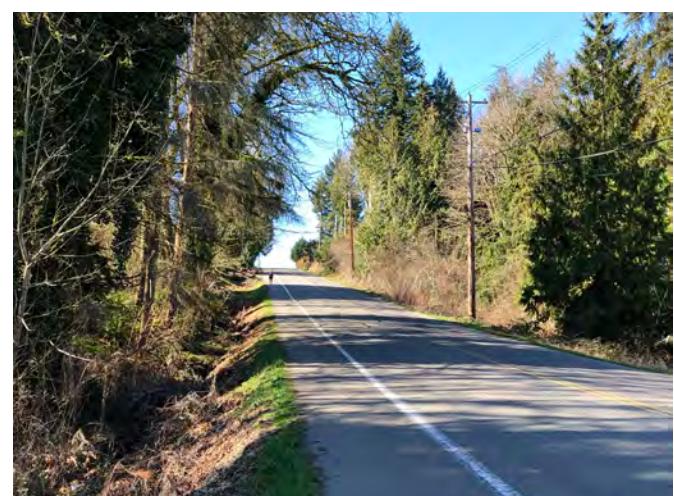
One of Lake Stevens' most attractive features, its topography and higher points around the lake, also pose difficulties with designing trails and facilities that can be comfortably used by people. Generally speaking, trails are designed to not exceed a five percent slope – anything under five percent is seen to be comfortable for users, with a target of less than three percent. Building an interconnected trail system that serves all ages and abilities becomes even more difficult when evaluating connections that meet these criteria. Chapel Hill Road is a prime example of a roadway that could continue the bicycle and pedestrian facilities currently present on Lundein Parkway/Market Place down to lake access at Willard Wyatt Park, however steep grades do not make this pathway a viable option for most users. These types of considerations are critical components of the overall trail planning process.



Sidewalks only exist along one side of the street. Photo: Alta Planning + Design



Due to narrow right-of-way, a sidepath was the best option for a trail on Hartford Drive in Lake Stevens. Photo: Alta Planning + Design



Chapel Hill Road provides a direct connection from the bicycle facility on Lundein Parkway to the lake, but the steep grades do not make this pathway a viable option. Photo: Alta Planning + Design

Established Neighborhoods

Much of the city has established neighborhoods that present challenges for off-street trail connectivity since it is difficult, extremely costly, and often infeasible to navigate a trail through established neighborhoods due to the unavailability of land within the existing development framework. Established neighborhoods without an interconnected system of open spaces, such as buffers associated with linear creeks, are generally barriers for trail implementation.

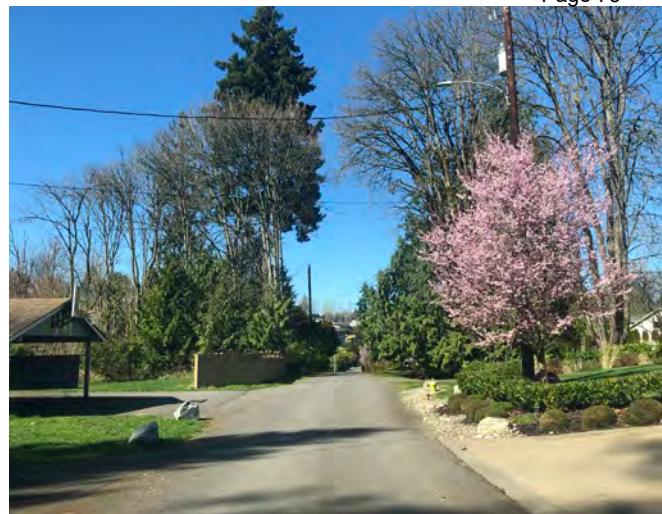
Trail Opportunities

Frontage Improvements

Mentioned previously, it is often difficult to retroactively create an interconnected trail framework after community buildout has occurred. Luckily, Lake Stevens has not reached buildout and there are still areas, particularly where future growth is projected, that can be capitalized on for facilities. 99th Avenue SE is one of the City's prime opportunities to implement a trail through frontage improvements since it is located in an area where new residential growth is occurring. As the road is incrementally built, frontage improvements can implement the formalized trail and gaps between improvements can utilize a well-marked widened shoulder.

Utility Corridors

Perhaps the greatest opportunity for trail implementation at the city-wide scale lies within utility corridors. The city has a number of large utility corridors on the western side of the community where city acquisition of land has already begun near 20th Street SE. These corridors are owned or encumbered by utility easements that prohibit development. They are, however, often utilized for trail facilities with some restrictions on vertical elements, particularly when underneath powerlines. Memorandums of Understanding (MOU) and other agreements between local jurisdictions, utility purveyors, and, if applicable, owners are regularly created to allow for use, construction, and maintenance of trails. Trail facilities can also serve as maintenance roadways for utilities needing access to infrastructure.



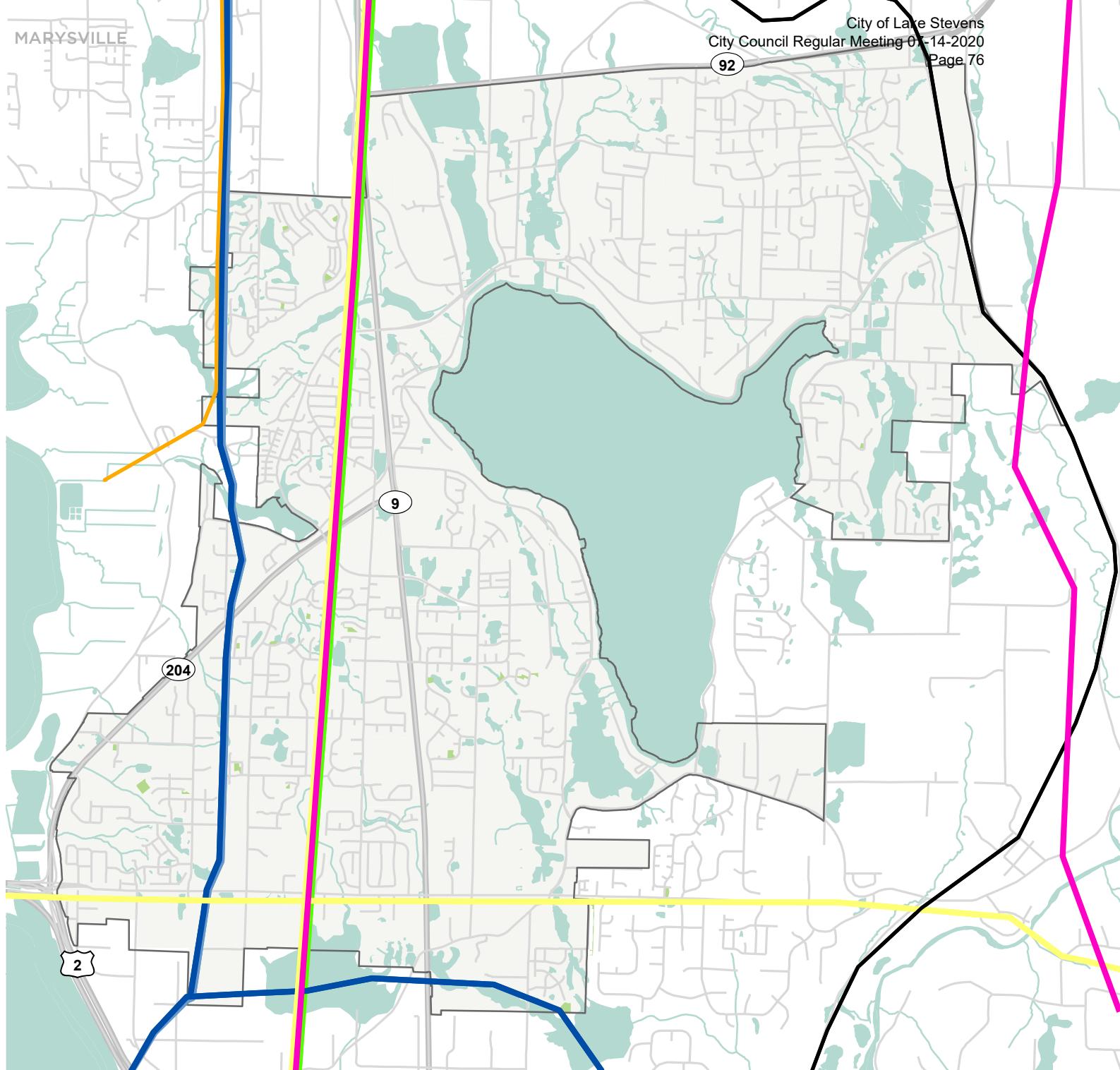
The image above shows a dead-end street in an established neighborhood. There are limited options for trails through these already-built neighborhoods.



The image above shows a section of [insert street name here] with new development and frontage improvements including a multiuse trail.



The city's largest utility corridor, pictured above, provides one of the greatest opportunities for trail implementation.



LAKE STEVENS UTILITY CORRIDORS

EXISTING UTILITY CORRIDORS

- Bonneville Power Administration
- Centennial Trail
- High Pressure Water Pipeline
- Olympic Pipeline
- Puget Sound Energy
- Seattle City Light
- Snohomish County PUD

BACKGROUND

- Streets
- Highways
- City Boundary
- Water



0 0.5 1 MILES





3. Proposed Trail Network

Building upon the existing conditions analysis and public input, the purpose of the following chapter is to present the proposed trail network for the City of Lake Stevens, focusing on trail routes and the preferred facility types for each of these routes. The chapter will introduce the proposed trail network, the associated trail classifications, and will discuss the opportunities and challenges for the major north-south and east-west trails.

The proposed trail network consists of the north-south and east-west trails that make up the core *spines* of the network, as well as the major neighborhood-level connections. The focus of the proposed trail alignments will be on the spines, with neighborhood-level connections covered in less detail.

Trail routes are the emphasis of the proposed network, while facility types are flexible in how they are implemented. The facility types for each of the proposed trails reflect the optimal choice based upon existing conditions. The City may choose, however, any of the other facility types listed in this plan should additional right-of-way or funding become available. Design and implementation are further covered in chapters 4 and 5.



Proposed Network

The Proposed Trail Facilities Map depicts the proposed city-wide trail network for Lake Stevens. It is a system of various trail facility types that specifically consider some of the constraints identified within previous chapters of this plan, such as topography and limited right-of-way space. The proposed trail facilities are also a reflection of many of the public input themes identified through the plan's virtual engagement efforts.

In terms of trail routes, public input from the online webmap and survey showed a strong desire for a path around the lake as well as safe, connected north-south and east-west routes through the city. These types of routes were consistently identified by the public in the interactive webmap that allowed residents to draw in the routes they felt were the most needed.

The public input was supplemented with assessing existing conditions to identify the feasibility of implementing trails in areas

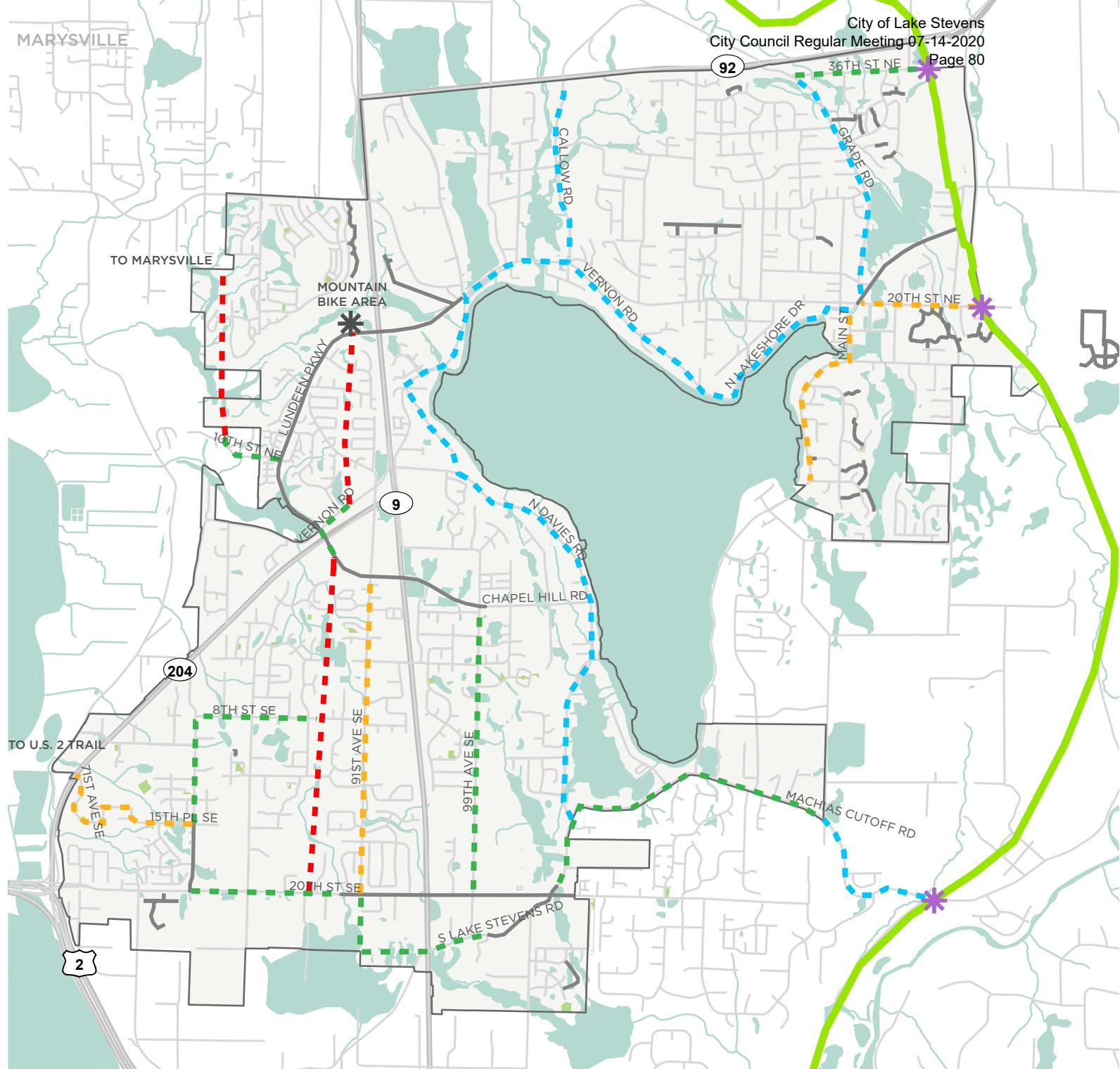
identified as potential trail opportunities.

Areas in SW Lake Stevens have the greatest ability to be implemented as frontage improvements are made as part of new development. In more established areas of the community where right-of-way constraints are much more prominent, striped sidepaths and bicycle facilities are a more immediate opportunity to create connectivity. These sidepaths and striping facilities can be improved in the future as part of larger capital projects.

Two major off-street trails proposed for Lake Stevens include the Marysville Connector Trail and the Westside Trail. The Marysville Connector is a proposed trail alignment that can connect Lake Stevens to the Bayview Trail which is being incrementally built within a utility corridor in Marysville. The proposed Westside Trail has the opportunity to be a signature trail in the community, connecting numerous residential neighborhoods, parks and recreation facilities, and commercial centers. The following chapter provides greater detail into the proposed trail network.



A rendering of the proposed Westside Trail, a cornerstone of the proposed facilities, discussed in greater detail in this chapter.



LAKE STEVENS PROPOSED TRAIL FACILITIES

EXISTING & PROPOSED TRAILS

- Bike Facility & Sidewalk
- Off Street Trail
- Multiuse Trail
- Sidepath
- Existing Trail Facility
- Existing Centennial Trail

BACKGROUND

- * Centennial Trail Connection
- City Boundary
- Streets
- Highways
- Water



0 0.5 1 MILES



Lake Stevens to Marysville Connector

The Lake Stevens to Marysville Connector is a proposed trail that connects the bike lanes on Lundein Parkway along 10th Street NE and into a utility corridor north to Marysville. The trail would eventually connect to Marysville's Bayview Trail that runs along the same utility corridor. The Lake Stevens to Marysville Connector would expand Lake Stevens' access to the region through the City of Marysville and its growing network of trails. As noted in the following section regarding the Westside Trail, this trail is the preferable route north to connect into Marysville instead of continuing the Westside Trail north of Lundein Parkway. The Lake Stevens to Marysville Connector provides less topography and a direct connection into Marysville's planned Bayview Trail extension. Coordination would be necessary between unincorporated Snohomish County, Snohomish County PUD, and the City of Marysville.

Lakeshore Drive Trail

The proposed trail along Lakeshore Drive provides a direct east-west connection between the Westside Trail, through Lundein Parkway's bike lanes, to the Centennial Trail, through Downtown Lake Stevens. This trail is preferable to 20th Street NE because it has less traffic and meets the goal of having a route along the lake. Both 20th St NE and Lakeshore Drive have relatively narrow right-of-way width, however, given the local traffic and residential character of the street, there is more design flexibility along Lakeshore Drive.

The most immediate solution to make Lakeshore Drive a safe route for people walking and biking is to continue the pedestrian sidepath and add shared-lane markings, also called sharrows, in the travel lanes for bicycle traffic.



The existing Bayview Trail that runs along the utility corridor in Marysville. Source: City of Marysville



The image above shows a section of Lakeshore Drive with a pedestrian sidepath.

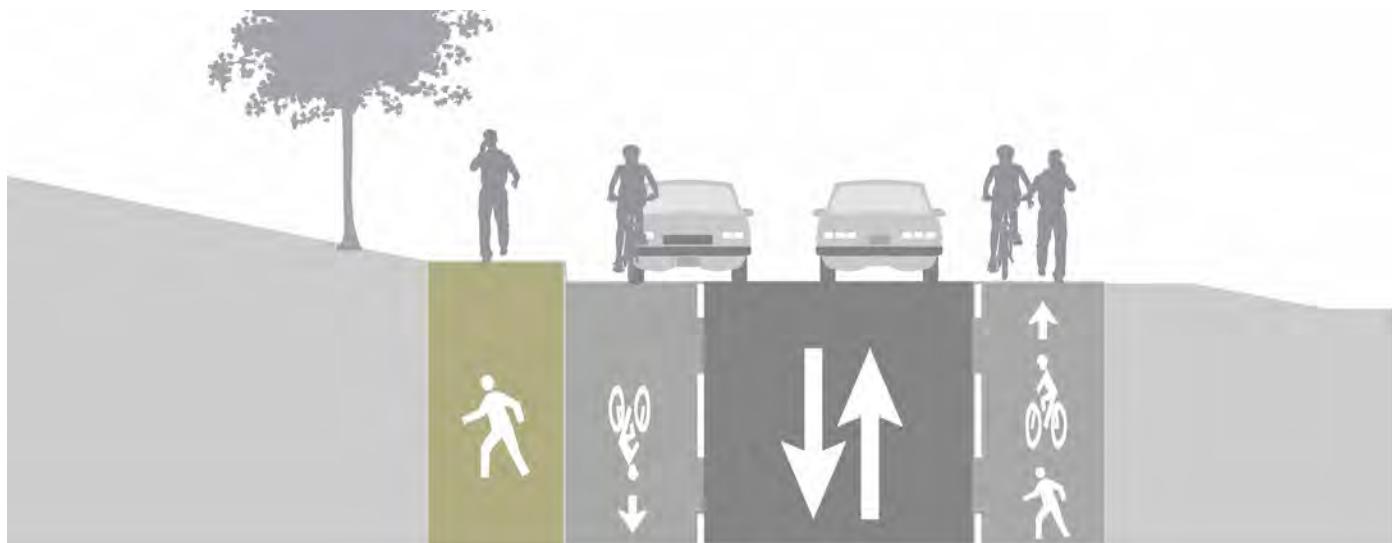


The image above shows a sharrow on a two-lane road.

Lakeshore Drive has relatively high traffic volumes for a residential street, as people like to cut through from Lundein Parkway to Main Street, bypassing 20th Street NE. Some residents have expressed the desire for traffic calming to slow speeds along Lakeshore Drive. As a result of these conditions and feedback, traffic calming measures should be added to Lakeshore Drive--in addition to striped sharrows and the continuation of the sidewalk to create safe conditions for people walking and biking.

Lakeshore Drive is currently too narrow to keep the two travel lanes and add separated space for bicyclists and pedestrians. Another option is an advisory shoulder, which creates room for bicyclists and pedestrians when streets are otherwise too narrow. Two-way streets with one travel lane in each direction, such as Lakeshore Drive, are converted to one shared two-way travel lane to create room for shoulders. Cars share the center lane and bicyclists and pedestrians are encouraged to use the shoulders. With one shared travel lane, cars are shown to travel more slowly and can encroach into the advisory shoulders when needed to pass.

An advisory shoulder is an inexpensive option, but requires roadway users to learn new behavior. This option would also require traffic calming to deter through traffic and high speeds.



The above diagram is the advisory shoulder concept along Lakeshore Drive. Implementation would require major traffic calming to reduce traffic speeds and volumes.



The image above shows a sharrow and a speed bump for traffic calming.



The image above shows an example of an advisory shoulder.

Westside Trail

The most significant trail opportunity in Lake Stevens is the Westside Trail. The proposed trail would utilize a large utility corridor currently utilized by the Bonneville Power Administration, Seattle City Light, and Snohomish County PUD. The trail is proposed to extend from 20th Street SE northward to Lundein Parkway.

Context

A trail along the utility corridor that runs parallel to State Route 9 in Lake Stevens was included in the Lake Stevens Center Subarea Plan (2012), the 20th Street SE Corridor Subarea Plan (2012), and the Lake Stevens Comprehensive Plan (2015). The utility corridor currently has a series of informal unpaved paths, generally utilized for access by utility operators, as well as a playground and sports field in Frontier Heights Park. The City has been acquiring parcels for park development near 20th Street SE which can jointly be used to facilitate trail construction.

As discussed previously, it is difficult to build city-wide trails without using either existing rights-of-way along roadways, which are often constrained and narrow, or utility corridors. The Westside Trail is a prime north-south corridor that could be the primary north-south trail spine on the western side of the City. Building a trail will require partnerships and agreements with the current utility purveyors along the trail, including Bonneville Power Administration and Seattle City Light, and easements from several homeowner associations along the trail.

Challenges

Discussed in more detail to follow, one of the primary challenges to realizing the Westside trail lies in the multifaceted ownership and operation of land along the corridor. By nature, utility corridors are complex and often exist through a combination of direct ownership by utility purveyors or through usage easements across parcels owned by others. These easements grant purveyors the ability

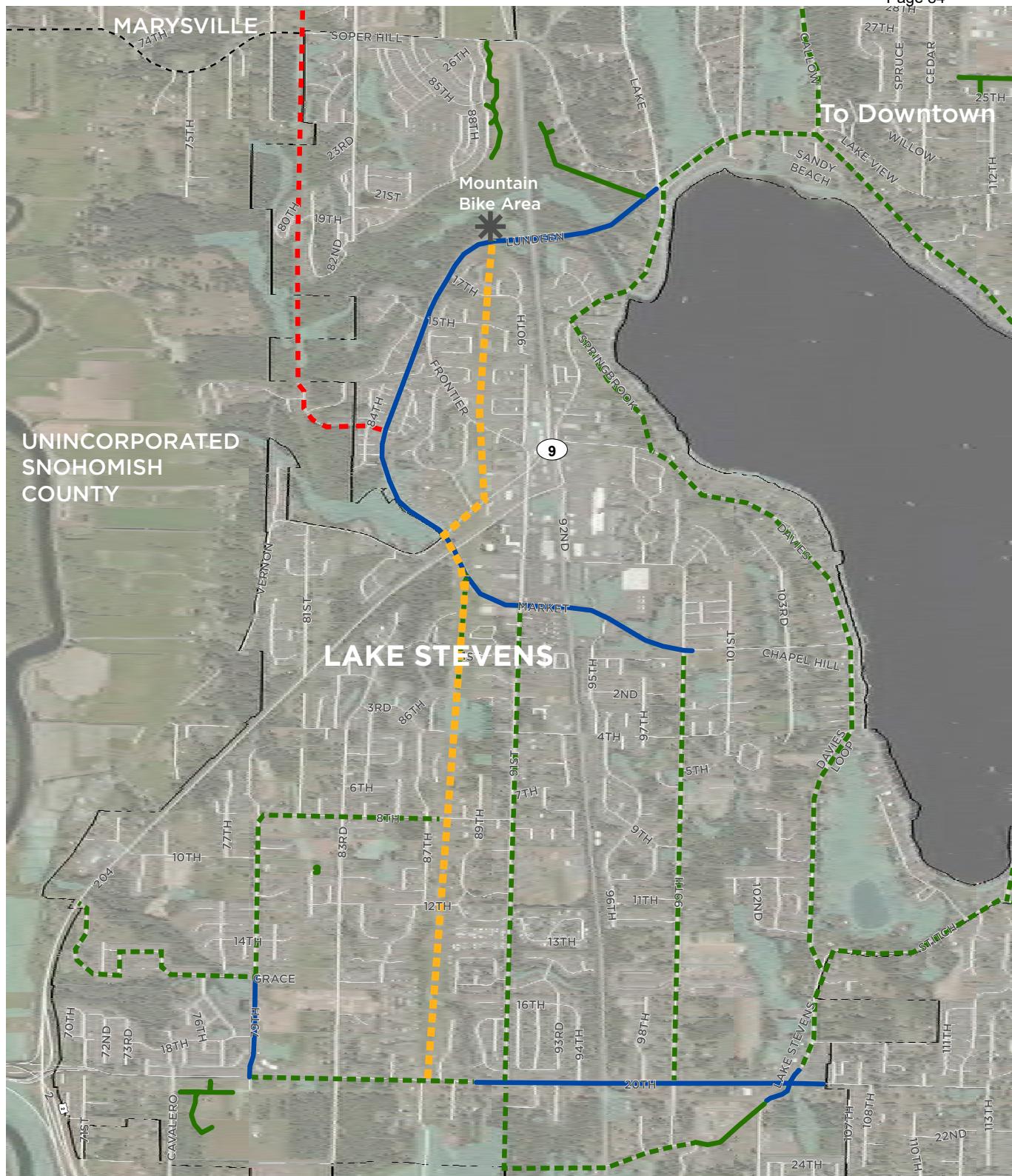
to regulate the type of disturbances that occur within the easement with primary consideration given to the impact on their utilities. While utilities generally work with local entities to allow for trail construction, they typically have strict standards against vertical elements along trails, limiting the types of amenities that can occur.

An additional challenge along the utility corridor are areas of topography. A major ravine exists at the far northern area of the proposed trail, north of Lundein Parkway. This topography limits the ability of the trail to extend northward from this point. Due to this major ravine, an alternate connector to Marysville has been proposed. The other area of topography is just south of Market Place, near the SH 204 crossing.

Opportunities

The Westside Trail is a big opportunity for a north-south trail spine that provides an off-street trail for users of all ages and abilities. The trail has the potential to attract a variety of users because it connects the 20th Street SE Corridor and the Lake Stevens Center, both areas with existing and planned future business, retail, and housing development, and runs through residential areas. Residents would have enhanced access to jobs, shopping, and recreational opportunities.

At the northern extent of the Westside Trail, Lundein Parkway would provide connectivity to the proposed Marysville Connector Trail on the west, and provides access to downtown via Lakeshore Drive. To the south at 20th Street SE, the trail can connect with proposed east-west facilities south of the lake, including the S. Lake Stevens Road multiuse trail. The City has acquired property within the utility easement between 20th Street SE and 8th Street SE which could be the first major segment of the trail for implementation. The City is currently building sports fields, for example, within the utility corridor right-of-way near 20th Street SE. Additionally, mountain biking trails in the northern ravine leverage topographic constraints for recreation.



WESTSIDE TRAIL & CONTEXT

- Proposed Westside Trail
- Proposed Trails
- Proposed Lake Stevens to Marysville Connector
- Existing Bike Lanes
- Existing Trails

BACKGROUND

- City Boundary
- Elevation Contours (5 ft)
- Lake Stevens Parcels
- Wetlands

0 0.25 0.5 MILES

Physical Evaluation

A high-level engineering evaluation was performed along the full extent of the proposed Westside Trail. The high-level assessment indicated that the utility corridor is well-suited overall to accommodate the proposed Westside Trail. The land is generally flat with a gentle slope, with the exception of areas mentioned previously, and the utility corridor provides almost direct access to schools, jobs, and shopping.

Listed below are some key physical considerations for the future trail alignment:

- Residents and the utility company have already made some physical improvements to the utility corridor, such as clearing the corridor of major vegetation to provide maintenance vehicle access. Future trail construction should connect, where feasible, to these existing areas where clearing has already occurred. Cleared areas converted to a trail can be leveraged by utility purveyors as maintenance roadways, providing a benefit to utilities.
- Directly north of 8th Street SE, on the east side of the utility easement, three homes appear to take direct access from a shared driveway within the utility corridor. This access would require preservation; however, a maintenance roadway appears to provide an alternate route for the Westside Trail.
- The Westside trail crossing of SR 204 would need to be carefully designed to prioritize the safety of people walking, biking, and rolling. The preferred, lower-cost option would be an at-grade crossing at the existing signal at SR 204 and Market Place.
- Intersection improvements would be needed at both ends of the trail - at both 20th Street SE to the south and Lundein Parkway to the north - to ensure that users have safe and comfortable trail access.



The image above shows Frontier Heights Park within the utility easement, directly north of Pioneer Circle.



The image above depicts a cleared area utilized by maintenance vehicles near 15th Street NE.



The image above depicts an example of the recommended trail crossing at SR 204.

Crossing at SR 204

As shown on the Westside Trail & Context Map, the trail crossing at SR 204 is the most significant crossing along the extent of the trail. A combination of the high cost of constructing a vertical crossing over SR 204, along with the limitations of vertical structures within the utility easement, make any physical crossing structure at this location unlikely. A better alternative is to enhance the SR 204 and Market Place signalized intersection to function as the trail crossing of SR 204.

To the north of SR 204, the trail would transition from an off-street trail to a multi-use trail along Vernon Road, keeping with trail width standards of a minimum of 10' in width, preferably 12 feet. The trail would cross Lundein Parkway and continue southward on the west side of the roadway, keeping with a minimum width of 10 feet. The presence of stormwater detention facilities on the western side of Lundein Parkway may present opportunities to accommodate the trail with landscape separation from Lundein Parkway.

The trail would utilize the pedestrian interval for the crossing of SR 204, with traffic control changes that would limit vehicular turns during this crossing cycle for additional user protection. The trail would continue southward on the west side of Market Place, continuing at a minimum of 10' width with landscaping separation from Market Place, where able. The trail would then re-connect with the utility easement and transition back to an off-street trail southward.

As part of the evaluation, the western side of Lundein Parkway / Market Place was seen as more optimal for trail construction. The widening of existing sidewalks from 5 feet to a minimum of 10 feet would likely require additional right of way. The presence of stormwater detention facilities and available right-of-way directly south of SR 204 present an opportunity for cost reductions, along with an opportunity to include trail separation from the adjacent roadway, helping to provide a more comfortable and safe crossing for all users and abilities.



20th Street SE looking northward over Westside Trail

Ownership Evaluation

The parcel ownership exhibit provides an overview of current ownership patterns along the extent of the proposed Westside Trail, broken into the following categories:

- **Private Ownership:** These parcels represent areas of direct ownership, generally by a single interest. These parcels are generally divided into parcels that are vacant and parcels that have a structure but have granted an easement for utility purveyors. Vacant areas represent opportunities for potential acquisition and parcels where an easement has been granted from a private owner present an opportunity for either purchasing of a portion of the land for the trail, or working with the property owner for a trail easement.
- **City Ownership:** These parcels are currently owned by Lake Stevens. These are the most obvious areas for trail operation, but will still require an agreement with the utility purveyors for trail construction.
- **Purveyor Ownership:** These are parcels that are currently owned by a utility operator. These areas are confined to the SH 204 crossing vicinity. This portion of the proposed trail will utilize a Vernon Road to Lundein Parkway crossing of SH 204, making only the purveyor ownership area directly north of Vernon Road applicable to the trail. This parcel could be considered for acquisition by the city, for an extension of Frontier Heights Park. Alternatively, the city would have high probability of acquiring a trail easement from the purveyor at this location.
- **Shared Interest / HOA Ownership:** These are parcels owned in common by a homeowners association (HOA). The city has an opportunity to construct extensive areas of the trail by acquiring easements from the underlying HOA, typically requiring voting and approval by a percentage of homeowners.



Trail Implementation Phasing

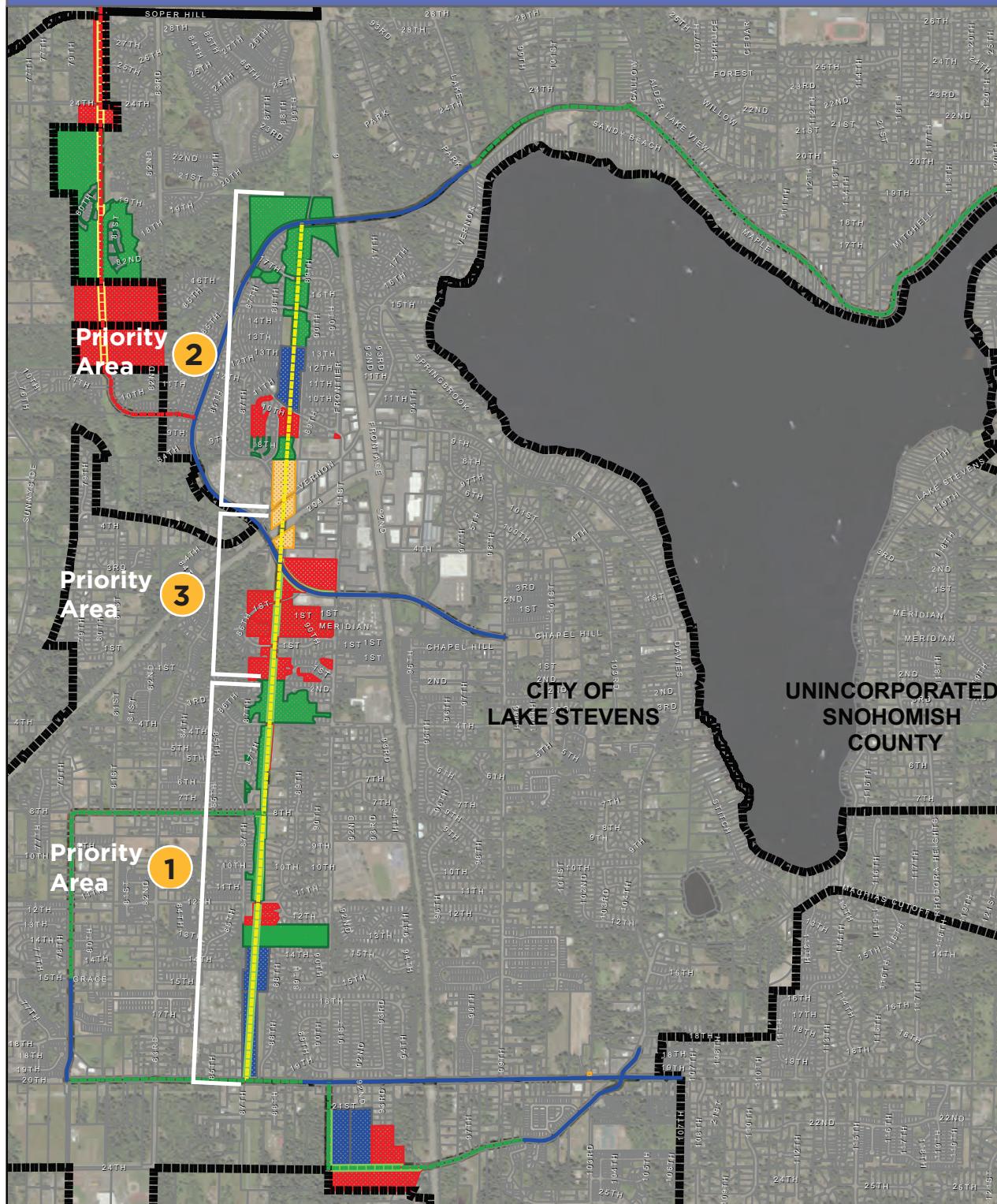
The parcel ownership exhibit reveals a number of important phasing realities. First, the city has been proactively acquiring land at the southern extent of the trail. Directly to the north of the acquired land lies several small parcels under individual ownership where easements can potentially be acquired. The remainder of the trail alignment south of 4th Street SE is generally owned by only two HOA's. Conversations with these two HOA's could lead to phase 01 trail implementation between 4th Street SE and 20th Street SE.

Second, the city owns a portion of the alignment north of Frontier Circle. Areas north of this area of ownership are generally all owned by HOA's, representing a second opportunity for easement acquisition and trail construction, including implementation of the mountain bike park. The area north of Vernon Road presents an optimal Phase II implementation strategy.

Finally, the remaining area of the alignment between Vernon Road and 4th Street SE is generally owned by a number of different separate owners. Vacant parcels could be incrementally acquired by the city, as opportunities present themselves. Additionally, easements could be incrementally acquired from sites that currently have existing structures in anticipation of the future trail connection. Due to fragmented ownership, along with the expenses associated with the trail improvements needed at the SH 204 crossing, this portion of the trail is recommended for phase 03 implementation.

PROPOSED TRAIL NETWORK: PARCEL RECOMMENDATION

City of Lake Stevens
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CITY OF LAKE STEVENS
TRAIL MASTER PLAN
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EXISTING AND PROPOSED FACILITIES

- EXISTING BIKE LANE
- PROPOSED LAKE STEVENS TO MARYSVILLE CONNECTOR
- PROPOSED WESTSIDE TRAIL
- TRAIL OPPORTUNITIES

LDC | Surveying
Engineering
Planning

alta
PLANNING + DESIGN

LAND OWNERSHIP TYPE

- Private
- City
- Purveyor
- Shared Interest/HOA
- Primary Route
- Secondary Route
- CITY LIMITS

0 0.25 0.5 Miles



Neighborhood Connections

The Lakeshore Drive Trail and Westside Trail provide the north-south and east-west spines of the proposed trail network within Lake Stevens. The Lake Stevens to Marysville Connector is a major regional trail. In addition to these major contributors to the Lake Stevens trail network, there are a series of neighborhood trails that connect to these major trails as well as other destinations such as parks and businesses. Below is a list of all of the trail segments and their significance to the trail network. The segment numbers are associated with the numbers on the map.

1 Planned Development Trail

This trail is already planned as part of the new commercial development along 20th St SE and will connect to the trail and bike facility along S Lake Stevens Rd.

2 20th St SE

This section of trail will connect existing bike facilities on 20th St SE and Fairview Dr. It also connects to the proposed Westside Trail and the existing Cavalero Park.

3 Fairview Dr & 8th St SE

This trail segment connects the existing bike lanes on Fairview Dr to the proposed Westside Trail, giving residents in this area more access to the network.

4 99th Ave SE

This trail segment gives residents east of State Route 9 access to the trail network. This route connects the bike facilities on 20th St SE and Lundein Parkway as well as to businesses north of Market Pl.

5 S Lake Stevens Rd to Machias Cutoff

This trail segment residents in West and South Lake Stevens to the regional Centennial Trail.

6 N Davies Rd

This trail segment contributes to the goal of providing a path around the lake. A potential trail connection would need to be made between N Davies Rd and Springbrook Rd.

7 Callow Rd

This trail segment connects residents north of the lake, which includes a new planned development, to the Lakeshore Drive trail.

8 Grade Rd & 36th St NE

This trail segment provides residents north of the lake to Downtown and the Centennial Trail.

9 20th St NE

This trail segment provides a more direct route from Downtown to the Centennial Trail and connects to Mt. Pilchuck Elementary and Catherine Creek Park.

