



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 REGULAR MEETING AGENDA REMOTE ACCESS ONLY – VIA ZOOM

Tuesday, May 25, 2021

Join Zoom Meeting: <https://us02web.zoom.us/j/81159258070>

Or call in at: (253) 215 8782, Meeting ID: 811 5925 8070

CALL TO ORDER		Mayor
PLEDGE OF ALLEGIANCE		Mayor
ROLL CALL		City Clerk
APPROVAL OF AGENDA		Council President
CITIZEN COMMENTS		Mayor
COUNCIL BUSINESS	A Pride Month – June, 2021	Council President
MAYOR'S BUSINESS		Mayor
CITY DEPARTMENT REPORT		Gene
CONSENT AGENDA	B Vouchers	Barb
	C Council Meeting Minutes of May 4, 2021	Kelly
	D Council Meeting Minutes of May 11, 2021	Kelly
	E Ordinance 1120 Amending Ordinance 1108 Recitals Only	Greg
	F Professional Services Agreement with AquaTechnex LLC for Lake Management	Shannon
	G SR9 & South Lake Stevens Roundabout Agreement with WSDOT	Eric
ACTION ITEMS	H Finance Department Reorganization	Barb
	I Community Advisory Council	Mayor
EXECUTIVE SESSION (Confidential Session)	J Per RCW 42.30.110 1 (f) Performance of a Public Employee	Mayor/Council

ADJOURN

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 recorded, except Executive Sessions.



Proclamation

A PROCLAMATION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LAKE STEVENS CELEBRATING OUR LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, QUESTIONING, INTERSEX, ASEXUAL, ALLY AND 2 SPIRIT (LGBTQIAA2, or LGBTQ+) COMMUNITY BY DECLARING THE MONTH OF JUNE PRIDE MONTH, AFFIRMING THAT LGBTQ+ RIGHTS ARE HUMAN RIGHTS

WHEREAS the Lake Stevens City government is committed to celebrating the diversity of our growing city; and

WHEREAS the month of June is celebrated throughout our nation, commemorating the Stonewall Uprising that occurred June 28th, 1969 in opposition to police harassment, marking the beginning of the LGBTQ+ rights movement; and

WHEREAS on June 26th, 2015 the Supreme Court granted same-sex individuals the right to marry in the Obergefell v. Hodges decision, recognizing that the sanctity of marriage is the right of all to pursue regardless of sexual orientation; and

WHEREAS despite national progress, the LGBTQ+ community continues to face discrimination, harassment, disparity in healthcare, housing and employment, and the denial of basic human rights; and

WHEREAS the LGBTQ+ community continues to be vulnerable to violence, homelessness and death, as the CDC indicates 1/3 of LGB youth attempted suicide last year, compared to 6% of their heterosexual peers, and the UCLA Williams Institute indicates sexual minority adults are twice as likely as the general population to have experienced homelessness in their lifetime; and

WHEREAS members of the LGBTQ+ population reside throughout our city, are employed by our city, are our neighbors, our teachers, our first responders, our business owners, our youth, our friends and our family, and these community members deserve to live without fear of discrimination, prejudice or violence; and

WHEREAS the City of Lake Stevens strives to be an employer who is committed to creating an environment that is inclusive and equitable and free from discrimination and harassment, and desires opportunities to celebrate the growing diversity in our city.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Lake Stevens hereby declare June 2021 as LGBTQ+ Pride Month and commit to engaging in action that increases the safety, security and freedom of each of their LGBTQ+ citizens.

Brett Gailey, Mayor
Lake Stevens, Washington
United States of America

BLANKET VOUCHER APPROVAL
2021

Payroll Direct Deposits	5/10/2021	\$250,229.31
Payroll Checks	53159-53160	\$3,618.40
Electronic Funds Transfers	ACH	\$326,395.66
Claims	53161-53169, 53170-53254	\$244,889.01
Void Checks		
Total Vouchers Approved:		\$825,132.38

This 25th day of May 2021

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

May 25th, 2021



City Expenditures by Type on this voucher packet

Personnel Costs	\$	253,848	31%
Payroll Federal Taxes	\$	92,051	11%
Retirement Benefits - Employer	\$	64,872	8%
Medical Benefits - Employer	\$	157,373	19%
Other Employer paid Benefits	\$	4,509	1%
Employee paid benefits - By Payroll	\$	20,445	2%
Supplies	\$	59,450	7%
Reimbursements	\$	200	0%
Professional Services *	\$	156,453	19%
Capital	\$	15,930	2%
Debt Payments	\$	-	0%
Void Check			0.0%
Total	\$	825,132.38	100%

Large Purchases

* Police Sliding Security Gate \$16,977



Total for Period
\$571,284.67

Checks to be approved for period 05/06/2021 - 05/19/2021

Vendor: AAA of Everett
Check Number: 53170

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EV161312	5/19/2021	001 008 521 50 48 00	LE-Facility Repair & Maint	Fire Extinguisher Service PD	\$740.11
					\$740.11

Vendor: Ace Hardware
Check Number: 53171

Invoice No	Check Date	Account Number	Account Name	Description	Amount
69540	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Fasteners	\$78.77
69545	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Fasteners	\$14.74
69547	5/19/2021	410 016 531 10 31 02	SW-Operating Costs	Fasteners	\$27.16
69606	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Dust Pan/Pushbroom	\$75.17
69653	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Wire Connector/Silicone II Clear	\$27.11
69665	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Coupling/Shrub Nozzle/PVC Tee	\$21.93
69710	5/19/2021	101 016 544 90 31 02	ST-Operating Cost	Torch Head/Cylinder Propane	\$28.32
69720	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Graffiti Removal	\$32.67
69723	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Wire Connector/Lamp	\$41.61
69760	5/19/2021	001 013 518 20 31 00	GG-Operating Costs	SB Slip Coupling	\$16.67
69764	5/19/2021	001 013 518 20 31 00	GG-Operating Costs	SB Slip Coupling/Pipe Cutter	\$41.40
69813	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Trowel/Seal Tape	\$24.62
69819	5/19/2021	101 016 544 90 31 02	ST-Operating Cost	Clamp	\$40.80
69836	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	PVC Plugs	\$22.28
69932	5/19/2021	001 008 521 20 31 02	LE-Minor Equipment	Rubber Mallet/Finish Nails	\$21.78
69975	5/19/2021	001 008 521 50 30 00	LE-Facilities Supplies	Paper Towels	\$143.62
70017	5/19/2021	001 008 521 50 30 00	LE-Facilities Supplies	Paper Towels/Disinfectant/Trash Bags/Bleach/Duster/Cleaners	\$614.44
70020	5/19/2021	001 008 521 50 30 00	LE-Facilities Supplies	Disinfectant Return	(\$40.88)
70021	5/19/2021	001 008 521 50 30 00	LE-Facilities Supplies	Sprayer	\$10.88
					\$1,243.09

Vendor: AFLAC
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051021	5/12/2021	001 000 284 00 00 00	Payroll Liability Other	Employee paid Insurance Prem	\$1,037.42
					\$1,037.42

Vendor: Alaska Copper & Brass Co
Check Number: 53172

Invoice No	Check Date	Account Number	Account Name	Description	Amount
726049-1	5/19/2021	001 007 558 70 31 00	PL - Citywide Beautification	Alum Pipe/Tubing	\$10,834.60
					\$10,834.60

Vendor: All Battery Sales and Service
Check Number: 53173

Invoice No	Check Date	Account Number	Account Name	Description	Amount
681678	5/19/2021	101 016 544 90 31 02	ST-Operating Cost	Core Change	\$258.27
681678	5/19/2021	410 016 531 10 31 02	SW-Operating Costs	Core Change	\$258.27
					\$516.54

Vendor: Amazon Capital Services

Check Number: 53174

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19X6-F3XG-11G4	5/19/2021	001 007 559 30 31 00	PB-Office Supplies	Chair for Code Enforcement Officer	\$175.48
1GXY-LTG9-1KWN	5/19/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Lenovo ThinkPad USB-C Dock	\$177.66
1J1G-XMF3-7Q1Y	5/19/2021	001 008 521 20 31 00	LE-Office Supplies	USB to HDMI Cable/Card Organizer	\$52.54
1KDR-JRCD-R117	5/19/2021	001 005 518 10 31 00	HR-Office Supplies	Flash Drive for Large Video Files	\$43.52
1L9Q-RVJG-1R3V	5/19/2021	001 007 571 00 30 00	PL-Park & Recreation	Small Mini Green Flags on Sticks	\$15.24
1PWG-XV1K-1M9Y	5/19/2021	410 016 531 10 31 02	SW-Operating Costs	Camera Case	\$314.96
1YPT-XPFL-HND4	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Deck Light Kits	\$358.54
					\$1,137.94

Vendor: Assoc of Washington Cities EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051021	5/12/2021	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	\$154,896.26
051021	5/12/2021	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium	(\$0.65)
					\$154,895.61

Vendor: Atcom Services Inc

Check Number: 53175

Invoice No	Check Date	Account Number	Account Name	Description	Amount
145092	5/19/2021	510 006 594 18 64 00	Capital - Purch Computer Equip	Fiber Custom Indoor/Outdoor Multimode	\$489.08
					\$489.08

Vendor: Barnes

Check Number: 53176

Invoice No	Check Date	Account Number	Account Name	Description	Amount
060821 BARNES	5/19/2021	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals NAFTO Conf/Spokane - Barnes	\$211.00
					\$211.00

Vendor: Beazizo

Check Number: 53177

Invoice No	Check Date	Account Number	Account Name	Description	Amount
BEAZIZO TUITION	5/19/2021	001 008 521 40 49 05	LE-Tuition Program	Tuition Reimbursement - Beazizo	\$750.00
					\$750.00

Vendor: BeyondTrust Corporation

Check Number: 53178

Invoice No	Check Date	Account Number	Account Name	Description	Amount
IN0044776	5/19/2021	510 006 518 80 49 25	LR - Bomgar Cloud Remote Admin	Bomgar Annual Cloud License	\$2,618.01
					\$2,618.01

Vendor: Business Card

Check Number: 53179

Invoice No	Check Date	Account Number	Account Name	Description	Amount
BROOKS 0521	5/19/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Transcription Services 2020-3406	\$242.00
CHELIN 0521	5/19/2021	001 013 518 20 41 00	GG-Professional Service	Zoom - Standard Monthly/Webinar 04-2021	\$261.49
CHELIN 0521	5/19/2021	001 013 518 20 41 00	GG-Professional Service	Zoom - Standard Monthly/Webinar 05-2021	\$261.49
DREHER 0521	5/19/2021	001 008 521 20 31 00	LE-Office Supplies	Glue/Markers	\$7.06
DREHER 0521	5/19/2021	001 008 521 20 31 00	LE-Office Supplies	WooZoo Fan	\$27.31
DREHER 0521	5/19/2021	001 008 521 20 31 01	LE-Fixed Minor Equipment	Powder Training Projectiles	\$596.75
DREHER 0521	5/19/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Local Broadcast TV Monthly Donation Charges	\$5.50
DREHER 0521	5/19/2021	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - Narcotics Conf - Michael	\$695.96
DREHER 0521	5/19/2021	001 008 521 40 49 01	LE-Registration Fees	Registration - Intro to Crime Scene Investigations - Christensen	\$99.00
DURPOS 0521	5/19/2021	410 016 531 10 49 01	SW-Staff Development	Registration - CESCL Cert Training - Caswell	\$250.00

ESHLEMAN 0521	5/19/2021	001 010 576 80 45 00	PK-Equipment Rental	Stump Grinder Rental	\$354.90
ESHLEMAN 0521	5/19/2021	309 016 595 61 63 01	Sidewalk Construction	Concrete 04/15	\$976.47
ESHLEMAN 0521	5/19/2021	309 016 595 61 63 01	Sidewalk Construction	Concrete 04/16	\$976.47
ESHLEMAN 0521	5/19/2021	309 016 595 61 63 01	Sidewalk Construction	Concrete 04/22	\$855.92
HINGTGEN 0521	5/19/2021	001 008 521 20 31 01	LE-Fixed Minor Equipment	Weapons Magazines	\$357.97
STEVENS B 0521	5/19/2021	001 003 514 20 49 00	CC-Miscellaneous	WMCA Membership - Crim	\$75.00
STEVENS T 0521	5/19/2021	001 006 518 80 48 00	IT-Repair & Maintenance	Shipping FSCOM	\$83.55
STEVENS T 0521	5/19/2021	510 006 518 80 49 17	LR - .GOV Domain	Annual DotGov Domain	\$400.00
STEVENS T 0521	5/19/2021	510 006 518 80 49 18	LR - Microsoft Enterprise Agmt	Microsoft Online Services	\$288.00
UBERT 0521	5/19/2021	001 008 521 20 31 00	LE-Office Supplies	Lamination Services - COVID Outside Door System	\$104.83
UBERT 0521	5/19/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Survey Monkey - Advantage Annual Plan	\$418.56
UBERT 0521	5/19/2021	001 008 521 20 49 00	LE-Dues & Memberships	FBI-LEEDA Membership - Ubert	\$50.00
UBERT 0521	5/19/2021	001 008 521 20 49 00	LE-Dues & Memberships	IACA Membership - LeBlanc	\$25.00
UBERT 0521	5/19/2021	001 008 521 40 49 01	LE-Registration Fees	Registration - Crime Analysis for Small Jurisdictions - LeBlanc	\$395.00
WARRINGTON 0521	5/19/2021	001 005 518 10 41 00	HR-Professional Services	AWC 5-pack Job Posting Bundle	\$200.00
WARRINGTON 0521	5/19/2021	001 005 518 10 49 00	HR-Miscellaneous	Coffee - City Lean Six Sigma Training 04/17	\$24.80
WARRINGTON 0521	5/19/2021	001 005 518 10 49 00	HR-Miscellaneous	Coffee - City Lean Six Sigma Training 04/21	\$21.70
WARRINGTON 0521	5/19/2021	001 005 518 10 49 00	HR-Miscellaneous	Coffee - City Lean Six Sigma Training 04/28	\$21.70
WARRINGTON 0521	5/19/2021	001 005 518 10 49 01	HR-Staff Development	Registration - LERA Conference - Warrington	\$75.00
WARRINGTON 0521	5/19/2021	101 016 542 30 41 02	ST-Professional Service	Job Posting	\$212.50
WARRINGTON 0521	5/19/2021	410 016 531 10 41 01	SW-Professional Services	Job Posting	\$212.50
WRIGHT 0521	5/19/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers - LUA2020-0182 SEPA	\$16.38
WRIGHT 0521	5/19/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers - LUA2021-0029 Tremmel Short Plat	\$26.40
WRIGHT 0521	5/19/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers - LUA2021-0030 NOA	\$28.17
WRIGHT 0521	5/19/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers - LUA2021-0043 Cavalero Final Plat	\$74.21
WRIGHT 0521	5/19/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers - Pellerin II Final Plat	\$72.64

\$8,794.23

Vendor: Caracal Enterprises LLC
Check Number: 53180

Invoice No	Check Date	Account Number	Account Name	Description	Amount
126651	5/19/2021	001 010 576 80 31 10	PK - Boat Launch Expenses	North Cove Boat Launch Fee Machine Annual Service	\$1,438.80

\$1,438.80

Vendor: CDW Government Inc
Check Number: 53181

Invoice No	Check Date	Account Number	Account Name	Description	Amount
B967739	5/19/2021	001 008 521 20 31 00	LE-Office Supplies	Viewsonic Monitors	\$252.42
C388824	5/19/2021	510 006 518 80 49 18	LR - Microsoft Enterprise Agmt	Microsoft 365	\$7,182.99
C39434	5/19/2021	510 006 594 18 64 00	Capital - Purch Computer Equip	Genetec Omnicast Pro	\$2,136.82
C592764	5/19/2021	306 000 594 21 60 00	Police Dept Project Account	Credit - Shure Combo Wireless System Auto Scan - IT	(\$935.10)
C624441	5/19/2021	306 000 594 21 60 00	Police Dept Project Account	Credit - Ceiling Speakers	(\$165.90)
C624448	5/19/2021	306 000 594 21 60 00	Police Dept Project Account	Credit - Tripp Arm Mount Panels	(\$136.87)
C754341	5/19/2021	306 000 594 21 60 00	Police Dept Project Account	Credit - Axis Recessed Mount	(\$127.98)

\$8,206.38

Vendor: Central Welding Supply Co Inc
Check Number: 53182

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EV291587	5/19/2021	410 016 531 10 31 02	SW-Operating Costs	Gloves/Propane	\$125.74
RN04210982	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Argon Gas/Propane	\$11.07
RN04210982	5/19/2021	101 016 544 90 31 02	ST-Operating Cost	Argon Gas/Propane	\$11.07
RN04210982	5/19/2021	410 016 531 10 31 02	SW-Operating Costs	Argon Gas/Propane	\$11.07

\$158.95

Vendor: Cintas Loc 460
Check Number: 53183

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4082929589	5/19/2021	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	\$93.39
4082929589	5/19/2021	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	\$93.39
4082929589	5/19/2021	410 016 531 10 41 01	SW-Professional Services	PW Uniform Service	\$93.40
4083602057	5/19/2021	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	\$99.83
4083602057	5/19/2021	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	\$99.83
4083602057	5/19/2021	410 016 531 10 41 01	SW-Professional Services	PW Uniform Service	\$99.84

\$579.68

Vendor: City of Everett
Check Number: 53184

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I21002352	5/19/2021	410 016 531 10 31 02	SW-Operating Costs	Fecal Coliform Analysis	\$99.00
I21002517	5/19/2021	001 008 554 30 41 00	LE - Animal Control	Animal Control Services 03-2021	\$880.00

\$979.00

Vendor: City of Marysville
Check Number: 53185

Invoice No	Check Date	Account Number	Account Name	Description	Amount
LKS21-004	5/19/2021	001 013 512 50 41 00	GG-Municipal Court Fees	Marysville Court Citations 04-2021	\$10,634.08
POLIN21-0015	5/19/2021	001 008 523 60 41 00	LE-Jail	Prisoner Housing SCORE/Transport Fee 04-2021	\$192.84

\$10,826.92

Vendor: Comcast
Check Number: 53186

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0421 COMCAST	5/19/2021	001 008 521 20 42 00	LE-Communication	Internet Services - N Lakeshore Dr	\$146.19
0421 COMCAST	5/19/2021	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	\$136.19
0421 COMCAST	5/19/2021	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	\$155.01

\$437.39

Vendor: Comdata Inc
Check Number: 53187

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20353658	5/19/2021	001 008 521 20 32 00	LE-Fuel	PD Fuel	\$2,463.26

\$2,463.26

Vendor: Cory De Jong and Sons Inc
Check Number: 53188

Invoice No	Check Date	Account Number	Account Name	Description	Amount
P309251	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Mulch/Play Chips	\$355.89
P313526	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	All Purpose Soil	\$90.74
P313556	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Mulch	\$208.46
P313558	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Mulch	\$208.46
P313559	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Mulch	\$208.46
P313563	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Mulch	\$667.08

\$1,739.09

Vendor: Databar Inc
Check Number: 53189

Invoice No	Check Date	Account Number	Account Name	Description	Amount
250442	5/19/2021	001 004 514 23 31 00	FI-Office Supplies	ultripurpose Checks	\$525.57

\$525.57

Vendor: Dataquest LLC
Check Number: 53190

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14725	5/19/2021	001 007 558 50 41 00	PL-Professional Servic	Background Checks - New Employees	\$79.50
14725	5/19/2021	001 007 571 00 30 00	PL-Park & Recreation	Background Checks - New Employees	\$117.00
					\$196.50

Vendor: Dept Graphics
Check Number: 53191

Invoice No	Check Date	Account Number	Account Name	Description	Amount
11112	5/19/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Graphics Install PT-19-83	\$713.70
					\$713.70

Vendor: Dept of Retirement (Deferred Comp)
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051021	5/12/2021	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,690.00
					\$2,690.00

Vendor: Dept of Retirement PERS LEOFF
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051021	5/12/2021	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$64,650.57
051021S	5/12/2021	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions State	\$221.36
					\$64,871.93

Vendor: Dicks Towing Inc
Check Number: 53192

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18159787	5/19/2021	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2021-09647	\$126.27
					\$126.27

Vendor: Dylan
Check Number: 53193

Invoice No	Check Date	Account Number	Account Name	Description	Amount
050121 MOCKINGJ	5/19/2021	001 007 571 00 30 00	PL-Park & Recreation	MarketWurks Farmers Market Software	\$1,000.00
					\$1,000.00

Vendor: EFTPS
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051021	5/12/2021	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$92,051.06
					\$92,051.06

Vendor: Eglestad
Check Number: 53194

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051021 EGLESTAD	5/19/2021	001 000 382 10 00 01	The Mill - Deposit	Damage Deposit Refund - The Mill The Stack - Eglestad	\$100.00
					\$100.00

Vendor: Electronic Business Machines
Check Number: 53195

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR191549	5/19/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Copier Repair & Maintenance PD	\$51.48
					\$51.48

Vendor: Everett Bayside Marine

Check Number: 53196

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1-47049	5/19/2021	411 016 594 31 60 02	SWC - Capital Purchases	Repair Work Stormwater Boat	\$5,614.88
					\$5,614.88

Vendor: Florida State Disbursement Unit

Check Number: 53161

Invoice No	Check Date	Account Number	Account Name	Description	Amount
200000082DR34	5/11/2021	001 000 284 00 00 00	Payroll Liability Other	Child Support	\$177.57
					\$177.57

Vendor: Glass By Lund Inc

Check Number: 53197

Invoice No	Check Date	Account Number	Account Name	Description	Amount
66364	5/19/2021	001 013 518 20 48 00	GG-Repair & Maintenance	Front Door Repair City Hall	\$517.75
					\$517.75

Vendor: Grainger

Check Number: 53198

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9884702003	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Disinfectant Cleaner	\$319.92
					\$319.92

Vendor: Granite Construction Supply

Check Number: 53199

Invoice No	Check Date	Account Number	Account Name	Description	Amount
90769	5/19/2021	101 016 542 64 31 00	ST-Traffic Control - Supply	Posts/Bases/Butyl Pads/Thermoplastic	\$2,586.34
90778	5/19/2021	101 016 542 64 31 00	ST-Traffic Control - Supply	Butyl Pads	\$263.79
					\$2,850.13

Vendor: Halverson

Check Number: 53200

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0521 HALVERSON	5/19/2021	302 010 576 90 31 00	Tree Replacement Expenditures	Reimburse - Trees for North Cove Park - Halverson	\$322.41
					\$322.41

Vendor: Highmark Capital LLC

Check Number: 53201

Invoice No	Check Date	Account Number	Account Name	Description	Amount
67673	5/19/2021	001 008 521 50 30 01	LE-Facilities Minor Equipment	WallMount Organizers New PD	\$2,357.08
67706	5/19/2021	001 008 521 20 31 00	LE-Office Supplies	Podium Sign	\$508.60
					\$2,865.68

Vendor: Honey Bucket

Check Number: 53202

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0552073826	5/19/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Davies Beach	\$142.50
0552076042	5/19/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 8629 20th St SE	\$170.50
					\$313.00

Vendor: Horizon Distributors Inc

Check Number: 53203

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2M110228	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Overseeder TurfGro/Rain Bird	\$870.93
2M110230	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	TurfGro	\$1,054.08
					\$1,925.01

Vendor: Housing Authority of Snohomish County

Check Number: 53204

Invoice No	Check Date	Account Number	Account Name	Description	Amount
612731	5/19/2021	001 007 558 50 41 00	PL-Professional Serv	Annual Housing Authority Assessment FY2022	\$3,421.00
					\$3,421.00

Vendor: HRA VEBA Trust YA20192

Check Number: 53162

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051021	5/11/2021	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	\$3,091.92
					\$3,091.92

Vendor: HSA Bank

Check Number: 53163

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051021	5/11/2021	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	\$337.50
					\$337.50

Vendor: Hunter

Check Number: 53205

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2580	5/19/2021	001 007 558 50 41 04	Permit Related Professional Sr	Hearing Examiner Services 04-2021	\$4,000.00
					\$4,000.00

Vendor: Industrial Bolt & Supply Inc

Check Number: 53206

Invoice No	Check Date	Account Number	Account Name	Description	Amount
751206-2	5/19/2021	101 016 544 90 31 02	ST-Operating Cost	Jacketed Wire	\$38.56
751206-2	5/19/2021	410 016 531 10 31 02	SW-Operating Costs	Jacketed Wire	\$38.57
752389-2	5/19/2021	101 016 544 90 31 02	ST-Operating Cost	Copper Studs	\$6.00
752389-2	5/19/2021	410 016 531 10 31 02	SW-Operating Costs	Copper Studs	\$6.00
754573-1	5/19/2021	101 016 544 90 31 02	ST-Operating Cost	Screws/Clamps/Nuts/Washers	\$116.88
754573-1	5/19/2021	410 016 531 10 31 02	SW-Operating Costs	Screws/Clamps/Nuts/Washers	\$116.88
					\$322.89

Vendor: Iron Mountain Quarry LLC

Check Number: 53207

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0316339	5/19/2021	101 016 544 90 31 02	ST-Operating Cost	Rock	\$376.74
					\$376.74

Vendor: J Thayer Company Inc

Check Number: 53208

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1523610-0	5/19/2021	001 007 558 50 31 00	PL-Office Supplies	Folders	\$110.59
1523610-0	5/19/2021	001 013 518 20 31 00	GG-Operating Costs	CV2 - Pens	\$4.35
1523610-0	5/19/2021	001 013 518 20 31 00	GG-Operating Costs	Tissues	\$15.59
1523667-0	5/19/2021	001 008 521 20 31 00	LE-Office Supplies	Paper/Toner/Post It Notes	\$849.36
					\$979.89

Vendor: Lake Industries LLC

Check Number: 53209

Invoice No	Check Date	Account Number	Account Name	Description	Amount
39739	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Fill Hauled In	\$51.33
39739	5/19/2021	101 016 544 90 31 02	ST-Operating Cost	Fill Hauled In	\$51.33
39739	5/19/2021	410 016 531 10 31 02	SW-Operating Costs	Fill Hauled In	\$51.34
					\$154.00

Vendor: Lake Stevens Police Guild
Check Number: 53164

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051021	5/11/2021	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,122.00
					\$1,122.00

Vendor: Lake Stevens Sewer District
Check Number: 53210

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12326.01 0521	5/19/2021	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	\$87.00
13135.01 0521	5/19/2021	101 016 543 50 47 00	ST-Utilities	Sewer - Decant Facility Acct 13135-01	\$43.00
13135.01 0521	5/19/2021	410 016 531 10 47 00	SW-Utilities	Sewer - Decant Facility Acct 13135-01	\$43.00
2538.02 0521	5/19/2021	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park Acct 2538-02	\$172.00
3628.02 0521	5/19/2021	001 010 576 80 47 00	PK-Utilities	Sewer - Davies Beach Acct 3628-01	\$86.00
6296.03 0521	5/19/2021	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 6296-03	\$172.00
6390.03 0521	5/19/2021	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Leased Comm Building Acct 6390-03	\$163.97
6659.02 0521	5/19/2021	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Landre Property Acct 6659-02	\$86.00
6664.01 0521	5/19/2021	001 012 572 20 47 00	CS- Library-Utilities	Sewer - Library Acct 6664-01	\$86.00
6666.01 0521	5/19/2021	001 013 518 20 47 00	GG-Utilities	Sewer - N Lakeshore Dr Acct 6666-01	\$86.00
6670.02 0521	5/19/2021	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Butler Property Acct 6670-02	\$86.00
6671.01 0521	5/19/2021	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	\$86.00
6810.01 0521	5/19/2021	001 012 575 50 47 00	CS- Pavillion - Utilities	Sewer - The Mill Acct 6810-01	\$172.00
7002.01 0521	5/19/2021	001 010 576 80 47 00	PK-Utilities	Sewer - North Cove Park Restroom 7002-01	\$86.00
8710.03 0521	5/19/2021	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Training Bldg Acct 8710-03	\$86.00
9902.01 0521	5/19/2021	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Grade Rd Acct 9902-01	\$86.00
					\$1,626.97

Vendor: Lake Stevens Sewer District
Check Number: 53211

Invoice No	Check Date	Account Number	Account Name	Description	Amount
24981	5/19/2021	301 016 544 40 41 02	17005 - 24th & 91st Ext Design	Engineering Fees 91st Ave SE & 24th St SE	\$2,430.12
					\$2,430.12

Vendor: Language Line Services Inc
Check Number: 53212

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10221465	5/19/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Over the Phone Interpretation Services PD	\$11.10
					\$11.10

Vendor: LN Curtis & Sons
Check Number: 53213

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV487326	5/19/2021	001 008 521 20 31 01	LE-Fixed Minor Equipment	Black Slip-On Boots Beazizo	\$180.18
					\$180.18

Vendor: Lynch
Check Number: 53214

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051421 LYNCH	5/19/2021	001 000 382 10 00 01	The Mill - Deposit	Damage Deposit Refund - The Mill The Stack - Lynch	\$100.00
					\$100.00

Vendor: Marine Lumber Service Inc
Check Number: 53215

Invoice No	Check Date	Account Number	Account Name	Description	Amount
32561	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Lumber	\$2,631.99
					\$2,631.99

Vendor: Method Barricade & Construction Supply LLC

Check Number: 53216

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14495	5/19/2021	101 016 542 64 31 00	ST-Traffic Control - Supply	Thermoplastics/Primer/Sealer	\$1,529.60
14555	5/19/2021	101 016 542 64 31 00	ST-Traffic Control - Supply	Perforated Square Sign Posts	\$1,296.75
14561	5/19/2021	001 007 558 70 31 00	PL - Citywide Beautification	Sign - City Hall/Permit Center	\$155.33
14576	5/19/2021	001 007 558 70 31 00	PL - Citywide Beautification	Signs - Adopt a Park/Street Signs	\$1,596.03
14577	5/19/2021	101 016 542 64 31 00	ST-Traffic Control - Supply	Signs - Deer Crossing/Street Sign	\$269.11
					\$4,846.82

Vendor: MJ Neal Associates Architects PLLC

Check Number: 53217

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0421 MJ NEAL PW	5/19/2021	001 010 594 76 64 00	PK-Capital Outlay	PW Shop Redesign	\$1,001.26
0421 MJ NEAL PW	5/19/2021	101 016 594 42 64 00	ST-Capital Expenditures	PW Shop Redesign	\$1,001.26
0421 MJ NEAL PW	5/19/2021	411 016 594 31 60 01	SWC - PW Shop Remodel	PW Shop Redesign	\$1,001.26
					\$3,003.78

Vendor: Nationwide Retirement Solution

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051021	5/12/2021	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$3,929.65
					\$3,929.65

Vendor: Nelson Distributing Inc

Check Number: 53218

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0762149-IN	5/19/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Fuel	\$474.49
0762149-IN	5/19/2021	001 008 521 20 32 00	LE-Fuel	Fuel	\$2,372.45
0762149-IN	5/19/2021	001 010 576 80 32 00	PK-Fuel Costs	Fuel	\$948.98
0762149-IN	5/19/2021	101 016 542 30 32 00	ST-Fuel	Fuel	\$2,846.95
0762149-IN	5/19/2021	410 016 531 10 32 00	SW-Fuel	Fuel	\$2,846.95
					\$9,489.82

Vendor: New York Life

Check Number: 53165

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051021	5/11/2021	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	\$199.00
					\$199.00

Vendor: New York Life EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051021	5/12/2021	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	\$57.47
051021	5/12/2021	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	\$50.17
051021	5/12/2021	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	\$181.01
051021	5/12/2021	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	\$84.98
051021	5/12/2021	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	\$118.04
051021	5/12/2021	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	\$340.13
051021	5/12/2021	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	\$229.50
051021	5/12/2021	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	\$1,516.47
051021	5/12/2021	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	\$180.16
051021	5/12/2021	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	\$140.47
051021	5/12/2021	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	\$429.99
051021	5/12/2021	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	\$570.30

\$3,898.69

Vendor: Northwest Professional Resid & Comm Construction

Check Number: 53219

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5391	5/19/2021	001 008 521 20 31 02	LE-Minor Equipment	Install Chain Link Fence/Hog Panel/Car Wash Locking Gate	\$1,820.30
5392	5/19/2021	001 008 521 20 41 00	LE-Professional Services	Install Sliding Security Auto Gate/Concrete Mounting Pad - PD	\$16,976.76
					\$18,797.06

Vendor: O Reilly Auto Parts

Check Number: 53220

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-257538	5/19/2021	410 016 531 10 31 02	SW-Operating Costs	Filters	\$209.57
2960-257584	5/19/2021	101 016 544 90 31 02	ST-Operating Cost	Filters	\$112.74
					\$322.31

Vendor: Office of the State Treasurer

Check Number: 53221

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0421 STATE	5/19/2021	633 000 586 00 00 01	State Court Remit	State Court Fees 04-2021	\$21,687.74
0421 STATE	5/19/2021	633 000 589 30 00 03	State Building Permit Remit	Building Code Fees 04-2021	\$601.50
					\$22,289.24

Vendor: Owen Equipment Company

Check Number: 53222

Invoice No	Check Date	Account Number	Account Name	Description	Amount
21040036	5/19/2021	410 016 531 10 49 00	SW-Miscellaneous	Service Charge	\$5.08
					\$5.08

Vendor: Perteet Inc

Check Number: 53223

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20110012.0027-1	5/19/2021	001 007 558 50 41 04	Permit Related Professional Sr	On-Call - Townhomes Wetland Review	\$1,394.04
					\$1,394.04

Vendor: PowerDMS Inc

Check Number: 53224

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV-6367	5/19/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	PowerStandards/WASPC Accreditation Manual	\$1,253.50
					\$1,253.50

Vendor: Proforce Marketing Inc

Check Number: 53225

Invoice No	Check Date	Account Number	Account Name	Description	Amount
448522	5/19/2021	001 008 521 20 31 05	LE-Equipment - New Officers	Firearme Accessories New Hire - PO #1824	\$279.43
					\$279.43

Vendor: Rexel USA Inc

Check Number: 53226

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1N30529	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Fuse Holders North Cove Park	\$281.21
1N30638	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	PVC Conduit/Coupling/Step Drill Bit	\$822.56
1N30638	5/19/2021	101 016 544 90 31 02	ST-Operating Cost	PVC Conduit/Coupling/Step Drill Bit	\$822.57
1N30638	5/19/2021	410 016 531 10 31 02	SW-Operating Costs	PVC Conduit/Coupling/Step Drill Bit	\$822.57
1002246	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Liquidtight Coil/LFMC Conn/Conduit/PVC Adapter	\$186.99
1009449	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Sealing Locknuts	\$65.82
1010230	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Rectangular Pull Box/Liquidtight Coil	\$442.83
					\$3,444.55

Vendor: Sherwin-Williams Co

Check Number: 53227

Invoice No	Check Date	Account Number	Account Name	Description	Amount
6960-4	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Liftaway Graf Remover	\$9.72
					\$9.72

Vendor: Smarsh Inc

Check Number: 53228

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV00655890	5/19/2021	510 006 518 80 49 05	LR - Smarsh	Archiving Platform	\$730.08
					\$730.08

Vendor: Snohomish County Auditor

Check Number: 53229

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051221 SNOCO	5/19/2021	001 007 558 50 41 04	Permit Related Professional Sr	Recording Fees - Hold Harmless Agmt Hillcrest Model Homes	\$107.50
					\$107.50

Vendor: Snohomish County Auditor

Check Number: 53230

Invoice No	Check Date	Account Number	Account Name	Description	Amount
050421 SNOCO	5/19/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Addtl Recording Fees Boundary Line Adjust NC Phase II	\$68.50
					\$68.50

Vendor: Snohomish County Boundary Review Board

Check Number: 53231

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051321 BOUNDARY	5/19/2021	001 007 558 60 41 00	PL-UGA-RUTA-Annexation	Application Fees Southeast Interlocal Annexation	\$100.00
					\$100.00

Vendor: Snohomish County Parks and Recreation

Check Number: 53232

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000555231	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Special Use Permit - Centennial Trail Sign	\$140.00
					\$140.00

Vendor: Snohomish County PUD

Check Number: 53233

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100508482	5/19/2021	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	\$128.66
100508482	5/19/2021	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	\$1,477.77
100508482	5/19/2021	001 012 557 30 40 01	CS- VIC Utilities	203582010 Visitor Information Center Electric	\$91.31
100508482	5/19/2021	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	\$23.83
108866606	5/19/2021	001 008 521 50 47 00	LE-Facility Utilities	200558690 N Lakeshore Dr Electric/Water	\$68.46
115455768	5/19/2021	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	\$102.31
115455768	5/19/2021	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	\$62.53
128673529	5/19/2021	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	\$28.30
141807988	5/19/2021	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	\$53.18
145143948	5/19/2021	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	\$126.35
148436635	5/19/2021	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	\$10,980.64
148436636	5/19/2021	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	\$1,500.18
148436637	5/19/2021	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	\$1,251.30
158168588	5/19/2021	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	\$54.21
158173975	5/19/2021	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	\$147.40
164553896	5/19/2021	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	\$136.57
164555070	5/19/2021	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	\$80.05

167765190	5/19/2021	001 010 576 80 47 00	PK-Utilities	202340527 Decant Yard	\$15.21
167765190	5/19/2021	101 016 543 50 47 00	ST-Utilities	202340527 Decant Yard	\$15.21
167765190	5/19/2021	410 016 531 10 47 00	SW-Utilities	202340527 Decant Yard	\$15.22
					\$16,358.69

Vendor: Snohomish County PUD

Check Number: 53234

Invoice No	Check Date	Account Number	Account Name	Description	Amount
050721 PUD	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Meter Rewire - PW Shop	\$524.66
050721 PUD	5/19/2021	101 016 544 90 31 02	ST-Operating Cost	Meter Rewire - PW Shop	\$524.67
050721 PUD	5/19/2021	410 016 531 10 31 02	SW-Operating Costs	Meter Rewire - PW Shop	\$524.67
					\$1,574.00

Vendor: Snohomish County Sheriffs Office

Check Number: 53235

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2021-6782	5/19/2021	001 008 523 60 41 00	LE-Jail	Jail Services 04-2021	\$31,137.51
					\$31,137.51

Vendor: Snohomish County Treasurer

Check Number: 53236

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0421 TREASURER	5/19/2021	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 04-2021	\$313.75
					\$313.75

Vendor: Sound Equipment Rental & Sales

Check Number: 53237

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19522A	5/19/2021	410 016 531 10 45 01	SW-Rentals-Leases	Excavator Rental	\$5,286.50
					\$5,286.50

Vendor: Sound Publishing Inc

Check Number: 53238

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH926538	5/19/2021	001 007 558 50 41 03	PL-Advertising	LUA2021-0055 Davies Beach Dock Replacement Project	\$100.80
					\$100.80

Vendor: Sound Security Inc

Check Number: 53239

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1008492	5/19/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Evidence Building Locker Room Door Replaced Service	\$945.55
1009628	5/19/2021	001 012 575 50 47 00	CS- Pavillion - Utilities	Fire & Security Monitoring The Mill	\$392.52
1009628	5/19/2021	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	\$563.52
1009629	5/19/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Access/Intrusion/Fire/Elevator Monitoring PD 05-2021	\$1,125.00
1009630	5/19/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Fire Monitoring 05-2021 - 10518 18th St SE	\$65.00
1011259	5/19/2021	001 013 518 20 41 00	GG-Professional Service	Prox Cards	\$119.90
					\$3,211.49

Vendor: Stericycle Inc

Check Number: 53240

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3005540061	5/19/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Waste Disposal	\$10.36
					\$10.36

Vendor: Steuber Distributing Co

Check Number: 53241

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2906193	5/19/2021	001 010 576 80 31 00	PK-Operating Costs	Chain Lock/Tree Ties	\$35.98
					\$35.98

Vendor: Tacoma Screw Products Inc

Check Number: 53242

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18308552	5/19/2021	410 016 531 10 31 02	SW-Operating Costs	Spring Snap Links	\$178.67
18308553	5/19/2021	101 016 544 90 31 02	ST-Operating Cost	Heavy Duty Post Hole Diggers	\$279.55
					\$458.22

Vendor: Teamsters Local No 763

Check Number: 53166

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051021	5/11/2021	001 000 284 00 00 00	Payroll Liability Other	Union Dues	\$1,226.00
					\$1,226.00

Vendor: Teamsters Welfare Trust Dental EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051021	5/12/2021	001 000 283 00 00 00	Payroll Liability Medical	Teamsters Dental Premium	\$2,476.80
					\$2,476.80

Vendor: Technological Services Inc

Check Number: 53243

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19808	5/19/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Filters/New Tires PT-20-87	\$958.89
19848	5/19/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Filters/Axle Bearings/Wipers PT-17-75	\$246.16
19860	5/19/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Filters/Tire Rotation PT-21-93	\$145.59
19886	5/19/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Filters/Tire Rotation PT-19-82	\$74.66
					\$1,425.30

Vendor: The Daily Herald

Check Number: 53244

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042921 HERLAD	5/19/2021	001 013 518 20 31 00	GG-Operating Costs	Annual The Daily Herald Subscription	\$203.36
					\$203.36

Vendor: Thyssenkrupp Elevator Corporation

Check Number: 53245

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3005913401	5/19/2021	001 008 521 50 47 00	LE-Facility Utilities	Elevator Service - 1825 S Lake Stevens Rd 05/30-07/31/21	\$858.38
3005913401	5/19/2021	001 013 518 20 47 02	GG-Utilities for Rentals	Elevator Service - 1819 S Lake Stevens Rd 05/30-07/31/21	\$858.38
					\$1,716.76

Vendor: Trinity Contractors Inc

Check Number: 53246

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 3 LIBRARY	5/19/2021	306 000 594 21 60 01	Police Dept Retrofit - Old Fac	Police/Library Building Repair Project 20011	\$3,174.34
					\$3,174.34

Vendor: Ultimate Training Munitions Inc

Check Number: 53247

Invoice No	Check Date	Account Number	Account Name	Description	Amount
211859	5/19/2021	001 008 521 20 31 01	LE-Fixed Minor Equipment	Glock Blank Kit/Ammo	\$487.13

211859	5/19/2021	001 008 521 20 31 02	LE-Minor Equipment	Glock Blank Kit/Ammo	\$572.00
					\$1,059.13

Vendor: UPS

Check Number: 53248

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0000074Y42191	5/19/2021	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$16.63
					\$16.63

Vendor: Vantagepoint Transfer Agents - 108991

Check Number: 53167

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051021	5/11/2021	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	\$412.35
					\$412.35

Vendor: Vantagepoint Transfer Agents - 307428

Check Number: 53168

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051021	5/11/2021	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$2,584.17
					\$2,584.17

Vendor: Verizon Northwest

Check Number: 53249

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9878280276	5/19/2021	001 008 521 20 42 00	LE-Communication	Wireless Phones Service PD	\$2,743.18
9878829755	5/19/2021	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service Council	\$294.14
9878829755	5/19/2021	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service Executive	\$42.02
9878829755	5/19/2021	001 002 513 11 42 00	AD-Communications	Wireless Phone Service Admin	\$42.02
9878829755	5/19/2021	001 003 514 20 42 00	CC-Communications	Wireless Phone Service Clerk	\$42.02
9878829755	5/19/2021	001 005 518 10 42 00	HR-Communications	Wireless Phone Service HR	\$90.54
9878829755	5/19/2021	001 006 518 80 42 00	IT-Communications	Wireless Phone Service IT	\$301.24
9878829755	5/19/2021	001 007 558 50 42 00	PL-Communication	Wireless Phone Service Planning	\$299.14
9878829755	5/19/2021	001 007 559 30 42 00	PB-Communication	Wireless Phone Service Building	\$338.12
9878829755	5/19/2021	001 010 576 80 42 00	PK-Communication	Wireless Phone Service PW	\$615.47
9878829755	5/19/2021	101 016 543 30 42 00	ST-Communications	Wireless Phone Service PW	\$615.48
9878829755	5/19/2021	410 016 531 10 42 00	SW-Communications	Wireless Phone Service PW	\$615.48
					\$6,038.85

Vendor: Washington State Criminal Justice

Check Number: 53250

Invoice No	Check Date	Account Number	Account Name	Description	Amount
201135125	5/19/2021	001 008 521 40 49 01	LE-Registration Fees	Registration - Pre-Supervisor - Holland	\$200.00
					\$200.00

Vendor: Washington State Patrol

Check Number: 53251

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121006103	5/19/2021	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	\$227.50
					\$227.50

Vendor: Washington State Support Registry

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051021	5/12/2021	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$544.50
					\$544.50

Vendor: Wave Broadband
Check Number: 53252

Invoice No	Check Date	Account Number	Account Name	Description	Amount
103946401-0008800	5/19/2021	001 002 513 11 42 00	AD-Communications	Telephone Service	\$60.95
103946401-0008800	5/19/2021	001 003 514 20 42 00	CC-Communications	Telephone Service	\$121.91
103946401-0008800	5/19/2021	001 004 514 23 42 00	FI-Communications	Telephone Service	\$121.91
103946401-0008800	5/19/2021	001 005 518 10 42 00	HR-Communications	Telephone Service	\$60.96
103946401-0008800	5/19/2021	001 006 518 80 42 00	IT-Communications	Telephone Service	\$182.87
103946401-0008800	5/19/2021	001 007 558 50 42 00	PL-Communication	Telephone Service	\$396.42
103946401-0008800	5/19/2021	001 007 559 30 42 00	PB-Communication	Telephone Service	\$60.95
103946401-0008800	5/19/2021	001 008 521 20 42 00	LE-Communication	Telephone Service	\$2,073.33
103946401-0008800	5/19/2021	001 012 575 30 42 00	CS- Museum - Communications	Telephone Service Museum	\$60.95
103946401-0008800	5/19/2021	001 012 575 50 42 00	CS- Pavillion - Communication	Telephone Service	\$60.96
103946401-0008800	5/19/2021	001 013 518 20 42 00	GG-Communication	Telephone Service	\$243.83
103946401-0008800	5/19/2021	101 016 543 30 42 00	ST-Communications	Telephone Service Shop	\$350.81
103946401-0008800	5/19/2021	410 016 531 10 42 00	SW-Communications	Telephone Service Shop	\$350.81
103946401-0008800	5/19/2021	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	\$632.70
					\$4,779.36

Vendor: Western Conference of Teamsters Pension Trust
Check Number: 53169

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051021	5/11/2021	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$3,704.58
					\$3,704.58

Vendor: Willards Pest Control Co
Check Number: 53253

Invoice No	Check Date	Account Number	Account Name	Description	Amount
358919	5/19/2021	001 008 521 50 48 00	LE-Facility Repair & Maint	Rodent Monthly Service - PD	\$174.40
358920	5/19/2021	001 008 521 50 48 00	LE-Facility Repair & Maint	All Nuisance Ants - PD	\$130.80
					\$305.20

Vendor: Ziplly Fiber
Check Number: 53254

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0521 ZIPLY	5/19/2021	001 012 575 30 42 00	CS- Museum - Communications	Telephone Services Museum	\$216.22
0521 ZIPLY	5/19/2021	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	\$61.29
					\$277.51



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

Tuesday, May 4, 2021
By Remote Participation via Zoom

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

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Shawn Frederick, Mary Dickinson, Marcus Tageant, Anji Jorstad and Steve Ewing

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Police Chief John Dyer, Human Resources Director Anya Warrington and City Clerk Kelly Chelin

Call to Order:

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

Civic Center Alternatives

Director Wright explained that the city of Lake Stevens, Sno-Isle Libraries and the Lake Stevens Sewer District have met regularly with the Stowe team over the last several months. To date the following deliverables have been completed:

- A community survey was published and summarized
- An updated city and library needs assessment
- Draft market analysis
- Financing and delivery options
- High-level cost estimate

The City Council and Sno-Isle Library have been briefed on the project at different occasions. A community open house was held to go over the project results. A community survey has published to solicit information from the public on a preferred site plan option.

Director Wright explained that the point of tonight's meeting will be for the Council to review the three draft alternatives and for the Council to recommend a preferred alternative. The alternatives include a shared space option, a compact footprint option and a separate building option. In the analysis several factors were considered including shared space, environmental impact, public space, cost and private development potential. Highlights from the community survey were reviewed at the meeting.

Council and staff engaged in a discussion of the alternatives. The consensus of the Council preferred Alternative 1 but like parts of Alternative 3. Staff will be talking to Sno-Isle on their preferred Alternative and come back to Council at a future meeting with a preferred hybrid Alternative based on all the comments.

Capital Priorities Overview

Director Wright provided an overview of projects completed or substantially completed between 2020 and 2021 as well as those under current design. The projects included streets,

paths/sidewalks, facilities, and parks. A list of proposed projects for 2022 and funding sources were reviewed as well as a list of other unfunded future projects. Finance Director Stevens provided an overview of current and potential future funding sources and limitations for future projects.

Diversity Commission

Mayor Gailey and the Council discussed a City Diversity Commission. After the discussion, the Council President Daughtry stated its now the Mayor's decision to come forward to the Council at a future meeting with a recommendation for the Council to consider.

Other Business

Councilmember Frederick urged all residents to get vaccinated; there are plenty of vaccinations and you don't need an appointment.

Adjourn:

Hearing no further business, the meeting was adjourned at 8:37 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

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

Tuesday, May 11, 2021
By Remote Participation via Zoom

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

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Shawn Frederick, Mary Dickinson, Anji Jorstad, Marcus Tageant and Steve Ewing

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Police Chief John Dyer, Human Resources Director Anya Warrington, City Clerk Kelly Chelin, Senior Planner David Levitan and City Attorney Greg Rubstello

Call to Order:

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

Pledge of Allegiance:

Mayor Gailey led the Pledge of Allegiance.

Roll Call:

All Councilmembers were present.

Approval of Agenda:

Mayor Gailey noted that in executive session regarding personnel needs to be added to the end of the meeting and on the Action Items, 2021-2023 On-Call Tree Removal Services, will be moved to the consent agenda.

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

MOTION. Councilmember Dickinson made a motion, seconded by Councilmember Jorstad, to add the DEIA Commission discussion to tonight's agenda as a discussion item. The motion passed 7-0-0-0.

Citizen Comments:

Tory Horsman. Ms. Horsman stated she was in support of the DEIA Commission.

Jessica Wadham. Ms. Wadham echoed Tory's comments. She appreciated this discussion being added to the agenda tonight.

Kari Johnson. Ms. Johnson also spoke in support of the DEIA Commission.

Lindsay Price. Ms. Price stated that this DEIA Commission is important.

Stephanie Ruiz. Ms. Ruiz stated that she supported the DEIA Commission.

Vildan Kirby. Ms. Kirby said she loved seeing the City leading this way with a Diversity Commission.

Robin McGee. Ms. McGee thanked the Council for considering a DEIA Commission.

Nina, Ph.D. Nina stated that she supports the DEIA Commission.

Council Business:

Councilmember Petershagen attended the last Planning Commission Meeting. He stated that Council filing week is next week.

Councilmember Ewing attended the last Planning Commission Meeting. He thanked Jerry Stumbaugh from the Senior Center. He stated that the City needs to continue the advocacy for the seniors.

Councilmember Dickinson thanked the churches for the help with moving the museum over. She also thanked City Engineer Grace Kane for all of her dedicated service to the City.

Councilmember Frederick stated that he attended the last Veterans Commission meeting and the Commission will be holding off on Coffee Klatches until they can be in person.

Councilmember Jorstad attended the Snohomish Health Board meeting this afternoon. She said the meeting was very informative and the District is doing great work. Lastly, there are plenty of vaccines available.

Councilmember Tageant attended the last Veterans Commission and Park Board meeting. The Park Board has great ideas for parks this year.

Councilmember Daughtry stated that he attended the Veterans War Memorial Board meeting with the Mayor. He also acknowledged Emma Miner, a Youth Council member that was in attendance.

Mayor Business:

Mayor Gailey stated he is still meeting with the Volunteers of America about a resource center. He thanked staff for all their hard work on City projects.

City Department Report:

Finance Update – Barb Stevens, Finance Director

Guest Business:

Legislative Update – Doug Levy, Lobbyist

Consent Agenda:

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

The consent agenda included the following:

- Vouchers
- Council Meeting Minutes of April 27, 2021
- Facilities Use Agreement with Row Club

- 2021-2023 On-Call Tree Removal Services

Public Hearing:

Ordinance 1118 Adoption of SEPA Flexible Thresholds

Planning Manager Levitan explained that the State Environmental Policy Act (SEPA) evaluates potential environmental impacts associated with governmental decisions such as building permits, land use applications, and code amendments. Certain projects and processes are exempt from SEPA environmental review under the categorical exemptions listed in WAC 197-11-800. WAC 197-11-800(1)(b) establishes the standard categorical exemption thresholds for minor new construction, while WAC 197-11-800(1)(d) establishes maximum flexible thresholds that cities may adopt for minor new construction through a local ordinance that meets the procedural requirements of WAC 197-11-800(1)(c).

The City of Lake Stevens is an incorporated city within Snohomish County, which is a fully planning Growth Management Act (GMA) county. The city is proposing to amend LSMC 16.04.050 to adopt flexible categorical exemption thresholds for minor new construction (LUA2021-0033). On April 21, 2021, the Planning Commission held a public hearing to make a recommendation to City Council on the proposed thresholds, as required for Type VI legislative land use applications. This followed Commission work sessions on October 21 and December 2, 2020 and January 20 and March 3, 2021 as well as a City Council work session on February 16, 2021.

During the public comment portion of the April 21 public hearing, the Master Builders Association of King and Snohomish County expressed support for the adoption of flexible thresholds but requested that the city adopt the maximum thresholds for single-family and multi-family residential development (see Attachment 3 for written comments that reflect oral testimony). After considering these higher residential thresholds, the Commission made a unanimous recommendation to amend LSMC 16.04.050 with the thresholds below.

Table 1 – SEPA Thresholds for Minor New Construction	Current Thresholds	Maximum Thresholds	April 21 PC Recommendation
Development Type			
Single-Family	4 units	30 units	15 units
Multi-Family	4 units	60 units	30 units
Agricultural	10,000 sf	40,000 sf	10,000 sf
Commercial	4,000 sf	30,000 sf	30,000 sf
Parking	20 spaces	90 spaces	90 spaces
Grading	100 cubic yards	1,000 cubic yards	1,000 cubic yards

Mayor Gailey opened the public hearing for public comment.

Stephanie Ruiz. Ms. Ruiz asked a question about the thresholds.

Kari Johnson. Ms. Johnson asked the City to clarify for the public what a threshold means.

Tory Horsman. Ms. Horsman stated she would like to know more about this.

Mayor Gailey closed the public comment portion of the hearing.

Staff and Council engaged in a discussion.

Mayor Gailey closed the public hearing at 7:44 p.m.

MOTION. Councilmember Petershagen made a motion, seconded by Councilmember Tageant, to adopt Ordinance 1118 Adoption of SEPA Flexible Thresholds with two changes: Single-Family at 30 units and Multi-Family at 60 units and stay with the grading and parking as recommended. The motion passed 5-2-0-0 with Councilmember Dickinson and Councilmember Jorstad opposed.

Action Items:

Revised Ordinance 1112 for Southeast Interlocal Annexation

Planning Manager Levitan explained that following the City Council's approval of Ordinance 1112, both the Sewer District Board and County Council took actions to approve the ILA. However, given the time that elapsed between the joint public hearing (March 9) and County Council approval (April 28), and the fact that the proposed annexation is still subject to a 45 day review by the Snohomish County Boundary Review Board (BRB), the effective date of the annexation identified in Ordinance 1112 (May 28, 2021) needs to be revised. Staff from the three agencies have agreed upon a revised effective date of July 16, 2021, which was incorporated into the approval of County Ordinance 21-005. City staff has revised Section 2 of Ordinance 1112 and Section 3.5 of the ILA to reflect a new effective date of July 16, 2021.

He explained that staff is recommending that City Council adopt revised Ordinance 1112 authorizing the Mayor to sign the Interlocal Agreement for the Southeast Interlocal Annexation (LUA2020-0117) with a new effective date of July 16, 2021. Once the ILA is signed by all three parties, the annexation will be submitted to the Snohomish County Boundary Review Board.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Daughtry, to approve revised Ordinance 1112 for the Southeast Interlocal Annexation and amending the date. The motion passed 7-0-0-0.

Discussion Items:

Added to tonight's agenda – Diversity Commission

Council and staff engaged in a discussion about a Diversity Commission vs a DEIA Commission. Mayor Gailey will bring a recommendation back to the Council soon.

Recess to Executive Session:

The meeting recessed to executive session at 8:04 p.m. to discuss a personnel matter for approximately 15 minutes. There will be no action.

The meeting reconvened to regular session at 8:19 p.m.

Adjournment:

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Jorstad, to adjourn the meeting. The motion passed 7-0-0-0. The meeting adjourned at 8:21 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: May 25, 2021

Subject: Ordinance 1120 Amending Ordinance 1108 Recitals Only

Contact Greg Rubstello, City Attorney
Person/Department: _____

Budget Impact: _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Adopt Ordinance 1120 Amending Ordinance 1108 Recitals Only

SUMMARY/BACKGROUND:

Since the approval of Ordinance No. 1108 on December 8, 2020 the City has received clarification from the District and the City regarding the accounts billed by the District for sewer service within the City of Marysville and the District infrastructure serving those accounts.

The City of Lake Stevens and the City of Marysville have entered into a written agreement compliant with RCW 35.13A.060 in which the City of Marysville has given its permission for the City of Lake Stevens to assume the management and control of the District within the City of Marysville.

The entire portion of the District not within the City of Lake Stevens is either within unincorporated Snohomish County outside of any incorporated city or town or within the City of Marysville.

The City has statutory authority under RCW 35.13A.030 and RCW 35.13A.060 to assume the full and complete management and control of the entire Lake Stevens Sewer District as was approved pursuant to Section 1 of Ordinance 1108.

Ordinance 1120 amends Ordinance 1108 by the addition of the above recitals to the recitals already set forth in Ordinance 1108. Ordinance 1108 otherwise remains unchanged and unaffected.

ATTACHMENTS:

► Ordinance 1120

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

ORDINANCE NO. 1120

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON
AMENDING ORDINANCE NUMBER 1108 BY AMENDMENT OF THE
ORDINANCE RECITALS ONLY; PROVIDING FOR SUMMARY PUBLICATION
BY ORDINANCE TITLE ONLY AND AN EFFECTIVE DATE.**

WHEREAS, since the approval of Ordinance No. 1108 on December 8, 2020 the City has received clarification from the District and the City regarding the accounts billed by the District for sewer service within the City of Marysville and the District infrastructure serving those accounts; and

WHEREAS, the City of Lake Stevens and the City of Marysville have entered into a written agreement compliant with RCW 35.13A.060 in which the City of Marysville has given its permission for the City of Lake Stevens to assume the management and control of the District within the City of Marysville; and

WHEREAS, the entire portion of the District not within the City of Lake Stevens is either within unincorporated Snohomish County outside of any incorporated city or town or within the City of Marysville; and

WHEREAS, the City has statutory authority under RCW 35.13A.030 and RCW 35.13A.060 to assume the full and complete management and control of the entire Lake Stevens Sewer District as was approved pursuant to Section 1 of Ordinance 1108,

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Ordinance 1108 is hereby amended by the addition of the above recitals to the recitals already set forth in Ordinance 1108. Ordinance 1108 otherwise remains unchanged and unaffected.

Section 2. This ordinance shall take effect five (5) days after passage and summary publication by ordinance title only.

PASSED by the City Council of the City of Lake Stevens this __ day of May 2021.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney



LAKE STEVENS CITY COUNCIL
STAFF REPORT

**Council Agenda
Date:**

May 25, 2021

Subject: Professional Services Agreement with AquaTechnex LLC for Lake Management

Contact

Person/Department: Shannon Farrant, Public Works

Budget

\$93,195

Impact:

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a 5-year (2021-2025) Professional Services Agreement (PSA) with AquaTechnex, LLC to perform annual aquatic vegetation management and annual phosphorus mitigation application.

Authorize the mayor to approve Amendment 01 of the PSA for the 2021 scope of services in the amount of \$93,195.

SUMMARY/BACKGROUND:

The City has contracted with AquaTechnex for the last 9 years to perform annual aquatic vegetation survey and herbicide application for Eurasian Milfoil and other nuisance aquatic weed growth. AquaTechnex has also applied annual phosphorus mitigation application (Aluminum sulfate) since 2013. This work is performed under the City's coverage of the Department of Ecology's National Pollutant Discharge Elimination System (NPDES) Aquatic Plant and Algae Management General Permit.

Eurasian Milfoil is an invasive species that grows submerged in flowing or standing waterbodies, like Lake Stevens. It forms a dense mat of vegetation resulting in excessive shade for natural aquatic plants, poor aquatic habitat, and is a low-quality aquatic food source. The excessive growth also diminishes the recreation experience of the lake.

The City of Lake Stevens and Snohomish County have developed a Phosphorus Management Plan to address how we plan to control high nutrient (phosphorus) loadings in Lake Stevens which can result in unwanted algae growth. The current treatment is to use Alum (Aluminum Sulfate) to reduce the phosphorus levels back to naturally occurring levels.

Algae blooms are a natural occurrence in Lake Stevens and is important to the productivity of Lake Stevens' eco-system. Algae is part of the food chain that feeds small life forms that in turn provide a food source for fish and so on up the food chain, meaning most algae are desirable for lakes. Some algae, such as filamentous green algae and blue-green algae, are not desirable and are of concern for Lake Stevens.

The City is proposing to execute a 5-year contract with AquaTechnex to implement our current lake management strategy of Eurasian Milfoil herbicide treatment, other nuisance aquatic plant mitigation, and phosphorus mitigation. The attached scope of services encompasses each of these tasks (Exhibit B). The City will review the scope of services on an annual basis in conjunction with our monthly lake monitoring data to determine an appropriate lake management approach based on the suite of services offered in the scope of work to determine which services will be rendered each year. This will be carried out in the form of a contract amendment each year to include the scope of services and annual fee for that year. The 2021

proposed scope of services is included as Exhibit D in the staff report.

The City is still in an ILA with the County (through December 2021) for lake management. As part of the ILA, the City and County will be contracting with Tetra Tech (under the County's on-call contract with Tetra Tech) to conduct a sediment study and update the City's 2013 Phosphorus Management Plan. This plan will guide phosphorus mitigation application in subsequent years. The attached scope of services includes phosphorus mitigation based on the outcome of this study as well as some additional sediment mapping if it is deemed necessary in subsequent years in order to target specific areas of the lake for phosphorus mitigation. Exhibit D includes two optional tasks, phosphorus mitigation and sediment mapping, that will be exercised under a contract amendment for 2021 if budget and the outcome of the sediment study deem it necessary. It is anticipated that the City will forgo phosphorus mitigation (Aluminum sulfate) treatment in 2021 in leu of the sediment study and update to the phosphorus management plan.

APPLICABLE CITY POLICIES: 2013 Phosphorus Management Plan

BUDGET IMPACT: \$93,195

ATTACHMENTS:

- ▶ Exhibit A: Professional Services Agreement with AquaTechnex, LLC
- ▶ Exhibit B: Scope of Work
- ▶ Exhibit C: Amendment 01 of Professional Services Agreement
- ▶ Exhibit D: 2021 Scope of Services and Fee For Services

Attachment A

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

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

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

Attachment A

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

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

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

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

III.5 EMPLOYMENT.

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

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

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

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

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

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

Attachment A

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

III.6 INDEMNITY.

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

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

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

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

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

III.7 INSURANCE.

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

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

Attachment A

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

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

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

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

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

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

Attachment A

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

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

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

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

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

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

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

Attachment A

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

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

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

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to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

- a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.
- b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit __A__: N/A
- c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.
- d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

- a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$200,000 annually without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.
- b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.
- c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

Attachment A

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

b. Public Records.

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

ARTICLE V. GENERAL

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

To the City:

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

To the Consultant:

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

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

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

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

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

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

V.5 SEVERABILITY.

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 201__.

CITY OF LAKE STEVENS

AquaTechnex LLC

By: _____
Brett Gailey, Mayor

By: _____

Printed Name and Title

Approved as to Form:

Attachment A

By: _____
Greg Rubstello, City Attorney

Attachment A

Exhibit A
Scope of Services

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

Aquatic Plant Management Tasks

Task One: Public notification

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

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

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

Task Two, Survey work

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

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

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

Task Three, ProcellaCOR treatment

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

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

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

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

Task Five, Post treatment survey and annual report.

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

Phosphorus Management Treatment

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

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

Sediment Mapping

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

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

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

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

CITY OF LAKE STEVENS

AQUATECHNEX, LLC

By: _____

By: _____

Gene Brazel, City Administrator

Printed Name & Title

ATTEST/AUTHENTICATED

By: _____
Kelly Chelin, City Clerk

Scope of Services for 2021

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

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

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



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: May 25, 2021

Subject: SR9 & South Lake Stevens Roundabout Agreement with WSDOT

Contact	Eric Durpos, Public Works Director	Budget	
Person/Department:		Impact:	<u>\$8,500,000.00</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor or designee to execute the roundabout amendment with Washington State Department of Transportation (WSDOT).

SUMMARY/BACKGROUND:

The City and WSDOT has been negotiating the terms of an agreement to construct a roundabout at the intersection of SR9 and South Lake Stevens Road / 24th Avenue SE. This intersection improvement was identified in the City's capital facilities plan as necessary to implement the 20th Street SE Corridor Plan.

This intersection will provide a vital and safe link between east and west Lake Stevens.

The Master Agreement with WSDOT was brought to Council in authorizing Mayor Signature on December 10, 2019. The Purpose of this amendment is to combine the Roundabout Project and the Fish Culvert Project into one single project designed and constructed by WSDOT. This project is scheduled to go out to Bid in October 2021 and be constructed in summer/early fall 2022.

APPLICABLE CITY POLICIES: Capital Facilities Plan

BUDGET IMPACT: Total cost of Roundabout and fish culvert replacement project is \$8,500,000.00. The City received a combination of 2 Grants for this project, 1 WSDOT grant for \$2,000,000.00 and a \$1,000,000.00 State Capital Grant for the fish culvert replacement. The balance of the project will be paid for by a combination of Traffic Impact Fees and Bond proceeds.

ATTACHMENTS:

- Exhibit A: WSDOT amendment agreement and Exhibit

This Amendment Number 1 to Agreement GCB 3258 is entered into between the Washington State Department of Transportation, hereinafter “WSDOT,” and the City of Lake Stevens, Washington, hereinafter the “City,” together referred to as the “Parties” and individually as the “Party.”

RECITALS

1. The Parties hereto entered into GCB 3258, hereinafter the “Agreement,” on February 13th, 2020, for the design and construction of a multi-lane roundabout and improvements at the intersection of State Route 9 (SR 9) and South Lake Stevens Road, hereinafter the “Project.”
2. Section 6.1 of the Agreement allows the Agreement to be amended or modified by the mutual agreement of the Parties.
3. The City has requested that WSDOT complete the design and construction of the fish-passable culvert in the Project, which is located at under the eastern leg of the roundabout, on South Lake Stevens Road.
4. WSDOT and the City agree to amend the Agreement and replace Exhibit B to reflect the estimated cost to the Project to include the design and construction of the fish-passable culvert.

NOW, THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants and performances contained herein, and the attached Exhibit B-1 that is incorporated herein by this reference,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

- 1.1 The Parties agree that Exhibit B is deleted in its entirety and is replaced with Exhibit B-1.
- 1.2 Exhibit B-1 reflects the estimated cost of the Project. Estimated Total Project Costs are Eight Million and 00/100 Dollars (\$8,000,000.00). WSDOT Indirect Cost rates are waived for this Project.
- 1.3 Section 6.2.4 is amended to read as follows:

If the City, pursuant to Section 1.3 of this Agreement, receives written notification of the bid price from WSDOT and requests that the Project not be awarded due to the bids exceeding the available budget, the Parties will meet and decide whether to repackage the work within the Project and submit a new package for advertisement. If the bid price for the Project is in excess of \$8.5 million dollars, the City may request that other intersection concepts be considered, including a signalized intersection concept, in which event, WSDOT agrees to work with the City in the development and approval of a design concept that meets the operational and safety needs for the intersection. The City shall develop the final design for the intersection based on the agreed upon intersection concept, which upon completion shall be submitted to WSDOT for review for compliance of the design with WSDOT standards and when determined to be compliant, processed to permitting. A new bid package following WSDOT review and permitting, shall be submitted for advertisement consistent with this Agreement.

2. TERMS AND CONDITIONS

- 2.1 All other terms and conditions of the original Agreement shall remain in full force and effect except as modified or amended by the Parties by mutual agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the GCB 3258 Agreement as of the Party's date last signed below.

City of Lake Stevens	Washington State Department of Transportation
<u>Sign and Date:</u> 	<u>Sign and Date:</u>
Brett Gailey Mayor	Amir Rasaie Assistant Regional Administrator SnoKing Project Development

ROUNDBOUT ESTIMATE - BREAKDOWN BY UNIT BID ITEM

SR: 9

MP: 13.76

Title: SR 9/South Lake Stevens Road - Intersection Improvements

WIN: A00913J

PIN: 100913J

ITEM NO.	STD. ITEM NO.	DESCRIPTION	UNIT MEAS	UNIT PRICE	QUANTITY	Cost
PREPARATION						
2	0025	CLEARING AND GRUBBING	ACRE	\$ 15,000.00	1.40	\$ 21,000.00
3	0050	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	\$ 1.00	55000.00	\$ 55,000.00
GRADING						
4	0310	ROADWAY EXCAVATION INCL. HAUL	C.Y.	\$ 35.00	820.00	\$ 28,700.00
5	0408	SELECT BORROW INCL. HAUL	TON	\$ 20.00	1630.00	\$ 32,600.00
6	0431	GRAVEL BORROW INCL. HAUL	TON	\$ 30.00	3000.00	\$ 90,000.00
7	0470	EMBANKMENT COMPACTION	C.Y.	\$ 10.00	2500.00	\$ 25,000.00
DRAINAGE						
8	1030	DITCH EXCAVATION INCL. HAUL	C.Y.	\$ 50.00	27.00	\$ 1,350.00
9	1040	CHANNEL EXCAVATION INCL. HAUL	C.Y.	\$ 25.00	1860.00	\$ 46,500.00
10	1054	GRATE INLET TYPE 2	EACH	\$ 2,000.00	1.00	\$ 2,000.00
		STREAMBED MATERIAL	TON	\$ 50.00	1300.00	\$ 65,000.00
11		STREAMBED COBBLES 4 IN.	TON	\$ 75.00	10.00	\$ 750.00
		STREAMBED COBBLES 8 IN.	TON	\$ 75.00	610.00	\$ 45,750.00
12	0906	STREAMBED BOULDER ONE MAN	TON	\$ 70.00	0.00	\$ -
13	0907	STREAMBED BOULDER TWO MAN	TON	\$ 70.00	80.00	\$ 5,600.00
	0908	STREAMBED BOULDER THREE MAN	EACH	\$ 180.00	130.00	\$ 23,400.00
	0909	STREAMBED BOULDER FOUR MAN	EACH	\$ 200.00	2.00	\$ 400.00
14	1086	QUARRY SPALLS	TON	\$ 60.00	35.00	\$ 2,100.00
15	1160	UNDERDRAIN PIPE 6 IN. DIAM	L.F.	\$ 25.00	220.00	\$ 5,500.00
16	3075	TEMPORARY STREAM DIVERSION	L.S.	\$ 1.00	40000.00	\$ 40,000.00
17	3076	FISH EXCLUSION	EST.	\$ 10,000.00	1.00	\$ 10,000.00
18		LARGE WOODY MATERIAL (LWM) TYPE A	EACH	\$ 1,700.00	16.00	\$ 27,200.00
19		LARGE WOODY MATERIAL (LWM) TYPE B	EACH	\$ 1,300.00	8.00	\$ 10,400.00
20		LARGE WOODY MATERIAL (LWM) TYPE C	EACH	\$ 1,000.00	8.00	\$ 8,000.00
		LARGE WOODY MATERIAL (LWM) TYPE D	EACH	\$ 1,200.00	16.00	\$ 19,200.00
21		BIO-RETENTION TREATMENT SOIL MIX	C.Y.	\$ 75.00	158.00	\$ 11,850.00
STORM SEWER						
22	3090	CATCH BASIN TYPE 2 48 IN. DIAM. W/FLOW RESTRICTOR	EACH	\$ 7,500.00	1.00	\$ 7,500.00
23	3090	CATCH BASIN TYPE 2 54 IN. DIAM. WITH DEBRI CAGE	EACH	\$ 6,500.00	1.00	\$ 6,500.00
24	3091	CATCH BASIN TYPE 1	EACH	\$ 1,600.00	13.00	\$ 20,800.00
25	3105	CATCH BASIN TYPE 2 48 IN. DIAM.	EACH	\$ 3,700.00	12.00	\$ 44,400.00
26	3151	TESTING STORM SEWER PIPE	L.F.	\$ 3.50	2038.00	\$ 7,133.00
27	3541	SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	L.F.	\$ 60.00	482.00	\$ 28,920.00
28	3542	SCHEDULE A STORM SEWER PIPE 18 IN. DIAM.	L.F.	\$ 100.00	364.00	\$ 36,400.00
29		TEMPORARY SCHEDULE A STORM SEWER PIPE 12 IN. DIAM	L.F.	\$ 120.00	10.00	\$ 1,200.00
30	3607	CORRUGATED POLYETHYLENE STORM SEWER PIPE 18 IN. DIAM.	L.F.	\$ 30.00	517.00	\$ 15,510.00
SANITARY SEWER						
31	3152	TESTING SEWER PIPE	L.F.	\$ 4.00	558.00	\$ 2,232.00
32	3767	PVC SANITARY SEWER PIPE 8 IN. DIAM.	L.F.	\$ 100.00	324.00	\$ 32,400.00
33	3772	DUCTILE IRON SEWER PIPE 8 IN. DIAM.	L.F.	\$ 75.00	256.00	\$ 19,200.00
34	3774	DUCTILE IRON SEWER PIPE 12 IN. DIAM.	L.F.	\$ 120.00	658.00	\$ 78,960.00
35		INSULATING CASING SPACERS	EACH	\$ 50.00	75.00	\$ 3,750.00
WATER LINES						
36		WATER LINE RELOCATION	L.F.	\$ 500.00	85.00	\$ 42,500.00
STRUCTURE						
37	4005	STRUCTURE EXCAVATION CLASS A	C.Y.	\$ 40.00	1130.00	\$ 45,200.00
38	4013	SHORING OR EXTRA EXCAVATION CL. A	L.S.	\$ 1.00	25000.00	\$ 25,000.00
39	4025	GRAVEL BACKFILL FOR WALL	C.Y.	\$ 50.00	200.00	\$ 10,000.00
40	4150	ST. REINF. BAR FOR RETAINING WALL	LB.	\$ 1.75	7915.00	\$ 13,851.25
41	4139	CONC. CLASS 4000 FOR RETAINING WALL	C.Y.	\$ 1,100.00	139.00	\$ 152,900.00
42	4334	AGENCY DESIGNED BURIED STRUCTURE NO. 1	L.S.	\$ 1.00	500000.00	\$ 500,000.00
43		PEDESTRIAN RAIL	L.F.	\$ 150.00	90.00	\$ 13,500.00
44		WALL MOUNTED CABLE FENCE	L.F.	\$ 100.00	200.00	\$ 20,000.00
SURFACING						
45	5100	CRUSHED SURFACING BASE COURSE	TON	\$ 38.00	1000.00	\$ 38,000.00
CEMENT CONCRETE PAVEMENT						
46	5625	CEMENT CONC. PAVEMENT	C.Y.	\$ 500.00	5.00	\$ 2,500.00
47		TEXTURED AND PIGMENTED CEMENT CONCRETE PAVEMENT	S.Y.	\$ 200.00	1700.00	\$ 340,000.00
48	5685	CORROSION RESISTANT DOWEL BAR	EACH	\$ 55.00	310.00	\$ 17,050.00
HOT MIX ASPHALT						
49	5711	PLANING BITUMINOUS PAVEMENT	S.Y.	\$ 10.00	827.00	\$ 8,270.00
50	5717	HMA FOR PRELEVELING CL. 1/2 IN. PG 58H-22	TON	\$ 120.00	3500.00	\$ 420,000.00
51	5767	HMA CL. 1/2 IN. PG 58H-22	TON	\$ 105.00	3100.00	\$ 325,500.00

52	5830	JOB MIX COMPLIANCE PRICE ADJUSTMENT	CALC	\$ 22,365.00	1	\$ 22,365.00
53	5835	COMPACTION PRICE ADJUSTMENT	CALC	\$ 14,910.00	1	\$ 14,910.00
54	5837	ASPHALT COST PRICE ADJUSTMENT	CALC	\$ 14,661.00	1	\$ 14,661.00
55	6516	CYCLIC DENSITY PRICE ADJUSTMENT	CALC	\$ (4.00)	1.00	\$ (4.00)
EROSION CONTROL AND ROADSIDE PLANTING						
56	6403	ESC LEAD	DAY	\$ 125.00	100.00	\$ 12,500.00
57	6471	INLET PROTECTION	EACH	\$ 150.00	10.00	\$ 1,500.00
58	6468	STABILIZED CONSTRUCTION ENTRANCE	S.Y.	\$ 30.00	201.00	\$ 6,030.00
59	6500	COMPOST SOCK	L.F.	\$ 8.00	6050.00	\$ 48,400.00
60		COMPOST SOCK FOR SOIL STABILIZATION	L.F.	\$ 8.00	2837.00	\$ 22,696.00
61	6490	EROSION/WATER POLLUTION CONTROL	EST.	\$ 125,000.00	1.00	\$ 125,000.00
62	6472	TEMPORARY CURB	L.F.	\$ 20.00	30.00	\$ 600.00
63	6431	SEEDING, FERTILIZING AND MULCHING	S.Y.	\$ 10.00	2920.00	\$ 29,200.00
64	6391	TOPSOIL TYPE A	S.Y.	\$ 30.00	85.00	\$ 2,550.00
65	6552	PSIPE WESTERN RED CEDAR, NO. 2 CONT.	EACH	\$ 25.00	40.00	\$ 1,000.00
66	6552	PSIPE DOUGLAS FIR, NO. 2 CONT.	EACH	\$ 25.00	132.00	\$ 3,300.00
67	6552	PSIPE WESTERN WHITE PINE, NO. 2 CONT.	EACH	\$ 25.00	80.00	\$ 2,000.00
68	6552	PSIPE EXCELSA CEDAR, NO. 2 CONT.	EACH	\$ 25.00	1.00	\$ 25.00
69	6552	PSIPE CREEPING OREGON GRAPE, NO. 1 CONT.	EACH	\$ 14.00	220.00	\$ 3,080.00
70	6552	PSIPE BEAKED HAZELNUT	EACH	\$ 25.00	90.00	\$ 2,250.00
71	6552	PSIPE SITKA SPRUCE, NO. 2 CONT.	EACH	\$ 25.00	36.00	\$ 900.00
72	6552	PSIPE WESTERN SERVICEBERRY, NO. 2 CONT.	EACH	\$ 25.00	42.00	\$ 1,050.00
73	6552	PSIPE WESTERN CRABAPPLE, NO. 2 CONT.	EACH	\$ 25.00	42.00	\$ 1,050.00
74	6552	PSIPE RED FLOWERING CURRANT, NO. 1 CONT.	EACH	\$ 14.00	68.00	\$ 952.00
75	6552	PSIPE SALAL, NO. 1 CONT.	EACH	\$ 14.00	215.00	\$ 3,010.00
76	6552	PSIPE BEACH STRAWBERRY, NO. 1 CONT.	EACH	\$ 14.00	100.00	\$ 1,400.00
77	6552	PSIPE THIMBLEBERRY, NO. 1 CONT.	EACH	\$ 14.00	380.00	\$ 5,320.00
78	6552	PSIPE SNOWBERRY, NO. 1 CONT.	EACH	\$ 14.00	362.00	\$ 5,068.00
79	6552	PSIPE WESTERN SWORD FERN, NO. 1 CONT.	EACH	\$ 14.00	385.00	\$ 5,390.00
80	6552	PSIPE VINE MAPLE, NO. 1 CONT.	EACH	\$ 25.00	164.00	\$ 4,100.00
81	6552	PSIPE HARDSTEM BULRUSH, BAREFOOT	EACH	\$ 2.00	3765.00	\$ 7,530.00
82	6552	PSIPE MT. VERNON LAUREL, NO. 1 CONT.	EACH	\$ 14.00	30.00	\$ 420.00
83	6552	PSIPE NOOTKA ROSE, NO.1 CONT.	EACH	\$ 14.00	465.00	\$ 6,510.00
84	6552	PSIPE DOUGLAS SPIREA, NO. 1 CONT.	EACH	\$ 14.00	430.00	\$ 6,020.00
85	6483	FINE COMPOST	S.Y.	\$ 6.50	2720.00	\$ 17,680.00
86	6484	MEDIUM COMPOST	S.Y.	\$ 5.00	2030.00	\$ 10,150.00
87	6546	PROJECT AREA WEED AND PEST CONTROL	EST.	\$ 5,000.00	1.00	\$ 5,000.00
88	6530	SOIL AMENDMENT	S.Y.	\$ 5.50	2390.00	\$ 13,145.00
89	6580	BARK OR WOOD CHIP MULCH	S.Y.	\$ 5.50	3550.00	\$ 19,525.00
90	6578	BARK OR WOOD CHIP MULCH RINGS	EACH	\$ 6.00	550.00	\$ 3,300.00
91	6555	SOD INSTALLATION	S.Y.	\$ 22.00	333.00	\$ 7,326.00
92	6630	HIGH VISIBILITY FENCE	L.F.	\$ 4.00	2850.00	\$ 11,400.00
93	6635	HIGH VISIBILITY SILT FENCE	L.F.	\$ 5.50	270.00	\$ 1,485.00
94		ROUNDAABOUT COBBLE 8 IN.	TON	\$ 50.00	30.00	\$ 1,500.00
95		SOIL DECOMPACTION	S.Y.	\$ 10.00	127.00	\$ 1,270.00
96		HIGH VISIBILITY STAKING	L.F.	\$ 3.50	2500.00	\$ 8,750.00
97		SELECTIVE CLEARING, GRUBBING AND PRUNNING	ACRE	\$ 5,000.00	1.00	\$ 5,000.00
TRAFFIC						
98	6698	ROUNDAABOUT SPLITTER ISLAND NOSING CURB	EACH	\$ 450.00	4.00	\$ 1,800.00
99	6699	ROUNDAABOUT CEMENT CONCRETE CURB AND GUTTER	L.F.	\$ 45.00	1761.00	\$ 79,245.00
100	6700	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	\$ 50.00	511.00	\$ 25,550.00
101	6708	ROUNDAABOUT CENTRAL ISLAND CEMENT CONCRETE CURB	L.F.	\$ 60.00	176.00	\$ 10,560.00
102	6709	ROUNDAABOUT TRUCK APRON CEM. CONC. CURB AND GUTTER	L.F.	\$ 65.00	425.00	\$ 27,625.00
103	6707	CEMENT CONC. PEDESTRIAN CURB	L.F.	\$ 60.00	73.00	\$ 4,380.00
104	6727	EXTRUDED CURB	L.F.	\$ 15.00	1028.00	\$ 15,420.00
105	6711	BEAM GUARDRAIL TYPE 31 - 8 FT. LONG POST	L.F.	\$ 33.00	860.00	\$ 28,380.00
106	6757	BEAM GUARDRAIL TYPE 31	L.F.	\$ 35.00	1524.00	\$ 53,340.00
107	6766	BEAM GUARDRAIL ANCHOR TYPE 10	EACH	\$ 1,500.00	4.00	\$ 6,000.00
108	6783	RAISING EXISTING BEAM GUARDRAIL	L.F.	\$ 24.00	100.00	\$ 2,400.00
109		BEAM GUARDRAIL TYPE 31 TO BEAM GUARDRAIL TYPE 1 ADAPTOR	EACH	\$ 5,000.00	3.00	\$ 15,000.00
110	6781	TEMPORARY BARRIER	L.F.	\$ 30.00	1420.00	\$ 42,600.00
111	7440	TEMPORARY IMPACT ATTENUATOR	EACH	\$ 4,000.00	4.00	\$ 16,000.00
112	7445	RESETTING IMPACT ATTENUATOR	EACH	\$ 1,500.00	4.00	\$ 6,000.00
113	7447	TRANSPORTABLE ATTENUATOR	EACH	\$ 12,000.00	7.00	\$ 84,000.00
114	7449	OPERATION OF TRANSPORTABLE ATTENUATOR	HR	\$ 62.00	1176.00	\$ 72,912.00
115	7450	REPAIR TRANSPORTABLE ATTENUATOR	EST.	\$ 5,000.00	1.00	\$ 5,000.00
116	6832	FLEXIBLE GUIDE POST	EACH	\$ 50.00	16.00	\$ 800.00
117	6807	PLASTIC LINE	L.F.	\$ 2.00	5158.00	\$ 10,316.00
118	6845	PROFIED PLASTIC WIDE LANE LINE	L.F.	\$ 6.00	1247.00	\$ 7,482.00
119	6828	PLASTIC WIDE LANE LINE	L.F.	\$ 4.00	2463.00	\$ 9,852.00
120	6857	PLASTIC CROSSWALK LINE	S.F.	\$ 10.00	460.00	\$ 4,600.00
121	6833	PLASTIC TRAFFIC ARROW	EACH	\$ 400.00	11.00	\$ 4,400.00
122	6880	PAINTED DRAINAGE MARKING	EACH	\$ 35.00	29.00	\$ 1,015.00
123	6881	PLASTIC DRAINAGE MARKING	EACH	\$ 80.00	22.00	\$ 1,760.00
124	6884	RAISED PAVEMENT MARKER TYPE 2	HUND	\$ 750.00	0.58	\$ 435.00
125	6890	PERMANENT SIGNING	L.S.	\$ 1.00	11000.00	\$ 11,000.00

126	6895	TEMPORARY PAVEMENT MARKING-SHORT DURATION	L.F.	\$ 0.90	18350.00	\$ 16,515.00
127	6896	TEMPORARY PAVEMENT MARKING-LONG DURATION	L.F.	\$ 1.50	25300.00	\$ 37,950.00
128	6903	TEMPORARY ILLUMINATION SYSTEM SUA XXXX	L.S.	\$ 1.00	37000.00	\$ 37,000.00
129	6904	ILLUMINATION SYSTEM SUA XXXX	L.S.	\$ 1.00	100000.00	\$ 100,000.00
130	6914	ITS ES AND CCTV	L.S.	\$ 1.00	95000.00	\$ 95,000.00
131	6917	DIRECTIONAL BORING	L.F.	\$ 85.00	0.00	\$ -
132	6956	SEQUENTIAL ARROW SIGN	HR	\$ 7.00	500.00	\$ 3,500.00
133	6973	OTHER TEMPORARY TRAFFIC CONTROL	L.S.	\$ 1.00	40000.00	\$ 40,000.00
		PCMS	HR	\$ 10.00	336.00	\$ 3,360.00
135	6992	OTHER TRAFFIC CONTROL LABOR	HR	\$ 65.00	534.00	\$ 34,710.00
136	6974	TRAFFIC CONTROL SUPERVISOR	L.S.	\$ 1.00	100800.00	\$ 100,800.00
137	6982	CONSTRUCTION SIGNS CLASS A	S.F.	\$ 30.00	200.00	\$ 6,000.00
138	6821	PAINTED CROSSHATCH MARKING	L.F.	\$ 2.00	478.00	\$ 956.00
139	6847	PLASTIC WIDE DOTTED ENTRY LINE	L.F.	\$ 6.00	236.00	\$ 1,416.00
140		CONTRACTOR PROVIDED UNIFORMED LAW ENFORCEMENT	HR	\$ 120.00	672.00	\$ 80,640.00
OTHER ITEMS						
141	6997	MIN BID REQ - TYPE B PROGRESS SCHEDULE \$5,000	L.S.	\$ 1.00	5000.00	\$ 5,000.00
142	7006	STRUCTURE EXCAVATION CLASS B INCL. HAUL	C.Y.	\$ 25.00	4255.00	\$ 106,375.00
143	7008	SHORING OR EXTRA EXCAVATION CLASS B	S.F.	\$ 2.50	19332.00	\$ 48,330.00
144	7017	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	C.Y.	\$ 60.00	90.00	\$ 5,400.00
145	7014	GAVEL BACKFILL FOR DRAIN	C.Y.	\$ 50.00	10.00	\$ 500.00
146	7015	CONTROLLED DENSITY FILL	C.Y.	\$ 1,000.00	0.30	\$ 300.00
147	7037	STRUCTURE SURVEYING	L.S.	\$ 1.00	8000.00	\$ 8,000.00
148	7038	ROADWAY SURVEYING	L.S.	\$ 1.00	20000.00	\$ 20,000.00
149	7042	ADA FEATURES SURVEYING	L.S.	\$ 1.00	5000.00	\$ 5,000.00
150	7055	CEMENT CONC. SIDEWALK	S.Y.	\$ 150.00	311.00	\$ 46,650.00
151	7059	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 4	S.Y.	\$ 150.00	40.00	\$ 6,000.00
152	7058	CEMENT CONC. CURB RAMP TYPE PARALLEL A	EACH	\$ 3,000.00	4.00	\$ 12,000.00
153	7054	DETECTABLE WARNING SURFACE	S.F.	\$ 45.00	121.00	\$ 5,445.00
154	7085	COATED CHAIN LINK FENCE TYPE 3	L.F.	\$ 40.00	508.00	\$ 20,320.00
155	7106	DOUBLE 20 FT. COATED CHAIN LINK GATE	EACH	\$ 2,200.00	2.00	\$ 4,400.00
156	9605	CONNECTION TO DRAINAGE STRUCTURE	EACH	\$ 1,500.00	1.00	\$ 1,500.00
157	7360	MANHOLE 48 IN. DIAM. TYPE 1	EACH	\$ 4,500.00	1.00	\$ 4,500.00
158	7369	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE 1	L.F.	\$ 150.00	7.00	\$ 1,050.00
159	3100	ADJUST CATCH BASIN	EACH	\$ 500.00	5.00	\$ 2,500.00
160	3110	LOCKING SOLID METAL COVER AND FRAME FOR CATCH BASIN	EACH	\$ 1,000.00	10.00	\$ 10,000.00
161	7350	CLEANING EXISTING DRAINAGE STRUCTURE	L.S.	\$ 1.00	3000.00	\$ 3,000.00
162	7715	FORCE ACCOUNT POTHOLING UTILITIES	EST.	\$ 10,000.00	1.00	\$ 10,000.00
163	7715	FORCE ACCOUNT STREAMBED SAND	EST.	\$ 1,000.00	1.00	\$ 1,000.00
164	7715	FORCE ACCOUNT LOW FLOW CHANNEL GRADING	EST.	\$ 10,000.00	1.00	\$ 10,000.00
165	7480	ROADSIDE CLEANUP	EST.	\$ 7,500.00	1.00	\$ 7,500.00
166	7725	REIMBURSEMENT FOR THIRD PARTY DAMAGE	EST.	\$ 1.00	5.00	\$ 5.00
167	7728	MINOR CHANGE	CALC	\$ (1.00)	1.00	\$ (1.00)
168	7732	AGGREGATE COMPLIANCE PRICE ADJUSTMENT	CALC	\$ (3.00)	1.00	\$ (3.00)
169		ELECTRONIC TICKETING SYSTEM	L.S.	\$ 5,000.00	1.00	\$ 5,000.00
170	7736	SPCC PLAN	L.S.	\$ 10,000.00	1.00	\$ 10,000.00
171	7530	CONSTRUCTION GEOTEXTILE FOR SEPARATION	S.Y.	\$ 5.00	29.00	\$ 145.00
172	7550	CONSTRUCTION GEOTEXTILE FOR UNDERGROUND DRAINAGE	S.Y.	\$ 6.00	120.00	\$ 720.00
173	7552	CONSTRUCTION GEOTEXTILE FOR SOIL STABILIZATION	S.Y.	\$ 4.50	4.00	\$ 18.00
174	7405	JUST IN TIME TRAINING	L.S.	\$ 5,000.00	1.00	\$ 5,000.00
175		TEMPORARY DEWATERING SYSTEM	L.S.	\$ 10,000.00	1.00	\$ 10,000.00

Subtotal for Percentages

Bid Item Subtotal:		\$ 4,804,163.25
Mobilization:	10%	\$ 588,080.00
Subtotal:		\$ 5,392,243.25
Sales Tax:	9%	\$ 555,000.26
Bid Item Total:		\$ 5,947,243.51

Construction Engineering:	12%	\$ 713,669.22
Contingencies:	4%	\$ 237,889.74

Construction Total: \$ 6,898,802.47

Preliminary Engineering Total	\$ 1,508,000
Wetland Mitigation Credit	\$ 65,000
Right of Way Total	\$ 2,000

Total Cost of Project \$ 8,473,802.47



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: May 25, 2021

Subject: Finance Department Reorganization

Contact Person/Department: Barb Stevens/ Finance

Budget Impact: \$58,746

ACTION REQUESTED OF COUNCIL:

- 1) Authorize: Reclassification of vacant Senior Accountant position to Accounting Manager
- 2) Authorize: Establishment of Accountant position - Public Works

Department Overview:

The Finance Department consists of three full-time accounting staff members *and one A/P clerk who is a shared FTE with the City Clerk*, who provide comprehensive financial support to all City departments. Financial responsibilities include treasury cash control, grant assistance and review, capital project tracking, payroll, accounts payable, accounts receivable, budget preparation and control, financial reporting, and auditing. Additionally, two half-time Office Assistances perform reception, cash receipting, park scheduling, and general office duties.

Current Department Organization



Background:

Last year, we were asked by Council to strategically analyze our department needs to include future growth. Working with Human Resources, we created a future staffing plan for the next 5 years that included increasing the number of FTEs in the department to eleven. **Some of the planned positions may change with the addition of the Sewer District staff. At the time of assumption, we will analyze the current positions and staffing levels and adjust as needed. The organizational changes being proposed will not be affected by an assumption.*

An initial step in the strategic plan was to make the part-time Accounts Payable clerk position full-time and expand the duties to include inventory control, records management, and general accounting functions. This position was approved in the 2021 budget to be implemented in June dependent upon revenue levels. As reported to Council, we will be moving forward with this transition in the coming weeks.

1) Reclassification of Senior Accountant

Unfortunately, very recently, the Senior Accountant position was vacated. The addition of the Senior Accountant position in 2016, increased efficiencies in the department and expanded citywide financial functions. Prior to leaving we explored options to retain the individual, but in the end, we were unable to match the offer. He will be greatly missed, and we wish him well.

Considering the growth and increased expectation of the department, I am proposing to reclassify the position from Senior Accountant to Accounting Manager while vacant. As the department grows to meet the needs of the City, the Director's span of control increases beyond a reasonable level, limiting the resources available to staff.

Reclassifying the position now would allow us to strategically hire the best candidate for the future of the department, while setting clear expectations for the position and ultimately setting everyone up for success.

***Sewer Assumption Planning: The Finance Department will require two accounting managers. One for the general city accounting functions, and one for the utilities. Moving forward with this reclassification is in line with the future strategy.*

The Accounting Manager would be responsible for direct supervision of the staff accountants while continuing to fulfill the technical duties of the department, allowing the Director to focus on strategic planning, policy implementation and oversight.

Human Resources has reviewed comparable positions and we would recommend the FLSA exempt salary range of NRE 57. This is equivalent to similar level positions in the City including the Planning Manager and PW Operations Manager.

The budget impact of the reclassification is estimated at \$7,000 for 2021 if the candidate is hired at the top step of the range, otherwise the cost will be less. The overall annual increase is estimated at \$14,000 for salary and benefits. This is an insignificant increase for the benefit received.

2) Establish: Accountant – Public Works

During the 2021 budget process, a new accounting position that would focus primarily on the extensive demands of the public works department was also proposed. Position essentials would include capital project budgeting and tracking, grant administration, capital project contracting closeout, impact fee reporting, and would be tasked with the accounting and reporting requirements of the Transportation Benefit District (TBD) once funded. This position was not approved in 2021 and had been subsequently moved in the staffing plan to 2022 for re-proposal.

I recommend authorizing this Accountant position now, versus waiting until 2022.

Currently, the Capital Project Manager, the city engineering staff, and the Public Works Director administer the public works grants, and process capital project closeouts. This position will help to minimize the administrative burden being placed on these upper level positions, so they are able to focus their time and resources on the more technical aspects of their jobs. In addition, the temporary vacancy of the City Engineer position, and the planned leave of the Capital Project Manager this summer, add to the urgency of this position.

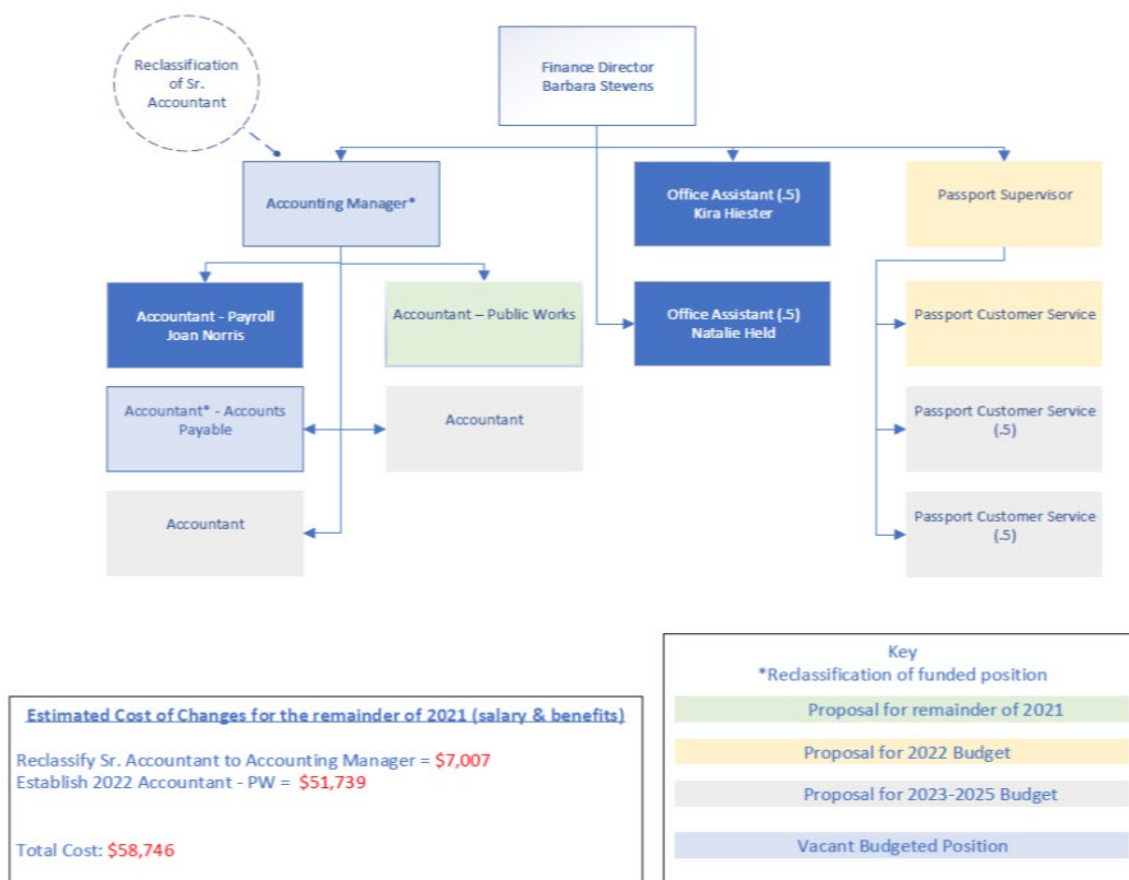
As part of the grant administration duties, this position will also administer the anticipated American Rescue Plan Act (ARPA) funds. These funds are similar to the CARES Act grant funds received in 2020, administered by the Finance Director, with assistance from the Planning Director and City Clerk.

The City has an established salary range for the Accountant positions at FLSA non-exempt range NR26. The budget impact of this position is estimated at \$51,700 for 2021. This is estimated at a mid-range step and includes benefits. The overall annual cost is estimated at \$103,000 for salary and benefits. This position will report directly to the Accounting Manager (*if reclassification is approved*) and collaborate with the Public Works department.

Based on the functions and duties of this position, the majority of costs will be allocated to capital projects and grants and will not be a burden on the operating funds. A significant portion will be paid for by the ARPA funds for the administration of the grant over multiple years.

Summary:

This reorganization will be an added value, not only to the Finance Department, but Citywide. This recommendation has the support of the Mayor, City Administrator, and the Public Works Director.



APPLICABLE CITY POLICIES:

In accordance with the Financial Management Policies, Budget Themes and Policies, and the Revised Code of Washington, changes in the budgeted positions and salaries must be brought before the City Council.

BUDGET IMPACT:

If authorized, a budget amendment will be brought back to Council for approval in the future.

**Preamble:**

The City of Lake Stevens recognizes the important value diversity has in our community. To us there are many facets of a diverse society which include, but not limited to, race, religion, ethnicity, gender, socio-economic level, mental and physical differences, age, and sexual orientation.

Established in 2021, the Community Advisory Council works to identify issues, prioritize support, and ensure that the diverse character of the community is represented in decision-making processes with regards to diversity and inclusion. Committee members should reflect the racial, ethnic and socioeconomic diversity of the Lake Stevens area.

Mission:

The mission of the Community Advisory Council is to:

1. **Advise** the City on diversity, equality, inclusion and access strategies and policies that improve outcomes for all;
2. **Assist** the City in strengthening the relationship with diverse community groups;
3. **Lead** the community in thought-provoking discussions which support cultural understanding, mutual respect, and inclusivity. Furthering the enhancement of our community as one where cultural and physical diversity is celebrated as an important asset.

Duties:

The duties of the committee members shall include, but are not limited to:

1. Advising the Mayor on outreach strategies to engage the diverse communities of Lake Stevens;
2. Working with residents, staff, and elected officials to help develop the Community Advisory Council's annual work plan with goals and actions that embraces the City's goal to build a welcoming and friendly community where all can thrive;
3. Serving as an ambassador for the Community Advisory Council and promoting the Council's work to the constituents a member is representing, which includes collecting feedback that can be shared with the Council;
4. Attending at least six Community Advisory Council monthly meetings throughout a member's appointment year.

Membership:

The Community Advisory Council shall consist of up to 10 members. Members shall serve two-year terms. Vacant seats will be filled every January and June. There shall be no limit on the number of terms a member can serve.

Anyone interested in serving on the Council will be required to complete an application. All applicants must be a City resident or own a business in the City. Applicants may be required to participate in an interview. As much as possible the members of the committee shall be varied in experience and be representative of the city as a whole.

The City is looking for individuals with diverse backgrounds including work experience, race/ethnicity, sexual orientation, physical and mental differences, national origin, minimal English language proficiency, age, neighborhood residency, and civic leadership experience is desired among members.

Sample Online Application: If you want to be considered for the City of Lake Stevens Community Advisory Council, please provide the following information:

1. First Name:
2. Last Name:
3. Home or local business Address:
4. Phone:
5. Email:
6. Employer (if applicable):
7. Position:
8. Briefly describe your background and experience and how it's relevant to this Council (500 words max):
9. Discuss your motivation for serving on this Council (500 word max):
10. What community do you represent and what makes you a representative of that community?
11. Languages you speak other than English: