



CITY COUNCIL REGULAR MEETING

**Tuesday, January 6, 2026
6:00 p.m.**

Snohomish Carnegie, 105 Cedar Avenue
Remote Option Available

Zoom Meeting Participation Information
Use link: <https://us02web.zoom.us/j/83509840194>
Dial in: (253) 215-8782
Meeting ID: 835 0984 0194

AGENDA

- 1. CALL TO ORDER**
 - a. Roll Call
 - b. Pledge of Allegiance
- 2. PUBLIC COMMENTS** - Members of the public may address the City Council on items not listed as a Public Hearing or Action Item. Comments are limited to three (3) minutes per speaker.
- 3. APPROVE AGENDA Contents and Order**
- 4. CONSENT ITEMS**
 - a. APPROVE Minutes of the December 2, 2025 Regular Meeting
 - b. APPROVE Minutes of the December 23, 2025 Special Meeting
 - c. APPROVE Vouchers and ACH Transactions
 - d. AUTHORIZE the Mayor to Execute a Land Use Agreement with Bonneville Power Administration (BPA) for the Homestead Park Project
 - e. AUTHORIZE the Mayor to Execute a Contract with Snohomish County Public Defender's Association for Indigent Defense Services
 - f. AUTHORIZE the Mayor to Execute a Grant Agreement with the Department of Ecology
- 5. ACTION ITEMS**
 - a. ELECT City Council President
 - b. APPOINT Elected Leader Liaisons
 - c. AUTHORIZE the Mayor to Execute a Grant Agreement with the Washington State Transportation Improvement Board
 - d. Establishing a Revised Speed Limit for Second Street - PASS Resolution 1495
 - e. CONFIRM Mayor's Appointment of Ken Klein as City Administrator
- 6. OTHER BUSINESS/INFORMATION ITEMS**

7. COUNCILMEMBER COMMENTS
8. COUNCIL PRESIDENT'S ITEMS/REPORTS
9. CITY ADMINISTRATOR'S COMMENTS
10. MAYOR'S COMMENTS
11. ADJOURN

NEXT SCHEDULED MEETING: Tuesday, January 20, 2026, Regular City Council Meeting

Notice of Accommodations and Equal Opportunity Statement

Specialized accommodations are available upon request with at least five (5) days' advance notice. To request accommodation, please contact the City Clerk's Office at (360) 568-3115.

This organization is an Equal Opportunity Provider.



CITY COUNCIL MEETING STAFF REPORT

Date: January 6, 2026

Agenda Section: CONSENT ITEMS

From: City Clerk, Melissa Collins, MMC

Subject: **APPROVE Minutes of the December 2, 2025 Regular Meeting**

SUMMARY: APPROVE Minutes of the December 2, 2025 Regular Meeting

ATTACHMENT(S):

12.02.2025 REG Minutes.pdf

**City of Snohomish City Council Meeting Minutes
Tuesday, December 2, 2025**

1. **CALL TO ORDER:** Mayor Linda Redmon called the Snohomish City Council Regular Meeting to order at 5:00 p.m., Tuesday, December 2, 2025. The meeting was held in hybrid format with in-person attendance at the Snohomish Carnegie, 105 Cedar Avenue, Snohomish, and remote online access via Zoom.

a. Roll Call

City Clerk Melissa Collins called the roll with the following Councilmembers Present:

Lea Anne Burke, David Flynn, Karen Guzak, Judith Kuleta (virtual), Tom Merrill, and Felix Neals.

b. Pledge of Allegiance

Mayor Redmon asked for a motion to suspend Council rules regarding the order of the agenda.

*Motion by Councilmember Guzak, second by Councilmember Neals to suspend council rules regarding the order of the agenda as presented. **Motion passed (6-0).***

2. **INTERVIEW CANDIDATES FOR CITY COUNCIL POSITION 1 VACANCY**

a. City Council Position 1 Vacancy Interviews

Council interviewed Melissa Carico, Terry Lippincott, Tabitha Baty, and Todd Nichols.

3. **VOTE TO APPOINT COUNCILMEMBER**

a. Vote to Appoint Councilmember Position 1

Council cast their votes to identify the appointee.

Motion by Councilmember Guzak, second by Councilmember Merrill to appoint Terry Lippincott to fill vacant Council Position #1. **Motion passed unanimously (6-0).**

4. **PROCLAMATIONS, PRESENTATIONS AND RECOGNITIONS**

a. Oaths of Office

City Clerk Melissa Collins administered the Oath of Office to the following:

- Councilmember Appointee Terry Lippincott (took her seat at Position 1)
- Mayor-Elect Aaron Hoffman
- Council at Large Position 4 Tom Merrill
- Council at Large Position 5 David Flynn
- Council-Elect Position 7 Anup Deol

Mayor Redmond read proclamations honoring outgoing Councilmembers Guzak and Burke.

Council President Merrill read a proclamation recognizing outgoing Mayor Redmon.

The meeting recessed at 6:17 p.m., and reconvened at 6:22 p.m.

5. PUBLIC COMMENTS

Public comments were made.

6. APPROVE AGENDA Contents and Order

*Motion by Councilmember Merrill, second by Councilmember Neals to approve the agenda as presented. **Motion passed unanimously (7-0).***

7. CONSENT ITEMS

- a. APPROVE Minutes of the November 18, 2025 Regular Meeting
- b. APPROVE Minutes of the November 25, 2025 Special Meeting
- c. APPROVE Vouchers and Payroll ACH Transactions
- d. ADOPT 2026 Legislative Agenda
- e. Adopting the Updated Financial Management Policy – ADOPT Ordinance 2535
- f. AUTHORIZE Mayor to Execute an Interlocal Agreement with the Snohomish Regional Drug Task Force

*Motion by Councilmember Neals, second by Councilmember Burke to approve the Consent Items as presented. **Motion passed unanimously (7-0).***

8. DISCUSSION ITEMS

- a. Broadband Study Briefing

CBG Communications presented an update on the broadband enhancement study and outlined the scope of work within city limits, including expanding public Wi-Fi in parks and public spaces, improving internet access for multi-family housing and low-income residents, supporting digital navigation skills for community partners, and identifying grant and funding opportunities.

CBG noted they have provided briefings to several boards and commissions and are finalizing their report, with publication planned for January 2026. The scope of work was amended to include analysis of the Wireless Communications Facilities (SMC 14.242) chapter for consistency with current legal frameworks, with updates continuing into 2026.

9. PUBLIC HEARINGS

- a. Accessory Dwelling Unit Interim Official Control

Mayor Redmon opened the public hearing.

Director Brooke Eidem provided background information on Ordinance 2525 relating to Accessory Dwelling Units (ADUs) and Detached Accessory Dwelling Units (DADUs) and explained that the Interim Official Control (IOC) adopted on October 7, 2025, requires independent utility connections for DADUs at a reduced connection rate based on their Equivalent Residential Unit (ERU) size.

Director Eidem noted that the IOC was enacted to bring the City into immediate compliance with RCW 64.90.025. She clarified that while notice and a hearing are not

required prior to IOC enactment, a Public Hearing must be held within 60 days for the IOC to remain in effect.

Director Eidem outlined next steps, including staff collaboration with the Planning Commission to prepare permanent amendments during the IOC's effective period, with the Commission scheduled to begin work in January 2026 and provide recommendations to Council by spring.

Mayor Redmon opened Public Testimony. The following citizens provided testimony regarding Ordinance 2525:

- Jim Lewis
- Morgan Davis

Following testimony, Mayor Redmon closed the public comment period.

The City Council held deliberations on Ordinance 2525, and Mayor Redmon closed the public hearing.

10. ACTION ITEMS

- a. Amend SMC Chapters 11.08 Related to Parking – ADOPT Ordinance 2534

Public Works Director Nova Heaton provided a synopsis on the updates to Ordinance 2534 related to parking and explained that the ordinance modernizes the Snohomish Municipal Code Chapter 11.08 to align with current Washington State laws, update fee references to the City's adopted fee schedule, remove obsolete language, and clarify enforcement practices.

There were no comments from the public.

*Motion by Councilmember Neals, second by Councilmember Guzak to adopt Ordinance 2534 amending SMC Chapter 11.08 – Parking. **Motion passed unanimously (7-0).***

- b. AUTHORIZE the Mayor to Execute Amendment #1 to the Interlocal Agreement with Fire District #4

City Administrator Thomas-Murphy explained the purpose of Amendment #1 to the Fire Services Interlocal Agreement and noted that the amendment addresses fee collection and reimbursement procedures, collaboration on a fire hydrant inspection program, and establishes an annual review process for incorporated items. City Administrator Thomas-Murphy emphasized that the amendment fulfills the intent of the original agreements approved in July 2023 and reflects ongoing coordination between the City and the Fire District.

There were no public comments.

*Motion by Councilmember Flynn, second by Councilmember Lippincott to execute Amendment #1 to the Interlocal Agreement with Fire District #4 regarding fire services. **Motion passed unanimously (7-0).***

11. OTHER BUSINESS/INFORMATION ITEMS

There were no other business/information items.

12. COUNCILMEMBER COMMENTS

Councilmember Neals expressed appreciation for today’s process and shared excitement about working with everyone. Councilmember Flynn also valued the process and community involvement, though noted concern regarding disheartening emails received. Councilmember Burke reflected on her four years of service on the City Council, while Councilmember Guzak thanked the council, honored the Mayor and staff, and encouraged continued progress on the civic campus project.

13. COUNCIL PRESIDENT'S ITEMS/REPORTS

Council President Merrill reported on the following:

- Shared that he felt privileged to have served eight years alongside Mayor Linda Redmon.

14. CITY ADMINISTRATOR'S COMMENTS

City Administrator Thomas-Murphy commented on the following:

- Newsflash has gone out for two Planning Commission Vacancies.
- Cost to repair damaged sweeper \$55k. Staff are working with insurance.

15. MAYOR'S COMMENTS

Mayor Redmon commented on the following:

- Reflected on her time as Mayor and expressed respect for the City Council and City staff.

*Motion by Councilmember Burke, second by Councilmember Neals to cancel the December 16, 2025, meeting to hold the Boards and Committees recognition event. **Motion passed unanimously (7-0).***

16. RECESS TO EXECUTIVE SESSION – For Consideration of Price to Buy or Sell Property, Pursuant to RCW 42.30.110(1)(b). Action May Follow.

*Motion by Councilmember Guzak, second by Councilmember Merrill to adjourn the meeting upon conclusion of the Executive Session. **Motion passed unanimously (7-0).***

The Regular Meeting recessed at 8:12 p.m. and reconvened into Executive Session at 8:17 p.m. for consideration of price to buy or sell property, pursuant to RCW 42.30.110(1)(b). It was anticipated the Executive Session would last approximately 15 minutes (8:32 p.m.), with no action to follow. At 8:32 p.m., the Executive Session was extended 5 minutes. At 8:37 p.m., the Executive Session was extended for 2 minutes. At 8:39 p.m., the Executive Session was extended by 2 minutes.

The Executive Session concluded at 8:41 p.m.

17. RECONVENE AND ADJOURN

There being no objection, the meeting adjourned at 8:41 p.m.

CITY OF SNOHOMISH

ATTEST:

Aaron Hoffman, Mayor

Melissa Collins, City Clerk



CITY COUNCIL MEETING STAFF REPORT

Date: January 6, 2026

Agenda Section: CONSENT ITEMS

From: Melissa Collins, MMC
City Clerk

Subject: **APPROVE Minutes of the December 23, 2025 Special Meeting**

SUMMARY: APPROVE Minutes of the December 23, 2025 Special Meeting

ATTACHMENT(S):
12.23.2025 SPEC Minutes.pdf

**City of Snohomish City Council Special Meeting Minutes
Tuesday, December 23, 2025**

1. **CALL TO ORDER:** Mayor Linda Redmon called the Snohomish City Council Special Meeting to order at 3:00 p.m., Tuesday, December 23, 2025. The meeting was held in hybrid format with in-person attendance at the Snohomish Carnegie, 105 Cedar Avenue, Snohomish, and remote online access via Zoom.

- a. Roll Call

The following Councilmembers were Present: Lea Anne Burke, David Flynn, Karen Guzak, Terry Lippincott, Judith Kuleta, Tom Merrill, and Felix Neals.

2. **ACTION ITEMS**

- a. CONFIRM Mayor's Appointments to the Planning Commission

Mayor Redmon stated that the City Council called this special meeting to appoint a Planning Commission member to the position vacated when Terry Lippincott was appointed to the Council.

Councilmember Flynn provided a statement for the record regarding the call for the special meeting and expressed his view that the appointment should wait until the new administration takes office.

*Councilmember Flynn made a motion to postpone the appointment until the New Year. **With no second, the motion failed.***

There were no public comments.

A discussion ensued regarding the possibility of holding a future discussion to consider amending the municipal code to increase the number of Planning Commission members.

*Motion by Councilmember Burke, second by Councilmember Guzak to confirm Mayor Redmon's appointment of Zachary Schrempp to Position 1 of the Planning Commission, Effective immediately and expiring on September 30, 2029. Councilmembers Lippincott, Kuleta, Neals, Merrill, Burke, and Guzak voted in favor; Councilmember Flynn abstained. **Motion passed (6-0, 1 abstention).***

3. **ADJOURN**

There being no objection, the meeting adjourned at 3:19 p.m.

CITY OF SNOHOMISH

ATTEST:

Aaron Hoffman, Mayor

Melissa Collins, City Clerk



CITY COUNCIL MEETING STAFF REPORT

Date: January 6, 2026

Agenda Section: CONSENT ITEMS

From: Alisha Hendren, CPA, Finance Director

Subject: **APPROVE Vouchers and ACH Transactions**

SUMMARY: Approve issuance of Coastal Community Bank voucher checks #84068 - #84223 in the amount of \$1,491,698.27, issuance of electronic fund transfers in the amount of \$326,579.58, and issuance of a payroll electronic fund transfer in the amount of \$534,504.02.

COUNCIL GOAL(S): City Services, City Infrastructure

ATTACHMENT(S):

ACH Council Warrants 01-06-2026 Council Packet.pdf

Council Warrants - ACH Transactions

Council Meeting Date:

1/6/2026

Date Range:

11/22/2025-12/19/2025

Date	Vendor	Description	Amount
11/24/2025	Paycom	Payroll - A/L Buyout	\$31,296.85
11/25/2025	Dept of Retirement Services	DCP Contributions	\$4,812.54
11/26/2025	Dept of Retirement Services	PERS Contributions	\$25,880.33
11/28/2025	Navia Benefit Solutions	FSA Reimbursements	\$423.14
12/1/2025	US Bank Trust	Payment on Existing Debt	\$61,440.00
12/1/2025	Dept of Retirement Services	PERS Contributions	\$27,268.25
12/2/2025	Global Payments	Merchant Fees - Online	\$69,630.88
12/2/2025	Global Payments	Merchant Fees - City Hall	\$577.19
12/3/2025	Paycom	Payroll	\$250,844.64
12/4/2025	Navia Benefit Solutions	FSA Reimbursements	\$5.00
12/8/2025	Navia Benefit Solutions	Admin Fees	\$100.00
12/8/2025	Navia Benefit Solutions	Admin Fees	\$100.00
12/10/2025	AWC Vimly Employee Benefits	Medical Benefits	\$95,291.48
12/10/2025	Dept of Retirement Services	DCP Contributions	\$5,041.88
12/11/2025	Dept of Retirement Services	PERS Contributions	\$28,001.52
12/11/2025	WA Teamsters Wellness	NW Admin Insurance Premiums	\$3,990.40
12/11/2025	WA Teamsters Wellness	NW Admin Insurance Premiums	\$3,852.80
12/11/2025	Navia Benefit Solutions	FSA Reimbursements	\$13.40
12/17/2025	Paycom	Payroll	\$244,235.55
12/18/2025	Navia Benefit Solutions	FSA Reimbursements	\$150.77
12/19/2025	Paycom	Payroll - Audit	\$8,126.98

11.22.25-12.19.25 AP Ck # 84068-84128; 84153-84223 : \$1,487,201.42
 UB Refunds Ck# 84129-84152: \$4,496.85

Total Checks: \$ 1,491,698.27
 Total ACH: \$326,579.58
 Total Payroll ACH: \$534,504.02

Grand Total: \$ 2,352,781.87

CERTIFICATION: 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 and that the claim is a just, due and unpaid obligation against the City of Snohomish, and that I am authorized to authenticate and to certify to said claim pursuant to Chapter 42.24 RCW.

APPROVED
By Alisha Hendren at 2:52 pm, Dec 19, 2025

Finance Director/City Treasurer

Date



Check Report

By Check Number

Date Range: 11/22/2025 - 12/19/2025

Check voided and re-issued as #84088

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP Bank 2-AP Bank Coastal Community Bank						
PacEng	PACE Engineers, Inc.	12/03/2025	Regular	0.00	-301.50	83787
AgiIT	Agile IT, Inc	12/04/2025	Regular	0.00	3,260.00	84068
2024101241	Invoice	12/04/2025	City's Microsoft-365 licenses	0.00	3,260.00	
IntTel	Allstream	12/04/2025	Regular	0.00	300.99	84069
22001055	Invoice	12/04/2025	Analog line for PD alarm system.	0.00	300.99	
BlaCon	Blackline Consulting	12/04/2025	Regular	0.00	7,650.00	84070
2025043-1004	Invoice	12/04/2025	IT Strategic Plan consulting services.	0.00	7,650.00	
CBGCom	CBG Communications	12/04/2025	Regular	0.00	4,265.00	84071
176-102025	Invoice	12/04/2025	Broadband Consulting	0.00	4,265.00	
COEenv	City of Everett Environmental Lab	12/04/2025	Regular	0.00	135.00	84072
125005481	Invoice	12/04/2025	Drinking water samples	0.00	135.00	
CIVPLU	CivicPlus LLC	12/04/2025	Regular	0.00	6,541.61	84073
356018	Invoice	12/04/2025	Acquia(Monsido) web governance softwa	0.00	6,541.61	
Comct8258	Comcast (8258)	12/04/2025	Regular	0.00	344.38	84074
11.19.25	Invoice	12/04/2025	8498 31 008 0758258	0.00	344.38	
ComNor	Communications Northwest	12/04/2025	Regular	0.00	187.00	84075
84109	Invoice	12/04/2025	Prog. Cable for Emergency Radios	0.00	187.00	
DarSon	Darling Sons Intl LLC	12/04/2025	Regular	0.00	2,697.50	84076
30077	Invoice	12/04/2025	trailer rental	0.00	2,697.50	
EurEnv	Eurofins Environment Testing Northwest, LLC	12/04/2025	Regular	0.00	490.50	84077
1100002522	Invoice	12/04/2025	Wastewater Testing	0.00	229.50	
1100002697	Invoice	12/04/2025	Wastewater Testing	0.00	31.50	
1100002744	Invoice	12/04/2025	Wastewater Testing	0.00	229.50	
FriTec	Frix Technologies LLC D/B/A FreeDoc	12/04/2025	Regular	0.00	18,970.11	84078
25110401	Invoice	12/04/2025	Laserfiche Software License	0.00	18,619.26	
25110407	Invoice	12/04/2025	Laserfiche professional services.	0.00	350.85	
HigStr	High Strung Christmas Lights	12/04/2025	Regular	0.00	3,497.60	84079
#4641	Invoice	12/04/2025	Maintenance for Roofline Lighting	0.00	3,497.60	
HonBuc	Honey Bucket	12/04/2025	Regular	0.00	174.85	84080
0555246716	Invoice	12/04/2025	South Reservoir Bathroom	0.00	174.85	
KelCre	Kelley Create Co	12/04/2025	Regular	0.00	757.66	84081
IN2150783	Invoice	12/04/2025	Printers at City Hall, Eng, HR Office, and	0.00	757.66	
LawArc	Lawhead Architects P.S.	12/04/2025	Regular	0.00	20,563.45	84082
5775	Invoice	12/04/2025	Civic Campus Architectural Services	0.00	20,563.45	
MDDCpk	McDaniel Do It Center - Parks	12/04/2025	Regular	0.00	10.80	84083
579802	Invoice	12/04/2025	Parks Operating Supplies	0.00	10.80	
MDDCsf	McDaniel Do It Center - Shop/Fleet (Support)	12/04/2025	Regular	0.00	6.55	84084
580028	Invoice	12/04/2025	Batteries	0.00	6.55	
MosDes	Mosca Design, Inc	12/04/2025	Regular	0.00	1,385.25	84085
45451	Invoice	12/04/2025	Purchase replacement blubs holiday wrea	0.00	181.39	
45543	Invoice	12/04/2025	Purchase replacement garlands damaged	0.00	1,203.86	

Check Report

Date Range: 11/22/2025 - 12/19/2025

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
NelRei 0901460-IN	Nelson-Reisner Invoice	12/04/2025	12/04/2025 Diesel for Generator	Regular	0.00 0.00	955.11 955.11	84086
OraAme 102045773 102053343	Oracle America, Inc Invoice Invoice	12/04/2025 12/04/2025	12/04/2025 Oracle Q3 2025 Payment Oracle (UB) Q3 2025 Payment	Regular	0.00 0.00 0.00	21,480.87 15,750.02 5,730.85	84087
PacEng 97088 97089	PACE Engineers, Inc. Invoice Invoice	10/09/2025 10/09/2025	12/04/2025 10th St Improvements Ave D Improvements	Regular	0.00 0.00 0.00	301.50 150.75 150.75	84088
PlaEle 6T17536 6U87052 6V07012	Platt Electric Supply Invoice Invoice Invoice	12/04/2025 12/04/2025 12/04/2025	12/04/2025 Electrical supplies for 1st and C street ligh Electrical supplies for WWTP Fuses for Water Plant	Regular	0.00 0.00 0.00	710.60 67.00 161.45 482.15	84089
PSE 90878916	Puget Sound Energy Invoice	12/04/2025	12/04/2025 Civic Campus Infrastructure	Regular	0.00 0.00	45,211.94 45,211.94	84090
RobHalf 65640903 65667107	Robert Half Invoice Invoice	12/04/2025 12/04/2025	12/04/2025 Jennifer Spelliscy Jennifer Spelliscy	Regular	0.00 0.00 0.00	5,701.88 3,512.36 2,189.52	84091
SecNor 391310 391315	Security Solutions Northwest LLC Invoice Invoice	12/04/2025 12/04/2025	12/04/2025 Carnegie-Monitoring for Security, Fire, & Police Station monitoring for Fire	Regular	0.00 0.00 0.00	229.48 169.36 60.12	84092
SerEle 5627-07	Service Electric Co., Inc. Invoice	12/04/2025	12/04/2025 Service Electric Invoice #6 - WWTP MCC &	Regular	0.00 0.00	39,987.34 39,987.34	84093
SeyFar 50356932	Seyfarth Shaw LLP Invoice	12/04/2025	12/04/2025 Outside legal - Bargaining	Regular	0.00 0.00	6,509.90 6,509.90	84094
SnoAut 802027 802435 802494 802542	Snohomish Auto Parts Invoice Invoice Credit Memo Invoice	12/04/2025 12/04/2025 12/04/2025 12/04/2025	12/04/2025 Generator maint. supplies EP187 battery, core deposit core deposit credit stock quarts oil	Regular	0.00 0.00 0.00 0.00	505.22 115.10 366.77 -59.02 82.37	84095
SCFD 25.50	Snohomish County Fire Dist.#4 Invoice	12/04/2025	12/04/2025 Civic Campus Infrastructure	Regular	0.00 0.00	1,427.85 1,427.85	84096
SCSO 1000691105	Snohomish County Sheriff's Office Invoice	12/04/2025	12/04/2025 Law Enf. Services October 2025	Regular	0.00 0.00	338,692.00 338,692.00	84097
SouEqu 28599	Sound Equipment Rental and Sales Invoice	12/04/2025	12/04/2025 Lift Rental for Holiday Decor (Split 50/50)	Regular	0.00 0.00	1,341.93 1,341.93	84098
TMGSer 0054313-IN	TMG Services, Inc. Invoice	12/04/2025	12/04/2025 PAA	Regular	0.00 0.00	8,787.72 8,787.72	84099
UsaBlu INV00893737	Usa Bluebook Inc Invoice	12/04/2025	12/04/2025 Lab Supplies	Regular	0.00 0.00	250.00 250.00	84100
VerWir 6128116854	Verizon Wireless Invoice	12/04/2025	12/04/2025 Utilities M2M, 10/11/2025-11/10/2025	Regular	0.00 0.00	75.06 75.06	84101
DevAct 120225DA	Devon Acton Invoice	12/04/2025	12/04/2025 DOT CDL Physical	Regular	0.00 0.00	161.00 161.00	84102
JamMil 120125JM	James Mills Invoice	12/04/2025	12/04/2025 SS Payment Reimbursement - November	Regular	0.00 0.00	259.00 259.00	84103
MicLiv 120125ML	Michael Lively Invoice	12/04/2025	12/04/2025 SS Payment Reimbursement - November	Regular	0.00 0.00	185.00 185.00	84104

Check Report

Date Range: 11/22/2025 - 12/19/2025

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
PanGeo 112525PG	PanGEO, Inc. Invoice	12/04/2025	12/04/2025 Return damage deposit for hydrant meter	Regular	0.00	2,000.00 2,000.00	84105
SarYea INV22579	Sarah Yeamna Invoice	12/04/2025	12/04/2025 Refund damage/cleaning deposit Carnegi	Regular	0.00	500.00 500.00	84106
DepAgr 120225DepAgr	WA State Department of Agriculture Invoice	12/04/2025	12/04/2025 2025 & 2026 PO License Renewal Applica	Regular	0.00	143.00 143.00	84107
AFLAC 073006	AFLAC Invoice	12/11/2025	12/11/2025 Inv #073006 Nov 2025	Regular	0.00	298.61 298.61	84108
AmePub D911571	American Fidelity Assurance Company Invoice	12/11/2025	12/11/2025 Inv #D911571 Nov 2025	Regular	0.00	29.10 29.10	84109
AutDor 30391	Automatic Door & Gate Co. Invoice	12/11/2025	12/11/2025 Gate Repair	Regular	0.00	2,459.25 2,459.25	84110
AFTS 135271	Automatic Funds Transfer Services, Inc Invoice	12/11/2025	12/11/2025 November 2025 Utility Billing Printing	Regular	0.00	1,131.04 1,131.04	84111
DelMar 10851376706	Dell Marketing LP Invoice	12/11/2025	12/11/2025 Server hardware extended warranty & su	Regular	0.00	405.27 405.27	84112
FirFor 25-SFS-COS-11	First Forty Feet LLC Invoice	12/11/2025	12/11/2025 First Street Master Plan	Regular	0.00	6,746.25 6,746.25	84113
GraInc 9730935997	Grainger Inc. Invoice	12/11/2025	12/11/2025 Grainger INV 9730935997	Regular	0.00	583.66 583.66	84114
KelCre 5036711939	Kelley Create Co Invoice	12/11/2025	12/11/2025 Public Works copier	Regular	0.00	260.54 260.54	84115
PrePai 12.05.25	Legal Shield Invoice	12/11/2025	12/11/2025 Dec 2025 (for Nov 2025 Activity) LegalShi	Regular	0.00	418.00 418.00	84116
PetSol 229354	Pet Benefit Solutions Invoice	12/11/2025	12/11/2025 Dec 2025 Inv #229354	Regular	0.00	18.50 18.50	84117
RobHalf 65690714	Robert Half Invoice	12/11/2025	12/11/2025 Jennifer Spelliscy	Regular	0.00	3,649.20 3,649.20	84118
SnoAut 799224 802991 802994	Snohomish Auto Parts Invoice Credit Memo Invoice	12/11/2025 12/11/2025 12/11/2025	12/11/2025 NAPA-V belts Generator maint. oil Oil drain pan	Regular	0.00 0.00 0.00	178.86 162.18 -9.84 26.52	84119
SouTel 000038-428-141	Sound Telecom Invoice	12/11/2025	12/11/2025 Standby Phone	Regular	0.00	220.11 220.11	84120
UtiUnd 5110236	Utilities Underground Location Invoice	12/11/2025	12/11/2025 November locates	Regular	0.00	63.45 63.45	84121
WADNR 9188442	Washington Department of Natural Resources Invoice	12/11/2025	12/11/2025 Forest Fire Proection Assessment	Regular	0.00	147.57 147.57	84122
Wsaud 1172005	Washington State Auditor Invoice	12/11/2025	12/11/2025 State Auditor Fees	Regular	0.00	486.85 486.85	84123
WSDEhaz OP-26Schors9015	Washington State Department of Ecology Invoice	12/11/2025	12/11/2025 Frank Wastewater Operator Renewal	Regular	0.00	200.00 200.00	84124
WSDEnt4 731148850	Washington State Department of Enterprise Sei Invoice	12/11/2025	12/11/2025 Office Supplies	Regular	0.00	106.78 106.78	84125
TeaLoc	Teamsters Local 763		12/11/2025	Regular	0.00	3,063.00	84126

Check Report

Date Range: 11/22/2025 - 12/19/2025

Vendor Number Payable # NOV 2025	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
	Invoice	12/11/2025	Teamsters Union Dues Nov 2025		0.00	3,063.00	
TSquar INV22583	T-Square Properties Invoice	12/11/2025	12/11/2025 Deposit refund Carnegie event 12/5/25	Regular	0.00	500.00	84127
WesCon NOV 2025	Western Conference of Teamsters Pension Trus Invoice	12/11/2025	12/11/2025 Nov 2025 Teamsters Pension Trust Fund	Regular	0.00	9,025.13	84128
AgiIT 2024101312	Agile IT, Inc Invoice	12/18/2025	12/18/2025 City's Microsoft-365 licenses	Regular	0.00	3,262.29	84153
CBGCom 176-112025	CBG Communications Invoice	12/18/2025	12/18/2025 Broadband Consulting	Regular	0.00	2,565.00	84154
CheSea 9426190	Chemsearch Invoice	12/18/2025	12/18/2025 Biological Degreaser	Regular	0.00	426.18	84155
COEFin 125006168	City of Everett Finance Invoice	12/18/2025	12/18/2025 Animal Impound Fees - October 2025	Regular	0.00	235.00	84156
COEuti 016739 12.12.25 017410 12.12.25 019546 12.12.25	City of Everett Utilities Invoice Invoice Invoice	12/17/2025 12/18/2025 12/18/2025	12/18/2025 99TH ST SE/5 LINE 6203 107TH AVE SE 3300 BLK BICKFORD AVE	Regular	0.00 0.00 0.00	8,065.60 1,601.96 559.82	84157
Comct1347 12.02.25	Comcast (1347) Invoice	12/18/2025	12/18/2025 8498 31 008 0731347	Regular	0.00	152.45	84158
Comct1668 12.07.25	Comcast (1668) Invoice	12/18/2025	12/18/2025 8498 31 008 0741668	Regular	0.00	141.98	84159
Comct2016 12.01.25	Comcast (2016) Invoice	12/18/2025	12/18/2025 8498 31 008 0482016	Regular	0.00	153.24	84160
Comct2709 12.02.25	Comcast (2709) Invoice	12/18/2025	12/18/2025 8498 31 009 0892709	Regular	0.00	113.24	84161
Comct5627 12.03.25	Comcast (5627) Invoice	12/18/2025	12/18/2025 8498 31 008 0755627	Regular	0.00	272.54	84162
ConPre 34601	Consolidated Press LLC Invoice	12/18/2025	12/18/2025 Fall 2025 Quarterly mailing and pref	Regular	0.00	4,215.08	84163
HDSup Y186224	Core & Main LP Invoice	12/18/2025	12/18/2025 meters and antennas	Regular	0.00	8,362.54	84164
CWACon 25-187 25-188	CWA Consultants, P.S. Invoice Invoice	12/18/2025 12/18/2025	12/18/2025 CV25-0033 Plan Review Svcs F25-0171 Plan Review Svcs	Regular	0.00 0.00	2,520.00 1,440.00	84165
DVARel 1683	Day Vengley & Associates LLC Invoice	12/18/2025	12/18/2025 Monthly marketing campaign visitor prom	Regular	0.00	957.72	84166
EnvRes 108232	Environmental Resource Association Invoice	12/18/2025	12/18/2025 WWTP Supplies for Unknowns	Regular	0.00	1,331.87	84167
EurEnv 1100003092 1100003187	Eurofins Environment Testing Northwest, LLC Invoice Invoice	12/18/2025 12/18/2025	12/18/2025 Wastewater Testing Wastewater Testing	Regular	0.00 0.00	63.00 31.50	84168
GraEng BI-0381949	Granich Engineered Prod Inc Invoice	12/18/2025	12/18/2025 Pump Flapper Valves	Regular	0.00	1,059.11	84169
HisDow 0000395	Historic Downtown Snohomish Invoice	12/18/2025	12/18/2025 Reimb for services Historic Business Distri	Regular	0.00	8,705.00	84170
MorMec	Morgan Mechanical Inc.		12/18/2025	Regular	0.00	3,665.70	84171

Check Report

Date Range: 11/22/2025 - 12/19/2025

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
10001233	Invoice	12/18/2025	Repair Exhaust Fan at Snohomish Senior C		0.00	3,665.70	
OweEqu 00121530	Owen Equipment Company Invoice	12/18/2025	12/18/2025 Sweeper Rental	Regular	0.00	14,977.39	84172
PacTre 7248	Pacific Tree Management, LLC Invoice	12/18/2025	12/18/2025 Hazardous Tree Removal	Regular	0.00	2,727.50	84173
ProSol m14883	Process Solutions Invoice	12/18/2025	12/18/2025 SCADA System Upgrade	Regular	0.00	6,120.44	84174
AllWas 0197-003622207	Republic Services Invoice	12/18/2025	12/18/2025 Screenings	Regular	0.00	1,600.95	84175
RobHalf 65714694	Robert Half Invoice	12/18/2025	12/18/2025 Jennifer Spelliscy	Regular	0.00	3,603.59	84176
RubRef 4090924	Rubatino Refuse Removal Inc Invoice	12/18/2025	12/18/2025 Hazardous Container Rental	Regular	0.00	228.96	84177
SerEle 5642-01	Service Electric Co., Inc. Invoice	12/18/2025	12/18/2025 2nd St/Maple Ave Signal Pole	Regular	0.00	57,660.25	84178
Snopac 8875	Snohomish County 911 Invoice	12/18/2025	12/18/2025 911 Dispatch Services - November 2025	Regular	0.00	13,238.42	84179
EveDis 1000695969	Snohomish County District Court Invoice	12/18/2025	12/18/2025 November 2025 Case Fees	Regular	0.00	4,270.51	84180
SCFD 25.51 25.54	Snohomish County Fire Dist.#4 Invoice Invoice	12/18/2025 12/18/2025	12/18/2025 Civic Campus Infrastructure Civic Campus Infrastructure	Regular	0.00 0.00	283,947.66 271,917.43 12,030.23	84181
SCPDef 5744 5763	Snohomish County Public Defender Association Invoice Invoice	12/18/2025 12/18/2025	12/18/2025 October 2025 Services November 2025 Services	Regular	0.00 0.00	20,290.00 10,145.00 10,145.00	84182
SCSO 1000691917	Snohomish County Sheriff's Office Invoice	12/18/2025	12/18/2025 Law Enf. Services November 2025	Regular	0.00	338,692.00	84183
SCSOCor 12025-8897	Snohomish County Sheriff's Office Corrections Invoice	12/18/2025	12/18/2025 October 2025 Jail Services Fees	Regular	0.00	9,947.39	84184
SnoSrs 25-3630	Snohomish Seniors Invoice	12/18/2025	12/18/2025 Senior Center Funding - November 2025	Regular	0.00	1,250.00	84185
TheHer EDH1023598	Sound Publishing Invoice	12/18/2025	12/18/2025 10th St Improvements	Regular	0.00	96.32	84186
Staples 6049226761	Staples Advantage Invoice	12/18/2025	12/18/2025 office supplies	Regular	0.00	69.11	84187
StrCli 2025-12-08-COS	StrategyClicks, Inc Invoice	12/18/2025	12/18/2025 Team Coaching & Consulting per PSA	Regular	0.00	8,868.75	84188
WeeGra 4521	Thompson, Guildner & Associates Inc P.S. Invoice	12/18/2025	12/18/2025 November 2025 legal expenses	Regular	0.00	14,675.94	84189
UnuLif DEC 2025	Unum Life Insurance Invoice	12/18/2025	12/18/2025 Service Period - 12/01/2025-12/31/2025	Regular	0.00	232.00	84190
USBank NOV 2025	US Bank CPS Invoice	12/18/2025	12/18/2025 November 2025 Statement	Regular	0.00	15,923.68	84191
WCIA 200799	Washington Cities Insurance Authority Invoice	12/18/2025	12/18/2025 No-Show WCIA Training Tim C.	Regular	0.00	25.00	84192

Check Report

Date Range: 11/22/2025 - 12/19/2025

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Wspatr 12602684	Washington State Patrol Invoice	12/18/2025	12/18/2025 WSP Finger Printing & Background Checks	Regular	0.00 0.00	72.00 72.00	84193
AstSol 103950001-0011	WaveDivision Holdings, LLC Invoice	12/18/2025	12/18/2025 City Hall broadband service	Regular	0.00 0.00	631.33 631.33	84194
ARGInd N081660	ARG Industrial Invoice	12/18/2025	12/18/2025 sander parts	Regular	0.00 0.00	247.68 247.68	84195
CarTec IN2144136	Carahsoft Technoloy Corporation Invoice	12/18/2025	12/18/2025 MS-ISAC professional service membership	Regular	0.00 0.00	2,157.58 2,157.58	84196
CenWel 0002551573	Central Welding Supply Inc. Invoice	12/18/2025	12/18/2025 acetylene	Regular	0.00 0.00	23.66 23.66	84197
EliLoc 5049	Elite Lock & Safe Invoice	12/18/2025	12/18/2025 Replacement locks Parks Building	Regular	0.00 0.00	388.37 388.37	84198
GirRes 9139457	Girard Resources & Recycling, LLC Invoice	12/18/2025	12/18/2025 sand for sandbags	Regular	0.00 0.00	185.47 185.47	84199
GraCon 109149 109260 109444	Granite Construction Supply Invoice Invoice Invoice	12/18/2025 12/18/2025 12/18/2025	12/18/2025 Sign Posts Operating Supplies Sign	Regular	0.00 0.00 0.00	5,810.14 2,480.72 3,267.88 61.54	84200
HBJae U2516049316	ICONIX Waterworks (US) Inc Invoice	12/18/2025	12/18/2025 Water Operating Supplies	Regular	0.00 0.00	491.85 491.85	84201
MDDCsf 579846 580224 580302 580338	McDaniel Do It Center - Shop/Fleet (Support) Invoice Invoice Invoice Invoice	12/18/2025 12/18/2025 12/18/2025 12/18/2025	12/18/2025 vbox fasteners tap-Shop rope Operating Supplies CH Door Chime	Regular	0.00 0.00 0.00 0.00	61.82 10.49 6.55 37.14 7.64	84202
MDDCst 580103	McDaniel Do It Center - Streets Invoice	12/18/2025	12/18/2025 Street Operating Supplies	Regular	0.00 0.00	15.43 15.43	84203
MDDCwt 580276	McDaniel Do It Center - Water Invoice	12/18/2025	12/18/2025 Water Operating Supplies Equip	Regular	0.00 0.00	108.28 108.28	84204
MSNWGro B5363	MSNW GROUP LLC Invoice	12/18/2025	12/18/2025 Janitorial October	Regular	0.00 0.00	6,984.00 6,984.00	84205
N&SOre IH21587	N&S Oregon Inc. Invoice	12/18/2025	12/18/2025 Boom Mower Parts	Regular	0.00 0.00	952.87 952.87	84206
PlaEle 2Y18526	Platt Electric Supply Invoice	12/18/2025	12/18/2025 New Lamps for WWTP	Regular	0.00 0.00	498.13 498.13	84207
PreFen 22250295	Premier Fence, Inc. Invoice	12/18/2025	12/18/2025 Premier Fencing INV 22250295	Regular	0.00 0.00	6,006.77 6,006.77	84208
RubRef 4081451	Rubatino Refuse Removal Inc Invoice	12/18/2025	12/18/2025 Hazardous Container Rental	Regular	0.00 0.00	1.80 1.80	84209
SixRob 14P55035	Six Robblees Invoice	12/18/2025	12/18/2025 EP124 spider bungees	Regular	0.00 0.00	221.58 221.58	84210
SnoAut 780529 799754 802609 802708 802913 803103	Snohomish Auto Parts Invoice Invoice Invoice Invoice Invoice Invoice	12/18/2025 12/18/2025 12/18/2025 12/18/2025 12/18/2025 12/18/2025	12/18/2025 EP129 wiper blades drip pan vbox repair sockets winter chains spray gun cleaning kit	Regular	0.00 0.00 0.00 0.00 0.00 0.00	279.17 19.12 38.78 7.65 14.78 90.11 37.41	84211

Check Report

Date Range: 11/22/2025 - 12/19/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
803104	Invoice	12/18/2025	socket, wrench, brush	0.00	73.12	
803405	Invoice	12/18/2025	oil dry	0.00	20.46	
803572	Invoice	12/18/2025	sweeper radiator caps	0.00	17.01	
803620	Invoice	12/18/2025	oil-shop stock	0.00	18.76	
803678	Credit Memo	12/18/2025	misc. returns	0.00	-58.03	
Snocoo	Snohomish Co-Op	12/18/2025	Regular	0.00	113.58	84212
326720	Invoice	12/18/2025	fleet fuel EP226--card not working at pum	0.00	113.58	
UniSit	United Site Services	12/18/2025	Regular	0.00	3,693.05	84213
INV-5761485	Invoice	12/18/2025	United Site Services INV-5761485	0.00	444.00	
INV-5761735	Invoice	12/18/2025	United Site Services INV-5761735	0.00	639.00	
INV-5762517	Invoice	12/18/2025	United Site Services INV-5762517	0.00	429.00	
INV-5764245	Invoice	12/18/2025	United Site Services INV-5764245	0.00	429.00	
INV-5764339	Invoice	12/18/2025	United Site Services INV-5764339	0.00	894.05	
INV-5764395	Invoice	12/18/2025	United Site Services INV-5764395	0.00	858.00	
Voyage	Voyager	12/18/2025	Regular	0.00	3,962.26	84214
8694747832549	Invoice	12/18/2025	November Fleet fuel	0.00	3,962.26	
WhiEqui	Whitney Equipment Company, Inc	12/18/2025	Regular	0.00	8,590.00	84215
PS-INV114482	Invoice	12/18/2025	Dura Tracker Overflow Monitor	0.00	8,590.00	
ATCOCo	ATCO Communications	12/18/2025	Regular	0.00	250.00	84216
INV22575	Invoice	12/18/2025	Refund damage/cleaning deposit - Carneg	0.00	250.00	
HisDow	Historic Downtown Snohomish	12/18/2025	Regular	0.00	250.00	84217
INV22576	Invoice	12/18/2025	Refund damage/cleaning deposit - Carneg	0.00	250.00	
SCToth	Snohomish County Treasurer	12/18/2025	Regular	0.00	38.56	84218
121225Sctoth	Invoice	12/18/2025	Nov 2025 Crime Victims Pass Through Fee	0.00	38.56	
WDLic	Washington Department of Licensing	12/18/2025	Regular	0.00	180.00	84219
121125WSDLic	Invoice	12/18/2025	Concealed Pistol License Fees	0.00	180.00	
Wstrea	Washington State Treasurer	12/18/2025	Regular	0.00	2,985.33	84220
121225Wstrea	Invoice	12/18/2025	Nov 2025 Pass Thru Funds for Public Safet	0.00	2,985.33	
PSE	Puget Sound Energy	12/18/2025	Regular	0.00	937.68	84221
28364-121525	Invoice	12/18/2025	1610 Park	0.00	57.29	
28570-121525	Invoice	12/18/2025	701 18th	0.00	58.98	
28786-121525	Invoice	12/18/2025	1125 Union	0.00	67.39	
29248-121525	Invoice	12/18/2025	2100 Baird	0.00	117.69	
62024-121525	Invoice	12/18/2025	50 Lincoln	0.00	102.59	
94678-121525	Invoice	12/18/2025	116 Union	0.00	412.77	
97032-121525	Invoice	12/18/2025	2000 Weaver	0.00	16.72	
97589-121525	Invoice	12/18/2025	50 Maple	0.00	104.25	
SCPUD1	Snohomish County PUD	12/18/2025	Regular	0.00	20,005.31	84222
106522159	Invoice	12/18/2025	signal-9101 56th St SE	0.00	89.28	
106537041	Invoice	12/18/2025	lighting-1330 Ferguson Prk Rd	0.00	10.81	
106541329	Invoice	12/18/2025	signal-9101 56th St SE	0.00	95.28	
106545596	Invoice	12/18/2025	Averill play field - 403 3r St	0.00	66.35	
106547575	Invoice	12/18/2025	signal-434 Ave D	0.00	88.85	
109815708	Invoice	12/18/2025	Commercial lift station-40 Maple Ave	0.00	2.32	
109826273	Invoice	12/18/2025	N. Zone tank-121 17th Drive	0.00	84.32	
109829535	Invoice	12/18/2025	signal-700 Ave D	0.00	80.50	
109829536	Invoice	12/18/2025	signal-1301 Ave D	0.00	66.06	
109831525	Invoice	12/18/2025	Commercial lift station-40 Maple Ave	0.00	89.63	
109831526	Invoice	12/18/2025	Pilchuck Park-169 Cypress	0.00	97.01	
113101192	Invoice	12/18/2025	signal-1109 1/2 13th St	0.00	66.55	
113112189	Invoice	12/18/2025	S. reservoir-219 13th St	0.00	201.70	
113116673	Invoice	12/18/2025	Carneqie-105 Cedar	0.00	391.16	

Check Report

Date Range: 11/22/2025 - 12/19/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
116418562	Invoice	12/18/2025	Ferguson Lift Station-1110 Ferguson Prk R	0.00	275.39	
116421698	Invoice	12/18/2025	signal-501 2nd St	0.00	129.33	
116425375	Invoice	12/18/2025	PD-230 Maple	0.00	743.46	
116425376	Invoice	12/18/2025	signal-201 Maple Ave	0.00	84.38	
119702970	Invoice	12/18/2025	signal-501 2nd St	0.00	119.36	
119711860	Invoice	12/18/2025	Averill play field - 403 3rd St	0.00	67.72	
119715210	Invoice	12/18/2025	Terrace inter-tie-2014 Terrace Ave	0.00	59.76	
119721622	Invoice	12/18/2025	signal-1109 1 /2 13th St	0.00	68.61	
119727875	Invoice	12/18/2025	signal-210 Ave D	0.00	89.77	
123001317	Invoice	12/18/2025	Carnegie-105 Cedar	0.00	307.03	
123012459	Invoice	12/18/2025	Stone Ridge lift station-1930 Stone Ridge	0.00	72.82	
123018267	Invoice	12/18/2025	WTP-2504 Menzel Lake Rd	0.00	187.64	
123026351	Invoice	12/18/2025	signal-400 2nd St	0.00	71.57	
123026352	Invoice	12/18/2025	lighting-116 Ave B	0.00	12.25	
123026353	Invoice	12/18/2025	lighting-124 Ave B	0.00	12.25	
123026354	Invoice	12/18/2025	lighting-121 Glen Ave	0.00	12.25	
126310466	Invoice	12/18/2025	WTP-2504 Menzel Lake Rd	0.00	158.27	
126311160	Invoice	12/18/2025	Hill Park restrooms-1610 Park	0.00	93.84	
126324548	Invoice	12/19/2025	Rainbow lift station-400 Rainbow Place	0.00	76.25	
129617295	Invoice	12/18/2025	VIC-1301 1st St	0.00	169.26	
132919755	Invoice	12/18/2025	lighting-811 1st St	0.00	56.52	
132923411	Invoice	12/18/2025	signal-2621 Bickford Ave bldg 7	0.00	97.67	
132925598	Invoice	12/18/2025	signal-1301 1st St	0.00	102.10	
132926256	Invoice	12/18/2025	PW Shop-1801 1St	0.00	1,544.46	
136221270	Invoice	12/18/2025	signal - 1001 Ave D	0.00	88.61	
136238371	Invoice	12/18/2025	Hill Park lift station-1608 Park Ave	0.00	140.47	
136238372	Invoice	12/18/2025	Champagne lift station-617 18th St	0.00	187.21	
136238994	Invoice	12/18/2025	PUD Water-3125 Robe Menzel Road	0.00	4,075.96	
139437299	Invoice	12/18/2025	Clarks Pond lift station-2330 Baird Ave	0.00	103.05	
139443199	Invoice	12/18/2025	signal - 1001 Ave D	0.00	100.74	
139445659	Invoice	12/18/2025	signal-2749 Bickford	0.00	119.27	
139449539	Invoice	12/18/2025	CSO lift station - 1819 1st St	0.00	495.78	
142794651	Invoice	12/18/2025	lighting -116 Union	0.00	76.72	
142794652	Invoice	12/18/2025	Rainier lift station-505 Rainier	0.00	648.84	
142794653	Invoice	12/18/2025	Lincoln lift station-SO Lincoln Ave	0.00	109.55	
142795907	Invoice	12/18/2025	Hill Park restrooms-1610 Park	0.00	188.29	
146157231	Invoice	12/18/2025	lighting-various	0.00	1,396.50	
146164217	Invoice	12/18/2025	City Hall - 116 Union Ave	0.00	566.01	
152778940	Invoice	12/18/2025	lighting-1501 Avenue D	0.00	113.64	
156056005	Invoice	12/18/2025	lighting-various	0.00	4,548.74	
156056006	Invoice	12/18/2025	lighting-various	0.00	356.43	
159225416	Invoice	12/18/2025	Rainier lift station-505 Rainier	0.00	391.01	
168690832	Invoice	12/18/2025	lighting-811 1st St	0.00	54.70	
168705074	Invoice	12/18/2025	PW Pit-6408 123rd Ave SE	0.00	76.89	
168718091	Invoice	12/18/2025	car charging station - 1513 1st	0.00	125.12	
Void		12/18/2025	Regular	0.00	0.00	84223

Bank Code AP Bank 2 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	237	131	0.00	1,487,502.92
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-301.50
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	237	133	0.00	1,487,201.42

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	237	131	0.00	1,487,502.92
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-301.50
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	237	133	0.00	1,487,201.42

Fund Summary

Fund	Name	Period	Amount
998	Pooled Cash (Incode)	12/2025	1,487,201.42
			1,487,201.42



UBPKT03553 - 12-2025 Cycle 1 UB Refunds

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-05356-01	Emma Winward & Richard Grove	12/11/2025	84129	325.51			325.51	Deposit
01-05369-01	Chartrand, Eric	12/11/2025	84130	293.52			293.52	Deposit
01-05407-00	Carvo, Jim	12/11/2025	84131	2.00			2.00	Deposit
01-05541-00	Snohomish Clinic	12/11/2025	84132	50.00			50.00	Deposit
01-05777-00	Smoots Homes Inc	12/11/2025	84133	647.89			647.89	Deposit
01-05779-01	Smoots Homes Inc	12/11/2025	84134	513.09			513.09	Deposit
01-05827-00	Gohr, Alene M	12/11/2025	84135	187.27			187.27	Deposit
01-05899-00	Lempe, Sharon K	12/11/2025	84136	88.72			88.72	Deposit
01-05946-01	Stocker, Marissa & Timothy	12/11/2025	84137	282.43			282.43	Deposit
01-06223-03	Dmochowsky, Benjamin & Emily	12/11/2025	84138	42.18			42.18	Deposit
01-06505-00	Telford, Tim	12/11/2025	84139	201.16			201.16	Deposit
01-08666-02	Fulton, Christopher	12/11/2025	84140	100.00			100.00	Deposit
01-11903-00	Green, Seth	12/11/2025	84141	171.39			171.39	Deposit
01-63257-01	Breeden, Steven	12/11/2025	84142	56.59			56.59	Deposit
01-63261-00	Heirman, Clara	12/11/2025	84143	61.55			61.55	Deposit
01-63302-01	Chhina, Hardip & Inderjit	12/11/2025	84144	294.67			294.67	Deposit
Total Refunds: 16				Total Refunded Amount:			3,317.97	

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credits / Refunds	3317.97
Revenue Total:	3317.97

General Ledger Distribution

Posting Date: 12/11/2025

Account Number	Account Name	Posting Amount	IFT
Fund: 401 - Water Utility			
401-000-343-40-00-0	Water Billings	3,317.97	
401-111-00-19-90-00	Claim on Cash Fund 401	-3,317.97	Yes
401 Total:		0.00	
Fund: 998 - Pooled Cash (Incode)			
998-111-00-10-00-00	CIB - Pooled Coastal Cash	-3,317.97	

General Ledger Distribution

Posting Date: 12/11/2025

Account Number	Account Name	Posting Amount	IFT
998-225-00-00-00-00	Due to Other Funds	3,317.97	Yes
998 Total:		0.00	
Distribution Total:		0.00	



UBPKT03561 - 12-2025 Cycle 2 UB Refunds

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-06608-01	Karle, Brianna	12/11/2025	84145	18.30			18.30	Deposit
02-07280-00	Medalia, Michael	12/11/2025	84146	191.08			191.08	Deposit
02-07806-02	Osborne, Stephanie	12/11/2025	84147	50.00			50.00	Deposit
02-08244-03	Garcia, Ruben	12/11/2025	84148	20.14			20.14	Deposit
02-08266-00	Campbell, Mrs James	12/11/2025	84149	355.00			355.00	Deposit
02-12052-00	Chesterfield, Cory	12/11/2025	84150	401.73			401.73	Deposit
02-18102-00	SSHl dba DR Horton	12/11/2025	84151	136.45			136.45	Deposit
Total Refunds: 7			Total Refunded Amount:	1,172.70				

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credits / Refunds	1172.70
Revenue Total:	1172.70

General Ledger Distribution

Posting Date: 12/11/2025

Account Number	Account Name	Posting Amount	IFT
Fund: 401 - Water Utility			
401-000-343-40-00-0	Water Billings	1,172.70	
401-111-00-19-90-00	Claim on Cash Fund 401	-1,172.70	Yes
401 Total:		0.00	
Fund: 998 - Pooled Cash (Incode)			
998-111-00-10-00-00	CIB - Pooled Coastal Cash	-1,172.70	
998-225-00-00-00-00	Due to Other Funds	1,172.70	Yes
998 Total:		0.00	
Distribution Total:		0.00	



UBPKT03505 - Refunds 2 UBPKT03504 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-07258-00	Whitney, Michael & Joan	12/18/2025	84152	6.18			6.18	Generated From Billing
Total Refunds: 1			Total Refunded Amount:	6.18				

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credits / Refunds	6.18
Revenue Total:	6.18

General Ledger Distribution

Posting Date: 12/18/2025

Account Number	Account Name	Posting Amount	IFT
Fund: 401 - Water Utility			
401-000-343-40-00-0	Water Billings	6.18	
401-111-00-19-90-00	Claim on Cash Fund 401	-6.18	Yes
	401 Total:	0.00	
Fund: 998 - Pooled Cash (Incode)			
998-111-00-10-00-00	CIB - Pooled Coastal Cash	-6.18	
998-225-00-00-00-00	Due to Other Funds	6.18	Yes
	998 Total:	0.00	
	Distribution Total:	0.00	



CITY COUNCIL MEETING STAFF REPORT

Date: January 6, 2026

Agenda Section: CONSENT ITEMS

From: Brennan Collins, Project Manager

Subject: **AUTHORIZE the Mayor to Execute a Land Use Agreement with Bonneville Power Administration (BPA) for the Homestead Park Project**

SUMMARY: The City Council will be asked to authorize Mayor to execute a land use agreement with Bonneville Power Administration (BPA) for use on the Homestead Park Project.

BACKGROUND & ANALYSIS:

The City put together a multidepartment team to manage the Homestead Park project through public engagement, design, and permitting. City Council approved a contract with GGLO LLC on December 3, 2024. After several months of community engagement and review by the Parks & Forestry Board, the City Council adopted the Homestead Park Master Plan on April 15, 2025.

The park property includes an easement area with Bonneville Power Administration (BPA). Staff have been coordinating with BPA throughout the design process to develop an agreement that would allow development of the park within the easement area. The land use agreement attached includes exhibits that outline the design requirements the City must comply with and a planting plan within the BPA easement area.

FISCAL IMPACT:

None.

SUGGESTED COUNCIL ACTION: Motion to AUTHORIZE the Mayor to execute a Land Use Agreement with Bonneville Power Administration for the Homestead Park project.

REFERENCE(S):

[April 15, 2025 Council Meeting](#)

COUNCIL GOAL(S): City Infrastructure, Environment

ATTACHMENT(S):

BPA Land Use Agreement.pdf



**Department of Energy
Bonneville Power Administration
914 Avenue D
Snohomish, WA 98290**

December 3, 2025

In reply refer to: TERR-Snohomish

BPA Case No.: 20250342
Tract Nos.: S-SD-1-A-9; S-SD-1-A-8; S-SD-1-A-7
Line Names: Snohomish Tap to Seattle City Light (Operated as North Mountain-Snohomish No 1); Snohomish Tap to Seattle City Light (Operated as Snohomish-Bothell No 2); Snohomish-Seattle D2 Loop (Operated as Snohomish-Bothell No 1); Snohomish-Seattle D2 Loop (Operated as Snohomish-Murray No 1)
ADNOs: 8422; 8448; 8446; 8450
Location: Str. Nos.: 76/5-77/1; 1/5-2/1; 1/10-1/11; 1/10-1/11; 1/10-1/11

LAND USE AGREEMENT

Consent to Use of BPA's Easement Area

This Land Use Agreement ("Agreement") is entered into by and between the United States of America, Department of Energy, Bonneville Power Administration ("BPA") and the City of Snohomish ("Holder").

BPA holds easement rights ("BPA Easement") over the following described property ("BPA Easement Area"):

The Southeast 1/4 Southwest 1/4 of Section 1, Township 28 North, Range 5 East, Willamette Meridian, Snohomish County, State of Washington, as shown on the attached segment of BPA Drawing No. 47502, marked as Exhibit A.

Holder has requested BPA's permission to use portions of the real property subject to the BPA Easement Area for asphalt paving, curb and gutter improvements, cement sidewalks, planting, water main construction and maintenance, sanitary sewer main construction and maintenance, and underground electrical conduit for lighting facilities ("Holder's Facility").

Subject to the terms and conditions set forth in this Agreement, BPA consents to Holder's use of the BPA Easement Area for the purpose proposed by Holder, and concurs that such use will not interfere with the current operation and maintenance of BPA's transmission facilities, if constructed at the location shown on Exhibit A in the manner shown on Exhibit C, attached hereto and made a part hereof.

In consideration of BPA's concurrence, Holder agrees to the following:

1. This Agreement does not grant any right, privilege, or interest in land, and does not modify, change, or otherwise alter the rights BPA acquired by deed. Loss of the privileges granted by this Agreement is not compensable to Holder.

2. Holder is responsible for obtaining from the underlying landowner (“Landowner”), by good and sufficient legal instrument, all rights, interests and privileges for land use necessary and incident to the ownership and maintenance of Holder’s Facility.
3. There may be other uses of the property located within the same area as Holder’s Facility. This Agreement is subject to such superior rights.
4. This Agreement is valid only if Holder’s Facility is constructed, operated, and maintained in conformance with the terms of this Agreement and all attached Exhibits. Relocations, changes or upgrades require BPA’s prior written approval. Failure to obtain the written approval of BPA prior to making alterations to Holder’s Facility shall result in the termination of this Agreement.
5. Holder acknowledges and agrees that Holder’s use of the property is subordinate to BPA’s easement rights. BPA reserves the right to trim or remove trees, brush or shrubs or to remove any other encroachment within the BPA Easement Area which might interfere with the operation, maintenance, construction, removal or relocation of BPA’s facilities. Holder agrees to alter, relocate or remove Holder’s Facility, at no cost to BPA, to correct an interference with BPA’s easement rights or to accommodate future modifications of BPA’s facilities.
6. Holder agrees to abide by and comply with all applicable Federal, State and local laws and regulations, including, but not limited to building and safety codes, rules issued by utility commissions, the National Electric Safety Code, entities that regulate Holder, and all applicable environmental regulations.
7. Induced voltages and currents may occur on structures or other items constructed or placed under or near high voltage transmission lines. BPA has no duty to inspect Holder’s Facility or to warn of hazards. Holder shall have the continuing responsibility for the protection of personnel and equipment in the design, construction, operation and maintenance of Holder’s Facility.
8. Holder shall notify BPA at least ten (10) business days prior to commencing installation of Holder’s Facility. Contact: Austin Manca, phone: (360) 563-3631 or by email: ammanca@bpa.gov.
9. This Agreement is entered into with the express understanding that it is not assignable or transferable to other parties without the prior written consent of BPA.
10. In the event that BPA determines that the portion of Holder’s Facility located within the BPA Easement Area (i) interferes with BPA’s need for expansion and/or with regulatory demands, (ii) creates an electrical safety hazard and/or (iii) violates the terms of this Agreement (each, an “Interference”), BPA shall deliver to Holder written notice of such Interference (the “Notice”), and shall advise Holder as to a means to cure the Interference, if any. In the event the Interference cannot be cured by Holder, or if Holder fails to cure the Interference within 90 days of receipt of the Notice, BPA may terminate this Agreement upon 120 days’ written notice (“Notice of Termination”). Holder shall, within 120 days of receiving such Notice of Termination, and at Holder’s sole expense, vacate and restore the BPA Easement Area to as close as reasonably possible to the condition that existed immediately prior to the construction of Holder’s Facility. Upon Holder’s failure to vacate and restore the BPA

Easement Area within the above stated time period, BPA may remove Holder's Facility and restore the BPA Easement Area at Holder's expense.

- 11. A copy of this Agreement shall be physically located at Holder's project site during construction activities. Holder's employees, contractors and representatives shall adhere to all conditions and requirements listed herein.
- 12. Additional terms and conditions specific to Holder's Facility may be included as part of this Agreement as Exhibit B, attached hereto and made a part hereof.
- 13. Holder agrees to assume risk of loss, damage, or injury which may result from Holder's use of the BPA Easement Area, except for such loss, damage, or injury for which BPA may be responsible under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended.
- 14. Any damage to BPA's property caused by or resulting from Holder's use of the BPA Easement Area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by Holder.
- 15. Holder's contact information:

NAME: City of Snohomish
 Aaron Hoffman, Mayor
 ADDRESS: 116 Union Avenue
 Snohomish, WA 98290
 PHONE: (360) 282-3174
 EMAIL: hoffman@snohomishwa.gov

Holder agrees to notify BPA in writing of any changes to the above listed contact information.

This Agreement becomes effective upon the signature of all parties.

Holder:

CITY OF SNOHOMISH

By: _____ Date _____
 Aaron Hoffman, Mayor

THIS AGREEMENT IS HEREBY AUTHORIZED:

 Patrick Munyua, Realty Specialist
 Bonneville Power Administration

 Date

NOTE: Execution in Counterparts; Electronic Signature; Electronic Transmittal. This Land Use Agreement may be executed in counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument. Electronic or digital signatures shall

be deemed original signatures for purposes of this Land Use Agreement. Said counterparts may also be transmitted by one Party to the other by facsimile or electronic mail.

BPA seeks help maintaining the integrity of the electrical transmission system. Please report any vandalism or theft to the BPA Crime Witness program at 1-800-437-2744. Cash rewards of up to \$25,000 will be paid should information lead to the arrest and conviction of persons committing a crime.

If you have any questions or concerns, please notify a BPA Realty Office. You may contact Patrick Munyua (“BPA Representative”) by telephone at (360) 563-3645 or send written correspondence to the address listed at the top of this Agreement

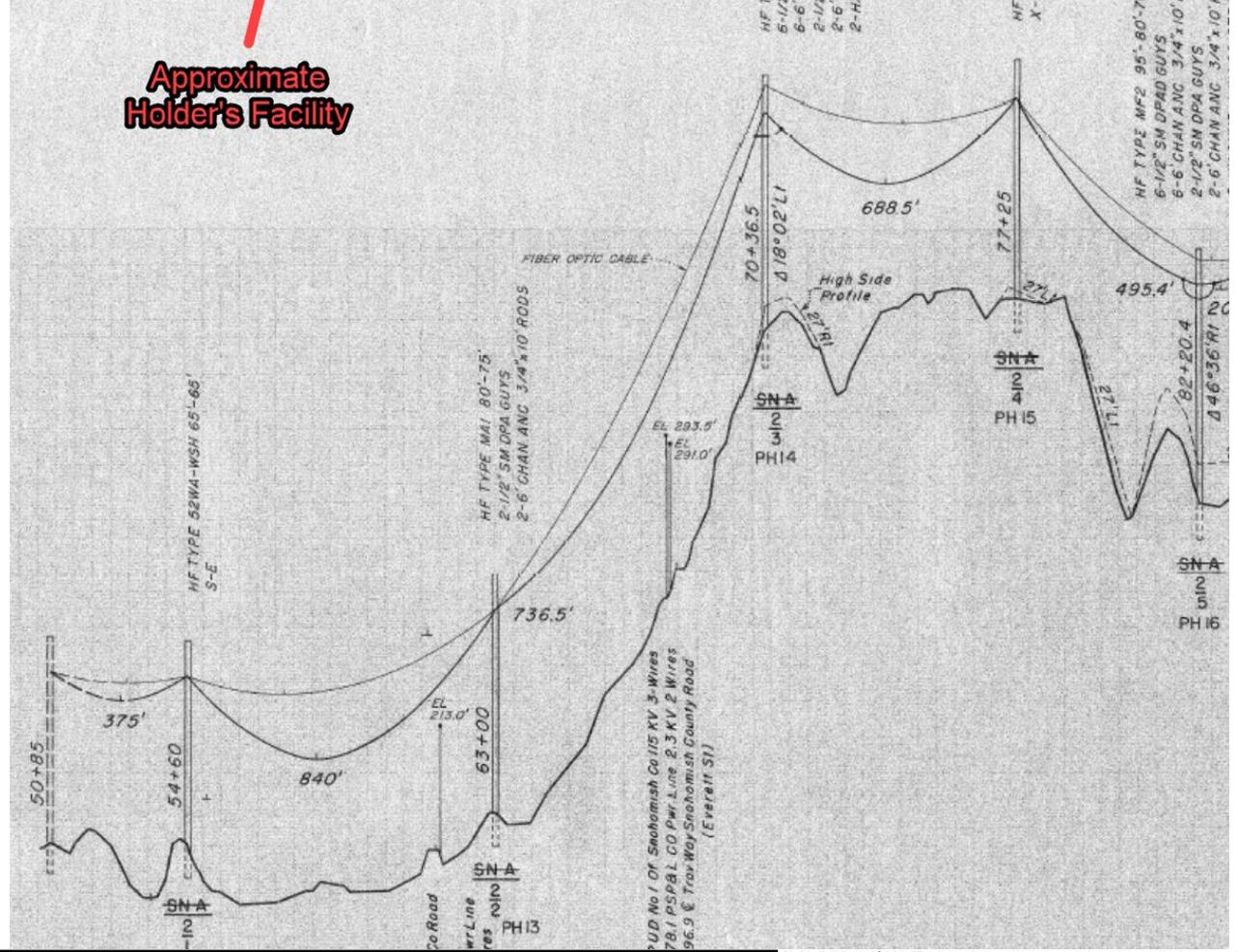
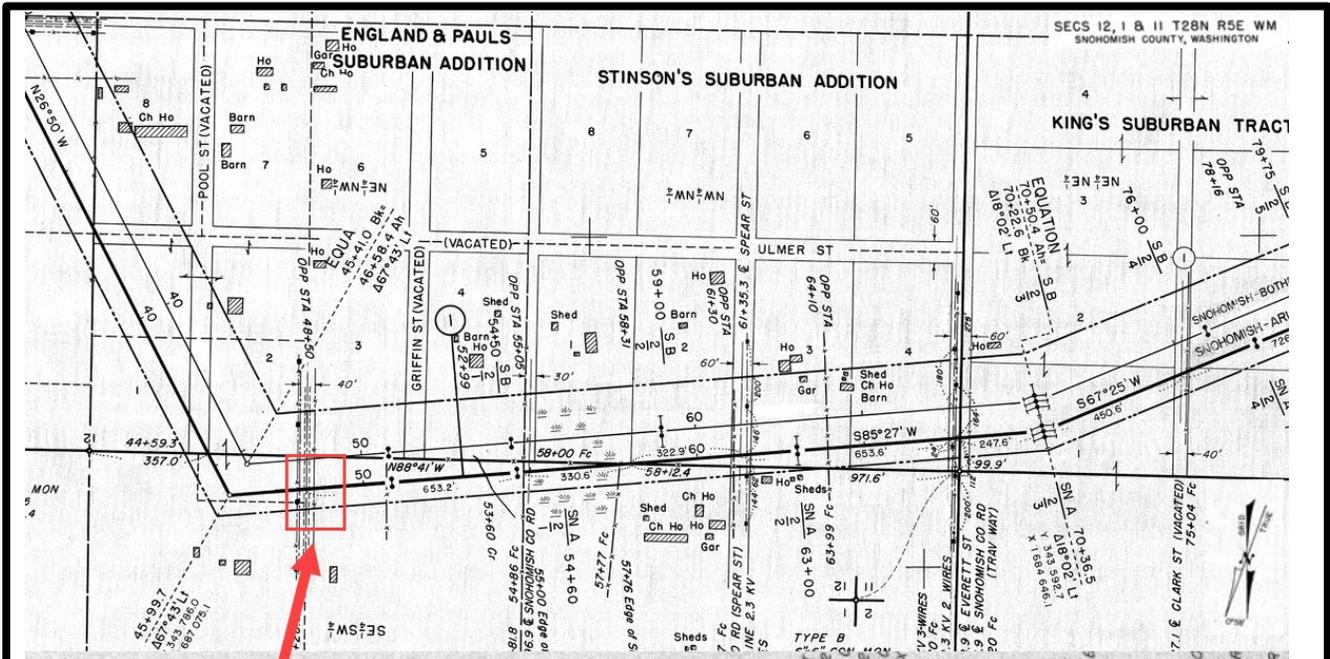


EXHIBIT A

Land Use Agreement
City of Snohomish
Case No. 20250342

TRACT NOS: S-SD-1-A-9; S-SD-1-A-8; S-SD-1-A-7

Lines: Snohomish Tap to Seattle City Light (Operated as North Mountain-Snohomish No 1 and Snohomish-Bothell No 2) Snohomish-Seattle D2 Loop (Operated as Snohomish-Bothell No 1 and Snohomish-Murray No 1)

OPER AS SNOHOMISH-MURRAY NO 1

UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
PAUL J. RAVER, ADMINISTRATOR

SNOHOMISH - ARLINGTON LINE
230 KV SINGLE CIRCUIT TRANSMISSION LINE
(SHORT) MILE 2 FROM SNOHOMISH (3520')

Designed: FWF	Sub: Engineer	Approved: <i>Paul H. B.</i>	Design Engineer
Drawn: FWM	Recd: <i>W. B.</i>	Date: 7-31-50	SHEET 2 OF 18
Traced: MEH	Unit Chief	Ser. 47502	Dwg. 379-01-340-D1
Checked: MSW	Station Chief		

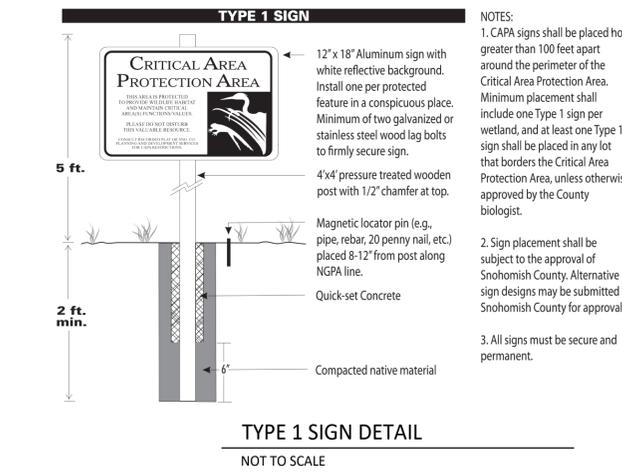
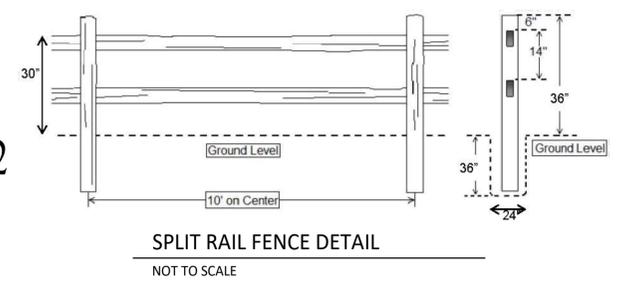
EXHIBIT B
ADDITIONAL TERMS AND CONDITIONS

1. Construction equipment shall maintain a minimum distance of **15 feet** between the equipment and transmission line conductors at all times. Do not measure this with measuring tape, pole or other physical means. If there is the possibility that any equipment can encroach on this distance, then a safety watcher will be required.
2. Maintain a minimum horizontal clearance of **50 feet** to the point where steel lattice tower legs enter the earth. A horizontal clearance of **25 feet** to the point where wood poles and guy anchors enter the earth shall also be maintained.
3. Equipment, machinery, and vehicles traveling on BPA's Easement Area shall remain at least **25 feet** away from any BPA structure or guy anchor ground attachment point.
4. Overburden grade changes to existing ground elevations while excavating on BPA's Easement Area is prohibited. BPA prohibits stockpiling materials, including dirt, rock or other organic matter within the easement area at any time.
5. BPA Easement Area and access roads shall be returned to their original condition following construction. Any damage to the BPA Easement Area resulting from the Holder's use shall be repaired at the Holder's expense.
6. Any portion of Holder's Facility constructed on BPA's Easement Area shall be designed and built to withstand **HL-93** loading for BPA's heavy vehicles.
7. BPA shall have a right to use the sidewalk/pedestrian path for access to its structures both to and along its transmission lines easement area, for maintenance purposes.
8. Bury and maintain the underground electric cable **in conduit to a depth of 24 inches** or comply with applicable NESC, national, state, and/or local standards, whichever is greater.
9. Mark the location of the underground electric cable with permanent signs and maintain such signs where they enter and leave BPA's Easement Area, and at any angle points within BPA's Easement Area.
10. Lighting posts or other aerial obstructions shall maintain a height above grade no greater than **25 feet**.
11. Holder shall not obstruct access to BPA's Easement Area or transmission line system. BPA personnel and/or its contractors must have access all times.
12. Holder is required to provide an approach off each side of the road, wide enough to turn into BPA's access road. Each approach must be a minimum of **16-feet** wide.
13. Install gates in Holder's fence of not less than 16-feet in width for the passage of BPA vehicles for any fencing within the BPA Easement Area. Gates may be locked, provided a BPA lock is also included in the locking mechanism.
14. Holder shall not store flammable materials or refuel vehicles or equipment on BPA's Easement Area.
15. Notice: Nuisance shocks may occur on BPA's Easement Area. Grounding metal objects helps to reduce the level of shock. It is suggested that road building/construction equipment be grounded with a drag chain.



PLANT SCHEDULE						
COMMON NAME	SCIENTIFIC NAME	MINIMUM HEIGHT	SPACING	WETLAND ZONE 1	BUFFER ZONES 2, 3, & 4	NOTES
Serviceberry	<i>Amelanchier alnifolia</i>	18"	5' O.C.		90	
Beaked hazelnut	<i>Corylus cornuta</i>	18"	5' O.C.		90	
Red elderberry	<i>Sambucus racemosa</i>	12"	5' O.C.		85	Concentrate along edge of wetland.
Black twinberry	<i>Lonicera involucrata</i>	12"	5' O.C.	25		Concentrate along edge of wetland.
Salmonberry	<i>Rubus spectabilis</i>	12"	5' O.C.	20		
Hard hack	<i>Spiraea douglasii</i>	12"	5' O.C.	75		
Redosier dogwood	<i>Cornus sericea</i>	12"	5' O.C.	75		Concentrate along edge of wetland.
Snowberry	<i>Symphoricarpos albus</i>	12"	5' O.C.		120	Full sun.
Osoberry	<i>Oemleria cerasiformis</i>	12"	5' O.C.		95	
Vine maple	<i>Acer circinatum</i>	12"	5' O.C.	20	95	
Ocean spray	<i>Holodiscus discolor</i>	12"	5' O.C.		120	
TOTAL			TOTAL:	215	695	

EXHIBIT C BPA CASE 20250342



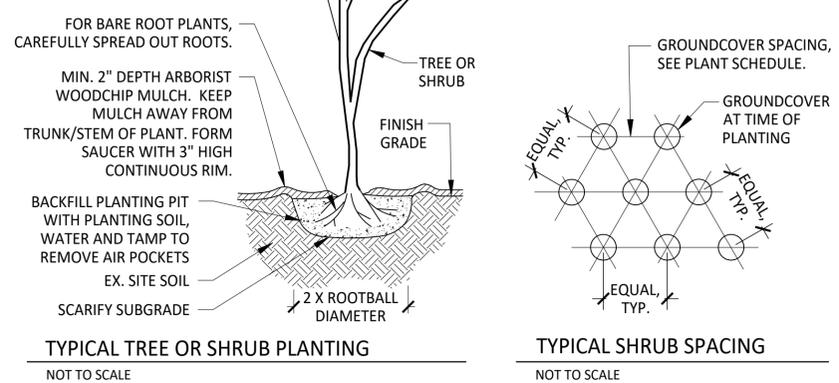
ZONE 4, WETLAND BUFFER ADDITION, 2,468 SF, SEE PLANT SCHEDULE.

ZONE 1, EXISTING WETLAND, 4,674 SF TOTAL. PLANT ENTIRE WETLAND PER PLANT SCHEDULE.

ZONE 2, EXISTING 40' WETLAND BUFFER, 11,148 SF TOTAL, SEE PLANT SCHEDULE

ZONE 3, IMPACTED 40' WETLAND BUFFER, 1,069 SF, SEE PLANT SCHEDULE

- NOTES:
- MULCH COMPLETELY BETWEEN ALL PLANTS.
 - PLANT SO THAT TOP OF ROOT BALL IS EVEN WITH FINISHED GRADE.



GENERAL NOTES:

- REMOVE ALL LITTER AND WASTE DEBRIS FROM PLANTING AREAS AND FROM THE STREAM PRIOR TO INITIATION OF PLANTING WORK.
- ALL NATIVE VEGETATION SHOULD BE LEFT IN PLACE. REMOVE ALL HIMALAYAN BLACKBERRY, JAPANESE KNOTWEED, BAMBOO, ENGLISH IVY FROM DISTURBED AREA USING KING COUNTY RECOMMENDATIONS. PHYSICAL REMOVAL IS PREFERRED.
- GRUB ALL HERBACEOUS AND SMALL SHRUBS, AMEND SOIL BY ADDING 2 INCHES OF COMPOST AND 2 INCHES OF MULCH OR ARBOR CHIPS.
- PLANT SPECIES PER PLANT SCHEDULE, OFFSETTING PLANTS FROM EXISTING VEGETATION AS APPROPRIATE, GENERALLY 3 FEET FROM EXISTING SHRUBS AND 5 TO 10 FEET FROM PLANTED AND MATURE TREES RESPECTIVELY.
- INTERMIX SPECIES IN GROUPS OF THREE, FIVE, OR SEVEN.
- PLANT MATERIAL SHALL BE LOCALLY GROWN (PUGET SOUND REGION) AND SHALL BE IN A HEALTHY AND VIGOROUS GROWING CONDITION.
- THE CONTRACTOR SHALL SUBMIT DOCUMENTATION SPECIFYING THE QUANTITY AND SPECIES OF PLANTS WITH NAMES OF SUPPLIERS, ADDRESSES, AND PHONE NUMBERS.
- SUBSTITUTIONS OF PLANT SPECIES OR SIZES MAY BE PERMITTED BASED ON PLANT AVAILABILITY, BUT ONLY WITH PRIOR APPROVAL BY THE MITIGATION CONSTRUCTION MONITOR.
- PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z601-2004 OR MOST RECENT EDITION) FOR PLANT SIZE AND CONDITION FOR SPECIFIED MATERIAL.
- PLANTS WILL BE INSPECTED WHEN THEY ARRIVE ON SITE TO VERIFY THEY MEET NURSERY STOCK STANDARDS. THE INSPECTOR RESERVES THE RIGHT TO REFUSE ANY AND ALL MATERIAL IF IT IS DETERMINED THAT PLANT MATERIAL DOES NOT SPECIFICATIONS.
- PLANTS LOCATED ON THE PLAN ARE SCHEMATIC AND MAY NEED ADJUSTMENT TO MEET ACTUAL FIELD CONDITIONS. WHEN A CONFLICT WITH FIELD CONDITIONS IS APPARENT, CONSULT WITH THE PROJECT BIOLOGIST.
- ALL PLANTS MUST BE IN PLACE WITHIN SEVEN DAYS AFTER CONSTRUCTION COMPLETION.

3639 PALATINE AVE N
SEATTLE, WA 98103
206-634-9193



SNOHOMISH COUNTY
HOMESTEAD PARK

PLANTING
PLAN

REVISION:

DATE:	DESCRIPTION:

DATE:
9/23/2025

SHEET NO. **P-1**
OF SHEETS



CITY COUNCIL MEETING STAFF REPORT

Date: January 6, 2026

Agenda Section: CONSENT ITEMS

From: Heather Thomas-Murphy, MPA, MA
City Administrator

Subject: **AUTHORIZE the Mayor to Execute a Contract with Snohomish County Public Defender's Association for Indigent Defense Services**

SUMMARY: The City Council will be asked to authorize the Mayor to sign a professional services agreement with the Snohomish County Public Defender Association for the provision of indigent public defense for the City's defendants accused of misdemeanor crimes.

BACKGROUND & ANALYSIS: State and federal court decisions in 2014 demanded local governments in Washington to provide specific and measurable standards for the public defense of their indigent defendants. Based on this, the City entered into an agreement with the Snohomish County Public Defender Association (SCPDA), a non-profit corporation based in Everett, in 2015. The attorneys of SCPDA provide defense services to persons charged with felonies in the superior court and misdemeanors in the district courts, to juveniles charged with offenses in the juvenile court, to persons facing mental health commitments, and to persons facing commitment as sexually violent predators.

The initial agreement with SCPDA was approved by the Council in 2015. The Council approved a number of amendments extending terms and setting fees in the years since. The last amendment was approved by Council on December 5, 2023. Since that time, another series of court decisions have been released setting stricter case load requirements. This new contract aligns with current state and federal rules for caseloads and reporting.

The fees have remained at \$10,145 per month, or \$121,740 annually, since 2023. This new contract sets the rate at \$13,515 per month, or \$162,180 annually, in 2026. There are a few potential costs not included within that monthly amount, most of which are called out in Section 2.2 of the agreement.

Another scenario is when "conflict counsel" needs to be appointed. This happens if the attorney(s) within SCPDA identify a conflict where they cannot represent the client. In these situations, the judge would appoint conflict counsel from a list who handles the case. That attorney would bill the City separately. The need to appoint conflict counsel has been rare, but there were a couple of cases identified in 2025.

FISCAL IMPACT: The City had already anticipated an increase in public defense costs because of the court orders. The \$200,000 included in the budget for FY26 will cover the contract with SCPDA, as well as any conflict counsel appointed by the courts or miscellaneous expenses depending on specific cases.

SUGGESTED COUNCIL ACTION: Motion to AUTHORIZE the Mayor to execute the professional services agreement with Snohomish County Public Defender's Association for indigent defense services.

REFERENCE(S): [December 5, 2023 Council Meeting](#)
[December 2, 2014 Council meeting](#)

Washington State Supreme Court orders issued in June, November, and December 2025

[Order 25700-A-1644.pdf](#)

[ADOPTION ORDER - COMMENTS SUBMITTED](#)

[Order 25700-A-1681.pdf](#)

COUNCIL GOAL(S): City Services, Public Safety

ATTACHMENT(S):

[Public Defender Assoc_City of Snohomish Contract 2026 2027_Final.docx](#)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF SNOHOMISH, WASHINGTON AND
SNOHOMISH COUNTY PUBLIC DEFENDER ASSOCIATION
FOR INDIGENT DEFENSE SERVICES**

WHEREAS, the city of Snohomish, Washington, ("the city") provides indigent defense services to individuals who have been determined to be eligible for representation at public expense for criminal charges before the Snohomish Municipal Court ("the Municipal Court"); and

WHEREAS, the City recognizes the directives of the Washington Supreme Court Orders, the Court Rules, and the guidelines of the Washington State Bar Association Indigent Defense Standards; and

WHEREAS, Snohomish County Public Defender Association ("the Firm") is a law firm employing licensed attorneys in good standing in the state of Washington, which has been selected by the City to provide representation of indigent defense clients under contract with the City ("the Services"); and represents that is willing and able to provide the required number of full time public defenders to provide the Services; and

WHEREAS, the City and the Firm desire to provide for compensation for the Services based on a flat monthly fee, subject to adjustment annually to reflect actual case filings.

Now, therefore, the City and Firm enter into this Agreement in consideration of the mutual benefits to be derived in the mutual promises contained herein:

1. Scope of Services, Standards and Warranty. The Firm will provide the Services in accordance with Agreement, the Supreme Court Standards and the City Standards, which will initially require the provision of forty percent (40%) of one full time equivalent lawyer.
 - 1.1 The Firm warrants that every attorney and/or intern, employed by the Firm to perform services under this contract, has read and is fully familiar with the provisions of the Supreme Court Rules and Orders, which are hereby incorporated in this Agreement by this reference has set out at length. Compliance with the Supreme Court Standards in the City Standards goes with the essence of this Agreement. Every attorney and/or intern performing services under the Agreement, shall certify compliance in each case and quarterly with the Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing with the Municipal Court. The Firm further warrants that it has analyzed the cost of providing the Services, and that its proposal, reflected in Section 2, Compensation, is sufficient to cover all wages and benefits, infrastructure, support and administrative services and systems necessary to comply with the Standards.

- 1.2 The Firm shall provide the Services from its office in Everett. The Firm shall ensure an attorney is available to each eligible City defendant to ensure that the defendant is provided with effective assistance of counsel. Defendant access to his or her attorney prior to court hearings is paramount. The Firm shall be responsible to use best efforts to ensure its attorneys confer with defendants about cases promptly after appointment and prior to trial or hearings. Defendant shall be provided access to the Firm's attorneys by means of a toll-free local call from a Snohomish telephone number made available by the Firm, attorney's email address, and attorney's office and postal address. Attorneys shall respond to defendant inquiries within a reasonable time to ensure the effective assistance of counsel, whether such inquiries are received by letter, telephone, email or otherwise.
- 1.3 The Firm shall provide an attorney to appear at all Municipal Court arraignment calendars.
- 1.4 The Firm shall maintain a case reporting and case management information system, and shall submit reports to the City, which shall be submitted in support of monthly invoices, and shall be a condition of payment pursuant to Section 2. The reports shall include the following information:
 - 1.4.1 The number of cases to which the Firm's attorneys were appointed during the month and year to date.
 - 1.4.2 For each appointment, the name of the defendant, the name of the attorney appointed, the date of appointment and the case number.
 - 1.4.3 The charge(s) filed against the defendant.
 - 1.4.4 Such information required by the City Standards to allow the City to determine Attorney's compliance with caseload limits, including information pertaining to Attorney's other municipal public defense contracts and Attorney's private practice, if any.
 - 1.4.5 The Firm shall furnish any and all data, reports, and information which the City may require pertaining to matters covered by this Contract.
- 1.5 The Firm shall employ an investigator to assist the attorneys providing the Services.
- 1.6 The Firm shall present the City on all appeals to Superior Court under the Rules for Appeal of the Decisions of Courts of Limited Jurisdiction (RALJ), which shall be counted as 1.88 credits.

2. Compensation. Subject to all the provisions of the section, the City shall pay to the Firm a flat fee per month for the Services, including all proceedings in the Municipal Court and all appeals therefrom.

Effective January 1, 2026, thirteen thousand five hundred and fifteen dollars (\$13,515.00) per month. This represents 40% of the salary and benefits of a lawyer - One thousand dollars (\$1000.00) of each monthly payment is specifically designated as costs of investigator services.

Effective January 1, 2027, fourteen thousand, one hundred and fifty dollars (\$14,150.00) per month. One thousand seventy-five dollars (\$1075.00) per month of each monthly payment is specifically designated as costs of investigator services.

- 2.1 Except as expressly provided in Section 2.2, the cost of all infrastructure, wages and benefits, administrative and support expenses, equipment and systems, the investigator, and overhead cost necessary to comply with the City Standards is included in the payment provided in the flat monthly fee.

- 2.2 The City shall pay for the following case expenses in addition to the per case fee when reasonably incurred and approved by the Municipal Court on ex-parte motion:

- 2.2.1 Medical and psychiatric evaluations.
- 2.2.2 Expert witness fees and expenses.
- 2.2.3 Interpreters fees.
- 2.2.4 Polygraph, Forensic and other scientific tests.
- 2.2.5 Lay witness fees and mileage incurred in bringing defense witnesses to court, including the cost of service of a subpoena, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses.
- 2.2.6 The cost of obtaining medical, school, birth, DMV, and other similar records, and 911 and emergency communication recording and logs.
- 2.2.7 Any other costs or expenses the Municipal Court finds necessary and proper for the investigation, preparation and presentation of a case.

- 2.3 For post-conviction relief cases, the City shall pay the cost to obtain copies of the court file, the transcript and original charging documents.

- 2.4 Effective January 1, 2026, each full-time public defender will be assigned no more cases credits than allowed under the Washington State Supreme Court orders issued in 2025. Case credits will be maintained by the Attorney and reviewed by the City. As provided by the Standards, the credits case counts will include the Attorney's appearance at all arraignment calendars and designated post-conviction proceedings (See Section 1.11, 1.12, and 1.13 above.) The terms "case" and "credit" shall be defined as provided in the Standards. As provided in the Standards, compensation may be revised upwards. The City and the Attorney

shall, at the option of either party, renegotiate this contract if there is a significant increase or decrease in the number of credits assigned. The City shall have the option to implement the new standards at the earliest possible time and not request an adjustment in the contract rate. If the credits approach or exceed the caseload maximum, the parties may renegotiate this contract to increase attorney capacity and compensation to the Attorney. At the request of either party, the City and the Attorney will periodically review the case credit trend and any other matters needed to determine contract compliance or necessary contract modifications. The Attorney shall promptly notify the City when quarterly caseloads require the use of overflow or conflict counsel to assure that credits assigned to the Attorney remain within limits adopted in this contract and comply with local and state standards.

- 2.5 In the event the Firm has a conflict that prevents it from representing a client for whom one of its attorneys has been appointed, the Firm shall not be required to compensate conflict counsel.
3. Term. The term of this Agreement shall be from the later of the date of mutual execution or January 1, 2026, through December 31, 2027, unless sooner terminated as provided in this Agreement, provided, this Agreement shall be automatically renewed for additional one-year terms each year unless terminated as follows:
 - 3.1 This Agreement may be terminated for cause for violation of any material term. “Material term” shall include any violation, indicating a failure to provide representation in accordance with the rules of the court and the ethical obligations established by the Washington State Bar Association, a violation of the Standards of the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Firm, or any attorney providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Firm which shall have ten (10) business days to correct the violation. Failure to correct the violation will give rise to termination for cause at the City’s discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.
 - 3.2 This Agreement may be terminated at any time without cause by either party giving the other party no less than ninety (90) days written notice.
 - 3.3 The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.
4. Nondiscrimination. Neither the Firm nor any person acting on behalf of the Firm, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged, doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a

person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this Agreement.

5. Indemnification. The Firm agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Attorney's fees or awards, and including claims by Attorney's own employees to which Attorney might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Firm, its officers or agents. It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Firm's waiver of immunity under title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.
6. Insurance. The Firm shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or property which may arise from or in connection with a performance of work hereunder by the attorneys, or agents, representatives or employees of the Firm.

6.1 The Firm shall obtain insurance of the types described below:

- 6.1.1 Automobile Liability insurance, covering all owned automobiles, if any, and all non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- 6.1.2 Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
- 6.1.3 Workers' Compensation coverage as required by the Industrial Insurance laws of State of Washington.
- 6.1.4 Professional Liability insurance appropriate to the Firm's undertakings. This policy shall not contain an exclusion for ineffective assistance of counsel claim, loss or liability.

- 6.2 The Firm shall maintain the following insurance limits:
- 6.2.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - 6.2.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
 - 6.2.3 Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. The policy shall contain no exclusion for loss or liability relating to a claim of ineffective assistance of counsel.
- 6.3 The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance.
- 6.3.1 The Firm's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess to the Service Provider's insurance and shall not contribute with it
 - 6.3.2 The Firm's insurance shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- 6.4 Insurance is to be placed with insurers with the current A.M. Best rating of not less than A:VII.
- 6.5 The Firm 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 Service Provider before commencement of the work.
7. Work Performed by the Firm. In addition to compliance with the City Standards, in the performance of work under this Agreement, the Firm shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to the Firm's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
8. Work Performed at the Firm's Risk. The Firm shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Firm's own risk, and the Firm shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. The Firm shall also pay its employees all wages, salaries and benefits required by law and

provide for taxes, withholding and all other employment related charges, taxes or fee fees in accordance with law and IRS regulations

9. Personnel Services, No Subcontracting. This Agreement has been entered into consideration of the Firm's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. This Agreement shall not be subcontracted without the expressed written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by the Firm without the expressed written consent of the City shall be void.
10. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Firm.
11. Entire Agreement. This Agreement contains the entire agreement between the City and the Firm. The provisions of this Agreement shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
12. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

TO CITY:	TO THE FIRM:
City of Snohomish Attn: City Administrator 116 Union Avenue Snohomish, WA 98290	Kathleen Kyle Snohomish County Public Defender Association 2722 Colby Ave., Ste. 200 Everett, WA 98201
13. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options, and the same shall be and remain in full force and effect.
14. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Chief Administrative Officer, whose decision shall be final, provided, however, that any complaint regarding any violation of the City Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, or any

dispute concerning the City's determination on Attorney's request for higher compensation for a particular case, shall be referred to the Judge of the Municipal Court. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between an attorney and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable attorneys' fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Snohomish County Superior Court.

DATED this 6th day of January, 2026.

CITY OF SNOHOMISH

SNOHOMISH COUNTY PUBLIC
DEFENDER ASSOCIATION

Aaron Hoffman, Mayor

Kathleen Kyle, Executive Director

Date signed: _____

Date signed: _____

APPROVED AS TO FORM:

City Attorney



CITY COUNCIL MEETING STAFF REPORT

Date: January 6, 2026

Agenda Section: CONSENT ITEMS

From: Nova Heaton P.E., Public Works Director

Subject: **AUTHORIZE the Mayor to Execute a Grant Agreement with the Department of Ecology**

SUMMARY: The City Council will be asked to authorize the Mayor to execute an agreement with the Department of Ecology for the 2025-2027 Biennial Stormwater Capacity Grant.

BACKGROUND & ANALYSIS:

The Washington State Department of Ecology administers the Biennial Stormwater Capacity Grant Program to assist Phase I and Phase II permittees with implementation of municipal stormwater programs required under the NPDES permit. The City of Snohomish qualifies as a Phase II permittee and applied for this funding to support permit compliance activities.

The City of Snohomish has been awarded a \$120,000 grant as a part of Ecology's 2025-2027 Biennial Stormwater Capacity Grant. The grant will support implementation and management of the City's Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. Approval of this agreement authorizes the City to accept the grant funds and proceed with eligible stormwater program activities.

The 2025–2027 grant agreement provides funding for two primary tasks:

1. Project Administration and Management (\$5,000):
This task includes grant administration, reporting, reimbursement requests, and coordination with Ecology to ensure compliance with grant requirements.
2. Permit Implementation (\$115,000):
This task supports a broad range of eligible stormwater program activities, including public education and outreach, illicit discharge detection and elimination, stormwater system mapping and maintenance, inspections, staff training, pollution prevention, annual reporting, and other activities required under the City's NPDES permit.

The grant term begins July 1, 2025, and expires March 31, 2027. All funds are provided by Ecology through the Model Toxics Control Stormwater Account (MTCSA). No local match is required.

Approval of this agreement allows the City to continue meeting state and federal stormwater permit requirements while improving water quality and protecting local waterways.

FISCAL IMPACT: The grant provides \$120k of additional revenue in the Stormwater Fund to offset qualifying expenses already budgeted to purchase items and support the NPDES permit and stormwater projects.

SUGGESTED COUNCIL ACTION: Motion to AUTHORIZE the Mayor to execute the grant agreement with the Department of Ecology for the 2025-2027 Biennial Stormwater Capacity Grant

COUNCIL GOAL(S): Environment, City Infrastructure

ATTACHMENT(S):
WA COL Simple Agreement.pdf



Agreement No. WQSWCAP-2527-Snohom-00160

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SNOHOMISH

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Snohomish, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2025-2027 Biennial Stormwater Capacity Grant
Total Cost:	\$120,000.00
Total Eligible Cost:	\$120,000.00
Ecology Share:	\$120,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2025
The Expiration Date of this Agreement is no later than:	03/31/2027
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2527-Snohom-00160
 Project Title: 2025-2027 Biennial Stormwater Capacity Grant
 Recipient Name: City of Snohomish

RECIPIENT INFORMATION

Organization Name: City of Snohomish

Federal Tax ID: 91-6001278

Mailing Address: 116 Union Avneue
 Snohomish, WA 98290

Physical Address: 116 Union Avenue, Snohomish, WA 98290
 Snohomish, Washington 98290

Organization Email: iliakis@snohomishwa.gov
 Organization Fax: (360) 568-1375

Contacts

<p>Project Manager</p>	<p>Karena Iliakis NPDES Coordinator</p> <p>1801 1st St Snohomish, Washington 98290 Email: iliakis@snohomishwa.gov Phone: (425) 328-7912</p>
<p>Billing Contact</p>	<p>Siobhan Waltman Project Coordinator</p> <p>116 Union Avenue, Snohomish, WA 98290 Snohomish, Washington 98290 Email: waltman@snohomishwa.gov Phone: (360) 282-3196</p>
<p>Authorized Signatory</p>	<p>Aaron Hoffman Mayor</p> <p>116 Union Avenue, Snohomish, WA 98290 Snohomish, Washington 98290 Email: hoffman@snohomishwa.gov Phone: (360) 282-3196</p>

Agreement No: WQSWCAP-2527-Snohom-00160
 Project Title: 2025-2027 Biennial Stormwater Capacity Grant
 Recipient Name: City of Snohomish

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Quality
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890</p>
<p>Financial Manager</p>	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890</p>

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Snohomish

By: _____

By: _____

Jon Kenning, PhD
Water Quality
Program Manager
Date

Aaron Hoffman
Mayor
Date

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

Task Number: 1 **Task Cost: \$5,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$115,000.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or

Agreement No: WQSWCAP-2527-Snohom-00160
 Project Title: 2025-2027 Biennial Stormwater Capacity Grant
 Recipient Name: City of Snohomish

improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET

Funding Distribution EG260215

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2025-2027 Biennial Stormwater Capacity Grant
 Funding Type: Grant
 Funding Effective Date: 07/01/2025 Funding Expiration Date: 03/31/2027
 Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

2025-2027 Biennial Stormwater Capacity Grant	Task Total
Grant and Loan Administration	\$ 5,000.00
Permit Implementation	\$ 115,000.00

Total: \$ 120,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2025-2027 Biennial Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 120,000.00	\$ 120,000.00
Total		\$ 0.00	\$ 120,000.00	\$ 120,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

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 Project Title: 2025-2027 Biennial Stormwater Capacity Grant
 Recipient Name: City of Snohomish

“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form.

Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the

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review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress

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reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

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RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

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If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



CITY COUNCIL MEETING STAFF REPORT

Date: January 6, 2026

Agenda Section: ACTION ITEMS

From: Melissa Collins, MMC
City Clerk

Subject: ELECT City Council President

SUMMARY: The City Council will be asked to select a Council President.

BACKGROUND & ANALYSIS: Based on the adopted Council Rules, "the Council shall elect a Council President who shall serve as Mayor Pro Tem for a term of two years and organize itself at the first Council meeting during even-numbered years."

REFERENCE(S): [Res-1476---Council-Rules](#)



CITY COUNCIL MEETING STAFF REPORT

Date: January 6, 2026

Agenda Section: ACTION ITEMS

From: Melissa Collins, MMC
City Clerk

Subject: APPOINT Elected Leader Liaisons

SUMMARY: The City Council will be asked to select Councilmember delegates to represent the City on a variety of boards or committees.

BACKGROUND & ANALYSIS: It has been customary for the City Council to review every 1-2 years those Councilmembers appointed as City liaisons for a number of boards, committees, and/or membership organizations. The current list of liaisons and the appointments that will need to be determined is attached.

The City Council had previously appointed liaisons to City boards and commissions, but the structure and make-up of boards and commissions were updated in the Snohomish Municipal Code in 2023, removing the need for Council liaisons. There are also a handful of other organizations that Councilmembers have attended based on personal interests, but the City does not have an official role or "seat," so official appointments are not needed. Those include the Snohomish Chamber of Commerce, Historic Downtown Snohomish Association, Green Snohomish, and Snohomish for Equity, to name a few. Councilmembers may attend those organizations' meetings and events, and report back at Council meetings, but they are not attending in an official capacity with authority to vote on behalf of the City or commit City resources.

Attached to this report are the 2025 assignments, as well as a letter from Community Transit for 2026 assignments.

RECOMMENDATION TO COUNCIL: Typically, the Council selects from one to three liaisons to each committee based on expressed interests of the individual Councilmembers. Liaison assignments may be changed at any time at the will of the Council majority. The Council may proceed to make these assignments either by separate motions for each committee or, more typically, by a single motion for all assignments at once. The Mayor's assignments to external agencies should also be identified.

SUGGESTED COUNCIL ACTION: For the City Council SELECT and APPOINT City Councilmember liaisons to each of the external bodies that require a City delegate.

ATTACHMENT(S):

2025 Council Assignments.pdf

Community Transit_Snohomish Mtg Invite 1.15.26.pdf

2025 SNOHOMISH ELECTED LEADER LIAISON ASSIGNMENTS

Board, Commission or Committee	Regular Meeting Schedule <i>(Subject to Change)</i>	Currently Assigned
Lodging Tax Advisory Commission (LTAC)	<p>Meets 1-2x per year; SMC 2.23 requires a Councilmember to serve as chair.</p> <p><i>Brady Begin, Economic Development Coordinator</i></p>	Lea Anne Burke
Community Transit <i>(Small Cities - 2 members, alternate, <15,000 pop.)</i>	1st Thursday each month @ 3:00 pm	Tom Merrill
Snohomish County Tomorrow (SCT)	<p><u>Steering Committee</u> 4th Wednesday each month @ 6:00 p.m.</p> <p><i>Executive Committee: 1st Wednesday each month @ noon (if elected to this committee)</i></p> <p><i>Other SCT Committees:</i></p> <p align="center"><i>Managers & Administrators Group (MAG)</i> Heather Thomas-Murphy, City Administrator</p> <p align="center"><i>Infrastructure Coordinating Committee (ICC)</i> Monty Dhaliwal, City Engineer</p> <p align="center"><i>Planning Advisory Committee (PAC)</i> Brooke Eidem, Planning Director</p>	<p>Primary: Karen Guzak</p> <p>Alternate: Linda Redmon</p>
Alliance for Housing Affordability (AHA)	Meets Quarterly on 4th Wednesday	<p>Primary: Judith Kuleta</p> <p>Alternate: David Flynn</p>

<p>Association of Washington Cities (AWC)</p>	<p>AWC Business Meeting held in June. Each city may select up to three voting delegates – either elected officials or staff</p>	<p>Mayor Linda Redmon (or designee)</p> <p>Judith Kuleta David Flynn</p>
<p>National League of Cities (NLC)</p>	<p>The City is a member, and all elected officials have access to training and advocacy resources. AWC is the state municipal league of NLC.</p>	<p>Mayor Linda Redmon & All Councilmembers</p>
<p>Puget Sound Regional Council (PSRC)</p>	<p>General Assembly*</p> <p><i>* All mayors and councilmembers of member cities are part of the General Assembly. Snohomish County Cities & Towns is responsible for appointing representatives to all PRSC boards.</i></p>	<p>Mayor Linda Redmon & All Councilmembers</p>
<p>Snohomish County Cities & Towns</p>	<p>SCC has the responsibility and authority to appoint representatives to represent all Snohomish County cities & towns on:</p> <ul style="list-style-type: none"> • PSRC Boards • Economic Development District • Snohomish County Housing & Community Development Advisory Board • Snohomish County Law & Justice Board • Conservation Futures • County Transportation Coalition • County LEOFF Disability Board • Snohomish County Health Department Board of Health 	<p>Mayor Linda Redmon & All Councilmembers</p>



November 13, 2025

Mayor Redmon and City Council Members
City of Snohomish
116 Union Ave.
Snohomish, WA 98290

Dear Mayor Redmon and City Council Members:

Community Transit bylaws require the cities of the Snohomish County Public Transit Benefit Area meet every two years to select the Community Transit Board of Directors. The Board of Directors is the governing body for the agency, establishing policy, funding authority, and legislative direction.

This letter invites your city to send one elected official representative to participate in this meeting and explains the selection process. In-person meeting attendance is highly recommended.

Community Transit Board of Directors Selection Meeting

Thursday, January 15, 2026 – 3 p.m.

Cascade Board Room | 2312 West Casino Road | Everett, WA 98204

Each city in Community Transit’s Public Transportation Benefit Area may appoint one elected official to represent their city at this selection meeting. An election for each city category based on population (small, medium, and large—see agency bylaws attachment A for more detail) will take place to determine the 2026-2027 Board of Directors and Board alternates. Your city is in the small sized city category as defined by agency bylaws. Small sized city representatives will select two (2) Board member and one (1) Board alternate positions.

Jurisdictions may use their own process for selecting the meeting attendee. Contact Rachel Woods, Executive Programs Manager, at executiveoffice@commtrans.org or 425-521-6158 by **January 9, 2026**, with the name and contact information of the selected elected official who will participate in this meeting on behalf of your city.

To further understand Community Transit and the Board’s role, please reference the enclosed Board member roles and responsibilities, strategic priorities, and agency bylaws. Community Transit is guided by our [vision, mission, and core values](#). We value and encourage diversity in our workforce as well as our Board of Directors.

Thank you for participating in the selection of the Community Transit Board of Directors. Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Ric Ilgenfritz".

Ric Ilgenfritz
Chief Executive Officer
(425) 521-5266

Enclosures

2312 W Casino Rd. Everett, WA 98204

ph (425) 348-7100 TTY Relay: 711 communitytransit.org

Board Member Roles & Responsibilities

2026-2027

The Board of Directors is the governing body of the Snohomish County Public Transportation Benefit Area (PTBA) Corporation, Community Transit. There are nine voting members and one non-voting member of the Board who provide policy, fiduciary, and legislative direction for the corporation. Board terms are two years.

Qualifications

- Elected official selected by and serving on behalf of respective governing bodies of the component cities and county within the area OR one (1) non-voting member representing the collective bargaining units
- Current Open Public Meetings Act training (can be obtained after being selected to the Board)
- No conflict of interest or appearance of a conflict of interest (section 3.1.i. of the agency bylaws)

Summary Responsibilities¹

- Acting in the best interests of Community Transit, advocating issues that promote the corporation's financial, operational, and organizational well-being
- Abiding by state and local laws regarding Board member conduct and protocol and the corporation's bylaws, procedures, and board resolutions
- Regularly attending all scheduled Board meetings, workshops, and retreats
- Representing Community Transit's position to the public, in the Legislature and the community
- Selecting and evaluating the performance of the chief executive officer
- Ensuring strong fiduciary oversight and financial management, approving the agency's biennial budget and individual expenditures over \$150,000
- Approving certain strategic and governing policies, such as the Long Range Transit Plan, 6-year Transit Development Plan, service network, agency fare policy, and annual safety plan to name a few

Meetings²

- New Board Member Orientation (mutually agreeable date; 1 hour)
- 12 Regular Board Meetings per year
 - First Thursday of the month, 3-5 p.m.
- 4 Quarterly Board Workshops per year
 - Third Thursday of January, April, July and fourth Thursday of October, 3-5 p.m.
- Monthly Board Standing Committee Meetings
 - Serve on 1 or up to 2 Committees (determined by Chair)
 - Executive Committee (Chair, Vice-Chair, Secretary, immediate Past Chair)
 - Strategic Alignment and Capital Development Committee
 - Finance, Performance, and Oversight Committee
- Board Retreat/Planning Meeting as determined by Chair
- Special meetings may be called from time to time as necessary

Compensation

- Each Board member is eligible to receive mileage and meal reimbursement
- Board members who are not full-time elected officials are eligible to receive \$161 per day worked.

Community Transit provides a tobacco-free and drug-free work environment. As a recipient of federal funds, Community Transit is an Equal Opportunity Employer and does not unlawfully discriminate on a basis prohibited by Federal, State or Local law. We value and encourage diversity in our workforce as well as our Board of Directors.

¹ See sec. 3.1 of Community Transit's Agency Bylaws

² This is the regular meetings schedule; meetings may be rescheduled where there are conflicts, per Chair's direction

Strategic Priorities

In support of Community Transit’s vision—*travel made easy for all*—and mission—*we help people get from where they are to where they want to be*—the agency’s strategic themes are to deliver excellent service and build the future.

We will do this by aligning the work across the agency to the strategic priorities of attracting and retaining customers, strengthening the employee experience, and prioritizing sustainability. The diagram on the right shows Community Transit’s strategic priority framework, including goals and initiatives to meet agency priorities.

The agency’s strategic priority framework serves as the guide for department-, division-, and individual-level goal setting. This approach ensures that the agency has a consistent focus in working towards its strategic priorities, and ultimately our mission, vision, and core values. Agency leadership evaluates progress on goals and initiatives throughout the year. Agency leadership updates the strategic priorities, goals, and initiatives annually.



Attract & Retain Customers

We will listen to customers so they will see their needs reflected in our products and services.

Goals

- Increase customers and ridership
- Improve customer satisfaction score

Initiatives

- Integrate, calibrate, and optimize the service portfolio including exploring and implementing new services
- Design next generation Swift BRT
- Embed customer voice in all decisions



Strengthen Employee Experience

Employees are engaged and feel heard, seen, safe, and valued.

Goals

- Lead the industry and region in employee satisfaction and engagement
- Ensure our workforce, and especially people leaders reflect the diversity of our community

Initiatives

- Seek out and respond to employee feedback continuously in everything we do
- Foster a continuous improvement and learning culture
- Implement the agency’s people, empowerment, and connections strategy



Prioritize Sustainability

Sustainability measures will provide long-term protection for our people, plant, and prosperity.

Goals

- Ensure safety/security of our customers and employees
- Deliver an adaptable balance of fleets, facilities, and mobility services for our customers

Initiatives

- Invest in customer and employee safety/security
- Procure and build financially sustainable infrastructure to support the service portfolio

- Implement the Sustainability Action Plan
- Implement Zero Emissions initial deployments positioning the agency to meet the 2044 goal



Snohomish County Public Transportation Benefit Area Corporation (Community Transit) Bylaws

Revised March 7, 2024

Article I. Name, Powers, Rights, and Liabilities

Sec. 1.1 Name. The name of the municipal corporation duly established pursuant to laws of the State of Washington shall be "Snohomish County Public Transportation Benefit Area Corporation" hereinafter referred to as the "Corporation" or as Community Transit.

Sec. 1.2 Powers, Rights and Liabilities. By and in the corporate name, the Corporation shall have and exercise all powers, functions, rights and privileges now and hereafter given or granted to, and shall be subject to all the duties, obligations, liabilities and limitations now and hereafter imposed upon municipal corporations of the same class by the Constitution and laws of the State of Washington, and shall have and exercise all other powers, functions, rights and privileges usually exercised by, or which are incidental to, or inhere in, municipal corporations of like character and degree. The Corporation shall have all powers possible to have under the Constitution and laws of this state.

Article II. The Governing Body - Board Composition

Sec. 2.1 Voting Members. The governing body of the Corporation shall be a Board that includes nine voting members, all of whom shall be elected officials selected by and serving at the pleasure of the respective governing bodies of the component cities and county within the area. The voting membership of the Board shall be composed of the following members:

- a. Two (2) members and their alternate who are elected officials of the governing body of the County.
- b. The remaining seven (7) voting members of the Board shall be selected as follows:
 - i. Three (3) members and one (1) alternate from the component cities with populations of 35,000 or more.
 - ii. Two (2) members and two (2) alternates from the component cities with populations between 15,000 and 35,000.
 - iii. Two (2) members and an alternate from the component cities with populations less than 15,000.

- iv. Such voting representatives to the Board shall be elected officials selected by the governing body of the respective representative cities. The selection of such members shall be elected by the elective representatives of the same size cities the Board member is to represent. Such selections shall be made during the months of January or February of each even-numbered year as determined by the Chair. Such selected members of the Board shall begin their term of office as a Board member at the first meeting following their selection.

At the aforementioned January or February meeting, alternate Board members shall be selected to serve on the Board in the event of a vacancy on the Board or the absence of one of the regular Board members selected pursuant to this subsection.

In the event of a vacancy on the Board created by one of the members selected pursuant to this subsection, the representatives of cities which were so represented on the Board by the vacant position on the Board shall meet as soon as it is feasible and select a representative to fill the vacancy. In the interim, an alternate selected pursuant to this subsection may fill the vacancy until a regular Board member is selected. Each such member of the Board shall hold office until his successor has been selected as provided herein unless such person has been ineligible to hold such position.

c. **Cities Excluded from Direct Membership.** Those cities within the boundaries of the Corporation and excluded from direct membership on the Board are authorized to designate a member of the Board who shall be entitled to represent the interest of such city which is excluded from direct membership on the Board. The legislative body of such city shall notify the Board as to the determination of its authorized representative on the Board.

Sec. 2.2 Non-voting Board Member. There shall be one (1) non-voting member who shall represent the collective bargaining units representing the public employees of the Corporation. The bargaining units shall select the non-voting member as prescribed in RCW 36.57A.050. Such selections shall be made during the months of January or February of each even-numbered year as determined by the Chair: provided however the selection of the initial non-voting member shall take place as soon as possible after the effective date of the statutes providing for such non-voting member. Such selected non-voting member of the Board shall begin their term of office at the first meeting following their selection.

In the event of a vacancy on the Board created by the aforementioned non-voting member, the aforementioned procedure for selecting the non-voting member shall be followed to fill the vacancy as soon as it is feasible.

Article III. Duties of the Board and Board Meetings

Sec. 3.1 Duties of the Board.

i. Duties of Voting Members of the Board.

The voting members of the Board of the Corporation shall provide the policy and legislative direction for the Corporation and its administrators. The voting Board Members shall also abide by the following performance standards:

- a. Voting members shall exercise their fiduciary duties through responsible use of the Corporation's assets. Voting members shall transact the Corporation's business promoting wise expenditures, prompt payment of debts, and in other ways safeguarding the Corporation's assets from waste, abuse, theft, or other physical loss.
- b. Voting members shall attend all scheduled Board meetings, workshops, and retreats, unless excused. Three consecutive unexcused absences may constitute removal from the Board. The Chair may approve a Board Member's temporary absence of three months or more. Voting members shall be informed and aware of issues affecting the Corporation.
- c. Voting members shall effectively represent the Corporation's position to the public, in the Legislature, and in the community. Voting members should not represent their own opinion as the official position of the Corporation.
- d. Voting members shall act in the best interests of the Corporation, supporting the agency as Snohomish County's primary public transportation provider. Voting members shall advocate issues that promote the Corporation's financial, operational, and organizational well-being.
- e. Voting members shall abide by all state and local laws with regard to Board member conduct and protocol, as well as the Corporation's by-laws, resolutions, and procedures.
- f. All voting member requests for information that require significant research or staff time shall be directed to the Chief Executive Officer (CEO). All requests shall be courteous and concise. Voting members should clearly state the goal of their request so the appropriate information can be supplied. Should the request be ambiguous in nature or require substantial time or resources, the item shall be brought to the Executive Committee.
- g. There shall be no communication between voting members and Corporation employees or the non-voting member regarding negotiations or other personnel issues, except for the staff of the Corporation who are responsible to represent the Corporation and the Board in labor relations. If a Board Member is approached by an employee, the Board member shall refer the individual to the CEO. There shall also be no contact between Board Members and vendors or potential vendors that might create the impression of a conflict of interest or any other inappropriate conduct. Contact includes, but is not limited to, the receipt of gratuities and/or gifts of value.

- h. A Board Member shall direct any allegation that another Board Member or the non-voting member has violated these performance standards to the Chair of the Board of Directors who shall direct the investigation of the allegation. The Chair of the Board shall present the findings to the Executive Committee of the Board. If the Executive Committee finds that a violation has been committed, it may, in its sole discretion, present the issue to the full voting members of the Board of Directors for action. Action may include a reprimand or dismissal from the Board of Directors. If the allegation is against the Chair of the Board, the Vice-Chair shall direct the investigation as provided above. If the allegation is against a member of the Executive Committee, the Executive Committee member shall be excused from the Executive Committee's deliberations to determine whether the issue is submitted to the full Board of Directors.
- i. A Board member, when being considered for selection to the Board of Directors of Community Transit, shall disclose any personal situation which may give the appearance of having a conflict of interest. A conflict of interest may include, but is not limited to, having a family member working for Community Transit, past employment with Community Transit or contracting with Community Transit.
- j. A dismissal of a Board Member by the Board of Directors pursuant to provisions in the Bylaws, requires a vote of a two thirds (2/3rds) of the whole voting membership of the Board.

ii. Duties of The Non-Voting Member of the Board.

The non-voting member shall abide by the following performance standards:

- a. The non-voting member shall exercise their fiduciary duties through responsible use of the Corporation's assets.
- b. The non-voting member shall effectively represent the Corporation's position to the public, in the Legislature and in the community. The non-voting member should not represent their own opinion as the official position of the Corporation.
- c. The non-voting member shall attend all scheduled Board meetings, workshops, and retreats unless excused. Three consecutive unexcused absences may constitute removal from the Board. The non-voting member shall be informed and aware of issues affecting the Corporation as provided in these Bylaws.
- d. Such non-voting member shall act in the best interests of the Corporation, supporting the agency as Snohomish County's primary public transportation provider. Such non-voting member shall advocate issues that promote the Corporation's financial, operational, and organizational well-being.
- e. Such non-voting member shall abide by all state and local laws with regard to the representative's conduct and protocol, as well as the Corporation's by-laws, resolutions, and procedures.

- f. Such non-voting member's requests for information that require significant research or staff time shall be directed to the Chief Executive Officer. All requests shall be courteous and concise. Such non-voting member should clearly state the goal of their request so the appropriate information can be supplied. Should the request be ambiguous in nature or require substantial time or resources, the item shall be brought to the Executive Committee.
- g. There shall be no communication between voting members and the non-voting member regarding labor negotiations or other personnel issues. There shall also be no contact between the non-voting member and vendors or potential vendors that might create the impression of a conflict of interest or any other inappropriate conduct. Contact includes, but is not limited to, the receipt of gratuities and/or gifts of value.
- h. A voting member or non-voting member of the Board shall direct any allegation that another voting member or non-voting member has violated these performance standards to the Chair of the Board of Directors who shall direct the investigation of the allegation. The Chair of the Board shall present the findings to the Executive Committee of the Board. If the Executive Committee finds that a violation has been committed, it may, in its sole discretion, present the issue to the full voting members of the Board of Directors for action. Action may include a reprimand or dismissal from the Board of Directors. If the allegation is against the Chair of the Board, the Vice-Chair shall direct the investigation as provided above.
- i. A non-voting member of the Board, when being considered for selection to the Board of Directors of Community Transit, shall disclose any personal situation which may give the appearance of having a conflict of interest.

iii. Duties of Alternates of the Board

Each jurisdiction represented on the governing Board under Section 3.1.i shall be entitled to have alternates represent its regular members in the event of a temporary absence from the Board meeting. Alternate voting members shall be elected officials and selected by the represented jurisdiction in the same manner as regular members. Alternate voting members may be asked by the corporation to serve on the Board in the event a Board member is absent for a regular meeting. For temporary absences or departure from the Board by regular voting members, the Chair may select an alternate member to serve on the Board on an ad hoc basis. The alternate shall be entitled to attend Board meetings, vote, and represent the jurisdiction in the same manner as a regular member during the regular voting member's temporary absence.

Sec. 3.2 Board Officers. The majority of the whole voting membership of the Board shall select a Chair, a Vice Chair, and a Secretary from the voting members. The officers shall hold office until the first Board meeting in the month of February of each year. These officers may, if re-elected, serve more than one term.

Sec. 3.3 Meetings and Meeting Notice.

- a. All public meetings of the Board of Directors shall be pursuant the statutes and the laws of the State of Washington, including but not limited to the Open Public Meetings Act. Members of the Board of Directors may attend a public meeting by real-time telephonic, electronic, internet, or other readily available means of remote access that allows for two way communications.
- b. **Regular Meetings.** The time and place of regular meetings of the Board shall be established by a resolution of the Board. Such resolution may also specify the appropriate notification of such meetings.
- c. **Special Meetings.** Special meetings may be called at any time by the Chair or by a majority of the voting members of the whole Board. The notification of such meetings must be delivered to each Board member and others requiring notification under the State Statute (RCW 42.30.080) at least twenty-four (24) hours before the time of such meeting unless otherwise provided for under the laws of the State of Washington. The requirements of RCW 42.30.080 now and as hereafter amended shall be adhered to regarding such meetings.
- d. **Executive Sessions (Meetings).** The Board may hold executive sessions if such sessions are not otherwise prohibited by State Statutes.

The Chair or the Acting Chair shall exclude the nonvoting member of the Board from attending any executive session held for the purpose of discussing negotiations with labor organizations. The Chair or the Acting Chair may allow the nonvoting member to attend any other executive session. The decision of the Chair or Acting Chair shall be final and binding. If the non-voting member attends an executive session of the Board of Directors, such non-voting member shall not disclose any information obtained in such executive session to anyone and shall not use such information to further the interest, either directly or indirectly, of any collective bargaining unit or employee(s) of the Corporation.

Sec. 3.4 Quorum. A majority of all the voting members of the Board shall constitute a quorum for the transaction of business.

Sec. 3.5 Parliamentary Procedure. All Board meetings shall be conducted by the presiding officer. Board actions are made pursuant to a motion, second, discussion, and affirmative vote of the majority of voting members present at the meeting unless other procedures are required by these Bylaws or the laws of the State of Washington.

Sec. 3.6 Board Acting as a Body. The Board shall take official action as a body in making its decisions and announcing them. No member shall represent or act for the Board without prior authorization of the Chair, the Executive Committee, or the Board except as otherwise provided for in these Bylaws.

Sec. 3.7 Records of Board Meetings.

- a. **Minutes.** The proceedings of the Board meetings shall be recorded and maintained. The minutes shall consist primarily of a record of the action taken. Prior to the adoption of the minutes, copies of the proposed minutes shall be forwarded to all Board members prior to the next regular meeting for their reference and/or correction. At the next regular meeting, the Board shall consider the minutes for adoption or necessary corrections. A recording staff will be present at all open Board meetings unless otherwise directed by the Chair, in which event the Chair shall designate another Board or staff member to keep a record of the meeting. Copies of the adopted minutes shall be posted on the Corporation website.
- b. **Resolution.** Every action of the Board of a general permanent nature and every action otherwise required by State Statute shall be by Resolution or Ordinance.

Sec. 3.8 Committees. The Chair, from time to time, shall appoint Board members to serve on standing or special committees and selects a Board member to serve as the committee Chair on each of the agency's advisory committees. If a non-voting member is appointed to a committee, that non-voting member shall also be a non-voting member of the committee. At the time of the appointment of such Board members, the Chair shall state the objective of the committee and the date upon which a report shall be issued to the Board. The Chair shall be an ex-officio member of all such committees. Committee meetings are advisory and are generally not open to the public unless required by the Open Public Meetings Act. There shall be one permanent standing committee, that committee to be the Executive Committee. The membership of the Executive Committee shall consist of the Chair, the Vice Chair, the Secretary, and the immediate past Chair. In the event there is no immediate past Chair, the Chair shall select another Board member to be on the Executive Committee.

Article IV. Duties of the Chair, Vice Chair, and Secretary

Sec. 4.1 Duties of the Chair. The Chair shall preside at all meetings of the Board. In the event of the Chair's absence or inability to preside, the Vice Chair shall assume the duties of presiding over the meetings of the Board; provided, however, if the Chair is to be permanently unable to preside, the Board shall select a new Chair for the remainder of the Chair's term. The Chair shall also exercise the duties set forth in Article III, Sections 3.1.i.h and 3.1.ii.g above.

Sec. 4.2 Chair as Spokesperson. The Chair shall act as spokesperson for the Board and shall act as its representative at meetings with other organizations, committees, and other such activities unless such representative shall otherwise be authorized by the Board; provided, however the Chair may delegate to any voting Board member the duty of being a spokesperson or representative for the Board. The Chair or his/her designated Board member acting as a spokesperson or representative shall make no pronouncements that will obligate or commit the Board except as provided by these Bylaws or pursuant to the authorization of the Board.

Sec. 4.3 Vacancy of Chief Executive Officer. In the event the position of Chief Executive Officer is vacant, the Chair shall select an interim replacement subject to approval by the voting members of the Board. Such interim replacement shall not be a Board member and may or may not be a current employee. As soon as practicable following the vacancy, the voting Board members shall initiate a recruitment process to select a new Chief Executive Officer.

Sec. 4.4 Duties of Vice Chair. The Vice Chair shall perform the duties and have the power of the Chair during the absence of the Chair. The Vice Chair shall perform other duties and have other powers as might be delegated to him or her by the Chair. The Vice Chair shall be a member of the Executive Committee of the Board. The Vice Chair shall also exercise the duties set forth in Article III, Section 3.1.i.h and 3.1.ii.g above.

Sec. 4.5 Duties of Secretary. The Secretary shall cause a record to be made of all open meetings and to sign all documents requiring the Secretary's signature. The Secretary shall be a member of the Executive Committee.

Article V. Chief Executive Officer

Sec. 5.1 Appointment and Removal of Chief Executive Officer. The Board may appoint and remove the Chief Executive Officer with the affirmative vote of sixty percent (60%) of the whole voting membership of the Board of Directors. The Chief Executive Officer shall perform such administrative duties specified in these Bylaws and such other administrative duties as may be designated from time to time by the Chair.

Sec. 5.2 Duties of the Chief Executive Officer. The powers and duties of the Chief Executive Officer of the Corporation shall be:

- a. To have general supervision over the administrative affairs of the Corporation.
- b. To appoint and remove all department heads.
- c. To appoint and remove all other employees of the Corporation. However, the voting Board members may cause an audit to be made of any department or office of the Corporation and may select the persons to make it, without the advice and consent of the Chief Executive Officer.
- d. To attend all meetings of the Board at which his/her attendance may be required by that body.
- e. To recommend for adoption by the Board such measures as he/she may deem necessary or expedient.

- f. To prepare and submit to the Board such reports as may be required by the Board or as he/she may deem it advisable to submit to the Board.
- g. To keep the Board fully advised of the financial condition of the Corporation and its future needs.
- h. To prepare and submit to the Board a proposed budget for the fiscal year and to be responsible for its administrative adoption.
- i. To develop and implement policies and procedures to ensure compliance with State public disclosure laws. Due to the size of Community Transit it would be unduly burdensome to maintain an index as provided in RCW 42.17.260.
- j. To perform such other duties as the Chair or Board may determine.
- k. To determine conjointly with the Board appropriate performance measurements/standards by which said Chief Executive Officer is to be evaluated at least on an annual basis.

Article VI. Attorney. The Board shall make provision for legal counsel to the Board and the Corporation by any reasonable contracted arrangement for such professional services.

Article VII. Severability. If any provision of these Bylaws, or its application to any person or circumstance is held invalid, the remainder of these Bylaws, or the application of the provisions to other persons or circumstances, is not affected.

Article VIII. Amendments. These amended Bylaws, as adopted by the Board of the Snohomish County Public Transportation Benefit Area Corporation, may be revised or amended at any regular or special meeting of the Board by a vote of a two thirds (2/3rds) of the whole voting membership of the Board; provided that copies of proposed revisions or amendments shall be available to each Board member at least one (1) week prior to the regular or special meeting at which proposed revisions or amendments are to be acted upon.

The foregoing amended Bylaws of the Snohomish County Public Transportation Benefit Area Corporation, consisting of 10 pages, have been adopted and approved by the majority of the whole voting Board on the 7th day of March, 2024, and shall supersede all past Bylaws and Board resolutions or amended Bylaws of the Corporation in conflict with this amendment.

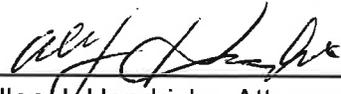
Approved and passed this 7th day of March, 2024 .



Council Member Tom Merrill, Chair

ATTEST:


Mayor Christine Frizzell, Secretary

APPROVED AS TO FORM:


Allen J. Hendricks, Attorney

Revision History

Adopted February 11, 1976
Amended December 14, 1983
Amended September 13, 1989
Amended February 1, 1996
Amended September 11, 2003
Amended February 3, 2005

Amended August 7, 2008
Amended September 2, 2010
Amended September 1, 2011
Amended March 6, 2014
Amended January 21, 2016
Amended March 7, 2024

ATTACHMENT ' A '

Governing Body - Board Composition:

- A. **Voting Members** - Nine (9) voting members - all of whom shall be elected officials selected by and serving at the pleasure of the respective governing bodies of the component cities and county within the area composed as follows:

Two (2) council members and their alternate from Snohomish County;

Three (3) members and one (1) alternate from component cities with population of 35,000 or more - Edmonds, Lake Stevens, Lynnwood and Marysville.

Two (2) members and two (2) alternates from component cities with population between 15,000 and 35,000 - Arlington, Bothell, Mill Creek, Monroe, Mountlake Terrace, and Mukilteo)

Two (2) members and an alternate from component cities with population less than 15,000 - Brier, Darrington, Gold Bar, Granite Falls, Index, Snohomish, Stanwood, Sultan, and Woodway.

- B. **Non-voting Members** - One (1) non-voting member of the Board of Directors selected by the bargaining units pursuant to RCW 36.57A.050.

Revised 1/18/24



CITY COUNCIL MEETING STAFF REPORT

Date: January 6, 2026

Agenda Section: ACTION ITEMS

From: Nova Heaton P.E., Public Works Director

Subject: **AUTHORIZE the Mayor to Execute a Grant Agreement with the Washington State Transportation Improvement Board**

SUMMARY: The City Council will be asked to authorize the Mayor to execute a grant agreement with the Washington State Transportation Improvement Board for the Bickford Sidewalk Gaps Project.

BACKGROUND & ANALYSIS: The concept for the Bickford Sidewalk Gap Project was brought forward as a priority by community members and representatives of both low-income seniors and the disabled community during a City capital projects open house. The Bickford Sidewalk Gaps Project will close several missing sidewalk segments along Bickford Avenue, improving pedestrian safety, accessibility, and connectivity to schools, transit, and community destinations. The project is consistent with the City's transportation and active mobility priorities and supports the Washington State Active Transportation Program goals.

Staff have been seeking grant funding to supplement City sidewalk and non-motorized funds to complete this project. A grant application was previously submitted to the Washington State Transportation Improvement Board (TIB), but the City was unsuccessful in the first round of funding.

On November 21, 2025, the City received an official award letter from the TIB that the Bickford Sidewalk Gaps Project was selected for funding. The letter states that TIB will fund 79.9999% of eligible costs up to a maximum of \$644,012, with a required local match of \$161,004, for a total project cost of \$805,016.

FISCAL IMPACT:

The Bickford Sidewalk Gap Project, and anticipated grant revenues, had been included in the original 2025-2026 biennial budget adopted in November 2024. However, because the City was not selected in the first round of funding, it was removed during the budget amendment process in November 2025. The City received the notice of award three days after the amended budget was adopted.

Given this, a future budget amendment will need to include the total project cost of \$805,016. It will reflect revenues of \$644,012 from the TIB grant, plus the City's required match of \$161,004.

Staff are proposing that City's match be funded by allocating two line items within the Street Capital Fund: \$100,000 budgeted for the Non-Motorized Connectivity Improvement Program and \$61,004 for

City Sidewalk Upgrades. This reallocation of funds does not impact any other currently planned projects as the intention of those budget items were to complete projects like the Bickford Sidewalk Gap Project. This request supports the goals of improving pedestrian and non-motorized connectivity within in the city. The grant allows the City to do a much larger project with budget funding than would otherwise be feasible.

SUGGESTED COUNCIL ACTION: Motion to AUTHORIZE the Mayor to execute the agreement with the Washington State Transportation Improvement Board

COUNCIL GOAL(S): City Infrastructure, Public Safety

ATTACHMENT(S):

Funded - 3 - Snohomish - 2025 Bickford Sidewalk Gaps.pdf

Grant Agreement - 3 - Snohomish - 2025 Bickford Sidewalk Gaps.pdf



Washington State Transportation Improvement Board

TIB Members

- Chair
Councilmember Sam Low
Snohomish County
- Vice Chair
Mayor Hilda González
City of Granger
- Susan Carter
Hopelink
- Kent Cash
Port of Vancouver
- Barbara Chamberlain
WSDOT
- Dongho Chang
WSDOT
- Scott Chesney
Spokane County
- Vicky Clarke
Cascade Bicycle Club & Washington
Bikes
- Nick Covey
Link Transit
- Andrew Denham
Town of Twisp
- Stephanie Forman
Forman Consulting
- Preston Frederickson
City of Walla Walla
- Commissioner Al French
Spokane County
- Commissioner Scott Hutsell
Lincoln County
- Councilmember Jon Pascal
City of Kirkland
- Les Reardanz
Whatcom Transportation Authority
- Mayor Kim Roscoe
City of Fife
- Maria Thomas
Office of Financial Management
- John Vicente
City of Kenmore
- Jennifer Walker
Thurston County
- Jane Wall
County Road Administration Board

November 21, 2025

Nova Heaton
Public Works Director
City of Snohomish
116 Union Avenue
Snohomish, WA 98290-2943

Dear Nova Heaton:

Congratulations! The Transportation Improvement Board (TIB) is pleased to announce the selection of your project, 2025 Bickford Sidewalk Gaps, Multiple Locations, TIB project number P-P-142(P03)-1.

TIB is awarding 79.9999% of approved eligible project costs with a maximum grant of \$644,012.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Grant Agreement Form. If necessary, revise section 3.0 Project Funding Partners.
- Sign and **email** a copy of the Grant Agreement Form to your TIB Engineer.
- Submit the section of your adopted Six Year Transportation Improvement Plan listing this project.

TIB approval is required prior to incurring reimbursable expenses.

In accordance with RCW 47.26.084, you must certify full funding by November 21, 2026, or the grant may be terminated. Grants may also be rescinded due to unreasonable project delays as described in WAC 479-05-211.05-211.

If you have questions, please contact Greg Armstrong, TIB Region Engineer, at GregA@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
www.tib.wa.gov



City of Snohomish
P-P-142(P03)-1
2025 Bickford Sidewalk Gaps
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Snohomish
AGREEMENT

THIS GRANT AGREEMENT (hereinafter “Agreement”) for the 2025 Bickford Sidewalk Gaps, Multiple Locations (hereinafter “Project”) is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter “TIB”) and City of Snohomish, a political subdivision of the State of Washington (hereinafter “RECIPIENT”).

1.0 PURPOSE

For the project specified above, TIB shall pay 79.9999 percent of approved eligible project costs up to the amount of \$644,012, pursuant to terms contained in the RECIPIENT’S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT’S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT FUNDING PARTNERS

The RECIPIENT anticipates receiving additional funding from the following funding partners, in the following amounts. However, in no event shall any non-party to this Agreement, even if referenced as a funding partner below, be considered a third party beneficiary to this Agreement.

Funding Partners	Amount	Revised Funding
SNOHOMISH	161,004	
WSDOT	0	
Federal Funds	0	



TOTAL LOCAL FUNDS	161,004	

4.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT’s submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Bid Authorization Form with plans and engineers estimate
- b) Award Updated Cost Estimate
- c) Bid Tabulations
- d) Contract Completion Updated Cost Estimate with final summary of quantities
- e) Project Accounting History

5.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

6.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

7.0 AMENDMENTS

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

8.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT’s other rights under this Agreement.



9.0 GOVERNANCE & VENUE

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

10.0 DEFAULT AND TERMINATION

10.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

10.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

10.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 10.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.



10.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

11.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 10. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

12.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

13.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

14.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions



of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

15.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

16.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

17.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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



Washington State Transportation Improvement Board
Grant Agreement

P-P-142(P03)-1

Approved as to Form
Attorney General

By:

Signature on file

Albert H. Wang
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name



CITY COUNCIL MEETING STAFF REPORT

Date: January 6, 2026

Agenda Section: ACTION ITEMS

From: Nova Heaton P.E., Public Works Director

Subject: Establishing a Revised Speed Limit for Second Street - PASS Resolution 1495

SUMMARY: The City Council is asked to consider the results of an Engineering and Traffic Investigation for Second Street, extending from City Limits to City Limits, and to take action regarding the posted speed limit. The investigation was conducted in compliance with RCW 46.61.415 and the Washington State Department of Transportation (WSDOT) Traffic Manual. Based on the findings, staff recommends reducing the posted speed limit on Second Street to better align with roadway context, pedestrian and bicycle activity, and downtown land use conditions.

BACKGROUND & ANALYSIS:

Second Street is a key east–west corridor within the City of Snohomish that serves mixed residential and commercial areas, including the historic downtown core. The roadway is approximately 1.3 miles in length and includes on-street parking, transit stops, access to Pilchuck Park and Averill Field, and a crossing of the Centennial Trail.

This evaluation was conducted in accordance with the City of Snohomish Speed Limit Evaluation Procedure, which establishes a consistent, lawful, and data-driven process for reviewing and revising posted speed limits on city-maintained roadways. The procedure is grounded in RCW 46.61.415, RCW 46.61.405, and guidance from the Washington State Department of Transportation (WSDOT) Traffic Manual. Under this procedure, speed limit changes are informed by an engineering and traffic investigation, land use context, crash history, pedestrian and bicycle activity, and professional engineering judgment.

An Engineering and Traffic Investigation for Second Street was completed between March and November 2025 by the Public Works Department. The investigation included speed studies to determine 85th percentile and pace speeds, a review of recent crash history, documentation of roadway geometry and surface conditions, and evaluation of surrounding land use and access points.

Key Findings

- The existing posted speed limit on Second Street is 30 mph.
- The measured 85th percentile speeds ranged from approximately 28.7 mph to 40.7 mph, with lower speeds observed within the downtown core and higher speeds at the eastern and western ends of the corridor.

- Average daily traffic volumes range from approximately 7,950 vehicles west of Avenue E to approximately 17,100 vehicles east of Avenue E.
- Crash data from 2019–2024 indicate that less than 10% of crashes west of Avenue E and less than 5% east of Avenue E were related to excessive speeding. One fatal crash occurred in 2024, with contributing factors including excessive speed, drug use, and alcohol impairment.
- Pedestrian and bicycle activity along Second Street is moderate to high due to adjacent businesses, transit facilities, parks, and trail connections.
- The roadway geometry, frequent access points, on-street parking, and mixed-use development are characteristic of a downtown corridor rather than a higher-speed arterial.

Consistent with the City’s Speed Limit Evaluation Procedure, the 85th percentile speed was considered alongside pace speed, crash severity, roadway context, and land use conditions. Although measured speeds alone do not mandate a reduction, the procedure allows for lowering a posted speed limit where pedestrian exposure, roadside activity, and downtown character warrant a more conservative operating speed. In this case, the corridor functions as a primary street through the historic downtown and central business district, where origins and destinations are within walking and bicycling distance.

RECOMMENDATION TO COUNCIL: Staff recommends reducing the posted speed limit to 25 mph on Second Street. A reduced speed limit would be consistent with the roadway’s function through the central business district and historic downtown, improve safety for all users, and reflect existing operating conditions.

FISCAL IMPACT: Installation of new signage on Second Street of approximately \$500 will be paid for out of Pedestrian and Traffic Operating Supplies within the Streets Fund.

SUGGESTED COUNCIL ACTION: Motion to PASS Resolution 1495 reducing the speed limit of Second Street within City limits to 25 mph as presented in the Engineering and Traffic Investigation.

REFERENCE(S): [November 18, 2025 Council Meeting](#)

COUNCIL GOAL(S): Public Safety, City Infrastructure

ATTACHMENT(S):

- Resolution 1495 Establishing Reduced Speed Limit on Second Street.pdf
- Second Street - Speed Limit Study.pdf
- Speed Limit Procedure.pdf

CITY OF SNOHOMISH
Snohomish, Washington

RESOLUTION 1495

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SNOHOMISH
ESTABLISHING A REDUCED SPEED LIMIT ON SECOND STREET**

WHEREAS, The City of Snohomish has authority under RCW 46.61.415 and RCW 46.61.405 to establish and revise speed limits on city streets within its jurisdiction; and

WHEREAS, Second Street is a city-maintained roadway extending from City Limits to City Limits and functions as a key east–west corridor serving mixed residential and commercial uses, including the historic downtown and central business district; and

WHEREAS, An Engineering and Traffic Investigation for Second Street was conducted by the City’s Public Works Department between March and November 2025 in compliance with RCW 46.61.415, the WSDOT Traffic Manual, and the City’s Speed Limit Evaluation Procedure; and

WHEREAS, While crash data does not indicate a pattern of speed-related collisions requiring immediate corrective action, the investigation found that the roadway’s downtown context, on-street parking, frequent access points, transit stops, and moderate to high pedestrian and bicycle activity support a lower posted speed limit to improve safety and consistency with corridor function; and

WHEREAS, The City Council finds that reducing the posted speed limit on Second Street is reasonable and safe under the conditions found to exist, and consistent with adopted City procedures and state law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOHOMISH:

1. The posted speed limit on Second Street, from City Limits to City Limits, is hereby established at *25 miles per hour* (or insert adopted speed), in accordance with RCW 46.61.415.
2. The Public Works Department is authorized and directed to install appropriate speed-limit signage in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and Washington State modifications.

3. The revised speed limit shall become effective when appropriate signs giving notice thereof are erected.
4. The City shall notify appropriate law enforcement agencies of the speed limit change and coordinate post-implementation monitoring in accordance with the City's Speed Limit Evaluation Procedure.

ADOPTED by the City Council of the City of Snohomish this 6th day of January, 2026.

City of Snohomish

By _____
Aaron Hoffman, Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
Melissa Collins, City Clerk

By _____
Emily Guildner, City Attorney



CITY OF SNOHOMISH – ENGINEERING AND TRAFFIC INVESTIGATION MEMO

(Complies with RCW 46.61.415 and WSDOT Traffic Manual Chapter 6)

To: Public Works Director, File

From: Nova Heaton, Public Works Director

Date: 11/8/2025

Subject: Engineering and Traffic Investigation for Second Street from City Limits to City Limits

Reference: RCW 46.61.415; WSDOT Traffic Manual M51-02 Ch. 6; MUTCD (WAC 468-95)

1. Purpose

To evaluate existing speed conditions and determine if the posted speed limit on Second Street between the City Limits is reasonable and safe under current roadway and traffic conditions.

2. Study Segment Information

Item	Description
Street Name	Second Street
Segment Limits	City Limits to City Limits
Functional Classification	(Arterial / Collector / Local)
Existing Posted Speed	30 mph
Study Date	March – Nov 2025

Item	Description
Investigator(s)	Nova Heaton, Yosh Monsaki
Length (mi)	1.3 miles
ADT (if available)	Average daily traffic volume west of Avenue E was approximately 7,950 in 2022. Average daily traffic volume east of Avenue E was approximately 17,100 in 2022.

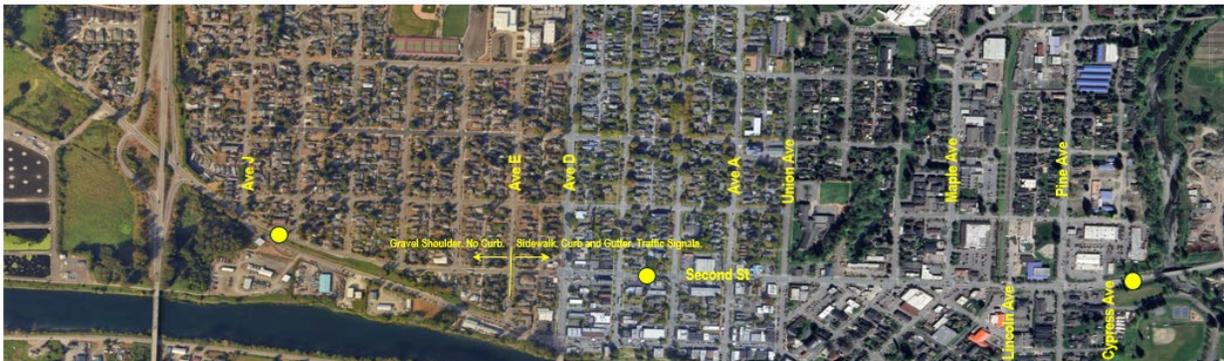
3. Field Data Summary

Parameter	Observation / Data
85th Percentile Speed	See table below
Average Speed	See table below
Pace Speed Range	See table below
% Vehicles in Pace	See table below
Posted Speed Difference (85th – Posted)	See table below 5.7 MPH high -1.3 MPH low
Roadway Width / Lanes	11.5 feet
Shoulder Width	Varies with parking
Sight Distance (Adequate / Limited)	Adequate

Parameter	Observation / Data
Alignment	(Straight / Curved / Rolling / Steep Grade) Mostly straight with slight curves and minor hills
Surface Condition	Fair
Land Use Context	(Residential / Business / Mixed / Rural)
Pedestrian & Bicycle Activity	(Low / Moderate / High) Moderate to High
On-Street Parking	(Yes / No) Yes
Driveway Density (per mi)	Lower in town, but increases to the west.
Crash History (3 yrs)	Zero fatalities between 2019 and 2023. One crash involved a bicyclist in 2020 at Lincoln Avenue. Motorist disregarded the traffic signal. One crash involved a pedestrian in 2022 at Avenue B. Circumstance not identified in crash data. There was one fatal crash on Second Street at Maple Avenue in 2024 due to excessive speeding.
Schools / Parks / Transit Stops Nearby	Transit stops are present along this route. Pilchuck Park is adjacent. Averill Field is within a block, and the Centennial Trail crosses Second Street at Lincoln.

Location	50th Percentile (mph)	85th Percentile (mph)	Mean (Average) Speed (mph)	10 mph Pace	Percent in Pace
2nd St West of Ave I (Eastbound)	31.9	35.7	32.0	27.2 - 37.2	84.1

2nd St West of Ave I (Westbound)	32.7	36.7	32.7	27.7 - 37.7	81.1
2nd St East of Ave C (Eastbound)	24.2	28.7	23.7	19.6 - 29.6	69.1
2nd St East of Ave C (Westbound)	26.5	30.2	26.3	21.6 - 31.6	80.9
2nd St East of Cypress Ave (Eastbound)	36.7	40.7	36.8	31.9 - 41.9	80.8
2nd St East of Cypress Ave (Westbound)	34.1	38.4	34.0	29.4 - 39.4	76.7



4. Analysis

Summarize key findings:

- The measured 85th percentile speed is 40.7 to 28.7 mph, which is similar to the current posted speed of 35 MPH.
- Crash data show [describe trend: e.g., no recent serious injuries; 40 % speed-related].

	West of Avenue E (Incl. Avenue E)	East of Avenue E
--	--	-------------------------

Year	Crash Total	Crash	Excessive Speeding	Crash	Excessive Speeding
2019	25	3	0	22	0
2020	16	1	0	15	0
2021	28	5	1	23	1
2022	17	1	0	16	1
2023	24	3	0	21	2
2024	21	2	0	19	1
Totals	131	13	1	118	5

- Based on the above crash data less than 10% west of Ave E and less than 5% east of Ave E of crash totals over the last 6 years were due to excessive speeding. In 2024 one fatality occurred. Drug, alcohol impairment, and excessive speed were all contributing factors to this fatal accident. Accident data does not indicate a recommended change.
- Roadway geometry and land use suggest a [residential / commercial / mixed-use] context.
 - The mix of commercial and residential use of this roadway segment with a high number of roadway connections supports a lower speed limit.
- Observed pedestrian and bicycle activity [supports / does not support] lower operating speeds.
 - The high number of pedestrians and cyclists on this corridor due to transit facilities, business access, and parking supports a lower speed limit.

Reference applicable standards:

- WSDOT Traffic Manual M51-02, Ch. 6, recommends considering geometric, roadside, and human factors alongside the 85th percentile.
- RCW 46.61.415 allows alteration of limits based on such engineering and traffic investigation.

5. Recommendation



Procedure: Speed Limit Evaluation

Purpose

To establish a consistent, lawful, and data-driven process for evaluating, setting, or revising posted speed limits on city streets in the City of Snohomish, in accordance with RCW 46.61.415, RCW 46.61.405, and applicable guidance (e.g., Washington State Department of Transportation Traffic Manual) so that posted speeds are “reasonable and safe under the conditions found to exist.”

Scope

This procedure applies to all city-maintained roadways and any portion of roadway within the city limits for which the City has authority to set or revise speed limits. It addresses initial speed-limit setting, periodic review, and revisions due to changed roadway conditions, land use, or safety performance.

Definitions

- *Engineering and traffic investigation* – the data collection and analysis (e.g., speed studies, crash history, roadway geometry) required by statute prior to establishing or altering a speed limit.
- *85th percentile speed* – the speed at or below which 85% of vehicles travel under free-flow conditions.
- *Pace speed* – the speed range (often a 10 mph band) in which the greatest number of vehicles travel.
- *Arterial street* – as defined by the City’s transportation classification system.
- *Non-arterial highway or street* – any city street not classified as an arterial (local residential, business district, collector, etc.).

Responsibility

- The City’s Engineering Division shall lead investigations and make findings.
- The Public Works Director or designee shall review and approve proposed changes.
- The City Council shall adopt ordinances or resolutions setting new speed limits when required.
- The Streets Department Staff shall notify appropriate law enforcement and erect signs when a change is effective.

Procedure Steps

1. Identification of Need for Evaluation

A speed limit evaluation shall be initiated when any of the following occur:

- Law enforcement agency, Mayor, or Council requests a review.
- A roadway segment has undergone *significant change* in roadway geometry, adjacent land use, or traffic volumes.
- Crash data indicates an increase in speed-related collisions, serious injuries, or fatalities on the segment.
- New development, traffic patterns, or other factors change the context of the roadway (e.g., pedestrian activity, transit stops, traffic volumes).

2. Conduct Engineering and Traffic Investigation

For any segment proposed for a speed limit change (other than certain non-arterials under 20 mph, see section 3), the following investigation shall be completed:

- Measure free-flow vehicle speeds (speed study) under normal conditions (dry weather, typical traffic flow). Determine the 85th percentile speed and pace speed.
- Collect crash history for the most recent 12–36 months (or as available) on the segment, focusing on speed-related or severity of outcomes.
- Document roadway characteristics: surface condition, shoulder width, grade, horizontal/vertical alignment, sight distance, presence of curves, roadside hazards, presence of pedestrians/cyclists.
- Document land use context: residential/business district, pedestrian/cyclist activity, on-street parking, transit stops.
- Evaluate spot conditions: intersections, driveways, schools, transit, pedestrian crossings, and any other specific hazards.
- Compare the measured speeds and conditions to target or recommended speeds for that environment as recommended by MRSC guidance.
 - A 20-mph target for non-arterials, especially in residential or business districts;
 - A 25-mph or less target for arterials that are not limited access in town centers where origins and destinations are within a walking (one mile) or biking (three mile) distance;
 - A 30-45 mph target on rural roads where there are no median barriers and head-on collisions are possible.
- Produce a written summary of findings including recommendation for either maintaining the current posted speed or changing it (increase or decrease) with justification.

3. Special Provision for Non-Arterial Streets (20 mph limit)

In accordance with RCW 46.61.415(3)(a)-(b), the City may establish a maximum speed limit of **20 mph** on a non-arterial highway (or part thereof) within a residential or business district without conducting full engineering and traffic investigation through the adopted shared road procedure.

4. Review and Approval Process

- The Engineering Division submits the investigation memo and recommendation to the Public Works Director.
- If the recommendation is to change the posted speed, the Director forwards it to the City Council for an ordinance/resolution adopting the new speed.
- The City posts 14-day public notice of the proposed change and solicits public comment.
- After adoption, the City coordinates with law enforcement, updates signage, and installs any required infrastructure (e.g., speed-limit signs) to make the new limit effective.
- The effective date is when “appropriate signs giving notice thereof are erected.”

5. Documentation and Record Keeping

- Maintain a Speed Limit Evaluation Log with date of initiation, street segment, classification (arterial/non-arterial), 85th percentile speed, recommendation, adoption date, effective date, and any subsequent review notes.
- Archive the investigation memo, speed study data, crash history, recommendation, public comment summary (if applicable), and adoption ordinance.
- Provide summary to City Council of all speed-limit changes and any associated crash or speed-trend data with the Local Road Safety Plan Review.

6. Periodic Review

- When roadway/land-use changes significantly, reevaluate posted speeds on city-maintained segments.
- Monitor speed-related crash trends and outlier roadway segments and flag for reevaluation if performance degrades.
- Document any segments that have been subject to “significant change in roadway characteristics or surrounding land use” and schedule review accordingly.

7. Key Decision Criteria

When deciding whether to maintain or change a posted speed limit, the following factors shall be weighed:

- Measured 85th percentile speed (often the starting point of investigation).
- Pace speed and how tightly vehicles cluster around a speed.

- Crash history and severity (e.g., fatal or serious injury crashes) and whether speed is a contributory factor.
- Roadway geometry, condition, sight distance, alignment, shoulder, roadside hazards.
- Land use context: pedestrian/bicycle activity, transit stops, business/residential frontage, on-street parking.
- Posted speed value must be in multiples of 5 mph.
- The limit must be reasonable and safe under the existing conditions, and consistent with state law maximums (for local authorities: cannot exceed 60 mph per RCW 46.61.415(1)(b) for local jurisdictions).

Note: Changing a Posted Speed Limit *downward* may be appropriate even if the 85th percentile speed is higher, if conditions (e.g., increased pedestrian exposure, roadside hazards) warrant. Engineering judgement must be documented.

8. Public Notification and Signage

- Once the City Council or other approving body adopts the new speed limit, the Transportation Division shall coordinate the installation of traffic control signs (e.g., R2-1 Speed Limit signs) in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and Washington modifications (WAC 468-95-045).
- Effective date: the new speed limit becomes effective when signs are erected and any required notification to law enforcement or the public is complete.
- If variable or time-based limits are used (e.g., school zone, weather), ensure signage indicates when the limit applies.

9. Enforcement Coordination

- The City shall provide law enforcement with notice of the speed limit change.
- The City shall coordinate and collaborate with law enforcement for post-implementation monitoring.

10. Post-Implementation Monitoring

- Within 12 months of the speed limit change, the Engineering Division shall review observed speeds, crash data (if available), and community feedback to assess whether the posted limit is functioning as intended.
- If speeds remain significantly above the posted limit, or crash trends worsen, the segment shall be flagged for follow-up evaluation (e.g., speed management measures, additional engineering).
- Provide a summary of results to the City Council as part of the Local Road Safety Plan report.



CITY COUNCIL MEETING STAFF REPORT

Date: January 6, 2026

Agenda Section: ACTION ITEMS

From: Aaron Hoffman, Mayor

Subject: CONFIRM Mayor's Appointment of Ken Klein as City Administrator

SUMMARY:

Mayor Aaron Hoffman requests City Council confirmation of the appointment of **Ken Klein** as City Administrator pursuant to **Snohomish Municipal Code Chapter 2.37**, and authorization for the Mayor to execute the Employment Contract.

This appointment includes a proposed organizational restructuring that eliminates the Public Works Director position. When considered together, the appointment and restructuring result in a **net reduction in total payroll and benefit costs**, while strengthening executive oversight and operational efficiency.

BACKGROUND & ANALYSIS: BACKGROUND

The City Administrator serves as the City's chief administrative officer, responsible for overseeing daily operations and implementing policy direction from the Mayor and City Council.

Ken Klein brings extensive senior executive experience in public sector management. Most recently, he served as **Executive Director for Snohomish County**, overseeing approximately **1,100 employees** and an operating budget of **\$650 million**. His responsibilities included executive oversight of Public Works, Finance, Human Resources, Planning and Development Services, Information Technology, and other core departments.

Mr. Klein has led large capital projects, managed complex budgets, negotiated labor agreements, and implemented organization-wide efficiency and continuous improvement initiatives. He has also served as an elected **Snohomish County Councilmember**, providing direct experience working in a legislative and policy-driven environment.

ANALYSIS

The Contract's benefits, conditions of employment, and terms are generally consistent with City Administrator contracts found in other jurisdictions around the state. The proposed base salary of

\$253,128 reflects Mr. Klein’s unique dual-role capacity. By leveraging his executive experience to absorb the Public Works Director’s duties, the City achieves a higher level of specialized oversight while realizing a net budgetary benefit.

The City’s legal counsel has reviewed the employment agreement. Upon Council approval, all parties are prepared to execute the Contract, provided in **Attachment D**, effective **January 16, 2026**.

Organizational Structure and Efficiency

With Mr. Klein’s qualifications and background, the Mayor is proposing the elimination of the **Public Works Director** position, currently compensated at approximately **\$205,000 annually**.

Under the revised structure, the City Administrator will directly supervise the Utility Manager, City Engineer, and Operations Manager. This removes a redundant management layer, streamlining the approval process for critical infrastructure projects.

The Mayor recognizes that the Public Works Director position supported operational functions within the City under the previous administration. With a change in leadership, consolidating executive oversight within the City Administrator role will strengthen accountability, improve cross-department coordination, and better align operational leadership with the City’s fiscal and service delivery goals.

A formal six-month review will be conducted to assess performance metrics, workload distribution, and any future staffing needs. If additional support is determined to be necessary following that evaluation, the Mayor may return to Council with a proposal for **non-director-level staffing**, such as a manager-level position focused on administrative or payroll-related support. Even with such an adjustment, overall costs would remain **significantly below the current organizational structure**.

RECOMMENDATION TO COUNCIL:

Mr. Klein’s background and experience clearly match and exceed the requirements of the City Administrator position, which serves as the executive and liaison officer for the City. This role requires directing the administration of City government functions and services and providing leadership in the long- and short-term goals of the City as established by the Mayor and City Council—responsibilities Mr. Klein has the breadth of experience to fulfill.

FISCAL IMPACT:

In summary, the proposed City Administrator compensation presented is totaling **\$253,128 for 2026 including benefits**. Projected costs for **2027–2029 will be included in the upcoming budget process**. The proposed organizational change results in an **estimated net reduction in salary and benefit expenses of approximately \$170,000 annually**.

SUGGESTED COUNCIL ACTION:

That the City Council **CONFIRM** the appointment of Ken Klein as City Administrator and **AUTHORIZE**

the Mayor to execute the Employment Contract between the City and Mr. Klein as City Administrator.

REFERENCE(S): TBD

ATTACHMENT(S):

Attachment A Klein Resume

Attachment B 2025 AWC Salary Survey_City Administrators.pdf

Attachment C 2026 Non-Rep Salary Table 2% COLA.pdf

Attachment D Snohomish City Administrator Contract FINAL DRAFT Klein Ken.pdf

KEN KLEIN

Executive Financial and Operational Leader

Expert in Private and Public Organizational Success

Dynamic and results-driven professional boasting an accomplished track record of leading government and private organizations to efficiently and effectively achieve goals. Determined to establish sound policies and procedures, lead consistent resident and employee satisfaction, preserve brand integrity, promote organizational vision, and connect with diverse audiences. Gifted communicator building sustainable relationships with coworkers, government officials and the public. Intuitive business acumen applying an analytical mindset to identify equitable opportunities and lead teams to achieve positive change.

CORE PROFICIENCIES

Project Management & Execution | Continuous Improvement | Financial Operations & Budget | Strategic Planning
Operational & Performance Management | Equity Leadership | Organizational Change & Development

PROFESSIONAL EXPERIENCE

Snohomish County, Everett, WA

2014 to Present

EXECUTIVE DIRECTOR

- Oversight responsibility for 9 direct reports consisting of the department directors of Public Works, Planning & Development Services, Finance, Facilities & Fleet, Human Resources, Information Technology, Operational Excellence, Office of Public Defense and Public Records with a combined total of 1,100 employees and operating budget of \$650M.
- Serve as the Executive's lead financial officer responsible for guiding financial policy and safeguarding county assets.
- Direct the development of the biennial (formerly annual) operating and capital budgets.
- Direct daily operations to achieve organizational goals while supporting the overall vision, allocating resources, delegating responsibilities, and developing and implementing policies and procedures to promote the organization's mission.
- Maintain productivity expectations by establishing key performance indicators and inspiring employees to peak productivity through cultivation of a positive, collaborative and accountable work environment.
- Established standardized policies and practices for all central service departments leading to increased employee performance and satisfaction.
- Organize and analyze metrics to develop strategic insights and evaluate overall performance towards organizational goals.
- Execute and manage organization's documents, overseeing contracts and instruments, negotiating agreements with governmental, non profit and for profit businesses, issuing directives, and preparing reports.
- Liaise with external stakeholders, representing the Executive at public hearings and community events, reinforcing the Executive's policies, goals, programs, and actions.
- Responsible official for all governmental financial and performance audits. Direct the development of audit responses and attend entrance and exit interviews representing the County's position.
- Analyzed property holdings using development financial risk model to determine whether to hold, improve or divest to maximize county ROI.
- Member of the Executive's Executive Leadership Team, providing recommendations on all Executive initiatives, policies and directives.
- Direct negotiations with labor groups by establishing a positive working relationship, setting clear expectations and developing competitive pay structures while keeping within the long term financial resources of the organization.
- Partner with community leaders to achieve mutual goals, building relationships with elected officials, departmental heads, associations, subordinates, and the public to facilitate discussion and cultivate a collaborative policy development environment.
- Build strong cross-functional relationships across the organization to maximize efficiencies and foster increased transparency
- Mitigate risks by proactively assessing economical, political, and social impacts of administrative policies and actions, developing countermeasures to address those risks.

Continued...

Noted Accomplishments:

- Led \$74M Courthouse Construction project end-to-end, establishing scope, advocating for approval, developing plans, and managing implementation while overcoming political, logistical, and budgetary obstacles.
- Initiated and managed the consolidation of four county divisions and programs into one department called the Department of Conservation and Natural Resources. The new department brought together the Parks, Recreation and Tourism department with the Surface Water Management Division, Agricultural Program and the Office of Energy and Sustainability. County is seeing a higher rate of state and federal grant request success as the County has focused on land conservation and habitat preservation.
- Championed positive change, directing the first continuous improvement team assigned to eliminate waste, create measurable key performance indicators, maximize employee productivity and joy while increasing efficiency and minimizing costs, resulting in 68,640 hours and \$3.3M saved annually.
- Leading the County's effort to bring on a modern ERP system to standardize workflow and insure compliance with financial, accounting and HR best practices.
- Spearheaded county response to COVID-19 pandemic, providing budgetary and operational planning and oversight to efficiently allocate \$303M in direct funding from the federal government towards county needs.
- Led the negotiations for the sale of a large county owned property for \$40.3 million utilized for long overdue capital improvements.
- Lead the negotiations for franchise agreements with utility agencies.
- Brought the first public-private partnership airport terminal in the nation to Snohomish County
- Directed county development of the 10 year County Growth Management Comprehensive Plan preparing for the future 424,000 residents and 225,000 jobs by 2050.

Compass Group, Redmond, WA

2011 to 2013

OPERATIONS MANAGER

- Oversight responsibility for customer service, inventory control and distribution services. Directed the daily work of 70 employees serving the Microsoft Corporate Campus.
- Curated high-performance team by overseeing staff management, recruiting and hiring qualified staff, overseeing training and development activities, preparing schedules and assigning tasks based on employee strengths, and mentoring, coaching, and enacting disciplinary actions according to policy.
- Adhered to quality expectations for customer service, assessing current policies and procedures to identify opportunities, preparing and implementing action plans to resolve inefficiencies and problems.
- Built a work environment promoting employee safety, health and joy; writing and enforcing standards and procedures that adhere to legal regulations.
- Maximize resource use, analyzing inventory, assessing efficiency of use, and minimizing storage while maintaining supplies to support daily operations.
- Enhanced customer experiences, serving as point-person to resolve customer issues, communicate issues to operational teams, and devise and implement solutions to resolve problems and complaints.

Additional Experience:

- **DISTRICT ACCOUNTING MANAGER | Compass Group, 2008 to 2011;** Create and submit annual budgets for two business units. Upheld financial solvency and guided financial decisions, managing general accounting including accounts payable, accounts receivable, general ledger, and taxes. Adhered to regulatory requirements and industry standards while overseeing financial functions and producing required financial reports and statements.
- **CONTROLLER | Rodeo Construction, 2005 to 2008;** Create and propose annual budget, provide information on organizational performance, collecting, interpreting, and reporting on financial performance trends. Aligned with established budgets, scheduling expenditures, analyzing variances, and initiating corrective actions to make informed financial decisions.
- **COUNCILMEMBER | Snohomish County, 2014 to 2016;** Evaluated County standing and convened stakeholders to understand and address community needs through introduction of new legislation and policies. Enacted organizational vision and mission,

developing a strategic growth comprehensive plan and prioritizing policies to efficiently meet the most urgent county needs first. Resolved community concerns, responding to constituent requests and collaborating with the Executive and Judicial branches to troubleshoot and solve issues.

EDUCATION

Bachelor of Business Administration and Finance, Western Washington University

Organization	Population	Job title	Minimum salary	Maximum salary	Flat rate
City of Aberdeen	17200	City Administrator	\$12,433	\$15,113	
City of Airway Heights	12120	City Manager	\$10,930	\$13,051	
City of Algona	3335	City Administrator			\$9,186.67
City of Algona	3335	City Administrator			\$9,646.92
City of Arlington	23080	City Administrator	\$17,225	\$22,054	
City of Auburn	90320	Chief Administrative Officer			\$21,537
City of Bainbridge Island	25530	City Manager			\$19,474
City of Battle Ground	22790	City Manager			\$17,916.67
City of Bellevue	158000	City Mgr			\$28,750
City of Bingen	780	City Administrator	\$6,958.68	\$10,588.46	
City of Black Diamond	7435	City Administrator	\$14,347	\$17,439	
City of Blaine	6585	City Manager			\$16,150
City of Bonney Lake	23450	City Administrator	\$15,492	\$19,373	
City of Bothell	51760	City Manager			\$23,827.61
City of Buckley	5785	City Administrator	\$13,341	\$16,261	
City of Burien	53320	City Manager			\$19,397
City of Burlington	10910	CITY ADMINISTRATOR	\$15,387.08	\$19,689.64	
City of Camas	27970	City Administrator	\$15,411	\$19,500	
City of Carnation	2320	City Manager			\$14,250.00
City of Centralia	18730	City Manager			\$14,624
City of Chehalis	7515	City Manager			\$14,166
City of Chelan	4630	City Administrator	\$12,792	\$15,549	
City of Cheney	13180	City Administrator	\$11,573	\$13,496	
City of Chewelah	2675	City Administrator			\$11,250.00
City of Cle Elum	2300	City Administrator	\$10,333	\$12,560	
City of Clyde Hill	3095	City Administrator	\$12,448	\$18,967	
City of Colfax	2790	City Administrator/Public Works Director	\$7,722	\$10,160	
City of College Place	10050	City Administrator			\$14,417
City of Connell	5180	City Administrator			\$11,604.67
City of Covington	22160	City Manager			\$24,948.59
City of Davenport	1720	City Administrator	\$5,917.60	\$9,103.46	
City of Des Moines	33540	Assistant City Manager	\$14,834.24	\$18,031.52	
City of Des Moines	33540	City Manager	\$18,214.83	\$23,063.25	
City of DuPont	10190	City Administrator	\$14,176.97	\$16,435.00	
City of Duvall	8810	City Administrator	\$14,581	\$17,931	
City of Edgewood	14120	Asst. City Administrator	\$12,701	\$15,247	
City of Ellensburg	21260	City Manager	\$14,726	\$16,660	
City of Enumclaw	13400	City Administrator	\$14,286	\$17,570	
City of Ephrata	8915	City Administrator			\$13,560.00
City of Federal Way	102900	City Administrator	\$16,585	\$21,004	
City of Ferndale	17020	City Administrator			\$14,433
City of Fife	11300	City Manager			\$19,721.59
City of Fircrest	7240	City Manager	\$12,831	\$16,912	
City of Gig Harbor	13110	City Administrator	\$17,646.67	\$22,074.95	
City of Goldendale	3500	City Administrator	\$10,052.36	\$12,734.03	
City of Grandview	11950	City Administrator	\$8,922	\$13,388	
City of Granite Falls	4775	City Manager			\$16,580.15
City of Hoquiam	8810	City Administrator	\$14,853	\$18,054	
City of Ilwaco	1100	City Administrator	\$5,659.50	\$8,083.75	
City of Issaquah	41560	City Administrator	\$17,914.50	\$23,574.26	
City of Kalama	3165	City Administrator			\$11,565.27
City of Kelso	12850	City Manager	\$12,700	\$15,450	
City of Kenmore	24520	City Manager			

City of Kennewick	87790	City Manager			\$19,742
City of Kent	140100	Chief Administrative Officer	\$15,532	\$22,367	
City of Kirkland	97850	City Manager			\$25,590.06
City of Kittitas	1445	City Administrator			\$9,433.16
City of Lacey	60380	City Manager	\$18,375.00	\$23,521.52	
City of Lake Forest Park	13700	City Administrator			\$18,579.10
City of Lake Stevens	42180	City Administrator			\$20,770.37
City of Lakewood	64670	City Manager			\$20,833.34
City of Leavenworth	2615	City Administrator	\$13,015	\$15,999	
City of Leavenworth	2615	City Administrator	\$13,015	\$15,999	
City of Liberty Lake	14110	City Administrator	\$13,480.78	\$16,110.78	
City of Longview	38310	Assistant City Manager	\$12,474	\$16,717	
City of Longview	38310	City Manager	\$14,441	\$19,353	
City of Lynden	16840	City Administrator	\$12,451.00	\$16,245.73	
City of Lynnwood	42540	Assistant City Administrator	\$14,525.33	\$18,699.20	
City of Maple Valley	29340	City Manager			\$22,155
City of Marysville	75640	City Administrator	\$18,336	\$23,002	
City of McCleary	2085	City Administrator			\$9,800
City of Medina	2915	City Manager	\$12,890	\$17,266	
City of Mercer Island	25850	Chief of Administration	\$15,023.42	\$19,009.55	
City of Mercer Island	25850	City Manager			\$21,916.67
City of Mill Creek	21630	Deputy City Manager	\$13,598	\$17,894	
City of Mill Creek	21630	City Manager			\$18,500
City of Monroe	20960	City Administrator	\$14,610	\$19,407	
City of Moses Lake	27530	City Manager			\$21,208.33
City of Mukilteo	21600	City Administrator	\$15,252.86	\$18,539.94	
City of Newcastle	13880	City Manager	\$15,603.81	\$17,443.08	
City of Newport	2155	City Administrator	\$8,948	\$10,108	
City of Normandy Park	6855	City Manager			\$15,748
City of North Bend	8590	City Administrator	\$14,857	\$18,421	
City of Oak Harbor	24820	City Administrator	\$12,733	\$16,934	
City of Olympia	57970	Assistant City Manager	\$14,186	\$21,279	
City of Olympia	57970	City Manager	\$14,186	\$21,279	
City of Omak	4985	City Administrator	\$9,628.49	\$10,941.47	
City of Orting	9125	City Administrator	\$14,161.11	\$15,938.46	
City of Othello	9210	City Administrator			\$14,873.13
City of Pacific	7280	City Administrator	\$13,241	\$16,930	
City of Palouse	1060	City Administrator			\$5,109
City of Pasco	82990	City Manager			\$19,750
City of Port Angeles	20440	City Manager			\$16,759
City of Port Townsend	10580	City Manager	\$12,557.92	\$19,227.88	
City of Poulsbo	13110	City Administrator	\$16,416	\$19,031	
City of Prosser	6650	City Administrator	\$9,920.47	\$9,920.47	
City of Pullman	34380	City Administrator	\$11,814	\$14,360	
City of Puyallup	43730	City Manager			\$20,456.00
City of Richland	64930	City Manager			\$19,166.67
City of Ridgefield	16290	City Manager			\$22,663
City of Sammamish	68480	City Manager			\$22,666.67
City of SeaTac	32990	City Manager			\$22,666.67
City of Sedro-Woolley	13360	City Administrator	\$14,021.83	\$16,669.25	
City of Selah	8655	City Administrator			\$11,825
City of Sequim	8410	City Manager	\$12,843.00	\$17,622.08	
City of Shelton	10410	City Manager	\$11,134.00	\$14,942.00	
City of Shoreline	63740	City Manager			\$23,138

City of Snohomish	10500	City Administrator	\$14,819	\$19,139	
City of Snoqualmie	14550	City Administrator			\$19,630.89
City of South Bend	1735	City Supervisor			\$7,470.52
City of Spokane	234700	City Administrator			\$15,947.10
City of Spokane Valley	110200	City Manager			\$20,980.47
City of Stanwood	8950	City Administrator	\$15,416	\$17,413	
City of Stevenson	1600	City Administrator			\$10,625.00
City of Sultan	7405	City Administrator	\$13,167	\$15,413	
City of Sumner	11080	City Administrator			\$19,641.50
City of Tacoma	228400	City Manager	\$25,797.20	\$31,375.07	
City of Tukwila	22960	City Administrator			\$20,375
City of Tumwater	27680		\$11,514	\$15,429	
City of Tumwater	27680	City Administrator	\$14,695	\$19,692	
City of Union Gap	6670	City Manager			\$13,229.00
City of University Place	36140	City Manager			\$20,608
City of Walla Walla	34850	City Manager			\$17,890.75
City of Warden	2765	City Administrator/Clerk-Treasurer			\$9,399
City of Washougal	18360	City Manager			\$17,992.60
City of Wenatchee	36170	City Administrator	\$12,905.00	\$15,835.50	
City of Woodinville	14060	City Manager			\$20,272
City of Yakima	100000	Assistant City Manager	\$14,055.33	\$17,939.66	
City of Yakima	100000	City Manager	\$17,924.06	\$17,924.06	
City of Yelm	11130	City Administrator	\$14,540.63	\$17,362.93	
City of Zillah	3225	City Administrator			\$10,974.18
Town of Creston	220	Clerk			\$3,500
Town of Eatonville	2930	Town Administrator	\$11,255	\$13,477	
Town of Friday Harbor	2745	Town Administrator			
Town of La Conner	1000	Administrator/Town Attorney			\$10,833.33
Town of Naches	1150	Administrator			\$9,584
Town of Steilacoom	6860	Town Administrator	\$15,173.38	\$17,750.67	
Town of Woodway	1345	Town Administrator			\$8,159

*NON-REPRESENTED

PAY GRADE	STEP 1	STEP 1	STEP 2	STEP 2	STEP 3	STEP 3	STEP 4	STEP 4	STEP 5	STEP 5	STEP 6	STEP 6	
	Annually	Monthly	Annually	Monthly									
100	68,136	5,678	71,724	5,977	75,492	6,291	79,452	6,621	83,628	6,969	88,008	7,334	Admin Asst.
Longevity Pay													
5-9 Years 1%	68,820	5,735	72,444	6,037	76,248	6,354	80,244	6,687	84,468	7,039	88,884	7,407	
10-14 Years 2%	69,504	5,792	73,164	6,097	77,004	6,417	81,036	6,753	85,296	7,108	89,772	7,481	
15-19 Years 3%	70,176	5,848	73,872	6,156	77,760	6,480	81,840	6,820	86,136	7,178	90,648	7,554	
20-24 Years 4%	70,860	5,905	74,592	6,216	78,516	6,543	82,632	6,886	86,976	7,248	91,524	7,627	
25+ Years 5%	71,544	5,962	75,312	6,276	79,272	6,606	83,424	6,952	87,804	7,317	92,412	7,701	
200	76,608	6,384	80,640	6,720	84,876	7,073	89,328	7,444	94,020	7,835.00	98,952	8,246	Economic Development & Outreach Coordinator, Community Service Program Specialist, HR Specialist
Longevity Pay													
5-9 Years 1%	77,376	6,448	81,444	6,787	85,728	7,144	90,216	7,518	94,956	7,913	99,936	8,328	
10-14 Years 2%	78,144	6,512	82,248	6,854	86,568	7,214	91,116	7,593	95,904	7,992	100,932	8,411	
15-19 Years 3%	78,912	6,576	83,064	6,922	87,420	7,285	92,004	7,667	96,840	8,070	101,916	8,493	
20-24 Years 4%	79,668	6,639	83,868	6,989	88,272	7,356	92,904	7,742	97,776	8,148	102,912	8,576	
25+ Years 5%	80,436	6,703	84,672	7,056	89,124	7,427	93,792	7,816	98,724	8,227	103,896	8,658	
300	81,816	6,818	86,112	7,176	90,624	7,552	95,388	7,949	100,392	8,366	105,660	8,805	Information Services Specialist, Community Navigator
Longevity Pay													
5-9 Years 1%	82,632	6,886	86,976	7,248	91,536	7,628	96,336	8,028	101,400	8,450	106,716	8,893	
10-14 Years 2%	83,448	6,954	87,840	7,320	92,436	7,703	97,296	8,108	102,396	8,533	107,772	8,981	
15-19 Years 3%	84,276	7,023	88,692	7,391	93,348	7,779	98,244	8,187	103,404	8,617	108,828	9,069	
20-24 Years 4%	85,092	7,091	89,556	7,463	94,248	7,854	99,204	8,267	104,412	8,701	109,884	9,157	
25+ Years 5%	85,908	7,159	90,420	7,535	95,160	7,930	100,152	8,346	105,408	8,784	110,940	9,245	
400	99,708	8,309	104,964	8,747	110,472	9,206	116,268	9,689	122,364	10,197	128,772	10,731	City Clerk
Longevity Pay													
5-9 Years 1%	100,704	8,392	106,008	8,834	111,576	9,298	117,432	9,786	123,588	10,299	130,056	10,838	
10-14 Years 2%	101,700	8,475	107,064	8,922	112,680	9,390	118,596	9,883	124,812	10,401	131,352	10,946	
15-19 Years 3%	102,696	8,558	108,108	9,009	113,784	9,482	119,760	9,980	126,036	10,503	132,636	11,053	
20-24 Years 4%	103,692	8,641	109,164	9,097	114,888	9,574	120,924	10,077	127,260	10,605	133,920	11,160	
25+ Years 5%	104,688	8,724	110,208	9,184	115,992	9,666	122,076	10,173	128,484	10,707	135,216	11,268	
500	101,904	8,492	107,256	8,938	112,884	9,407	118,824	9,902	125,052	10,421	131,616	10,968	Project Manager
Longevity Pay													
5-9 Years 1%	102,924	8,577	108,324	9,027	114,012	9,501	120,012	10,001	126,300	10,525	132,936	11,078	
10-14 Years 2%	103,944	8,662	109,404	9,117	115,140	9,595	121,200	10,100	127,548	10,629	134,244	11,187	
15-19 Years 3%	104,964	8,747	110,472	9,206	116,268	9,689	122,388	10,199	128,808	10,734	135,564	11,297	
20-24 Years 4%	105,984	8,832	111,552	9,296	117,396	9,783	123,576	10,298	130,056	10,838	136,884	11,407	
25+ Years 5%	107,004	8,917	112,620	9,385	118,524	9,877	124,764	10,397	131,304	10,942	138,192	11,516	
600	104,928	8,744	110,436	9,203	116,244	9,687	122,340	10,195	128,760	10,730	135,528	11,294	HR Manager, Econ Devel. And Communications Manager, Utilities Manager, PW Operations Manager, Accounting Supervisor
Longevity Pay													
5-9 Years 1%	105,972	8,831	111,540	9,295	117,408	9,784	123,564	10,297	130,044	10,837	136,884	11,407	
10-14 Years 2%	107,028	8,919	112,644	9,387	118,572	9,881	124,788	10,399	131,340	10,945	138,240	11,520	
15-19 Years 3%	108,072	9,006	113,748	9,479	119,736	9,978	126,012	10,501	132,624	11,052	139,596	11,633	
20-24 Years 4%	109,128	9,094	114,852	9,571	120,888	10,074	127,236	10,603	133,908	11,159	140,952	11,746	
25+ Years 5%	110,172	9,181	115,956	9,663	122,052	10,171	128,460	10,705	135,204	11,267	142,308	11,859	
610	120,444	10,037	126,768	10,564	133,416	11,118	140,412	11,701	147,804	12,317	155,544	12,962	Information Services Manager
Longevity Pay													

PAY GRADE	STEP 1	STEP 1	STEP 2	STEP 2	STEP 3	STEP 3	STEP 4	STEP 4	STEP 5	STEP 5	STEP 6	STEP 6	
	Annually	Monthly											
5-9 Years 1%	121,644	10,137	128,040	10,670	134,748	11,229	141,816	11,818	149,280	12,440	157,104	13,092	
10-14 Years 2%	122,856	10,238	129,300	10,775	136,080	11,340	143,220	11,935	150,756	12,563	158,652	13,221	
15-19 Years 3%	124,056	10,338	130,572	10,881	137,424	11,452	144,624	12,052	152,244	12,687	160,212	13,351	
20-24 Years 4%	125,256	10,438	131,844	10,987	138,756	11,563	146,028	12,169	153,720	12,810	161,760	13,480	
25+ Years 5%	126,468	10,539	133,104	11,092	140,088	11,674	147,432	12,286	155,196	12,933	163,320	13,610	
700	137,472	11,456	144,672	12,056	152,280	12,690	160,272	13,356	168,684	14,057	177,528	14,794	City Engineer
Longevity Pay													
5-9 Years 1%	138,852	11,571	146,124	12,177	153,804	12,817	161,880	13,490	170,376	14,198	179,304	14,942	
10-14 Years 2%	140,220	11,685	147,564	12,297	155,328	12,944	163,476	13,623	172,056	14,338	181,080	15,090	
15-19 Years 3%	141,600	11,800	149,016	12,418	156,852	13,071	165,084	13,757	173,748	14,479	182,856	15,238	
20-24 Years 4%	142,968	11,914	150,456	12,538	158,376	13,198	166,680	13,890	175,428	14,619	184,632	15,386	
25+ Years 5%	144,348	12,029	151,908	12,659	159,900	13,325	168,288	14,024	177,120	14,760	186,408	15,534	
800	148,212	12,351	156,000	13,000	164,184	13,682	172,800	14,400	181,884	15,157	191,436	15,953	Planning Director, Economic Development and Communications Director, Community Services and Communications Director, HR Director, Finance Director
Longevity Pay													
5-9 Years 1%	149,700	12,475	157,560	13,130	165,828	13,819	174,528	14,544	183,708	15,309	193,356	16,113	
10-14 Years 2%	151,176	12,598	159,120	13,260	167,472	13,956	176,256	14,688	185,520	15,460	195,264	16,272	
15-19 Years 3%	152,664	12,722	160,680	13,390	169,104	14,092	177,984	14,832	187,344	15,612	197,184	16,432	
20-24 Years 4%	154,140	12,845	162,240	13,520	170,748	14,229	179,712	14,976	189,156	15,763	199,092	16,591	
25+ Years 5%	155,628	12,969	163,800	13,650	172,392	14,366	181,440	15,120	190,980	15,915	201,012	16,751	
900	163,392	13,616	171,972	14,331	181,008	15,084	190,500	15,875	200,508	16,709	211,032	17,586	PW Director, Finance Director - CPA
Longevity Pay													
5-9 Years 1%	165,024	13,752	173,688	14,474	182,820	15,235	192,408	16,034	202,512	16,876	213,144	17,762	
10-14 Years 2%	166,656	13,888	175,416	14,618	184,632	15,386	194,316	16,193	204,516	17,043	215,256	17,938	
15-19 Years 3%	168,288	14,024	177,132	14,761	186,444	15,537	196,212	16,351	206,520	17,210	217,368	18,114	
20-24 Years 4%	169,932	14,161	178,848	14,904	188,244	15,687	198,120	16,510	208,524	17,377	219,468	18,289	
25+ Years 5%	171,564	14,297	180,576	15,048	190,056	15,838	200,028	16,669	210,528	17,544	221,580	18,465	
1,000	181,380	15,115	190,896	15,908	200,916	16,743	211,476	17,623	222,588	18,549	234,264	19,522	City Administrator
Longevity Pay													
5-9 Years 1%	183,192	15,266	192,804	16,067	202,920	16,910	213,588	17,799	224,808	18,734	236,604	19,717	
10-14 Years 2%	185,004	15,417	194,712	16,226	204,936	17,078	215,700	17,975	227,040	18,920	238,944	19,912	
15-19 Years 3%	186,816	15,568	196,620	16,385	206,940	17,245	217,824	18,152	229,260	19,105	241,296	20,108	
20-24 Years 4%	188,640	15,720	198,528	16,544	208,956	17,413	219,936	18,328	231,492	19,291	243,636	20,303	
25+ Years 5%	190,452	15,871	200,436	16,703	210,960	17,580	222,048	18,504	233,712	19,476	245,976	20,498	

EMPLOYMENT CONTRACT City Administrator

THIS AGREEMENT, effective January 16, 2026, is by and between the City of Snohomish, hereinafter referred to as “City”, and Ken Klein, hereinafter referred to as “City Administrator”.

WHEREAS, the City Administrator has been selected by the Mayor to undertake the duties of the position of City Administrator, and

WHEREAS, it is the desire of the City to provide certain salary and benefits, establish certain conditions of employment, and to set working conditions for the position of City Administrator, and

WHEREAS, pursuant to SMC 2.37.010, the Mayor has appointed Ken Klein as City Administrator for the City of Snohomish, subject to Council confirmation and entry into an employment contract; and

WHEREAS, the City Administrator agrees to serve in that capacity subject to the terms and conditions set forth in this Employment Contract.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the terms and conditions hereinafter set forth, the City and City Administrator agree as follows:

1. **Employment**. The City hereby employs the City Administrator to serve in the position of City Administrator for the City of Snohomish. The duties of said position shall be to perform all duties assigned to the position of City Administrator as provided in the job description, the Snohomish Municipal Code, and Washington State law, together with such other and further duties and special projects as may be assigned to the City Administrator by the City's Mayor. Pursuant to SMC 2.37.10, the City Administrator shall serve at the pleasure and at the discretion of the City's Mayor.
2. **Duration of Employment**. This Employment Agreement shall become effective January 16, 2026 and shall continue indefinitely thereafter unless sooner terminated by the parties as provided in paragraphs 3 and 4 below.
3. **“At-Will” - Termination by the City**. The City Administrator shall at all times during their employment be considered an "At Will" employee, subject to termination by the City's Mayor at any time with or without cause. Nothing in this Agreement shall be construed other than an "At Will" employment relationship between the City and the City Administrator and the City Administrator expressly acknowledges that no contrary representations have been made by the City.

4. **Resignation - Termination by the City Administrator.** The City Administrator reserves the right to resign from employment at any time with or without cause. The City Administrator agrees to give the City not less than thirty (30) days' notice prior to the effective date of any such resignation.
5. **Compensation:** The City Administrator shall be compensated for services rendered during the term of this Agreement as follows:
 - a. **Base Salary.** The City Administrator shall receive a beginning monthly salary of \$21,094.04. The rate of pay may be adjusted annually equal to the cost-of-living and/or cost-of-market increase given to the other Department Heads.
 - b. **Salary and Wage Study.** In the event that a salary and wage study is conducted, the City Administrator position shall be included. A salary and wage study of the City Administrator's position shall occur no less than every four years.
 - c. **Annual Leave and Holiday Benefits.** The City Administrator shall be entitled to paid Annual Leave credits and holiday pay per City personnel policies provided to regular non-represented employees, except that the City Administrator shall be allowed to carry over 240 hours of accrued, unused Annual Leave each year.
 - d. **Additional Leave.** Upon the commencement of City Administrator's employment, the City shall deposit in the City Administrator's leave bank Additional Leave in the amount of 80 hours. Additionally, City Administrator shall be entitled to 80 hours of paid Additional Leave annually at the beginning of each calendar year. This Additional Leave cannot be rolled over or cashed out.
 - e. **Deferred Compensation.** On the City Administrator's behalf, the City will make a monthly contribution to the Deferred Compensation Program (DCP) of Washington State Department of Retirement Systems in an amount equal to the City Administrator's personal contribution up to a maximum of five percent (5%) of the base salary.
 - f. **Other Benefits.** The City Administrator shall also receive all other benefits provided by the City of Snohomish to regular non-represented employees per City policy and enrollment in the Public Employees Retirement system (PERS).
 - g. **Voluntary Benefit Options.** The City Administrator shall also be entitled to elect other voluntary benefit options, should they be offered by the City, as follows:
 - Self-paid individual and/or family supplemental insurance coverage for Short-term Disability, Cancer Care, and Critical Illness through a third party vendor.
 - Pre-tax deductions for Flexible Savings Account and/or Dependent Day Care.
 - Additional self-paid Voluntary Group Life Insurance for self and spouse.
 - Self-paid enrollment in his choice of a Deferred Compensation Plan.
 - h. **Vehicle Allowance.** The City Administrator shall be entitled to a vehicle allowance of \$500.00 per month.

- i. Timing of Monthly Payments-Deductions. All monthly payments of salary and benefits shall be made at the same time and on the same date as the City's regular payroll. All such monthly payments shall be subject to all required state and federal deductions, including income tax, social security, and any other deductions required and authorized by law. The City agrees to pay all employer contributions to FICA, paid family and medical leave, long-term care, worker's compensation, and similar programs as required by law.
6. The City Administrator's Work Schedule. The City Administrator is a confidential, exempt employee for purposes of the Federal Fair Labor Standards Act and as such shall not work a fixed forty hours per week schedule. The City Administrator shall generally work at Snohomish City Hall during regular business hours of the City, Monday through Friday, provided, that the City Administrator shall receive time off for holidays according to the holiday schedule customarily observed by the City. The City Administrator is also generally required to attend meetings of the Snohomish City Council and such other City Boards and Commissions, and staff meetings as requested by the Mayor or as required by the duties of the position, which occur outside regular business hours.
 7. Severance Package.
 - a. Severance for "At-Will" Termination. In the event the City Administrator's employment with the City is terminated by the City for any reason other than those delineated in subparagraph 7 (c) below, the City will provide the City Administrator a lump sum severance equal to six months of base salary. The lump sum payment shall be subject to the same mandatory deductions as the City Administrator's salary as applicable by law.
 - b.
 - Reference. Under the circumstances described in 7(a) above, the City Administrator shall be entitled to an employment reference from the City, the language of which shall be agreed upon by the parties, provided, that in the event the parties cannot agree on the form of the reference, the City will provide only the dates of the City Administrator's employment, the last position held, the last salary received, the fact that the City Administrator is no longer employed by the City.
 - Unemployment Benefits. Under the circumstances described in 7(a) above, the City will not oppose any unemployment benefit claims made by the City Administrator.
 - c. Termination by Resignation or for Cause. The severance package provided for in subparagraph 7 (a) above shall not be available to the City Administrator if the termination of the City Administrator's employment with the City is due to:
 - Resignation. The City Administrator's voluntary resignation from employment. For purposes of this paragraph, "voluntary resignation" means a resignation of employment resulting from the free choice of the City Administrator and not the result of a suggestion to resign in lieu of termination made by formal action of the Mayor or City Council. If the City Administrator resigns in lieu of termination without cause, the City Administrator shall be entitled to the severance package provided for in subparagraph 7(a).
 - Misconduct. Criminal conduct, commission of any crime, abuse of public office, or other gross misconduct, including, but not limited to, fraud, deceit, embezzlement, theft of funds or property, assault, or sexual, racial, or other harassment.

- Job Performance. Insubordination, incompetence, inadequacy, or inefficiency of the City Administrator in the performance of his official duties.
- d. Arbitration. If the City terminates Employee for Cause and City Administrator contests the “for Cause” determination, City Administrator may compel City to participate in binding arbitration regarding whether City Administrator was terminated for Cause. Washington Arbitration Mediation Services shall serve as the arbitrator. The arbitrator’s ruling shall be without appeal. The Arbitrator’s fees and costs shall be paid equally by City Administrator and City.
 - e. Leave and Benefits Upon Termination. Any accrued leave shall only be paid out in accordance with the current Employee Policy Manual. Benefits shall terminate with the end of employment, however the City Administrator may be eligible for continuing medical coverage (COBRA) at his own expense.
 - f. Construction. The severance package provided in subparagraph 7 (a) above shall not be construed as an extension of the City Administrator's employment beyond the termination date. The City Administrator shall not, during the period between the termination date and the end of the severance payments, accrue any additional annual leave or other benefit accorded active City employees.
8. Dues and Subscriptions. The City agrees to pay the reasonable professional dues and subscriptions necessary for continuation, enrollment and full participation of continued education in the City Management profession. In addition, the City may pay for membership in such other associations or organizations, and may reimburse the City Administrator for attendance at annual conferences or the same and for such other professional development activities as the Mayor or City Administrator may approve and as may be annually budgeted by the City Council.
 9. Liability Insurance. The City agrees to cover the City Administrator on the City's liability insurance policies to the same extent as any regular employee of the City is covered for acts, errors, or omissions within the scope of employment. All such liability insurance coverage shall be provided at the City's sole cost and expense.
 10. Indemnification. The City of Snohomish agrees to hold harmless and indemnify the City Administrator from any and all costs, risk or liability associated with or arising out of acts or failures to act which are performed within the scope of his employment as the City Administrator including the reasonable cost of legal defense by counsel appointed by the City or its insurance carrier, as applicable. This promise to indemnify shall exclude acts or failures to act which are outside the scope of City Administrator's employment, criminal acts of the City Administrator and acts or failure to act which would constitute an intentional tort or intentional wrongdoing knowingly committed by the City Administrator without the express direction of the Mayor of the City of Snohomish. This promise to hold harmless and indemnify shall survive beyond the employment of the City Administrator with the City of Snohomish in order that the City Administrator shall be held harmless, indemnified and defended in the future for all acts taken as the City Administrator subject to the limitations contained herein.
 11. Severability. If any paragraph, sentence, clause or phrase of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, said invalidity or

unenforceability shall not affect the validity or enforceability of any other paragraph, sentence, clause or phrase, and to that end the terms and conditions set forth in this Agreement shall be severable.

12. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties as to the terms and conditions of the City Administrator's employment by the City and no other agreements or understandings, oral or otherwise, exist or shall be deemed binding upon the parties. The Agreement may be amended only by a written instrument duly executed by both parties.

Dated this _____ day of _____, 2026.

CITY OF SNOHOMISH:

CITY ADMINISTRATOR:

By _____
Aaron Hoffman, Mayor

By _____
Ken Klein

ATTEST:

APPROVED AS TO FORM:

By _____
Melissa Collins, City Clerk

By _____
Emily Guildner, City Attorney