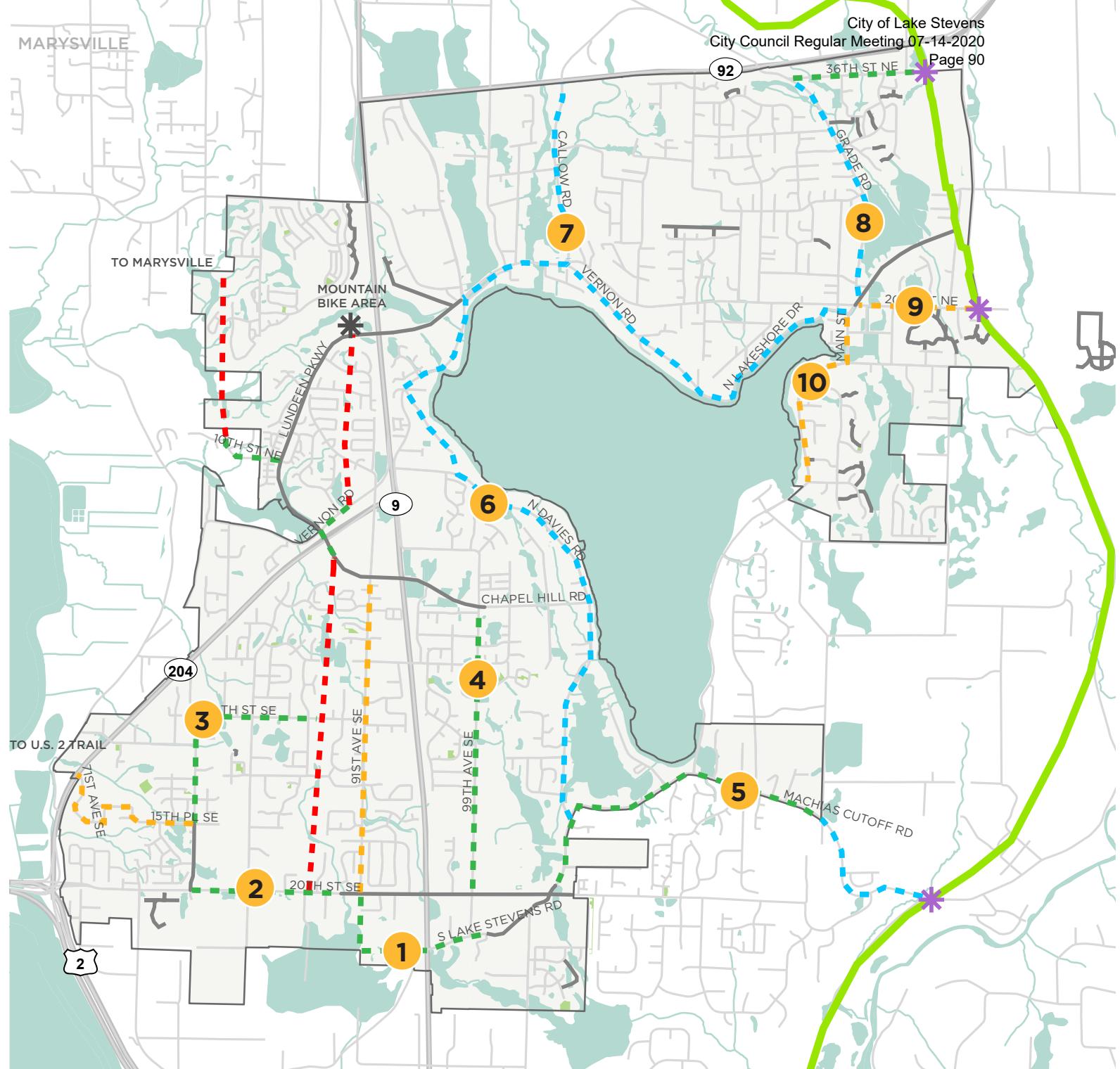
10 Main St & E Lake Stevens Rd

This trail segment reflects the community's desire to have more access along the lake and gives residents east of the lake to Downtown.

From Trail Opportunities to Proposed Trail Network

The trail opportunities map, as mentioned at the end of Chapter 2, was a preliminary map showing possible routes before public input. The map was based upon an initial look at existing conditions as well as previous community feedback from the 2019 Parks and Recreation Survey.

The major differences between the two maps is that most of the neighborhood connections were added in response to public input from the webmap and further existing conditions analysis. E Lake Stevens Rd, while fulfilling the desire for a route around the lake, was excluded because it lies outside of city limits. This route could be considered in the future upon further collaboration with Snohomish County.



Lake Stevens Proposed Trail Segments

EXISTING & PROPOSED TRAILS

- ■ ■ Bike Facility & Sidewalk
- ■ ■ Off Street Trail
- ■ ■ Multiuse Trail
- ■ ■ Sidepath
- Existing Trail Facility
- Existing Centennial Trail

BACKGROUND

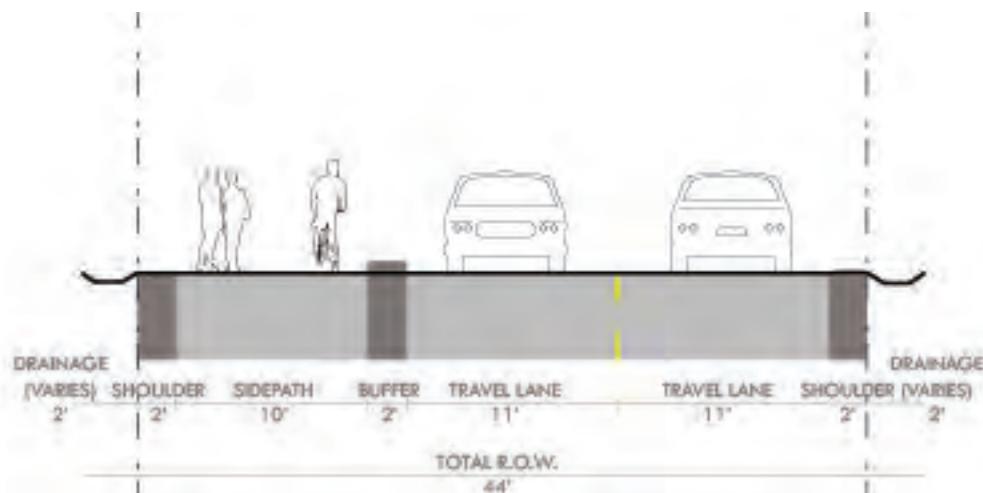
- * Centennial Trail Connection
- City Boundary
- Streets
- Highways
- Water





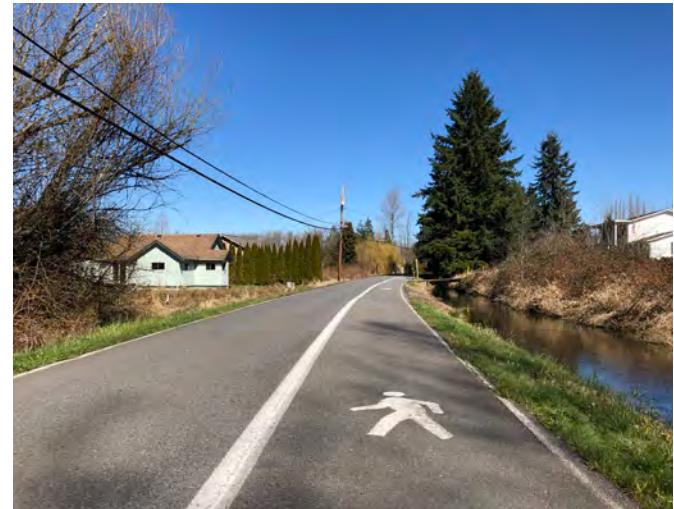
Trail Classifications

Sidepath



Description

A sidepath is a path directly adjacent to the street shared by people walking, bicycling, or rolling. In Lake Stevens, this is a common sidewalk application and can be found on various segments of Lakeshore Drive, 99th Ave SE, and E. Lake Stevens Road. The cross-section above depicts an application on a roadway with a wide shoulder, but applications in Lake Stevens are often much more narrow. The image to the right shows an application along Hartford Drive which connects downtown Lake Stevens to the Centennial Trail.

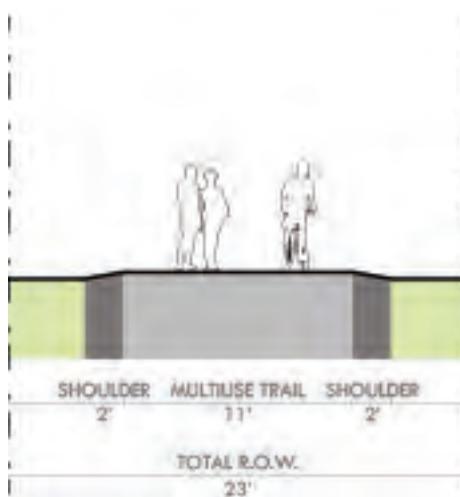


Design Considerations

The application of sidepaths across Lake Stevens are generally varied and range in widths. Sidepaths should be implemented as a temporary solution and should be upgraded as capital projects occur. A sidepath should have a minimum width of five feet. It is important that sidepaths have frequent pedestrian markings and be accompanied by signage alerting traffic to the presence of pedestrians. As frontage improvements are made to include a higher quality network, sidepaths can also be used to temporary link together new infrastructure segments.

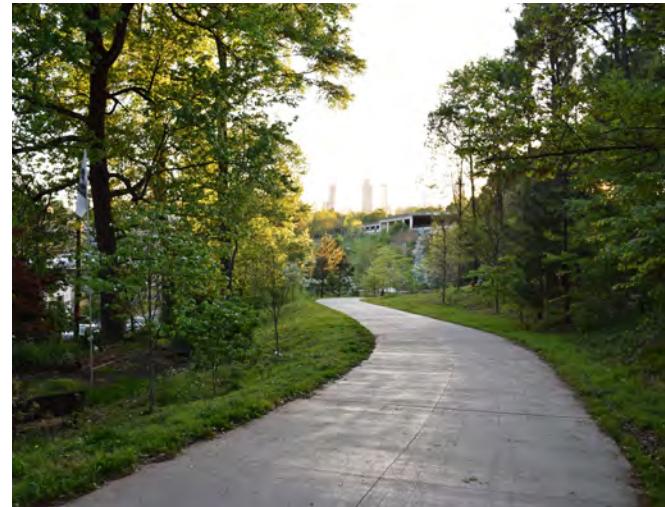


Off-Street Trail



Description

An off-street multiuse trail provides direct, mostly uninterrupted connectivity along stretches of land such as utility corridors or railroad tracks. This type of trail is typically surrounded by nature and open space and is shared by all non-motorized users. In Lake Stevens, the two primary off-street trails in the proposed network include the proposed Westside Trail and the proposed Marysville Connector Trail.

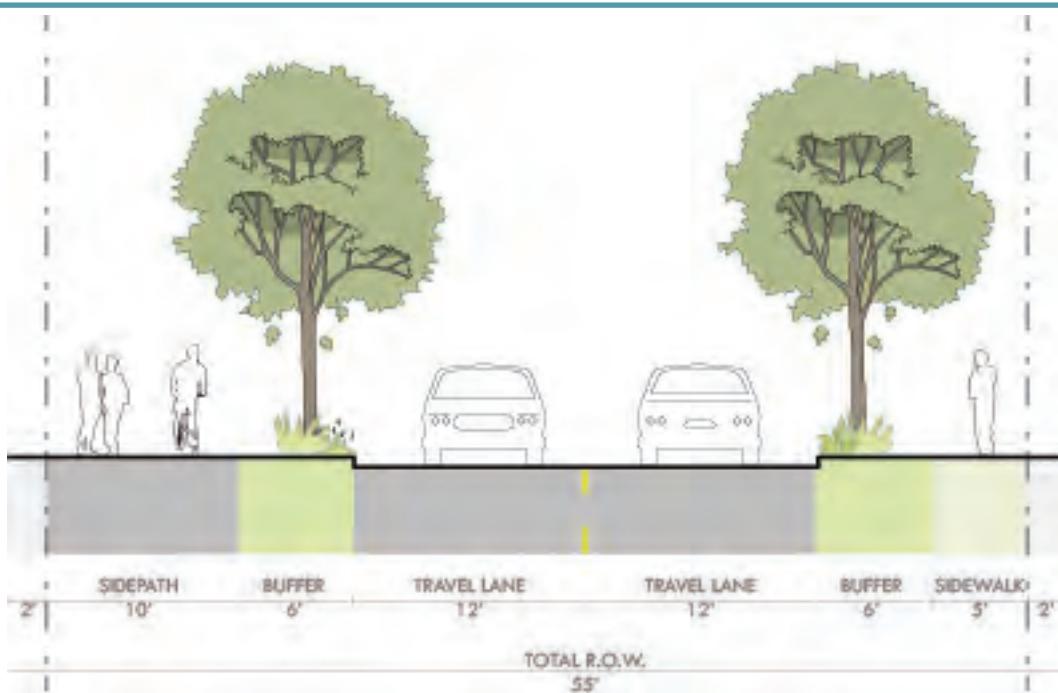


Design Considerations

Off-street trails should have frequent access points from the roadway network and be accompanied by visible trailheads at trail entrances. Wayfinding signage should clearly direct users in both directions. Trail users should be highly visible and have the right-of-way at street crossings.



Multiuse Path



Description

A multiuse paths typically adjacent to the street but with substantial separation from motor vehicles; vegetation such as trees can enhance the user experience. The path is shared by people walking, biking, or rolling. The Lake Stevens multiuse pathway, shown to the right, is an example of this type of facility. Other opportunities for Multiuse trails include 99th Ave SE, 8th Street SE, and Fairview Drive. These are growing areas of Lake Stevens where frontage improvements can incrementally implement roadway adjacent multiuse trails.

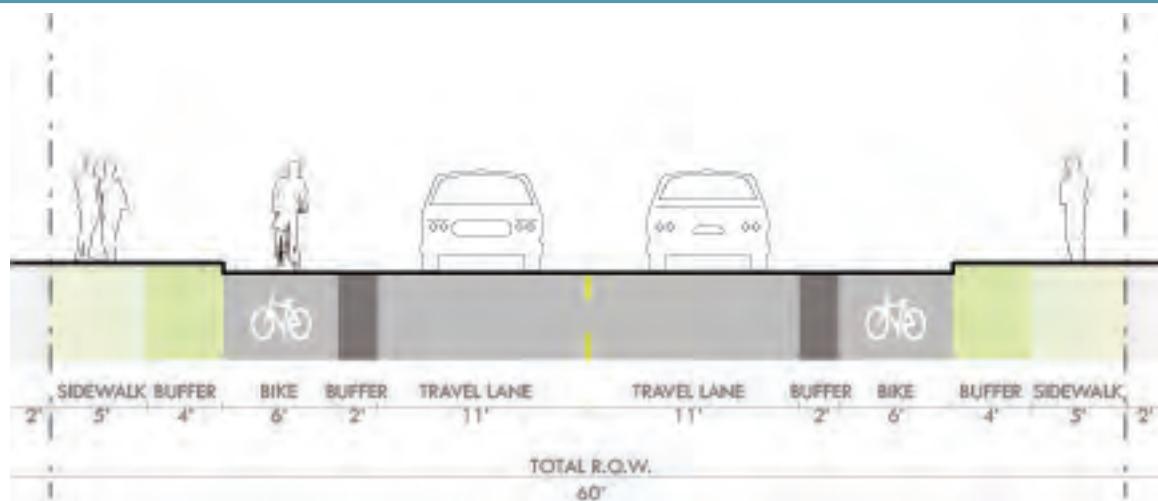


Design Considerations

Multiuse paths are recommended along higher speed roadways and/or where significant right-of-way exists to allow for greater comfort and separation from motor vehicle traffic. Similar to sidepaths, multiuse paths are recommended along roadways with minimal driveways or street crossings. National standards generally suggest 5 feet of separation between the trail and roadway, however reductions in this amount of space are common.



Bicycle Facility



Description

A bicycle facility has numerous design incorporations, but is typically incorporated as a 6-foot lane adjacent to vehicular traffic. A buffered bicycle lane, as shown to the right, provides an additional 2 to 3 feet of space between a person riding a bike and vehicular traffic. Due to right-of-way constraints in many areas of Lake Stevens, trail connections can be facilitated through a combination of sidewalks and bike lanes in lieu of a 12-foot multiuse trail.



Design Considerations

Bicycle facilities should be a minimum of 6-feet wide and should be clearly marked through striping and inclusion of the helmeted bicyclist symbol. When possible, buffered bicycle lanes should be considered. Bicycle lane striping should continue and remain visible through driveways and intersections. Additionally, signage should clearly alert vehicular traffic to the presence of people riding bikes along the corridor.



Alternative: Sharrows

A roadway marking known as a sharrows is often utilized in lieu of a formal bike lane when roadway constraints exist. In Lake Stevens, roadways such as Lakeshore Drive do not have the right-of-way or pavement width to incorporate a bicycle lane. In these situations, a sharrows would be a painting treatment that would designate space for people riding bikes. Application should target speed limits at or below 25 mph and should consider incorporating traffic calming, such as periodic speed humps or chicanes.

In Lake Stevens, the sharrows can be used in combination with sidepaths for trail implementation. Sidepaths would provide a zone for pedestrians and the sharrows would provide space for people riding bikes. It is important to also include frequent signage along routes, along with frequent sharrow markings, to ensure that vehicular traffic is aware of the presence of cyclists and the ability for them to utilize travel lanes.





4. Trail Design & Best Practices

To ensure that future trails in Lake Stevens are appropriately designed for all types of users, this chapter presents trail design best practices to be used as guidelines in conjunction with existing city design guidelines.

Trail User Needs

Trails attract a variety of users with different needs and expectations. Important design characteristics for different users are width, surface material, sight distances, clearances, and trail amenities. The following section provides the framework for incorporating standards and guidelines for trail design and planning. Trail users include:

- **Pedestrians**—joggers, walkers, baby strollers, pet walkers, nature watchers
- **Bicyclists**—commuters, recreational riders, touring riders
- In-line **skaters** and skateboarders
- **Wheelchair users** and users of other mobility devices, such as Electronic Personal Mobility Devices (EPMD)

User Behavior

The flexibility of trails draws many different users, and accommodating a safe and predictable environment for all is an important issue in trail planning, design, and development. Within a given trail width, there will be different user types traveling at different speeds, potentially large groups traveling together, and/or high volumes of people. Trail users should recognize and anticipate other user behaviors unique to user type to avoid potential conflicts. The potential user-type behavior conflicts are indicated in **Table 1**.

Trail user behavior can be managed through safety programs that provide the individual user with a **Code of Conduct** for the trail, sometimes called a **Trail Ordinance**. Several communities across the U.S. have adopted progressive trail ordinances for public use. Other factors which lead to user conflicts, including the design and engineering of a trail, are discussed further in following sections of this chapter.

Table 1 - User Type Potential Conflicts With Other Users

PEDESTRIANS (includes any users on foot)

Multiple pedestrians may walk more than two abreast, making it difficult for other users to pass

Children may wander unpredictably on the trail

Pet owners may not exercise on-leash etiquette, and pets may wander unpredictably on the trail

May stop or turn suddenly, before other users can react

May not keep to the right, making it difficult for other users to pass

BICYCLISTS

Have tendency to startle other users if not using voice or bell when passing

May ride more than two abreast, making it difficult for other users to pass

May not obey posted speed limits

May frighten wildlife

SKATERS

Have tendency to startle other users if not using voice or bell when passing

May use a wider portion of the trail for sweep width, making it difficult for other users to pass

May frighten wildlife

WHEELCHAIR USERS

May not keep to the right, making it difficult for other users to pass

Design Needs of Pedestrians

Aside from space requirements related to pedestrian-specific activities such as pet walking or running, pedestrians have a wide variety of physical characteristics determining user needs and abilities. Age is one major factor that affects pedestrians' walking speed and environmental perception. Children have low eye height and walk at slower speeds than adults. They also perceive the environment differently at various stages of cognitive development. Older adults walk more slowly and may require assisting devices for walking stability, sight, and hearing. **Table 2** below summarizes common pedestrian characteristics for various age groups. As a rule of thumb, the MUTCD recommends a normal walking speed of three and a half feet per second for calculating the time needed for pedestrian crossings at traffic signals. Average walking speed is lowered to three feet per second in areas with older populations and persons with mobility impairments. While the type and degree of mobility impairment varies greatly across the population, the trail system should accommodate these users to the greatest reasonable extent at trail intersections, sharp turns, overpasses, and underpasses.

Table 2 - Pedestrian Characteristics by Age

AGE	CHARACTERISTICS
0-4	Learning to walk Require constant adult supervision Developing peripheral vision and depth perception
5-8	Increasing independence, but still require supervision Poor depth perception
9-13	Susceptible to "dart out" or intersection dash Poor judgment Sense of invulnerability
14-18	Improved awareness of traffic environment Poor judgment
19-40	Active, fully aware of traffic environment
41-65	Slowing of reflexes
65+	Difficulty crossing street in time Vision loss Difficulty hearing vehicles approach from behind



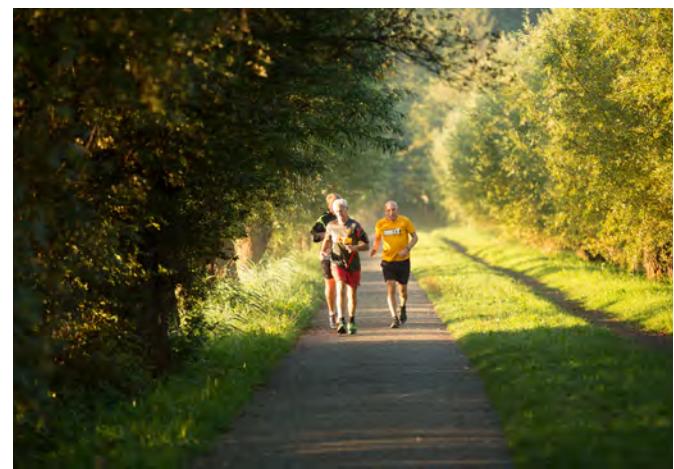
Design Needs of Dog Walkers

Dog walking is a common, anticipated use on trails. Dog sizes vary largely, as does leash length and walking style, leading to wide variation in possible design dimensions. Trails designed to accommodate wheelchair users are likely to provide the necessary dimensions for the average dog walker. Amenities such as dog waste stations at trailheads enhance conditions for dog walkers.



Design Needs of Runners

Running is an important recreation and fitness activity commonly performed on trails. Many runners prefer softer surfaces (such as rubber, bare earth, or crushed rock) to reduce impact. Among hardened surfaces, asphalt is preferred over concrete because it is more forgiving on joints. Runners can change their speed and direction frequently. Typical running speed is 6.2 miles per hour (mph).



Design Needs of Strollers

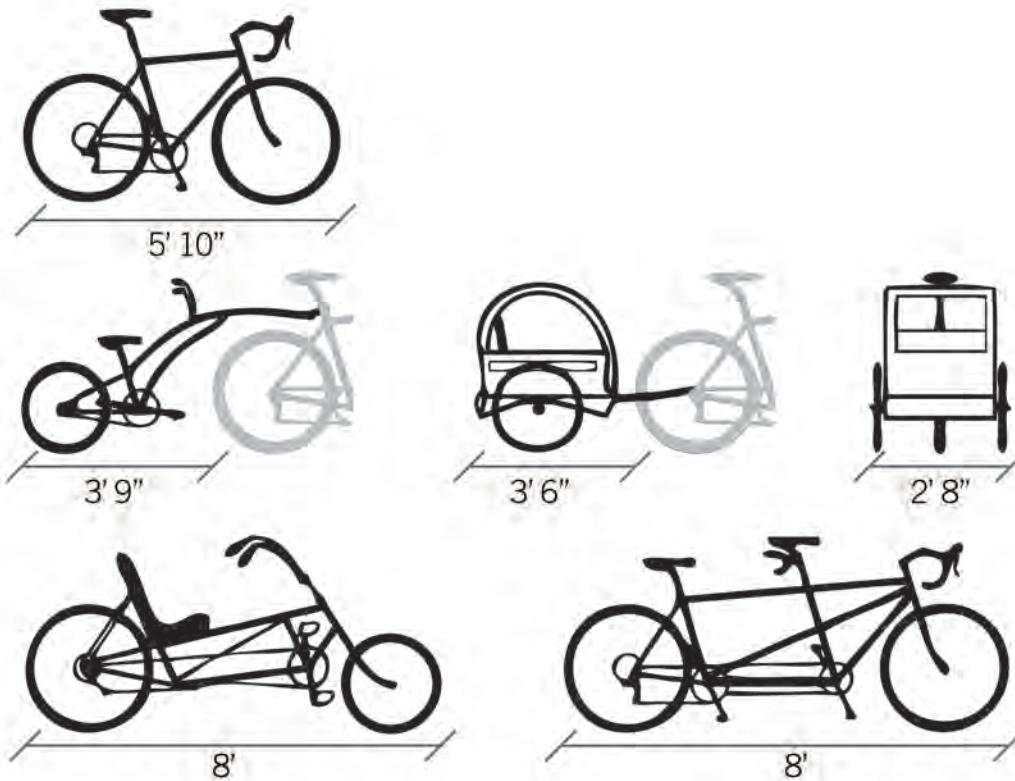
Strollers are wheeled devices pushed by pedestrians to transport babies or small children. Stroller models vary greatly in their design and capacity. Some strollers are designed to accommodate a single child; others can carry three or more. Design needs of strollers depend on the wheel size, geometry, and ability of the adult who is pushing the stroller. Strollers commonly have small pivoting front wheels for easy maneuverability, but these wheels may limit their use on unpaved surfaces or rough pavement. Curb ramps are valuable to these users. Lateral overturning is one main safety concern for stroller users.



Design Needs of Bicyclists

Bicyclists and their bicycles exist in a variety of sizes and configurations. These variations occur in the types of vehicle (such as a conventional bicycle, a recumbent bicycle, or a tricycle) and behavioral characteristics (such as the comfort level of the bicyclist). The design of a trail should consider expected bicycle types on the facility and utilize the appropriate dimensions. **Figure 1** below illustrates the varying dimensions of bicycles. Bicyclists require clear, open space with no visual obstructions to operate within a facility. The minimum operating width is greater than the physical dimensions of the bicyclist to allow the bicyclists shy distance from vertical obstacles and to allow maneuvering space around uneven pavement or other obstructions. Bicyclists prefer five feet or more operating width, although four feet may be minimally acceptable. Bicyclist speeds range from 8-15 mph on a paved level surface. Uphill speeds range from 5-12 mph, and downhill bicyclist speeds can reach 20-30 mph. A design speed of 10 mph is used for bicycle signage and crossings.

Figure 1 - Typical Bicycle Dimensions Source: AASHTO 3.2



Design Needs of Skaters

In-line skates are commonly used for recreational and transportation purposes. They typically have three to five wheels of three to four inches diameter, aligned in a straight line. Operational characteristics vary by skill level. Novice skaters travel more slowly and have a narrower sweep width from advanced skaters. Novice users may also have trouble making sharp turns and stopping quickly, particularly on steep grades. In-line skates are nearly impossible to use on unpaved surfaces and can be uncomfortable and difficult to operate on rough pavements, such as asphalt with large aggregate. In-line skaters have a typical speed of 10 mph.



Design Needs of Wheelchair Users

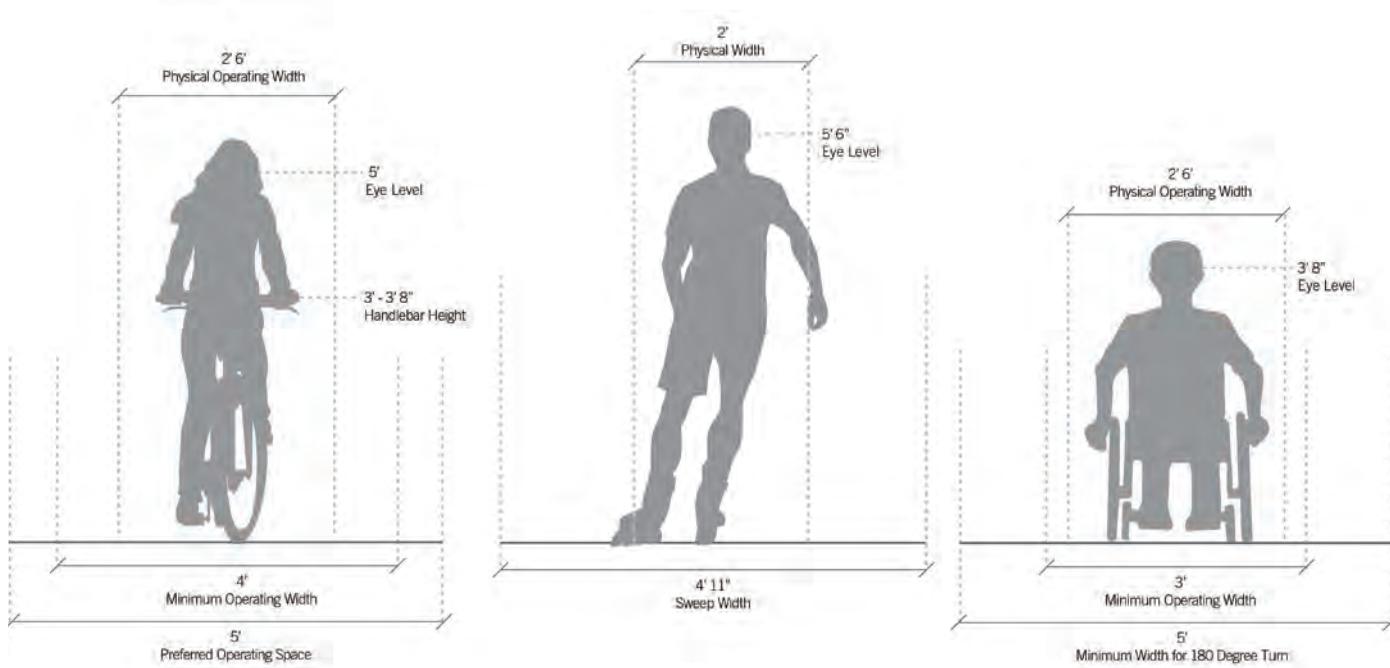
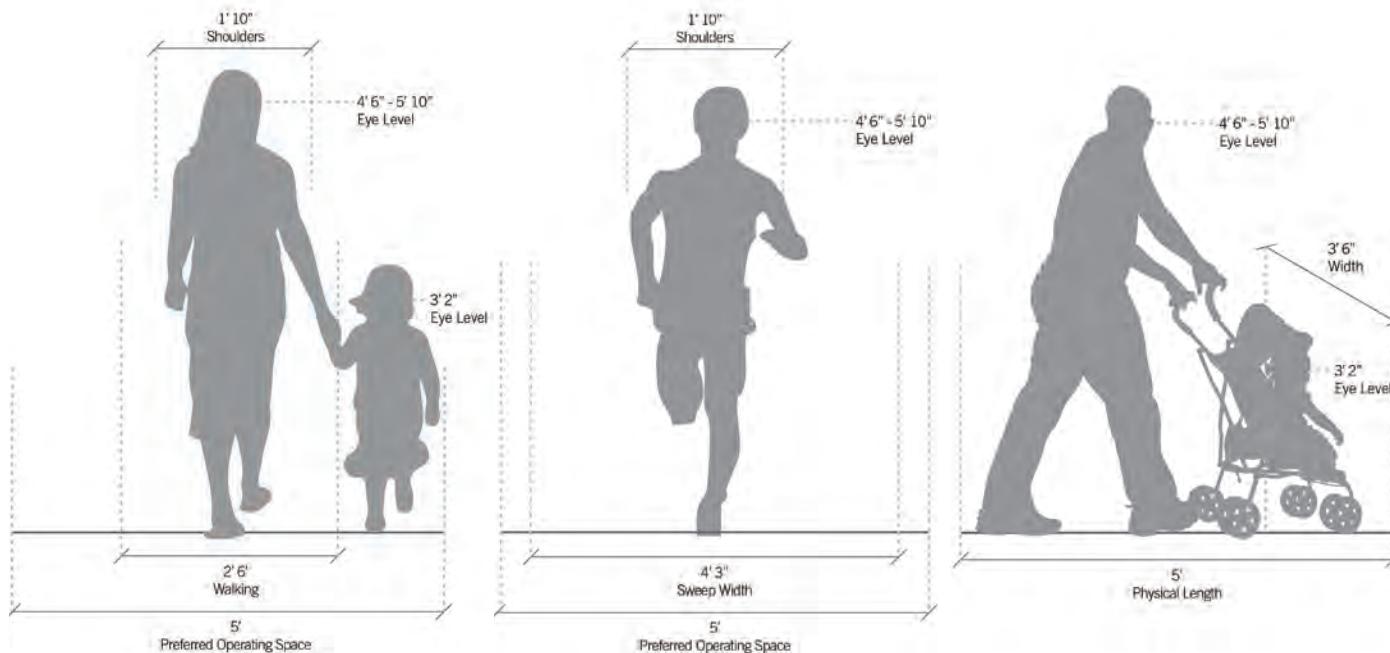
As the population ages, the number of people using mobility assistance devices increases. Manual wheelchairs are self-propelled by the user's hands and arms by pushing rims attached to the wheels. Braking is done through resisting wheel movement with the hands or arm. Alternatively, a second individual can control the wheelchair using handles attached to the back of the chair. Typical speed for manual wheelchair users is 3.6 mph. Power wheelchairs use a battery powered motor to move. The size and weight of power wheelchairs limit their ability to negotiate obstacles without a ramp. Various control units are available that enable users to control the wheelchair movement, based on user ability (e.g., joystick control, breath controlled). Typical speed for power wheelchair users is 6.8 mph. Maneuvering around turns requires additional space for both types of wheelchair devices. Providing adequate space for 180° turns at appropriate locations is an important element for accessible design.



Trail User Dimensions

Figure 2 below illustrates the spatial needs of the trail user groups discussed. Note that the preferred operating width for all user types is approximately five feet.

Figure 2 - Trail User Dimensions



Facility Design

Trail Surface

When determining surface type for paved trails, consider topography, surrounding landscape, underlying soils, and user needs. All surfaces have advantages and disadvantages, and each must be analyzed to determine which surface is appropriate in any given location. American Disabilities Act Accessibility Guidelines (ADAAG) compliant trails require firm, stable, slip resistant surfaces, which in most instances is a paved surface for access and ease of use.

Paved Surface Materials

For paved trails, a proper foundation will increase the longevity of the trail surface. Two inches of surfacing material over six inches of base course gravel over geotextile fabric is recommended for construction.

Asphalt is a common surface for trails, offering substantial durability for the cost of installation and maintenance. Asphalt is popular with users for its smooth, continuous surface and has the benefit of lower cost, but requires more upkeep than concrete. As a flexible pavement, asphalt can also be considered for installing a paved trail on grades steeper than 3%. If constructed properly on suitable sub-grade, asphalt has a life span of about half that of concrete, or 10 to 15 years.

Concrete can last twenty five years or more when properly constructed and maintained on a regular basis,. The high cost of concrete is often the most limiting factor. It is recommended that concrete be used for its superior durability and lower maintenance requirements in areas prone to frequent flooding, and for intensive urban applications. To prevent expansion joints from jarring cyclists or in-line skaters, 1/4 inch saw cut concrete joints rather than troweled improve user experience.

Permeable paving is twice the cost of asphalt to install. Permeable paving should only be used in areas with proper drainage, and is not suitable in floodplain or areas with ponding or sedimentation. Permeable paving also requires a maintenance schedule for vacuuming debris.



Width

Eight feet is the absolute minimum width allowed for a shared use trail and is only recommended in constrained conditions for short distances. The AASHTO defined minimum width for a two-way trail is 10 feet. However, 12 feet (and in very heavy trail use, fourteen feet or more) is recommended for trails with moderate to high concentrations of users and/or variety of users. A separate soft surface track (five feet minimum) can be provided adjacent to a paved shared use path for pedestrian use where right-of-way permits.

Clearances

A two foot minimum graded shoulder should be provided on both sides of the trail for clearance from lateral obstacles such as signs, vegetation, bridge abutments, or other obstructions. Ideally, shoulders are three to five feet wide with a maximum cross slope of 1V:6H (AASHTO, Section 5.2.1).

Clearance to overhead obstructions should be 10 feet, and an absolute minimum of eight feet only in constrained conditions. Note that higher clearances may be necessary for maintenance or emergency vehicle access.

Cross-Slope

Trails should provide a 2% cross slope from crown of trail in both directions to provide positive drainage off the trail as conditions allow. The cross slope should be no greater than 5% for accessibility requirements.

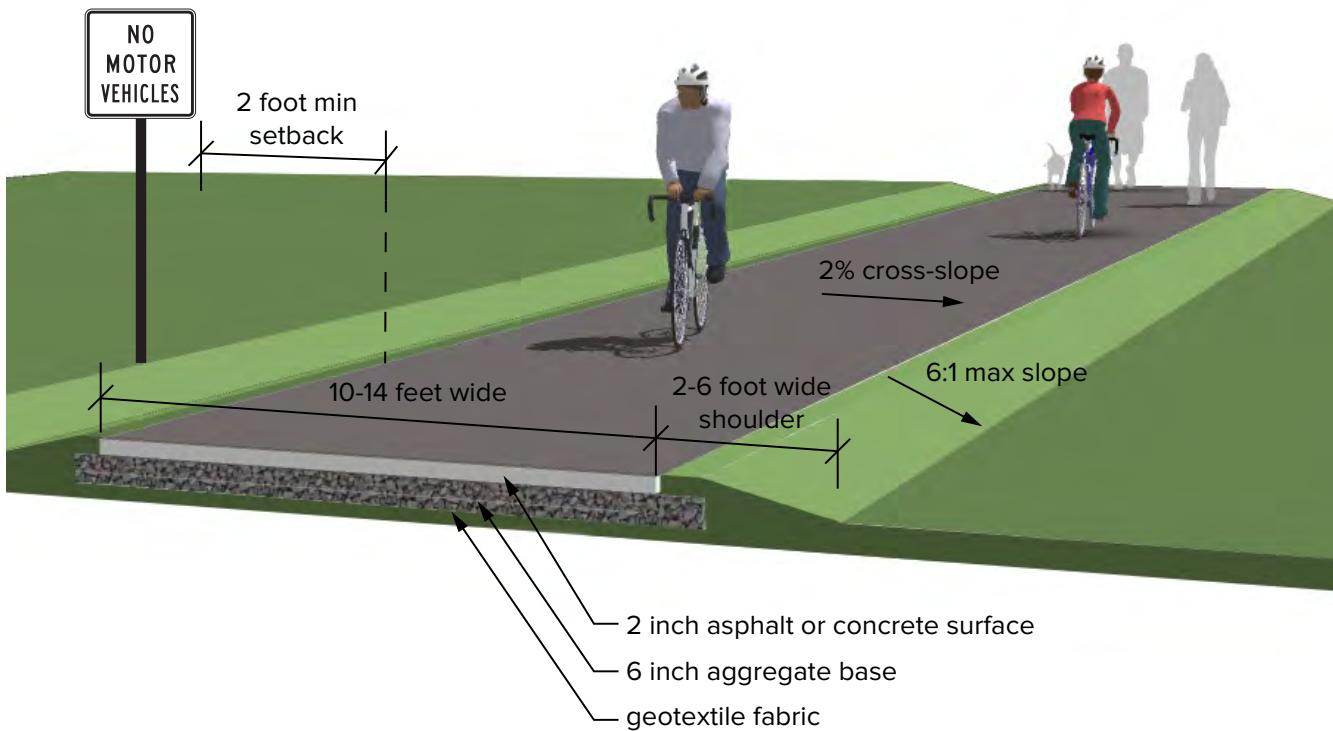


Photo: Photo Credit
Attribution

Accessible Trail Design

The United States Access Board ADA accessibility guidelines apply to trails and outdoor recreational access routes. In addition to the surface and cross-slope requirements described prior, accessible trails require the following:

Clear tread width: three feet minimum for low-volume, pedestrian-only facilities; 10 feet minimum for multi-use facilities. Where trail width is less than 60 inches, passing space must be provided at least every 1,000 feet.

Low longitudinal slope: 5% or less. Steeper slopes may be used if resting intervals of no less than five feet long and equal to the width of the trail are provided at the bottom and the top of the slope in the intervals listed below. No more than a third of the total trail length may exceed a running slope of 8.33%.

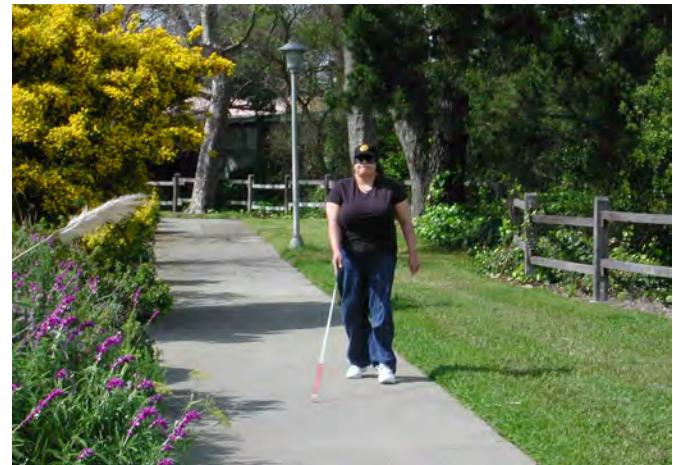
Up to 8.33% for a maximum of 200 longitudinal feet

Up to 10% for a maximum of 30 longitudinal feet

Up to 12.5% for a maximum of 10 longitudinal feet

Consistent smooth surface: 0.5 inches is the maximum vertical discontinuity, and any disruption greater than 0.25 inches high shall be beveled to avoid trip hazards

Detectable pavement changes: provided at curb ramps, before entering roadways, and at rail crossings



Crime Prevention Through Environmental Design (CPTED) Principles For Trails

Personal safety, both real and perceived, heavily influences a trail user's decision to use a facility and a community's decision to embrace the trail system. CPTED is a proactive approach of using design principles to deter undesired behavior.

Principle #1: Natural Surveillance

Principle #2: Natural Access Control

Principle #3: Territorial Reinforcement

Principle #4: Maintenance

These principles can be applied to trail facility design, management features, and trail amenities:

Sight lines: Where possible, trails should be located near buildings with windows facing the trail, or adjoining properties with open views to the trail. Convex mirrors should be provided at blind corners and at the approaches to underpasses with poor sight lines.

Fencing: Where feasible, fencing installed along trails should not obstruct the view of trail users. Permeable fencing of four feet tall or less can provide a barrier sufficient to denote property boundaries or deter access. Opaque fencing or walls can degrade the experience of trail users, obscure views, and create a "tunnel" effect that can cause users to feel "trapped." Where the trail is fenced for long stretches, intermittent openings allow users to access the trail at locations with good visibility from the surrounding neighbors.

Vegetation: All ground cover and shrubs along trails should be trimmed to a maximum height of three feet above ground level. Trees should be limbed-up to provide 10 feet of vertical clearance over the trail within the trail corridor. Tree canopies should not obstruct pathway illumination. Hostile native landscaping material (e.g. vegetation with thorns) can be used in strategic areas to discourage unauthorized use and eliminate entrapment areas.

Lighting: Light quality is as important as the quantity. Poor lighting, whether too bright or not bright enough, can diminish safety. Where lighting is installed on trails, the illumination should be adequate to identify a face up to 20 yards away. The lighting should provide uniform coverage and good color rendition. The use of metal halide or light emitting diode (LED) lamps are recommended, as they provide excellent color rendition. Color rendition is especially important when describing identifying features such as hair, clothing, and vehicle color.

Maintenance: Signage should be placed at trailheads indicating a contact number to report graffiti, suspicious behavior, and maintenance issues. Add anti-graffiti application to retaining walls or other blank surfaces where appropriate. A maintenance schedule should be established to regularly monitor trail conditions.



Striping and Pavement Markings

Striping and pavement markings are particularly beneficial in areas of limited sight distance, high traffic areas, intersection approaches, and in areas where night time use is anticipated. All markings should be non-slip or non skid material, and shall be retroreflective per the MUTCD. High visibility thermoplastic is the most durable and visible material for trail applications.

Under most conditions, trail centerline markings are not necessary. However, per AASHTO guidelines, “on pathways with heavy peak hour and/or seasonal volumes, or other operational challenges such as sight distance constraints, the use of a centerline stripe on the path can help clarify the direction of travel and organize pathway traffic.” (5.2.1) A four to six inch dashed yellow centerline stripe should be used where passing is allowed, and a solid stripe should be used where passing is discouraged. Solid centerlines should be provided on tight or blind corners and on the approaches to roadway crossings.

Four inch solid white edgeline striping should be provided on trails with anticipated nighttime use. White edge lines can also be used on intersection approaches to highlight changing trail conditions, or to delineate a separation of path users (AASHTO, 5.4.1).

Pavement markings are commonly used to reinforce signs along a trail, however, pavement markings should not be used to replace signs altogether. Instead, pavement markings should be used to call additional attention to a possible problem area, such as trail access points, roadway intersections or bridges, or converging trails. Possible pavement markings for trails include the pedestrian and bicycle symbols, yield lines, stop bars, and the word markings “Stop,” “Yield,” and “Slow.” Due to slower travel speeds, word pavement markings should not be elongated, should read in conventional order, and should be scaled minimally as to not overwhelm the pathway.



Trail Edge Definition

Vegetation, topography, ditches, fencing, railings, or walls may be used to clearly mark trail edges beyond the shoulder.

These features can serve multiple purposes, including:

- Providing visual separation/privacy screens
- Delineating public from private property
- Discouraging unauthorized foot trails
- Separating users from hazardous drop-offs or adjacent non-compatible land use

Wildlife passage and safety for trail users are important factors in determining trail edge treatments. If separation is desired for privacy reasons, native vegetation buffers or the use of topography are recommended. For separation to prevent trespassing or guard against hazardous slopes, consider the use of topography, ditches, semi-transparent fencing or railings, and hostile vegetation.

Drainage and Erosion Control

Drainage and erosion control are necessary to ensure a stable and low maintenance facility. Excessive soil erosion near a trail is usually the result of water collecting and flowing along the trail edge or onto the surface with enough volume and velocity to carry away soil. This impacts trail width, trail surface quality, and degrades adjacent habitat or downstream water resources. Designing the trail to follow natural land contours and planting low ground cover vegetation up to the edge of the trail help prevent and reduce erosion. Proper trail drainage can be ensured with a 2% cross slope for the paved tread and trail shoulders. A 1:6 slope is allowable for shoulders, but 2% is preferred. When managing storm water along trails, use dispersed infiltration systems such as vegetated swales or engineered storm water control structures such as storm drains and catch basins for reduced maintenance and improved aesthetic.

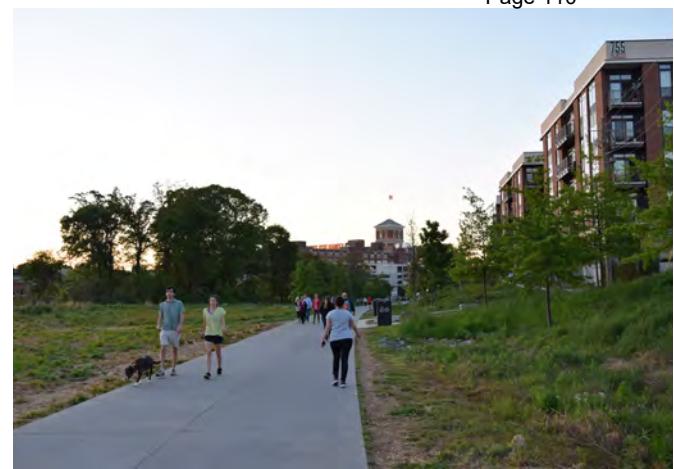
For sections of trail where uphill water is collected in a ditch and directed to a catch basin, water should be directed under the trail in a drainage pipe.



Vegetative Screening

The presence or absence of vegetation and the type of vegetation present in a trail corridor impacts habitat quality, ecological sustainability, and the aesthetic experience for the trail user. Trees and shrubs on trails can serve as habitat for wildlife, stabilize erodible soils, and shelter trail users from the sun and rain. Vegetation is also an effective means of establishing trail boundaries while maintaining visual permeability. Strategic placement of bushes and plantings can deter users from using unauthorized foot trails, access points, or exits. When using vegetative screening, ground cover and shrub height should be a maximum of two feet above ground level to maintain an open line of sight on the trail. Similarly, trees should be trimmed to provide a minimum of eight feet of vertical clearance for trail circulation and to avoid obstructing trail lighting.

In locations where trees and shrubs are lacking and can be planted, native species are the most ecologically sustainable choice. As a group, native species require less maintenance than horticultural plantings and often provide wildlife with a food source. Topography and soil moisture regime largely determine where different plant species occur. Competing invasive vegetation should be removed regularly and replaced with mulch to conserve water. Trail vegetation should be selected and placed to provide seasonal comfort: shade in the warmer months and sunlight in colder months. Seeds and plants should be placed either right before or during the rainy season to take advantage of seasonal rainfall (spring and fall). Note that larger plants require more water to survive than seeds and smaller plants. Fertilizing native plants is only necessary in extreme cases when the condition of the soil is in need of repair.



Railings and Fences

Railings and fences are important features on bridges, some boardwalks, or in areas where there may be a hazardous drop-off or incompatible adjacent land uses. By AASHTO standards, where there is a side slope or considerable vertical drop within six feet of the edge of the trail, a 42 inch safety rail is required:

- Slope is greater than or equal to 3:1 and drop of six feet
- Slope is greater than or equal to 2:1 and drop of four feet
- Slope is greater than or equal to 1:1 and drop of one foot

Railings may need to be as tall as 48 inches where more hazardous conditions exist, such as a bridge over a highway. At a minimum, railings and fences should consist of a horizontal top, bottom, and middle rail. The middle railing functions as a 'rub rail' to reduce the risk of bicycle handlebars getting caught by a railing. Middle rails should be located 36 inches to 44 inches above the finished grade. The bottom rail should be two inches above finished grade to allow for drainage. Openings between horizontal or vertical members on railings should be small enough that a six inch sphere cannot pass through in the lower 27 inches. This is to prevent children from falling through the railing openings. For the portion of railing higher than 27 inches, openings may be spaced such that an eight inch sphere cannot pass through. Local, state, and/or federal regulations and building codes should be consulted to determine when it is appropriate to install a railing and comply with current standards.



Access + Intersections

Roadway and trail crossings can create potential conflict points; however, well-designed crossings can mitigate many operational issues and provide a higher degree of safety and comfort for all users. Generally speaking, trail facilities require additional considerations due to the higher travel speed of bicyclists versus other trail users. The sign types, pavement markings, and treatments will vary based on the roadway type the trail crosses. Proper signage and pavement markings alerting trail users of at-grade crossings must also be utilized. This section details crossing treatments for the following contexts:

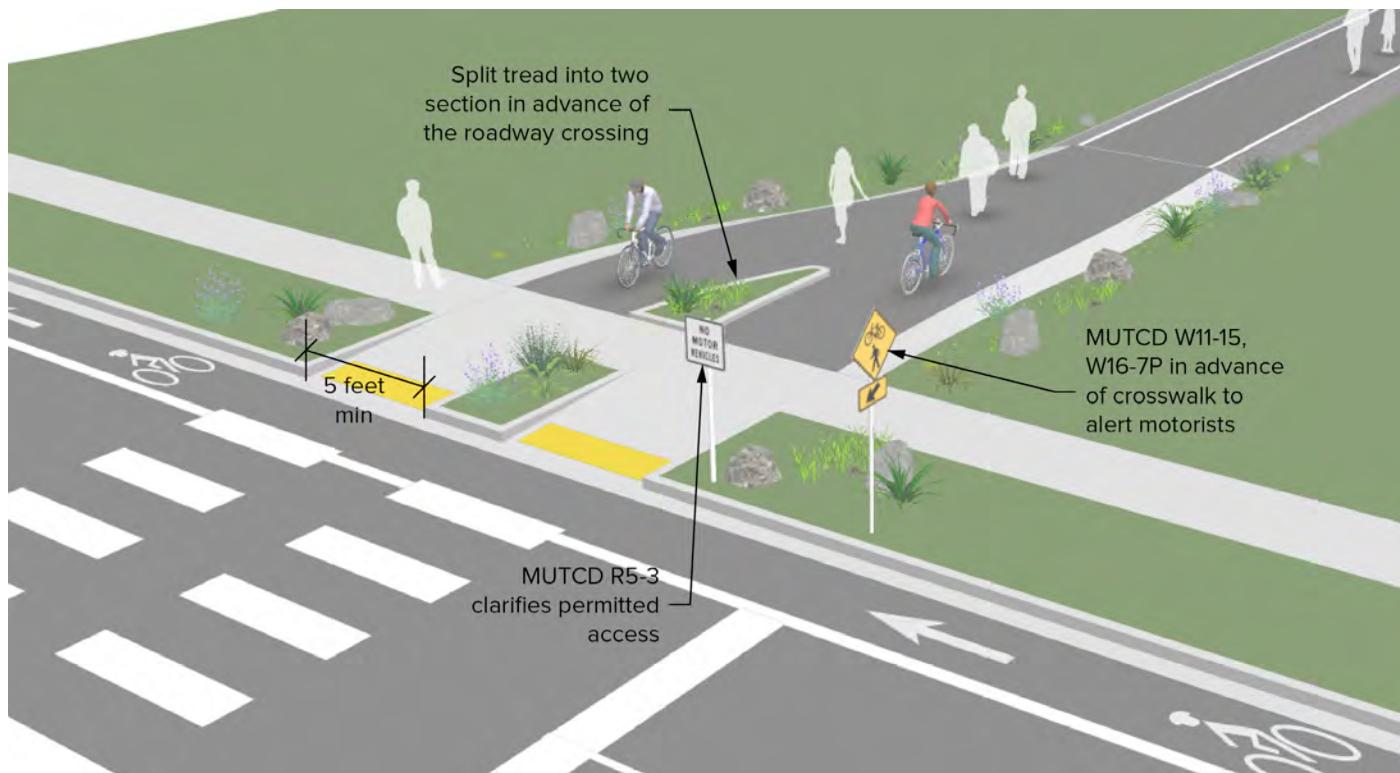
- Trail Entry Control
- Local or Collector Street Crossings
- Arterial Crossings
- Intersections with other Trails
- Railroad Crossings
- Underpasses and Overpasses



Trail Entry Control

A variety of physical barriers and design strategies are employed to restrict motor vehicle access to trails. A common treatment is the bollard post; however the bollard presents numerous safety hazards to trail users, and their use should be discouraged. Potential hazards include inconsistent and unpredictable placement, broken fold-down posts that often do not fold back up, removable posts lacking flush sleeves, or removable posts with theft preventing chains that dangle onto the trail surface. If bollards are used at intersections and access points, they should be adequately spaced and brightly colored and/or supplemented with permanent reflective materials to be visible at night. Removable barriers should leave a flush surface to prevent tripping hazards.

Physical barriers should only be considered when other measures do not adequately control unauthorized vehicles, or where the danger posed by unauthorized vehicles exceeds the safety risks to trail users by the barriers themselves. Alternative design strategies to control shared-use path entry include signage indicating “No Motor Vehicles” (MUTCD R5-3) placed at the trail access point, separating the trail into two treads in advance of the crossing so that the curb cuts are not conducive to motor vehicle access, and including a landscaped median to act as an access barrier. Note that there should be a minimum of five feet clearance for each tread for trail user access.



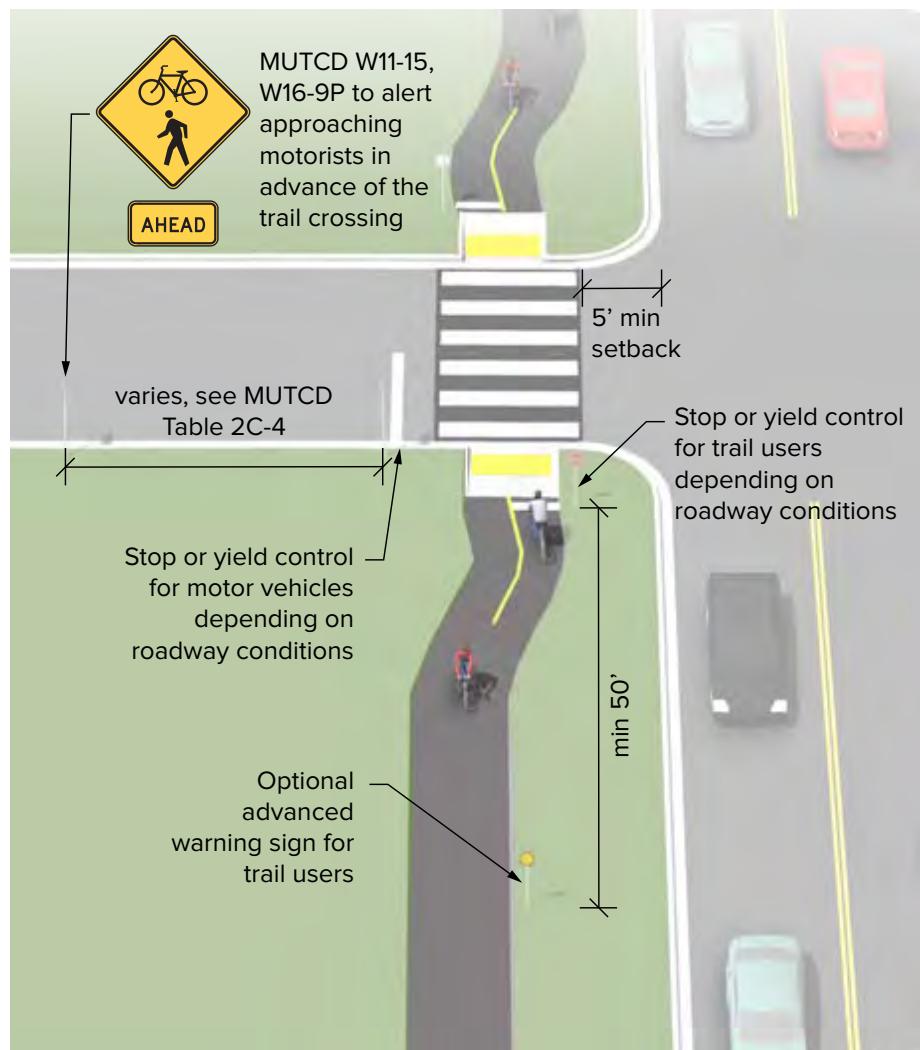
Sidepath Roadway Crossings

Where trails are located adjacent to roadways, also called sidepaths, there must be a minimum buffer setback of 5 feet the trail from the roadway (AASHTO, 5-11). However, a larger setback at roadway crossings can emphasize the conspicuity of trail users as vehicles approach the trail crossing. A 25 foot setback separates the vehicle turning movements and the trail roadway crossing into two distinct movements so that the driver's attention is focused on one conflict point at a time.

The sidepath and roadway crossing can give priority to either trail users or to motor vehicle traffic. Determining user priority will be determined by roadway speeds, roadway volumes, and trail user volumes.

Where possible, such as at driveway crossings and low volume roadway crossings, trail users should be given priority. Priority is assigned by use of stop or yield control traffic devices. Refer to AASHTO Section 5.3.2 for various configurations. In all cases, the roadway crossing should be marked with high visibility crosswalk markings.

On the trail, a centerline stripe, advance warning signs, and or pavement markings can alert trail users of the roadway crossing. On the roadway, MUTCD W11-15 warning plaques with an optional W16-9P plaque can be placed in advance of the trail crossing. Vehicles and trail users can be yield or stop controlled at the crossing, with the appropriate signs and pavement markings.

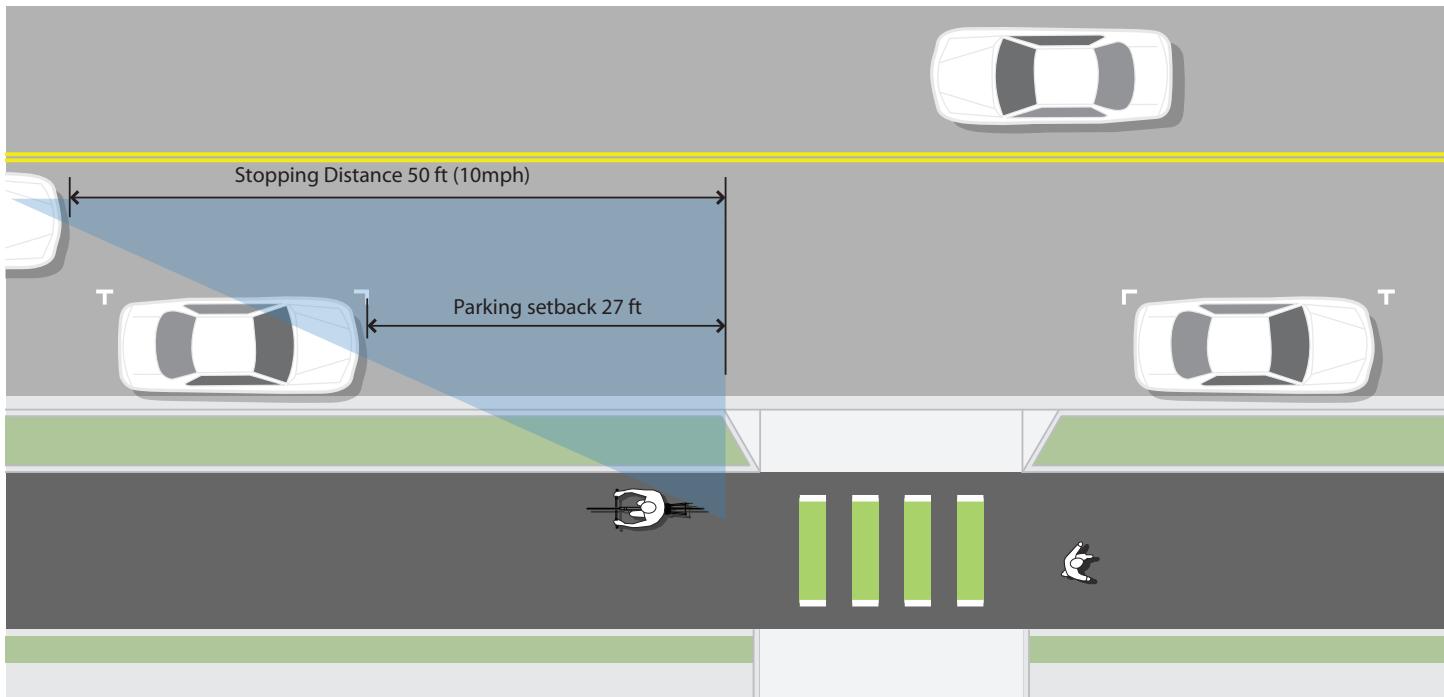


Sidepath Driveway Crossings

Ideally, sidepaths are along roadway corridors with few driveway or side street crossings to minimize the number of potential conflicts between trail users and motor vehicle drivers. However, at driveway crossings, the conspicuity of the trail can be increased by ensuring clear sightlines for both motor vehicle drivers and trail users. The stopping sight distance for vehicles and necessary clear setback from driveway entries for sightlines can be found in Table 9-21 in the AASHTO Policy on Geometric Design of Highways and Streets.

Further conspicuity can be brought to driveway crossings by advance warning signs directed towards trail users and motor vehicles, such as MUTCD W11-15, R10-15MOD, or W2-1. At driveway entrances with a large number of vehicle crossings, such as a commercial center, colored pavement markings can be added to the trail surface. This treatment is not recommended for individual residence driveways.

At driveway crossings, priority should be given to the trail users. Driveway crossings can be raised so that motor vehicles must slow down on the approach to the driveway. The width of driveways can also be narrowed to reduce the potential conflict area, and turning radii can be decreased to also slow vehicle speeds.

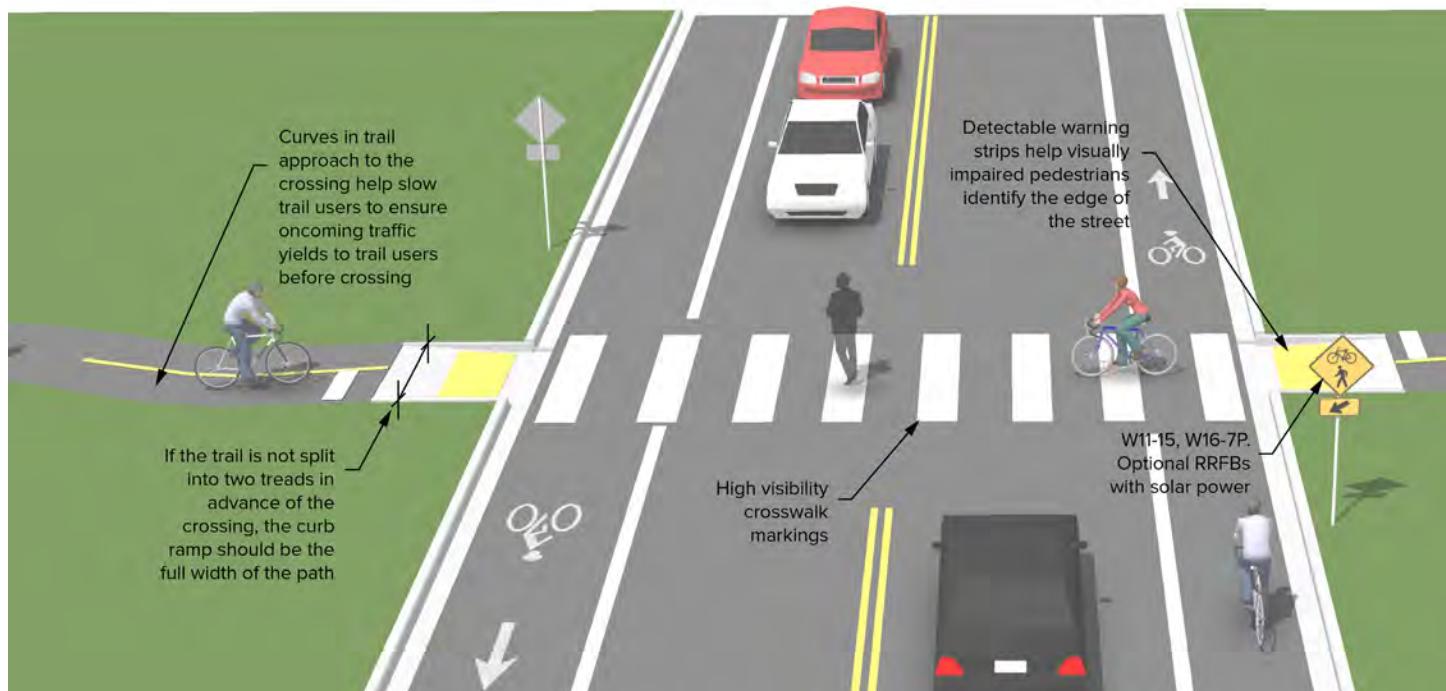


Local and Collector Street Crossings

Marked Unsignalized Crossings

The design of trail crossings of local and collector streets depends on an evaluation of vehicular traffic, sight lines, trail volumes, use patterns, vehicle speed, road type, road width, and other safety issues such as proximity to major attractions. An unsignalized crossing typically consists of a marked crossing area, with signage and other markings to slow or stop traffic. Marked crosswalks statistically increase motorists yielding the right-of-way to pedestrians (Mitman). High-visibility crosswalk markings are the preferred marking type (FHWA) as transverse lines are essentially not visible when viewed from a standard approaching vehicle (McGrane).

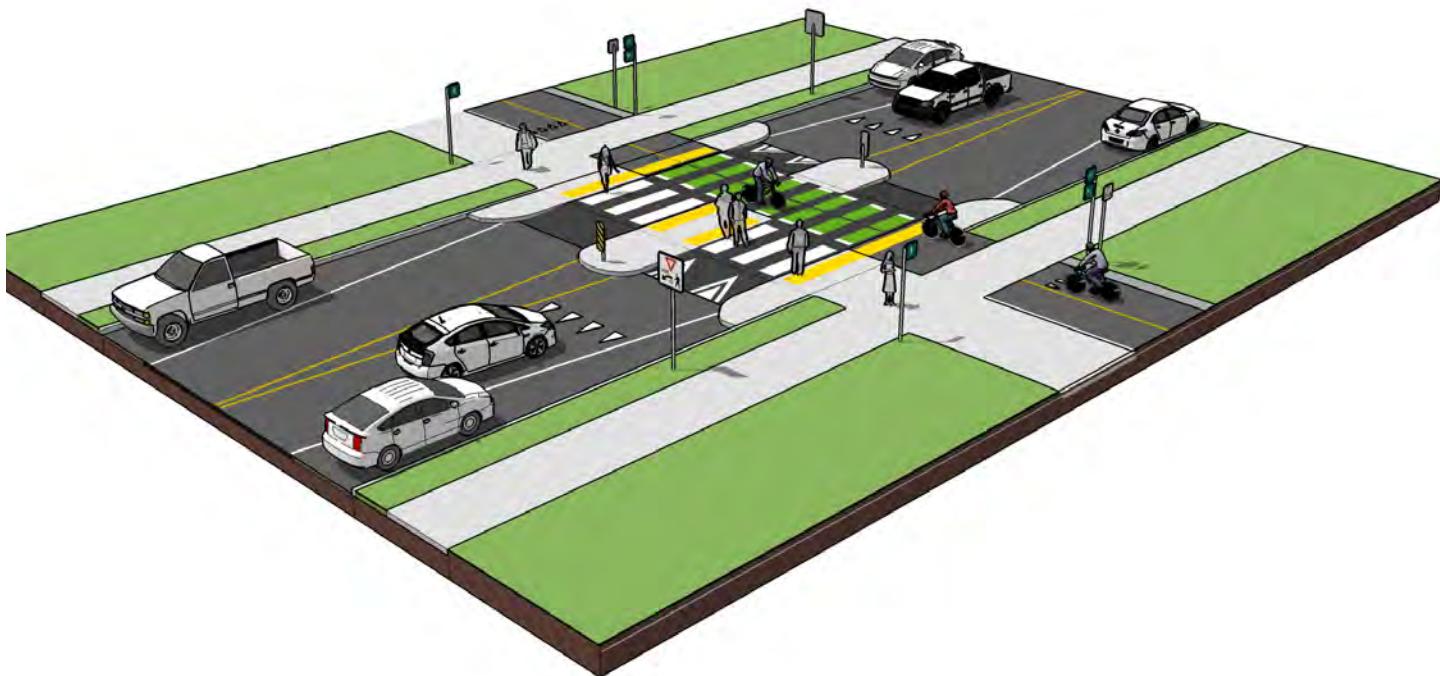
Locate crosswalk markings out of wheel tread when possible to minimize wear and maintenance costs. Stop or Yield lines may be used on the roadway 25 feet in advance of crosswalks where right-of-way priority is given to path users. A yield line must be paired with a Yield (R1-2) or Yield Here To Pedestrians (R1-5) sign. In roadway Yield to Pedestrians (R1-6) signs may be used along the centerline point of a crosswalk. On the trail, add detectable warning strips at the roadway crossing to help visually impaired pedestrians identify the edge of the roadway.



Median Refuge Islands

When space is available, using a median refuge island can improve user safety by providing pedestrians and bicyclists space to perform the safe crossing of one side of the street at a time. Refuge islands minimize user exposure by shortening crossing distance and increasing the number of available gaps for crossing. The waiting area should be eight feet wide or wider to allow for a variety of bicycle types and multiple trail users. The refuge island must be accessible, preferably with an at-grade passage through the island rather than ramps and landings. To promote yielding to trail users, the median safety island should be designed to require horizontal deflection of the motor vehicle travel lanes. If a refuge island is landscaped, the landscaping should not compromise the visibility of trail users crossing in the crosswalk.

Consider the use of landscaping with low-growing, minimally-spreading native shrubs and ground cover that require little maintenance and are no higher than 18 inches. Note that refuge islands may collect road debris and may require somewhat frequent maintenance. For separated use trail crossings, the crossing should maintain user separation. The pedestrian path should use crosswalk markings and the bicycle path should use green colored pavement.



Rectangular Rapid Flashing Beacons (RRFBs)

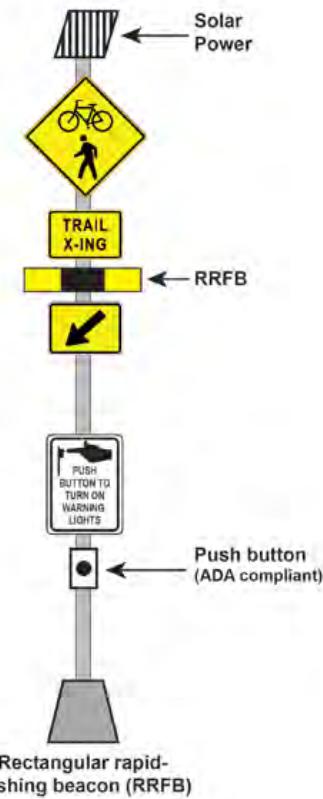
RRFBs alert drivers that path users wish to cross and promote yielding. This treatment provides similar yielding rates to that of a conventional traffic signals. Passive (loop) detection technology or active push buttons can activate warning beacons for oncoming path users. Push buttons should be no higher than four feet above the ground for ADA accessibility.

Bulb-outs

Curb extensions, or bulb-outs, shorten crossing distance and position users in a visible location. They also visually narrow the roadway to slow motor vehicles approaching the crossing.

Raised Crosswalks

Vertical deflection can slow drivers to prepare them to yield to trail users. Raised crossings should raise six inches above the roadway with a steep 1:6 (16%) ramp. Advisory speed signs may be used to indicate the required slow crossing speed.



Arterial Crossings

Signalized crossings provide the most protection for users through the use of a red-signal indication to stop conflicting motor vehicle traffic. Trail crossings within approximately four hundred feet of an existing signalized intersection with crosswalks are typically diverted to the signalized intersection to avoid traffic operation problems when located so close to an existing signal. If possible, route users directly to a signalized crossing. If the diversion to a signalized intersection is perceived out of the direct line of travel, trail users can be expected to cross at unmarked locations, which is hazardous for all users. If no signalized crossings are within the vicinity of the trail, use an appropriate crossing treatment as described in the previous section.

Signalized crossings are normally activated by push buttons or detection loops. The maximum delay for activation of the signal should be two minutes, with minimum crossing times determined by the width of the street.



Intersections with Other Trails

At the intersection of two trails, users should be aware that they are approaching an intersection and of the potential for encountering different user types from a variety of directions. This can be achieved through a combination of regulatory and wayfinding signage and unobstructed sight lines.

Trails should be aligned to intersect at 90° angles when possible, or consider off-setting the trail intersection and creating two three-way intersections rather than one four-way intersection. Merging paths should be avoided, and the connection should be configured as a T-intersection. Where merges are unavoidable or necessary for other reasons, an open sightline of 75 feet from the merge point should be provided between paths.

A roundabout may be a viable design option to slow speeds and clarify expected operation. If a roundabout design is used, consider the use of landscaping with low growing (no more than 24 inches high) and minimally spreading native shrubs and ground cover that require little maintenance and provide clear sight lines. Other material can be used within roundabouts such as boulders and public art to discourage shortcut paths through the central island as long as clear sight lines under three feet are maintained.



Railroad Crossings

Locations where trails must cross railroad tracks are problematic for pedestrians, particularly for those with mobility or vision impairments. Wheelchair casters and bicycle wheels can easily get caught in the flange-way gap, and slippery surfaces, degraded rough materials, or elevated track height can cause tripping hazards for all users. Angled track crossings also limit sight triangles, impacting the ability to see oncoming trains.

The crossing should be as close as practical to perpendicular with tracks. Ensure clear lines of sight and good visibility so that trail users can see approaching trains. The crossing must be level and flush with the top of the rail at the outer edge and between the rails. Flange-way gaps should not exceed two and a half inches (three inches for tracks that carry freight.) Concrete or rubber is the best material for pedestrian railroad crossings.

Bells or other audible warning devices may be included in the flashing-light signal assembly to provide additional warning for pedestrians and bicyclists. In areas with frequent train movements, pedestrian automatic gate arms or manually operated swing gates may help control trail user movements when a train is approaching.

Crossing design and implementation is a collaboration between the railroad company and the highway agency. The railroad company is responsible for the cross-bucks, flashing lights and gate mechanisms, and the highway agency is responsible for advance warning markings and signs. Warning devices should be recommended for each specific situation by a qualified engineer based on various factors including train frequency and speed, path and trail usage, and sight distances.



Amenities

When designing functional, attractive, and inviting trails, the small details matter. Elements such as a lighting fixtures, public art, benches, and other amenities help create a unique identity for a trail. It is important that these details work together to create a complete experience for all users. This section discusses the following amenities:

- Minor Access Points
- Major Trailheads
- Art
- Lighting
- Signage and Wayfinding



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Attribution

Minor Access Points

Trail access points can occur at parks, residential developments, or other logical points of interest. Any access point to the trail should be well-defined with appropriate signage designating the corridor as a shared-use trail and prohibiting motor vehicles. Well defined trail access points can prevent the development of informal “social” trails which can follow poorly executed routes and trample floodplain vegetation or sensitive areas. Typically, trail access points have very minimal infrastructure, possibly including a small parking lot, drinking fountains, benches, trash and recycling receptacles, an information kiosk, or wayfinding signage about the trail network.

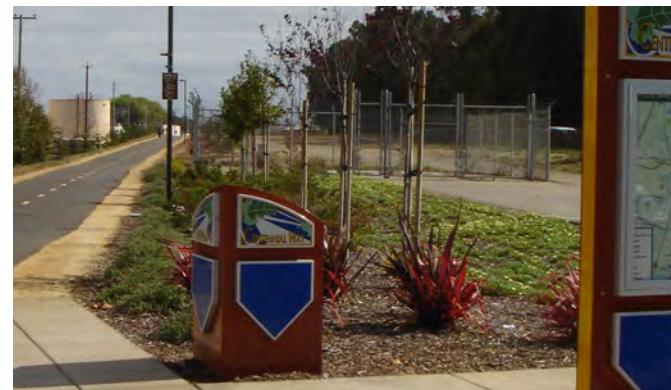
Trailheads

Trailheads should be established near large residential developments, commercial areas, and transportation nodes to be highly accessible to the surrounding community and to the trail system. There is no prescription for the frequency of trailheads. Conduct user counts, vehicle counts, and surveys across the trail network at peak hours of use to determine parking and access demand. There may be opportunities to locate trailheads at existing public facilities or created through partnerships with owners of existing parking areas. Trailheads can include many amenities such as: automobile parking, bicycle parking, comfort stations, drinking fountains, trash and recycle receptacles, dog waste stations, bicycle repair stations, wayfinding and informational signage shelters, and picnic areas. Trail amenities should be placed no higher than four feet off the ground for accessibility. Trailhead signage should provide accessibility information, such as trail gradient/profile, distances, tread conditions, location of drinking fountains, and rest stops.

Parking

Major trailheads can provide parking for 10 to 40 vehicles, depending on availability of land and anticipated level of use of the trail. Minor access points can have small lots accommodating up to 10 vehicles. Typically trailhead parking lots are paved to accommodate vehicles year round. Parking lots should be located in existing disturbed areas to minimize environmental impacts, and vegetative screening can be used to reduce the visual impact of parking areas. Consider one-way vehicle circulation to reduce parking area size. Where major trailheads are located in or near neighborhoods, provide user access from local streets crossing the trail, and possibly install “No Parking” signs to minimize parking impacts on local streets.

Trailheads should provide emergency and maintenance vehicle access and turnaround. Place ADA accessible parking spaces near the site’s accessible route, at a rate of one accessible space per 25 standard spaces. ADA parking spaces and access aisles should not exceed 2% slope in any direction, and the remainder of the lot surface should never exceed 5% slope in any direction.



Comfort Stations

There are a number of factors to consider before locating comfort stations, including available land, size of trailhead, existing comfort station facilities, utility availability, maintenance vehicle access, and user need. Prior to undertaking any comfort station building design, consultation with a structural and civil engineer, state building codes, health and safety codes, ADAAG and Public Rights-of-Way Accessibility Guidelines (PROWAG) standards, and local development codes is required.

The space required for each comfort station building depends on the number of toilets to be provided. Prioritize location of comfort stations at trailheads within existing parks and review gaps for placement at other trailheads or locations within the system. If other comfort station facilities are available within the park and trail system, use wayfinding signage along trails to direct users appropriately. Comfort station structures should be located adjacent to vehicular access points for security, maintenance, and access to water and sewer. Composting toilets should be considered in remote areas or where utility connections are unavailable. Always provide comfort station facilities outside of flood-prone areas.

Comfort stations should also make use of natural light and ventilation to the extent possible, and should be constructed of durable materials resistant to vandalism. Bicycle parking should be provided close to comfort station structures so that bicyclists do not have to prop unsecured bicycles against comfort station buildings.

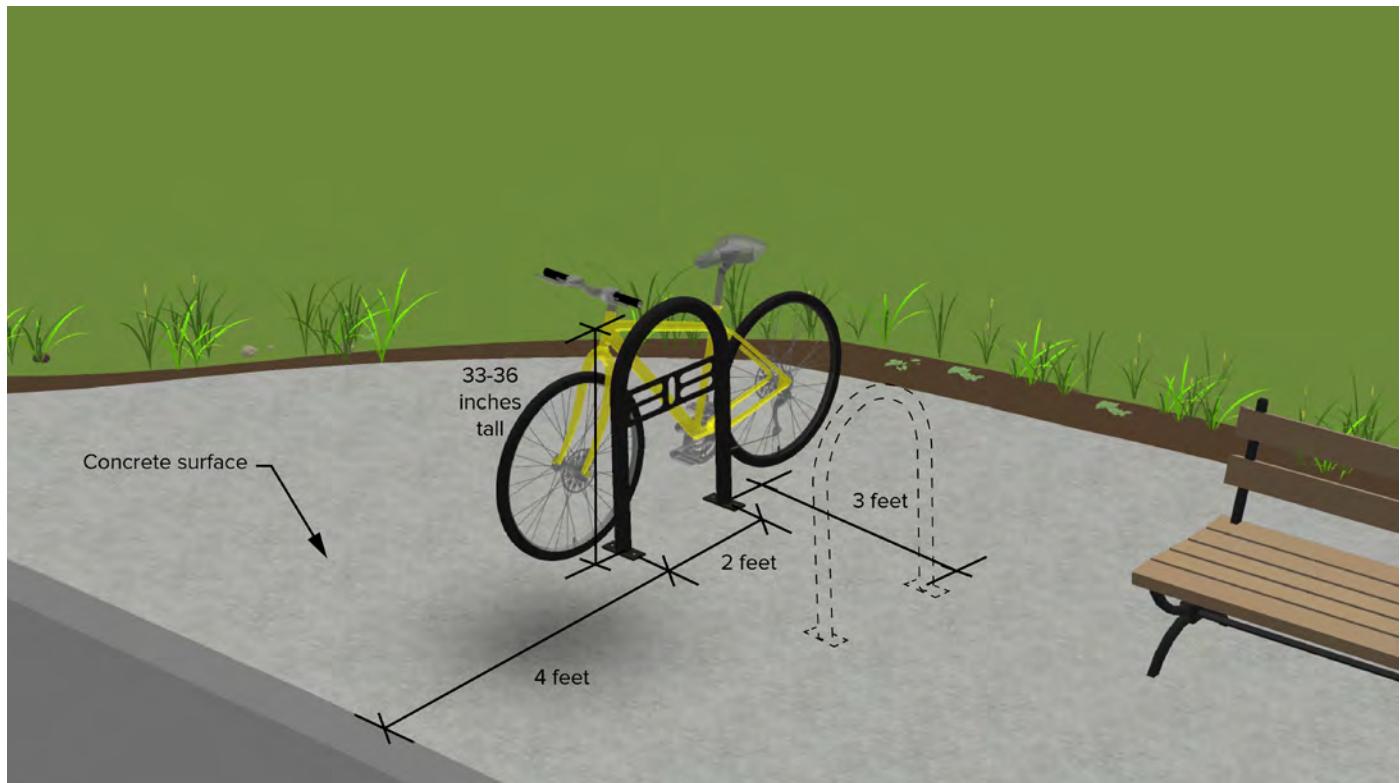


Bicycle Parking

Bicycle parking should be convenient, highly visible, and easily accessible from the trail. Bicycle parking should be located at comfort stations, select trailheads, points of interest, and rest stops. Signage may be desired to direct users to designated bicycle parking areas. Bicycle racks should be located on a hardscape surface and not be located directly in front of other trail amenities. Ideal rack location is parallel along the trail approach, no more than 25 feet from trail ingress/egress points and at least five feet from the edge of trail to avoid trail user conflict. Consideration should be given to avoid emergency ingress/egress, service access, and vehicular conflict areas.

The bicycle rack should support the bicycle in at least two places, preventing it from falling over, and the rack should allow locking of the frame and one or both wheels with a U-lock. Consider bicycle racks that resist cutting, rusting, bending, and deformation. A “staple” rack is an ideal rack type as it is easily recognizable, can accommodate bicycles of all sizes, and allows secure locking techniques.

When installing racks, ensure the rack is securely anchored to ground to prevent bicycle theft. On concrete surfaces, use .375 inch anchors to plate mount and shim as necessary to ensure vertical placement. When installing racks on pavers or other non-stable surfaces, embed the rack into the material base with core holes no less than three inches in diameter and 10 inches deep.



Bicycle Repair Stations

Bicycle repair stations are small kiosks designed to offer a complete set of tools necessary for routine bicycle maintenance and minor repairs. Popular locations for placement include major or minor trailheads and rest stops trails. Bicycle repair station tools are secured by high security cables, but will still be an attractive target for theft. Kiosks should be placed in areas of high activity to reduce potential vandalism. Consider grouping repair stations together with other amenities.

Drinking Fountains

Drinking fountains provide opportunities for users to replenish fluids and potentially extend their trip. Locate drinking fountains near comfort stations, at trailheads, parks, and other public gathering places along the trail. Drinking fountains should be placed at least five feet from trail edge, and no higher than four feet off the ground to be ADA compliant. Drinking fountains should be placed on a well-drained surface (2% sloped concrete slab). Consider the use of durable and vandalism-resistant materials such as steel or stone.

Seating

Seating along trails provides a place for users to rest and enjoy art, nature, and interpretive elements throughout a trail. Benches can be designed to create trail identity or be strictly utilitarian. Picnic tables provide places for trail users to congregate for meals or to relax. Locate seating along the trail at one mile intervals or where there is a demand by users. Seating within half-mile of trailheads is recommended. Provide benches and picnic tables in areas that provide interesting views, are close to an interpretive element, and offer shade or shelter from wind. Benches and other site furniture should be located a minimum of three feet from the edge of the trail, a minimum of four feet from comfort stations and drinking fountains, or a minimum of two feet from trash and recycling receptacles, lighting poles, and sign posts.

Wheelchair access should be ensured by providing compact, level surfaces at picnic tables and alongside benches. To prevent vandalism, seating should be securely anchored to hardened surfaces such as concrete or asphalt. Consider durable or native materials such as boulders that are



Trash Receptacles

Trash and recycle receptacles are necessities for trail maintenance and appearance. Trash and recycling receptacles should be prioritized along more heavily used trail sections, at each trailhead, and each seating area (one per every one picnic table, one per every two benches). Placement of other receptacles will depend upon the location of concessions, facilities and areas of group activities. Receptacles need to be accessible to maintenance personnel and should be set back a minimum of three feet from the edge of the trail. For recycling receptacles, signage should be provided indicating which recyclables are accepted. Consider including educational signage about the importance of recycling and the environmental benefits.

Receptacles should be selected for the expected trash/recycling amount, maintenance and collection program requirements, durability, and animal-resistance. In areas with adequate sunlight, consider compacting receptacles for trash and recyclables that use smart technology.

Art

Including public art on trails can engage the local community and create an identity for the trail. Public art can be aesthetic or functional, doubling as seating or shelter, and depending on the scale and form, an activity in itself to serve as a public attraction. Memorable art installations can act as landmarks and serve as valuable wayfinding tools. Public art can also be used as an interpretive device for telling a compelling story about the trail and area history.

Art can be placed at one or multiple locations along trails. Provide art displays on trails with anticipated high use and user exposure. Key locations such as turns or landscape changes could be areas to highlight through the inclusion of public art. When appropriate, artists can be engaged as part of the corridor planning and development process.

Artists should be encouraged to produce artwork in a variety of materials for sites along the corridor. Consider developing furnishings and amenities with artistic intent and providing continuity between elements while maintaining the unique styles of multiple artists. Community-based art and temporary installations are also effective ways of integrating public art into a trail.

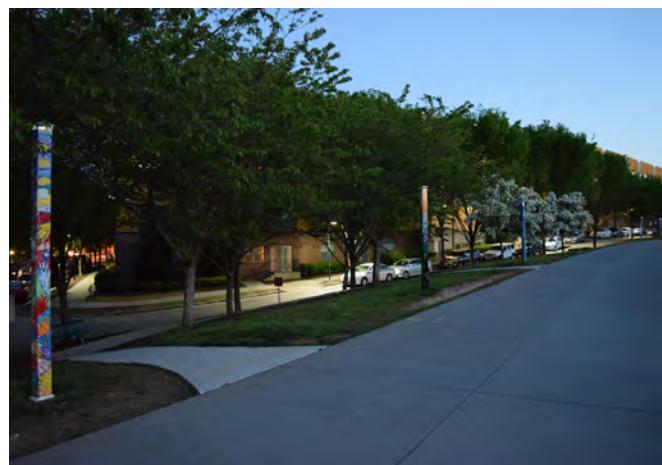
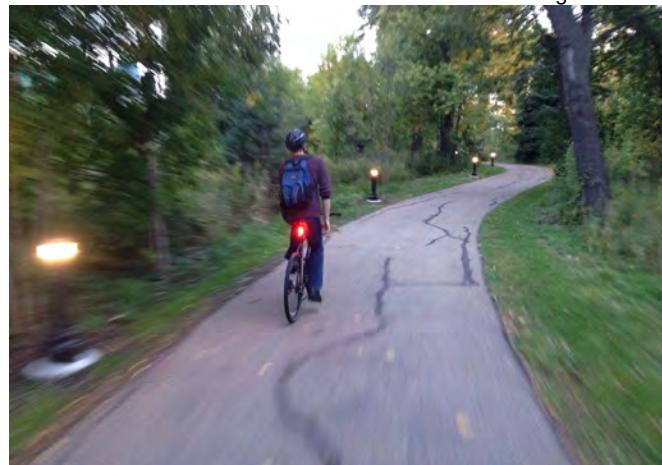


Lighting

Lighting for trails should be analyzed on a case-by-case basis with full consideration of the maintenance commitment lighting requires. Lighting can improve visibility for day time use in tunnels and underpasses, and night-time use along the trail and intersection crossings. Lighting can provide extended operation hours for all trail users, which should be considered particularly during winter months when trips to and from work are often made before sunrise and after sunset. Dependent upon trail hours, consider lighting in urban and/or commercial land use areas. Recommended locations for lighting include trailheads and parking areas, comfort stations, trail intersections, entrances and exits of bridges and underpasses and in tunnels, and street crossings. Lighting spacing along trails depends on the type and intensity of lights, though thirty to fifty feet spacing is common for pedestrian scale lighting. Solar powered lighting is available where utility collection is difficult or when alternative energy sources are desired. Lighting is generally not appropriate for trails in remote areas, trails with low use, or where there is little to no development.

Lighting should respond to the conditions of the site and meet the minimum standards set forth by the Illuminating Engineering Society of North America (IESNA). Full cut-off fixtures, or luminaries with no direct uplight, should be used to reduce light pollution. These fixtures also limit direct glare or excessive illumination on to adjacent properties, streets, or sidewalks.

Trail lighting should be at pedestrian scale, but avoid light fixtures at eye level that could impair visibility. Pedestrian scale lighting is typically about 15 ft tall, has lower levels of illumination, and closer spacing to avoid dark zones between lights. Pedestrian scale light fixtures are typically high pressure sodium vapor or metal halide lamps, which produce better “white light” than sodium vapor lamps. LEDs are the preferred lighting bulb as they offer a wide range of light levels and can reduce long term utility costs. Average horizontal illumination levels are 0.5 to two foot candles or five to 22 lux (AASHTO, Section 5.2.12).



Signage and Wayfinding

A comprehensive system of signage ensures that information regarding the safe and appropriate use of all facilities, both on-road and on shared-use paths. The bicycle and trails networks should be signed seamlessly with other alternative transportation routes, such as bicycle routes from neighboring jurisdictions, trails, and local transit systems. Signage includes post- or pole-mounted signs and pavement markings. Signage is further divided into information signs, wayfinding signs, regulatory signs, and warning signs. All signage should conform to the Manual on Uniform Traffic Control Devices and the American Association of State Highway Transportation Official Guide for the Development of Bicycle Facilities.

Wayfinding Signage

The ability to navigate through a city or across a trail network is informed by landmarks, natural features, and other visual cues. Wayfinding signs indicate:

- Direction of travel
- Location of destinations
- Designated bike routes or trails

Wayfinding signage serves many purposes, including familiarizing users with a trail system, helping users and emergency responders identify locations, marking designated bike routes, and labeling trail access points. Wayfinding signs also visually cue motorists that they are driving near a trail corridor and should use caution.

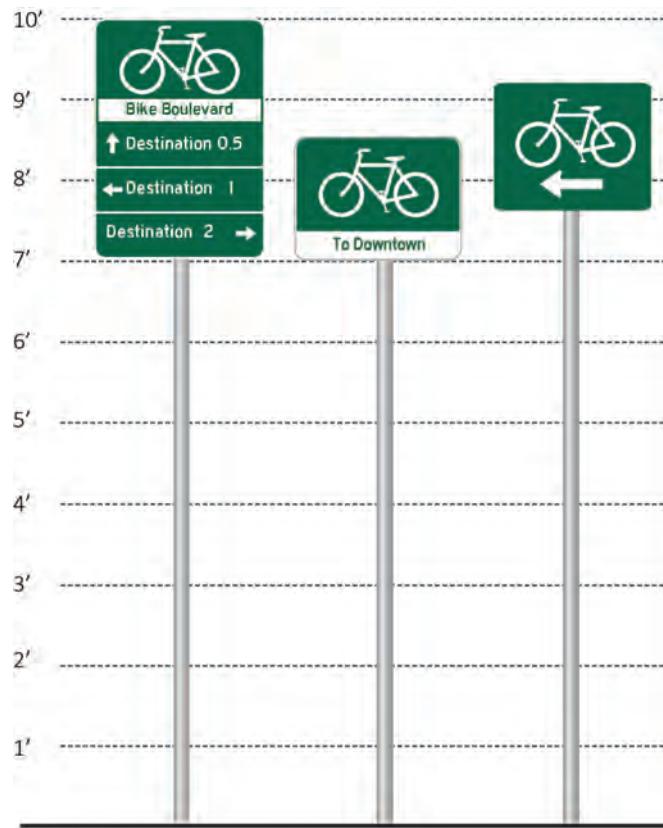
There are three general types of wayfinding signs:

- **Decision Signs** mark the junction of bikeways and/or trails and inform users of the route options to access key destinations. Destinations, arrows, distances, and travel times are included on decision signs.
- **Confirmation Signs** indicate to bicyclists that they are on a designated bikeway and make motorists aware of the bicycle route. This signage can indicate a single regional

destination and distance/time, but does not include arrows or a full list of destinations.

- **Turn Signs** indicate with arrows where a bikeway turns from one street onto another street or trail. This signage can be used in conjunction with pavement markings.

Section 1A.12 of the MUTCD establishes the general meaning for sign colors. Green is the color used for directional guidance and is the most common color of bicycle wayfinding signage in the US. Custom community wayfinding signs may use other MUTCD allowed colors, and include pedestrian-oriented travel times and designs such as local town logos or sponsorship branding.



Decision Confirmation Turn

Sign Placement

Signs are typically placed at decision points such as the intersection of two or more bike-ways or trails, and at other key locations leading to and along bicycle and pedestrian routes. It can be useful to classify a list of destinations for inclusion on the signs based on their relative importance to users throughout the area. A particular destination's ranking in the hierarchy can be used to determine the physical distance from which the locations are signed. For example, primary destinations (such as the downtown area) may be included on signage up to five miles away. Secondary destinations (such as a transit station) may be included on signage up to two miles away. Tertiary destinations (such as a park) may be included on signage up to one mile away.

Decision Signs are placed on the near-side of intersections in advance of a junction with another bicycle route, and along a route to indicate a nearby destination.

Confirmation Signs are placed every quarter to half mile on off-street facilities and every two to three blocks along on-street bicycle facilities, unless another type of sign is used (e.g., within one hundred fifty feet of a turn or decision sign). Confirmation signs should be placed soon after turns to confirm destination(s). Pavement markings can also act as confirmation that a bicyclist is on a preferred route.

Turn Signs are placed on the near-side of intersections where bike routes turn (e.g., where the street ceases to be a bicycle route or does not go through). Pavement markings can also indicate the need to turn to the bicyclist.

Regulatory Signs

Regulatory signs give a direction that must be obeyed, and apply to intersection control, speed, vehicle movement, and parking. The examples below are types of regulatory signs that could be integrated into a signage program. Smaller scale signs or plaques may be used for trail applications. See the MUTCD 9B for a detailed list of regulatory sign application and guidance.



Etiquette Signage

Informing trail users of acceptable etiquette is a common issue when multiple user types are anticipated. Yielding the right-of-way is a courtesy and yet a necessary part of a safe trail experience. The message must be clear and easy to understand. The most common trail etiquette systems involve yielding of bicyclists to pedestrians. Trail etiquette information should be posted at access points and periodically along the trail.



Interpretive Signage

Interpretive displays provide trail users with information about the surrounding environment or site, wildlife, vegetation, history, and the significance of cultural elements. Interpretive displays may also be combined with public art and sculpture opportunities along the trail. Consider the character of the trail and surrounding elements when designing these signs. Work with experts specific to the information you are conveying on the signs such as historians, ecologists, or artists. Separate interpretive signage panels from the main trail circulation so that users can stop and not impede traffic. Consider including interpretive signage at rest stops or areas of congregation. Panels must be ADA accessible. Consider use of technology for interpretation.



Informational Kiosks and Message Centers

Kiosks and message centers provide trails users with information to orient themselves, learn of areas of interest, read the rules and regulations of the trail system, and find the hours of operation. Kiosks should be installed at each major and minor trailhead. When locating kiosks next to parking facilities, set the units back far enough from traffic and protect the support posts or structure with appropriately sized barriers. Evaluate the use of emerging technology options for implementation of information and messages as part of the signage program.





5. Implementation

Implementing the City's trail network will be an incremental process that involves a variety of partners and funding sources. This implementation chapter is a guide for the planning and budgeting of the trail network and includes priorities based on public feedback, estimated planning costs for budgeting, and potential funding sources that can be used to help implement the trail network.

Cities typically rely heavily on external funding for trail implementation - it is not realistic to expect Lake Stevens to fund all trail improvements on its own. The State of Washington provides numerous funding opportunities for jurisdictions seeking to implement their trail network. These funding opportunities are contingent on having an adopted citywide master trails plan. The completion of this

citywide network and an assessment of logical and opportunistic routes will help Lake Stevens complete for funding from these types of funding sources.

In addition to implementation through other funding sources, the trail network can be incrementally built through frontage improvements as development occurs in rapidly growing areas of Lake Stevens. Updating the city's development code to reference the trail master plan as a frontage improvement consideration can be an additional tool for trail network implementation.

The following section discusses the trail segments, prioritization, and these types of tools in more detail.



The photo above shows a 10- foot multiuse path at Lundein Parkway and Vernon Road.

Project Segments

The following are the primary trail segments recommended for implementation. Chapter 03 provides additional planning information on the purpose that each of these connections serve. The letters in each segment's heading correspond to their locations on the Proposed Trail Segment Map on page 82.

Westside Trail (F,G,H,I)

The Westside Trail is the highest priority for implementation. As an off-street trail utilizing an existing utility corridor, the city has the greatest likelihood of implementing a safe and all-user friendly recreational trail across the western side of Lake Stevens. As discussed in chapter 03, the trail is recommended for three phases of development. The first should leverage existing land acquisition near 20th Street SE and secure easements from homeowners associations to extend the trail northward to 1st Street SE. The second phase should extend from Vernon Road northward to Lundein Parkway. The final third phase is the most technically complex, requiring the implementation of a multiuse path adjacent to the city's roadway network that utilizes the Lundein Parkway intersection as a signalized crossing for SH 204. Constructing this trail spine will significantly enhance non-motorized connectivity in Lake Stevens and future network improvements can leverage the Westside Trail spine.

Marysville Connector (J,K)

The Marysville Connector is the second off-street trail proposed in Lake Stevens. The trail begins as an multi-use trail adjacent to 10th Street NE and proceeds as an off-street trail northward to Marysville, utilizing an existing utility corridor. In Marysville, segments of the Bayview Trail are being implemented within this utility corridor as new development occurs. The City should work with Marysville and Snohomish County to establish the importance of this segment as a regional connection. The partnership could be leveraged to secure grant funding for construction. This is a long-

term priority contingent upon partnerships and updates to include the segment in all jurisdictions' master plans.

Lakeshore Drive / Vernon Road (E)

Lakeshore Drive / Vernon Road is a high implementation priority. It was derived directly from extensive public feedback indicating the desire for a trail around the lake. The existing roadway is constrained with narrow pavement and will require construction for a continuous, protected trail. A 4 foot sidepath without separation is present, but not continuous. A short-term facility opportunity is to include shared lane markings along Lakeshore Drive / Vernon Road giving people riding bicycles a visible priority to share the roadway. Traffic calming, such as speed humps, should also be added to lower traffic speeds and encourage alternate routes for pass-through traffic. The current pedestrian sidepath can be extended as funding is available to continue to enhance pedestrian travel. A more permanent multiuse facility that is separated from the roadway will be a significant expense, but any future roadway reconstruction should have a significant level of bicycle and pedestrian design.

N Davies Road (A, B, C)

Davies Road is a continuation of a segment of the lake-adjacent trail network. Route implementation along Davies Road is similar to that along Lakeshore Drive where a narrow roadway is surrounded by residential development. The relatively built-up characteristics make land acquisition for a separated trail facility costly. A roadway-adjacent sidepath extends along portions of Davies Road and is heavily used by pedestrians. No formal bicycle facilities are present. It is recommended that shared lane markings be added along Davies Road, along with traffic calming enhancements. Extending the pedestrian sidepath should be a high priority, but will require the addition of new pavement in many locations. While separation between pedestrians and vehicular traffic is preferred, this continued extension of the pedestrian sidepath can be an interim opportunity. More significant

reconstruction of the roadway will be required to implement any formal and separated facility which will be a long-term objective. Near the 96th Ave NE intersection, an off-street linkage could be acquired that would route non-motorized users to Springbrook Road where it would connect to Vernon Road at the north. Traffic volumes on Springdale Road are low and would allow for non-motorized users to share the roadway with appropriate signage. The implementation of first stage improvements, such as shared lane markings, is a high priority project.

91st Ave SE (P)

This roadway has periodic bike lanes and sidewalks, particularly near Lake Stevens Middle School and Hillcrest Elementary School. Due to the proximity of the schools, it is important to provide sidewalks, preferable with the use of curb and gutter for vertical separation. Sidewalks can be supplemented with a standard bicycle lane. This is a low priority corridor.

99th Ave SE (Q)

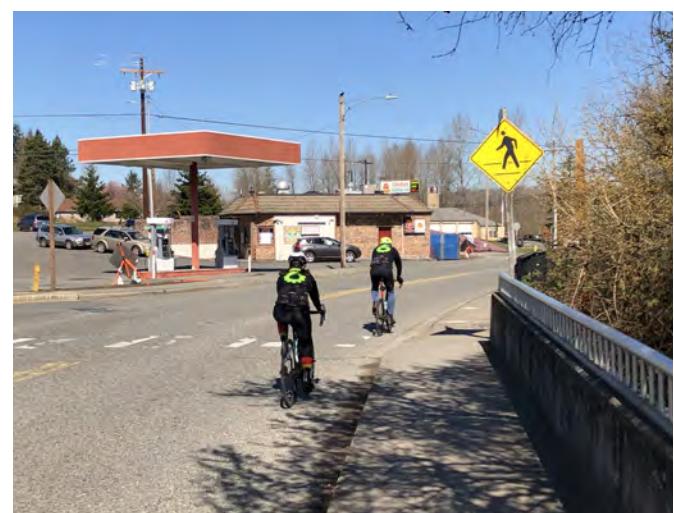
A multiuse trail is depicted for the future build-out of 99th Ave SE. This is a primary north to south corridor to the west of Highway 9 and provides a spine similar to the Westside Trail. This is an area experiencing rapid new development presenting an opportunity for the multiuse trail to be incrementally implemented with frontage improvements. In areas where new development has occurred and sidewalks are under the 10 foot minimum standard for trails, a standard bicycle lane can be added. Future capital projects may expand the sidewalk to meet the multiuse trail standard. This is a medium-priority project beginning with gradual implementation through frontage improvements. This roadway has periodic bike lanes and sidewalks, particularly near Lake Stevens Middle School and Hillcrest Elementary School. Due to the proximity of the schools, it is important to provide sidewalks, preferable with the use of curb and gutter for vertical separation. Sidewalks can be supplemented with a standard bicycle lane. This is a low priority corridor.



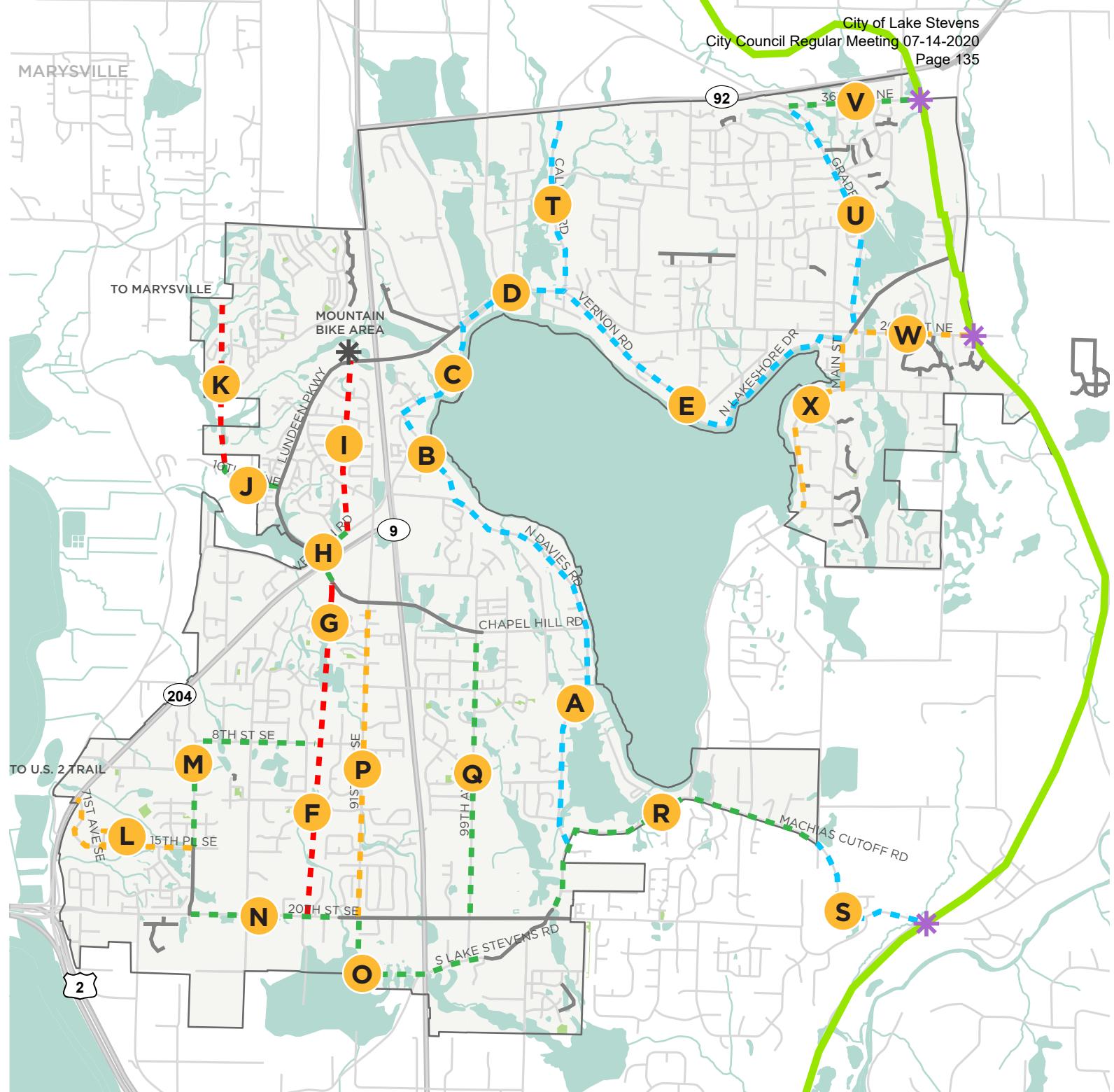
Pedestrians utilizing a sidepath segment along Davies Road



Pedestrians using a sidepath along 99th Avenue



People riding bikes on Main Street in Downtown Lake Stevens



LAKE STEVENS PROPOSED TRAIL SEGMENTS

EXISTING & PROPOSED TRAILS

- Bike Facility & Sidewalk
- Off Street Trail
- Multiuse Trail
- Sidepath
- Existing Trail Facility
- Existing Centennial Trail

BACKGROUND

- * Centennial Trail Connection
- City Boundary
- Streets
- Highways
- Water



0 0.5 1 MILES

20th Street SE (N)

While S. Lake Stevens Road will provide a multiuse trail connection across southern Lake Stevens, 20th Street SE provides a direct east to west pathway that connects several planned trail segments. Facility implementation on 20th Street SE should include sidewalks with separation from the roadway, and a standard or buffered bicycle lane. Due to planned redesign and roadway reconstruction, this is a high priority project.

S Lake Stevens Road (O, R)

A multiuse path is recommended for S. Lake Stevens Road, a continuation of what has been planned and incrementally implemented along the corridor to date. An important extension of the multiuse trail, however, will be the roadway's eventual construction to the west of Highway 9. A continuation of the multiuse trail will provide a safe continuation of non-motorized travel to the Westside Trail, via an additional connection. This is a high priority for design and implementation leveraging planned commercial development planned for the general vicinity. This is a high priority project.

N Lake Stevens Road (X)

A portion of N. Lake Stevens Road lies within current city limit boundaries. This corridor is one of the most constrained in the city due to very narrow right-of-way and higher traffic volumes. The portion in Lake Stevens has a periodic roadway-adjacent pedestrian sidepath with no separation. Due to the constraints, any significant facility improvements will be very costly and will likely need to occur with a larger capital project in the long-term future. Short-term facilities can include a continuation of the pedestrian sidepath, preferably with pylons for visual separation due to higher traffic volumes. Shared lane markings can be utilized for bicycle travel if supplemented with traffic calming and/or speed controls to keep traffic under 35 mph.

Main Street (X)

Main Street through downtown Lake Stevens currently has sidewalks with sidewalk segments being enhanced as new development occurs. People riding bikes have generally used Main Street, or parallel roadways to the east, as connections to 20th Street NE which connects to the Centennial Trail. It is recommended that shared lane markings be added to Main Street through Lake Stevens in addition to the continued enhancement of sidewalks.

20th Street NE (W)

This corridor located to the north and east of downtown Lake Stevens, is the most direct connection to the Centennial Trail; however, non-motorized users also have the ability to utilize a marked sidepath on Hartford Drive as an additional connection. Due to space constraints on 20th Street NE, particularly at the bridge to the west of the Centennial Trail connection, a separated multiuse trail would be costly. A more immediate recommendation is to continue enhancing the sidewalks on the south side of 20th Street NE including repainting sidewalk crossings and widening sidewalks as funding is available. The sidewalks are not conducive for bicycle and pedestrian travel, particularly on days with numerous users; therefore, shared lane markings are an option to formalize bicycle travel. Should roadway widening occur, bicycle lanes can be added.

15th Pl to Highway 204 (L)

This is a minor but vital connection to the Highway 2 trail which connects to the city of Everett. WSDOT allows for non-motorized travel on the shoulders of Highway 204 and public input indicated that long-range cyclists and commuting cyclists use this route to access the Highway 2 trail. Due to the residential nature of this link, no facilities are proposed. Wayfinding signage, however, should be utilized to direct users to Highway 02 trail. Additionally, signage should be used to alert vehicular traffic to the periodic presence of cyclists.

Lundeen Parkway (D)

Lundeen Parkway between Highway 9 and Vernon Road is a critical connection between western Lake Stevens and downtown, which includes access to the Centennial Trail. Due to the importance of this trail spine, and the higher traffic volumes, a multiuse trail is proposed as the ultimate buildout facility. The right-of-way is also less constrained, providing room to incorporate a multiuse trail which has already been implemented around and near roundabouts at Lake Drive and the Vernon Road junction. Interim facilities can include a sidepath along shoulders (some widening required), with pylons for vertical separation.

Callow Road (U, V) / Grade Road (T)

Callow Road and Grade Road are relatively flat connection to northern neighborhoods in Lake Stevens. They are both located in areas where rapid growth is occurring creating more recreational and non-motorized transportation demand. A sidepath is present in some areas, particularly along Grade Road, and frontage improvements are incrementally implementing sidewalks along with wider roadway pavement, often used for parking. In the short term, a sidepath should be extended to provide contiguous linkages for pedestrians. Shared lane markings can be implemented for bicyclists. As residential growth occurs, public trails can help to provide off-street facilities through natural areas. Additionally, bike lanes and sidewalks should be incorporated as part of frontage improvements to provide non-motorized linkages on the roadways themselves.

Machias Cutoff Road (S)

While outside of city limits, this section provides a direct connection to the Centennial Trail and may be used by more experienced bicyclists and runners, particularly those traveling eastbound to the Centennial Trail. A westbound sidepath or marked shoulder could elevate the notice of the presence of non-motorized users. Any markings or enhancements would be through Snohomish County since the section lies in their jurisdiction.

Cost Estimates

Planning-level cost estimates were prepared for the segments described previously to assess potential costs associated with implementing the city-wide trail network. It is important to note that the cost estimates included in this section are at the planning level and are intended to portray the estimated city-wide funding needs for trail implementation. The numbers are based on the following facility assumptions described in detail in Chapter 03:

- **12' Off-Street Trail:** Cost estimates assumed asphalt construction through varied topography, 4 wayfinding signs per mile, 4 benches per mile, standard street crossings, and permitting estimates. The estimate does not include property acquisition.
- **10' Multiuse Trail:** Assumptions include asphalt construction, ADA compliance, enhanced crossings, a five-foot landscaped parkway, and 10 wayfinding/regulatory signage per mile. Assumptions also assume that stormwater drainage and curb and gutter are already in place since locations where this is proposed within Lake Stevens areas where this infrastructure is existing, or where frontage improvements will require construction to this standard.
- **6' Sidepath:** Cost estimates assumed varied topography, asphalt construction, no physical barrier between the sidepath and vehicular traffic, no amenities, and no lighting. A contingency was added to account for stormwater treatment that would likely be required with an increase in pervious surfaces.
- **Bike Facilities:** Estimates were divided into bike lanes and shared lane markings (sharrows). Estimates assumed application on existing roadway surfaces through paint and do not include physical improvements to roadways.

The cost estimate summary table below includes the project segments described in the previous pages further broken down by facility type. The Westside Trail, for example, is divided into numerous segments to reflect both the different facility applications along with priority for implementation.

The planned trail network is approximately 20 miles in length and represents a system of off-street trails, multiuse trails, sidepaths, and bicycle markings on existing roadways. Planning level estimates indicate that the total cost for these initial improvements is approximately \$14.9 million. This estimate utilized a cost per linear foot for each planned facility across the calculated length of the trail and does not take into consideration specific characteristics and circumstances unique to each

segment. For example, some existing facilities are already in place along the trail corridors - these existing facilities were not removed from the linear calculations prior to estimates due to the corridor-wide nature of the cost estimates.

Sidepaths, in particular, are the most variable due to challenges with construction in narrow rights-of-way. While a six-foot minimum sidepath is recommended, in many areas this may not be achievable. A large contingency was assumed for this reason and varying application of this temporary infrastructure is likely.

Multiuse paths in SW Lake Stevens will likely be implemented through frontage improvements. City costs, therefore, may be lower than what is estimated for these facility types, but is included as part of citywide cost

Table: Cost Estimates Summary

Project ID	Street Name/Location	Extent	Length (feet)	Facility Type	Cost Estimate	Priority
A	N Davies Road	S Lake Stevens Road to Springbrook Road	9,628	Sidepath	\$1,222,000	Medium
B	Springbrook Road	N Davies Road to Vernon Road	2,411	Sidepath	\$306,000	Long
C	Vernon Road	Springbrook Road to Lundein Parkway	2,720	Sidepath	\$345,000	Medium
D	Lundein Parkway	Vernon Road to Vernon Road	2,636	Sidepath	\$335,000	Short
E	Vernon Road/N Lakeshore Drive	Lundein Parkway to Main Street	8,594	Sidepath	\$1,091,000	Short
F	Westside Trail	20th Street SE to 1st PI SE	5,926	Off Street Trail	\$1,204,000	Short
G	Westside Trail	1st PI SE to Market PI	2,037	Off Street Trail	\$414,000	Long
H	Westside Trail	Market PI to Vernon Road	1,534	Multiuse Trail	\$299,900	Long
I	Westside Trail	Vernon Road to Lundein Parkway	3,926	Off Street Trail	\$797,900	Medium
J	10th Street NE	Lundein Parkway to Marysville Connector	1,509	Multiuse Trail	\$295,100	Long
K	Marysville Connector	10 Street NE to City Limits	3,801	Off Street Trail	\$792,900	Long
L	15th PI SE/14 PI SE/71st Avenue SE	Fairview Drive to State Route 204	4,394	Shared Lane Markings	\$27,000	Short
M	Fairview Drive/8th Street SE	15th PI SE to Westside Trail	5,153	Multiuse Trail	\$1,007,700	Medium
N	20th Street SE	Fairview Drive to 91st Avenue SE	3,385	Multiuse Trail	\$662,000	Short
O	New Development (south of 91st Avenue SE)	20th Street SE to S Lake STEVENS Road	4,198	Multiuse Trail	\$820,900	Short
P	91st Avenue SE	20th Street SE to Market PI	7,230	Bike Lanes	\$97,100	Long
Q	99th Avenue SE	20th Street SE to Chapel Hill Road	6,508	Multiuse Trail	\$1,272,700	Ongoing
R	S Lake Stevens Road/Machias Cutoff Road	20th Street SE to 123rd Avenue SE	7,719	Multiuse Trail	\$1,509,528	Short
S	Machias Cutoff Road	123rd Avenue SE to Centennial Trail	3,779	Sidepath	\$479,631	Long
T	Callow Road	Vernon Road to State Route 92	4,085	Sidepath	\$518,500	Medium
U	Grade Road	20th Street NE to 36th Street NE	5,517	Sidepath	\$700,200	Medium
V	36th Street NE	Grade Road to Centennial Trail	3,172	Multiuse Trail	\$620,300	Medium
W	20th Street NE	Grade Road to Centennial Trail	2,647	Bike Facility & Sidewalk	\$16,300	Short
X	Main Street/E Lake Stevens Road	N Lakeshore Drive to 8th Street NE	4,432	Bike Facility & Sidewalk	\$27,300	Short
Grand Total					\$14,862,200	

Implementation Tools

Federal Grants

Federal and state grants provide a supplemental funding source for trail implementation. There are a variety of federal grant programs that can provide trail funding support, some of which are listed in the table below. Federal grant funding is often administered by

metropolitan planning organizations (MPOs). In this region, the Puget Sound Regional Council (PSRC) does administer grant funding for trails, particularly as part of CMAQ. While federal grant funding is an opportunity to facilitate trail implementation, the funding application and administration process can be extensive and the funding is highly competitive.

Federal Funding Program	Level	Link	Description
Congestion Mitigation/ Air Quality Improvement Program (CMAQ)	Federal (FHWA administers to States and local governments)	https://www.fhwa.dot.gov/fastact/factsheets/cmaqfs.cfm	CMAQ provides funding for projects and programs in air quality non-attainment and maintenance areas which reduces transportation related emissions. These funds can be used for bicycle, pedestrian and trail infrastructure.
Highway Safety Improvement Program	Federal (FHWA administers to States and local governments)	https://safety.fhwa.dot.gov/hsip/	HSIP provides \$2.4 billion nationally for projects and programs that help communities achieve significant reductions in traffic fatalities and serious injuries on all public roads, bikeways, and walkways.
Community Development Block Grants (CDBG)	Federal (HUD administers to local governments)	https://www.hud.gov/program_offices/comm_planning/	The CDBG program provides money for streetscape revitalization, which can include streets, sidewalks, and recreational facilities.
Rivers, Trails, and Conservation Assistance Program (RTCA)	Federal (National Park Service administers to local governments)	https://www.nps.gov/orgs/rca/index.htm	RTCA provides technical assistance to establish and restore greenways, rivers, trails, watersheds and open space. The program only provides planning assistance and is not be considered a future capital funding source.
National Highway Performance Program (NHPP)	Federal (FHWA administers to States and local governments)	https://www.fhwa.dot.gov/fastact/factsheets/nhpps.cfm	NHPP provides funding for construction and maintenance of the National Highway System and can be included for bicycle and pedestrian infrastructure.
Surface Transportation Block Grant Program (STBGP)	Federal (FHWA administers to States and local governments)	https://www.fhwa.dot.gov/fastact/factsheets/stbgfs.cfm	Flexible transportation funding for a wide variety of projects including for recreational trails and bicycle infrastructure.
Transportation Alternatives Program (TAP)	Federal (FHWA administers to States and local governments)	https://www.fhwa.dot.gov/fastact/factsheets/	Transportation Alternatives (TA) includes the Safe Routes to School and the Recreational Trails Program . Funds may be used for a variety of pedestrian, bicycle, and streetscape projects including sidewalks, bikeways, multi-use paths, and rail-trails.
Federal Transit Administration (FTA) Metropolitan Planning	Federal (FTA administers to States who then administer to MPOs)	https://www.transit.dot.gov/CIG	This program provides funding for metropolitan coordinated transportation planning. Eligible activities include bicycle planning to increase safety for non-motorized users and to enhance the interaction and connectivity of the transportation system across and between modes.
Better Utilizing Investments to Leverage Development (BUILD)	Federal (U.S. DOT administers to States and local governments)	https://www.transportation.gov/BUILDgrants	A competitive grant program that can be used for bicycle and pedestrian projects.

State Grants

There are numerous state grants that can be leveraged by the city as it seeks to implement the trail network. Some of the most significant funding allocations are administered by the Recreation and Conservation Office (RCO) through numerous individual grant programs. Having an adopted master trails plan gives Lake Stevens the opportunity to apply for many state grant funding opportunities. Generally speaking, there are recurring application deadlines on an annual basis. It's important to note that many grant programs, such as the Washington Wildlife & Recreation Program, are extremely competitive. For this reason, relying on grant funding for implementation should not be the sole basis for implementation. The table below includes some of the most notable state grant funding opportunities.

Capital Funding

Most jurisdictions implement trail programs through capital funding, which is city-funded implementation. Capital funding for trail implementation can be challenging, particularly with a variety of competing demands for funding. A diversified tax base and sales tax revenue provide additional funding for quality of life enhancements, such as trails. Other proactive and citizen-approved initiatives, such as parks & recreation levies, can provide a meaningful source of funding for trail facilities.

In addition to budgeting and voter-approved levies, trail projects can be implemented through roadway capital improvement projects. As roadway improvements are planned for corridors where trail facilities are recommended, design should place special consideration on incorporating non-motorized transportation facilities.

State Funding Program	Level	Link	Description
Pedestrian and Bicyclist program	State (Administered by WSDOT)	https://www.wsdot.wa.gov/LocalPrograms/ATP/funding.htm	Eligible: 1) Pedestrian/bicyclist safety and/or mobility infrastructure improvements (may include PE); 2) Design-only projects that will result in a ready to construct pedestrian or bicycle improvement project.
Safe Routes to School Program	State and Federal Funding (administered by WSDOT)	https://www.wsdot.wa.gov/LocalPrograms/SafeRoutes/default.htm	Increase the number of children walking and biking to school safely. Eligible: Infrastructure improvements within two miles of a school and/or local transportation safety programs (education and encouragement activities) serving children kindergarten to 12th grade that will improve safety and/or increase the number of children walking and biking to school. 24/120 requested applications receiving. Funding \$21.15M. 75% of those projects target low-income schools
Washington Wildlife & Recreation Program - Recreation, Trails Category	State (administered by RCO)	https://rco.wa.gov/grant/washington-wildlife-and-recreation-program-recreation/#eligible-projects	Grants to provide public trails open to pedestrians, equestrians, or bicyclists. Project must be accessible. Project scope can include design and construction. Can be for acquisition, development or both. Biannual. In 2018, 8 of 29 project applications were funded. Application involves 2 rounds of application and presentation.
Transportation Improvement Board	State	http://www.tib.wa.gov/grants/grants.cfm	Relevant categories: -Urban Arterial Program - Project must score well in one of these: safety, growth & development, physical condition, mobility. Eligible projects must be in a federally classified route (principal, minor, collector) -Urban Sidewalk Program - The intent of the project must be transportation and not recreation. Projects improve pedestrian safety, access, connectivity, and address system continuity. All projects must be transportation related on a federally classified route and be consistent with the American with Disabilities Act (ADA).
Land and Water Conservation Board (LWCF)	State (administered by RCO)	https://rco.wa.gov/grant/land-and-water-conservation-fund/	Funding to buy and improve parks, trails, wildlife lands, and other outdoor recreation resources. Project must be accessible.

Developer Participation

Another implementation method, particularly in rapidly growing communities, is through development participation and frontage improvements. As new development occurs, the City of Lake Stevens requires developers to provide street frontage improvements. When development occurs adjacent to an existing or planned trail segment, new development should trail access and/or trail implementation. Development review should consider whether a trail segment can be achieved through the new development. There are several roadways identified as candidates to include trail facilities where these forms of developer participation can occur.

Another form of developer participation is through park impact fees and payment-in-lieu fees. These types of fees are collected as development occurs and must be used for park improvements within a set timeframe. The fees can be used for trails and are an additional funding mechanism to preserve and enhance quality of life as communities grow.

The City of Lake Stevens currently has a Park Impact Mitigation Fee that requires all new residential development to either pay a fee or dedicate land to help implement the “capital facilities and parks and recreation elements of the comprehensive plan,” which can include parks, recreation, open space, and trail facilities. Similarly, a Traffic Impact Mitigation Fee requires new residential development to pay a fee or dedicate land for capital improvement projects related to streets. Given the City’s rapid growth, Lake Stevens should continue to collect and utilize these fees to implement the proposed trails network.



Multiuse path along S. Lake Stevens Road



A 12-foot multiuse path along 91st Avenue SE near Hillcrest Elementary School provides a safe walkway for students

Utility Coordination

Due to the opportunity to utilize utility easements through Lake Stevens for off-street trails, outreach to the utility purveyors that operate within the major utility corridors was performed to assess trail construction requirements within easements. Generally speaking, utility purveyors do not object to the public trails within their easements, but do regulate grading and vertical structures or amenities, particularly when the trail is located directly beneath overhead power lines. The following is a summary of information received from each utility purveyor.

Bonneville Power Administration

The Bonneville Power Administration (BPA) allows for the construction of trails within their easements through a BPA Land Use Agreement. Any style of trail is allowed, but the trail must withstand HS-20 loading requirements for maintenance vehicle access. Amenities can be proposed as long as clearance limits near facilities are met. The BPA does collect fees for operating within easements. Implementation of the Westside Trail will require approval of BPA.

Seattle City Light

Seattle City Light (SCL) permits the construction of trails within its utility easements through a SCL Consent Application.



The images above shows a segment of the Westside Utility Corridor.

All types of trails are permitted, as long as the trail provides sufficient width and support for department vehicles and equipment. SCL does not permit any buildings, structures, or park facilities within its easement. Implementation of the Westside Trail will require approval by SCL.

Olympic Pipeline

The Olympic Pipeline does not permit any trail structure or amenity within 30 feet of the pipeline and does not allow for grading over the pipeline, except when a crossing is necessary and in which case coverage requirements apply. Trail approval is required through a Permitted Facilities Agreement and an Engineering Approval Letter. Concrete pavement is discouraged and often is not allowed. Implementation of the Marysville Connector will require Olympic Pipeline approval. The Olympic Pipeline is not located in the Westside Trail corridor.

SnoPUD / PSE

While multiple attempts to contact Snohomish County PUD and Puget Sound Energy were made, no feedback on trail construction requirements was obtained. Trails have been constructed by other jurisdictions within the utility easements of each, indicating that they are permitted. It is likely that the same considerations of limited amenities and vehicular weight requirements apply.



Counts & Data Collection

Trail count programs provide a means for assessing use of existing facilities while also allowing for assessment of benefits associated with trail development. [a state-wide count program and methodology does not exist at this time for Wisconsin]. Various jurisdictions [in Snohomish County?] have conducted bicycle and pedestrian counts on trails but without consistent methodology among locations.

It is recommended that Lake Stevens develop a trail count program to better assess demand for trails over time and across seasons. The count program should employ methods that are repeatable across the jurisdiction and, given the nature of Appleton's network, are appropriate for both on and off-street facilities. A growing range of methods and devices provide options of varying cost, duration, and reliability. If less permanent options are selected, a strict methodology regarding location, duration, and frequency should be developed in order to provide for data that can be compared over time.

Implementation of counting hardware may provide more reliable usage data and better capture use over time as opposed to manual count methods. However, manual count methods can provide several benefits including: a method for engaging community advocates, a method for assessing placement of automated devices, and an opportunity to gather additional feedback on existing trails.

Lake Stevens can gather input from trail users about the network through user surveys. Surveys can cover a range of topics, including purpose of trip, frequency of use, assessment of trail quality, and travel to and from the trail. By intercepting residents on the trails, the city can capture feedback from those using the facility.

Encouragement Programs

Investment in active transportation infrastructure is further enhanced through the education, encouragement, and enforcement of appropriate facility use. Programs can range from community workshops and individualized marketing campaigns to Safe Routes to School and safety marketing campaigns. Education and encouragement programs help connect residents with the tools they need to learn about the facilities available to them, to gain the skills required to safely utilize the network, and to pursue a more active, sustainable lifestyle. Programs can partner with schools, employers, and other community organizations to reach a wide audience and better understand the needs of various user groups.

Further, enforcement programs reinforce appropriate behavior and improve personal safety on the trails and across the city. Few opportunities exist to provide additional education to all modes, and programs such as traffic citation diversion courses can be one method for all modes to learn the legal rights and responsibilities when walking, bicycling, and driving. Programs can target all modes, and in partnership with the police department, can aim to curb behavior specifically known to endanger bicyclists and pedestrians. Enforcement can also include programs such as a volunteer trail steward program, where groups of volunteers bicycle along the trail network to enhance safety through additional observation as well as can answer questions regarding the network.

Vision Into Action

Lake Stevens has experienced dramatic change over the past 20 years and its population and land area has increased considerably. As the community continues to grow, the city has the opportunity to enhance recreational activities for existing and future residents through trails. In the future, the Westside trail will provide a comfortable facility with natural elements that can be used by all ages and abilities. Lakeshore Drive will provide a sidepath for pedestrians and shared lane markings will allow people riding bicycles to more comfortably use the roadway for lakeside travel. New development in SW Lake Stevens will gradually create a multiuse pathway separated from the roadway that will allow residents to walk, run, bike, and roll safely along 99th Avenue, Fairview Drive, and 8th Street SE. A sidepath and shared lane markings along Davies road will give people walking and biking a more comfortable experience as they travel lakeside to Willard Wyatt Park. And in the future, the

Marysville Connection can provide a western link between Lake Stevens and Marysville, integrating the two cities' networks.

These improvements, among others included in this plan, are the vision for recreational trails and non-motorized accessibility across Lake Stevens. Realizing this vision will take a combination of public and community support, diverse sources of funding, patience, and time. The facilities and alignments recommended in this plan are a guide and a framework for implementation and should be used accordingly, recognizing when other opportunities exist and when alignments can be better incorporated within new residential development.

Each incremental action to stripe a roadway, add sidepath pavement, implement a capital roadway project, or construct a frontage improvement is one step closer to achieving the citywide trail network. The citywide trail network will continue to enhance Lake Stevens' quality of life and provide active recreation





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: July 14, 2020

Subject: Resolution 2020-17 initiating Southeast Interlocal Annexation

Contact	David Levitan, Senior Planner	Budget
Person/Department:	<u>Russ Wright, Planning and CD Director</u>	Impact: <u>None</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Resolution 2020-017, initiating annexation negotiations with Snohomish County for certain real property identified as the Southeast Interlocal Annexation through the Interlocal Coordination Act

SUMMARY/BACKGROUND: On April 28, 2020 Council discussed a proposed annexation strategy for the remainder of the Urban Growth Area (UGA). Staff provided a summary of a recent financial analysis of different areas of the UGA conducted by the FCS group, as well as an overview of a new annexation method passed by the state legislature earlier this year (ESSB 5522) and which became effective on June 11, 2020. ESSB 5522 outlines the requirements for the city to annex areas via an interlocal agreement with Snohomish County, including public notice to affected property owners and service districts and public hearings by both the City Council and Snohomish County Council (either joint or separate). The April 28 staff report included a draft schedule that would result in public hearings in November 2020, which staff will work with county staff to revise and refine.

At the conclusion of that meeting, Council instructed staff to begin the process to annex Areas 1 and 2 from the FCS report, which consist of the areas of the UGA north of 20th Street SE and west of 123rd Avenue SE. In June city consultants prepared a legal description and map for the proposed annexation area (Exhibit A of Attachment 1), which would extend to the south side of 20th Street SE and include the entirety of the lake. Annexation of this area would help fulfill the goal of creating “One Community Around the Lake”. These areas received Zoning and Comprehensive Plan land use pre-designations as part of Ordinance 1073 (the city’s annual Comprehensive Plan amendments), which the Council adopted on November 26, 2019 and which are shown in Exhibits C and D of Attachment 1.

Staff is currently developing a public outreach program for the annexation. Staff has prepared a fact sheet and summary of potential tax impacts (previously shared with Council on April 28), which will be mailed to property owners in the annexation area and made available online. Staff also intends to hold an informational public meeting to discuss the proposed annexation, most likely via an online platform such as Zoom. Pursuant to ESSB 5522, the city will be required to provide the Lake Stevens Sewer District, Snohomish County Fire District 7 and Snohomish County PUD with a 30-day period to review the proposed annexation, and they will have the option to become a party to the interlocal agreement.

All affected property owners will receive a postcard advertising the time and location of the public hearing, as well as the availability of the interlocal agreement for public review. The city will be required to advertise the public hearing in a local newspaper on a weekly basis for a period of four weeks and will also make those notices available on the city website and Facebook page.

In June, staff initiated preliminary discussions with Snohomish County Planning and Development Services (PDS) to identify important issues to include in the agreement. Before city staff moves forward with

additional discussions with the county, staff is requesting that Council adopt a resolution (Attachment 1) initiating negotiation with Snohomish County on the Southeast Interlocal Annexation. The draft resolution includes the legal description, vicinity map, and zoning and comprehensive plan map pre-designations.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: None at this time. A detailed financial analysis will be prepared as part of the interlocal agreement developed with Snohomish County.

ATTACHMENTS:

- Attachment 1: Draft Resolution 2020-017 and Exhibits

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON**

RESOLUTION 2020-17

A RESOLUTION OF THE LAKE STEVENS CITY COUNCIL TO INITIATE ANNEXATION TO THE CITY OF LAKE STEVENS CERTAIN REAL PROPERTY KNOWN AS SOUTHEAST INTERLOCAL ANNEXATION THROUGH AN INTERLOCAL AGREEMENT WITH SNOHOMISH COUNTY.

WHEREAS, the City Council wishes to initiate an annexation through the Interlocal Cooperation Act subject to an interlocal annexation agreement with Snohomish County, pursuant to a new section of the Revised Code of Washington Cities (RCW) 35A.14 created by Senate Bill 5522 that became effective on June 11, 2020, of the area identified in Exhibit A and generally shown in the site map Exhibit B, attached hereto and incorporated by this reference as if set forth in full; and

WHEREAS, the area identified in Exhibits A and B is within the City of Lake Stevens Urban Growth Area (UGA); and

WHEREAS, the City of Lake Stevens has entered into an Interlocal Agreement Between the City of Lake Stevens and Snohomish County Concerning Annexation and Urban Development within the Lake Stevens Urban Growth Area, recorded under Snohomish County Auditor's File Number 200511100706 to facilitate the orderly transition of services and responsibilities for capital projects from the County to the City at the time of annexation of unincorporated areas of the County to the City; and

WHEREAS, the purpose of interlocal agreements is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

Whereas, the annexation area is already served by Snohomish County Fire District 7, Snohomish County PUD and the Lake Stevens Sewer District and the majority of egress and ingress into the area is served by the transportation network of the City; and

WHEREAS, the City of Lake Stevens has adopted an Annexation Plan, under Resolution 2016-21, as a reasonable measure that provides an annexation strategy and which will help address the projected population deficiency, identified in the Snohomish County 2007 Buildable Lands Report, for the Lake Stevens UGA; and

WHEREAS, the City of Lake Stevens City Council has determined that the area will be liable for any of the outstanding indebtedness of the City of Lake Stevens; and

WHEREAS, as part of Ordinance 1073, the City Council established Comprehensive Plan and Zoning pre-designations for the annexation area, which are illustrated in Exhibits C and D and correspond to present Snohomish County zoning;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS AS FOLLOWS:

Section 1. That the City Council of the City of Lake Stevens is declaring its intent to initiate negotiations with Snohomish County for annexation through the Interlocal Cooperation Act subject to an interlocal agreement, pursuant to the Revised Code of Washington (RCW) 35A.14 of the area legally described in Exhibit A and shown in Exhibit B.

Section 2. All property within the territory hereby shall be assessed and taxed at the same rate and at the same basis as property within the City of Lake Stevens, including an assumption of a proportionate share of indebtedness of all City of Lake Stevens.

Section 3. The Comprehensive Plan and Zoning designations for the annexation area shall be consistent with Exhibits C and Exhibit D, upon the effective date of annexation.

PASSED by the City Council of the City of Lake Stevens this 14th day of July 2020.

Brett Gailey, Mayor

ATTEST:

Kathy Pugh, City Clerk

EXHIBIT A

A PORTION OF SEC 17, 18, 19, & 20, TWP 29 N, RGE 6 E, W.M. IN SNOHOMISH COUNTY, WA.

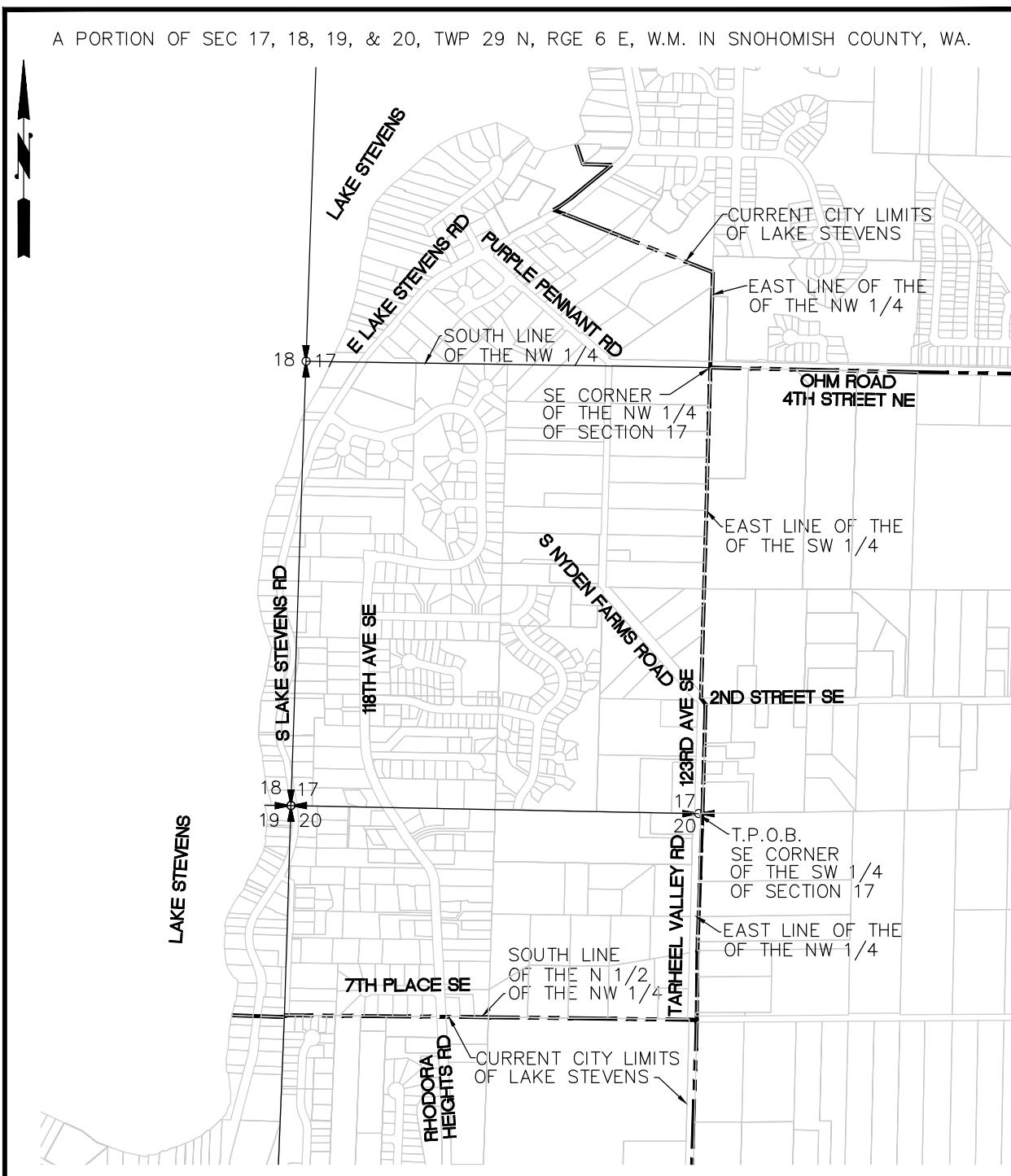


EXHIBIT "A"
CITY OF LAKE STEVENS
ANNEXATION
LEGAL DESCRIPTION



12507 Bel-Red RD., Suite 101,
Bellevue, WA 98005
www.chsengineers.com
Ph: 425-637-3693

Scale
1"=1000'

Drawn by JPC Project # 372004

Sheet
1 / 1

Checked by RL Date 06-22-20

A PORTION OF SEC 19, 20, 29 & 30 TWP 29 N, RGE 6 E, W.M. IN SNOHOMISH COUNTY, WA.

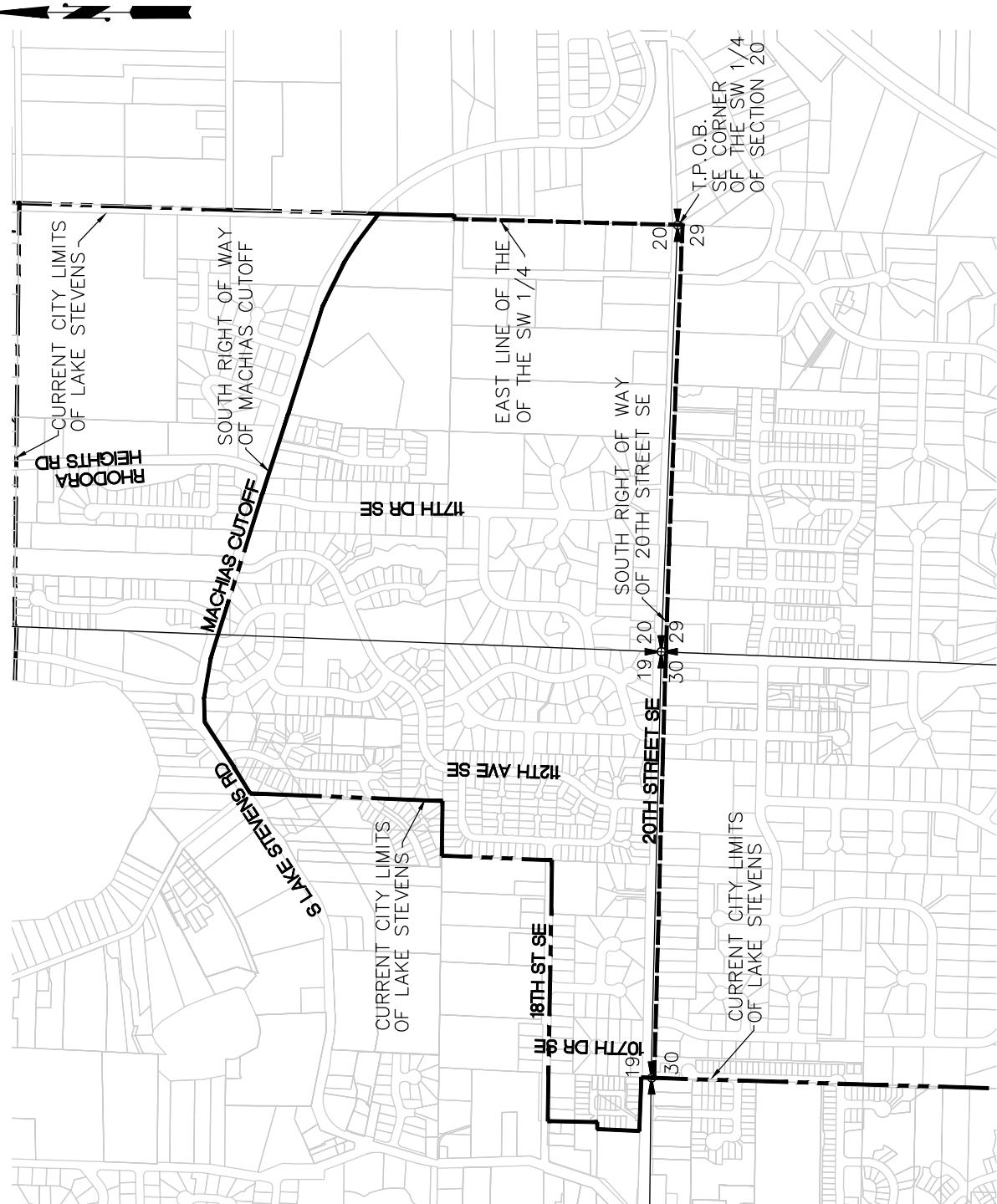


EXHIBIT "A"
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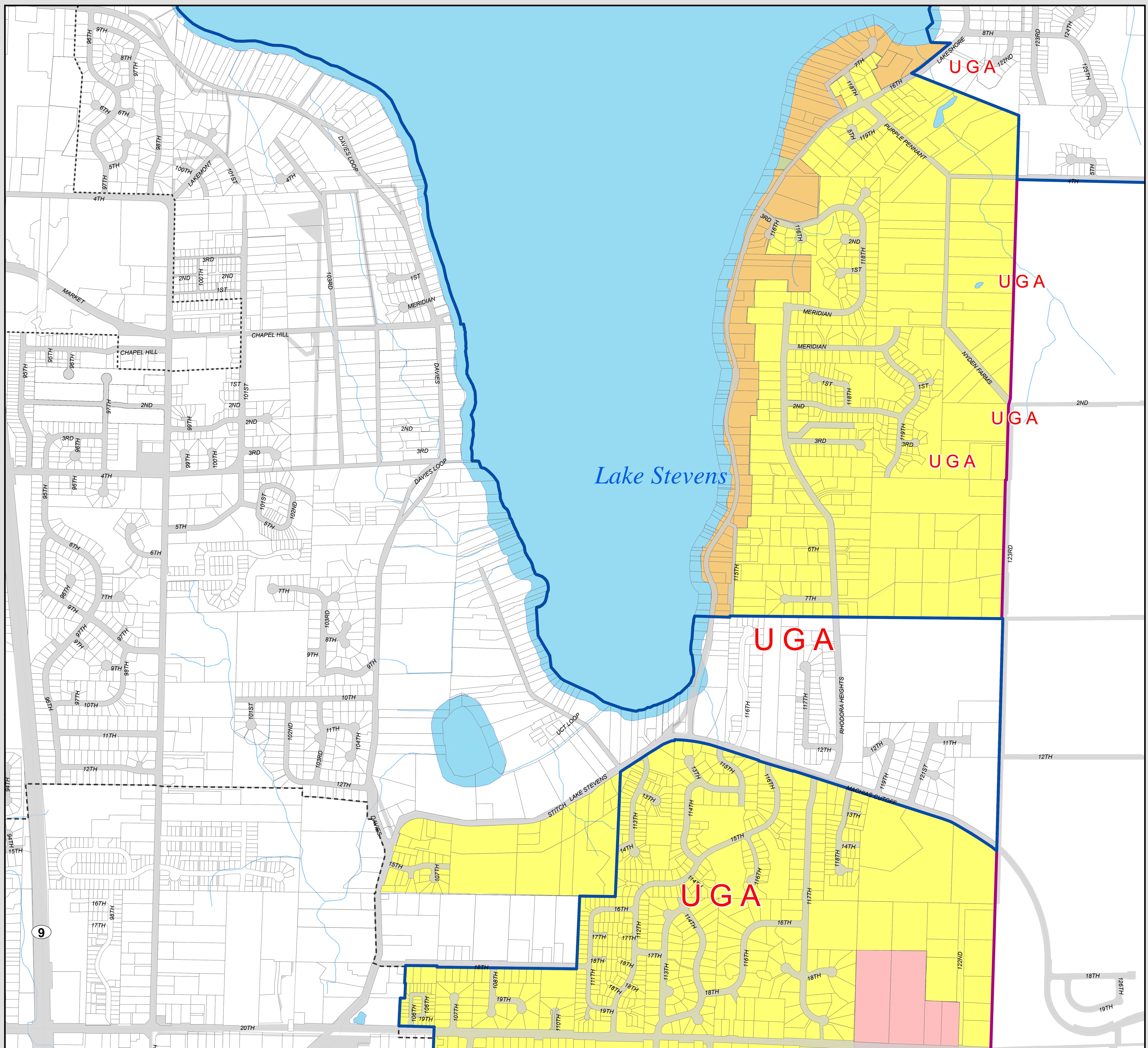
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CITY OF
LAKE STEVENS
UGA DESIGNATIONS - ZONING

EXHIBIT C



**Zoning Designations
After Annexation**

R4 (formerly SR)	Multi-Family Residential (MFR)
R6 (formerly UR)	MF Development Agreement (MFDA)
R8-12 (formerly HUR)	Mixed Use (MU)
Waterfront Residential (WR)	Mixed-Use Neighborhood (MUN)
Local Business (LB)	Neighborhood Business (NB)
	Central Business District (CBD)
	Commercial District (CD)
	Planned Business District (PBD)
	Business District (BD)
	Light Industrial (LI)
	General Industrial (GI)
	GI Development Agreement (GIDA)
	Public / Semi-Public (P/PS)

Boundary

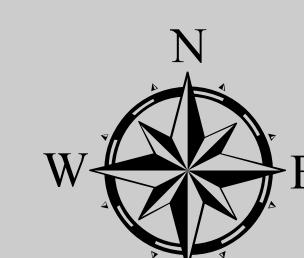
City of Lake Stevens	Parcels
Unincorporated UGA	

Subarea Boundaries

20th Street SE Corridor
Lake Stevens Center
Downtown

Features

Waterbody
Stream



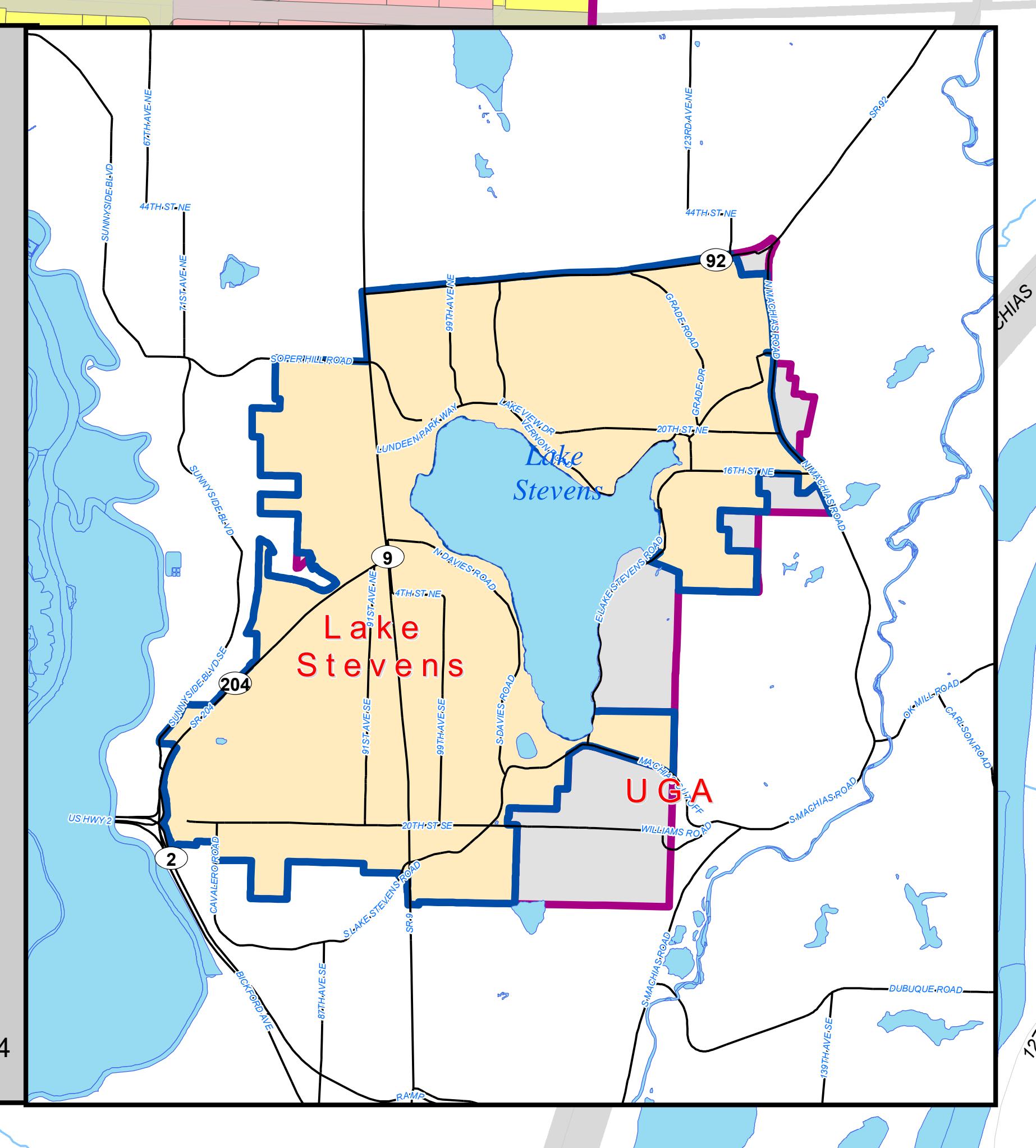
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Updated via:
Ordinance No. 1074

All data, information and maps are provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The city of Lake Stevens makes no warranties, expressed or implied as to the use of the information obtained here. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts all limitations, including the fact that the data, information and maps are dynamic and in a constant state of maintenance, correction and update.

Data Sources: Snohomish County (2019), City of Lake Stevens (2019)

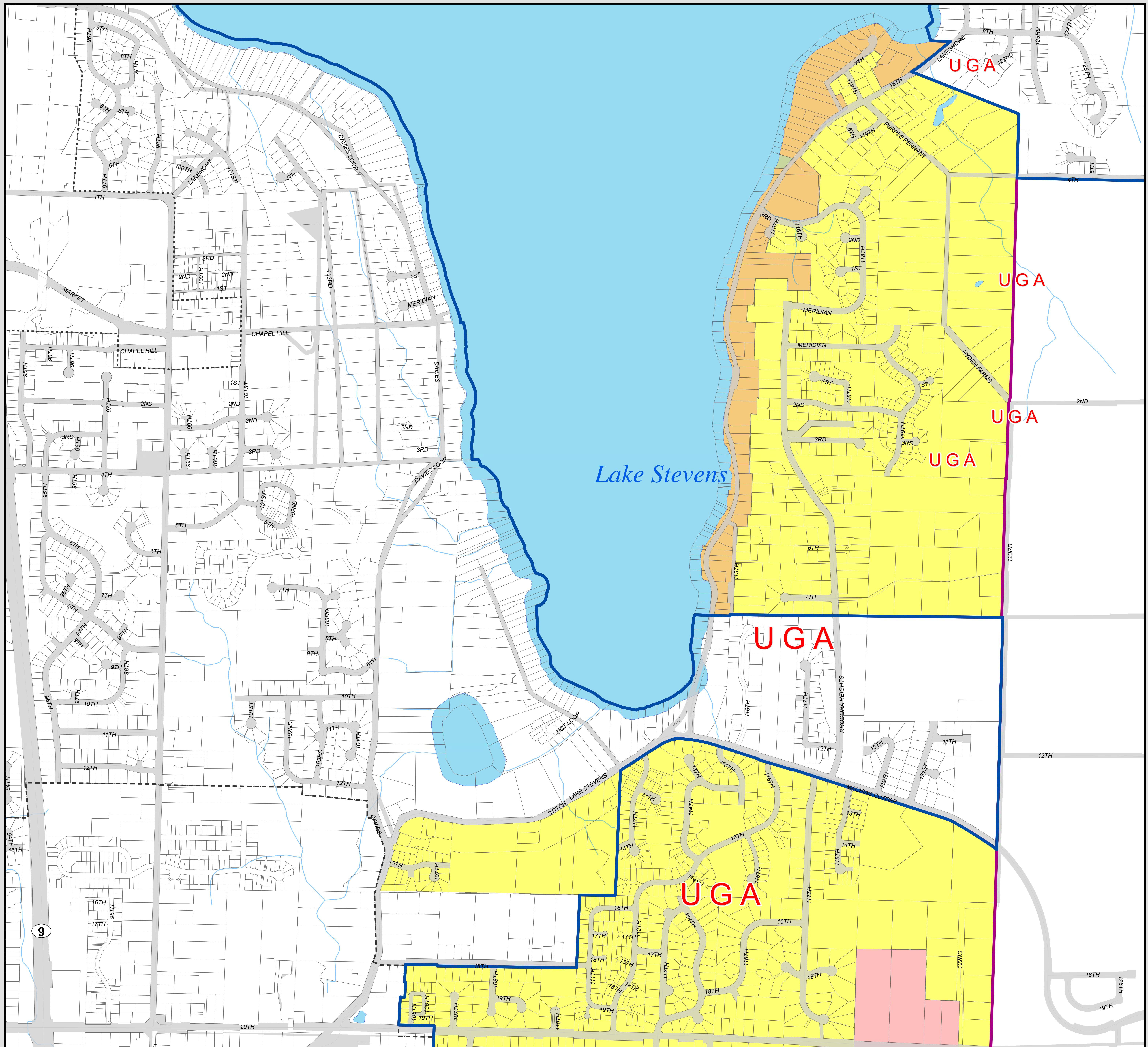
Revision Date: December 2019





CITY OF
LAKE STEVENS
UGA DESIGNATIONS - ZONING

EXHIBIT D



**Zoning Designations
After Annexation**

R4 (formerly SR)	Multi-Family Residential (MFR)
R6 (formerly UR)	MF Development Agreement (MFDA)
R8-12 (formerly HUR)	Mixed Use (MU)
Waterfront Residential (WR)	Mixed-Use Neighborhood (MUN)
	Local Business (LB)

Neighborhood Business (NB)	Business District (BD)
Central Business District (CBD)	Light Industrial (LI)
Commercial District (CD)	General Industrial (GI)
Planned Business District (PBD)	GI Development Agreement (GIDA)
	Public / Semi-Public (P/PS)

Boundary

City of Lake Stevens
Unincorporated UGA

Parcels

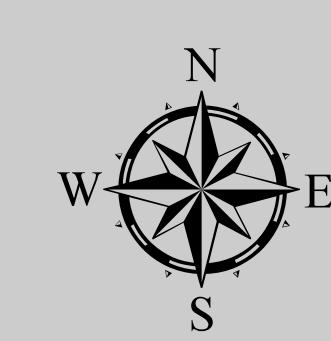
Right-of-Way

Subarea Boundaries

20th Street SE Corridor
Lake Stevens Center
Downtown

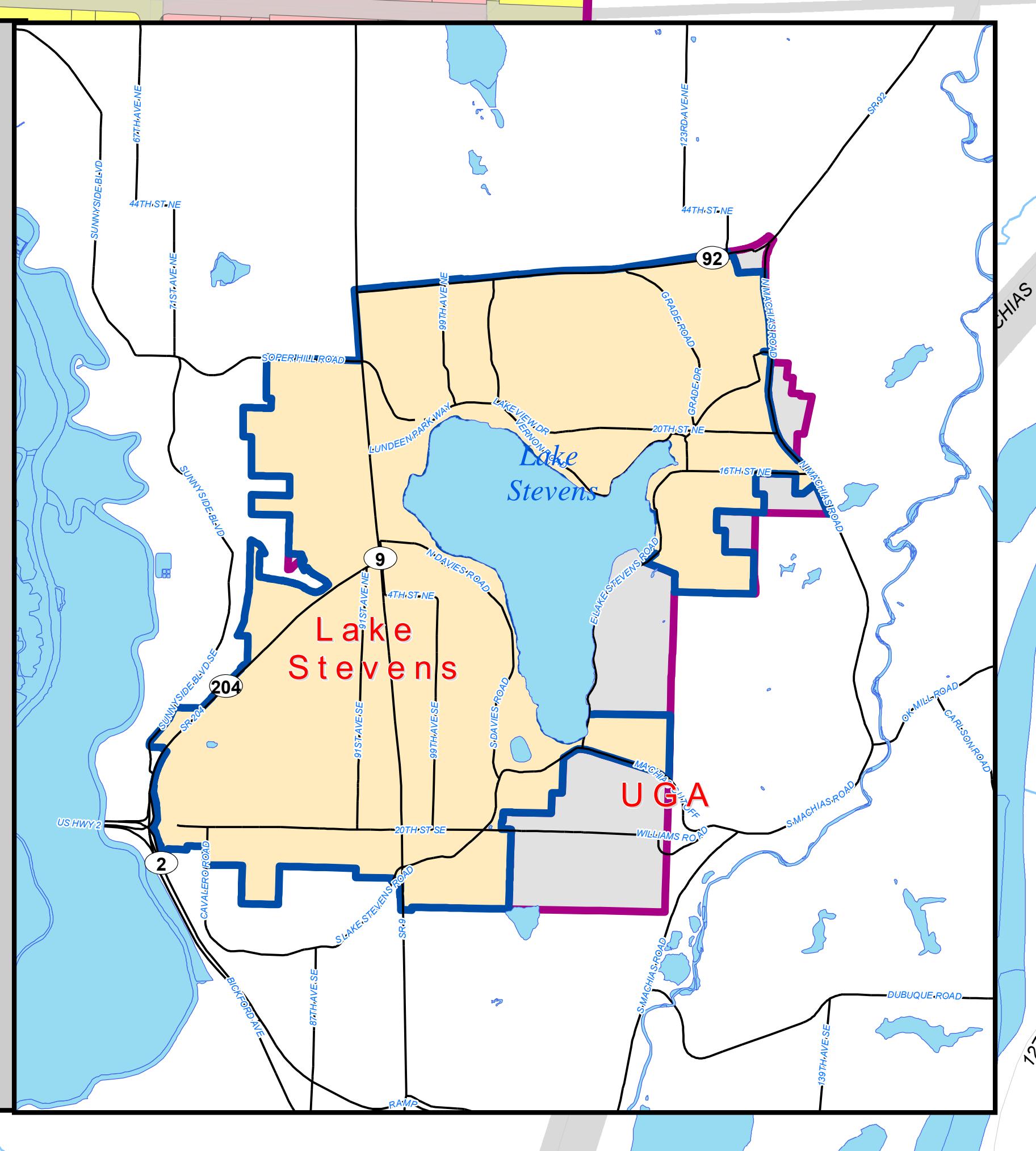
Features

Waterbody
Stream



0 100 200 400 Feet

Updated via:
Ordinance No. 1074



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Data Sources: Snohomish County (2019), City of Lake Stevens (2019)

Revision Date: December 2019



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: July 14, 2020

Subject: Project #18021 – US2 Trestle HOV/Transit Trestle Jump Project

Contact	Eric Durpos- PW Director	Budget	\$1,340,232
Person/Department:	Grace Kane – City Engineer	Impact:	Incl. contingency

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Award project #18021: US2 Trestle HOV/Transit Trestle Jump Project to SRV Construction Inc. and approve Public Works Contract with SRV Construction, Inc. in the amount of \$1,116,860.00 with an authorized administrative contingency of \$223,372.00 (20%) for a total amount of \$1,340,232.00.

SUMMARY/BACKGROUND:

The project area starts approximately 1,000 feet east of the US2 Trestle East Interchange and extends to the west end of the 5-lane widening project (near 91st Avenue SE). The existing 20th Street SE roadway includes two travel lanes and paved shoulders with curb and gutter located along sections of the project corridor. The proposed project improvements would widen pavement, construct sidewalks whenever there is sufficient ROW, provide transit pull-outs, enclose storm drainage facilities, enhance traffic signal controls, install signage and channelization, upgrade ADA ramps, install new street lighting and relocate impacted overhead utilities along the north (westbound) side of 20th Street SE.

The city issued a Request for Bid on June 4, 2020, and opened bids on June 30, 2020. Eight (8) responsive bids were received, with the lowest responsive bid coming from SRV Construction, Inc. from Anacortes at \$1,116,860.00 and the highest responsive bid from Granite Construction at \$1,479,656.41. The engineer's estimate for this project was \$1,200,000 to \$2,200,000.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$1,340.232 including \$223,372 (20%) administrative contingency is within the approved 2020 Budget. The city was awarded a 1.8-million-dollar Regional Mobility grant for the project. The required match is 20%.

ATTACHMENTS:

- Exhibit A: Public Works Contract
- Exhibit B: Bid Summary Table

EXHIBIT A

PUBLIC WORKS CONTRACT

This Contract is made and entered into in duplicate this ____ day of _____, 2020 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:

1. Scope of Work.

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

18021 – US2 Trestle HOV/Transit Trestle Jump Project

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. Addenda 1 & 2

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.

2. 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 **100** 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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 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.

8. 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.

9. 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.

10. 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.

11. Contract Administration and Notices.

This Contract shall be administered for the City by Grace Kane, Project Manager, 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: Krysta Verbarendse
Post Office Box 507
Anacortes, WA 98221
Telephone: 360.675.7100
krysta@srvconstruction.com

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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. **Debarment and Uniform Guidance.** If this contract involves the use, in whole or in part, of federal award(s), the Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its

subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately. Additionally, if this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(K) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition) are hereby incorporated, as applicable, as if fully set forth herein. See attached Exhibit ___, 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: _____
Brett Gailey, Mayor

By: _____
Printed Name & Title

Attest:

Kathy Pugh, City Clerk

Approved as to Form:

Greg Rubstello, City Attorney

Bidders bid tab breakdown

Project Title	US2 Trestle HOV/Transit Trestle Congestion Jump			signifies correction to math errors													
Bid Opening	6/30/2020																
				100	WORKING DAYS	Low Bidder											
BASE BID						Engineering Estimate		SRV Construction Inc.		Kamins Construction		Marshbank Construction		Trinity Contractors		Rodarte Construction	
#	Item	SPECS	Est Qty	Unit		Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total
63	TRAFFIC SIGNAL SYSTEM MODIFICATION, 75TH AVE SE/CAVALERO	8-20	1	LS		\$ 57,350.00	\$ 57,350.00	\$ 58,100.00	\$ 58,100.00	\$ 58,000.00	\$ 58,000.00	\$ 54,500.00	\$ 54,500.00	\$ 57,000.00	\$ 57,000.00	\$ 75,000.00	\$ 75,000.00
64	TRAFFIC SIGNAL SYSTEM MODIFICATION, 79TH AVE SE	8-20	1	LS		\$ 28,600.00	\$ 28,600.00	\$ 36,300.00	\$ 36,300.00	\$ 36,000.00	\$ 36,000.00	\$ 34,100.00	\$ 34,100.00	\$ 37,000.00	\$ 37,000.00	\$ 40,000.00	\$ 40,000.00
65	TRAFFIC SIGNAL SYSTEM MODIFICATION, 83RD AVE SE	8-20	1	LS		\$ 6,600.00	\$ 6,600.00	\$ 20,250.00	\$ 20,250.00	\$ 20,000.00	\$ 20,000.00	\$ 19,000.00	\$ 19,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00
66	ITS	8-21	1	LS		\$ 80,300.00	\$ 80,300.00	\$ 108,400.00	\$ 108,400.00	\$ 123,000.00	\$ 123,000.00	\$ 102,000.00	\$ 102,000.00	\$ 114,000.00	\$ 114,000.00	\$ 133,500.00	\$ 133,500.00
67	PERMANENT SIGNING	8-21	1	LS		\$ 22,450.00	\$ 22,450.00	\$ 21,650.00	\$ 21,650.00	\$ 24,200.00	\$ 24,200.00	\$ 25,000.00	\$ 25,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00
68	REMOVING AND RESETTING SIGN	8-22	8	EACH		\$ 300.00	\$ 2,400.00	\$ 400.00	\$ 3,200.00	\$ 302.50	\$ 2,420.00	\$ 550.00	\$ 4,400.00	\$ 150.00	\$ 1,200.00	\$ 450.00	\$ 3,600.00
69	PLASTIC LINE	8-22	9,000	LF		\$ 1.00	\$ 9,000.00	\$ 1.85	\$ 16,650.00	\$ 1.82	\$ 16,380.00	\$ 2.00	\$ 18,000.00	\$ 2.50	\$ 22,500.00	\$ 1.80	\$ 16,200.00
70	PLASTIC WIDE LANE LINE	8-22	5,570	LF		\$ 2.00	\$ 11,140.00	\$ 3.15	\$ 17,545.50	\$ 3.08	\$ 17,155.60	\$ 3.00	\$ 16,710.00	\$ 6.00	\$ 33,420.00	\$ 3.25	\$ 18,102.50
71	PLASTIC CROSSWALK LINE	8-22	380	SF		\$ 8.00	\$ 3,040.00	\$ 11.20	\$ 4,256.00	\$ 11.00	\$ 4,180.00	\$ 11.00	\$ 4,180.00	\$ 9.50	\$ 3,610.00	\$ 11.50	\$ 4,370.00
72	PLASTIC STOP LINE	8-22	210	LF		\$ 21.00	\$ 4,410.00	\$ 17.00	\$ 3,570.00	\$ 16.50	\$ 3,465.00	\$ 16.00	\$ 3,360.00	\$ 11.00	\$ 2,310.00	\$ 17.50	\$ 3,675.00
73	PLASTIC TRAFFIC ARROW	8-22	29	EACH		\$ 250.00	\$ 7,250.00	\$ 175.00	\$ 5,075.00	\$ 170.50	\$ 4,944.50	\$ 165.00	\$ 4,785.00	\$ 175.00	\$ 5,075.00	\$ 180.00	\$ 5,220.00
74	PLASTIC HOV LANE SYMBOL	8-22	17	EACH		\$ 250.00	\$ 4,250.00	\$ 252.00	\$ 4,284.00	\$ 247.50	\$ 4,207.50	\$ 240.00	\$ 4,080.00	\$ 175.00	\$ 2,975.00	\$ 250.00	\$ 4,250.00
75	PLASTIC CROSSHATCH MARKING	8-22	120	LF		\$ 1.00	\$ 120.00	\$ 11.20	\$ 1,344.00	\$ 11.00	\$ 1,320.00	\$ 12.00	\$ 1,440.00	\$ 6.25	\$ 750.00	\$ 11.75	\$ 1,410.00
76	REMOVING PLASTIC TRAFFIC MARKING	8-22	12	EACH		\$ 200.00	\$ 2,400.00	\$ 85.00	\$ 1,020.00	\$ 82.50	\$ 990.00	\$ 80.00	\$ 960.00	\$ 100.00	\$ 1,200.00	\$ 85.00	\$ 1,020.00
77	REMOVING PLASTIC CROSSWALK LINE	8-22	320	SF		\$ 12.00	\$ 3,840.00	\$ 6.00	\$ 1,920.00	\$ 5.50	\$ 1,760.00	\$ 6.00	\$ 1,920.00	\$ 4.50	\$ 1,440.00	\$ 5.50	\$ 1,760.00
78	REMOVING RAISED PAVEMENT MARKER	8-22	6	HUND		\$ 200.00	\$ 1,200.00	\$ 400.00	\$ 2,400.00	\$ 385.00	\$ 2,310.00	\$ 400.00	\$ 2,400.00	\$ 90.00	\$ 540.00	\$ 400.00	\$ 2,400.00
79	REMOVING PAINT LINE	8-30	10,200	LF		\$ 1.00	\$ 10,200.00	\$ 0.85	\$ 8,670.00	\$ 0.83	\$ 8,466.00	\$ 1.00	\$ 10,200.00	\$ 1.25	\$ 12,750.00	\$ 0.80	\$ 8,160.00
80	REMOVING PLASTIC LINE	8-32	1,020	LF		\$ 1.00	\$ 1,020.00	\$ 3.00	\$ 3,060.00	\$ 2.75	\$ 2,805.00	\$ 3.00	\$ 3,060.00	\$ 1.25	\$ 1,275.00	\$ 2.75	\$ 2,805.00
81	BIORETENTION SWALE	1		LS		\$ 21,000.00	\$ 21,000.00	\$ 35,700.00	\$ 35,700.00	\$ 11,974.60	\$ 11,974.60	\$ 12,000.00	\$ 12,000.00	\$ 75,000.00	\$ 75,000.00	\$ 20,000.00	\$ 20,000.00
82	RESOLVED UNANTICIPATED CONFLICTS		1	FA		\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Sub-total						\$ 1,503,305.00		\$ 1,116,860.00		\$ 1,261,293.99		\$ 1,264,413.00		\$ 1,301,927.00		\$ 1,311,129.00	

Bidders bid tab breakdown

Project #	18021																	
Project Title	US2 Trestle HOV/Transit Trestle Congestion																	
Bid Opening	6/30/2020																	
BASE BID			Thomco Construction Inc.		Santana Trucking & Ex. Inc.		Granite Construction											
#	Item	SPECS	Est Qty	Unit	Unit \$	Total	Unit \$	Total	Unit \$	Total								
1	ROADWAY SURVEYING	1-05	1	LS	\$ 23,000.00	\$ 23,000.00	\$ 14,000.00	\$ 14,000.00	\$ 0.01	\$ 0.01								
2	RECORD DRAWINGS - (MIN BID \$5,000)	1-05	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00								
3	LICENSED SURVEYING	1-05	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00								
4	ADA FEATURES SURVEYING	1-05	1	LS	\$ 5,815.00	\$ 5,815.00	\$ 2,700.00	\$ 2,700.00	\$ 2,825.00	\$ 2,825.00								
5	POTHOLING	43837	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00								
6	MOBILIZATION	1-09	1	LS	\$ 135,810.00	\$ 135,810.00	\$ 202,269.00	\$ 202,269.00	\$ 75,000.00	\$ 75,000.00								
7	TRAFFIC CONTROL SUPERVISOR	1-10	1	LS	\$ 13,500.00	\$ 13,500.00	\$ 17,000.00	\$ 17,000.00	\$ 80,000.00	\$ 80,000.00								
8	FLAGGERS	1-10	1,920	HOUR	\$ 61.00	\$ 117,120.00	\$ 65.00	\$ 124,800.00	\$ 60.00	\$ 115,200.00								
9	UNIFORM POLICE OFFICER	1-10	320	HOUR	\$ 99.00	\$ 31,680.00	\$ 120.00	\$ 38,400.00	\$ 125.00	\$ 40,000.00								
10	CONSTRUCTION SIGNS CLASS A	1-10	175	SF	\$ 15.00	\$ 2,625.00	\$ 40.00	\$ 7,000.00	\$ 38.50	\$ 6,737.50								
11	PORTABLE CHANGEABLE MESSAGE SIGN	1-10	480	HOUR	\$ 12.00	\$ 5,760.00	\$ 6.00	\$ 2,880.00	\$ 11.00	\$ 5,280.00								
12	OTHER TEMPORARY TRAFFIC CONTROL	1-10	1	LS	\$ 9,405.00	\$ 9,405.00	\$ 2,500.00	\$ 2,500.00	\$ 25,000.00	\$ 25,000.00								
13	PEDESTRIAN TRAFFIC CONTROL	1-10	1	LS	\$ 14,065.00	\$ 14,065.00	\$ 2,500.00	\$ 2,500.00	\$ 20,000.00	\$ 20,000.00								
14	CLEARING AND GRUBBING	2-01	0.6	ACRE	\$ 23,024.00	\$ 13,814.40	\$ 55,000.00	\$ 33,000.00	\$ 51,000.00	\$ 30,600.00								
15	REMOVING DRAINAGE STRUCTURE	2-02	1	EA	\$ 1,550.00	\$ 1,550.00	\$ 230.00	\$ 230.00	\$ 1,500.00	\$ 1,500.00								
16	REMOVING PIPE	2-02	295	LF	\$ 10.35	\$ 3,053.25	\$ 10.00	\$ 2,950.00	\$ 10.00	\$ 2,950.00								
17	REMOVING CEMENT CONC. CURB AND GUTTER	2-02	229	LF	\$ 9.70	\$ 2,221.30	\$ 6.00	\$ 1,374.00	\$ 10.50	\$ 2,404.50								
18	REMOVING CURB	2-02	425	LF	\$ 8.75	\$ 3,718.75	\$ 6.00	\$ 2,550.00	\$ 9.25	\$ 3,931.25								
19	REMOVING ASPHALT CONC. PAVEMENT	2-02	1,433	SY	\$ 5.85	\$ 8,383.05	\$ 15.00	\$ 21,495.00	\$ 18.00	\$ 25,794.00								
20	REMOVING CEMENT CONC. SIDEWALK	2-02	86	SY	\$ 15.25	\$ 1,311.50	\$ 14.00	\$ 1,204.00	\$ 22.10	\$ 1,900.60								
21	UNFORESEEN PRIVATE PROPERTY INTERFACE ISSUES	2-03	1	FA	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00								
22	ROADWAY EXCAVATION INCL. HAUL	2-03	885	CY	\$ 57.50	\$ 50,887.50	\$ 43.00	\$ 38,055.00	\$ 93.50	\$ 82,747.50								
23	GRAVEL BORROW INCL. HAUL	2-09	35	TON	\$ 50.00	\$ 1,750.00	\$ 28.00	\$ 980.00	\$ 82.00	\$ 2,870.00								
24	STRUCTURE EXCAVATION CLASS B INCL. HAUL	2-09	800	CY	\$ 37.00	\$ 29,600.00	\$ 56.00	\$ 44,800.00	\$ 0.01	\$ 8.00								
25	SHORING OR EXTRA EXCAVATION CL. B	4-04	4,700	SF	\$ 1.25	\$ 5,875.00	\$ 1.00	\$ 4,700.00	\$ 0.01	\$ 47.00								
26	CRUSHED SURFACING BASE COURSE	5-04	1,094	TON	\$ 35.00	\$ 38,290.00	\$ 35.00	\$ 38,290.00	\$ 66.00	\$ 72,204.00								
27	HMA CL. 1/2 IN. PG 64-22	5-04	1,207	TON	\$ 103.00	\$ 124,321.00	\$ 99.00	\$ 119,493.00	\$ 126.50	\$ 152,685.50								
28	ASPHALT COST PRICE ADJUSTMENT	5-04	1	CALC	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00								
29	HMA THICKENED EDGE	7-02	140	LF	\$ 7.00	\$ 980.00	\$ 11.00	\$ 1,540.00	\$ 0.01	\$ 1.40								
30	SCHEDULE A CULV. PIPE 12 IN. DIAM	7-02	125	LF	\$ 61.00	\$ 7,625.00	\$ 54.00	\$ 6,750.00	\$ 57.25	\$ 7,156.25								
31	SOLID WALL PVC STORM SEWER PIPE 8 IN. DIAM	7-04	11	LF	\$ 121.00	\$ 1,331.00	\$ 60.00	\$ 660.00	\$ 167.50	\$ 1,842.50								
32	SOLID WALL PVC STORM SEWER PIPE 12 IN. DIAM	7-04	516	LF	\$ 68.00	\$ 35,088.00	\$ 75.00	\$ 38,700.00	\$ 59.00	\$ 30,444.00								
33	CLASS IV REINF. CONC. STORM SEWER PIPE 24 IN. DIAM	7-04	53	LF	\$ 231.00	\$ 12,243.00	\$ 280.00	\$ 14,840.00	\$ 272.00	\$ 14,416.00								
34	TESTING STORM SEWER PIPE	7-05	720	LF	\$ 3.00	\$ 2,160.00	\$ 4.00	\$ 2,880.00	\$ 3.70	\$ 2,664.00								
35	CATCH BASIN TYPE 1	7-05	10	EA	\$ 2,019.00	\$ 20,190.00	\$ 1,700.00	\$ 17,000.00	\$ 2,630.00	\$ 26,300.00								
36	CATCH BASIN TYPE 2 48 IN. DIAM.	7-05	2	EA	\$ 3,824.00	\$ 7,648.00	\$ 2,900.00	\$ 5,800.00	\$ 5,785.00	\$ 11,570.00								
37	INSTALL SOLID LID	7-05	2	EA	\$ 635.00	\$ 1,270.00	\$ 640.00	\$ 1,280.00	\$ 300.00	\$ 600.00								
38	INSTALL SQUARE BEEHIVE DRAINAGE GRATE	7-05	2	EA	\$ 786.00	\$ 1,572.00	\$ 580.00	\$ 1,160.00	\$ 395.00	\$ 790.00								
39	CONNECTION TO DRAINAGE STRUCTURE	7-05	2	EA	\$ 1,438.00	\$ 2,876.00	\$ 750.00	\$ 1,500.00	\$ 2,890.00	\$ 5,780.00								
40	ADJUST CATCH BASIN	7-08	4	EA	\$ 432.00	\$ 1,728.00	\$ 450.00	\$ 1,800.00	\$ 900.00	\$ 3,600.00								
41	CONNECT TO EXISTING STORM DRAIN PIPE	7-08	2	EA	\$ 954.00	\$ 1,908.00	\$ 750.00	\$ 1,500.00	\$ 2,325.00	\$ 4,650.00								
42	BANK RUN GRAVEL FOR TRENCH BACKFILL	8-01	355	CY	\$ 48.30	\$ 17,146.50	\$ 65.00	\$ 23,075.00	\$ 82.30	\$ 29,216.50								
43	EROSION CONTROL AND WATER POLLUTION PREVENTION	8-01	1	LS	\$ 43,900.00	\$ 43,900.00	\$ 20,000.00	\$ 20,000.00	\$ 61,000.00	\$ 61,000.00								
44	CSVPPP AND TESC PLANS	8-01	1	LS	\$ 5,820.00	\$ 5,820.00	\$ 20,000.00	\$ 20,000.00	\$ 500.00	\$ 500.00								
45	INLET PROTECTION	8-01	20	EACH	\$ 58.00	\$ 1,160.00	\$ 60.00	\$ 1,200.00	\$ 98.00	\$ 1,960.00								
46	HIGH VISIBILITY SILT FENCE	8-02	1,360	LF	\$ 6.50	\$ 8,840.00	\$ 5.50	\$ 7,480.00	\$ 9.45	\$ 12,852.00								
47	SEEDING AND FERTILIZING BY HAND	8-02	450	SY	\$ 3.00	\$ 1,350.00	\$ 3.00	\$ 1,350.00	\$ 3.65	\$ 1,642.50								
48	TOPSOIL TYPE A	8-02	450	SY	\$ 40.00	\$ 18,000.00	\$ 9.00	\$ 4,050.00	\$ 9.70	\$ 4,365.00								
49	BARK OR WOOD CHIP MULCH	8-02	599	SY	\$ 40.00	\$ 23,960.00	\$ 10.00	\$ 5,990.00	\$ 11.50	\$ 6,888.50								
50	PSIPE - STEWARTIA PSUEDOCAMELLIA	8-02	2	EACH	\$ 600.00	\$ 1,200.00	\$ 670.00	\$ 1,340.00	\$ 725.00	\$ 1,450.00								
51	PSIPE - MALUS 'LANCILELOT'	8-02	2	EACH	\$ 725.00	\$ 1,450.00	\$ 770.00	\$ 1,540.00	\$ 850.00	\$ 1,700.00								
52	PSIPE - AMELANCHIER GRANDIFLORA 'AUTUMN BRILLIANCE'	8-02	1	EACH	\$ 1,000.00	\$ 1,000.00	\$ 385.00	\$ 385.00	\$ 425.00	\$ 425.00								
53	TREE FRAME AND GRATE	8-04	5	EACH	\$ 1,200.00	\$ 6,000.00	\$ 750.00	\$ 3,750.00	\$ 1,130.65	\$ 5,6								

Bidders bid tab breakdown

Project Title		US2 Trestle HOV/Transit Trestle Congest									
Bid Opening		6/30/2020									
BASE BID											
#	Item	SPECS	Est Qty	Unit	Unit \$	Total	Unit \$	Total	Unit \$	Total	
63	TRAFFIC SIGNAL SYSTEM MODIFICATION, 75TH AVE SE/CAVALERO	8-20	1	LS	\$ 72,192.00	\$ 72,192.00	\$ 57,056.00	\$ 57,056.00	\$ 58,600.00	\$ 58,600.00	
64	TRAFFIC SIGNAL SYSTEM MODIFICATION, 79TH AVE SE	8-20	1	LS	\$ 37,682.00	\$ 37,682.00	\$ 35,700.00	\$ 35,700.00	\$ 36,600.00	\$ 36,600.00	
65	TRAFFIC SIGNAL SYSTEM MODIFICATION, 83RD AVE SE	8-20	1	LS	\$ 21,013.00	\$ 21,013.00	\$ 20,000.00	\$ 20,000.00	\$ 20,400.00	\$ 20,400.00	
66	ITS	8-21	1	LS	\$ 124,400.00	\$ 124,400.00	\$ 120,000.00	\$ 120,000.00	\$ 109,500.00	\$ 109,500.00	
67	PERMANENT SIGNING	8-21	1	LS	\$ 24,713.00	\$ 24,713.00	\$ 23,394.00	\$ 23,394.00	\$ 18,000.00	\$ 18,000.00	
68	REMOVING AND RESETTING SIGN	8-22	8	EACH	\$ 51.00	\$ 408.00	\$ 400.00	\$ 3,200.00	\$ 770.00	\$ 6,160.00	
69	PLASTIC LINE	8-22	9,000	LF	\$ 2.00	\$ 18,000.00	\$ 1.75	\$ 15,750.00	\$ 1.85	\$ 16,650.00	
70	PLASTIC WIDE LANE LINE	8-22	5,570	LF	\$ 3.25	\$ 18,102.50	\$ 3.10	\$ 17,267.00	\$ 3.00	\$ 16,710.00	
71	PLASTIC CROSSWALK LINE	8-22	380	SF	\$ 11.70	\$ 4,446.00	\$ 11.00	\$ 4,180.00	\$ 11.25	\$ 4,275.00	
72	PLASTIC STOP LINE	8-22	210	LF	\$ 17.45	\$ 3,664.50	\$ 16.50	\$ 3,465.00	\$ 17.00	\$ 3,570.00	
73	PLASTIC TRAFFIC ARROW	8-22	29	EACH	\$ 181.00	\$ 5,249.00	\$ 170.00	\$ 4,930.00	\$ 175.00	\$ 5,075.00	
74	PLASTIC HOV LANE SYMBOL	8-22	17	EACH	\$ 262.00	\$ 4,454.00	\$ 248.00	\$ 4,216.00	\$ 255.00	\$ 4,335.00	
75	PLASTIC CROSSHATCH MARKING	8-22	120	LF	\$ 11.75	\$ 1,410.00	\$ 11.00	\$ 1,320.00	\$ 11.50	\$ 1,380.00	
76	REMOVING PLASTIC TRAFFIC MARKING	8-22	12	EACH	\$ 88.00	\$ 1,056.00	\$ 82.50	\$ 990.00	\$ 85.00	\$ 1,020.00	
77	REMOVING PLASTIC CROSSWALK LINE	8-22	320	SF	\$ 6.00	\$ 1,920.00	\$ 5.50	\$ 1,760.00	\$ 5.75	\$ 1,840.00	
78	REMOVING RAISED PAVEMENT MARKER	8-22	6	HUND	\$ 407.00	\$ 2,442.00	\$ 385.00	\$ 2,310.00	\$ 395.00	\$ 2,370.00	
79	REMOVING PAINT LINE	8-30	10,200	LF	\$ 1.00	\$ 10,200.00	\$ 0.83	\$ 8,466.00	\$ 0.85	\$ 8,670.00	
80	REMOVING PLASTIC LINE	8-32	1,020	LF	\$ 3.00	\$ 3,060.00	\$ 2.75	\$ 2,805.00	\$ 2.85	\$ 2,907.00	
81	BIORETENTION SWALE	1		LS	\$ 21,605.00	\$ 21,605.00	\$ 16,100.00	\$ 16,100.00	\$ 33,500.00	\$ 33,500.00	
82	RESOLVED UNANTICIPATED CONFLICTS		1	FA	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
Sub-total						\$ 1,397,401.60			\$ 1,433,975.00		
									\$ 1,479,656.41		



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date:

July 14, 2020

Subject: BAT Lane Construction Management

Contact	Eric Durpos (Public Works Director)	Budget	
Person/Department:	<u>Grace Kane (City Engineer)</u>	Impact:	<u>\$294,554.04</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to sign a supplemental agreement with HDR for Construction Management of the BAT/HOV project on 20th Street SE in the amount of \$294,554.04 with a management reserve of 10% for a total allowable expense of \$324,009.44

SUMMARY/BACKGROUND:

The BAT/HOV project is funded with a Regional Mobility Grant at approximately \$83.5%. The City's inhouse project inspector, and City Engineer are currently booked working on other projects. To meet stringent WSDOT requirements it is necessary to subcontract out this work. HDR performed the design for this project so it makes rational and fiscal sense to supplement their existing contract to include this work.

APPLICABLE CITY POLICIES: Consistent with the 20th Street Sub Area Plan, as well as the 6-Year Transportation Improvement Plan.

BUDGET IMPACT: \$294,554.04 Base cost with a 10 % Administrative contingency for a total allowable expense of \$324,009.44

ATTACHMENTS:

- Supplement #1



**Washington State
Department of Transportation**

Supplemental Agreement Number _____	Organization and Address	
Original Agreement Number	Phone:	
Project Number	Execution Date	Completion Date
Project Title	New Maximum Amount Payable	
Description of Work		

The Local Agency of _____
desires to supplement the agreement entered in to with _____
and executed on _____ Agreement No. _____

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days
for completion of the work to read: _____

III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate

By: _____ By: _____


Consultant Signature

Approving Authority Signature

_____ Date

20th Street SE BAT Lane Widening Project

(US 2 to 80th Avenue SE)

SUPPLEMENTAL AGREEMENT NO.1

Scope of Services for Construction Phase Services

July 2020

City of Lake Stevens

Prepared by:



HDR
2707 Colby Avenue, Suite 715
Everett, WA 98201-3565

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INTRODUCTION

During the term of this PROFESSIONAL SERVICES AGREEMENT (AGREEMENT), HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Lake Stevens (CITY) in connection with the following project: **20th Street SE BAT Lane Widening Project (US 2 to 80th Avenue SE) (PROJECT)**.

This Supplemental Agreement No. 1 authorizes additional work necessary for providing engineering services during the construction of the PROJECT, **20th Street SE BAT Lane Widening Project (US 2 to 80th Avenue SE) (PROJECT)**, as requested by the CITY and described generally as:

- Attending site and regular Contractor meetings;
- Responding to Contractor requests for information;
- Providing plan clarifications and responding to constructability issues;
- Reviewing shop drawings and material submittals, as requested;
- Providing full-time construction inspection;
- Providing on-call construction manager / project engineer consultation on construction issues; and
- Provide project walk-through and acceptance, and project close-out assistance, as may be requested by the CITY.

Background Information

The Project Design Phase was completed on May 26, 2020 with the delivery of construction documents to the CITY for use in advertising and receiving construction bids, for the PROJECT. The Bidding Phase commenced on June 8, 2020, with the CITY's advertisement for construction first appearing in The Herald (Everett Herald). The CITY has requested that the CONSULTANT provide additional engineering services during the Construction Phase, in coordination with the CITY's Construction Management and Inspection efforts.

Scope of Work

This supplemental scope of work includes additional engineering and inspection services for providing design clarifications and revisions, attending construction meetings, reviewing Contractor submittals and requests for information, construction inspection, on-call construction management assistance, and providing project close-out assistance to the CITY. The actual number of submittals and re-submittals, requests for information, plans clarifications, site visits, meetings, and change orders is not known or under the control of the CONSULTANT. This Supplemental Agreement No. 1 is a Time & Materials arrangement whereby the scope of services and associated budget estimate has been developed on the basis of several assumptions for budgeting purposes. Actual level of effort may vary from this initial estimate; and it is understood and agreed that labor hours and expenses may be transferred from one subtask to another during the course of the PROJECT. The scope of services, associated level of effort, and resulting budget estimate are based on the assumptions contained herein. Should the level of effort exceed these assumptions, the CITY and CONSULTANT will negotiate additional work authorization and compensation.

Major Milestone Schedule

The following are major schedule milestones for the project:

Notice to Proceed..... August 2019
JARPA/SEPA Submittal..... December 2019
60% Design..... December 2019
90% Design..... January 2020
Ad-Ready..... May 2020
Bidding Phase..... June 2020
Construction..... July – November 2020

Project Assumptions

General Assumptions

1. The General Assumptions remain unchanged as outlined in the Original Agreement.
2. The CONSULTANT Principal-in-Charge for this work will be **Paul A. Ferrier, PE**. The CONSULTANT Project Manager for this work will be **Michael A. Pawlak, PE**. The CITY's Project Manager for this project will be **Grace Kane, PE**.
3. Task 13 General Assumptions, for budgeting purposes include the following:
 - a. The CITY will be responsible for reviewing any Requests for Information (RFIs), Material Submittals, and Requests for Approval of Materials (RAMs).
 - b. The CONSULTANT will assist with the review and design clarifications for RFIs, Submittals, and RAMs when requested by the CITY. The maximum level of effort will be as defined elsewhere in this Scope of Services.
 - c. It is estimated that the CONSULTANT will assist with 10 RFIs over the life of the contract, and that each RFI response will take approximately 4 labor hours per each RFI. It is further estimated that 8 RFIs will require follow-up review at an additional 2 hours per RFI.
 - d. It is estimated that each plan clarification / constructability issue take on average 4 labor hours each and there will be approximately 10 clarification requests requiring CONSULTANT assistance.
 - e. It is estimated that each material submittal review will take approximately 4 hours per each submittal, for CONSULTANT assistance as directed by the CITY. It is estimated that 10 submittals will be received and forwarded to the CONSULTANT, for review over the life of the contract.
 - f. It is estimated that there will be up to 6 resubmittals and each resubmittal review will take approximately 2 hours per each resubmittal.
 - g. It is assumed all CONTRACTOR submittals are complete packages prior to delivery to the CONSULTANT for review.
4. Additional assumptions are listed in the individual sub-task descriptions.

Design Standards and References

1. The PROJECT Design Standards and References remain unchanged from the original scope of services.
2. **20th Street SE BAT Lane Widening Project (US 2 to 80th Avenue SE)** construction documents including the Plans, Project Manual, Bidding and Contract documents, and Permits.

Project Tasks

The CONSULTANT shall manage the work as described within the following major Work Elements:

TASK 1. PROJECT MANAGEMENT & ADMINISTRATION

This task will be continuous throughout the project duration, which is extended to March 31, 2022. The additional work includes the work to update the scope, schedule and budget, and subconsultant agreements; additional project coordination with the CONSULTANT staff and SUBCONSULTANTS; and management of the additional work efforts defined in this Supplemental Agreement No. 4. Components of this work including planning the Project, executing the Project, managing change, and closing the Project, include:

1.1. Project FTP Site, Project Set up, Management Plan, HASP

The CONSULTANT shall revise and update the Project scope and budget, project accounting and project management records to include the additional work of this Supplemental Agreement No. 1.

1.3. Project Schedule

The Contractor shall be responsible for developing and maintaining the overall project schedule. Therefore, there is no additional work effort to this sub-task authorized by this Supplemental Agreement No. 1.

1.4. Progress Reporting and Invoicing

The CONSULTANT shall prepare and submit eight (8) additional monthly **Progress Reports** with each invoice for the extended term as authorized by this Supplemental Agreement No.1.

Deliverable(s):

- Monthly Progress Reports (8 additional)
- Monthly Invoices (8 additional)

1.7. Project Team Management

The CONSULTANT Project Manager shall oversee and manage the work during the extended term as authorized by this Supplemental Agreement No. 1.

TASK 2. CLIENT COMMUNICATIONS AND COORDINATION

This Supplemental Agreement No. 1 includes Monthly 30-Minute Client Update Conference Calls. These calls will allow both Project Managers a scheduled, formal contact point to maintain open communications, discuss project progress, issues, and staffing needs, and coordinate overall contractor progress and performance issues. No formal meeting notes will be prepared and/or distributed as a result of these calls.

- Monthly 30-Minute Client Update Conference Calls (8 additional)

TASK 13. DESIGN SERVICES DURING CONSTRUCTION

The Engineering Design Services to be provided during construction include the following:

13.1. Site and Regular Contractor Meetings

Upon request by the CITY, the CONSULTANT shall attend regular contractor meetings and other site visits to provide engineering support, when needed. The CONSULTANT shall review and provide input to the CITY prepared meeting agendas and meeting summary notes, when requested by the CITY. It is assumed that each meeting, including travel, will require 4 hours per staff member. This sub-task includes attendance by two (2) HDR staff at a maximum of 80 labor hours, for an estimated 10 regular contractor meetings and site visits.

Deliverable(s):

- Review comments to CITY prepared meeting minutes and agendas

13.2. Requests for Information (RFIs)

Upon request by the CITY, the CONSULTANT shall provide responses to contractor's requests for information (RFIs) in a timely manner. Generally, the CITY will need RFI responses within 7 working days (not including Saturdays, Sundays or Holidays) of the request, however more or less time may be allocated depending on the specific issue.

Deliverable(s):

- Technical memorandum response to RFIs

13.3. Constructability Issues/Plan Clarifications

Upon request by the CITY, the CONSULTANT will be required to provide input and guidance on constructability issues during construction. This includes on-site visits and design revisions based on field conditions or suggested plan changes by CITY staff. The CITY will provide a minimum of 7 working days (not including Saturdays, Sundays or Holidays) for the CONSULTANT to respond with a recommended course of action. Both the CITY and CONSULTANT will agree on the time needed to complete the design revision.

For plan clarifications, the CONSULTANT shall respond within 7 working days (not including Saturdays, Sundays or Holidays), or other timeframe agreed by both the CITY and CONSULTANT. All plan clarification responses to the CONTRACTOR shall be in written format.

Deliverable(s):

- Technical memorandum addressing constructability issues or design revisions

13.4. Review of Shop Drawings/Submittals

Upon request by the CITY, the CONSULTANT shall review shop drawings, material submittals, and/or proposals for substitutions of materials and procedures as submitted by the contractor for conformance with the project requirements and intent. The CONSULTANT shall provide the reviews and/or approvals in accordance with WSDOT Standard Specification 1-05.3 Working Drawings, or as agreed by both the CITY and CONSULTANT.

Deliverable(s):

- Approvals of shop drawings signed and stamped by a professional engineer

13.5. Review of Contractor Schedule

Upon the request of the CITY, the CONSULTANT shall provide review of the Contractor's proposed baseline construction schedule. The review will note if the schedule is of sufficient detail and adequately incorporates all scope activities and material procurement constraints (i.e. long-lead items), that it meets contractual requirements pertaining to the schedule, that it has sound logic, and that the critical path is accurately depicted. The CONSULTANT will provide the CITY with a red-lined markup of the contractor's schedule and brief cover memo.

The CONSULTANT will also provide monthly reviews of the contractor's periodic schedule updates, to compare the update to the previous month's schedule, identifying variances, potential critical path threats, reasons for any delays that may occur, and the party who is responsible for said delays. (i.e. CITY versus contractor). The CONSULTANT will provide the CITY with a brief review memo summarizing the monthly schedule review and any comments. It is assumed that the actual construction period will be 6 months (August 2020 – January 2021).

Resolution of schedule delays on construction projects typically requires that the Contractor provide a Time Impact Analysis (TIA). This scope of services assumes that the CONSULTANT will provide up to a total of 40 labor hours of review and analysis of these TIAs.

Deliverable(s):

- Redlined markup of the Contractor's baseline construction schedule and cover memo.
- Monthly schedule review memos (estimated 6 updates).
- Summary memorandum of Time Impact Analysis reviews.

13.6. Review of Contractor Change Order Requests

Upon the request of the CITY, the CONSULTANT shall provide review and design concurrence of Contractor or CITY prepared Change Order Requests. Such review shall not constitute change order approval; it would simply reflect that the CONSULTANT has reviewed the requested change and acknowledges that it is consistent with the original design parameters. At the CITY's request, the CONSULTANT will assist the CITY in the evaluation of a contractor claim for entitlement due to purported costs arising from work or circumstances that the contractor may construe to be beyond what was identified in the original contract (i.e. changed conditions). The CONSULTANT may be requested to prepare and issue plan revisions as part of the change order approval process, and review of change order pricing and compilation of independent estimates. This sub-task includes a maximum of 40 labor hours.

Deliverable(s):

- Review Comment Memos

13.7. Permit compliance

Upon the request of the CITY, the CONSULTANT shall provide up to 12 hours labor for coordination and correspondence with permitting agencies during construction.

Deliverable(s):

- Summary notes of meetings and conversations with the regulatory agencies and tribes
- Site visit observation Memos

13.8. Coordination with Franchise Utilities

Upon the request of the CITY, the CONSULTANT shall assist the CITY in coordinating facilities relocations and installation of new facilities with the franchise utility companies, identified as Snohomish County PUD No. 1 (PUD), ZIPLY Communications (ZIPLY, formerly Frontier), WAVE Communications (WAVE), Comcast, and Puget Sound Energy (PSE). Total effort is estimated at a maximum of 24 labor hours.

Deliverable(s):

- Summary notes of meetings and conversations with franchise utilities
- Review Comment Memos

13.9. Geotechnical Construction Phase Services – (to be provided by subconsultant HWA Geosciences)

The purpose of this Subtask is to provide on-call geotechnical construction observation services for the installation of storm drainage facilities and subgrade adequacy for roadway widening. Geotechnical construction observation services will include providing on-call, part-time or full-time field representative to observe construction activities as requested, and providing geotechnical support as necessary, onsite or via conference call.

The CONSULTANT will provide a field representative to observe construction activities. The CONSULTANT will prepare daily field activity reports that document observations while onsite and recommendations to the CITY. The CONSULTANT (via HWA Geosciences) will provide a maximum of three (3) site visits, as may be requested by the CITY; each visit is assumed to require 3 hours on site plus 1 hour for travel and field reports.

Deliverable(s):

- Daily field activity reports.
- Responses to RFI and contractor submittals

13.10. On-Call Survey Construction Services – (to be provided by subconsultant 1 Alliance Geomatics)

Upon request by the CITY, the CONSULTANT shall provide on-call field survey services for the purposes of checking existing field conditions, confirming contractor work, or to gather other needed information. The maximum level of effort shall not exceed \$5,000.

Deliverable(s):

- Field Survey Reports
- Mapping consistent with field efforts

13.11. Onsite Construction Observation

Upon request by the CITY, the CONSULTANT shall provide full-time or part-time observation of construction activities, completion of construction work and materials included in the completed work. Construction observation does not include determining or approving the contractor's means and methods, nor does it construe responsibility for site safety and materials testing. Testing of the site, materials to be incorporated into the work, and completed work will be provided by others. Construction observation labor hour effort is based on a 10-hour day for 100 Working Days, plus 10 days for start-up and cleanup.

Deliverable(s):

- Daily Inspector Reports
- Monthly Construction Summary Updates

13.12. Ongoing Assistance and Coordination with the CITY

It is anticipated that there will be a need to coordinate and assist the CITY with review of Contractor correspondence and requests, traffic coordination issues, property owner questions, and other as of yet undetermined matters. The CONSULTANT shall assist the CITY in these matters up to a maximum of 40 labor hours.

The CONSULTANT shall review the Contractor's project construction schedule, bi-monthly, and meet with the CITY to assist in identifying any project delays and resulting impacts, and review the Contractor's proposed remedies for returning the project to the agreed upon schedule. It is estimated that these schedule review work efforts will include a maximum of 40 labor hours.

Deliverable(s):

- Review comments to CITY prepared meeting minutes and agendas
- Review Comment Memos

13.13. Record Drawings

The CONSULTANT shall prepare Record Drawings based on the red-lined markups developed by the Contractor and provided to the CONSULTANT by the CITY, upon completion of construction. The CONSULTANT will have no responsibility regarding the completeness or accuracy for the Record Drawings other than the CONSULTANT'S own work efforts in transferring the markup information to the CAD drawings.

Assumption(s):

- All Contractor red-line markups will be consolidated on one set of plans and special provisions.
- The Contractor and CITY shall review the red-line markups for accuracy and to resolve any conflicting comments or notations, prior to delivering them to the CONSULTANT.
- CONSULTANT work effort in preparing Record Drawing is limited to 60 labor hours.

Deliverable(s):

- Record Drawings (AutoCAD format)

13.14. Project Walkthrough and Acceptance

Upon the request of the CITY, the CONSULTANT shall assist the CITY in conducting the project final inspection and acceptance. This may include the preparation of punch list items and a maximum of two (2) project walkthroughs to confirm completion. The project walkthroughs will be attended by the CONSULTANT Roadway Design Lead and one other CONSULTANT Discipline Lead. Each walkthrough is estimated to last 4 hours including travel. Total sub-task labor effort shall not exceed 26 labor hours.

Deliverable(s):

- Site visit observation Memos

13.15. Project Closeout

Upon request by the CITY, the CONSULTANT shall prepare a report and/or a summary of findings at the completion of project. The report shall include changes made during construction, as compared with the original design and intent of the project. The report shall also include lessons learned and improvements the CITY may want to consider.

Deliverable(s):

- Project closeout documentation.

TASK 14. PUBLIC OUTREACH & EDUCATION

The objective of this task is to provide assistance to the CITY in accomplishing public outreach and education of the public regarding the need and benefits of Business Access and Transit Only Lanes (BAT Lanes). The CONSULTANT will provide the following assistance:

Construction Phase --

- Attend up to two (2) Public Information / Education Meetings to assist CITY Staff in providing project educational information to attendees regarding the need and use of BAT Lanes.

City Responsibilities:

- Schedule and provide the facilities for the meetings.
- Provide a minimum of two (2) CITY staff members to facilitate the meetings.

Assumption(s):

- A maximum of three (3) CONSULTANT staff will attend the meetings.
- The duration of each meeting will not exceed 2 hours.
- Materials provided by the CONSULTANT, for the meetings, will consist of information (i.e. plans, roll-plots, report excerpts, etc.) already prepared as part of the work of this overall scope of services.

Deliverable(s):

- Materials for the Public Information Meetings.
- Meeting summaries.

Summary of Payments

	Original Agreement	*Escalation Adjustment	Supplement 1	Total
Direct Salary Cost	\$118,379.77	\$1,657.30	\$99,253.52	\$219,290.59
Overhead (Including Payroll Additives)	\$184,660.60	\$2,585.23	\$150,249.98	\$337,495.81
Direct Non-Salary Costs	\$125,620.63	-\$4,739.75	\$15,274.50	\$136,155.38
Fixed Fee	\$35,513.91	\$497.22	\$29,776.04	\$65,787.17
Total	\$464,174.91	\$0.00	\$294,554.04	\$758,728.95

*Escalation from Original Agreement distributed by Direct Salary Cost, Overhead and Fixed Fee instead of Direct Non-Salary Costs.

LABOR ESTIMATE, HDR ENGINEERING STAFF

City of Lake Stevens: 20th Street Business Access and Transit (BAT) Lane Project - SUPP 1

		Pawlak, Michael A	Harper, Jennifer K	Acevedo, Robert C	Kuhns, David W Jr.	Vanner, Daniel E (Dan)	Thiemens, Gregory G	Pauly, Sarah C	Sanders, Cody Lee	Danielski, Lisa C	Total Labor Hours	Total Labor Dollars	
Project Role		PM / Transportation Engineer 5	Project Engineer / Transportation Engineer 5	Traffic Engineer / Transportation Engineer 5	Drainage Engineer / Transportation Engineer 3	Construction Inspector / Transportation Technician 1	Construction Manager / Transportation Engineer 3	Project Coordinator / Administrative Assistant 5	Project Accountant / Administrative Assistant 5	Environmental Lead / Environmental Engineer 4			
Billing Rate		248.89	156.51	176.77	140.41	148.43	174.11	101.94	99.89	152.85			
Direct Rates		88.45	55.62	62.82	49.90	52.75	61.88	36.23	35.50	54.32			
1	Project Management & Administration	50	0	0	0	0	0	16	36	0	102	\$ 17,671.58	
1.1	Project Setup / Project PMP, QMP & HASP	2						4			6	\$ 897.34	
1.2	Project Team Coordination Meetings										0	\$ -	
1.3	Project Schedule (Original + 6 updates)										0	\$ -	
1.4	Invoicing / Status Reporting / EV / WorkPlan	16						32			48	\$ 7,178.72	
1.5	Subconsultant Management										0	\$ -	
1.6	Project Kick-off Meeting										0	\$ -	
1.7	Project Team Management	32						16			48	\$ 9,595.52	
1.8	Project Closeout										0	\$ -	
2	Client Communications and Coordination	12	0	0	0	0	0	0	0	0	12	\$ 2,986.68	
2.1	Monthly Client Update Conference Calls	12									12	\$ 2,986.68	
3	Quality Assurance / Quality Control	0	0	0	0	0	0	0	0	0	0	\$ -	
4	Data Collection / Review of Existing Information	0	0	0	0	0	0	0	0	0	0	\$ -	
5	Survey and Mapping	0	0	0	0	0	0	0	0	0	0	\$ -	
6	Geotechnical Engineering	0	0	0	0	0	0	0	0	0	0	\$ -	
7	Traffic Analysis	0	0	0	0	0	0	0	0	0	0	\$ -	
8	Preliminary Engineering	0	0	0	0	0	0	0	0	0	0	\$ -	
9	60% Design	0	0	0	0	0	0	0	0	0	0	\$ -	
10	Environmental Documentation & Permitting	0	0	0	0	0	0	0	0	0	0	\$ -	
11	Final Design	0	0	0	0	0	0	0	0	0	0	\$ -	
12	Bidding Phase Assistance	0	0	0	0	0	0	0	0	0	0	\$ -	
13	Construction Phase Assistance	72	160	86	60	1138	76	24	0	16	1632	\$ 253,626.36	
13.1	Site & Regular Contractor Meetings (10 Mtgs)	28	12	8	4		16	8		4	80	\$ 15,035.52	
13.2	Requests for Information (RFIs)	4	20	16	12			4			56	\$ 9,046.76	
13.3	Constructability Issues / Plan Clarifications	4	16	12	8						40	\$ 6,744.24	
13.4	Review of Shop Drawings / Submittals	4	24	12	8	4		4			56	\$ 8,997.80	
13.5	Review of Contractor Schedule	4				16	36				56	\$ 9,638.40	
13.6	Review of Contractor Change Order Requests	4	12	8	6	6	4				40	\$ 6,717.32	
13.7	Permit Compliance										12	\$ 1,834.20	
13.8	Coordination with Franchise Utilities	4	8	8	4						24	\$ 4,223.44	
13.9	Geotechnical Construction Phase Services	2									2	\$ 497.78	
13.10	Oncall Survey Construction Services	2									2	\$ 497.78	
13.11	Onsite Construction Observation					1100					1100	\$ 163,273.00	
13.12	Ongoing Assistance & Coordination with the City	8	4	4	4		20				40	\$ 7,368.08	
13.13	Record Drawings	4	28	10	6	8		4			60	\$ 9,583.20	
13.14	Project Walkthrough & Acceptance	2	12	4	4			2			24	\$ 3,848.50	
13.15	Project Closeout	2	24	4	4	4		2			40	\$ 6,320.34	
14	Public Outreach & Education	4	12	12	0	0	0	0	0	0	28	\$ 4,994.92	
14.1	Public Open House #2	2	6	6							14	\$ 2,497.46	
14.2	Public Open House #3	2	6	6							14	\$ 2,497.46	
Task Total Hours			138.00	172.00	98.00	60.00	1138.00	76.00	40.00	36.00	16.00	1774.00	
Task Total Fee			\$ 34,346.82	\$ 26,919.72	\$ 17,323.46	\$ 8,424.60	\$ 168,913.34	\$ 13,232.36	\$ 4,077.60	\$ 3,596.04	\$ 2,445.60		\$ 279,279.54

Direct Salary Cost \$ 99,253.52
OH @ 151.38% \$ 150,249.98
Fixed Fee @ 30.00% \$ 29,776.04
Total Labor Budget \$ 279,279.54

EXPENSES

City of Lake Stevens: 20th Street Business Access and Transit (BAT) Lane Project - SUPP 1

		Copies/Page 11x17 B&W	Copies/Page 11x17 Color	Copies/Page 8.5x11 B&W	Copies/Page 8.5x11 Color	Field Supplies	HDR Owned Vehicle Mileage/mile	POV Mileage/mile	Total ODC	ODC Markup	Total ODC + Markup	
		Office Expenses	Office Expenses	Office Expenses	Office Expenses	Field Equipment	Travel	Travel				
OTHER DIRECT COSTS		Each	Each	Each	Each	Each	Each	Each				
Unit Cost		\$0.09	\$0.90	\$0.05	\$0.45	\$50.00	\$0.75	\$0.58			0.00%	
13	Construction Phase Assistance											
	Quantity	200	100	500	250	4	3500	3800				
	Task Total	\$18.00	\$90.00	\$25.00	\$112.50	\$200.00	\$2,625.00	\$2,204.00	\$5,274.50	\$0.00	\$5,274.50	
		Total ODC	\$ 18.00	\$ 90.00	\$ 25.00	\$ 112.50	\$ 200.00	\$ 2,625.00	\$ 2,204.00	\$ 5,274.50	\$ -	\$ 5,274.50

SUBCONSULTANTS

City of Lake Stevens: 20th Street Business Access and Transit (BAT) Lane Project - SUPP 1

FDR		HWA Geosciences	1 Alliance	Total Subconsultants	Sub Markup	Total Subconsultants + Markup
SUBCONSULTANTS						
						0.00%
13	Construction Phase Assistance					
		Task Total	\$5,000.00	\$5,000.00	\$10,000.00	\$0.00
						\$10,000.00

Total Subconsultants	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ -	\$ 10,000.00

FEE ESTIMATE

City of Lake Stevens: 20th Street Business Access and Transit (BAT) Lane Project - SUPP 1





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date:

July 14, 2020

Subject: 18037 – Hartford Decant Facility Construction Contract Award

Contact

Person/Department: Eric Durpos and Aaron Halverson

Budget Impact: \$1,500,000

Incl. contingency

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Public Works Contract with Interwest Construction, Inc. of Burlington, WA in the amount of \$1,320,639.64, with an administrative contingency of \$179,360.36 for a total amount of \$1,500,000 to construct the Hartford Decant Facility project.

SUMMARY/BACKGROUND: Bids for this project were opened at 10:00 AM on July 10th, 2020. The City received a low responsive bid from Interwest Construction, Inc. of Bellingham, WA of \$1,320,639.64.

The work to be performed under this contract consists of developing a four-bay covered decant facility, ecology block material storage bays, CMU maintenance and utility building with restroom, paved asphalt surfacing, onsite stormwater collection system, mechanical stormwater filters, potable water extension with booster pump station, backflow preventer and hose bibs, decant pretreatment manhole, septic tank and oil/water separator, new electrical service, site lighting and site electrical. The project was designed by PACE Engineers, Inc. of Kirkland, WA.

The call for bids was advertised on June 19th and June 26th, 2020 in the Daily Journal of Commerce and the Everett Daily Herald. The City has reviewed bids, verified references for the low bidder and completed debarment checks. The Administration recommends award of this contract.

Construction is anticipated to begin in late August 2020. The contract allows 90 working days to complete the required work. The Administration anticipates that the facility will be ready for use in December 2020.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: On April 28, 2020 the Council authorized the Mayor to sign an Interlocal Agreement with the Lake Stevens Sewer District (LSSD) to share equally the cost of land purchase and construction. The LSSD has committed to contributing up to an estimated \$1,490,723.

ATTACHMENTS:

- Attachment A: Public Works Contract
- Attachment B: Bid Summary

EXHIBIT A

PUBLIC WORKS CONTRACT

This Contract is made and entered into in duplicate this ____ day of July, 2020 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 Interwest 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:

1. Scope of Work.

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

18037 – Hartford Decant Facility

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.

2. 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 **90** 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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 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.

8. 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.

9. 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.

10. 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.

11. Contract Administration and Notices.

This Contract shall be administered for the City by the Capital Projects Coordinator, Aaron Halverson, and shall be administered for the Contractor by the Contractor's Contract Representative, Eben Twaddle. 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

Interwest Construction, Inc.
Attn: Eben Twaddle, President/Owner
609 North Hill Blvd.
Burlington, WA 98233
Telephone: (360) 757-7574

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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Debarment and Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), the Contractor must certify that it, and its subcontractors, have not been and are not

currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately. Additionally, if this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(K) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition) are hereby incorporated, as applicable, as if fully set forth herein. See attached Exhibit ___, 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

INTERWEST CONSTRUCTION, INC.

By: _____
Mayor

By: _____
Printed Name & Title

Attest:

Kathy Pugh, City Clerk

Approved as to Form:

Greg Rubstello, City Attorney

EXHIBIT B

Hartford Decant Facility
Bid Tabulation
City of Lake Stevens

Project Number: 18037
Date: 7/10/2020
Prepared By: Aaron Halverson
Reviewed By: Erik Mangold

Item No.	Spec. Ref.	Item	Unit	Qty	McClure and Sons, Inc.		Interwest Construction, Inc.		Corstone Contractors LLC		Strider Construction		Quilceda Excavation, Inc.		Granite Construction, Inc.		Faber Construction Corp.		Kassel and Associates, Inc.	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
		Non Responsive Bidder																		
1	1-04.4 SP	Unexpected Site Changes	FA	1	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	
2	1-05.4 SP	Construction Surveying	LS	1	9,000.00	9,000.00	10,000.00	10,000.00	12,471.00	12,471.00	8,500.00	8,500.00	7,500.00	7,500.00	4,000.00	4,000.00	9,976.00	9,976.00	16,000.00	16,000.00
3	1-07.15(1) SP	SPCC Plan	LS	1	750.00	750.00	1,000.00	1,000.00	3,118.00	3,118.00	500.00	500.00	1,750.00	1,750.00	1,000.00	1,000.00	965.00	965.00	15,000.00	15,000.00
4	1-09.7	Mobilization	LS	1	60,000.00	60,000.00	85,000.00	85,000.00	12,324.00	12,324.00	100,000.00	100,000.00	96,000.00	96,000.00	116,000.00	116,000.00	66,057.00	66,057.00	110,000.00	110,000.00
5	1-10.5 SP	Project Temporary Traffic Control (min. bid \$2,500.00)	LS	1	2,500.00	2,500.00	2,500.00	2,500.00	3,118.00	3,118.00	2,500.00	2,500.00	4,800.00	4,800.00	2,500.00	2,500.00	3,101.00	3,101.00	3,000.00	3,000.00
6	2-02.5	Removal of Structures and Obstructions	LS	1	1,000.00	1,000.00	2,500.00	2,500.00	562.00	562.00	2,500.00	2,500.00	13,500.00	13,500.00	0.01	0.01	2,860.00	2,860.00	1,000.00	1,000.00
7	2-03.5	Roadway Excavation Including Haul	CY	1,190	25.00	29,750.00	24.00	28,560.00	31.44	37,413.60	15.00	17,850.00	43.00	51,170.00	35.00	41,650.00	21.00	24,990.00	40.00	47,600.00
8	2-09.5	Structure Excavation Class A Incl. Haul	CY	370	30.00	11,100.00	26.00	9,620.00	67.41	24,941.70	35.00	12,950.00	40.00	14,800.00	40.00	14,800.00	27.00	9,990.00	41.00	15,170.00
9	2-09.5	Shoring or Extra Excavation Class A	LS	1	2,500.00	2,500.00	2,500.00	2,500.00	998.00	998.00	3,000.00	3,000.00	7,000.00	7,000.00	0.01	0.01	915.00	915.00	1,000.00	1,000.00
10	4-04.5	Crushed Surfacing Base Course	TN	653	40.00	26,120.00	28.00	18,284.00	64.64	42,209.92	40.00	26,120.00	35.00	22,855.00	48.00	31,344.00	30.00	19,590.00	65.00	42,445.00
11	5-04.5	HMA Cl. 1/2 In. PG 64-22	TN	472	100.00	47,200.00	100.00	47,200.00	117.33	55,379.76	98.00	46,256.00	118.00	55,696.00	96.00	45,312.00	103.00	48,616.00	131.00	61,832.00
12	6-02.5 SP	Concrete Foundation and Slab for Decant Facility	LS	1	284,929.00	284,929.00	296,000.00	296,000.00	255,854.00	255,854.00	290,000.00	290,000.00	271,350.00	271,350.00	365,000.00	365,000.00	280,134.00	280,134.00	240,000.00	240,000.00
13	6-02.5 SP	Material Storage Bay Concrete Slab	SF	336	10.00	3,360.00	23.00	7,728.00	84.25	28,308.00	20.00	6,720.00	36.00	12,096.00	14.00	4,704.00	13.00	4,368.00	88.00	29,568.00
14	6-03.5 SP	Metal Roof/Walls and Support System (Decant Facility)	LS	1	151,000.00	151,000.00	155,000.00	155,000.00	140,936.00	140,936.00	175,000.00	175,000.00	138,350.00	138,350.00	174,500.00	174,500.00	253,969.00	253,969.00	310,000.00	310,000.00
15	6-20.5 SP	CMU Maintenance Building	LS	1	82,000.00	82,000.00	80,000.00	80,000.00	102,511.00	102,511.00	85,000.00	85,000.00	36,000.00	36,000.00	70,000.00	70,000.00	103,951.00	103,951.00	110,000.00	110,000.00
16	6-21.5 SP	New Ecology Blocks	EA	102	200.00	20,400.00	235.00	23,970.00	163.99	16,726.98	335.00	34,170.00	115.00	11,730.00	240.00	24,480.00	196.00	19,992.00	170.00	17,340.00
17	7-04.5	Corrugated Polyethylene Storm Sewer Pipe, 12-In. Diam.	LF	113	80.00	9,040.00	93.00	10,509.00	46.14	5,213.82	25.00	2,825.00	67.00	7,571.00	45.00	5,085.00	35.00	3,955.00	48.00	5,424.00
18	7-04.5 SP	Ductile Iron Storm Sewer Pipe, 12-In. Diam.	LF	185	110.00	20,350.00	74.00	13,690.00	79.81	14,764.85	55.00	10,175.00	125.00	23,125.00	71.00	13,135.00	75.00	13,875.00	83.00	15,355.00
19	7-04.5	Corrugated Polyethylene Storm Sewer Pipe. 6-In. Diam.	LF	62	55.00	3,410.00	39.00	2,418.00	37.42	2,320.04	24.00	1,488.00	47.00	2,914.00	40.00	2,480.00	30.00	1,860.00	50.00	3,100.00
20	7-04.5 SP	Testing Storm Sewer Pipe	LF	360	3.00	1,080.00	3.00	1,080.00	3.74	1,346.40	4.00	1,440.00	12.00	4,320.00	3.00	1,080.00	9.00	3,240.00	5.00	1,800.00
21	7-04.5 SP	Trench Drain	LF	86	130.00	11,180.00	135.00	11,610.00	129.20	11,111.20	235.00	20,210.00	175.00	15,050.00	175.00	15,050.00	231.00	19,866.00	135.00	11,610.00
22	7-05.5	Catch Basin Type 2, 48-In. Diam.	EA	1	5,250.00	5,250.00	4,000.00	4,000.00	3,592.00	3,592.00	3,200.00	3,200.00	6,700.00	6,700.00	6,000.00	6,000.00	5,990.00	5,990.00	4,000.00	4,000.00
23	7-05.5	Catch Basin Type 1	EA	4	3,000.00	12,000.00	2,000.00	8,000.00	1,900.33	7,601.32	1,100.00	4,400.00	2,750.00	11,000.00	1,750.00	7,000.00	1,400.00	5,600.00	2,000.00	8,000.00
24	7-05.5	Manhole 72-In. Diam. Type 1	EA	1	7,000.00	7,000.00	5,300.00	5,300.00	5,189.00	5,189.00	5,500.00	5,500.00	11,750.00	11,750.00	6,900.00	6,900.00	5,106.00	5,106.00	5,000.00	5,000.00
25	7-05.5 SP	Saddle Manhole 48-In. Diam.	EA	1	8,000.00	8,000.00	8,000.00	8,000.00	11,817.00	11,817.00	14,000.00	14,000.00	6,700.00	6,700.00	7,700.00	7,700.00	4,523.00	4,523.00	12,000.00	12,000.00
26	7-05.5 SP	Shallow Manhole 48-In. Diam.	EA	1	5,000.00	5,000.00	2,800.00	2,800.00	3,492.00	3,492.00										

31	7-08.5	Gravel Backfill for Pipe Zone Bedding	CY	366	60.00	21,960.00	31.00	11,346.00	1.00	366.00	28.00	10,248.00	38.00	13,908.00	0.01	3.66	49.00	17,934.00	54.00	19,764.00
32	7-09.5 SP	Polyethylene (PE) Pipe for Water Main, 2-In. Diam.	LF	361	40.00	14,440.00	19.00	6,859.00	75.04	27,089.44	15.00	5,415.00	71.00	25,631.00	32.00	11,552.00	28.00	10,108.00	36.00	12,996.00
33	7-09.5 SP	Polyethylene (PE) Pipe for Water Main, 1-in. Diam.	LF	168	25.00	4,200.00	12.00	2,016.00	28.68	4,818.24	9.00	1,512.00	61.00	10,248.00	15.00	2,520.00	25.00	4,200.00	30.00	5,040.00
34	7-14.5 SP	Post Hydrant	EA	8	3,500.00	28,000.00	2,800.00	22,400.00	5,923.50	47,388.00	5,000.00	40,000.00	6,687.00	53,496.00	1,250.00	10,000.00	2,012.00	16,096.00	6,000.00	48,000.00
35	7-14.5 SP	Hose Rack Including Hose and Fittings	EA	4	500.00	2,000.00	1,700.00	6,800.00	854.25	3,417.00	750.00	3,000.00	1,500.00	6,000.00	250.00	1,000.00	858.00	3,432.00	3,200.00	12,800.00
36	7-14.5	Bollards	EA	6	375.00	2,250.00	1,250.00	7,500.00	611.17	3,667.02	1,100.00	6,600.00	225.00	1,350.00	750.00	4,500.00	961.00	5,766.00	1,400.00	8,400.00
37	7-15.5	Service Connection 2-In. Diam.	EA	1	9,000.00	9,000.00	3,300.00	3,300.00	2,821.00	2,821.00	5,500.00	5,500.00	7,800.00	7,800.00	11,000.00	11,000.00	5,102.00	5,102.00	3,000.00	3,000.00
38	7-17.5	PVC Sanitary Sewer Pipe 4-In. Diam.	LF	35	100.00	3,500.00	44.00	1,540.00	37.43	1,310.05	34.00	1,190.00	150.00	5,250.00	58.00	2,030.00	64.00	2,240.00	40.00	1,400.00
39	7-17.5	PVC Sanitary Sewer Pipe 8-In. Diam.	LF	20	400.00	8,000.00	170.00	3,400.00	56.15	1,123.00	90.00	1,800.00	170.00	3,400.00	250.00	5,000.00	84.00	1,680.00	60.00	1,200.00
40	7-20.5 SP	In-Line Pump Station	LS	1	31,000.00	31,000.00	15,000.00	15,000.00	31,176.00	31,176.00	28,500.00	28,500.00	13,500.00	13,500.00	25,500.00	25,500.00	20,738.00	20,738.00	35,000.00	35,000.00
41	8-01.5 SP	Erosion/Water Pollution Control	FA	1	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
42	8-01.5 SP	Stormwater Pollution Prevention Plan	LS	1	5,000.00	5,000.00	9,000.00	9,000.00	7,483.00	7,483.00	500.00	500.00	1,750.00	1,750.00	4,000.00	4,000.00	11,041.00	11,041.00	6,500.00	6,500.00
43	8-01.5 SP	High Visibility Fence	LF	468	2.00	936.00	7.00	3,276.00	1.33	622.44	3.00	1,404.00	4.50	2,106.00	3.00	1,404.00	5.00	2,340.00	15.00	7,020.00
44	8-02.5 SP	Cobble Rock	CY	140	78.00	10,920.00	56.00	7,840.00	133.61	18,705.40	75.00	10,500.00	90.00	12,600.00	50.00	7,000.00	89.00	12,460.00	100.00	14,000.00
45	8-02.5 SP	Topsoil, Type A	CY	121	55.00	6,655.00	57.00	6,897.00	72.15	8,730.15	50.00	6,050.00	70.00	8,470.00	1.00	121.00	63.00	7,623.00	100.00	12,100.00
46	8-02.5	PSIPE - Thuja Occidentalis (Emerald Green) 3 gallon pot	EA	50	35.00	1,750.00	28.00	1,400.00	162.12	8,106.00	130.00	6,500.00	37.00	1,850.00	28.00	1,400.00	29.00	1,450.00	130.00	6,500.00
47	8-02.5	PSIPE - Shore Pine 5 gallon pots	EA	10	40.00	400.00	170.00	1,700.00	237.00	2,370.00	350.00	3,500.00	57.00	570.00	28.00	280.00	114.00	1,140.00	650.00	6,500.00
48	8-02.5 SP	Landscape Fabric	SF	7300	0.40	2,920.00	3.50	25,550.00	1.56	11,388.00	1.20	8,760.00	0.50	3,650.00	1.00	7,300.00	1.00	7,300.00	1.00	7,300.00
49	8-02.5 SP	Property Restoration	FA	1	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
50	8-04.5	Extruded Curb	LF	833	10.00	8,330.00	11.00	9,163.00	35.09	29,229.97	15.00	12,495.00	13.50	11,245.50	23.00	19,159.00	29.00	24,157.00	30.00	24,990.00
51	8-12.5	Double Wire Gate 20 Ft. Wide	EA	1	3,000.00	3,000.00	3,300.00	3,300.00	3,368.00	3,368.00	1,750.00	1,750.00	5,700.00	5,700.00	3,000.00	3,000.00	3,289.00	3,289.00	3,700.00	3,700.00
52	8-12.5	Electric Swing Gate with Magnetic Lock	EA	1	24,000.00	24,000.00	20,000.00	20,000.00	30,223.00	30,223.00	20,000.00	20,000.00	8,700.00	8,700.00	23,000.00	23,000.00	24,024.00	24,024.00	27,000.00	27,000.00
53	8-12.5	End, Gate, Corner, and All Posts for Chain Link Fence	EA	4	700.00	2,800.00	700.00	2,800.00	187.25	749.00	550.00	2,200.00	100.00	400.00	700.00	2,800.00	692.00	2,768.00	800.00	3,200.00
54	8-20.5 SP	Electrical	LS	1	70,000.00	70,000.00	65,000.00	65,000.00	82,056.00	82,056.00	75,000.00	75,000.00	118,150.00	118,150.00	74,000.00	74,000.00	121,576.00	121,576.00	60,000.00	60,000.00
55	8-21.5	Permanent Signing	LS	1	1,250.00	1,250.00	5,000.00	5,000.00	1,279.00	1,279.00	1,775.00	1,775.00	4,750.00	4,750.00	500.00	500.00	1,430.00	1,430.00	6,500.00	6,500.00
56	8-22.5	Paint Line	LF	210	6.00	1,260.00	6.00	1,260.00	6.98	1,465.80	5.00	1,050.00	9.00	1,890.00	5.00	1,050.00	7.00	1,470.00	6.00	1,260.00
SCHEDULE A BID ITEMS SUBTOTAL:					1,208,970.00		1,211,596.00		1,266,798.70		1,293,523.00		1,438,241.50		1,325,369.49		1,331,062.80		1,570,394.00	
+ STATE SALES TAX (9.0%):					108,807.30		109,043.64		114,011.88		116,417.07		129,441.74		119,283.25		119,795.65		141,335.46	
TOTAL AMOUNT INCL. APPLICABLE SALES TAX:					1,317,777.30		1,320,639.64		1,380,810.58		1,409,940.07		1,567,683.24		1,444,652.74		1,450,858.45		1,711,729.46	

McClure and Sons, Inc. Interwest Construction, Inc. Corstone Contractors LLC Strider Construction Quilceda Excavation, Inc. Granite Construction, Inc. Faber Construction Corp. Kassel and Associates, Inc.</



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: July 14, 2020

Subject: Employee Handbook Update - WA State Paid Family & Medical Leave Policy

Contact

Person/Department: Anya Warrington/Human Resources **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Resolution No 2020-018, updating the City's Employee Handbook.

SUMMARY/BACKGROUND:

Lake Stevens Municipal Code Section 2.76.030 provides that the City has adopted, and will from time to time adopt, personnel policies and procedures which establish vacation, holiday, sick leave and other benefits for City employees; and that personnel policies shall be proposed by the Mayor or City Administrator and approved by City Council. Personnel procedures designed to implement personnel policies shall be approved by the Mayor, or City Administrator pursuant to the executive authority provided by the Mayor.

Washington State's Paid Family and Medical Leave (PFML) is a statewide insurance program which began on January 1, 2020. PFML provides a partial wage replacement while employees are on leave for covered family and medical reasons. It is funded by premiums paid by both the employees and the City. In order to qualify, employees must have worked at least 820 hours for any covered employer during the previous 12 months and must apply through the Employment Security Department. For more information on how the program works, please visit www.paidleave.wa.gov.

The drafted PFML policy educates the employees about this insurance program and outlines parameters that must be followed if used. RCW 50A and WAC 192-500 through 192-810 are also reflected appropriately in this policy. The statutes allow discretion for employers to offer additional supplemental benefit to employees when they are approved for PFML. However, it is staff's recommendation that no supplemental benefit is offered at this time.

During the creation of this policy, input was gathered from the Finance Department and Lake Stevens Police Guild are awaiting any input, if any, from Teamsters. Future substantive changes will be brought to the City Council for approval.

RECOMMENDATION:

Approve Resolution No. 2020-018, updating the City's personnel policies and procedures.

APPLICABLE CITY POLICIES: City of Lake Stevens Municipal Code Section 2.76.030 Additional Employee Benefits and Policies.

BUDGET IMPACT: N/A

ATTACHMENTS:

- Exhibit A: Resolution 2020-018
- Exhibit B: Revised Policy 5.08 Additional Family and Medical Leave Entitlements under Washington Law; Integration with FMLA (redline version)

EXHIBIT A

CITY OF LAKE STEVENS LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2020-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON ADOPTING AND APPROVING THE AMENDMENT OF POLICY 5.08 ADDITIONAL FAMILY AND MEDICAL LEAVE ENTITLEMENTS UNDER WASHINGTON LAW; INTEGRATION WITH FMLA, FOR CITY OF LAKE STEVENS EMPLOYEES, SUPERSEDING PRIOR VERSIONS OF POLICY 5.08, PASSED AND APPROVED BY RESOLUTION 2019-018 ON THE 29TH OF NOVEMBER 2019.

WHEREAS, pursuant to Resolution No. 2019-018, the City Council adopted the Employee Handbook containing personnel policies and procedures which establish vacation, holiday, sick leave and other benefits for City employees per Lake Stevens Municipal Code Chapter 2.76; and

WHEREAS, said policies and procedures require updating and supplementation from time to time to keep current with changes in the law and changes to City operations and practices; and

WHEREAS, City personnel policies and procedures should be implemented to address matters in addition to employee benefits; and

WHEREAS, personnel procedures designed to implement personnel policies shall be approved by the Mayor, or City Administrator pursuant to the executive authority provided by the Mayor pursuant to RCW 25A.12.100; and

WHEREAS, personnel policies and procedures shall apply to all City employees unless preempted by a collective bargaining agreement with the City, or in the case of the Police Department, Lexipol policy and/or civil service rules;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS AS FOLLOWS:

Section 1: Policy 5.08 Additional Family and Medical Leave Entitlements under Washington Law; Integration with FMLA dated July 15, 2020 attached hereto as Exhibit A is hereby adopted as official policy for the City of Lake Stevens.

Section 2: The Mayor and City Administrator are hereby authorized and directed to execute, implement and apply said policies and procedures in their official capacity as provided by law and the official act and deed of the City of Lake Stevens, Washington.

Section 3: All prior versions of Policy 5.08 Additional Family and Medical Leave Entitlements under Washington Law; Integration with FMLA are hereby superseded and replaced by this Resolution.

PASSED by the City Council of the City of Lake Stevens this 14th day of July 2020.

Brett Gailey, Mayor

ATTEST:

Kathy Pugh, City Clerk

EXHIBIT A

Employee Handbook

Updated: July 15, 2020

Policy 5.08 Additional Family and Medical Leave Entitlements under
Washington Law; Integration with FMLA

5.08 ADDITIONAL FAMILY AND MEDICAL LEAVE ENTITLEMENTS UNDER WASHINGTON LAW; INTEGRATION WITH FMLA

Pregnancy Disability Leave. In addition to leave under the federal FMLA described above, Washington law provides certain additional leave rights in connection with pregnancy-related disability and to care for a newborn. Regardless of whether an employee is eligible for FMLA leave, she is entitled to Pregnancy Disability leave for the period of time that she is temporarily disabled because of pregnancy or childbirth. Medical certification may be required to confirm the need for leave. If the employee is eligible for FMLA leave, the Pregnancy Disability leave will run concurrently with FMLA leave. Pregnancy Disability leave is unpaid, although accrued leave may be used to cover the absence. If the absence is unpaid, benefits are not automatically continued (unless the employee is also eligible for FMLA leave); however, the employee may continue insurance coverages at her expense through COBRA.

Family Care Act. This act allows employee to use accrued leave to care for sick family members (see section 5.19). Family members include children, parents, spouses, registered domestic partners, parents-in-law, and grandparents. This includes accrued sick leave, vacation, compensatory time or floating holidays.

Washington Paid Family and Medical Leave.

The Washington Paid Family and Medical Leave (PFML) law (Chapter 50A RCW) and supporting regulations establish a program administered by the Washington Employment Security Department (ESD) to provide paid leave benefits and job protection to eligible employees who need leave for certain family and medical reasons. PFML benefits began on January 1, 2020. This policy provides a summary of the PFML program. Employees may obtain additional information at www.paidleave.wa.gov. To the extent an issue is not addressed in this policy, the City will administer this benefit program consistent with applicable statutes and regulations.

Payroll Deductions. The PFML program is funded through premiums collected by ESD through employee payroll deductions and employer contributions. The premium rate is established by law; employees are currently responsible for two-thirds of the total premium amount. Should the State in the future modify the PFML premium rate or the percentage of premiums subject to collection through payroll deduction, the City will modify payroll practices to reflect those statutory changes.

Eligibility. Under PFML, employees may be eligible for monetary benefits and job protection when taking leave for covered reasons. Eligibility requirements are as follows:

Monetary Benefits: In order to be eligible for monetary benefits from ESD, an employee must have worked 820 hours in Washington (for any employer or combination of employers) during the year preceding the claim.

Job Protection: In order to be eligible for job protection under PFML, an employee must meet FMLA eligibility requirements (must have worked for the City for at least 12 months and have worked 1250 hours in the last year).

An employee is ineligible for PFML benefits during any period of suspension from employment or during which the employee works for remuneration or profit (e.g., outside employment or contracting).

Leave Entitlement. Eligible employees are entitled to take up to 12 weeks of medical or family leave, or a combined total of 16 weeks of family and medical leave per claim year; an additional two weeks of leave may be available in the event the employee's leave involves incapacity due to her pregnancy. The claim year begins when the employee files a claim for PFML benefits or upon the birth/placement of the employee's child. PFML leave may be taken for the following reasons:

Medical Leave: Medical leave may be taken due to the employee's own serious health condition, which is an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, as those terms are defined under the FMLA and RCW 50A.05.010. However, an employee is not eligible for PFML benefits if the employee is receiving time loss benefits under the workers compensation system.

Family Leave: Family leave may be taken to care for a covered family member with a serious health condition; for bonding during the first 12 months following the birth of the employee's child or placement of a child under age 18 with the employee (through adoption or foster care); or for qualifying military exigencies as defined under the FMLA. For purposes of family leave, covered family members include the employee's child, grandchild, parent (including in-laws), grandparent (including in-laws), sibling, or spouse.

PFML runs concurrently with FMLA where an absence is covered by both laws. PFML leave may be taken intermittently, provided that there is a minimum claim requirement of eight consecutive hours of leave in a week for which benefits are sought.

PFML Application Process. An employee must submit an application to ESD in order to seek PFML benefits. For guidance on the application process, please refer to the ESD website (www.paidleave.wa.gov). Eligibility determinations will be made by ESD. If approved, the employee is solely responsible for complying with the requirements of ESD's PFML Program.

Notification Requirements. An employee must provide written notice to the City of the intent to take PFML leave. If the need for leave is foreseeable, notice must be given at least 30 days in advance of the leave. For unforeseeable leave, notice must be given as soon as practicable. The employee's written notice must include the type of leave taken (family or medical), as well as the anticipated timing and duration of the leave. If an employee fails to provide this required notice to the City, ESD will temporarily deny PFML benefits. After receiving the employee's notice of the need for leave, the City will advise the employee whether the employee is eligible for job protection under PFML or FMLA or both.

If leave is being taken for the employee's or family member's planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt City operations.

If taking leave intermittently, an employee must notify the City each time PFML leave is taken so that the City may properly track leave use.

PFML Monetary Benefits. If ESD approves a claim for PFML benefits, partial wage replacement benefit payments will be made by ESD directly to the employee. The amount of the benefit is based on a statutory formula, which generally results in a benefit in the range of 75-90 percent of an employee's average weekly wage, subject to a maximum of \$1,000 per week. Employees may obtain additional information at www.paidleave.wa.gov.

With the exception of leave taken in connection with the birth or placement of a child or qualifying military exigency, monetary PFML benefits are subject to a seven-day waiting period. The waiting period begins on the Sunday of the week in which PFML leave is first taken. The waiting period is counted for purposes of the overall duration of PFML leave, but no monetary benefits will be paid by ESD for that week.

Paid leave accruals (vacation, sick leave, floating holidays, compensatory time, or any other accrued leave) are not supplemental to PFML. An employee may elect to use such accrued leave during a PFML-covered absence, although the receipt of accrued leave must be reported to ESD as part of the PFML claims process and will result in a pro-rated weekly PFML benefit.

Important note: Failure to report the receipt of accrued leave may result in an overpayment by ESD, which ESD may recoup from the employee.

Coordination with Other Benefit Programs. When an employee is on leave and only receiving PFML benefits, the employee is deemed to be in unpaid status for purposes of City policies and benefit programs. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to City policy and subject to any FMLA or other legal requirements requiring continuation of coverage.

Job Restoration; Return to Work Recertification. An employee who is eligible for job-protected leave will be restored to the same or equivalent position at the conclusion of PFML leave, unless unusual circumstances have arisen (e.g., the employee's position or shift was eliminated for reasons unrelated to the leave). The City may require a return-to-work certification from a health care provider before restoring the employee to work following PFML leave where the employee has taken leave for the employee's own serious health condition. Under certain conditions, the City may deny job restoration to a salaried employee who is among the highest paid ten percent of City employees. If an employee taking PFML leave chooses not to return to work for any reason, the employee should notify the City as soon as possible.

Collective Bargaining Agreements. Employees covered by collective bargaining agreements will be subject to the specific terms of those agreements and rules. In the event a collective bargaining agreement does not contain language regarding Washington Paid Family and Medical Leave as specified in this policy, then those employees will be governed by this policy.

EXHIBIT B

5.08 ADDITIONAL FAMILY AND MEDICAL LEAVE ENTITLEMENTS UNDER WASHINGTON LAW; INTEGRATION WITH FMLA

Paid Family and Medical Leave (PFML). Beginning in January 2019, employers and employees in Washington state are required to pay into the state's Paid Family Medical Leave (PFML) insurance program. During 2019, the state will continue to write the eligibility rules for employees to access the insurance program beginning in 2020. This section will be updated as the rules become available.

Pregnancy Disability Leave. In addition to leave under the federal FMLA described above, Washington law provides certain additional leave rights in connection with pregnancy-related disability and to care for a newborn. Regardless of whether an employee is eligible for FMLA leave, she is entitled to Pregnancy Disability leave for the period of time that she is temporarily disabled because of pregnancy or childbirth. Medical certification may be required to confirm the need for leave. If the employee is eligible for FMLA leave, the Pregnancy Disability leave will run concurrently with FMLA leave. Pregnancy Disability leave is unpaid, although accrued leave may be used to cover the absence. If the absence is unpaid, benefits are not automatically continued (unless the employee is also eligible for FMLA leave); however, the employee may continue insurance coverages at her expense through COBRA.

Family Care Act. This act allows employee to use accrued leave to care for sick family members (see section 5.19). Family members include children, parents, spouses, registered domestic partners, parents-in-law, and grandparents. This includes accrued sick leave, vacation, compensatory time or floating holidays.

Washington Paid Family and Medical Leave.

The Washington Paid Family and Medical Leave (PFML) law (Chapter 50A RCW) and supporting regulations establish a program administered by the Washington Employment Security Department (ESD) to provide paid leave benefits and job protection to eligible employees who need leave for certain family and medical reasons. PFML benefits began on January 1, 2020. This policy provides a summary of the PFML program. Employees may obtain additional information at www.paidleave.wa.gov. To the extent an issue is not addressed in this policy, the City will administer this benefit program consistent with applicable statutes and regulations.

Payroll Deductions. The PFML program is funded through premiums collected by ESD through employee payroll deductions and employer contributions. The premium rate is established by law; employees are currently responsible for two-thirds of the total premium amount. Should the State in the future modify the PFML premium rate or the percentage of premiums subject to collection through payroll deduction, the City will modify payroll practices to reflect those statutory changes.

Eligibility. Under PFML, employees may be eligible for monetary benefits and job protection when taking leave for covered reasons. Eligibility requirements are as follows:

Monetary Benefits: In order to be eligible for monetary benefits from ESD, an employee must have worked 820 hours in Washington (for any employer or combination of employers) during the year preceding the claim.

Job Protection: In order to be eligible for job protection under PFML, an employee must meet FMLA eligibility requirements (must have worked for the City for at least 12 months and have worked 1250 hours in the last year).

An employee is ineligible for PFML benefits during any period of suspension from employment or during which the employee works for remuneration or profit (e.g., outside employment or contracting).

Leave Entitlement. Eligible employees are entitled to take up to 12 weeks of medical or family leave, or a combined total of 16 weeks of family and medical leave per claim year; an additional two weeks of leave may be available in the event the employee's leave involves incapacity due to her pregnancy. The claim year begins when the employee files a claim for PFML benefits or upon the birth/placement of the employee's child. PFML leave may be taken for the following reasons:

Medical Leave: Medical leave may be taken due to the employee's own serious health condition, which is an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, as those terms are defined under the FMLA and RCW 50A.05.010. However, an employee is not eligible for PFML benefits if the employee is receiving time loss benefits under the workers compensation system.

Family Leave: Family leave may be taken to care for a covered family member with a serious health condition; for bonding during the first 12 months following the birth of the employee's child or placement of a child under age 18 with the employee (through adoption or foster care); or for qualifying military exigencies as defined under the FMLA. For purposes of family leave, covered family members include the employee's child, grandchild, parent (including in-laws), grandparent (including in-laws), sibling, or spouse.

PFML runs concurrently with FMLA where an absence is covered by both laws. PFML leave may be taken intermittently, provided that there is a minimum claim requirement of eight consecutive hours of leave in a week for which benefits are sought.

PFML Application Process. An employee must submit an application to ESD in order to seek PFML benefits. For guidance on the application process, please refer to the ESD website (www.paidleave.wa.gov). Eligibility determinations will be made by ESD. If approved, the employee is solely responsible for complying with the requirements of ESD's PFML Program.

Notification Requirements. An employee must provide written notice to the City of the intent to take PFML leave. If the need for leave is foreseeable, notice must be given at least 30 days in advance of the leave. For unforeseeable leave, notice must be given as soon as practicable. The employee's written notice must include the type of leave taken (family or medical), as well as the anticipated timing and duration of the leave. If an employee fails to provide this required notice to the City, ESD will temporarily deny PFML benefits. After receiving the employee's notice of the need for leave, the City will advise the employee whether the employee is eligible for job protection under PFML or FMLA or both.

If leave is being taken for the employee's or family member's planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt City operations.

If taking leave intermittently, an employee must notify the City each time PFML leave is taken so that the City may properly track leave use.

PFML Monetary Benefits. If ESD approves a claim for PFML benefits, partial wage replacement benefit payments will be made by ESD directly to the employee. The amount of the benefit is based on a statutory formula, which generally results in a benefit in the range of 75-90 percent of an employee's average weekly wage, subject to a maximum of \$1,000 per week. Employees may obtain additional information at www.paidleave.wa.gov.

With the exception of leave taken in connection with the birth or placement of a child or qualifying military exigency, monetary PFML benefits are subject to a seven-day waiting period. The waiting period begins on the Sunday of the week in which PFML leave is first taken. The waiting period is counted for purposes of the overall duration of PFML leave, but no monetary benefits will be paid by ESD for that week.

Paid leave accruals (vacation, sick leave, floating holidays, compensatory time, or any other accrued leave) are not supplemental to PFML. An employee may elect to use such accrued leave during a PFML-covered absence, although the receipt of accrued leave must be reported to ESD as part of the PFML claims process and will result in a pro-rated weekly PFML benefit.

Important note: Failure to report the receipt of accrued leave may result in an overpayment by ESD, which ESD may recoup from the employee.

Coordination with Other Benefit Programs. When an employee is on leave and only receiving PFML benefits, the employee is deemed to be in unpaid status for purposes of City policies and benefit programs. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to City policy and subject to any FMLA or other legal requirements requiring continuation of coverage.

Job Restoration; Return to Work Recertification. An employee who is eligible for job-protected leave will be restored to the same or equivalent position at the conclusion of PFML leave, unless unusual circumstances have arisen (e.g., the employee's position or shift was eliminated for reasons unrelated to the leave). The City may require a return-to-work certification from a health care provider before restoring the employee to work following PFML leave where the employee has taken leave for the employee's own serious health condition. Under certain conditions, the City may deny job restoration to a salaried employee who is among the highest paid ten percent of City employees. If an employee taking PFML leave chooses not to return to work for any reason, the employee should notify the City as soon as possible.

Collective Bargaining Agreements. Employees covered by collective bargaining agreements will be subject to the specific terms of those agreements and rules. In the event a collective bargaining agreement does not contain language regarding Washington Paid Family and Medical Leave as specified in this policy, then those employees will be governed by this policy.

Washington Family Leave Act. Note: this act will be replaced by the Washington Paid Family and Medical Leave program effective January 1, 2020. The WFLA provides certain additional leave benefits to eligible employees. The WFLA largely mirrors the FMLA, with the same eligibility standards and entitlement to 12 weeks of leave for family and medical reasons. In most situations, WFLA provides the same leave entitlement as (and runs concurrently with)

~~FMLA leave and employees should follow the procedures described above for both FMLA and WFLA leave. WFLA differs from FMLA leave only in the following respects:~~

- ~~WFLA leave does not run concurrently with any leave taken for Pregnancy Disability leave; this affords an employee up to 12 weeks of additional time off to care for her newborn once she has recovered from the Pregnancy Disability.~~
- ~~Under the WFLA (but not the FMLA), an eligible employee may be entitled to up to 12 weeks of leave to care for the employee's registered domestic partner with a serious health condition.~~
- ~~The WFLA does not provide leave for military exigencies or for military caregivers. Where such military related leave is taken under the FMLA, it will not count against the 12 week leave entitlement available under the WFLA.~~
- ~~Continuation of employer paid health insurance is not required during WFLA leave. Thus, during leave that is covered only by WFLA and not FMLA, insurance will not be automatically continued unless the employee elects continuation coverage at their expense.~~



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: July 14, 2020

Subject: Formation of Subcommittee to Study Mayor's Role

Contact Person/Department:	Gene Brazel City Administrator	Budget Impact:	<u>TBD</u>
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Appoint three Councilmembers _____, _____ and _____ to a subcommittee to study and make recommendations to the Council on the Mayor's position.

SUMMARY/BACKGROUND: At the July 7, 2020 Special Meeting Council discussed at length whether Lake Stevens is ready for the mayor's position to be a fulltime position, remain a part time position or whether there is an interim hybrid approach that will meet the city's needs. Council determined at that time to form a subcommittee to study and make recommendations to Council on the needs of the City as it relates to the mayoral position.

The Council Rules of Procedure, Section 20 provide the guidelines for formation of subcommittees and provides subcommittees may be formed for the purpose of policy review and discussion for the purpose of making recommendations to the Council as a whole. Section 20.1 also provides that "[s]ubcommittees generally involve three or fewer councilmembers and therefore are not subject to the Open Public Meetings Act."

City Administrator Gene Brazel and Human Resources Director Anya Warrington will be available to provide information and resources to the subcommittee to review and consider in making their recommendation to the Council.

Any recommendations for change in the mayor's position would be voted upon by the full Council. Any adjustments in salary are determined independently by the Salary Commission as provided for in LSMC 2.51.050.

APPLICABLE CITY POLICIES: Council Rules of Procedure, LSMC 2.08.010 and 2.51.050

BUDGET IMPACT: TBD

ATTACHMENTS: None.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: July 14, 2020

Subject: Naming of 18th Street

Contact	Gene Brazel	Budget	
Person/Department:	<u>City Administrator</u>	Impact:	<u>N/A</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Designate 18th Street NE as Mill Spur.

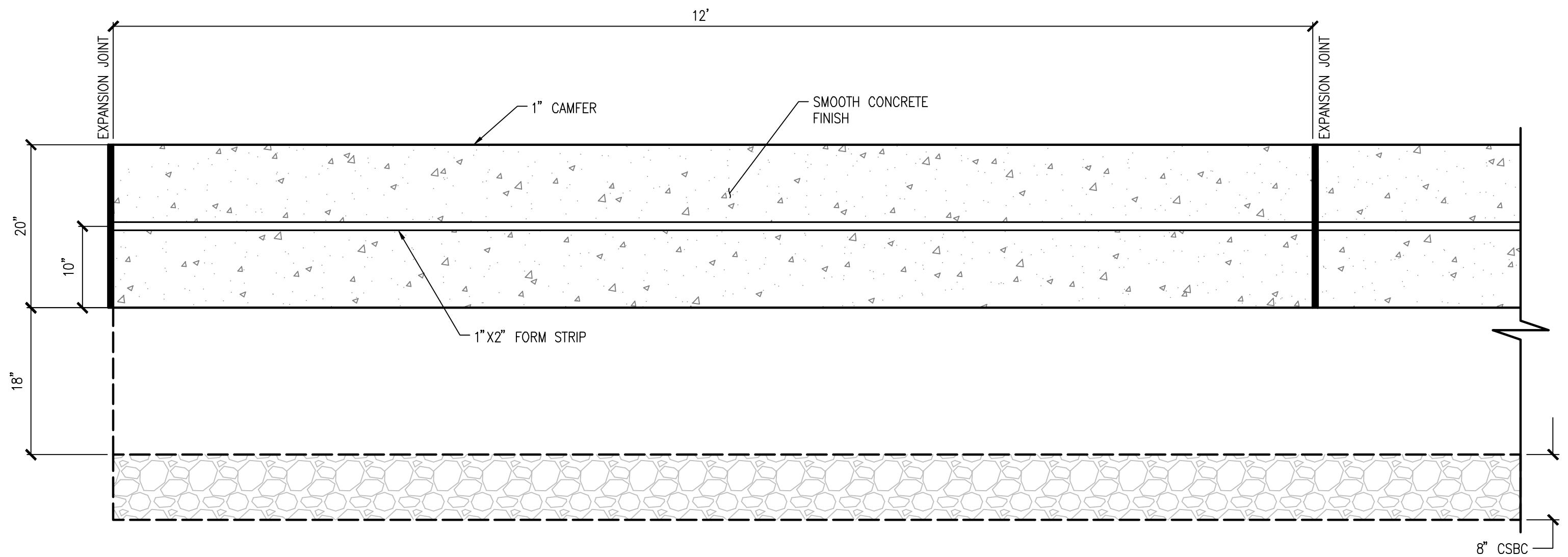
SUMMARY/BACKGROUND: At the July 7, 2020 Special Meeting four names were proposed to Council to identify 18th Street NE as part of the North Cove Park Phases II project. All of the names presented have cultural and historical significance to the downtown area. There was general consensus of Council to designate 18th Street NE as Mill Spur Way. Attached is a conceptual drawing of the gateway signage with the name “Mill Spur Way.” As the City previously recognized the contributions of Frank McDaniel to the city by dedicating and naming the sidewalk area in front of North Cove Park “Frank’s Way,” staff proposes simply naming the 18th Street entryway “Mill Spur.”

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: TBD

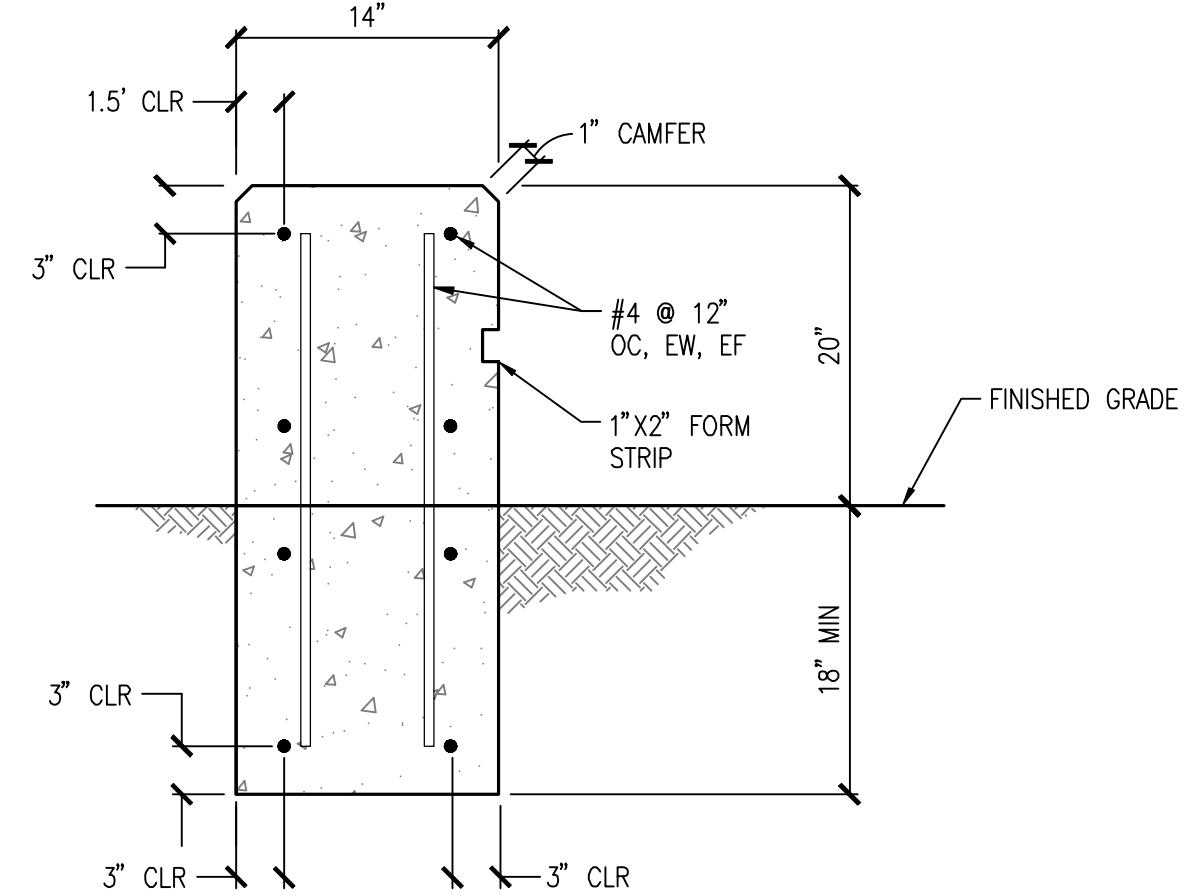
ATTACHMENTS: Conceptual Drawing

A PORTION OF THE SE 1/4 OF THE NW 1/4 OF SEC 8, TWN 29 N, RGE 6 E, W.M., SNOHOMISH, WASHINGTON



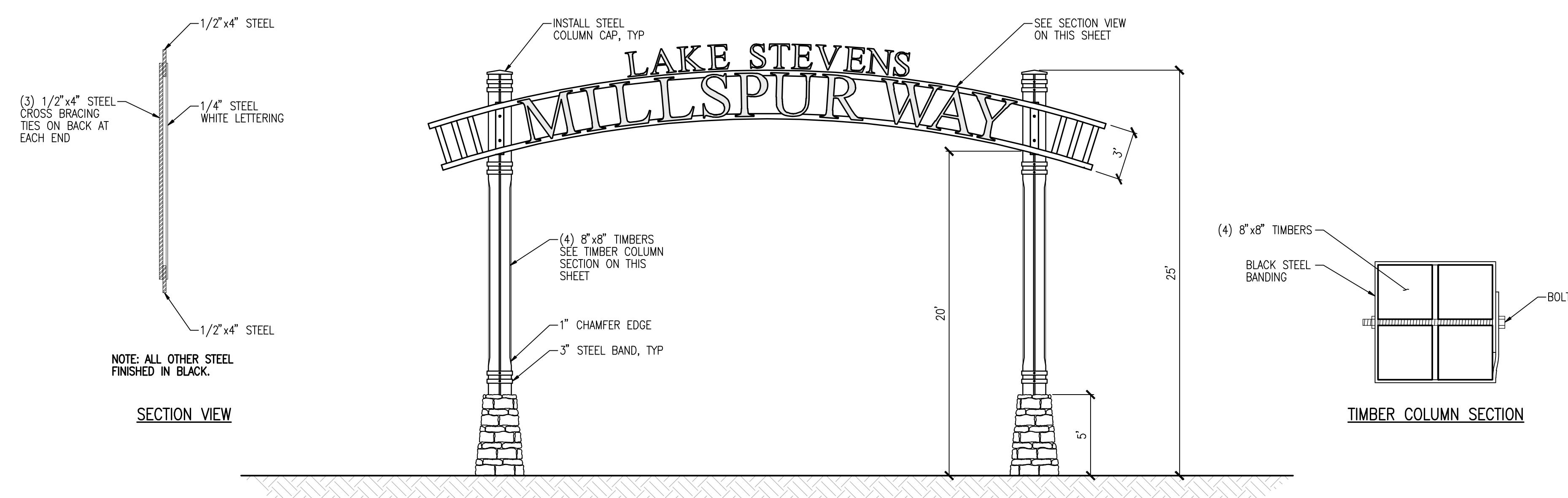
ARCHITECTURAL 20" TALL X 14" WIDE SMOOTH FINISH SEAT WALL DETAIL

NOT TO SCALE



SEAT WALL REINFORCEMENT DETAIL

CALE



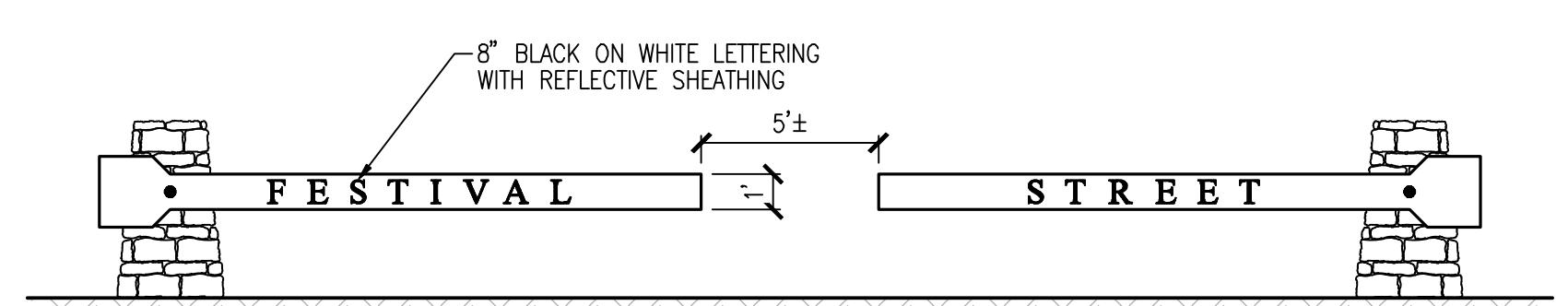
GATEWAY SIGN DETAIL

EWAY SIDE



OPEN STREET GATE DETAIL

GATE DE



CLOSED STREET GATE DETAIL

GATED



SECTION 10 CONSTRUCTION DRAWING REVIEW ACKNOWLEDGMENT

THIS PLAN SHEET HAS BEEN REVIEWED AND EVALUATED FOR GENERAL COMPLIANCE WITH THE APPLICABLE CITY OF LAKE STEVENS CODES AND ORDINANCES. CONFORMANCE OF THIS DESIGN WITH ALL APPLICABLE LAWS AND REGULATIONS IS THE FULL AND COMPLETE RESPONSIBILITY OF THE LICENSED DESIGN ENGINEER, WHOSE STAMP AND SIGNATURE APPEAR ON THIS SHEET. ACKNOWLEDGMENT OF CONSTRUCTION DRAWING REVIEW DOES NOT IMPLY CITY APPROVAL FOR CONSTRUCTION ACTIVITIES THAT REQUIRED OTHER COUNTY, STATE OR FEDERAL PERMIT REVIEW AND APPROVAL. THE PROPERTY OWNER AND LICENSED DESIGN ENGINEER SHALL BE RESPONSIBLE FOR THE ACQUISITION AND COMPLIANCE OF ALL APPLICABLE PERMITS OR AUTHORIZATIONS THAT MAY INCLUDE, BUT ARE NOT LIMITED TO, WDFW HYDRAULIC PROJECT APPROVAL (HPA), WASHINGTON STATE ECOLOGY'S NOTICE OF INTENT (NOI), NPDES CONSTRUCTION STORMWATER GENERAL PERMIT, ALL U.S. ARMY CORPS OF ENGINEERS FILL PERMITS, AND THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT.

BY: _____

JOB NUMBER: C20-1
DRAWING NAME: C20122C-RD-1
DESIGNER: D
DRAFTING BY: B
DATE: 5-22-
SCALE: AS NOT
URISDICTION: LAKE STEVE

DT-06



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: July 14, 20

Subject: Public Works Organizational Structure

Contact	Eric Durpos/Public Works	Budget	Estimated
Person/Department:	<u>Anya Warrington/Human Resources</u>	Impact:	<u>\$16,607</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Discussion; action to be requested at future council meeting

SUMMARY/BACKGROUND:

In 2018, a reorganization of the Public Works Department was proposed to Council, which was supported. This resulted in Phase 1 of the plan to be executed, in which the PW Operations Manager position was established and hired. Phase 2 was meant to occur shortly after, adding 2 new PW Field Supervisors to support the PW Operations Manager, however this was inadvertently not brought back to Council for approval. Today, we are requesting to revisit the organizational structure of the Public Works Department in order to provide better support and efficiencies in operations, which is in line with Council's request of strategic planning at the 2020 Council Retreat.

The current organizational structure in Public Works includes 1 Director with 8 direct reports, a City Engineer with 2 direct reports and a PW Operations Manager with 22 direct reports (not including seasonals) (Exhibit A). The current structure under the PW Operations Manager is outside of a supervisory best practice of 5-7 direct reports, without taking into account direct level responsibilities that are in addition to the supervisory duties.

In considering organizational changes, we kept in mind the on-going infrastructure replacement/repair/maintenance and the large number of projects to manage, which has caused us to pay Crew Workers as an out of class Crew Leader for nearly a year. The proposed organizational structure (Exhibit B) takes those considerations into account, allows for employee development, more structured oversight/supervision, and overall more support. An overview of the roles of lead, supervisor and manager are attached for reference (Exhibit C).

Immediately, we are requesting to establish and hire (1) PW Field Supervisor, (1) Crew Leader for Parks, and to reclassify the Capital Projects Coordinator to Manager. This is all funded by eliminating (1) Crew Worker II and (2) Crew Worker I positions, which are vacant. These positions will be used to offset the new positions. The combined proposed changes for immediate action would approximately cost \$16,607. Additionally, we will be deferring the hire of the GIS Analyst position that was budgeted for 2020, until summer 2021.

We will also discuss the strategic plan moving forward over the next 5 years for the Public Works Department.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: Estimated \$16, 607

ATTACHMENTS:

- Exhibit A – Current Public Works organizational structure
- Exhibit B – Proposed Public Works organizational structure
- Exhibit C – Lead-Supervisor-Manager Role Distinctions

EXHIBIT A

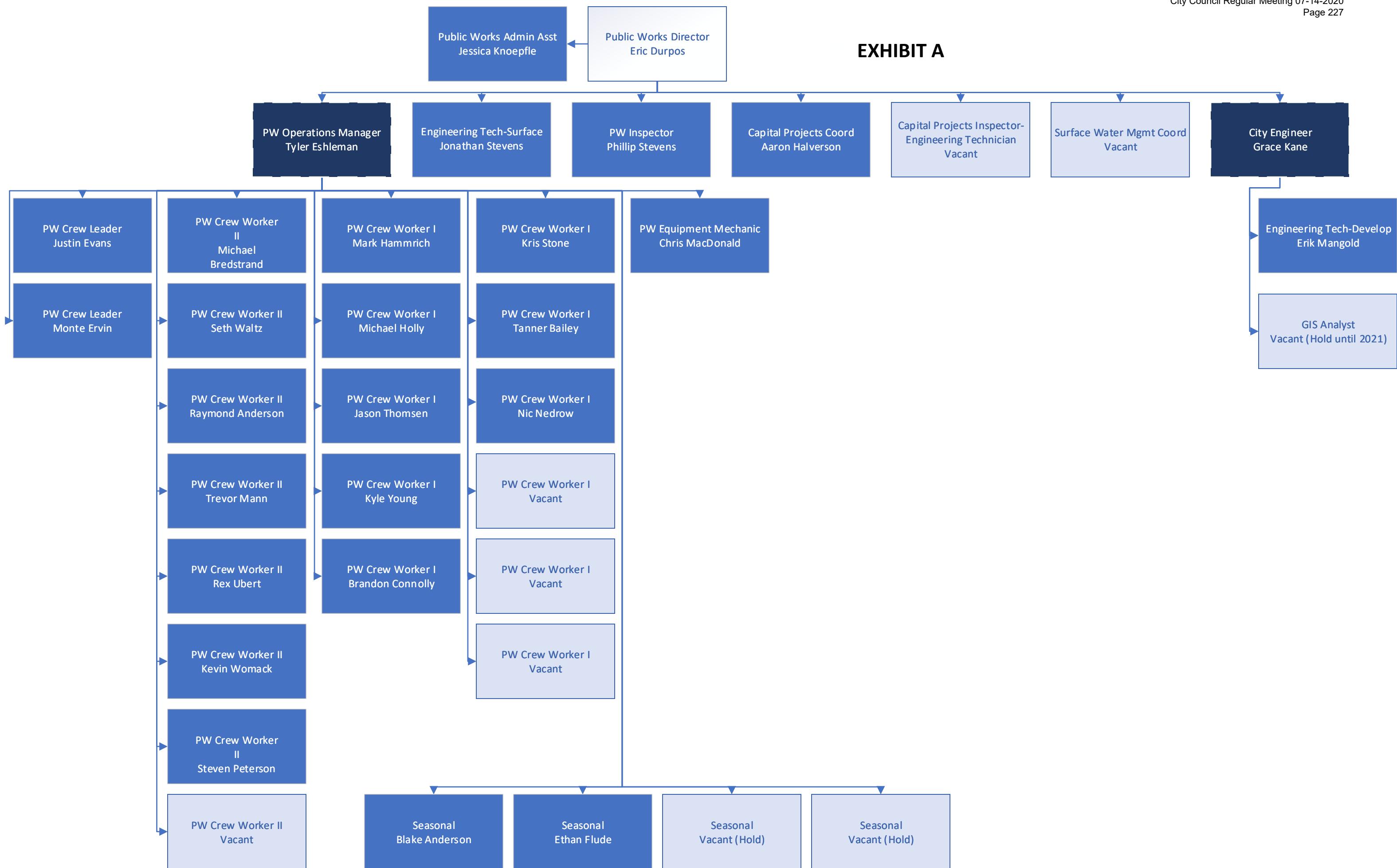
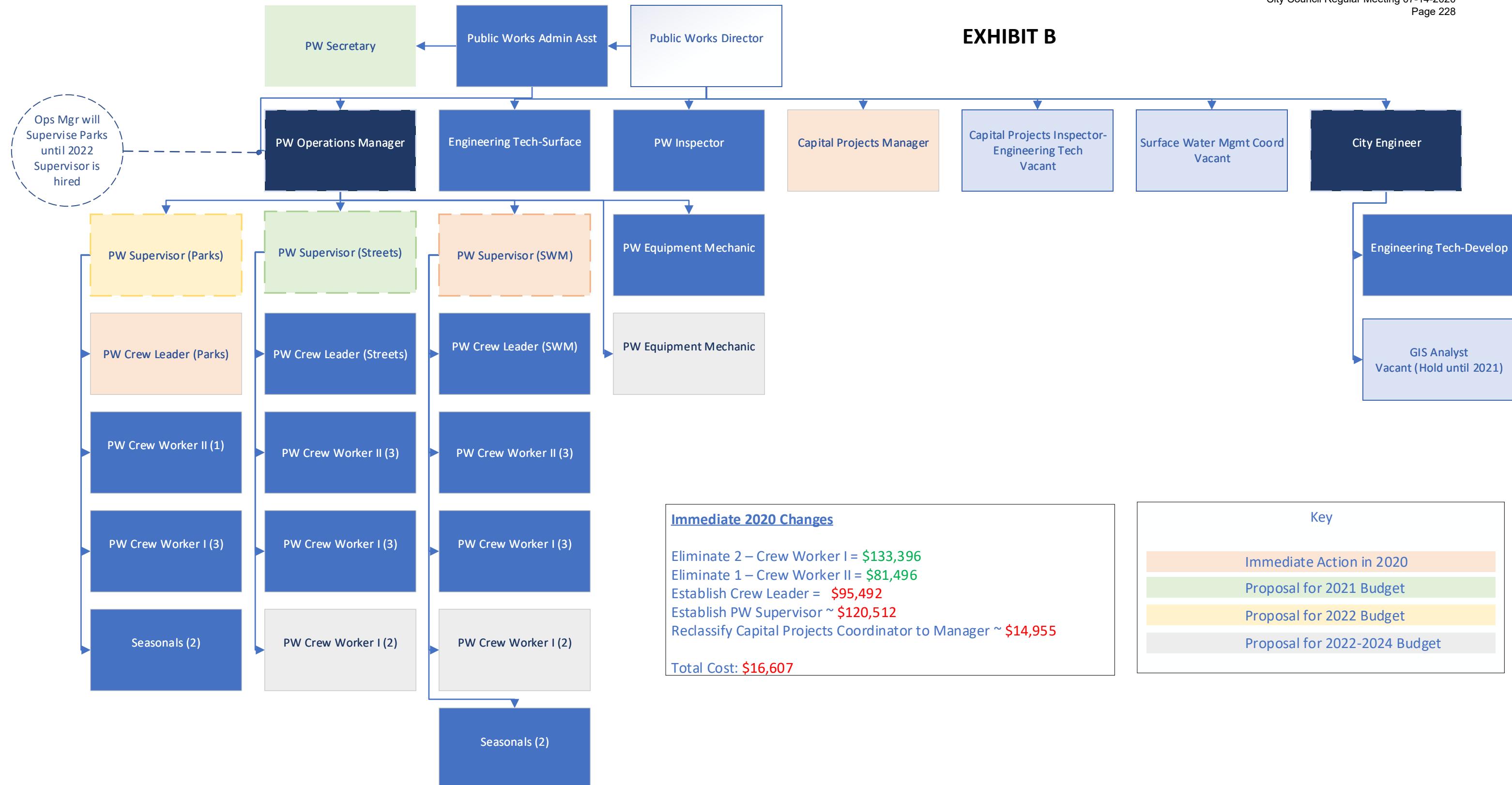


EXHIBIT B



Lead-Supervisor-Manager Role Distinctions

The following information is to be used as a resource and guide for understanding or explaining key differences between leads, supervisors and managers. There are nuances between and within each classification, so this document should not be considered an “absolute” in defining the roles.

Lead – A working leader assigned for a specified project or period of time who may assign or re-align work to ensure it is completed. This includes developing a timeline for the project and delegating the individual components to members of the team, including him/herself; the lead is accountable to the success of the project. The lead often provides information and periodic updates to the supervisor on the team’s progress. Should a conflict arise, the lead must work with team members to solve the conflict quickly and effectively. A lead may also be a classification designated due to advanced or specialized body of knowledge, such as a lead crew worker, without being assigned to a specific project or limited timeframe. A lead worker may assist in some supervisory functions, such as preparing or offering input rather than making determinations. Interaction with budget is limited to knowledge of the budget and input for certain line items of assigned work group or project.

Leads are a member of the work group and will perform the same kind of work that the others in the work group does. Leads usually report directly to a supervisor.

Supervisor – A supervisor is more internally focused and typically on the division to which they are assigned, and more process- and activity-oriented than the managers. A supervisor is responsible for the day-to-day operations (individuals and tasks) of a work group with a significant role in deciding how to do the work and to ensure employees are executing directives and plans provided by the manager, working toward a common goal, remaining productive, and avoiding conflict and negative competition. A supervisor will provide input to the manager for his/her assigned work group’s goals and objectives. A supervisor is also responsible for delivering the city’s message in order to carry out the vision of the department and city.

A supervisor has authority over 2 or more assigned employees and exercises independent judgement to effectively recommend hiring/promotion, provide performance evaluations, coaching and mentoring, corrective action of assigned employees in the form of oral and written reprimands, ability to adjust grievances within his/her scope; supervisors do not have authority to provide punitive disciplinary actions. While supervisors may not directly hire or promote employees, their recommendations carry considerable weight. Supervisors provide recommendations to the budget(s) to which they are assigned and review assigned budget(s) periodically to ensure accuracy. A supervisor may be assigned accountability of one or more grants. A supervisor may also be assigned to a role in collective bargaining in support of the city’s message.

Supervisors may perform the same kind of work that his/her subordinates do. Supervisors usually report directly to a manager; however, in some cases, may report to a department director.

Manager – A manager is responsible for making significant decisions on his/her assigned division(s): its purpose, functions and roles, establishing goals and objectives; and to carry out the vision of the department and city. A person having an external focus to the world outside the division. The position will usually have supervisory responsibilities to include the decision to hire/promote, provide performance evaluations, coaching and mentoring, corrective action, provide disciplinary action (punitive: demotion, suspension) and recommend termination to director. A manager is responsible for making commitments and decisions to assigned budget(s).

Managers generally do not perform the daily work of the division as a regular part of his/her work, but s/he may do so on an exception basis or in resolving the most difficult problems facing the division. Managers generally report to department directors or above.

Managers are more strategic and focus on determining ‘what’ their division does (i.e., purpose, function and roles) and in doing so in a manner that furthers the city’s larger goals. Supervisors are more tactical and focus on determining ‘how’ their work unit accomplishes its goals.

Overview:

Functions	Lead	Supervisor	Manager
Budget Responsibility	None (knowledge of certain line items in a budget or grant)	Provide input and recommendations for assigned work group; periodic review of revenue and expenses; may participate in annual budget process as an observer. May be assigned accountability for grant(s)	Responsible for assigned program(s)'s budget and grants
Goals & Objectives	Provide general input regarding a project	Provide specific/tactical input regarding the assigned work group	Responsible for assigned program goals & objectives and strategic alignment with department and city goals
Hiring/Promotion Decisions	May participate on interview panels	Depending on situation, may be responsible for hiring <i>or</i> may provide recommendation for hire or promotion	Responsible for hiring/promoting
Performance Evaluations	May provide input on co-worker's performance	Determines subordinate's performance ratings, prepares and delivers evaluations; provides coaching, counseling and managing of underperformers	Determines subordinate's performance ratings, prepares and delivers evaluations; provides coaching, counseling and managing of underperformers; responsible for evaluations produced by subordinate supervisors
Classification/Compensation	None	Provide recommendation for classification review; provide input for job duties, as well as knowledge, skills, abilities, education and experience	Responsible for requesting reclassification and providing accurate classification analysis of duties, KSAs, education and experience
Resolving Grievances & Complaints	None	Authority to resolve issues at lowest level, up to written reprimand; provide input and support to higher level grievances/complaints	Responsible for resolving grievances and complaints up to suspension; provide recommendation for termination to director

Functions	Lead	Supervisor	Manager
Disciplinary Actions			
Oral & Written Reprimand	None	Within authority	Within authority
Demotion	None	Input	Within authority
Suspension	None	Input	Within authority
Termination	None	Input	Provide recommendation
Determining Work Load & Assignments	Limited to re-assigning based on project needs and deadlines with acknowledgment from supervisor; reports to supervisor regarding status of work flow	Responsible for assigning work to individual; distributing workload; setting work quality expectations and deadlines in order to meet goals, timelines; collaborate with other work groups as needed	Responsible for setting direction and priorities; providing resources to accomplish goals
Providing Technical Direction	Provides advice and assistance on work techniques, best practices, and subject matter expertise to co-workers	Provides direction, advice and assistance on work techniques, best practices, and subject matter expertise to subordinates	Provides direction, advice and assistance on work techniques, best practices, and subject matter expertise to subordinates
Approving Leave	None	Approves leave and time away from work for subordinates	Approves leave and time away from work for subordinates