



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 March 23, 2015 – 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:

EXECUTIVE SESSION Potential Litigation -- No Action to Follow

GUEST BUSINESS:

CONSENT AGENDA:

*A	Approve 2015 Vouchers	Barb
*B	Approve March 9, 2015 Council Regular Meeting Minutes	Barb
*C	Professional Services Agreement with Data Transfer Solutions for Public Works Asset Management System	Mick

ACTION ITEMS:

*A	Resolution 2015-05 re Development Agreement Extension – Clock Tower – First and Final Reading	Becky
*B	Grimm House Roof Replacement	Adam
*C	Resolution 2015-06 Endorsing Transportation Package	Jan
*D	Ordinance 930 Adopting LSMC § 2.98 regarding the Disposition of Real Property – First and Final Reading	Jan
*E	2015 Park Board Work Program	Russ

DISCUSSION ITEMS *A Estate of Whispering Meadows ROW Vacation Russ

COUNCIL PERSON'S BUSINESS

MAYOR'S BUSINESS

Lake Stevens City Council Regular Meeting Agenda

March 23, 2015

STAFF REPORTS

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
 2015**

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	3/13/2015	\$133,898.12
Payroll Checks	38232-38234	\$6,239.76
Tax Deposit(s)	3/13/2015	\$57,359.08
Electronic Funds Transfers	ACH	\$63,270.00
Claims	38235-38306	\$189,882.00
Void Checks		
Total Vouchers Approved:		\$450,648.96

This 23rd day of March 2015:

 Mayor

 Councilmember

 Finance Director

 Councilmember

 Councilmember

 Councilmember



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Accounts Payable Checks and EFTs for period of 03/10/2015 to 03/23/2015

Invoice	AccountCode	Account Description	Item Description	Amount	
Abatix Corporation			Check 38236	3/23/2015	\$1,102.30
7207131	410-016-531-50-31-14	DOE G1400295 - Capacity Exp	Universal Spill Kit	\$1,102.30	
Ace Hardware			Check 38237	3/23/2015	\$685.91
45733	001-008-521-20-31-01	LE-Operating Costs	Flag exchange diff	\$5.43	
45651	001-008-521-20-31-01	LE-Operating Costs	Air vent cleaner	\$14.11	
45632	001-008-521-20-31-01	LE-Operating Costs	Wall switchplate	\$1.40	
45730	001-008-521-20-31-01	LE-Operating Costs	Flag/Car Cleaning supplies	\$42.32	
45655	101-016-542-64-31-00	ST-Traffic Control - Supply	Flat box for sign repair	\$10.84	
45620	101-016-544-90-31-02	ST-Operating Cost	Sledge Hammer/Utility Knife/Nails/Hand Saw/	\$59.68	
45634	101-016-544-90-31-02	ST-Operating Cost	Weed kill spray	\$186.01	
45716	101-016-544-90-31-02	ST-Operating Cost	Wall texture gun & hopper-shop remodel	\$35.83	
45729	101-016-544-90-31-02	ST-Operating Cost	Paintbrush-shop breakroom remodel	\$6.50	
45655	101-016-544-90-31-02	ST-Operating Cost	Marking paint/Leakseal	\$22.24	
45664	101-016-544-90-31-02	ST-Operating Cost	Joint Cement Shop Breakroom remodel	\$8.68	
45691	101-016-544-90-31-02	ST-Operating Cost	Joint compound/Roller cover-shop breakroom	\$16.81	
45729	410-016-531-10-31-02	SW-Operating Costs	Paintbrush-shop breakroom remodel	\$6.50	
45655	410-016-531-10-31-02	SW-Operating Costs	Marking paint/Leakseal	\$22.24	
45716	410-016-531-10-31-02	SW-Operating Costs	Wall texture gun & hopper-shop remodel	\$35.82	
45634	410-016-531-10-31-02	SW-Operating Costs	Weed kill spray	\$186.01	
45664	410-016-531-10-31-02	SW-Operating Costs	Joint Cement Shop Breakroom remodel	\$8.69	
45691	410-016-531-10-31-02	SW-Operating Costs	Joint compound/Roller cover-shop breakroom	\$16.80	
Alexander Printing			Check 38238	3/23/2015	\$210.16

Invoice	AccountCode	Account Description	Item Description	Amount
41761	001-004-514-23-31-00	FI-Office Supplies	1500 #10 Security Window Envelopes	\$166.48
40640	001-007-559-30-31-00	PB-Office Supplies	Busniess Cards-Skinner	\$43.68
Anderson Jennifer			Check 38239	3/23/2015
March 2015	001-000-284-00-00-00	Payroll Liability Other	Section 125 Dep Care Reimb-March 2015	\$416.16
Aquatechnex			Check 38240	3/23/2015
5475	410-016-531-16-48-00	SW-Water/Soil-Contract R&M O	2015 Alum Treatment on Lake	\$87,950.00
Assoc of Washington Cities			Check 38241	3/23/2015
34861	001-005-518-10-49-01	HR - Staff Development	2015 Labor Relations Conference registration -	\$270.00
Bills Blueprint			Check 38242	3/23/2015
503205	001-013-518-20-31-00	GG-Operating	Public Records Request-Zdanovsky	\$55.82
Blumenthal Uniforms			Check 38243	3/23/2015
112893	001-008-521-20-26-00	LE-Clothing	Body armour - Lyons	\$987.17
Business Card			Check 38244	3/23/2015
3/15 7750	001-001-511-60-43-00	Legislative - Travel & Mtgs	Parking-AWC Conference-Olympia	\$3.00
3/15 2772	001-001-511-60-43-00	Legislative - Travel & Mtgs	Hotel-AWC Conference-Olympia	\$495.52
3/15 7750	001-001-511-60-43-00	Legislative - Travel & Mtgs	Meal-AWC Conference-Olympia	\$21.37
3/15 7750	001-001-511-60-43-00	Legislative - Travel & Mtgs	Meals-AWC Conference-Olympia	\$25.68
3/15 2772	001-001-513-10-43-00	Executive - Travel & Mtgs	Hotel-AWC Conference-Olympia	\$247.76
3/15 7750	001-001-513-10-43-00	Executive - Travel & Mtgs	Meals-AWC Conference-Olympia	\$12.84
3/15 7750	001-001-513-10-43-00	Executive - Travel & Mtgs	Parking-AWC Conference-Olympia	\$3.00
3/15 2772	001-002-513-11-31-00	AD-Office Supply	Lightning to USB Cable	\$31.76
3/15 7750	001-002-513-11-43-00	AD-Travel & Meetings	Parking-AWC Conference-Olympia	\$3.00
3/15 2772	001-002-513-11-43-00	AD-Travel & Meetings	Hotel-AWC Conference-Olympia	\$247.76

Invoice	AccountCode	Account Description	Item Description	Amount
3/15 2772	001-002-513-11-43-00	AD-Travel & Meetings	Chamber Mtg	\$10.00
3/15 4396	001-003-514-20-31-00	CC-Office Supply	Publication-Master Council Meetings	\$24.39
3/15 4396	001-003-514-20-31-00	CC-Office Supply	Publication-Roberts Rules of Order	\$21.55
3/15 2772	001-004-514-23-43-00	FI-Travel & Meetings	Chamber Mtg	\$10.00
3/15 7750	001-007-558-50-31-01	PL-Operating Costs	Trash can liners	\$42.15
3/15 4396	001-007-558-50-41-03	PL-Advertising	Help Wanted-Senior Planner	\$25.00
3/15 4396	001-007-558-50-41-03	PL-Advertising	Help Wanted-Senior Planner	\$49.00
3/15 4396	001-007-558-50-41-03	PL-Advertising	Help Wanted-Senior Planner	\$150.00
3/15 2772	001-007-558-50-42-00	PL-Communication	Mailer-Clocktower	\$21.09
3/15 7750	001-007-558-50-42-00	PL-Communication	Mailer-LUA2015-0009 PUD	\$33.73
3/15 7750	001-007-558-50-42-00	PL-Communication	Mailer-LUA2015-0008 PUD	\$24.21
3/15 2772	001-007-558-50-42-00	PL-Communication	Mailer-20th Street Market	\$12.39
3/15 8877	001-008-521-20-31-01	LE-Operating Costs	Transcription services	\$144.00
3/15 7750	001-008-521-20-31-01	LE-Operating Costs	Trash can liners	\$184.40
3/15 8877	001-008-521-20-41-00	LE-Professional Services	Data searches	\$54.30
3/15 4183	001-008-521-20-41-00	LE-Professional Services	Background check	\$4.95
3/15 4396	001-008-521-20-41-03	LE-Advertising	Help Wanted-Police Officer	\$195.00
3/15 8877	001-008-521-20-42-00	LE-Communication	Parcel Paks-passport mailing	\$129.65
3/15 8877	001-008-521-20-42-00	LE-Communication	Postage-passport overnight	\$19.99
3/15 4183	001-008-521-20-43-00	LE-Travel & Meetings	Meals-Critical Incidant Supervisor Training	\$89.31
3/15 0979	001-008-521-20-43-00	LE-Travel & Meetings	Meal at UW	\$8.98
3/15 4183	001-008-521-20-43-00	LE-Travel & Meetings	Meals-Critical Incidant Supervisor Training	\$51.00
3/15 0979	001-008-521-20-43-00	LE-Travel & Meetings	Parking at UW	\$15.00
3/15 2772	001-008-521-20-43-00	LE-Travel & Meetings	Chamber Mtg	\$10.00

Invoice	AccountCode	Account Description	Item Description	Amount
3/15 4183	001-008-521-20-43-00	LE-Travel & Meetings	Postage	\$400.00
3/15 8877	001-008-521-20-43-00	LE-Travel & Meetings	Hotel-court testimony Federal case	\$275.64
3/15 8877	001-008-521-20-43-00	LE-Travel & Meetings	Meals-New World Training	\$43.36
3/15 7750	001-010-576-80-31-00	PK-Operating Costs	Trash can liners	\$94.83
3/15 7750	001-012-575-50-31-00	CS-Community Center-Ops	Trash can liners	\$57.95
3/15 7750	001-013-518-20-31-00	GG-Operating	Trash can liners	\$52.69
3/15 7750	101-016-543-30-43-00	ST-Travel & Meetings	Meal-AWC Conference-Olympia	\$21.37
3/15 7750	101-016-543-30-43-00	ST-Travel & Meetings	Parking-Transportation Committee mtg	\$6.00
3/15 7750	101-016-543-30-43-00	ST-Travel & Meetings	Parking-Transportation Committee mtg	\$4.50
3/15 7750	101-016-543-30-43-00	ST-Travel & Meetings	Parking-AWC Conference-Olympia	\$3.00
3/15 2772	101-016-543-30-43-00	ST-Travel & Meetings	Hotel-AWC Conference-Olympia	\$247.76
3/15 2772	101-016-543-30-43-00	ST-Travel & Meetings	Chamber Mtg	\$10.00
3/15 7750	101-016-543-30-43-00	ST-Travel & Meetings	Meals-AWC Conference-Olympia	\$12.84
3/15 7750	101-016-544-90-31-01	ST-Office Supplies	Approval self inking stamp	\$18.77
3/15 7750	101-016-544-90-31-02	ST-Operating Cost	Plano 56 Quart Tote	\$32.10
3/15 7750	101-016-544-90-31-02	ST-Operating Cost	Trash can liners	\$47.42
3/15 2772	401-070-535-10-43-00	SE-Travel & Meetings	Meeting with Sewer Dist	\$29.03
3/15 7750	401-070-535-10-43-00	SE-Travel & Meetings	Meeting with LSSD	\$32.15
3/15 7750	410-016-531-10-31-01	SW-Office Supplies	Approval self inking stamp	\$18.77
3/15 7750	410-016-531-10-31-02	SW-Operating Costs	Trash can liners	\$47.42
3/15 7750	410-016-531-10-31-02	SW-Operating Costs	Plano 56 Quart Tote	\$32.10
3/15 7750	410-016-531-10-42-00	SW-Communications	Mailer-Alum Treatment	\$313.82
3/15 7750	410-016-531-50-31-14	DOE G1400295 - Capacity Exp	CESCL training - Emerson refund	(\$350.00)

Cascade Collision Center Inc		Check 38245	3/23/2015	\$842.15
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Invoice	AccountCode	Account Description	Item Description	Amount
3755	001-008-521-20-48-00	LE-Repair & Maintenance	Collision repair-PT51	\$842.15
CHS Engineers LLC			Check 38246	3/23/2015
Feb 2015	101-016-542-30-41-02	ST-Professional Service	Engineering services LUA2015-0007 Maple Roc	\$1,153.40
Feb 2015	410-016-531-10-41-01	SW-Professional Services	Engineering services LUA2015-0007 Maple Roc	\$1,153.39
City of Everett			Check 38247	3/23/2015
I15000388	001-008-554-30-51-00	LE-Environmental-Animal Contr	Animal Shelter services January 2015	\$1,240.00
I15000560	410-016-531-10-41-01	SW-Professional Services	Fecal coliform testing	\$240.00
City of Marysville			Check 38248	3/23/2015
15-003	001-013-512-50-41-00	GG-Municipal Court Fees	Court Citations - February 2015	\$7,321.83
Comcast			Check 38249	3/23/2015
3/15 0443150	001-002-513-11-42-00	AD-Communications	Internet Service - All City	\$2.38
3/15 0443150	001-003-514-20-42-00	CC-Communications	Internet Service - All City	\$7.14
3/15 0443150	001-004-514-23-42-00	FI-Communications	Internet Service - All City	\$4.76
3/15 0443150	001-005-518-10-42-00	HR-Communications	Internet Service - All City	\$2.38
3/15 0443150	001-006-518-80-42-00	IT-Communications	Internet Service - All City	\$4.76
3/15 0443150	001-007-558-50-42-00	PL-Communication	Internet Service - All City	\$19.03
2/15 0692756	001-008-521-20-42-00	LE-Communication	Internet services-Market Place	\$103.96
3/15 0443150	001-008-521-20-42-00	LE-Communication	Internet Service - All City	\$69.00
3/15 0443150	001-010-576-80-42-00	PK-Communication	Internet Service - All City	\$3.17
2/15 0808840	001-010-576-80-42-00	PK-Communication	Internet services-City Shop	\$36.32
2/15 0827887	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic signal control	\$149.08
3/15 0443150	101-016-543-30-42-00	ST-Communications	Internet Service - All City	\$3.17
2/15 0808840	101-016-543-30-42-00	ST-Communications	Internet services-City Shop	\$36.32
2/15 0808840	410-016-531-10-42-00	SW-Communications	Internet services-City Shop	\$36.32

Invoice	AccountCode	Account Description	Item Description	Amount
3/15 0443150	410-016-531-10-42-00	SW-Communications	Internet Service - All City	\$3.17
Comdata Corporation			Check 38250	3/23/2015
20229819	001-008-521-20-32-00	LE-Fuel	Fuel	\$153.04
Corporate Office Supply			Check 38251	3/23/2015
160018	001-007-558-50-31-00	PL-Office Supplies	File folders	(\$48.71)
159617i	001-007-558-50-31-00	PL-Office Supplies	Files/Labels/Protractor	\$141.87
159762i	001-007-558-50-31-01	PL-Operating Costs	Toilet paper	\$80.77
159617i	001-007-559-30-31-00	PB-Office Supplies	LED light	\$13.02
159965i	001-008-521-20-31-00	LE-Office Supplies	Pens/paper clips/labels/USB drives/inked ribb	\$194.61
159854i	001-008-521-20-31-00	LE-Office Supplies	Ink Cartridges	\$195.47
159820i	001-008-521-20-31-00	LE-Office Supplies	Labels/folders/envelopes/Ink cartridges/corre	\$645.67
159762i	001-008-521-20-31-01	LE-Operating Costs	Toilet paper	\$353.38
159762i	001-010-576-80-31-00	PK-Operating Costs	Toilet paper	\$181.74
159762i	001-012-575-50-31-00	CS-Community Center-Ops	Toilet paper	\$111.05
159596i	001-012-575-50-31-00	CS-Community Center-Ops	Vacuum for Community Center	\$89.58
159762i	001-013-518-20-31-00	GG-Operating	Toilet paper	\$100.97
159762i	101-016-544-90-31-02	ST-Operating Cost	Toilet paper	\$90.87
159762i	410-016-531-10-31-02	SW-Operating Costs	Toilet paper	\$90.87
Crystal and Sierra Springs			Check 38252	3/23/2015
5249844030115	001-007-558-50-31-01	PL-Operating Costs	Bottled Water	\$25.56
5249844030115	001-007-559-30-31-01	PB-Operating Cost	Bottled Water	\$25.56
5249844030115	001-013-518-20-31-00	GG-Operating	Bottled Water	\$88.97
5249844030115	101-016-544-90-31-02	ST-Operating Cost	Bottled Water	\$56.80
5249844030115	410-016-531-10-31-02	SW-Operating Costs	Bottled Water	\$56.80

Invoice	AccountCode	Account Description	Item Description	Amount	
Daily Journal of Commerce			Check 38253	3/23/2015	\$92.40
3297742	001-008-521-20-41-03	LE-Advertising	RFP-Vehicle Towing & Related Svcs	\$92.40	
Dept of Licensing			Check 38254	3/23/2015	\$13.00
3/6/15	001-008-521-20-41-00	LE-Professional Services	Driving record request - New hire	\$13.00	
Dept of Retirement (Deferred Comp)			Check 0	3/23/2015	\$2,445.00
3/13/15	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,445.00	
Dept of Retirement PERS LEOFF			Check 0	3/23/2015	\$57,592.04
Feb 2017	001-000-282-00-00-00	Payroll Liability Retirement	PERS LEOFF Contributions February 2015	\$57,592.04	
Dept of Revenue			Check 0	3/23/2015	\$1,425.50
Feb 2015	001-008-521-20-26-00	LE-Clothing	Use Taxes Feb 2015-for shoulder patches	\$49.02	
Feb 2015	001-013-518-90-49-06	GG-Excise Tax	Excise Taxes Feb 2015	\$242.46	
Feb 2015	410-016-531-10-44-00	SW-Excise Taxes	Excise Taxes Feb 2015	\$1,134.02	
Dunlap Industrial Hardware			Check 38255	3/23/2015	\$28.65
1336831-01	101-016-544-90-31-02	ST-Operating Cost	Drill bits	\$14.33	
1336831-01	410-016-531-10-31-02	SW-Operating Costs	Drill bits	\$14.32	
EFTPS Electronic Federal Tax Pmt System			Check 0	3/23/2015	\$57,359.08
03/13/2015	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes 03/13/2015	\$57,359.08	
Electronic Business Machines			Check 38256	3/23/2015	\$421.98
110798	001-007-558-50-48-00	PL-Repairs & Maint.	Copier maintenance	\$35.76	
110798	001-007-559-30-48-00	PB-Repair & Maintenance	Copier maintenance	\$35.76	
111091	001-013-518-20-48-00	GG-Repair & Maintenance	Copier maintenance	\$278.94	
110798	101-016-542-30-48-00	ST-Repair & Maintenance	Copier maintenance	\$35.76	
110798	410-016-531-10-48-00	SW-Repairs & Maintenance	Copier maintenance	\$35.76	

Invoice	AccountCode	Account Description	Item Description	Amount	
Ervin Monte			Check 38257	3/23/2015	\$102.00
2015 CDL	101-016-542-30-49-00	ST-Miscellaneous	CDL License renewal	\$51.00	
2015 CDL	410-016-531-10-49-00	SW-Miscellaneous	CDL License renewal	\$51.00	
Everett Safe and Lock			Check 38258	3/23/2015	\$41.93
80814	101-016-544-90-31-02	ST-Operating Cost	Keys	\$20.97	
80814	410-016-531-10-31-02	SW-Operating Costs	Keys	\$20.96	
Everett Steel			Check 38259	3/23/2015	\$87.36
84189	101-016-544-90-31-02	ST-Operating Cost	Metal for trailer repair	\$87.36	
Evergreen Security Systems			Check 38260	3/23/2015	\$348.00
55719	001-008-521-80-47-00	LE-Evidence Room-Alarm	Grade Rd monitoring 2015-2016	\$348.00	
Frontier			Check 38261	3/23/2015	\$133.27
3/15 4253340835	001-013-518-20-42-00	GG-Communication	Telephone services	\$25.44	
3/15 4253979674	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic control modem	\$56.95	
3/15 4253340835	101-016-543-30-42-00	ST-Communications	Telephone services	\$25.44	
3/15 4253340835	410-016-531-10-42-00	SW-Communications	Telephone services	\$25.44	
Grainger			Check 38262	3/23/2015	\$1,121.50
9680948768	001-007-558-50-31-01	PL-Operating Costs	Trash can liners	\$48.24	
9680948768	001-008-521-20-31-01	LE-Operating Costs	Trash can liners	\$211.03	
9687819749	001-010-576-80-31-00	PK-Operating Costs	Drain cleaner	\$60.32	
9680948768	001-010-576-80-31-00	PK-Operating Costs	Trash can liners	\$108.53	
9678526410	001-010-576-80-31-00	PK-Operating Costs	Mop for cleaning park restrooms	\$33.27	

Invoice	AccountCode	Account Description	Item Description	Amount	
9680948768	001-012-575-50-31-00	CS-Community Center-Ops	Trash can liners	\$66.31	
9680948768	001-013-518-20-31-00	GG-Operating	Trash can liners	\$60.30	
9682388005	101-016-544-90-31-02	ST-Operating Cost	Backpack sprayer	\$87.25	
9680948768	101-016-544-90-31-02	ST-Operating Cost	Trash can liners	\$54.27	
9677016504	101-016-544-90-31-02	ST-Operating Cost	Backpack sprayer for weed killer	\$87.25	
9679979154	101-016-544-90-31-02	ST-Operating Cost	EZ Gate Trailer Tailgate Assist 180lb	\$125.23	
9679979154	410-016-531-10-31-02	SW-Operating Costs	EZ Gate Trailer Tailgate Assist 180lb	\$125.23	
9680948768	410-016-531-10-31-02	SW-Operating Costs	Trash can liners	\$54.27	
Granite Construction Supply			Check 38263	3/23/2015	\$409.91
57233	101-016-542-64-31-00	ST-Traffic Control - Supply	No Passing Zone sign	\$97.74	
57259	101-016-542-64-31-00	ST-Traffic Control - Supply	Left Lane closed sign	\$54.30	
57232	101-016-542-90-31-01	ST-Clothing	Rain Gear	\$115.25	
57259	101-016-544-90-31-02	ST-Operating Cost	Safety glasses	\$13.69	
57232	410-016-531-10-31-00	SW-Clothing	Rain Gear	\$115.25	
57259	410-016-531-10-31-02	SW-Operating Costs	Safety glasses	\$13.68	
Group Health Coop			Check 38264	3/23/2015	\$372.00
74008046	001-008-521-20-41-00	LE-Professional Services	Employee Drug screens and medical exams	\$36.00	
74008046	101-016-542-30-41-02	ST-Professional Service	Employee Drug screens and medical exams	\$168.00	
74008046	410-016-531-10-41-01	SW-Professional Services	Employee Drug screens and medical exams	\$168.00	
Honey Bucket			Check 38265	3/23/2015	\$136.00
2-1152465	001-010-576-80-45-00	PK-Equipment Rental	Honey bucket rental - Boat launch	\$136.00	
Industrial Supply Inc			Check 38266	3/23/2015	\$335.47
552822	101-016-542-67-41-00	ST-Street Cleaning	Brooms for Elgin Street sweeper	\$167.74	
552822	410-016-531-10-41-03	SW-Street Cleaning	Brooms for Elgin Street sweeper	\$167.73	

Invoice	AccountCode	Account Description	Item Description	Amount	
Integra Telecom Inc			Check 38267	3/23/2015	\$902.46
12819228	001-002-513-11-42-00	AD-Communications	Telephone Service	\$13.27	
12819228	001-003-514-20-42-00	CC-Communications	Telephone Service	\$26.53	
12819228	001-004-514-23-42-00	FI-Communications	Telephone Service	\$26.54	
12819228	001-005-518-10-42-00	HR-Communications	Telephone Service	\$13.26	
12819228	001-006-518-80-42-00	IT-Communications	Telephone Service	\$39.79	
12819228	001-007-558-50-42-00	PL-Communication	Telephone Service	\$86.28	
12819228	001-007-559-30-42-00	PB-Communication	Telephone Service	\$13.26	
12819228	001-008-521-20-42-00	LE-Communication	Telephone Service	\$451.23	
12819228	001-012-575-30-42-00	CS-Historical-Communications	Telephone Service Museum	\$13.27	
12819228	001-012-575-50-42-00	CS-Comminity Center - Comm	Telephone Service Senior Ctr	\$13.26	
12819228	001-013-518-20-42-00	GG-Communication	Telephone Service	\$53.07	
12819228	101-016-543-30-42-00	ST-Communications	Telephone Service Shop	\$76.35	
12819228	410-016-531-10-42-00	SW-Communications	Telephone Service Shop	\$76.35	
John Deere Government Natl			Check 38268	3/23/2015	\$7,124.57
114287421	530-016-594-48-60-00	Purchase Of Capital Equipment	John Deere Mower - 1TC652BJPET025032	\$7,124.57	
Kim Jamie			Check 38269	3/23/2015	\$157.50
4Z0131719LKS	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services	\$157.50	
Lake Stevens Fire			Check 38270	3/23/2015	\$185.00
8387	001-012-572-20-48-00	CS-Library-Repair & Maint.	Annual Fire Inspection - Library	\$185.00	
Lake Stevens Police Guild			Check 38271	3/23/2015	\$1,073.50
03/13/15	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,073.50	
Lake Stevens Sewer District			Check 38272	3/23/2015	\$800.00
03/01/15	001-008-521-50-47-00	LE-Utilities	Sewer - N Lakeshore Dr	\$80.00	

Invoice	AccountCode	Account Description	Item Description	Amount	
03/01/15	001-008-521-50-47-00	LE-Utilities	Sewer - Police Station	\$80.00	
03/01/15	001-010-576-80-47-00	PK-Utilities	Sewer - Lundeen Park	\$160.00	
03/01/15	001-012-572-20-47-00	CS-Library-Utilities	Sewer - Library	\$80.00	
03/01/15	001-013-518-20-47-00	GG-Utilities	Sewer - Family Center	\$80.00	
03/01/15	001-013-518-20-47-00	GG-Utilities	Sewer - Permit Center	\$80.00	
03/01/15	001-013-518-20-47-00	GG-Utilities	Sewer - City Hall	\$160.00	
03/01/15	101-016-543-50-47-00	ST-Utilities	Sewer - 99th Ave SE Property	\$80.00	
Law Offices of Weed Graafstra			Check 38273	3/23/2015	\$9,699.25
135	001-011-515-30-41-00	LG-Professional Service	Legal services - General matters	\$9,699.25	
Lemay Mobile Shredding			Check 38274	3/23/2015	\$8.76
4428838	001-008-521-20-31-01	LE-Operating Costs	Shredding services	\$4.38	
4428839	001-013-518-20-31-00	GG-Operating	Shredding services	\$4.38	
Low Samuel			Check 38275	3/23/2015	\$261.67
2/17-19 Trip	001-001-511-60-43-00	Legislative - Travel & Mtgs	Hotel/Meals AWC Conference Olympia - S Low	\$261.67	
Monroe Correctional Complex			Check 38276	3/23/2015	\$261.40
MCC1502.168	001-010-576-80-48-00	PK-Repair & Maintenance	DOC Work Crew February 2015	\$87.13	
MCC1502.168	101-016-542-30-48-00	ST-Repair & Maintenance	DOC Work Crew February 2015	\$87.13	
MCC1502.168	410-016-531-10-48-00	SW-Repairs & Maintenance	DOC Work Crew February 2015	\$87.14	
Nationwide Retirement Solution			Check 0	3/23/2015	\$1,150.00
3/13/15	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$1,150.00	
Office of The State Treasurer			Check 38277	3/23/2015	\$9,941.56
Feb 2015	633-007-586-00-00-02	Building - State Bl	February 2015 State Court Fees	\$45.00	
Feb 2015	633-008-586-00-00-03	Public Safety And Ed. 1986	February 2015 State Court Fees	\$4,801.73	

Invoice	AccountCode	Account Description	Item Description	Amount	
Feb 2015	633-008-586-00-00-04	Public Safety And Education	February 2015 State Court Fees	\$3,074.95	
Feb 2015	633-008-586-00-00-05	Judicial Information System-Ci	February 2015 State Court Fees	\$914.39	
Feb 2015	633-008-586-00-00-08	Trauma Care	February 2015 State Court Fees	\$334.46	
Feb 2015	633-008-586-00-00-09	School Zone Safety	February 2015 State Court Fees	\$27.44	
Feb 2015	633-008-586-00-00-10	Public Safety Ed #3	February 2015 State Court Fees	\$155.15	
Feb 2015	633-008-586-00-00-11	Auto Theft Prevention	February 2015 State Court Fees	\$460.07	
Feb 2015	633-008-586-00-00-12	HWY Safety Act	February 2015 State Court Fees	\$21.46	
Feb 2015	633-008-586-00-00-13	Death Inv Acct	February 2015 State Court Fees	\$16.01	
Feb 2015	633-008-586-00-00-14	WSP Highway Acct	February 2015 State Court Fees	\$90.90	
Outcomes by Levy LLC			Check 38278	3/23/2015	\$5,071.07
2015-02-LS	001-013-511-20-41-02	GG-Advisory Srv - Lobbying	Lobbying services for February 2015	\$5,071.07	
Overhead Door Company			Check 38279	3/23/2015	\$760.20
9116	101-016-542-30-48-00	ST-Repair & Maintenance	Repair overhead door at City shop	\$380.10	
9116	410-016-531-10-48-00	SW-Repairs & Maintenance	Repair overhead door at City shop	\$380.10	
Pigskin Uniforms			Check 38280	3/23/2015	\$490.96
2015-07	001-008-521-20-26-00	LE-Clothing	Uniform items - Heinemann	\$490.96	
Pitney Bowes			Check 38281	3/23/2015	\$113.10
9619164-MR15	001-013-518-20-45-00	GG-Equipment Rental	Postage machine rental	\$113.10	
Platt Electric Supply			Check 38282	3/23/2015	\$491.32
G273012	001-008-521-20-31-01	LE-Operating Costs	Parts for outdoor lighting at Police Station	\$445.71	
G273114	001-008-521-20-31-01	LE-Operating Costs	Parts for outdoor lighting at Police Station	\$11.40	
G306967	101-016-544-90-31-02	ST-Operating Cost	Gang blanks and breaker for electrical panel-s	\$9.51	
G257655	101-016-544-90-31-02	ST-Operating Cost	Breaker for electrical panel-shop remodel	\$7.59	
G257655	410-016-531-10-31-02	SW-Operating Costs	Breaker for electrical panel-shop remodel	\$7.60	

Invoice	AccountCode	Account Description	Item Description	Amount
G306967	410-016-531-10-31-02	SW-Operating Costs	Gang blanks and breaker for electrical panel-s	\$9.51
Puget Sound Energy			Check 38283	3/23/2015
3/15 3723810	001-008-521-50-47-00	LE-Utilities	Utilities - Natural Gas	\$173.97
3/15 24316495	001-010-576-80-47-00	PK-Utilities	Utilities - Natural Gas	\$95.99
3/15 24316495	101-016-543-50-47-00	ST-Utilities	Utilities - Natural Gas	\$95.99
3/15 24316495	410-016-531-10-47-00	SW-Utilities	Utilities - Natural Gas	\$95.98
Purchase Power			Check 38284	3/23/2015
2/24/15	001-007-558-50-42-00	PL-Communication	Postage	\$45.92
2/24/15	001-008-521-20-42-00	LE-Communication	Postage	\$1.30
2/24/15	001-013-518-20-42-00	GG-Communication	Postage	\$303.81
2/24/15	101-016-543-30-42-00	ST-Communications	Postage	\$18.18
2/24/15	410-016-531-10-42-00	SW-Communications	Postage	\$18.18
S Morris Co			Check 38285	3/23/2015
161068	101-016-542-30-41-02	ST-Professional Service	Dead Animal Cremation	\$18.69
Safeguard Pest Control Inc			Check 38286	3/23/2015
45268	001-013-518-20-48-00	GG-Repair & Maintenance	Pest Control Permit/Family Center	\$104.96
Sirchie Finger Print			Check 38287	3/23/2015
0199133-IN	001-008-521-20-31-01	LE-Operating Costs	Towelettes for fingerprinting	\$145.02
Snohomish County Cities			Check 38235	3/18/2015
3/19 mtg	001-001-511-60-43-00	Legislative - Travel & Mtgs	Snohomish County Cities mtg 3/19/2015	\$70.00
Snohomish County Human Service			Check 38288	3/23/2015
1000380971	001-013-566-00-51-00	GG-Liquor Tax to SnoCo	Q4 2014 Liquor Tax	\$1,575.49
Snohomish County PUD			Check 38289	3/23/2015

Invoice	AccountCode	Account Description	Item Description	Amount	
156969987	001-010-576-80-47-00	PK-Utilities	203531959	\$74.50	
140614286	101-016-542-63-47-00	ST-Lighting - Utilities	205338056	\$138.71	
156968906	101-016-542-63-47-00	ST-Lighting - Utilities	201973682	\$43.12	
160190490	101-016-542-63-47-00	ST-Lighting - Utilities	202624367	\$9,375.51	
147228781	101-016-542-63-47-00	ST-Lighting - Utilities	205320781	\$126.23	
140610512	101-016-542-63-47-00	ST-Lighting - Utilities	202988481	\$537.55	
160190492	101-016-542-63-47-00	ST-Lighting - Utilities	202670725	\$1,128.33	
114222737	101-016-542-63-47-00	ST-Lighting - Utilities	201595113	\$315.42	
107594182	101-016-542-63-47-00	ST-Lighting - Utilities	201860178	\$346.84	
160190491	101-016-542-63-47-00	ST-Lighting - Utilities	202648101	\$1,011.47	
166702726	101-016-542-63-47-00	ST-Lighting - Utilities	204719074	\$16.57	
Snohomish County PW S			Check 38290	3/23/2015	\$1,442.10
1000379980	101-016-542-64-48-00	ST-Traffic Control - R&M	Traffic signal repair	\$1,442.10	
Snohomish County PW V			Check 38291	3/23/2015	\$14,934.53
1000379781	001-008-521-20-48-00	LE-Repair & Maintenance	Vehicle repair	\$9,167.54	
1000379781	101-016-542-30-48-00	ST-Repair & Maintenance	Vehicle repair	\$624.83	
1000379781	101-016-542-64-48-00	ST-Traffic Control - R&M	Traffic sign repair	\$1,142.67	
1000379781	410-016-531-10-48-00	SW-Repairs & Maintenance	Vehicle repair	\$624.84	
1000379781	520-008-594-21-63-00	Capital Equipment	New vehicle setup PT58	\$3,374.65	
Snohomish County Treasurer			Check 38292	3/23/2015	\$191.87
Feb 2015	633-008-586-00-00-01	Crime Victims Compensation	February 2015 Crime Victims Compensation	\$191.87	
Sound Publishing Inc			Check 38293	3/23/2015	\$307.00
EDH618128	001-004-514-23-41-01	FI-Advertising	Ordinance 929-Amend 2015 Budget	\$22.48	
EDH617645	001-007-558-50-41-03	PL-Advertising	LUA2015-0009 Vernon Road Water Main Repl	\$65.48	

Invoice	AccountCode	Account Description	Item Description	Amount	
EDH618456	001-007-558-50-41-03	PL-Advertising	LUA2015-001 Sentinel II Final Short Plat	\$63.76	
EDH617637	001-007-558-50-41-03	PL-Advertising	LUA2015-0008 N Davies Rd Water Main Repla	\$68.92	
EDH620416	001-007-558-50-41-03	PL-Advertising	Ordinance 923 Amend Zoning Districts	\$22.48	
EDH618433	001-008-521-20-41-03	LE-Advertising	RFP Vehicle Towing and Related Services 2015-	\$41.40	
EDH620393	001-008-521-20-41-03	LE-Advertising	Ordinance 928 Amend Code Sale/Disposal Sur	\$22.48	
Sound Publishing Inc			Check 38294	3/23/2015	\$659.00
EDH614893	001-007-558-50-41-03	PL-Advertising	Help Wanted-Senior Planner	\$199.00	
EDH619557	101-016-542-30-41-01	ST-Advertising	Help Wanted-Seasonal Parks Worker	\$230.00	
EDH619557	410-016-531-10-41-05	SW-Advertising	Help Wanted-Seasonal Parks Worker	\$230.00	
Staples			Check 38295	3/23/2015	\$30.94
3258694332	001-008-521-20-31-00	LE-Office Supplies	Pressboard folders	\$30.94	
3258694324	001-008-521-20-31-00	LE-Office Supplies	Magnets returned	(\$19.85)	
3257414225	001-008-521-20-31-00	LE-Office Supplies	Magnets	\$19.85	
Stericycle Inc			Check 38296	3/23/2015	\$10.36
3002944807	001-008-521-20-41-00	LE-Professional Services	Hazardous waste disposal	\$10.36	
Tacoma Screw Products Inc			Check 38297	3/23/2015	\$153.87
30645516	001-010-576-80-31-00	PK-Operating Costs	Deck screws	\$18.44	
30645516	101-016-544-90-31-02	ST-Operating Cost	Deck screws	\$18.43	
30643765	101-016-544-90-31-02	ST-Operating Cost	Screws-Tapping and Drywall	\$49.29	
30643765	410-016-531-10-31-02	SW-Operating Costs	Screws-Tapping and Drywall	\$49.28	
30645516	410-016-531-10-31-02	SW-Operating Costs	Deck screws	\$18.43	
Taylors Snohomish Tree Service LLC			Check 38298	3/23/2015	\$923.10
1602	001-010-576-80-48-00	PK-Repair & Maintenance	Hazardous limb removal Pilchuck Park	\$923.10	

Invoice	AccountCode	Account Description	Item Description	Amount	
Tyler Enterprises			Check 38299	3/23/2015	\$400.00
Feb 2015	001-007-559-30-41-00	PB-Professional Srv	Building Inspection/Plan Reviews Feb 2015	\$400.00	
Ubert Rex			Check 38300	3/23/2015	\$102.00
3/10 exp rpt	101-016-542-30-49-00	ST-Miscellaneous	CDL license renewal - Ubert	\$51.00	
3/10 exp rpt	410-016-531-10-49-00	SW-Miscellaneous	CDL license renewal - Ubert	\$51.00	
UPS			Check 38301	3/23/2015	\$27.98
74Y42105	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$27.98	
Verizon Northwest			Check 38302	3/23/2015	\$2,278.27
9741116367	001-001-513-10-42-00	Executive - Communication	Wireless Phone Service	\$82.32	
9741116367	001-002-513-11-42-00	AD-Communications	Wireless Phone Service	\$82.32	
9741116367	001-003-514-20-42-00	CC-Communications	Wireless Phone Service	\$17.02	
9741116367	001-005-518-10-42-00	HR-Communications	Wireless Phone Service	\$52.30	
9741116367	001-006-518-80-42-00	IT-Communications	Wireless Phone Service	\$124.60	
9741116367	001-007-558-50-42-00	PL-Communication	Wireless Phone Service	\$82.32	
9741116367	001-007-559-30-42-00	PB-Communication	Wireless Phone Service	\$104.87	
9741116367	001-008-521-20-42-00	LE-Communication	Wireless Phone Service	\$1,387.16	
9741116367	001-010-576-80-42-00	PK-Communication	Wireless Phone Service	\$115.12	
9741116367	101-016-543-30-42-00	ST-Communications	Wireless Phone Service	\$115.12	
9741116367	410-016-531-10-42-00	SW-Communications	Wireless Phone Service	\$115.12	
Washington Audiology Services			Check 38303	3/23/2015	\$20.00
45503	001-008-521-20-41-00	LE-Professional Services	New Hire Hearing test - Parnell	\$20.00	
Washington State Dept of Enterprise Svcs			Check 38304	3/23/2015	\$82.52
73131695	001-008-521-20-31-00	LE-Office Supplies	Business Cards	\$82.52	

Invoice	AccountCode	Account Description	Item Description	Amount	
Washington State Patrol			Check 38305	3/23/2015	\$324.50
I15006331	633-008-586-00-00-06	Gun Permit - FBI Remittance	Weapons permits background checks		\$324.50
Washington State Support Registry			Check 0	3/23/2015	\$657.46
3/13/15	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support		\$657.46
WSSO Advanced Training			Check 38306	3/23/2015	\$500.00
Carter	001-008-521-40-49-01	LE-Staff Development	WSSO 2015 School Safety Training-Carter		\$250.00
Barnes	001-008-521-40-49-01	LE-Staff Development	WSSO 2015 School Safety Training-Barnes		\$250.00
Total Disbursements					\$310,511.08



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

Monday, March 9, 2015
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 Tageant

COUNCILMEMBERS PRESENT: Todd Welch, Suzanne Quigley, Kathy Holder, Kim Daughtry, Mayor Pro Tem Marcus Tageant, Sam Low and John Spencer

COUNCILMEMBERS ABSENT: Mayor Vern Little

STAFF MEMBERS PRESENT: City Administrator Jan Berg, Finance Director/City Clerk Barb Stevens, Public Works Director Mick Monken, Human Resources Director Steve Edin, Police Chief Dan Lorentzen, Senior Planner Russ Wright, Deputy City Clerk Kathy Pugh and City Attorney Cheryl Beyer

OTHERS: Judge Lorrie Towers and Court Administrator Suzi Elsner; Judge Fred Gillings; Kim Ricker, Assistant Court Administrator; Chris Hornung, Probation Officer

Guest Business. Judge Towers presented the 2014 State of the Court Address and responded to Councilmembers' questions.

Consent Agenda.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Low to approve (A) 2015 vouchers [Payroll Direct Deposits of \$129,835.53; Payroll Checks 38164-38168 in the amount of \$10,171.94; Tax Deposits of \$53,869.31; Electronic Funds Transfers (ACH) in the amount of \$103,389.58; Claims Checks 38163, 38169-38231 in the amount of \$256,269.01; Voided Check Nos. 38156 and 38131 totaling \$2,531.00; Total Vouchers Approved: \$551,004.37], and (B) City Council meeting minutes of February 23, 2015. On vote the motion carried unanimously (7-0-0-0).

Public Hearings: City Clerk Barb Stevens read the Public Hearing procedures for public hearings.

Public Hearing in consideration of Ordinance 923 Amending Subarea Plan Zoning Code regarding Warehouse Allowances. Mayor Pro Tem Tageant opened the public hearing.

Senior Planner Russ Wright presented the staff report and said tonight's action is a continued public hearing and second reading of Ordinance 923. He reviewed the results of a survey of surrounding cities regarding the percentage proposed for warehousing and responded to Councilmembers' questions.

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

MOTION: Councilmember Welch moved, Councilmember Daughtry seconded, to close the public comment portion of the public hearing. On vote the motion carried unanimously (7-0-0-0).

Discussion ensued regarding the merits of setting a 25% cap for warehouse allowance versus using the 25% cap in conjunction with a conditional use permit process. There was consensus to amend Exhibit A to reflect a 25% cap for warehouse allowance and also allow for a conditional use permit process with staff enumerating the basis for the conditional use permit.

MOTION: Councilmember Spencer moved, Councilmember Welch seconded, to close the Public Hearing. On vote the motion carried unanimously (7-0-0-0).

MOTION: Councilmember Welch moved, Councilmember Low seconded, to approve Ordinance 923 with the amendments added of LSMC Section 14.38.020(a)(3)(ii) adding the conditional use permit for over 25% and LSMC Section 14.38.020(b)(4)(iv). On vote the motion carried unanimously (7-0-0-0).

Public Hearing in consideration of Resolution 2015-05 extending the Clock Tower Development Agreement and associated Special Use Permit (SU2008-5). Mayor Pro Tem Tageant opened the public hearing.

Senior Planner Russ Wright presented the staff report and said tonight's action is to consider a request to extend the Clock Tower Development Agreement and associated Special Use Permit. He then responded to Councilmembers' questions.

Mayor Pro Tem Tageant invited public comment.

Jim Stillabower, 3232 91st Drive NE, said he does not support extending the Development Agreement. He is concerned that this is a small piece of property that provides natural habitat for eagles, deer and other wildlife. The city does not need another self storage unit.

Jay Drucas, 3316 91st Drive NE, said this project is not good for his neighborhood. This project will remove trees that buffer power lines, there will be increased traffic and neighborhood property values will decrease.

David Lee, 12214 SE 18th Place, Bellevue, said he is the applicant. He reminded of the two meetings he held for the neighborhood prior to moving the project forward; he said the project provides a greenbelt and fencing, and that architectural features are designed to make the buildings less intrusive to the neighborhood. The extension is requested due to economic and personal conditions out of his control.

Colleen Stillabower, 3232 91st Drive NE, said the buffer behind her home is only ten feet. She commented that when the development was originally brought forward many homeowners did not understand the process and did not participate. She opposes this development.

Rachel Shadel, 3324 91st Drive NE, said she purchased her home after this project was approved and was not aware of it. She understood the greenbelt could not be altered, is concerned about property values decreasing and the negative impact on wildlife.

MOTION: Councilmember Welch moved, Councilmember Daughtry seconded, to close the public comment portion of the public hearing. On vote the motion carried unanimously (7-0-0-0).

Councilmembers inquired, and Senior Planner Wright responded, regarding landscape buffers, plans for traffic patterns in and out of the project and fencing and building heights. Senior Planner Wright clarified that the Development Agreement became effective on the date of recording with the Snohomish County Auditor, March 25, 2010; the agreement provided for development to be completed within five years from the date of recording.

MOTION: Councilmember Spencer moved, Councilmember Welch seconded, to close the Public Hearing. On vote the motion carried unanimously (7-0-0-0).

MOTION: Councilmember Spencer moved, Councilmember Low seconded, to hold a first and final reading of Resolution 2015-05 extending the Clock Tower Development Agreement and associated special Use Permit (SU2008-5) as a combined action at the March 23, 2015 City Council regular meeting. On vote the motion carried (6-1-0-0) with Councilmember Daughtry opposing.

Action Items:

Ordinance 928 Amending LSMC Section 2.92 Entitled Sale and Disposal of Surplus and Personal Property: City Administrator Berg presented the staff report; she then responded to Councilmembers' questions.

MOTION: Councilmember Welch moved, Councilmember Daughtry seconded, to have a first and final reading of Ordinance 928 Amending the Lake Stevens Municipal Code, Chapter 2.92.020, entitled "Methods for selling surplus and personal property". On vote the motion carried unanimously (7-0-0-0).

Discussion Items:

Council Person's Business: Councilmembers reported on the following meetings: Councilmember Daughtry: Community Transit (CT); Councilmember Low: CT, Health District, Sewer Utility; Councilmember Spencer: Sewer Utility; Councilmember Welch: Association of Washington Cities, City Action Days; Arts Commission, Fire Commission; Councilmember Holder: Boys and Girls Club; Councilmember Tageant: Boys and Girls Club, requested a Council retreat be scheduled and inquired about the timeframe for receipt of the Council laptop replacements.

Staff Reports: Staff reported on the following: City Administrator Berg: Fire Chief interviews, Snolsle consultant interviews; Public Works Director Monken: Alum treatment; 20th Street SE; 79th & 20th (East Everett) traffic signal installation; Senior Center cooling system; Police Chief Lorentzen: Staffing update.

Adjourn:

Moved by Councilmember Welch, seconded by Councilmember Spencer, to adjourn the meeting at 7:55 p.m. Motion carried unanimously (7-0-0-0).

Vern Little, Mayor

Kathy Pugh, Deputy City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** 23 March 2015
Date: _____

Subject: Public Works Asset Management System – Agreement Authorization

Contact	Mick Monken	Budget	\$45,091
Person/Department:	<u>Public Works</u>	Impact:	<u>(2015)</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Authorize the Mayor to execute a professional services agreement and software license with Data Transfer Solutions for the Public Works Asset Management System.**

SUMMARY/BACKGROUND: On 9th February 2015 the City Council awarded Data Transfer Solutions to provide the Public Works Asset Management System (PWAMS) as recommended by staff. Following the award to Data Transfer Solutions, the City staff has been working with legal counsel and the vendor on the professional services agreement and software license terms. This has been negotiated successfully and a copy of the agreement and license are included with this report.

Once the professional services agreement and software license is executed, the setup is expected to begin within a few weeks. It is targeted to get the PWAMS activated before the end of June 2015. It is anticipated that it will continue to take several months more to input and fine tune the software to fit the needs to the City.

Regarding the tablets, used for field operations, these have been ordered and are expected to be received in the next few weeks.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: The full system (software license, field device, and device communication, in year 1 is \$45,091. DOE estimated share is \$24,945 with the remaining balance of \$20,146 shared between Street and Storm (City's 2015 Budget is \$30,000).

ATTACHMENTS:

- ▶ Exhibit A: Master Professional Services Agreement
- ▶ Exhibit B: Customer Software License Agreement

EXHIBIT A
MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (this “**Agreement**”) is made and entered into this [_____] day of March, 2015 (the “**Effective Date**”), by and between Data Transfer Solutions, LLC (“DTS”), with an address at 3680 Avalon Park Boulevard, Suite 200, Orlando, Florida 32828, and the City of Lake Stevens, WA (the “**City** ”), with an address at 1812 Main St., Lake Stevens, WA 98258

1. PURPOSE OF AGREEMENT. This Agreement sets forth the terms and conditions applicable to all services (the “**Services**”) to be provided by DTS to the City as more fully described on the statement of work (SOW) executed by an authorized representative of each party to this Agreement (each, an “**SOW**”). The initial SOW is attached hereto as Exhibit A.

2. STATEMENTS OF WORK. Each SOW shall contain an itemized list of all the Services to be provided, together with the price to be charged therefore and shall be signed by an authorized representative of each party to this Agreement. Each SOW shall incorporate this Agreement by reference as though this Agreement is fully set forth therein. Each SOW shall include, at a minimum: (i) a description of the Services and/or the Deliverables (as hereafter defined) to be provided by DTS under the SOW; (ii) each party’s specific responsibilities and obligations with respect thereto; (iii) delivery and/or performance schedules; and (iv) any other information the parties deem necessary or appropriate to be included in the SOW. The terms and conditions of this Agreement shall be applicable to all Deliverables. In the event of a conflict between any SOW and this Agreement, the terms and conditions set forth in this Agreement shall govern unless the parties specifically and expressly state otherwise in such SOW. “**Deliverables**” means the tangible items that DTS will provide to the City as expressly specified in the SOW.

2. PAYMENT TERMS.

(a) **Fees.** In consideration for the Services and/or Deliverables, subject to Section 3 (Term) and Section 4 (Acceptance) of this Agreement, the City shall pay DTS the fees and/or other consideration for the Services and/or Deliverables (the “**Fees**”) set forth in the SOW. The currency to be used for payment of the Fees is the United States Dollar.

(b) **Expenses.** The City shall reimburse DTS for any expenses incurred in connection with performing the Services and/or Deliverables (the “**Expenses**”), but only to the extent the Expenses are specifically itemized in the SOW and/or authorized in advance by the City in writing.

(c) **Invoice Terms.** Unless otherwise specified in the SOW, DTS shall issue invoices to the City on a monthly basis. Invoices shall contain sufficient descriptions of activities that have or shall be performed in the billing period, and such other information as reasonably required by the City. Unless otherwise set forth in writing between the parties, the City will pay all invoices within thirty (30) calendar days of the City’s receipt of such invoice.

3. TERM AND TERMINATION.

(a) **Term.** This Agreement shall commence as of the Effective Date and shall continue until no SOW shall remain in effect or until midnight, 12/31/__. The parties may extend the term of this Agreement by written mutual consent.

(b) **Termination of Agreement.** This Agreement may be terminated (i) immediately by either party if the other party commits a material breach of this Agreement and does not cure such breach within thirty (30) calendar days after receipt of written notice detailing such breach from the non-breaching party; or (ii) immediately by either party upon any insolvency or suspension of the other party’s operations or any petitions filed or proceeding made by or against such party under any state, federal or other applicable law relating to

bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors or other similar proceedings; or (iii) as otherwise provided herein.

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

(c) **Effect of Termination.** Upon termination of this Agreement, the City shall be responsible for payment for all the Services and/or Deliverables provided by DTS performed through the date of termination in accordance with payment provisions.

(d) **Survival.** The parties' rights and obligations, which by their nature would continue beyond the expiration or termination of this Agreement, including, but not limited to, confidentiality shall survive any termination or expiration of this Agreement.

4. ACCEPTANCE. The City shall have ten (10) calendar days following delivery of the Deliverables and/or completion of the Services to review such Services and/or Deliverables provided by DTS hereunder. If during such ten (10) calendar day period the City determines, in its reasonable discretion, that certain Services and/or Deliverables are not acceptable to it, the City shall notify DTS of such non-acceptance in writing setting forth in detail the reasons that such Services and/or Deliverables are not acceptable to the City. If the City fails to reject any Deliverable or Service within ten (10) calendar days following delivery or completion, as the case may be, the City shall be deemed to have accepted such Deliverables and/or Services.

5. DELIVERABLES.

(a) All Deliverables, unless the City has not paid the Fees due for such Deliverable according to the terms of this Agreement, shall be and remain the sole and exclusive property of the City and the City shall exclusively retain all ownership and intellectual property rights therein. If DTS is deemed to retain any intellectual property rights in any Deliverables, or if any Deliverable is not deemed a "work for hire" by operation of law, DTS hereby irrevocably assigns and the City hereby accepts all rights, title and interests in any intellectual property rights in such Deliverable without further consideration.

(b) It is understood that each party shall be free to use its general knowledge, skills and experience outside the scope of this Agreement. DTS shall retain the sole and exclusive ownership of all intellectual property rights in DTS materials, ideas, inventions, concepts, know-how, techniques, methods and processes in existence prior to the effective date of an applicable SOW ("**DTS Pre-Existing IP**"). DTS hereby grants to the City, and the City hereby accepts, subject to any limitations set forth in any applicable Statement of Work, a non-exclusive, worldwide, transferable, perpetual, fully-paid license to use, copy, modify, distribute and sublicense all DTS Pre-Existing IP provided by DTS as part of the Services and/or Deliverables under an SOW, solely as integrated into or used with the applicable Services and/or Deliverables.

6. REPRESENTATIONS AND WARRANTIES. DTS represents that: (i) all the Services and/or the Deliverables shall be performed and/or delivered in a professional and workmanlike manner in accordance with generally accepted industry practices; and (ii) neither the Services nor the Deliverables shall violate or in any way infringe upon the rights of third parties, including, but not limited to: property, contractual, employment, privacy rights or any intellectual property rights (including copyrights, trademark rights, patent rights or trade secrets). DTS DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING ANY SERVICES OR DELIVERABLES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT DELIVERED VIA THE INTERNET OR OTHER NETWORK, DTS DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE OR COMPLETELY SECURE.

7. LIMITATION OF LIABILITY. DTS EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF CONTRACT OR TORT OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT, REGARDLESS OF LEGAL THEORY, WILL DTS' TOTAL LIABILITY ARISING OUT OF OR IN ANY MANNER RELATED TO THIS AGREEMENT EXCEED THE FEES PAID TO DTS UNDER THIS AGREEMENT.

8. CONFIDENTIALITY.

A. **“Confidential Information”** means non-public information may be marked “confidential” or “proprietary” or that otherwise should be understood by a reasonable person to be confidential in nature, provided by a party or on its behalf. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from a non-party.

B. Confidentiality. The parties agree that this Agreement is a public record subject to disclosure under the Public Records Act RCW 42.56. Both parties acknowledge and agree that pursuant to this Agreement valuable marketing and technical information as well as personal information of a confidential nature may be disclosed by DTS and City ; that such information shall be retained by each party in confidence; however, the event of a Public Records Request, prior to any disclosure the City will provide at least 7 calendar days, written 3rd party notice to DTS, whereby the DTS can choose whether the DTS will file for a court order to prevent or limit disclosure under the Public Records Act, or if applicable any other court action. NOTE: City is subject to Public Disclosure laws, and dealings with the City and confidentiality covenants must qualify under this law.

C. Each party may disclose the Confidential Information of the other party to its employees and agents in the normal course of business and on a need-to-know basis provided that such employees and agents shall first have agreed in writing to preserve the confidentiality of such Confidential Information on terms no less restrictive than as required in this Agreement or must be bound by a recognized professional ethical duty of confidentiality that would prohibit disclosure of such Confidential Information.

D. Each party acknowledges that the other party will suffer irreparable injury as a result of any misuse, disclosure or duplication of its Confidential Information by the other party in violation of this Agreement. Accordingly, the injured party shall be entitled in such event to seek injunctive relief, without proving actual damage or posting a bond or other security.

E. The parties' obligations under this Section shall survive for a period of five (5) years following the expiration or termination of this Agreement for any reason.

9. COMPLIANCE WITH LAWS AND POLICIES.

In the course of performance hereunder, the parties will comply with all applicable current and future local, state, and federal laws, regulations and ordinances.

10. RELATIONSHIP. This Agreement is not intended by the parties to constitute, or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein. The parties shall be deemed to be independent contractors, and the employees of one shall not be deemed to be the employees of the other. Neither party shall have authority to bind the other except to the extent authorized herein.

11. GOVERNING LAW. This Agreement will be governed by and construed, interpreted and enforced in accordance with the laws of the State of Washington without giving effect to any provisions relating to conflicts of laws that would require the laws of another jurisdiction to apply. The parties agree that any litigation pertaining to this Agreement shall exclusively be in the federal and state courts located in Snohomish County, Washington.. The parties hereby waive any objections based upon the jurisdiction, forum, or venue of such courts.

12. GENERAL PROVISIONS.

(a) **Assignment.** Except in the case of any assignment to the surviving entity in the event of a merger or other business combination involving a party, or to the purchaser of all or substantially all of a party's assets or voting stock, this Agreement may not be assigned, or otherwise transferred by either party in whole, or in part, without the express prior written consent of the other party. Such consent will not be unreasonably withheld. All terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

(b) **Corporate Authority.** Each party represents and warrants that the person executing this Agreement is duly authorized to bind and to act on behalf of its respective entity and that this Agreement is binding upon said entity in accordance with this Agreement's terms.

(c) **Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed by facsimile or PDF. Said facsimile or PDF shall be deemed an original and fully enforceable and admissible in any legal proceeding. Delivery of an executed counterpart signature page by facsimile or PDF is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party(ies).

(d) **Entire Agreement.** This is the entire agreement between the parties relating to the subject matter herein and supersedes any prior representations or agreements, oral or written and all other communications. This Agreement will not be varied except in writing, signed by the parties. Except as otherwise explicitly provided in this Agreement, the provisions of this Agreement shall control and prevail over any conflicting provisions in any SOW, proposal, purchase order, acceptance notice or other document attached hereto and/or related to the subject matter of this Agreement.

(e) **Prevailing Party.** The prevailing party in any action or proceeding relating to this Agreement shall be entitled to recover reasonable attorneys' fees and other costs from the non-prevailing party, in addition to any other relief to which such prevailing party is entitled.

(f) **Force Majeure.** Neither party shall be liable to the other for delays or failure of performance (other than the failure to make any payment when due) resulting from acts beyond the reasonable control of such party, including, but not limited to, acts of God, governmental orders or restrictions, strikes, terrorism, power failures, riots, fires, floods or other natural disasters.

(g) **Headings and Captions.** The descriptive headings of the articles, sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

(h) **Interpretations.** The parties agree that the terms and conditions of this Agreement are a result of mutual negotiations. Therefore, the rule of construction that any ambiguity shall apply against the drafter is not applicable and will not apply to this Agreement. Any ambiguities shall be reasonably construed as to its fair meaning and not strictly for or against one party regardless of who authored the ambiguous language.

(i) **No Waiver.** A party does not waive any right under this Agreement by failing to insist on compliance with any term of this Agreement or by failing to exercise any right hereunder. Any waiver granted hereunder is

effective only if it is written and signed by the party granting such waiver. A waiver of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision of this Agreement.

(j) **Publicity.** Neither party shall use the other party's name or refer to the other party directly or indirectly in any media release, public announcement, or public disclosure relating to this Agreement or its subject matter, including any promotional or marketing materials, lists, referral lists, or business presentations, without written consent from the other party for each such use or release. Such approval will not be unreasonably withheld.

(k) **Severability.** If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a competent court or tribunal, the validity and enforceability of the remaining provisions will not be affected and, in lieu of such illegal, invalid or unenforceable provision, there will be added as part of this Agreement one or more provisions as similar in terms and effect as may be legal, valid and enforceable under applicable law.

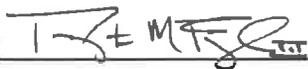
(l) **Notices.** Any notice, request, instruction, or other communication required or permitted to be given under this Agreement shall be in writing, delivered to the addresses first set forth above, to the attention of Chief Operating Officer, with respect to DTS, and to the attention of Chief Operating Officer, with respect to the City . Copies of all notices to DTS shall also be delivered to David G. Mitchell, PA, Suite 500, 3780 Sand Lake Road, Orlando, Florida 32819 Attention: David G. Mitchell. All such notices shall be effectively given: (i) upon personal delivery to the party to be notified; or (ii) upon receipt when delivered by a nationally recognized overnight courier, with written verification of receipt; or (iii) upon receipt as indicated by the date on the signed receipt when delivered by registered or certified mail, return receipt requested and postage prepaid.

(m) **Third Party Beneficiaries.** This Agreement is for the benefit of DTS and the City and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Data Transfer Solutions, LLC

City of Lake Stevens, WA

By: 
Name: A. M. 'Trey' Fragala, III, AICP, PMP
Title: Chief Operating Officer

By: _____
Name:
Title:

EXHIBIT A

STATEMENT OF WORK

PROJECT OVERVIEW

DTS will provide the City of Lake Stevens with a hosted web-based, configurable, commercial off-the-shelf (COTS) product, VUEWorks, that will be accessible through the City's intranet to provide its customers with current asset data in a usable format for budgeting, resource determination, and project scheduling and risk analysis. The intent of the VUEWorks software is to provide an efficient method for maintaining the City's assets, as well as provide a method for public interaction and handle work requests both internal and external.

The VUEWorks software will allow the City of Lake Stevens to better handle service requests, work orders, schedule PM's and track assets. The system is GIS based and all work, work history, outstanding and current work orders, service requests, and asset information is readily available visually in the GIS environment.

To effectively implement the City's VUEWorks Asset Management System it is important to understand the overall goals and objectives for each project activity. Typically there are three generalized project activities including Integration Planning, System Implementation and Production/Maintenance. These activities as described below, constitute the entirety of this Statement of Work.

INTEGRATION PLANNING

Task 1 – Software Acquisition

The City will be provided an invoice for the purchase of the software modules and licenses to be installed on the VUEWorks hosted environment.

Task 1 Deliverables: City's VUEWorks customer, support and licensing information

Task 2 – Project Kickoff Meeting

The project kickoff meeting will be between City staff and the VUEWorks staff. This initial meeting will include a review of the scope and schedule, confirmation of contact information and understanding of roles and responsibilities. Prior to the kickoff meeting, the City will be asked to provide a project organizational chart that contains the City's VUEWorks Project Manager (VWPM). The VW PM is the individual at the City primarily responsible for the successful implementation and subsequent ownership of the VUEWorks system. It is paramount the VW PM be prepared to take ownership of the application during implementation and training to ensure success for both the City and the VUEWorks Implementation Team. The software and hardware configuration process will be discussed.

Task 2 Deliverables: On-site kickoff meeting, Documented meeting minutes, finalized project Management Document

SYSTEM IMPLEMENTATION

Task 3 – Configuration

VUEWorks will be installed and configured on a VUEWorks hosted environment. Installation will include the installation of VUEWorks and validating its connection to the ArcGIS Server map connection. The City will provide DTS with the required data GIS data and an mxd file.

VUEWorks software training is provided to internal managers and/or VUEWorks administrators specifically to create a group of 'train the trainers'. *Tier 1 Implementation* is appropriate for organizations that wish to expand the use of VUEWorks over a phased time period, where expansion of the system will be performed by internal staff. *Tier 1 Implementation* does not result in a turnkey VUEWorks system ready for use by the entire organization. Instead, it produces a group of managers and/or VUEWorks administrators that are trained to configure VUEWorks and complete the system's build out over time.

Tier 1 Implementation is composed of remote training. Remote training is an extremely cost effective way to cover topics that can be addressed in a couple hours - which is appropriate once the initial onsite training is complete. Training is hands on and covers all aspects of VUEWorks' tools and user interfaces/screens that provide end user configuration of each purchased module. VUEWorks can use existing workflows and business processes, or desired work flows and business processes, to partially structure the training sessions. This allows training to be based on the actual 'go live' configuration of the system. This benefits the trainees in that a portion of actual system configuration work is being performed through the course of training.

Deliverables: VUEWorks installed and configured in hosted environment, VUEWorks administer trained on system thur the complete configuration of one asset type(having the working knowledge to configure future asset types).

PRODUCTION/MAINTENANCE

Task 4 – Go Live

The VUEWorks Asset Management System will be finalized and ready for to take ownership at the conclusion of Task 3. It is important that the VUEWorks Administrator of the system receive appropriate training and have a good working knowledge of the overall application framework and included functionality before attempting to operate in a production mode. Once training is complete, the system will be officially released and authorized City staff will have access to the production site.

Deliverables: Official release and support of the VUEWorks Asset Management System.

Task 5 – Technical Support/Maintenance

VUEWorks will provide technical support to the City through a network of support personnel located through the US. This has proven to be the most effective way to support all US time zones (8:00 a.m. to 8:00 p.m. Eastern time). We utilize a single point of entry to our support channels via a 1-800 number that can be answered by our support team. The location of our support personnel is transparent to the caller and most initial support requests are handled by this first call. In cases where support calls need to be

escalated, these are logged and transferred to our second-tier support team (typically direct support for the project) and routed to the appropriate team for investigation and resolution.

VUEWorks releases and upgrades are provided at no additional charge to all customers that are current with their maintenance and support payments.

PROJECT SCHEDULE:

Task 1: 3/16/2015

Task 2: 3/30/2015

Task 3: 4/06/2015 to 4/29/2015

Task 4: 4/30/2015

Task 5: 5/01/2015

EXIHIBIT B – PROJECT FEES

Project No. 14054

The following bid proposal is for the purchase and setup support for an Asset Management System for the Public Works Department that meet the minimum requirements as listed in this RFP as outline in this bid document.

1. System Purchase including setup services and first year	<u>\$ 37,400.00</u>
2. Annual Service fee (year 2 through 5)	
<u>\$ 6,400.00</u> x 4 years =	<u>\$ 25,600.00</u>
Sales tax (8.6%)	<u>\$ 430.00</u>
TOTAL BASE BID (Bid 1 & 2 + Sales Tax)	<u>\$ 63,430.00</u>
3. Cost of each additional user per year (above the required 8)	<u>\$ 500.00</u>

Products and Services Provided Hereunder and Applicable Charges:

Please Choose Applicable Products, Options and Services (see product literature for product features and specifications):

Modules:	Unit Cost	Quantity	Total
VUEWorks® Core (<i>First Single User License</i>)	\$5,000	1	\$5,000
Additional Single User Core License(s)	\$500	2	\$1,000
VUEWorks® Facilities (<i>First Single User License</i>)	\$2,000	1	\$2,000
Additional Single User Facilities License(s)	\$500		Not Included
VUEWorks® Service Call (<i>First Single User License</i>)	\$2,000	1	\$2,000
Additional Single User Service Call License(s)	\$500		Not Included
VUEWorks® Work Order (<i>First Single User License</i>)	\$5,000	1	\$5,000
Additional Single User Work Order License(s)	\$500	1	\$500
VUEWorks® Resource Manager (<i>First Single User License</i>)	\$2,000	1	\$2,000
Additional Single User Resource Manager License(s)	\$500		Not Included
VUEWorks® Condition (<i>First Single User License</i>)	\$5,000		Not Included
Additional Single User Condition License(s)	\$500		Not Included
VUEWorks® Risk (<i>First Single User License</i>)	\$5,000		Not Included
Additional Single User Risk License(s)	\$500		Not Included
VUEWorks® Valuation (<i>First Single User License</i>)	\$2,000		Not Included
Additional Single User Valuation License(s)	\$500		Not Included
VUEWorks® Budget Forecasting (<i>First Single User</i>)	\$2,000		Not Included
Additional Single User Budget Forecasting License(s)	\$500		Not Included
VUEWorks® Projects (<i>First Single User License</i>)	\$2,000		Not Included
Additional Single User Projects License(s)	\$500		Not Included
VUEWorks® Inventory (<i>First Single User License</i>)	\$5,000		Not Included
Additional Single User Inventory License(s)	\$500		Not Included
VUEWorks® MobileVUE (<i>First Single User License</i>)	\$5,000	1	\$5,000
Additional Single User MobileVUE License(s)	\$500	3	\$1,500
VUEWorks® ASTM Pavement Pack (<i>Unlimited Users</i>)	\$1,000		Not Included
VUEWorks® VUEPoint (<i>Unlimited Users</i>)	\$10,000		Not Included
VUEWorks® Customer Request Portal (<i>Unlimited Users</i>)	\$2,000	1	\$2,000
Total Software License Cost			\$ 26,000.00
License Discount (if applicable)			0.00% \$ -
License Total			\$ 26,000.00
Annual Technical Support and Maintenance (20% of Original License Cost)			\$ 5,200.00
Installation*			\$ 2,500.00
Implementation**			\$ 2,500.00
Hosting***			\$ 1,200.00
TOTAL AGREEMENT AMOUNT			\$ 37,400.00

* Installation: Estimate Only - Remote install requires VPN network access and administrative access to servers. Billed at \$200/hr

** Implementation: Tier 1 cost is \$1,600 per day + travel expense billed at cost. Tier 2 is TBD based on scope of work.

***Hosting: Cloud-based hosting at Class A facility (Annual Cost)

ANNUAL MAINTENANCE AND SUPPORT (SUBSCRIPTION PROGRAM) INCLUDES UPDATES, UPGRADES AND BASIC TECHNICAL SUPPORT DURING EACH ANNUAL TERM BASED UPON 20% OF THE THEN-CURRENT TOTAL LICENSE(S) FEE. INSTALLATION, IMPLEMENTATION OR TRAINING SERVICES ARE AVAILABLE SUBJECT TO SCHEDULING AT THE THEN CURRENT RATES AND POLICIES. PLEASE CONTACT VUEWORKS FOR MORE INFORMATION.

Invoices shall be sent not more frequently than monthly with associated progress report(s) and details sufficient for the City of Lake Stevens. Fees shall be invoiced based on a percentage of completion and due in full within thirty (30) days of the receipt of the invoice.



EXHIBIT B
VUEWorks®
Customer Software License Agreement
(Server Version)

THIS CUSTOMER SOFTWARE LICENSE AGREEMENT (this “*Agreement*”) is made as of _____ (the “**Effective Date**”) by and between Data Transfer Solutions, LLC, a limited liability company (“*DTSs*”), with an address at 3680 Avalon Park Blvd. East, Suite 200, Orlando, Florida, USA, and City of Lake Stevens Washington, a Municipal Corporation (“**Customer**” or “**City**”), with an address at 1812 Main St., Lake Stevens, WA 98258. DTS and Customer are each also referred to herein as a “Party” and collectively as the “Parties”.

Whereas Customer desires to license and implement, and DTS desires to provide, the “*VUEWorks Software*” described in this Agreement. Therefore, in consideration of the mutual duties and obligation set forth herein, the Parties hereby mutually agree to the terms and conditions as provided in this Agreement.

DTS AND CUSTOMER HAVE EACH READ AND AGREE TO BE LEGALLY BOUND BY THE ATTACHED **TERMS AND CONDITIONS** AND THE ACCOMPANYING **ORDER FORM**, ALL OF WHICH ARE INCORPORATED FULLY INTO THIS AGREEMENT, AND HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES BELOW.

ACCEPTED BY:

Company Name

Signature

Date

Printed Name

Title

ACCEPTED BY:

DATA TRANSFER SOLUTIONS, LLC

03.12.15

Signature

Date

A. M. “Trey” Fragala, III, AICP, PMP

Printed Name

Chief Operating Officer

Title

**VUEWorks®
Customer Software License Agreement
(Server Version)**

TERMS AND CONDITIONS

Please Note: Customer is purchasing a license to use the VUEWorks Software. The VUEWorks Software is owned and remains the property of DTS and its licensors and is protected by copyright and other intellectual property laws and international treaties.

1. Grant of Customer License. The VUEWorks® software product(s) identified on Exhibit A, attached hereto and made a part hereof, in object code format, along with any Customer documentation provided to Customer by DTS hereunder (collectively, “**VUEWorks Software**”) are licensed, not sold, to Customer for use solely under the terms of this Agreement. Subject to the timely payment by Customer of the Fees (as hereafter defined), DTS hereby grants to Customer a limited, nonexclusive, non-sub-licensable, nontransferable, license to use the VUEWorks Software, in object code, solely for the internal business purpose or municipal purpose, as applicable, of Customer on a single server with up to the number of concurrent users as specified in any applicable ORDER FORM. DTS shall have the right to audit, either on-site or remotely, the number of users and use of the software in accordance with the terms and conditions herein upon reasonable notice. Customer agrees to provide DTS access to servers, computers, records, etc. in conjunction with this audit provision.

2. Delivery, Fees and Payment Terms. The terms and conditions stated herein shall control for all purchases of DTS products. All DTS prices are F.O.B. DTS’ office address. Costs of shipping and insurance, if applicable, shall be paid and borne by

Customer. Prices do not include federal, state or local taxes, excise taxes, tariffs or duties. Customer agrees to pay all such taxes or to reimburse DTS for such taxes that DTS may be required to pay. Customer agrees to pay all fees set forth on the ORDER FORM (the “**Fees**”) on a net 30 days from invoice date. Late payments are subject to an interest charge of the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. In the event that any unpaid amounts are referred to collection, Customer shall reimburse DTS for all costs and expenses of collection, including all reasonable attorneys’ fees incurred. Customer agrees that it will not directly or indirectly export or re-export the VUEWorks Software, in whole or in part, or any technical data relating thereto, to any country, person, or entity subject to U.S. export restrictions. Customer specifically agrees not to export or re-export VUEWorks Software (a) to any country that the U.S. has embargoed or restricted the export of goods or services or (b) to any national or resident of any such country who intends to transmit or transport the products back to such country.

3. Maintenance and Technical Support. Maintenance and Technical Support services are available directly by DTS or the DTS authorized representative designated in the ORDER FORM per the terms of this Agreement or the terms of a separate Maintenance and Technical Support Agreement. Such services are subject to the timely payment of the applicable Maintenance and Technical Support fees set forth in the ORDER FORM. Technical support shall be provided in accordance with

the terms of the Maintenance and Technical Support Policy attached hereto as Exhibit B.

4. Intellectual Property Rights and License Restrictions. The VUEWorks Software, and all components thereof and all proprietary materials used by DTS, or delivered or provided by DTS to Customer in the course of this Agreement is, and shall at all times remain, the sole and exclusive property of DTS or its licensors, including, without limitation, all worldwide Intellectual Property Rights embodied in, related to, or represented by, the VUEWorks Software or any version thereof. **“Intellectual Property Rights”** means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including moral rights and similar rights.

Customer may not directly or indirectly copy, alter, modify, adapt, translate, or create derivative works based upon the VUEWorks Software or any part of it. Customer may not directly or indirectly (i) de-compile, reverse engineer, disassemble or otherwise reduce the VUEWorks Software, or (ii) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the VUEWorks Software, or (iii) interfere with or disrupt the integrity of the VUEWorks Software. Customer may not rent, lease, sublease, re-license or otherwise make available the VUEWorks Software (other than allowing access to Customer’s data through the use of the VUEWorks Software), in whole or in part, to third parties or use the VUEWorks Software as part of a commercial service bureau, outsourcing, timesharing, or affiliate program environment. Without in any way limiting the foregoing, if Customer, directly or through a third party, makes any Derivative (as hereafter defined) of the VUEWorks

Software, Customer acknowledges and agrees that all such Derivatives are the sole property of DTS, and all such use of the Derivatives is expressly subject to the terms of this Agreement. Customer irrevocably grants, transfers, and assigns to DTS, without reservation, a worldwide ownership right, title and interest in and to all Derivatives of the VUEWorks Software, which Customer may have or acquire, by operation of law or otherwise. Customer further hereby irrevocably transfers and assigns to DTS any and all moral rights that Customer may have in such Derivatives, and hereby forever waives and agrees never to assert any and all moral rights it may have therein. Customer, at the written request and expense of DTS, agrees to execute any and all documentation necessary to formally transfer such rights to DTS. **“Derivative(s)”** means an adaptation, enhancement, improvement, modification, revision, derivation, or translation.

5. Confidentiality. As used herein, “Disclosing Party” and “Recipient” refer respectively to the Party which discloses information and the Party to which information is disclosed in a given exchange. Either DTS or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. Recipient will hold the Confidential Information (as hereafter defined) of the Disclosing Party in confidence, using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party’s advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents in the normal course of

its business and only on a need-to-know basis; provided; each such employee or agent must either have agreed in writing to comply with confidentiality obligations no less restrictive than those set forth herein or must be bound by an ethical duty of confidentiality that would prohibit disclosure of such Confidential Information. Notwithstanding the forgoing, a Party will not be prohibited from disclosing the Confidential Information to the extent required by applicable law, statute, rule, regulation, or regulatory or administrative body. If disclosure is required by law, statute, rule, regulation, or regulatory or administrative body (including any subpoena or other similar form of process), the Party to which the request for disclosure is made shall (to the extent permissible by law) provide the other Party with prior prompt written notice thereof and, if practicable under the circumstances, allow the other Party to seek a restraining order or other appropriate relief. The Party required to make such disclosure will cooperate with the efforts of the other Party in obtaining such relief. If such relief cannot be obtained, the Party required to disclose the Confidential Information shall cooperate with the other Party's efforts to obtain reasonable assurances that confidential treatment will be accorded to the information so disclosed. Each Party acknowledges that the other Party will suffer irreparable injury as a result of any misuse, disclosure or duplication of its Confidential Information by the other Party in violation of this clause. Accordingly, the injured Party shall be entitled in such event to seek injunctive relief, without proving actual damage or posting a bond or other security, in addition to any other applicable remedies, including the recovery of damages. . **"Confidential Information"** means all nonpublic information and material that from all the relevant circumstances should reasonably be assumed to be proprietary or otherwise confidential. Confidential

Information of DTS includes, but is not limited to, nonpublic information related to the details and components of the VUEWorks Software.. "Confidential Information" does not include information that (a) is or becomes generally known to the public or made available on the Internet at any time by any means other than a breach of the obligations under this Agreement of a Receiving Party; (b) is received by the Receiving Party from a third party who had a lawful right without restriction to disclose such information; or (c) is independently developed by the Receiving Party.

6. Warranty. DTS represents and warrants that it has the rights to grant the license and other rights to Customer hereunder, the VUEWorks Software supplied by it under this Agreement will not infringe upon the copyright or trademark of any third party and the VUEWorks Software media provided hereunder to be free of defects for a period of ninety (90) days from the date of purchase. During this period, DTS will replace at no cost any such defective media returned to DTS.

7. Exclusive Remedy. Customers exclusive remedy and DTS' entire liability for breach of the limited warranties set forth in this Agreement shall be limited, at DTS' sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for VUEWorks' Software, provided that Customer is current with Maintenance and Support fees, or (iii) return of the Fees paid by Customer for the VUEWorks Software that does not meet DTS' limited warranty, provided that (i) Customer uninstalls, removes, and destroys all copies of VUEWorks Software and any documentation in connection therewith and (ii) executes and delivers evidence of such actions to DTS.



8. Indemnification.

(a) DTS agrees to indemnify and hold harmless Customer and its officers, directors, agents and employees from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) attributable to the use of the VUEWorks Software infringing the U.S. patent or copyright or utilizing the trade secret misappropriation from any third party, provided that Customer promptly notify DTS in writing of any and all known threats, claims and proceedings related thereto. The foregoing obligation of DTS does not apply with respect to any intellectual property (a) not supplied by DTS, (b) combined with other products, processes or materials, to the extent the alleged infringement relates to such combination and such combination was not authorized by DTS, or (c) to the extent that Customer's use of the VUEWorks Software is not in accordance with this Agreement.

If any VUEWorks Software becomes, or in DTS' opinion is likely to become, the subject of a claim of infringement, DTS will, at its option, (i) procure for Customer the right to continue using the VUEWorks Software; (ii) replace the VUEWorks Software with a non-infringing product substantially complying with the VUEWorks Software's specifications and functionality; (iii) modify the VUEWorks Software so it becomes non-infringing and performs in a substantially similar manner to the original VUEWorks Software; or (iv) terminate the license, in whole or in part, to the affected VUEWorks Software and DTS will refund any prepaid fees with respect to the affected VUEWorks Software. This Section states the entire liability of DTS, its affiliate and representatives for infringement by any VUEWorks Software.

(b) Customer agrees to indemnify and hold harmless DTS and its officers, directors,

members, agents and employees from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of any claim or suit which may be brought or made against DTS arising from (i) the combination, operation, or use of the VUEWorks Software with any third party goods or services not specifically provided or authorized by DTS, if such claim of infringement would have been avoided but for such combination, operation, or use, (ii) any modification, alteration, or other changes to the VUEWorks Software created by or on behalf of Customer by a party other than DTS, (iii) any unauthorized use of the VUEWorks Software by Customer, or (iv) the breach by Customer of any provision of this Agreement.

(c) The Parties agree that the indemnification obligations set forth above shall be conditioned upon the indemnified Party (i) promptly notifying the indemnifying Party of such claim, (ii) providing the indemnifying Party with the right to defend or settle such claim, including selection of defense counsel, and (iii) providing the indemnifying Party with good faith assistance in the defense or settlement of such claims. Subject to the foregoing, the indemnified Party shall have the right to participate at its own expense in any indemnification action or related settlement negotiations using counsel of its own choice. Neither Party may consent to the entry of any judgment or enter into any settlement that adversely affects the rights or interests of the other Party without such Party's prior written consent, which may not be unreasonably withheld.

9. Disclaimer and Limitations of Liability. DTS AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (i) THE USE OF THE VUEWORKS SOFTWARE WILL BE SECURE,



UNTERUPTED OR ERROR FREE OR (ii) THE VUEWORKS SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS. EXCEPT AS EXPRESSLY PROVIDED HEREIN. THE VUEWORKS SOFTWARE IS PROVIDED TO CUSTOMER "AS-IS". DTS DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE VUEWORKS SOFTWARE, AND/OR ITS USE AND OPERATION.

ALL THIRD PARTY SOFTWARE INCORPORATED IN THE VUEWORKS SOFTWARE IS PRODUCED "AS IS". DTS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE THIRD PARTY SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE VUEWORKS SOFTWARE, AND/OR ITS USE AND OPERATION.

LICENSE FEES PAID FOR THE VUEWORKS SOFTWARE DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION OF THE RISK AND IN NO EVENT, OTHER THAN WITH RESPECT TO THE PARTIES' CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS HEREUNDER, SHALL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFIT, REVENUE, OR DATA), ARISING OUT OF OR RELATING TO

THIS AGREEMENT EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR FOR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, IN THE VUEWORKS SOFTWARE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF DTS AND ITS LICENSORS SHALL NOT EXCEED THE AMOUNT OF LICENSE FEES ACTUALLY PAID BY CUSTOMER TO DTS.

THIS AGREEMENT PROVIDES CUSTOMER WITH SPECIFIED LEGAL RIGHTS AND CUSTOMER MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS OF WARRANTIES, SO THE ABOVE WARRANTY, DISCLAIMER AND LIMITATIONS OF LIABILITY OR EXCLUSIONS MAY NOT APPLY.

10. Term and Termination. This Agreement shall commence on the Effective Date and shall continue until all ORDER FORMS issued hereunder have expired or have been terminated, unless terminated in accordance with the termination procedures set forth herein or as otherwise provided herein. Either Party may terminate this Agreement upon written notice to the other Party if the other Party materially breaches any obligation and fails to cure such breach within thirty (30) days after receiving written notice thereof (such notice providing specific details of such breach). Either Party shall also have the right to terminate this Agreement upon written notice to the other Party if the other Party: (i) terminates or ceases operating its business in the normal course; (ii) becomes subject to any bankruptcy or insolvency



proceeding under federal or state statute; (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or (iv) has wound up liquidated, voluntarily or otherwise, and in the case of (ii) and (iii), above, if the condition has not been cured within sixty (60) days. Upon the termination or expiration of this Agreement, upon a request by either Party hereto: (i) all outstanding payments to the other Party shall promptly be paid in full; (ii) all Confidential Information of one Party in the possession of the other shall be promptly returned (or, at the other Party's written instruction, destroyed). Upon termination or expiration of this Agreement, Customer agrees, at the option of DTS, to return or destroy/disable the VUEWorks Software so that it is no longer usable and to make no further use of the VUEWorks Software. The Parties' rights and obligations, which by their nature would continue beyond the expiration or termination of this Agreement, including, but not limited to, Sections 2, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, shall survive any termination or expiration of this Agreement.

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

11. Exemption under Public Records Disclosure Laws. In the event Customer is a government entity subject to state or federal public records disclosure law, it expressly acknowledges and agrees that DTS believes that all DTS' Confidential Information and Intellectual Property Rights constitutes and/or will constitute "trade secrets" as defined by the Uniform Trade Secrets Act as enacted, and/or pursuant to other applicable state or federal law. Further, DTS expressly claims exemption from disclosure of this Agreement under any public records law that is or may be applicable to this Agreement..

The parties agree that this Agreement is a public record subject to disclosure under the Public Records Act RCW 42.56. Both parties acknowledge and agree that pursuant to this Agreement valuable marketing and technical information as well as personal information of a confidential nature may be disclosed by DTS and City; that such information shall be retained by each party in confidence; however, the event of a Public Records Request, prior to any disclosure the City will provide at least 7 calendar days, written 3rd party notice to DTS, whereby the DTS can choose whether the DTS will file for a court order to prevent or limit disclosure under the Public Records Act, or if applicable any other court action. NOTE: City is subject to Public Disclosure laws, and dealings with the City and confidentiality covenants must qualify under this law.

12. Governing Law. This Agreement will be governed by and construed, interpreted and enforced in accordance with the laws of the State of Washington, without giving effect to any provisions relating to conflicts of laws that would require the laws of another jurisdiction to apply. The Parties agree that any litigation pertaining to this Agreement shall exclusively be in the state and federal courts located in Snohomish County, Washington. The Parties hereby waive any objections based upon the jurisdiction, forum, or venue of such courts

13. General Terms.

(a) **Assignment.** Except in the case of any assignment to the surviving entity in the event of a merger or other business combination involving a Party, or to the

purchaser of all or substantially all of a Party's assets or voting stock, this Agreement may not be assigned, or otherwise transferred by either Party in whole, or in part, without the express prior written consent of the other Party. Such consent will not be unreasonably withheld. All terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties to this Agreement and their respective successors and permitted assigns.

(b) **Corporate Authority.** Each Party represents and warrants that the person executing this Agreement is duly authorized to bind and to act on behalf of its respective entity and that this Agreement is binding upon said entity in accordance with this Agreement's terms.

(c) **Compliance with Laws.** Customer will comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in its use of the VUEWorks Software, and in performing its duties, responsibilities, and obligations pursuant to this Agreement.

(d) **Prevailing Party.** The prevailing Party in any action or proceeding relating to this Agreement shall be entitled to recover reasonable attorneys' fees and other costs from the non-prevailing Party, in addition to any other relief to which such prevailing Party is entitled with the exception of injunctive relief sought under the Public Disclosure Laws including The Public Records Act RCW 42.56

(e) **Counterparts.** The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed by facsimile or PDF. Said facsimile or PDF shall be deemed an original and fully enforceable and admissible in any legal proceeding. Delivery of an executed

counterpart signature page by facsimile or PDF is as effective as executing and delivering this Agreement in the presence of the other Parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Party to the other Party(ies).

(f) **Entire Agreement.** This is the entire agreement between the Parties relating to the subject matter herein and supersedes any prior representations or agreements, oral or written and all other communications. This Agreement will not be varied except in writing, signed by the Parties. Except as otherwise explicitly provided in this Agreement, the provisions of this Agreement shall control and prevail over any conflicting provisions in any proposal, purchase order, acceptance notice or other document attached hereto and/or related to the subject matter of this Agreement.

(g) **Force Majeure.** Neither party shall be liable to the other for delays or failure of performance (other than the failure to make any payment when due) resulting from acts beyond the reasonable control of such party, including, but not limited to, acts of God, governmental orders or restrictions, strikes, terrorism, power failures, riots, fires, floods or other natural disasters.

(h) **Headings and Captions.** The descriptive headings of the articles, sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

(i) **Interpretations.** The Parties agree that the terms and conditions of this Agreement are a result of mutual negotiations. Therefore, the rule of construction that any ambiguity shall apply against the drafter is not applicable and will not apply to this Agreement. Any ambiguities shall be reasonably construed as to its fair

meaning and not strictly for or against one Party regardless of who authored the ambiguous language.

(j) **No Waiver.** A Party does not waive any right under this Agreement by failing to insist on compliance with any term of this Agreement or by failing to exercise any right hereunder. Any waiver granted hereunder is effective only if it is written and signed by the Party granting such waiver. A waiver of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision of this Agreement.

(k) **Publicity.** Neither Party shall use the other Party's name or refer to the other Party directly or indirectly in any media release, public announcement, or public disclosure relating to this Agreement or its subject matter, including any promotional or marketing materials, lists, referral lists, or business presentations, without written consent from the other Party for each such use or release. Such approval will not be unreasonably withheld.

(l) **Severability.** If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a competent court or tribunal, the validity and enforceability of the remaining provisions will not be affected and, in lieu of such illegal, invalid or unenforceable provision, there will be added as part of this Agreement one or more provisions as similar in terms and effect as may be legal, valid and enforceable under applicable law.

(m) **Notices.** Any notice, request, instruction, or other communication required or permitted to be given under this Agreement shall be in writing, delivered to the addresses first set forth above, to the attention of Chief Operating Officer, with respect to DTS, and to the attention of Chief Operating Officer, with respect to the

Customer. Copies of all notices to DTS shall also be delivered to David G. Mitchell, PA, Suite 500, 3780 Sand Lake Road, Orlando, Florida 32819 Attention: David G. Mitchell. All such notices shall be effectively given: (i) upon personal delivery to the Party to be notified; or (ii) upon receipt when delivered by a nationally recognized overnight courier, with written verification of receipt; or (iii) upon receipt as indicated by the date on the signed receipt when delivered by registered or certified mail, return receipt requested and postage prepaid.

(n) **Third Party Beneficiaries.** This Agreement is for the benefit of DTS and the Customer and not for the benefit of any other party.

End of TERMS AND CONDITIONS

EXHIBIT A

**VUEWorks Software Product(s)
(ORDER FORM)**





Vueworks, LLC
SOFTWARE ORDER FORM

Agreement Date: 03.12.2015

Customer Information:	
Organization	Technical
Name: City of Lake Stevens, WA	Contact: _____
Contact: Mathew Goad	Phone: _____
Phone: _____	Fax: _____
Fax: _____	Email: _____
Email: _____	Address: 1812 Main Street
Address: 1812 Main Street	Lake Stevens, WA 98259
Lake Stevens, WA 98259	
Billing	Delivery
Contact: _____	Contact: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
Address: 1812 Main Street	Address: 1812 Main Street
Lake Stevens, WA 98259	Lake Stevens, WA 98259

Products and Services Provided Hereunder and Applicable Charges:
 Please Choose Applicable Products, Options and Services (see product literature for product features and specifications):

Modules:	Unit Cost	Quantity	Total
VUEWorks® Core (First Single User License)	\$5,000	1	\$5,000
Additional Single User Core License(s)	\$500	2	\$1,000
VUEWorks® Facilities (First Single User License)	\$2,000	1	\$2,000
Additional Single User Facilities License(s)	\$500		Not Included
VUEWorks® Service Call (First Single User License)	\$2,000	1	\$2,000
Additional Single User Service Call License(s)	\$500		Not Included
VUEWorks® Work Order (First Single User License)	\$5,000	1	\$5,000
Additional Single User Work Order License(s)	\$500	1	\$500
VUEWorks® Resource Manager (First Single User License)	\$2,000	1	\$2,000
Additional Single User Resource Manager License(s)	\$500		Not Included
VUEWorks® Condition (First Single User License)	\$5,000		Not Included
Additional Single User Condition License(s)	\$500		Not Included
VUEWorks® Risk (First Single User License)	\$5,000		Not Included
Additional Single User Risk License(s)	\$500		Not Included
VUEWorks® Valuation (First Single User License)	\$2,000		Not Included
Additional Single User Valuation License(s)	\$500		Not Included
VUEWorks® Budget Forecasting (First Single User License)	\$2,000		Not Included
Additional Single User Budget Forecasting License(s)	\$500		Not Included
VUEWorks® Projects (First Single User License)	\$2,000		Not Included
Additional Single User Projects License(s)	\$500		Not Included
VUEWorks® Inventory (First Single User License)	\$5,000		Not Included
Additional Single User Inventory License(s)	\$500		Not Included
VUEWorks® MobileVUE (First Single User License)	\$5,000	1	\$5,000
Additional Single User MobileVUE License(s)	\$500	3	\$1,500
VUEWorks® ASTM Pavement Pack (Unlimited Users)	\$1,000		Not Included
VUEWorks® VUEPoint (Unlimited Users)	\$10,000		Not Included
VUEWorks® Customer Request Portal (Unlimited Users)	\$2,000	1	\$2,000
Total Software License Cost			\$ 26,000.00
License Discount (if applicable)			0.00% \$ -
License Total			\$ 26,000.00
Annual Technical Support and Maintenance (20% of Original License Cost)			\$ 5,200.00
Installation*			\$ 2,500.00
Implementation**			\$ 2,500.00
Hosting***			\$ 1,200.00
TOTAL AGREEMENT AMOUNT			\$ 37,400.00

* Installation: Estimate Only - Remote install requires VPN network access and administrative access to servers. Billed at \$200/hr

** Implementation: Tier 1 cost is \$1,600 per day + travel expense billed at cost. Tier 2 is TBD based on scope of work.

***Hosting: Cloud-based hosting at Class A facility (Annual Cost)

ANNUAL MAINTENANCE AND SUPPORT (SUBSCRIPTION PROGRAM) INCLUDES UPDATES, UPGRADES AND BASIC TECHNICAL SUPPORT DURING EACH ANNUAL TERM BASED UPON 20% OF THE THEN-CURRENT TOTAL LICENSE(S) FEE. INSTALLATION, IMPLEMENTATION OR TRAINING SERVICES ARE AVAILABLE SUBJECT TO SCHEDULING AT THE THEN CURRENT RATES AND POLICIES. PLEASE CONTACT VUEWORKS FOR MORE INFORMATION.

ACCEPTANCE of the terms of this Agreement are acknowledged by the signatures of the Authorized Representatives of the parties to the Agreement.

AS TO:
CITY OF LAKE STEVENS, WA

Signature _____ Date _____

Printed Name _____

Title _____

AS TO:
VUEWORKS, LLC

Signature Trey M. Fragala Date 03.12.15

A. M. 'Trey' Fragala, III, AICP, PMP

Printed Name _____

Chief Operating Officer

Title _____

EXHIBIT B

MAINTENANCE & TECHNICAL SUPPORT POLICY

1. DTS technical support is available from 8:00am to 5:00pm, Pacific Time, on all weekdays other than Federal holidays. DTS' support includes answering questions from Customer over the telephone or email, and the commercially reasonable effort to have the VUEWorks Software functioning properly in accordance with the documented product features and specifications.
2. DTS Support must be initiated either through calling the support line (800) 252-2402 x2 or Support Email: support@vueworks.com. DTS recommends the use of email as it serves as a written record of the event.
3. Customer shall designate one individual to serve as the primary support contact for requests. Additionally, Customer may designate as many as two (2) more secondary individuals who may contact DTS directly for support issues. Other arrangements will be addressed on a case by case basis and must be agreed to in writing by Customer and DTS.
4. The initial contact whether invoked by email or telephone for a particular issue defines the beginning of a support incident.
5. In cases where a DTS staff member is unable to answer the phone, or when the Customer uses email for a support request, Customer will include in the message their name, their organization, a thorough description of the steps that preceded the problem, and a call back number. Screen shots and complete descriptions of the problem, activities leading to the problem and any related detail are most helpful. DTS may not be able to respond if this information is not provided.
6. Common incidents include operational questions, improvement suggestions, problems related to changes in the Customers' GIS environment, problems related to changes in the customers' VUEWorks Software implementation, and problems related to defects in the software.
 - a. If the incident involves a defect in the VUEWorks software, DTS will provide the commercially reasonable effort to fix the defect(s) at no charge.
 - i. A defect is defined as an issue with the software during the normal course of operation where the software does not function as documented due to an error in the software code.
 - ii. A defect is often, but not always, accompanied by an error message.
 - iii. VUEWorks software has many dependencies that could generate error messages that are delivered through the VUEWorks software but are not VUEWorks software defects. These include but are not limited to:
 1. ESRI GIS Software (ArcGIS Server or ArcIMS)
 2. MS SQL Server
 3. Server operating system
 4. Permissions
 5. Hardware

6. Network connectivity
7. Individual Customer computer issues
 - a. Individual Customer computer issues are identified when the issue occurs on a limited number of computers but not on all computers using the same VUEWorks software user login.
 - b. DTS reserves the right to determine if an issue is caused by a VUEWorks software defect or not
7. If the issue is determined to be anything other than a defect in the VUEWorks software code then DTS will provide up to 30 minutes of technical support at no charge, followed by a charge of two hundred dollars (\$200) per hour per incident.
8. DTS technical services do not include support for ESRI Software. While DTS staff may attempt, at its sole discretion, to resolve issues stemming from ESRI Software, the Customer recognizes that these types of issues are best supported through ESRI's many support channels.
9. DTS handles incident reports in the following manner
Each incident logged will be given a priority of 0 to 4 as determined by DTS technical support staff. DTS will first attempt to resolve the issue with the Customer upon initial response. If the issue cannot be resolved during initial response then DTS will respond to the request depending on the priority of the issue as defined in the following sections:
 - a. Priority 0. Critical Issue. DTS will start working on the issue within 4 business hours of initial response and continue to work on the issue during normal business hours until the issue is resolved. Examples of Critical Issues:
 - i. No user at the Customer site can log on to the VUEWorks software
 - ii. The map does not display on any user computer at the Customer's site.
 - iii. No user at the Customer's site can create a Service Call or Work Order
 - b. Priority 1. Severe Issue. DTS will start working on the issue within one business day of initial response and continue to work on the issue during normal business hours until the issue is resolved if any of the following occurs:
 - i. The VUEWorks software generates information that is obviously and substantially incorrect
 - ii. A feature produces error messages that causes an application feature to stop functioning or not produce results
 - c. Priority 2. Important Issue. If the issue cannot be resolved through the initial response process then DTS will start working on the issue within 5 business days and resolve the issue within 30 days thereafter if any of the following occurs:
 - i. An issue reported by Customer that can be resolved by providing help on using a specific feature
 - ii. Issues that cause an error message but do not cause the application to stop functioning or create results that are substantially incorrect
 - iii. Issues acknowledged by DTS as a defect that can be avoided without loss of functionality through a work around process
 - d. Priority 3. Low priority issues. If the issue cannot be resolved through the initial response process then DTS will document the issue but not be obligated to respond within any specific time frame for the following types of issues:

- i. **Issues or questions that are not directly related to the functionality of the product**
- ii. Non-contractual application enhancement request (the "Wishlist"). A non-contractual request to provide features in the VUEWorks software that are not in the current product.
- e. **Priority 4. Issue is not directly related to VUEWorks software. If an issue is determined to be related to hardware, browser, or operating system malfunction DTS will notify Customer that the issue must be resolved by the Customer. These cases are usually substantiated if the issue occurs on only one user computer and cannot be replicated on another user computer or at DTS' test environment.**

DTS, LLC. will provide commercially reasonable effort based on the above guidelines. If it is determined that the effort required to resolve the issue is not included in this Annual Maintenance and Support policy, work will stop and the Customer will be advised that the work is not covered. At DTS discretion, the customer may be provided an option for DTS to continue the work at an agreed to cost and scope.

10. Direct Server Access: In order for DTS to provide adequate support the Customer agrees to provide DTS the means to remotely control and transfer files with the Customer's VUEWorks server, the GIS server and the SQL server through the Internet.

- a. DTS recommends LogMeIn software for remote access but will work with any commercially acceptable system that provides remote control and file transfer capabilities as preferred by the Customer
- b. This requirement allows DTS support staff to:
 - i. Offer the Customer software update services to install patches, updates, and upgrades that would otherwise require Customer resources
 - ii. Ability for DTS staff to directly operate the VUEWorks software at the Customer site for the purpose of investigating issues reported by the Customer
 - iii. Attempt to resolve issues remotely that would otherwise require an On-Site visit
- c. Customers understands and agrees that if remote access to Customers servers is not provided then the all response times documented in item 10 above will not apply.
 - i. DTS agrees to not access any other data or applications other than required for VUEWorks software support purposes.

3. *There is little likelihood that the site would be developed for single family residential purposes.*
 4. *The property had been designated for commercial use under a former Snohomish County Comprehensive Plan and was redesignated for residential purposes for reasons that are unclear to the owner and the Council.*
 5. *The intended use of the property for self storage units will have minimal impact on traffic or adjacent residential areas.*
 6. *Lake Stevens Municipal Code specifies that self storage use only allowed in General Industrial zone.*
 7. *General Industrial zoning without a development agreement would allow uses on this property, considered a gateway into the City of Lake Stevens, that are not desired or appropriate at this visible location including uses associated with adult entertainment.*
- The applicant submitted a complete application for a Special Use Permit and Grading Permit June 4, 2008.
 - On February 4, 2009, the Planning Commission forwarded a conditional recommendation for approval of the project.
 - The City Council acting as the Design Review Board approved the project design with two conditions on February 23, 2009.
 - The Special Use Permit SU2008—5 was administratively approved with conditions on October 20, 2009. Condition No. 8 required the execution of a Development Agreement between the City and the developer. The permit approval provided for expiration on October 20, 2010 except the approval acknowledged that the Development Agreement may specify a different time frame as approved by the Council.
 - The City Council conducted a Public Hearing on February 8, 2010 and approved the Development Agreement.
 - The Development Agreement was fully executed by signatures on March 16, 2010 and recording with the Snohomish County Auditor on March 25, 2010. The term of the agreement (and associated SUP and Grading Permit) is 5 years. The Development Agreement is the ruling document regarding time limits.

The City Council on March 8, 2010 and December 9, 2013 approved Ordinance Nos. 811 and 903 in response to the Economic conditions and to match new State Law allowing further time extensions for permits and land use approvals. LSMC 14.16A.250 specifically provides for additional extension opportunities and is applicable to the Clock Tower project:

14.16A.250

Initial Extension

(d) For land use permits other than preliminary short subdivisions, subdivisions and sign permits:

(1) The Planning Director may grant one six-month extension to a permit upon showing proper justification, if:

- (i) The extension is requested at least 30 calendar days before the permit expires;
- (ii) The permittee has proceeded with due diligence and in good faith; and

- (iii) The zoning designation of the property has not changed.
- (2)** Proper justification consists of one or more of the following conditions:
 - (i) Economic hardship;
 - (ii) Change of ownership;
 - (iii) Unanticipated construction and/or site design problems;
 - (iv) Other circumstances beyond the control of the applicant and determined acceptable by the appropriate department director.

Additional Extension

(f) Additional Extension of Original Approvals for Preliminary Short Subdivisions, Preliminary Subdivisions, