



City of Lake Stevens Vision Statement

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



CITY COUNCIL REGULAR MEETING AGENDA
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street NE, Lake Stevens

Monday, November 10, 2014 – 7:00 p.m.

NOTE: **WORKSHOP ON VOUCHERS AT 6:45 P.M.**

CALL TO ORDER: 7:00 P.M.
Pledge of Allegiance

ROLL CALL:

GUEST BUSINESS:

CONSENT AGENDA:

*A	Approve 2014 vouchers.	Barb
*B	Approve Council Regular Meeting Minutes of October 13, 2014	Barb
*C	Approve Council Regular Meeting Minutes of October 27, 2014	Barb
*D	Approve Council Workshop Meeting Minutes of November 3, 2014	Barb
*E	2014 Budget Amendment # 4 – Ordinance 924	Barb

PUBLIC HEARING: PUBLIC HEARING FORMAT:

1. Open Public Hearing
2. Staff presentation
3. Council's questions of staff
4. Proponent's comments
5. Comments from the audience
6. Close public comments portion of hearing
7. Discussion by City Council
8. Re-open the public comment portion of the hearing for additional comments (optional)
9. Close Hearing
10. COUNCIL ACTION:
 - a. Approve
 - b. Deny
 - c. Continue

Lake Stevens City Council Regular Meeting Agenda

November 10, 2014

- | | | | |
|----------------------------------|----|--|-------|
| | *A | Public Hearing in consideration of Code Amendment re Traffic Impact Fees | Becky |
| | #B | Public Hearing in consideration of first reading of Ordinance No. 925, proposed 2015 Budget and property tax levy certification. | Barb |
| ACTION ITEMS: | *A | First and final reading of Ordinance No. 926, setting property tax levy and collection for 2015. | Barb |
| | *B | Salary Commission Appointments | Steve |
| | *C | Interlocal Agreement with Snohomish County for Jail Services | Dan |
| | D | Engagement Letter with Keating, Bucklin & McCormack | Jan |
| DISCUSSION ITEMS | *A | Subarea Code Amendments | Becky |
| COUNCIL PERSON'S BUSINESS | | | |
| MAYOR'S BUSINESS | | | |
| STAFF REPORTS | | | |
| EXECUTIVE SESSION | | Potential Litigation – RCW 42.30.110(1)(i) | |
| ADJOURN | | | |

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

Special Needs

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Steve Edin, City of Lake Stevens ADA Coordinator, (425) 377-3227, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

NOTICE:

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

**BLANKET VOUCHER APPROVAL
 2014**

We, the undersigned Council members of the City of Lake Stevens, Snohomish County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the following vouchers have been approved for payment:

Payroll Direct Deposits	1031/2014	\$124,884.78
Payroll Checks	37600-37601	\$4,549.40
Tax Deposit(s)	10/31/2014	\$48,357.22
Electronic Funds Transfers	ACH	\$150,023.91
Claims	37602-37680	\$545,518.94
Void Checks		
Total Vouchers Approved:		\$873,334.25

This 10th day of November 2014:

 Mayor

 Councilmember

 Finance Director

 Councilmember

 Councilmember

 Councilmember



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Accounts Payable Checks and EFTs for period of 10/28/2014 to 11/10/2014

Invoice	AccountCode	Account Description	Item Description	Amount	
AFLAC			Check 0	11/10/2014	\$1,495.80
10/31/14	001-000-284-00-00-00	Payroll Liability Other	Employee paid Insurance Prem	\$1,495.80	
Assoc of Washington Cities EFT			Check 0	11/10/2014	\$85,404.42
11/2014	001-000-283-00-00-00	Payroll Liability Medical	Medical Premiums - Nov 2014	\$85,404.34	
11/2014	001-013-518-30-20-00	GG-Benefits	Medical Premiums - Nov 2014	\$0.08	
Dept of Retirement PERS LEOFF			Check 0	11/10/2014	\$54,437.87
10/31/14	001-000-282-00-00-00	Payroll Liability Retirement	PERS LEOFF Employee & Employer paid Contributions 10/31/14	\$54,437.87	
Nationwide Retirement Solution			Check 0	11/10/2014	\$1,150.00
10/31/14	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$1,150.00	
Standard Insurance Company			Check 0	11/10/2014	\$5,128.36
11/2014	001-000-284-00-00-00	Payroll Liability Other	LTD and Life Insurance Premiums - Nov 2014	\$104.50	
11/2014	001-002-513-11-20-00	AD-Benefits	LTD and Life Insurance Premiums - Nov 2014	\$67.74	
11/2014	001-003-514-20-20-00	CC-Benefits	LTD and Life Insurance Premiums - Nov 2014	\$97.61	
11/2014	001-004-514-23-20-00	FI-Benefits	LTD and Life Insurance Premiums - Nov 2014	\$122.52	
11/2014	001-005-518-10-20-00	HR-Benefits	LTD and Life Insurance Premiums - Nov 2014	\$78.54	
11/2014	001-006-518-80-20-00	IT-Benefits	LTD and Life Insurance Premiums - Nov 2014	\$158.44	
11/2014	001-007-558-50-20-00	PL-Benefits	LTD and Life Insurance Premiums - Nov 2014	\$356.17	
11/2014	001-007-559-30-20-00	PB-Benefits	LTD and Life Insurance Premiums - Nov 2014	\$147.88	
11/2014	001-008-521-20-20-00	LE-Benefits	LTD and Life Insurance Premiums - Nov 2014	\$2,558.88	
11/2014	001-010-576-80-20-00	PK-Benefits	LTD and Life Insurance Premiums - Nov 2014	\$10.71	
11/2014	001-013-518-30-20-00	GG-Benefits	LTD and Life Insurance Premiums - Nov 2014	\$15.86	
11/2014	101-016-542-30-20-00	ST-Benefits	LTD and Life Insurance Premiums - Nov 2014	\$700.24	
11/2014	401-070-535-10-20-00	SE-Benefits	LTD and Life Insurance Premiums - Nov 2014	\$75.06	
11/2014	410-016-531-10-20-00	SW-Benefits	LTD and Life Insurance Premiums - Nov 2014	\$634.21	

Invoice	AccountCode	Account Description	Item Description	Amount	
Washington State Support Registry			Check 0	11/10/2014	\$402.46
10/31/14	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$402.46	
EFTPS Electronic Federal Tax Pmt System			Check 0	11/10/2014	\$48,357.22
10/31/14	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Tax Payment for 10/31/2014	\$48,357.22	
Dept of Retirement (Deferred Comp)			Check 0	11/10/2014	\$2,005.00
10/31/14	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,005.00	
3M			Check 37602	11/10/2014	\$403.82
94844364	001-008-521-20-31-01	LE-Operating Costs	Sound device calibration	\$403.82	
Ace Hardware			Check 37603	11/10/2014	\$622.39
44146	001-008-521-20-31-01	LE-Operating Costs	Paint for Commanders office	\$104.22	
44136	001-008-521-20-31-01	LE-Operating Costs	***Supplies for repair to Chiefs office	\$91.16	
44200	001-008-521-20-31-01	LE-Operating Costs	***Supplies for Police Front office repair	\$69.48	
44176	001-008-521-20-31-01	LE-Operating Costs	Vehicle maint supplies	\$15.18	
44170	001-008-521-20-31-01	LE-Operating Costs	***Supplies for repairs to Police Front office	\$98.39	
44120	001-008-521-20-31-01	LE-Operating Costs	***Supplies for repair to Chiefs office	\$27.43	
44192	001-008-521-20-31-01	LE-Operating Costs	Keys copied	\$8.64	
44162	001-008-521-20-31-01	LE-Operating Costs	***Supplies for repairs to Police Front office	\$23.87	
44129	001-008-521-20-31-01	LE-Operating Costs	***Supplies for repair to Chiefs office	\$127.03	
44236	101-016-544-90-31-02	ST-Operating Cost	Light for shop	\$19.81	
44200	101-016-544-90-31-02	ST-Operating Cost	Storage hooks for shop	\$8.69	
44200	410-016-531-10-31-02	SW-Operating Costs	Storage hooks for shop	\$8.68	
44236	410-016-531-10-31-02	SW-Operating Costs	Light for shop	\$19.81	
ACES			Check 37604	11/10/2014	\$329.00
10341GR	001-005-517-60-31-00	HR-Safety Program	Safety mtg: Flu Season	\$75.66	
10341GR	101-016-517-60-31-00	ST-Safety Program	Safety mtg: Flu Season	\$126.67	
10341GR	410-016-517-60-31-00	SW-Safety Program	Safety mtg: Flu Season	\$126.67	
Advantage Building Services			Check 37605	11/10/2014	\$651.70

Invoice	AccountCode	Account Description	Item Description	Amount	
1114	001-007-558-50-41-00	PL-Professional Servic	Janitorial Services	\$27.31	
1114	001-007-559-30-41-00	PB-Professional Srv	Janitorial Services	\$27.31	
1114	001-008-521-20-41-00	LE-Professional Services	Janitorial Services	\$285.00	
1114	001-010-576-80-41-00	PK-Professional Services	Janitorial Services	\$18.20	
1114	001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Services	\$109.25	
1114	001-013-518-20-41-00	GG-Professional Service	Janitorial Services	\$148.20	
1114	101-016-542-30-41-02	ST-Professional Service	Janitorial Services	\$18.21	
1114	410-016-531-10-41-01	SW-Professional Services	Janitorial Services	\$18.22	
Alexander Printing			Check 37606	11/10/2014	\$87.36
40216	101-016-544-90-31-02	ST-Operating Cost	Business cards - Wells/Emerson	\$43.68	
40216	410-016-531-10-31-02	SW-Operating Costs	Business cards - Wells/Emerson	\$43.68	
Alpine Fire and Safety Sys Inc			Check 37607	11/10/2014	\$244.80
19074	001-008-521-20-31-01	LE-Operating Costs	First aid supplies	\$168.66	
19043	101-016-544-90-31-02	ST-Operating Cost	First aid supplies	\$38.07	
19043	410-016-531-10-31-02	SW-Operating Costs	First aid supplies	\$38.07	
Assoc of Washington Cities			Check 37608	11/10/2014	\$1,491.90
11/2014	001-008-521-20-20-00	LE-Benefits	Medical Insurance - COBRA Nov 2014	\$745.95	
10/2014	001-008-521-20-20-00	LE-Benefits	Medical Insurance - COBRA Oct 2014	\$745.95	
Bank of New York Mellon			Check 37609	11/10/2014	\$291,974.38
10202014-228918	210-000-591-75-71-00	2008 Bond Princp Pymt - GG	LAKSGOREF08A Series 2008A	\$130,032.40	
10202014-228918	210-000-592-18-83-00	2008 Bond Interest Payment	LAKSGOREF08A Series 2008A	\$47,400.17	
10202014-228918	210-070-591-35-71-00	2008 Bond Principal - Sewer	LAKSGOREF08A Series 2008A	\$94,967.60	
10202014-228918	210-070-592-35-83-00	2008 Bond Interest Payment	LAKSGOREF08A Series 2008A	\$19,574.21	
Bank of New York Mellon			Check 37610	11/10/2014	\$87,709.38

Invoice	AccountCode	Account Description	Item Description	Amount
10202014-228916	206-008-591-21-71-00	LTGO 2004 Princp Pymt - PD	LAKSTELTGO04 Serries 2004	\$70,000.00
10202014-228916	206-008-592-21-83-00	LTGO 2004 Interest Pymt - PD	LAKSTELTGO04 Serries 2004	\$17,709.38
Big O Tires			Check 37611	11/10/2014
1-37617	101-016-542-30-48-00	ST-Repair & Maintenance	Repair PW14 Brakes/bearings/shocks/cylinders	\$404.14
1-37617	410-016-531-10-48-00	SW-Repairs & Maintenance	Repair PW14 Brakes/bearings/shocks/cylinders	\$404.13
Blumenthal Uniforms			Check 37612	11/10/2014
98892	001-008-521-20-26-00	LE-Clothing	Boots/belt/pants-Anderson	\$170.39
97143	001-008-521-20-26-00	LE-Clothing	Uniform pants/shirts/alterations-Heinemann	\$703.95
96615	001-008-521-20-26-00	LE-Clothing	Uniform pants/shirts/alterations-Kilroy	\$703.95
96615-01	001-008-521-20-26-00	LE-Clothing	Uniform shirts/alterations-Kilroy	\$193.20
98892-01	001-008-521-20-26-00	LE-Clothing	Boots-Anderson	\$106.96
98489	001-008-521-20-26-00	LE-Clothing	Duty Belt/belt attachments-Kilroy	\$246.40
Cascade Collision Center Inc			Check 37613	11/10/2014
3712	001-008-521-20-48-00	LE-Repair & Maintenance	Repair Damage to PT55	\$1,608.30
Cashmere Valley Bank			Check 37614	11/10/2014
11/14 133357	212-016-591-48-71-00	2010A Bond Principal - PW shop	2010 Series A Bond Pmt	\$31,035.43
11/14 133357	212-016-592-48-83-00	2010A Bond Interest - PW Shop	2010 Series A Bond Pmt	\$6,046.66
Cashmere Valley Bank			Check 37615	11/10/2014
11/14 133358	212-000-592-18-83-00	2010B Bond Interest - Civic	2010 Series B Bond Pmt	\$10,374.00
CDW Government Inc			Check 37616	11/10/2014
QK00732	510-006-518-80-31-00	Purchase Computer Equipment	Replacement Firewall	\$2,975.66
City of Everett			Check 37617	11/10/2014
I14002546	001-008-554-30-51-00	LE-Environmental-Animal Contro	Animal Shelter services Sept 2014	\$775.00
I14002499	410-016-531-10-31-02	SW-Operating Costs	Lab analysis	\$210.00
City of Lake Stevens			Check 37618	11/10/2014
				\$34.30

Invoice	AccountCode	Account Description	Item Description	Amount	
1114	001-007-558-50-41-00	PL-Professional Servic	Retainage - Advantage Bldg Svc	\$1.44	
1114	001-007-559-30-41-00	PB-Professional Srv	Retainage - Advantage Bldg Svc	\$1.44	
1114	001-008-521-20-41-00	LE-Professional Services	Retainage - Advantage Bldg Svc	\$15.00	
1114	001-010-576-80-41-00	PK-Professional Services	Retainage - Advantage Bldg Svc	\$0.96	
1114	001-012-575-50-41-00	CS-Community Center - Cleaning	Retainage - Advantage Bldg Svc	\$5.75	
1114	001-013-518-20-41-00	GG-Professional Service	Retainage - Advantage Bldg Svc	\$7.80	
1114	101-016-542-30-41-02	ST-Professional Service	Retainage - Advantage Bldg Svc	\$0.96	
1114	410-016-531-10-41-01	SW-Professional Services	Retainage - Advantage Bldg Svc	\$0.95	
City of Marysville			Check 37619	11/10/2014	\$17,808.35
POLIN11-0470	001-008-523-60-51-00	LE-Jail	Prisoner Housing & Medical Sept 2014	\$3,937.50	
POLIN11-0463	001-008-523-60-51-00	LE-Jail	Prisoner Housing Sept 2014	\$10,695.35	
POLIN11-0468	001-008-523-60-51-00	LE-Jail	Prisoner Housing Sept 2014 Yakima	\$3,175.50	
CO Locksmiths LLC			Check 37620	11/10/2014	\$479.61
2402	001-008-521-20-48-00	LE-Repair & Maintenance	Door repair - evidence room	\$479.61	
Code Publishing Co			Check 37621	11/10/2014	\$242.60
47998	001-003-514-20-41-00	CC-Professional Services	Municipal Code update with Ord 916-921	\$242.60	
Comcast			Check 37622	11/10/2014	\$88.96
10/14 0692756	001-008-521-20-42-00	LE-Communication	Internet connection - Market Pl	\$88.96	
Comcast			Check 37623	11/10/2014	\$88.96
10/14 0810218	001-008-521-20-42-00	LE-Communication	Internet connection - Lakeshore Dr	\$88.96	
Comcast			Check 37624	11/10/2014	\$28.57
10/14 0808840	001-010-576-80-42-00	PK-Communication	Internet services - City Shop	\$28.57	
Comcast			Check 37625	11/10/2014	\$134.08
10/14 0827887	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic signal control	\$134.08	
Comcast			Check 37626	11/10/2014	\$28.57
10/14 0808840	101-016-543-30-42-00	ST-Communications	Internet services - City Shop	\$28.57	

Invoice	AccountCode	Account Description	Item Description	Amount	
Comcast			Check 37627	11/10/2014	\$28.57
10/14 0808840	101-016-543-30-42-00	ST-Communications	Internet services - City Shop		\$28.57
Comdata Corporation			Check 37628	11/10/2014	\$318.83
20216041	001-008-521-20-32-00	LE-Fuel	Fuel		\$247.92
20216041	001-008-521-21-32-00	LE-Boating-Fuel	Fuel		\$70.91
Concrete Norwest			Check 37629	11/10/2014	\$3,245.41
989834	101-016-542-66-31-00	ST-Snow & Ice - Sply	Restock Sand for winter		\$3,245.41
Corporate Office Supply			Check 37630	11/10/2014	\$1,777.84
155659i	001-003-514-20-31-00	CC-Office Supply	Binder		\$7.49
155522i	001-004-514-23-31-00	FI-Office Supplies	Ink rollers/paper/USB drive		\$31.17
155522i	001-005-518-10-31-00	HR-Office Supplies	File folders		\$46.06
155679	001-005-518-10-31-00	HR-Office Supplies	Return File Backs		(\$46.06)
155659i	001-005-518-10-31-00	HR-Office Supplies	Legal folders		\$27.14
155728	001-007-558-50-31-00	PL-Office Supplies	Return Tape cartridge		(\$36.47)
155710	001-007-558-50-31-01	PL-Operating Costs	Marking tags		\$27.10
155833i	001-008-521-20-31-00	LE-Office Supplies	Paper		\$277.68
155493i	001-008-521-20-31-00	LE-Office Supplies	Tissue		\$81.40
155438i	001-008-521-20-31-00	LE-Office Supplies	Labels/cd rom mailers/business card magnets/tissue		\$172.34
155322i	001-008-521-20-31-00	LE-Office Supplies	Cds/Wireless Wave MK550		\$501.12
155522i	001-013-518-20-31-00	GG-Operating	Paper		\$222.99
155659i	001-013-518-20-31-00	GG-Operating	Paper/Business card holder		\$18.83
154405i	101-016-544-90-31-01	ST-Office Supplies	Folders/Binder		\$12.89
154433i	101-016-544-90-31-01	ST-Office Supplies	Stamp		\$23.86
154381i	101-016-544-90-31-01	ST-Office Supplies	Folders/paper/labels/stamp/binders/legal pads		\$141.55
154666i	101-016-544-90-31-01	ST-Office Supplies	Binders/Post its		\$22.67
154889i	101-016-544-90-31-01	ST-Office Supplies	Tape/soap/pens		\$20.41

Invoice	AccountCode	Account Description	Item Description	Amount	
154914i	101-016-544-90-31-02	ST-Operating Cost	Soap	\$2.15	
154405i	410-016-531-10-31-01	SW-Office Supplies	Folders/Binder	\$12.89	
154889i	410-016-531-10-31-01	SW-Office Supplies	Tape/soap/pens	\$20.41	
154381i	410-016-531-10-31-01	SW-Office Supplies	Folders/paper/labels/stamp/binders/legal pads	\$141.55	
154433i	410-016-531-10-31-01	SW-Office Supplies	Stamp	\$23.87	
154666i	410-016-531-10-31-01	SW-Office Supplies	Binders/Post its	\$22.66	
154914i	410-016-531-10-31-02	SW-Operating Costs	Soap	\$2.14	
Daily Journal of Commerce			Check 37631	11/10/2014	\$237.30
3293577	101-016-542-30-41-01	ST-Advertising	20th Street SE Phase II	\$237.30	
Dataquest LLC			Check 37632	11/10/2014	\$70.50
20141031	001-005-518-10-41-00	HR-Professional Services	New Hire Background check	\$70.50	
Dell Marketing LP			Check 37633	11/10/2014	\$1,197.94
XJK4N2644	510-006-518-80-31-00	Purchase Computer Equipment	OptiPlex 9020 9J3YN22	\$1,197.94	
Dicks Towing			Check 37634	11/10/2014	\$147.42
147461	101-016-544-90-31-02	ST-Operating Cost	Tow PW42 to County shop	\$73.71	
147461	410-016-531-10-31-02	SW-Operating Costs	Tow PW42 to County shop	\$73.71	
Electronic Business Machines			Check 37635	11/10/2014	\$152.79
103775	001-007-558-50-48-00	PL-Repairs & Maint.	Copier maintenance	\$37.45	
104801	001-007-558-50-48-00	PL-Repairs & Maint.	Copier maintenance	\$38.94	
103775	101-016-542-30-48-00	ST-Repair & Maintenance	Copier maintenance	\$18.72	
104801	101-016-542-30-48-00	ST-Repair & Maintenance	Copier maintenance	\$19.48	
104801	410-016-531-10-48-00	SW-Repairs & Maintenance	Copier maintenance	\$19.48	
103775	410-016-531-10-48-00	SW-Repairs & Maintenance	Copier maintenance	\$18.72	
Everett Stamp Works			Check 37636	11/10/2014	\$223.88
13867	001-007-558-50-31-01	PL-Operating Costs	Nameplates	\$161.21	
13867	001-007-559-30-31-01	PB-Operating Cost	Nameplates	\$41.00	
13867	101-016-544-90-31-02	ST-Operating Cost	Nameplates	\$10.84	

Invoice	AccountCode	Account Description	Item Description	Amount
13867	410-016-531-10-31-02	SW-Operating Costs	Nameplates	\$10.83
Evergreen Security Systems			Check 37637	11/10/2014
52096	001-008-521-80-47-00	LE-Evidence Room-Alarm	L&I Electrical permit	\$12.40
Feldman and Lee			Check 37638	11/10/2014
Oct 2014	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services Oct 2014	\$6,982.50
Grainger			Check 37639	11/10/2014
9574755626	001-010-576-80-31-00	PK-Operating Costs	Heavy duty cleaner	\$27.29
9570930645	001-010-576-80-31-00	PK-Operating Costs	Synthetic 2 cycle engine oil	\$31.63
9577806343	001-010-576-80-31-00	PK-Operating Costs	Disposable Nitrile Gloves	\$7.53
9570930637	001-010-576-80-31-00	PK-Operating Costs	Coated Gloves	\$13.04
9577806335	001-010-576-80-31-00	PK-Operating Costs	Ergonomic 9 piece file set	\$27.15
9572021070	001-013-518-20-31-00	GG-Operating	Light bulbs - City wide use	\$61.25
9570930637	101-016-544-90-31-02	ST-Operating Cost	Coated Gloves	\$13.03
9574755626	101-016-544-90-31-02	ST-Operating Cost	Heavy duty cleaner	\$27.29
9570930645	101-016-544-90-31-02	ST-Operating Cost	Synthetic 2 cycle engine oil	\$31.62
9577806343	101-016-544-90-31-02	ST-Operating Cost	Disposable Nitrile Gloves	\$7.54
9577806335	410-016-531-10-31-02	SW-Operating Costs	Ergonomic 9 piece file set	\$27.16
9570930637	410-016-531-10-31-02	SW-Operating Costs	Coated Gloves	\$13.03
9570930645	410-016-531-10-31-02	SW-Operating Costs	Synthetic 2 cycle engine oil	\$31.62
9577806343	410-016-531-10-31-02	SW-Operating Costs	Disposable Nitrile Gloves	\$7.54
9577806335	410-016-531-10-31-02	SW-Operating Costs	Ergonomic 9 piece file set	\$27.15
9574755626	410-016-531-10-31-02	SW-Operating Costs	Heavy duty cleaner	\$27.30
Industrial Supply Inc			Check 37640	11/10/2014
544287	001-010-576-80-31-00	PK-Operating Costs	Nylon slings	\$16.81
544287	101-016-544-90-31-02	ST-Operating Cost	Nylon slings	\$16.82
544287	410-016-531-10-31-02	SW-Operating Costs	Nylon slings	\$16.82
Lake Industries LLC			Check 37641	11/10/2014

Invoice	AccountCode	Account Description	Item Description	Amount	
264976	410-016-531-10-31-02	SW-Operating Costs	1 1/4 inch Minus Crushed Rock	\$261.54	
264958	410-016-531-10-31-02	SW-Operating Costs	1 1/4 inch Minus Crushed Rock	\$166.33	
264948	410-016-531-10-31-02	SW-Operating Costs	1 1/4 inch Minus Crushed Rock	\$84.95	
Lake Stevens Fire			Check 37642	11/10/2014	\$2,125.00
8097	633-013-586-00-00-07	Fire Dept Fee Remittance	Q3 2014 Fire Fees	\$2,125.00	
Lake Stevens Journal			Check 37643	11/10/2014	\$160.78
2819	001-007-558-50-41-03	PL-Advertising	Associate Planner	\$35.00	
2527	001-007-558-50-41-03	PL-Advertising	Council Mthg-Transportation Improvement plan	\$28.13	
2821	001-007-558-50-41-03	PL-Advertising	Permit Specialists	\$34.00	
2820	101-016-542-30-41-01	ST-Advertising	PW Admin Assist	\$14.25	
2499	101-016-542-30-41-01	ST-Advertising	Civil Engineer	\$17.57	
2820	410-016-531-10-41-05	SW-Advertising	PW Admin Assist	\$14.25	
2499	410-016-531-10-41-05	SW-Advertising	Civil Engineer	\$17.58	
Lake Stevens Police Guild			Check 37644	11/10/2014	\$1,017.50
10/31/14	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,017.50	
Lambier Jeff			Check 37645	11/10/2014	\$305.75
10/17 exp rpt	001-008-521-20-43-00	LE-Travel & Meetings	Food during Investigation	\$30.00	
10/17 exp rpt	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem-Plano TX	\$275.75	
Law Offices of Weed Graafstra			Check 37646	11/10/2014	\$7,194.89
131	001-011-515-30-41-00	LG-Professional Service	Legal services Oct 2014	\$7,131.25	
131	001-011-515-30-43-00	LG-Travel & Meetings	WSAMA Conference registration fee and half hotel	\$63.64	
Lowes Companies			Check 37647	11/10/2014	\$365.35
920514	001-008-521-20-31-01	LE-Operating Costs	Lights for PD	\$62.18	
920515	001-012-569-00-31-00	CS-Aging Services-Supplies	3 Outside Light fixtures for Senior Center	\$210.49	
920379	001-013-524-60-31-01	GG-Protectective Insp Enforce	Materials to secure City Property	\$92.68	
Monroe Correctional Complex			Check 37648	11/10/2014	\$310.51
MCC1409-105	101-016-542-30-48-00	ST-Repair & Maintenance	Work crew - Sept 2014	\$159.14	

Invoice	AccountCode	Account Description	Item Description	Amount
MCC1409-105	410-016-531-10-48-00	SW-Repairs & Maintenance	Work crew - Sept 2014	\$151.37
Morgan Mechanical Inc			Check 37649	11/10/2014
14633-1	001-012-594-75-64-00	CS-Community Center - Capital	HVAC replacement Community Center	\$4,772.96
Northwest Cascade Inc			Check 37650	11/10/2014
2-1038816	001-010-576-80-45-00	PK-Equipment Rental	Honeybucket rental - Boat Launch - Oct 2014	\$138.00
Office of The State Treasurer			Check 37651	11/10/2014
Oct 0214	633-007-586-00-00-02	Building - State BI	Oct 2014 State Court Fees	\$130.50
Oct 0214	633-008-586-00-00-03	Public Safety And Ed. 1986	Oct 2014 State Court Fees	\$3,618.88
Oct 0214	633-008-586-00-00-04	Public Safety And Education	Oct 2014 State Court Fees	\$2,153.17
Oct 0214	633-008-586-00-00-05	Judicial Information System-Ci	Oct 2014 State Court Fees	\$838.30
Oct 0214	633-008-586-00-00-08	Trauma Care	Oct 2014 State Court Fees	\$314.10
Oct 0214	633-008-586-00-00-10	Public Safety Ed #3	Oct 2014 State Court Fees	\$107.28
Oct 0214	633-008-586-00-00-11	Auto Theft Prevention	Oct 2014 State Court Fees	\$445.65
Oct 0214	633-008-586-00-00-12	HWY Safety Act	Oct 2014 State Court Fees	\$17.24
Oct 0214	633-008-586-00-00-13	Death Inv Acct	Oct 2014 State Court Fees	\$14.33
Oct 0214	633-008-586-00-00-14	WSP Highway Acct	Oct 2014 State Court Fees	\$81.44
Partsmaster			Check 37652	11/10/2014
20829978	101-016-544-90-31-02	ST-Operating Cost	Flexible Aqua Light 48 LED	\$42.91
20829978	410-016-531-10-31-02	SW-Operating Costs	Flexible Aqua Light 48 LED	\$42.97
Perteet Engineering Inc			Check 37653	11/10/2014
20110012.008-1	001-007-558-50-41-01	PL-CA-Developer Reimb	Pacific Ridge Homes	\$1,101.00
Public Safety Testing			Check 37654	11/10/2014
PSTI 14-182	001-008-521-20-41-00	LE-Professional Services	New officer background checks	\$4,865.92
Puget Sound Energy			Check 37655	11/10/2014
10/14 24316495	001-010-576-80-47-00	PK-Utilities	Natural gas-Sept 2014	\$11.70
10/14 24316495	101-016-543-50-47-00	ST-Utilities	Natural gas-Sept 2014	\$11.70
10/14 24316495	410-016-531-10-47-00	SW-Utilities	Natural gas-Sept 2014	\$11.69

Invoice	AccountCode	Account Description	Item Description	Amount	
Puget Sound Energy			Check 37656	11/10/2014	\$76.58
10/14 3723810	001-008-521-50-47-00	LE-Utilities	Natural gas-Sept 2014	\$76.58	
R&R Industries Inc			Check 37657	11/10/2014	\$75.75
459917	101-016-542-90-31-01	ST-Clothing	Rain pants and jacket	\$37.88	
459917	410-016-531-10-31-00	SW-Clothing	Rain pants and jacket	\$37.87	
Republic Services 197			Check 37658	11/10/2014	\$357.04
10/14 0807731	101-016-542-30-45-00	ST-Rentals-Leases	Dumpster Rental - City Shop	\$7.65	
10/14 0807731	101-016-544-90-31-02	ST-Operating Cost	Dumpster services - City Shop	\$170.87	
10/14 0807731	410-016-531-10-31-02	SW-Operating Costs	Dumpster services - City Shop	\$170.87	
10/14 0807731	410-016-531-10-45-00	SW-Equipment Rental	Dumpster Rental - City Shop	\$7.65	
Republic Services 197			Check 37659	11/10/2014	\$121.99
10/14 5541269	001-013-518-20-31-00	GG-Operating	Dumpster services - City Hall	\$107.84	
10/14 5541269	001-013-518-20-45-00	GG-Equipment Rental	Dumpster rental - City Hall	\$14.15	
Republic Services 197			Check 37660	11/10/2014	\$257.17
10/14 0805898	001-010-576-80-31-00	PK-Operating Costs	Dumpster svcs - Lundeen Park	\$243.97	
10/14 0805898	001-010-576-80-45-00	PK-Equipment Rental	Dumpster rental - Lundeen Park	\$13.20	
Rescue Towing			Check 37661	11/10/2014	\$912.24
15058	001-008-521-20-31-01	LE-Operating Costs	Towing case 14-2617	\$304.08	
15074	001-008-521-20-31-01	LE-Operating Costs	Towing evidence	\$304.08	
15008	001-008-521-20-31-01	LE-Operating Costs	***Towing-Patroll car to County shop	\$304.08	
S Morris Co			Check 37662	11/10/2014	\$39.48
153063	101-016-542-30-41-02	ST-Professional Service	Dead animal disposal	\$39.48	
Safeguard Pest Control Inc			Check 37663	11/10/2014	\$104.96
43424	001-013-518-20-48-00	GG-Repair & Maintenance	Pest Control Family Center/Permit Center	\$104.96	
Setina Mfg Co Inc			Check 37664	11/10/2014	\$1,251.83
89690	520-008-594-21-63-00	Capital Equipment	Partitions and Panels to outfit PT56 & PT57	\$1,251.83	

Invoice	AccountCode	Account Description	Item Description	Amount	
Sirchie Finger Print			Check 37665	11/10/2014	\$212.81
0183605-IN	001-008-521-20-31-01	LE-Operating Costs	Evid strips	\$51.47	
0183570-IN	001-008-521-20-31-01	LE-Operating Costs	Boot covers/Biohazard gloves	\$161.34	
Snohomish County PUD			Check 37666	11/10/2014	\$4,404.67
130747918	001-010-576-80-47-00	PK-Utilities	203531959	\$72.24	
134031381	001-010-576-80-47-00	PK-Utilities	201513934	\$32.03	
127428880	001-012-575-30-47-00	CS-Historical-Utilities	202289237	\$16.02	
100149922	001-012-575-50-47-00	CS-Community Center-Utilities	200860922	\$428.73	
127428880	001-012-575-51-47-00	CS-Grimm House Expenses	202289237	\$16.01	
114167189	001-013-518-20-47-00	GG-Utilities	200245215	\$217.19	
160178926	101-016-542-63-47-00	ST-Lighting - Utilities	202988481	\$376.90	
127439365	101-016-542-63-47-00	ST-Lighting - Utilities	202670725	\$1,128.33	
124129808	101-016-542-63-47-00	ST-Lighting - Utilities	201595113	\$331.19	
127439364	101-016-542-63-47-00	ST-Lighting - Utilities	202648101	\$1,011.47	
143874682	101-016-542-63-47-00	ST-Lighting - Utilities	202648705	\$90.53	
150466832	101-016-542-63-47-00	ST-Lighting - Utilities	200363505	\$131.13	
117498503	101-016-542-63-47-00	ST-Lighting - Utilities	201973682	\$43.12	
104230512	101-016-542-63-47-00	ST-Lighting - Utilities	201860178	\$322.94	
137257330	101-016-542-63-47-00	ST-Lighting - Utilities	204719074	\$16.57	
127428540	410-016-531-20-47-00	SW-Aerator Utilities	202150405	\$170.27	
Snohomish County PW S			Check 37667	11/10/2014	\$3,671.14
I000367941	101-016-542-64-48-00	ST-Traffic Control - R&M	Signal repair Sept 2014	\$849.79	
I000367871	410-016-531-20-41-00	SW-Aerator Monitori	Q3 2014 Monitoring and Gaging	\$2,821.35	
Snohomish County PW V			Check 37668	11/10/2014	\$14,993.66
I000367887	001-008-521-20-48-00	LE-Repair & Maintenance	Vehicle Repair and Maintenance Sept 2014	\$4,327.06	
I000367887	001-008-521-21-48-00	LE-Boating Repair & Maint	Boat Repair and Maintenance Sept 2014	\$2,231.37	
I000367887	101-016-542-30-48-00	ST-Repair & Maintenance	Vehicle Repair and Maintenance Sept 2014	\$2,867.32	

Invoice	AccountCode	Account Description	Item Description	Amount
1000367887	410-016-531-10-48-00	SW-Repairs & Maintenance	Vehicle Repair and Maintenance Sept 2014	\$5,567.91
Snohomish County Sherrifs Office			Check 37669	11/10/2014
2014-2218	001-008-523-60-51-00	LE-Jail	Prisoner Housing Aug 2014	\$1,265.97
Snohomish County Treasurer			Check 37670	11/10/2014
Oct 2014	633-008-586-00-00-01	Crime Victims Compensation	Oct 2014 Crime Victims Compensation	\$140.24
Sound Publishing Inc			Check 37671	11/10/2014
EDH596747	001-004-514-23-41-01	FI-Advertising	Public Hearings 2015 Budget	\$29.36
EDH597651	001-004-514-23-41-01	FI-Advertising	City Council workshop 2015 Budget	\$29.36
EDH594738	001-007-558-50-41-03	PL-Advertising	Public Hearing-Traffic Impact Code Amend	\$41.40
EDH594312	001-007-558-50-41-03	PL-Advertising	Traffic Impact Fee Calc Prov Code Amend	\$80.96
EDH595976	001-007-558-50-41-03	PL-Advertising	LUA2014-0065 Knutson Short Plat	\$63.76
EDH595945	001-007-558-50-41-03	PL-Advertising	Ordinances 916-921 Comp Plan and Zoning changes	\$117.08
Teamsters Local No 763			Check 37672	11/10/2014
10/31/14	001-000-284-00-00-00	Payroll Liability Other	Union Dues	\$571.00
Adjustment	001-000-284-00-00-00	Payroll Liability Other	To correct overpayment made-addition error	(\$0.50)
Top Notch Towing			Check 37673	11/10/2014
11861	001-008-521-20-31-01	LE-Operating Costs	***Towing PT24 to County shop for repair	\$130.32
United Way of Snohomish Co			Check 37674	11/10/2014
10/31/14	001-000-284-00-00-00	Payroll Liability Other	Employee Contributions	\$181.68
University of Washington			Check 37675	11/10/2014
UWPD0084	001-008-521-20-26-00	LE-Clothing	Security vest - Heinemann	\$300.00
UPS			Check 37676	11/10/2014
74Y42424	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$1.71
Verizon Northwest			Check 37677	11/10/2014
9734299216	001-001-513-10-42-00	Executive - Communication	Wireless phone services Oct 2014	\$82.24
9734299216	001-002-513-11-42-00	AD-Communications	Wireless phone services Oct 2014	\$82.24

Invoice	AccountCode	Account Description	Item Description	Amount	
9734299216	001-003-514-20-42-00	CC-Communications	Wireless phone services Oct 2014	\$16.98	
9734299216	001-005-518-10-42-00	HR-Communications	Wireless phone services Oct 2014	\$52.22	
9734299216	001-006-518-80-42-00	IT-Communications	Wireless phone services Oct 2014	\$124.44	
9734299216	001-007-558-50-42-00	PL-Communication	Wireless phone services Oct 2014	\$82.24	
9734299216	001-007-559-30-42-00	PB-Communication	Wireless phone services Oct 2014	\$104.77	
9734299216	001-008-521-20-42-00	LE-Communication	Wireless phone services Oct 2014	\$1,345.19	
9734299216	001-010-576-80-42-00	PK-Communication	Wireless phone services Oct 2014	\$114.91	
9734299216	101-016-543-30-42-00	ST-Communications	Wireless phone services Oct 2014	\$114.91	
9734299216	410-016-531-10-42-00	SW-Communications	Wireless phone services Oct 2014	\$114.90	
Washington State Dept of Natural Resources			Check 37678	11/10/2014	\$17.40
9095696	001-010-576-80-31-02	PK-Eagle Ridge Pk-Ops	Forest Land Assessment	\$17.40	
Washington Teamsters Welfare Trust			Check 37679	11/10/2014	\$1,308.60
12/2014	001-000-283-00-00-00	Payroll Liability Medical	Teamster Dental Premiums - Nov 2014	\$1,308.60	
Zachor and Thomas Inc PS			Check 37680	11/10/2014	\$8,580.00
635	001-011-515-30-41-01	PG-Prosecutor Fees	Prosecutor services Oct 2014	\$8,580.00	
Total Disbursements				\$743,900.07	

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

Monday, October 13, 2014
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:00 p.m. by Mayor Pro Tem Kim Daughtry.

COUNCILMEMBERS PRESENT: Todd Welch, Suzanne Quigley, Kathy Holder, Kim Daughtry, Marcus Tageant, and Sam Low

COUNCILMEMBERS ABSENT: John Spencer, Mayor Vern Little

STAFF MEMBERS PRESENT: City Administrator Jan Berg, Planning Director Becky Ableman, Finance Director/City Clerk Barb Stevens, Public Works Director Mick Monken, Senior Planners Russ Wright and Sally Payne, Police Commander Dennis Taylor, Human Resource Director Steve Edin, Deputy City Clerk Kathy Pugh and City Attorney Cheryl Beyer

OTHERS:

Excused Absence. Councilmember Welch moved, Councilmember Holder seconded, to excuse Councilmember Spencer from the meeting. Motion passed unanimously (5-0-0-1).

Councilmember Quigley arrived at 7:03 p.m.

Guest Business.

Brent Kirk introduced Michael Bowers, the new Lake Stevens Sewer District General Manager. Mr. Bowers said he looks forward to opportunities for the sewer district to partner with the City.

Kirsten Reid, 3105 101st Avenue NE, Lake Stevens, commented on the fifty-five home development going in above her neighborhood. Ms. Reid said that her road is narrow and inadequate to handle the increased traffic that will result from the development. She distributed pictures, and requested the road be widened.

Virginia Seitz, 3025 101st Avenue NE, Lake Stevens, agreed with Ms. Reid's concerns.

Jeff Nelson, 1620 11th Drive SE, Lake Stevens, said that his address is not within the city limits. At a recent meeting of the Mission Ridge Homeowners Association, the members agreed that they would like to explore annexation into the City. He requested information on the annexation process.

Caitlin Bardsley, 3106 101st Avenue NE, Lake Stevens, supported widening of her road to accommodate the increased traffic created by the new development above her neighborhood.

Consent Agenda.

MOTION: Councilmember Low moved, Councilmember Tageant seconded, to approve the Consent Agenda: (A) Approve 2014 vouchers [Payroll Direct Deposits 10/1/2014 for

\$116,395.57, Payroll Checks 37454-37455 for \$4,549.40, Tax Deposits 10/2/2014 of \$45,471.25, Electronic Funds Transfers ACH of \$141,942.29, Claims Check Nos. 37456-37548 for \$193,339.94, Total vouchers approved \$501,698.45], (B) Approve City Council regular meeting minutes of September 22, 2014, and (C) Approve City Council special meeting minutes of October 7, 2014, with the correction to the spelling of Councilmember Holder's name on page 1 of the September 22, 2014 minutes. Motion passed unanimously (6-0-0-1).

Public Hearings:

City Clerk Barb Stevens read the Public Hearing procedure for Open Record Public Hearings and noted the procedures would apply to agenda items regarding Ordinance Nos. 916, 917, 918, 919 and 920.

Public Hearing in consideration of second reading of Ordinance No. 916, Frontage Improvements Code Update:

Senior Planner Payne presented the staff report and reviewed that this is the second reading of Ordinance No. 916. Following the first reading of Ordinance 916 the ordinance was changed to reflect Council's direction to change the expiration of the sunset clause regarding no protest agreements to proposed local improvement districts (LID) from ten years to eight and to address corner lot circumstances. Ms. Payne also said that staff worked with the City Attorney's office on a waiver provision in the ordinance that would allow the provision to be retroactive to vested properties that have not been issued a certificate of occupancy so that those properties will be in compliance with this code amendment.

Councilmember Quigley objected to the developer being able to choose between payment of a fee in lieu of providing frontage improvements, or the no protest provision regarding any LIDs. Public Works Director Monken explained that money received as part of a fee in lieu of improvements could be applied to any sidewalk projects within the City. Councilmember Quigley also questioned the 100 foot reduction and urged a return to the 200 foot requirement for installation of sidewalks. Councilmembers Tageant, Low and Welch disagreed and said this ordinance is targeted to help people building single family residences, and not about developers.

In response to Councilmember Holder's question discussion ensued as to why the sunset clause on the LID no protest agreement was set at eight years instead of ten. Councilmember Holder wondered if paying the fee in lieu would be less of a burden to property owners, and Public Works Director Monken said this fee is fixed with no additional costs. Councilmember Holder expressed concern about creating a piecemeal situation for frontage improvements when the City is in need of more sidewalks.

Public Works Director Monken responded to Councilmember Quigley's concern regarding the exception to deviating from requiring a frontage improvement in the case where a safety issue is created when the improvement is completed.

Mayor Pro Tem Daughtry invited comments from the public, and there were none.

MOTION: Councilmember Welch moved, Councilmember Tageant seconded, to close the public comment portion of the hearing on Ordinance 916. Motion carried unanimously (6-0-0-1).

Councilmember Quigley would like more information on adding incentive language to the ordinance that would be a percentage of the estimated cost of a frontage improvement.

MOTION: Councilmember Low moved, Councilmember Tageant seconded, to close the public hearing on Ordinance 916. Motion passed (5-1-0-1).

MOTION: Councilmember Low moved, Councilmember Tageant seconded, to approve the second reading and adopt Ordinance 916 with the new Section 3 added, with the 100 foot waiver and with the eight year sunset clause for LID no protest agreement. Motion passed (5-1-0-1).

Public Hearing in consideration of 2014 Comprehensive Plan Amendments and Second Reading of Ordinances 917, 918 and 919. Senior Planner Sally Payne presented the staff report regarding the 2014 Comprehensive Plan Amendments which are City initiated, including two substantive text amendments and other minor administrative amendments to the Comprehensive Plan; additionally there are two citizen-initiated amendments to the land use map. The first reading for these items occurred at the September 22, 2014 Council meeting.

Senior Planner Wright reviewed the Kjorsvik and Huber map amendments under Ordinances 918 and 919 respectively. He said the proposed map amendments will change to commercial zoning, and reminded of possible traffic impacts and staff proposals to relieve these impacts. Mr. Wright then responded to Councilmembers' questions regarding proposed traffic impact solutions.

PUBLIC COMMENT: Henry Cussen, 5772 Vista Linda Lane, Boca Raton, Florida, a partner with the developer Mr. Kjorsvik, spoke in favor of the map amendment, Ordinance 918. The developer views this project as a good gateway project and believes the property lends itself to commercial development that will help to create job opportunities and a sustainable tax base for the City.

MOTION: Councilmember Tageant moved, Councilmember Welch seconded, to close the public comment portion of the hearing. Motion carried unanimously (6-0-0-1).

MOTION: Councilmember Tageant moved, Councilmember Welch seconded, to close the public hearing on Ordinances 917, 918 and 919. Motion carried unanimously (6-0-0-1).

MOTION: Councilmember Welch moved, Councilmember Low seconded, to approve the second and final reading and adopt Ordinance 917, 2014 Comprehensive Plan Update. Motion carried unanimously (6-0-0-1).

MOTION: Councilmember Holder moved, Councilmember Tageant seconded, to approve the second and final reading and adopt Ordinance 918, Kjorsvik Map Amendment. Motion carried unanimously (6-0-0-1).

MOTION: Councilmember Tageant moved, Councilmember Welch seconded, to approve the second and final reading and adopt Ordinance 919, Huber Map Amendment. Motion carried unanimously (6-0-0-1).

Public Hearing in consideration of Kjorsvik Rezone and second and final reading of Ordinance No. 920. Senior Planner Russ Wright presented the staff report and said that this is the second reading of Ordinance 920 regarding the Kjorsvik Rezone. He distributed a new version of Ordinance No. 920 with a minor change to the title recommended by the City Attorney's office. The first reading of Ordinance 920 was held on September 22, 2014. He then responded to questions by Councilmembers.

Mayor Pro Tem Daughtry invited Council discussion and there was none.

Mayor Pro Tem Daughtry invited public comment and there was none.

MOTION: Councilmember Welch moved, Councilmember Low seconded, to close the public comment portion of the hearing. Motion carried unanimously (6-0-0-1).

In response to Councilmember Holder's question regarding a previous developer agreement, Mr. Wright explained that the rezone will allow for a range of commercial businesses on a smaller scale in footprint and size of development. Neighbor comments regarding the proposed rezone relate to traffic, and one person stated he would like development to be high quality, similar to Mill Creek.

MOTION: Councilmember Tageant moved, Councilmember Welch seconded, to close the public hearing on Ordinance 920. Motion carried unanimously (6-0-0-1).

MOTION: Councilmember Low moved, Councilmember Welch seconded, to approve the second and final reading and adopt Ordinance 920 approving the Kjorsvik Rezone request. Motion carried unanimously (6-0-0-1).

Public Meeting:

Snowberry Final Plat Approval: Senior Planner Russ Wright reviewed the staff report and advised LSMC 14.18.035(a) requires that a public meeting be held and that the City Council accept the final plat known as Snowberry Court by motion. He then responded to Councilmembers' questions.

MOTION: Councilmember Tageant moved, Councilmember Welch seconded, to accept the final plat of Snowberry Court. Motion carried unanimously (6-0-0-1).

Action Items:

Second and Final Reading of Ordinance 921, Huber Rezone. Councilmember Low disclosed that his business has done business with one of applicant Huber's companies. .

Senior Planner Wright presented the Staff Report and said that this is the second and final reading of Ordinance 921 related to the Huber Rezone.

MOTION: Councilmember Welch moved, Councilmember Holder seconded, to approve the second and final reading and adopt Ordinance 921, related to the Huber Rezone. Motion carried unanimously (6-0-0-1).

Discussion Items:

Finance Director Barb Stevens distributed a 2015 Budget Fund Overview. She provided a preliminary budget presentation and responded to Councilmembers' questions.

Council Person's Business: Councilmember Tageant: Sewer Utility Committee; Councilmember Holder: Sewer Utility Committee; Councilmember Low: Health Board meeting.

Mayor's Business: None.

Staff Reports: City Administrator Berg: attended School Board meeting, met with Hans Dunshee regarding capital projects, AWC; Planning Director Ableman: updated on the Cavalero Park process; Public Works Director Monken: provided a sidewalk update for improvements between 8th and 12th along 91st, PSRC has unofficially notified of successful grant application for 20th SE between 91st & 83rd for redesign and right-of-way acquisition; Police Commander Taylor: Police Department is fully staffed; Human Resources Director Edin: updated on new staff city-wide.

Adjourn. Councilmember Tageant moved, Councilmember Low seconded, to adjourn the meeting at 9:02 p.m. Motion carried unanimously (6-0-0-1).

Kim Daughtry, Mayor Pro Tem

Kathy Pugh, Deputy City Clerk



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

Monday, October 27, 2014
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:01 p.m. by Mayor Vern Little

COUNCILMEMBERS PRESENT: Todd Welch, Suzanne Quigley, Kim Daughtry, Sam Low and John Spencer

COUNCILMEMBERS ABSENT: Kathy Holder, Marcus Tageant

STAFF MEMBERS PRESENT: City Attorney Cheryl Beyer, Planning Director Becky Ableman, Finance Director/City Clerk Barb Stevens, Public Works Director Mick Monken, Police Lieutenant Jeff Lambier, Deputy City Clerk Kathy Pugh, City Attorney Cheryl Beyer, Civil Engineer Adam Emerson, Administrative Assistant Amanda Wells, Associate Planner Stacie Pratschner, and Permit Specialists Jill Meis and Casey Howell

OTHERS:

Excused Absence: Councilmember Welch moved, Councilmember Low seconded, to excuse Councilmembers Holder and Tageant. Motion carried unanimously (5-0-0-2).

New Employee Introductions: Public Works Director Monken introduced new public works employees Adam Emerson, Civil Engineer, and Amanda Wells, Administrative Assistant. Planning Director Rebecca Ableman introduced new Planning Department staff Stacie Pratschner, Associate Planner, and Jill Meis and Casey Howell, Permit Specialists.

Mayor Little removed Action Item B, Professionals Services Agreement with Keating Bucklin & McCormack and the scheduled Executive Session from the agenda.

Guest Business: Sara Kylany and Lilly Hannigan, 8121 2nd Place SE, invited Councilmembers to participate in DECA Week of November 17-21 at Lake Stevens High School by coming to the DECA store on November 17 between 10:30 and 11:00 a.m. to see the store and the students' hard work.

Forest LaFave, 12202 #4 North Lakeshore Drive, is opposed to proposed development by Williams Investments of a large-scale project next to North Cove Park because of probable negative impacts to the adjacent salmon stream.

Kathie Edney, 12202 #3 North Lakeshore Drive, is opposed to development by Williams Investments proposed development next to North Cove Park; she is concerned about negative impacts of development to the salmon stream, the lake and the community as a whole.

Boy Scout Andrew Spangler introduced Troop 42 and said the troop is attending tonight's meeting as part of a merit badge project.

Consent Agenda:

There was consensus to remove (B) City Council regular meeting minutes of October 13, 2014 from the consent agenda for the purposes of discussion and possible corrections.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to approve the Consent Agenda: (A) 2014 vouchers [Payroll Direct Deposits for 10/15/2014 of \$141,280.16, Payroll Checks 37549-37550 of \$6,541.39, Tax Deposit(s) for 10/15/2014 of \$60,210.26, Electronic Funds Transfers for ACH of \$3,684.45, Claims Checks 37551-37599 for \$32,500.75, Void Check 37307 of \$215.73, Total Vouchers Approved: \$244,001.28] and (C) Amendment No. 3 to ILA with Lake Stevens School District for School Resource Offices. Motion passed unanimously (5-0-0-2).

(B) City Council regular meeting minutes of October 13, 2014: Councilmember Low requested corrections to the minutes at pages 13 and 18 of the agenda packet; with regard to the fourth paragraph on page 18 of the agenda packet, Councilmember Quigley requested staff review the meeting recording to ensure the discussion is accurately reflected.

Resolution 2014-8 Declaring an Emergency and Authorizing the Mayor to Enter into a Contract for the Removal of Dangerous Trees. Public Works Director Mick Monken presented the staff report and said that Kenny Tree Inc. was retained to remove the dangerous trees. The work is scheduled for completion by October 28, 2014 for a total contract price of \$4,700. The increase in the cost is due to the contractor recommendation to remove an additional tree after viewing the site. He then responded to questions by Councilmembers.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to approve Resolution 2014-8 declaring an emergency exists and authorizing the Mayor to sign a contract in the amount of \$4,700 for removal of city-owned trees posing an imminent danger to private property. Motion passed unanimously (5-0-0-2).

2014 Budget Amendment #4 – Ordinance 924. Finance Director Barb Stevens presented the staff report and Ordinance 924 amending the 2014 budget. She then responded to Councilmembers' questions. There was consensus to place Ordinance 924 on the Consent Agenda for the November 10, 2014 Council meeting.

2015 Preliminary Budget Presentation. Finance Director Barb Stevens provided a preliminary budget review for fiscal year 2015 and responded to Councilmembers' questions. There was discussion regarding the 2015 staffing analysis and plan, and funding of sidewalks and parks acquisition.

Council Person's Business: Councilmembers reported on the following meetings: Low: Fire Commission, EASC; Councilmember Daughtry: Wellness Committee, SCCIT, SCT steering committee meeting and City of Bothell.

Mayor's Business: Mayor: VOA Fundraiser, Planning Commission, Transportation tour.

Staff Reports: Staff reported on the following: Planning Director Ableman: Meeting being scheduled with Bothell re public-private partnerships; Washington Regional Tourism Alliance, Planning Commission; Park Board, Cavalero Park Planning Committee, requests direction from Council regarding Frontier Heights Park and applying for CDBG funds to acquire or securing a

long-term lease of the park. There was consensus from Council to proceed with the CDBG grant application.

Public Works Director Monken: boat launch repair, 20th Street SE road widening project, the developer has agreed to voluntarily make improvements to 101st Avenue NE following concerns expressed by residents being impacted by the development.

Adjourn. Councilmember Daughtry moved, Councilmember Welch seconded, to adjourn the meeting at 8:18 p.m. Motion carried unanimously (5-0-0-2).

Vern Little, Mayor

Kathy Pugh, Deputy City Clerk



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

Monday, November 3, 2014
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:00 p.m. by Council President Kim Daughtry.

COUNCILMEMBERS PRESENT: Todd Welch, Suzanne Quigley, Kathy Holder, Kim Daughtry, Marcus Tageant, and Sam Low

COUNCILMEMBERS ABSENT: John Spencer, Mayor Vern Little

STAFF MEMBERS PRESENT: City Administrator Jan Berg, Planning Director Becky Ableman, Finance Director/City Clerk Barb Stevens, Public Works Director Mick Monken, Police Commander Dennis Taylor, Human Resource Director Steve Edin

OTHERS:

Council discussed the following: 2015 budget and staffing plan.

Adjourn. 8:24 p.m.

Kim Daughtry, Council President

Barb Stevens, City Clerk



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: November 10, 2014

Subject: 2014 Budget Amendment #4

Contact Person/Department: Barb Stevens - Finance **Budget Impact:** Yes

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Ordinance No. 924 Amending Budget Ordinance No. 904

SUMMARY/BACKGROUND:

Throughout the year the City Council authorizes various purchase requests and agreements. At the time of authorization, the budget impact is presented to the Council as part of the information required in order for the Council to make an informed decision. The budget amendment follows to adjust the specific line items that will be affected by purchase, contract award, or staffing change. Detailed explanations of the changes requested are described below:

No changes have been made since presented to Council on October 27th, 2014

Capital Project Developer Contribution Fund - 301

The increase in expenditures in the amount of \$2,000 is for costs related to securing the 20th Street TIB Grant. For this project, the State is the CA agency and needs to take part in the process. This cost is for time spent by the State during the application and interviewing process. The ending fund balance reflects the changes.

Computer Equipment Fund – 510

The increase in expenditures in the amount of \$14,000 is for the Permit Center printer/copier included in the 2015 requests. The need for this item is more immediate than originally considered as it continually breaks down causing delays and additional work for the Planning and Public Works Departments. The ending fund balance reflects the changes.

Police Equipment Fund – 520

The increase in expenditures in the amount of \$20,000 is the additional amount needed in 2014 to purchase one of the three police vehicles included in the 2015 requests. Due to the recent damage of two police vehicles, the department is need of the vehicles immediately. The ending fund balance reflects the changes.

APPLICABLE CITY POLICIES:

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

BUDGET IMPACT:

The budget ordinance will amend the beginning and ending balances, and revenues and expenditures in the funds set forth in the ordinance.

ATTACHMENTS:

► Ordinance 924

**CITY OF LAKE STEVENS
 LAKE STEVENS, WASHINGTON
 ORDINANCE NO. 924**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE 2014 BUDGET AS SET FORTH IN ORDINANCE NO. 904 CONCERNING FUND BALANCES AND EXPENDITURES FOR VARIOUS FUND BALANCES FOR THE YEAR 2014.

WHEREAS, the City of Lake Stevens adopted the 2014 budget pursuant to Ordinance No. 904; and

WHEREAS, the City of Lake Stevens will incur expenditures in categories and amounts other than anticipated in the adopted 2014 budget;

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

SECTION 1. The 2014 budget, as adopted in Ordinance No. 904, is hereby amended as follows:

<i>Fund</i>	<i>Description</i>	<i>Current Budget</i>	<i>Amended Budget</i>	<i>Amount of Inc/(Dec)</i>	<i>ExpRev</i>
301 - Cap. Proj - Dev. Contrib	Expenditures	\$0	\$2,000	\$2,000	Exp.
301 - Cap. Proj - Dev. Contrib	Ending Fund Balance	\$3,116,186	\$3,114,186	(\$2,000)	EndBal.
510 - Equip Fund - Computer	Expenditures	\$75,398	\$89,398	\$14,000	Exp.
510 - Equip Fund - Computer	Ending Fund Balance	\$102,875	\$88,875	(\$14,000)	EndBal.
520 - Equip Fund - Police	Expenditures	\$121,700	\$141,700	\$20,000	Exp.
520 - Equip Fund - Police	Ending Fund Balance	\$266,871	\$246,871	(\$20,000)	EndBal.

SECTION 2. Except as set forth above, all other provisions of Ordinance 904 shall remain in full force, unchanged.

SECTION 3. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in force five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 10th day of November, 2014.

 Kim Daughtry, Mayor Pro Tem

ATTEST/AUTHENTICATION:

 Barb Stevens, Finance Director/City Clerk

APPROVED AS TO FORM:

First and Final Reading: November 10, 2014
 Published:
 Effective:

 Grant Weed, City Attorney

ORDINANCE NO. 924



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: November 10, 2014

Subject: Setting Property Tax Levy and Collection for 2015

Contact Person/Department: Barb Stevens - Finance Director **Budget Impact:** Yes

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Ordinance No. 926 authorizing collection of property tax levy for 2015 and setting the property tax levy.

SUMMARY/BACKGROUND:

The County Assessor requires cities to submit an ordinance to them by November 30th each year authorizing the County to collect property taxes on behalf of the city. The ordinance is to state the percentage of increase requested by the City. As of this date the County has only preliminary dollar figures available for new construction and state-owned utilities so the total dollar amount levied may change. Because the City has annexed into the Library and Fire Districts, the City is capped at the “unused” portion of \$3.60. The Library is allowed up to \$0.50, the Fire District is allowed up to \$1.50, leaving the City with the remaining funds, usually \$1.60. If the other Districts do not levy the full amounts, the remaining portions can be levied by the City.

In 2012 and 2013, the assessed property values (AV) within the Lake Stevens city limits decreased significantly bringing the City’s levy rate to its cap at \$1.60/\$1,000 of AV, reducing the amount of property tax allowed to be levied and consequently, “banking capacity” to be levied at a later date. In 2014, the AV increased approximately 8% bringing the City’s levy rate below the cap and allowing for use of the “banked capacity” up to the cap. This “banked capacity” allowed the city to make-up part of lost property tax revenues from prior years. The 2015 preliminary AV shows an approximate increase of 14%, this will continue to bring down the levy rate below the cap allowing for use of the remaining “banked capacity.”

The ordinance authorizes the Snohomish County Assessor to collect property taxes on behalf of the City of Lake Stevens on properties within the city limits. The ordinance includes an estimated 16% increase over the 2014 regular levy due to the amount of banked capacity in the prior years.

APPLICABLE CITY POLICIES:

Per RCW 84.52.020 and RCW 84.52.070 the legislative body must set property tax levies.

BUDGET IMPACT:

The ordinance will set the 2015 property tax levy and contribute revenue to the general and street funds.

ATTACHMENTS:

- ▶ Exhibit A: Ordinance No. 926

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 926

AN ORDINANCE OF THE CITY OF LAKE STEVENS LEVYING TAXES UPON ALL PROPERTY – REAL, PERSONAL AND UTILITY, SUBJECT TO TAXATION WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE STEVENS, WASHINGTON FOR THE YEAR 2015.

WHEREAS, THE CITY COUNCIL OF LAKE STEVENS DESIRES TO SET THE PROPERTY TAX LEVY FOR 2015;

WHEREAS, THE CITY COUNCIL OF LAKE STEVENS HAS GIVEN NOTICE AS REQUIRED BY LAW OF THE PUBLIC HEARING HELD NOVEMBER 10, 2014, TO CONSIDER THE CITY'S CURRENT EXPENSE BUDGET FOR THE 2015 CALENDER YEAR, PURSUANT TO RCW 84.55.120; AND

WHEREAS, THE CITY COUNCIL OF LAKE STEVENS, AFTER HEARING AND AFTER DULY CONSIDERING ALL REVELENT EVIDENCE AND TESTIMONY PRESENTED, DETERMINED THAT THE CITY OF LAKE STEVENS REQUIRES A REGULAR LEVY IN THE AMOUNT OF \$4,400,000, WHICH INCLUDES AN INCREASE IN PROPERTY TAX REVENUE FROM THE PREVIOUS YEAR, AND AMOUNTS RESULTING FROM THE ADDITION OF NEW CONSTRUCTION AND IMPROVEMENTS TO PROPERTY AND ANY INCREASE IN THE VALUE OF STATE-ASSESSED PROPERTY, AND AMOUNTS AUTHORIZED BY LAW AS A RESULT OF ANY ANNEXATIONS THAT HAVE OCCURRED, AND REFUNDS MADE, IN ORDER TO DISCHARGE THE EXPECTED EXPENSES AND OBLIGATIONS OF THE CITY AND IN ITS BEST INTEREST;

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

Section 1. An increase in the regular property tax levy is hereby authorized for the 2015 levy in the amount of \$599,374 which is a percentage increase of 16% from the previous year. This increase is exclusive of additional revenue resulting from the addition of new construction and improvements to property and any increase in the value of state assessed property, and any additional amounts resulting from annexations that have occurred and refunds made as provided by RCW 84.55.010.

Section 2. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in force five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 10th day of November, 2014.

Kim Daughtry, Mayor Pro Tem

ATTEST/AUTHENTICATION:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant Weed, City Attorney

First and Final Reading: November 10, 2014

Published:

Effective Date:



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: November 10, 2014

Subject: Appointment of Salary Commissioners Duerr, Fernalld and Kirk.

Contact Person/Department: Steve Edin/Human Resources

Budget Impact: None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Confirm the appointment of Mike Duerr, Sue Fernalld and Brent Kirk to the newly formed Lake Stevens Citizen's Commission on Salaries (Lake Stevens Salary Commission).

SUMMARY/BACKGROUND: On August 25, 2014, City Council passed Ordinance #914 establishing a new Salary Commission for the City of Lake Stevens. Forming the new Commission included establishing an application process for volunteers. Recruitment for volunteers started in September 2014 with three candidates applying. On October 28, 2014 and October 31, 2014, Council President Daughtry, Human Resources Director Edin and Mayor Little interviewed the candidates and found all three to bring a wealth of relevant knowledge to the Commission. Human Resources continues to recruit for the other two vacancies on the Commission.

APPLICABLE CITY POLICIES: Lake Stevens Ordinance #914, Lake Stevens Municipal Code Chapter 2.51 and RCW 35.21.015.

BUDGET IMPACT: None

ATTACHMENTS:

- ▶ Exhibit A: Mayor's Memorandum to City Council.
- ▶ Exhibit B:
- ▶ Exhibit C:

**Office of the Mayor
Vern Little**



Memorandum

Date: November 10, 2014
To: Lake Stevens Council Members
From: Mayor Vern Little 
RE: Appointment of Salary Commissioners

City staff began seeking applicants for the newly formed Lake Stevens Citizens' Commission on Salaries back in September 2014. Three candidates have applied for the five vacant positions. On October 28, 2014 and October 31, 2014, Council President Daughtry, Human Resources Director Edin and I interviewed the three candidates. After careful consideration, it is my recommendation that the Lake Stevens City Council confirm my appointment of the following candidates:

1. Mike Duerr

Mr. Duerr has been a resident of the City of Lake Stevens since 2005. He currently serves in the Human Resources Department for the City of Everett. Mr. Duerr has extensive experience in classification and compensation analysis. Mr. Duerr is also a member of the Society for Human Resources Management.

2. Sue Fernald

Ms. Fernald has been a resident of the City of Lake Stevens since 2006. She is a retired Budget Analyst from Bellevue College. Ms. Fernald has extensive experience with salary and benefit calculations for salaried positions. Ms. Fernald has volunteered in the past with United Way of Snohomish County and Lake Stevens AquaFest.

3. Brent Kirk

Mr. Kirk has been a resident of the City of Lake Stevens since 2007. He currently serves as City Administrator/Public Works Director for the City of Granite Falls and has many years of experience working in the Public Sector. Mr. Kirk currently serves as a Lake Stevens Sewer District Commissioner.

All three candidates bring a wealth of relevant knowledge to this Commission. Volunteer applications are available at City Hall, if any Council Member should wish to review them.

Thank you for your consideration.

VL;sre



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 11/10/14

Subject: Interlocal Agreement for Jail Services (Snohomish County)

Contact Person/Department: Chief Dan Lorentzen Budget Impact: Yes

SUMMARY: The current agreement with the Snohomish County Jail expires on December 31, 2014. The Lake Stevens Police Department utilizes the county jail for felony offense bookings and misdemeanor offenses when the Marysville City Jail is at capacity or sentencing exceeds 30 days and subjects in custody can no longer be held at the Marysville Jail and its other contracted facilities.

This agreement includes an increase in the booking and the daily maintenance fees each year of the contract. These costs are being implemented to all cities that contract with Snohomish County for jail services, as they reflect their costs to provide the service.

The Marysville City Jail will continue to be our primary facility for misdemeanor offenses and we believe our proposed 2015 budget will be able to absorb these increases. In future budgeting we will adjust the jail budget accordingly as we monitor the costs associated with utilizing the jail services with Snohomish County.

ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign the Interlocal Agreement for Jail Services with Snohomish County.

BUDGET IMPACT: Jail Fee Comparison

Marysville:

2014 Booking fee:	\$42.32	Daily fee:	\$63.23
2015 Booking fee:	\$43.27*	Daily fee:	\$64.65*
2016 Booking fee:	\$44.24*	Daily fee:	\$66.10*

*based off 2.25% increase in the ILA for each year

Snohomish Co. fees:

2015 Booking fee:	\$95.94	Daily fee:	\$84.00-\$201.00
2016 Booking fee:	\$115.00	Daily fee:	\$88.50-\$212.00
2017 Booking fee:	\$118.45**	Daily fee:	\$93.50-\$223.25

Additional fee rates for other services are listed in this agreement

**based off 3.0% maximum increase in the ILA for 2017

RECOMMENDATION(S): Authorize the Mayor to sign the Interlocal Agreement for Jail Services with Snohomish County.

COUNCIL PROCESS/ACTION:

- ▶ Presentation by: Chief Dan Lorentzen
 - ▶ Comments (proponent) by:
 - ▶ Comments from the audience:
 - ▶ Council Discussion/Action:
-

ATTACHMENTS:

- ▶ Exhibit A: Interlocal Agreement for Jail Services.
-

**INTERLOCAL AGREEMENT FOR JAIL SERVICES
BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS**

This INTERLOCAL AGREEMENT FOR JAIL SERVICES BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS (this "Agreement"), is made and entered into this ___ day of _____, 2014, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF LAKE STEVENS, a municipal corporation of the State of Washington (the "City") pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW.

RECITALS

A. The County currently maintains and operates a correctional facility known as the Snohomish County Corrections Bureau (the "Jail"). In order to assist other jurisdictions, the County from time to time will enter into interlocal agreements to confine in the Jail persons from other jurisdictions.

B. The County and City each have the statutory power and authority to maintain and operate a correctional facility and to confine inmates therein.

C. The City from time to time desires to confine in the Jail persons who have been arrested, detained or convicted by the City of criminal offenses (the "City Inmates"), and the County is willing to furnish its Jail facilities and personnel in exchange for payment from the City of fees and costs, all as more fully described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Purpose of Agreement. This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW. The purpose and intent of this Agreement is for the County and the City to work together efficiently and effectively in order that the County may provide the City with Jail Services (the "Services"), as defined in Section 4 below, based on the rules and conditions set forth in the Jail's policies, procedures, rules and regulations and in this Agreement and any attachments hereto.

2. Effective Date and Duration. This Agreement shall not take effect unless and until it has been duly executed by both Parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2017, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional three (3) year terms by written notice from the County to the City, PROVIDED FURTHER that each Party's obligations after December 31, 2014, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance

with applicable law.

3. Administrators. Each party to this Agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer such party’s participation in this Agreement. The parties’ initial Administrators shall be the following individuals:

County’s Initial Administrator:

Rob Beidler, Corrections Bureau Chief
Snohomish County Sheriff’s Office
Corrections Bureau
3000 Rockefeller Avenue M/S 509
Everett, Washington 98201

City’s Initial Administrator:

Dennis Taylor, Commander
Lake Stevens Police Department
2211 Grade Road
Lake Stevens, WA 98258

Either party may change its Administrator at any time by delivering written notice of such party’s new Administrator to the other party.

4. Scope of Services. As described in this Section 4 and subject to the conditions set forth in Section 5 below, the County will accept City Inmates for purposes of confinement, correction, punishment and/or rehabilitation, and hold such City Inmates until such time as they are lawfully discharged from custody pursuant to law, the terms of a judicial Order of Commitment, and/or returned to the custody of the City:

4.1 Effect of Ordinance, Policies, Procedures, Rules and Regulations. The Jail will be administered by the County in accordance with the ordinance, policies, procedures, rules and regulations of the County and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of county jails. The City and City Inmates shall be subject to the County’s ordinances, policies, procedures, rules and regulations relating to Jail operations, including any emergency security rules imposed by the County’s Administrator, PROVIDED, HOWEVER, that nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the County except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the City, its judicial and law enforcement agencies, to the County of the duty of supervise City Inmates.

4.2 City Access to City Inmates. The City, its officers, employees, or agents, may interview City Inmates inside the confines of the Jail subject to necessary operational and security rules and regulations. Interview rooms will be made available on an equivalent basis to all jurisdictions with inmates in confined in the Jail.

4.3 Transport of City Inmates. The City shall provide or arrange for transportation and security of its inmates to and from the Jail except when (a) the County determines, in its sole discretion, that emergency transportation is necessary in order to secure medical and/or psychiatric evaluation or treatment, or (b) the County determines, in its sole discretion, that transportation is required to support the orderly operation of the Jail. The City

shall provide the County with at least twenty-four (24) hours' notice prior to transporting a City Inmate from the Jail.

4.4 Video Court. Upon request, the County will provide the City with use of the Jail's "Video Court" services, which include, by way of example but not by way of limitation, the following types of services: use of County video camera(s), audio technology, and the video courtroom facility; scheduling inmates for appearances by video; and transporting inmates to and from the video courtroom; PROVIDED, HOWEVER, that the County shall have no liability or obligation for the installation, operation, maintenance, inspection, repair or replacement of the Video Court equipment operated by the City on City property. Appearances made by video shall be scheduled only between the hours of 8:30 am and 4:00 pm, Monday through Friday each week. The County shall have discretion to set the date, time and duration of the City's Video Court. The County will provide the City with a Video Court Schedule no later than ten (10) days after execution of this Agreement. The County may change the City's Video Court Schedule by providing the City with at-least thirty (30) days written notice. The County will deliver the City's Inmate(s) to the video courtroom by at least thirty (30) minutes prior to the City Inmate(s) hearing time so that the City Inmate(s) may prepare for the hearing and meet with his or her respective attorney(s). The City shall provide the County with all paperwork requiring the signature of City Inmate(s) at least thirty (30) minutes before the start of the City's scheduled Video Court time. In the event of a technical problem that the Parties are unable to repair in a timely manner, the Parties shall work together to reschedule the impacted hearings to be reheard within two (2) judicial days.

4.5 Health Care of City Inmates. The County is hereby granted the authority to seek necessary medical, dental and mental health services for City Inmates without consulting with the City. The County shall notify the City prior to seeking treatment, unless immediate treatment is required, in which case, the County will notify the City as soon after the event as reasonably possible. During "Normal Business Hours, defined as Monday through Friday, from 8:00 a.m. to 5:00 p.m., the City's point of contact for City Inmate health issues will be as follows:

Commander Dennis Taylor
Lake Stevens Police Department
2211 Grade Road
Lake Stevens, WA 98258
(425) 377-3200

Outside Normal Business Hours, the City's point of contact for City Inmate health issues will be as follows:

Commander Dennis Taylor
(425) 754-2786

Any failure or error by the County to provide the City with proper notification of medical, dental and/or mental health services delivered to a City Inmate shall in no way excuse full, complete and timely payment by the City under Section 6 of this Agreement. The City and the County will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and County policies and procedures regarding HIPAA.

4.6 Community Corrections. As provided in this Section 4.6 and the Jail's policies and procedures, City Inmates confined to the Jail may serve their time in a Community Corrections Program.

4.6.1 The term "Community Corrections Program" includes Electronic Home Detention, Work/Education Release and Work Crew, as those programs are defined in the Jail's policies and procedures.

4.6.2 Except where a City Inmate is confined in the Jail at the request of multiple jurisdictions of which not all have executed an interlocal agreement in substantially the same form as this Agreement, a City Inmate is eligible to participate in a Community Corrections Program if he or she has been (a) screened by the County and the County has found that the City Inmate meets all statutory and program eligibility requirements, and (b) ordered into a Community Corrections Program by the City's municipal court or other judicial agency.

4.6.3 A City Inmate may be terminated from a Community Corrections Program if: (a) the City municipal court or other judicial agency order the City Inmate terminated from the Program or otherwise amends its earlier order; (b) the County determines, in its sole discretion, that the City Inmate is no longer eligible for the Program, in which case the County will provide notice of such to the City and/or the City's municipal court or other judicial or law enforcement agency within twenty-four (24) hours of the termination. Upon termination from a Program, a City Inmate already in the custody of the County shall be confined in the Jail to serve the remainder of his or her term of confinement. If the City Inmate is not yet in the County's custody at termination, he or she will be the immediate responsibility of the City for all purposes, including, but not limited to, the duty to apprehend.

4.7 Administrative Booking. Upon request by the arresting officer or the City's Administrator and when not otherwise prohibited by statute, court rule or court order, the County shall administratively book and immediately release a City Inmate. The County further reserves the right to administratively book and immediately release a City Inmate when, in the sole discretion of the County's Administrator, the County is unable to accept the City's Inmate for housing and when such action is not otherwise prohibited by statute, court rule or court order.

5. Conditions of Acceptance of City Inmates. The County shall provide Services to the City subject to the conditions set forth in this Section 5. Should the County, in its sole discretion, decline to accept or retain custody of a City Inmate for any of the reasons identified in this Section 5, the County shall notify the arresting officer in person or the City's judicial or law enforcement agency of the non-acceptance and the reason for the non-acceptance. Notification

may be made immediately to the arresting officer in person but in any case will be provided no later than 5:00 p.m. the next business day as follows:

Commander Dennis Taylor
Lake Stevens Police Department
2211 Grade Road
Lake Stevens, WA 98258
(425) 377-3200

Acceptance of a City Inmate into the Jail shall be conditioned upon the following:

5.1 Obligation to Abide by Policies and Procedures. The City, its officers, employees and agents shall follow all Jail policies and procedures.

5.2 Documentation for Legal Basis for Confinement. Absent proper documentation providing a legal basis for confining the City Inmate, the County will have no obligation to receive the City Inmate into custody. Proper documentation for purposes of this section means an arrest warrant, judicial Order of Commitment, other order of a court of competent jurisdiction, or a properly completed Notice of Arrest.

5.3 Health Care Clearance. The County will have no obligation to receive into custody or retain custody of a City Inmate absent a determination, on an ongoing basis, by Jail staff that the City Inmate (a) is medically and psychiatrically able to be housed in the Jail, and (b) does not need medical and/or psychiatric attention that would require treatment at a hospital or other type of health care facility. At all times, the County's Administrator shall have final authority to determine whether a City Inmate is medically and/or psychiatrically fit for Jail.

5.4 Population Limits. The County shall have the right to return City Inmates to City custody if the Jail reaches the maximum allowable population level (the "MAPL"). The MAPL refers to the greatest number of inmates that can be held in the Jail in a safe, secure, and humane manner. The Snohomish County Sheriff or his or her designee shall determine, in his or her sole discretion, the MAPL. Every effort will be made to manage the MAPL, including booking restrictions. In the event that the MAPL is reached and the County determines that inmates must be removed from the Jail, priority for removal shall be as follows:

- (a) Inmates from out-of-county jurisdictions in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with the County; then
- (b) Inmates from in-county jurisdictions, including the City, in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with the County; then
- (c) Inmates confined on Snohomish County charges or commitments.

The County's Administrator shall have final authority on MAPL reduction measures, and in the event the County determines that City Inmates shall be removed from the Jail according to this priority schedule, the County will provide the City fourteen (14) days' notice to remove City

Inmates.

5.5 Earned Early Release. The County will release City Inmates in accordance with Chapter 9.94A RCW.

6. Payment by City.

6.1 Proportional Billing. The County employs proportional billing practices when invoicing jurisdictions for Services. Attached hereto as Exhibit A and incorporated herein by this reference is an explanation of the County's proportional billing practices. Commensurate with these practices, the City shall be invoiced only its proportionate share of the applicable Fees and Costs, as defined in Section 6.2 below, for a City Inmate under either of the following circumstances:

6.1.1 The City Inmate (a) Is being held on criminal misdemeanor or gross misdemeanor charge(s) (whether or not formally arraigned) or on a warrant or court order issued by the City's municipal court, (b) Is not being held on any active County felony charge, and (c) Cannot be removed by a Federal agency without regard to local charges; OR

6.1.2 The City Inmate is being held (a) On criminal misdemeanor or gross misdemeanor charge(s) (whether or not formally arraigned) or on a warrant or court order issued by the City's municipal court, and (b) By the State of Washington for violation of the Offender Accountability Act, and the City has declined to transfer custody to the State of Washington.

6.2 Fees and Costs.

6.2.1 The County shall invoice the City a "Booking Fee" for each City Inmate for whom the County provides Services. For purposes of this Agreement, "Booking" means the act of registering, screening, and examining inmates for confinement in the Jail; Administrative Booking pursuant to Section 4.7; inventorying and safekeeping inmates' personal property; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing an inmate for confinement. As of the Effective Date, the current Booking Fee is as follows:

2014 Booking Fee
\$95.94

Subject to any adjustments consistent with Section 6.2.3 below, the Booking Fee beginning January 1, 2015, shall increase as follows:

2015 Booking Fee
\$115.00

Further or additional increases in the Booking Fee beginning January 1, 2016, and each year thereafter shall be calculated pursuant to Section 6.2.3.

6.2.2 The County shall invoice the City a per calendar day “Daily Maintenance Fee” for each City Inmate for whom the County provides Services. For 2014, the Daily Maintenance Fee for all City Inmates is as follows:

2014 Daily Maintenance Fee
\$66.63

Beginning January 1, 2015, the Daily Maintenance Fee shall be calculated based on the housing assignment of the City Inmate as determined by Jail staff pursuant to Jail policies and procedures. Except as where otherwise provided in this Agreement, the housing assignment of a City Inmate is subject to change at any time without notice to the City. Subject to any adjustments consistent with Section 6.2.3 below, the Daily Maintenance Fee for 2015 through 2017 shall be calculated as follows:

Housing Assignment	2015 Daily Maintenance Fee	2016 Daily Maintenance Fee	2017 Daily Maintenance Fee
General Population	\$84.00	\$88.50	\$93.50
Medical and Specialty	\$132.50	\$140.00	\$147.25
Mental Health	\$201.00	\$212.00	\$223.25
Work Release/Work Crew	\$50.00	\$55.00	\$60.00
Electronic Home Detention	\$22.00	\$27.00	\$32.00

Should the parties renew this Agreement beyond December 31, 2017, additional annual increases shall be calculated pursuant to Section 6.2.3.

6.2.3 The Booking Fee and Daily Maintenance Fee shall increase on January 1 of each calendar year during the term of this Agreement by a rate equal to ninety percent (90%) of the Bureau of Labor Statistics Consumer Price Index (Urban Wage Earners) for the Seattle-Tacoma-Bremerton area, measured from June of the prior year to June of the current year, PROVIDED, HOWEVER, that in no event shall the increase be greater than three percent (3%) per calendar year. The County shall provide the City notice of the Booking Fee and Daily Maintenance Fee increases by August 1 of each year.

6.2.3 The County shall invoice the City for all costs incurred for necessary medical, dental, or mental health services to City Inmates, including, but not limited to, all medication, durable medical equipment, ambulance fees, and medical, dental, and mental health services provided outside the Jail (the “Medical Costs”). The Medical Costs do not include routine medical examinations, tests, procedures performed at the Jail by Jail staff or contractors. In addition, the Medical Costs do not include expenses not covered by the City Inmate’s health insurance and/or public assistance for injuries suffered while in the custody of the County. The County will credit amounts

received from the City Inmate's own health insurance and applicable public assistance before billing the City.

6.2.4 The County shall invoice the City a "Video Court Fee" for each scheduled hour of Video Court time. As of the Effective Date, the current Video Court Fee per hour is as follows:

Video Court Fee
\$115.50

The County may increase the Video Court Fee upon thirty (30) days' notice to the City.

6.3 Invoicing and Payment. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the parties. Where complete payment is not tendered within thirty (30) days of the invoice date, the County may charge interest on the outstanding balance at a rate equal to the interest rate on the monthly County investment earnings. Should the City wish to dispute the amount of a particular invoice, it will (a) make complete and timely payment on the outstanding balance, and (b) deliver written notice of the dispute to the County within thirty (30) days of the invoice date. Failure to properly notify the County of any disputed amounts within thirty (30) days of the invoice shall constitute an acceptance by the City of all charges contained therein. Within fifteen (15) days of timely receipt of payment and the City's written notice of dispute, the County shall review the disputed invoice. Should the County resolve the dispute in favor of the City, the disputed amounts will be credited towards the City's next billing cycle, PROVIDED, HOWEVER, that upon termination of this Agreement, the County shall pay out to the City any such credited amounts. Withholding payment of any amount billed, regardless of whether the City has provided timely written notice of a disputed invoice, will constitute a default under Section 11 of this Agreement.

6.4 Records. Each party may examine the other party's books and records to verify charges. The County shall maintain accurate time and accounting records related to the Services for a period of three (3) years following final payment.

7. **Indemnification/Hold Harmless.**

7.1 City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

7.2 County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

7.3 Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

8. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Insurance. Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

10. Compliance with Laws. In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. Default and Remedies.

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have fifteen (15) days

after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (“Default”) under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said fifteen (15) day period, then the non-performing party shall not be in Default if it commences cure within said fifteen (15) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity. In addition, if the City fails to make payment on an outstanding invoice within the time to cure and the City has not disputed the invoice as provided in Section 6.3, the City shall have no further right under this Agreement to deliver custody to or otherwise house City Inmates at the Jail and shall, at the County’s request, remove all City Inmates from the Jail within fourteen (14) days of notice to do so. Thereafter, the County may, in its sole discretion, accept City Inmates to the Jail if all outstanding invoices are paid.

12. Early Termination.

12.1 Termination by the County. Except as provided in Section 12.3 below, the County may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days advance written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination by the City. The City may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days advance written notice to the County and the Washington State Office of Financial Management. The termination notice shall specify the date on which the Agreement shall terminate, the grounds for termination, and the specific plans for accommodating the affected jail population.

12.3 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by the County immediately by delivering written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

12.4 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 12, the City shall pay the County for all Services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs. No payment shall be made by the City for any expense incurred or Services performed following the effective date of termination unless authorized in writing by the City.

13. Dispute Resolution. In the event differences between the Parties should arise over the terms and conditions of this Agreement, the Parties shall use their best efforts to resolve those differences through their Administrators on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected

by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

14. Notices. All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other

persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

15.10 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

15.11 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.12 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.13 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

15.14 Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that party will be excused

from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

15.15 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

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

COUNTY:

CITY:

Snohomish County, a political subdivision of the State of Washington

City of Lake Stevens, a Washington municipal corporation

By _____
Name: John Lovick
Title: County Executive

By _____
Name: _____
Title: _____

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

Approved as to Indemnification and Insurance:

Risk Management

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EXHIBIT A

Proportionate Billing

The County uses a proportional billing process to calculate fees and charges for each inmate. As a result, if multiple jurisdictions have an open charge on an individual inmate, the jurisdictions will each share equally the fees and costs as long as an open charge persists for that jurisdiction. When a contracting jurisdiction's charge is closed, that jurisdiction drops from the proportional billing process, and the proportional billing is recalculated without that jurisdiction.

Each day the County shall examine the open charges for each active booking and apply uniform rules for determining billable charges and identifying the billable jurisdiction.

The procedure employed by the County for determining the billable charges and responsible jurisdictions is outlined below and references the County's internal billing system. The procedure continues in sequence through the outlined series of steps only so far as needed to isolate a billable charge and determine the jurisdiction responsible for payment.

1. Select "All Felony Charges."
 - a. If there is more than one felony charge or if there is one felony charge and a Washington State Department of Corrections (the "DOC") hold, go to Step 2.
 - b. If there is one felony charge but no DOC hold, do not invoice.
 - c. If there are no felony charges, go to Step 3.
2. Select "Arresting Agency DOC-Parole-Olympia."
 - a. If there are no other arresting agency charges and all felony charges are with DOC, invoice DOC.
 - b. If there is a DOC hold and additional local charges (that is, charges from jurisdictions that have an interlocal agreement for jail services with the County), do not invoice.
 - c. If there is a DOC hold and non-local additional charges (that is, charges from jurisdictions that do not have an interlocal agreement for jail services with the County), invoice DOC.
3. Select "All Misdemeanor Charges."
 - a. If there is only one misdemeanor charge, invoice the charging jurisdiction.
 - b. If there is more than one misdemeanor charge from more than one jurisdiction, invoice each jurisdiction in equal shares. If a jurisdiction has multiple open misdemeanor charges, the jurisdiction is only invoiced as one element of the proportional billing process. Snohomish County shall be invoiced its proportional share where applicable.

Example: If City A has one open misdemeanor and City B has two open misdemeanor charges, all at the same time, each city is billed for fifty percent (50%) of the Fees and Costs for that inmate.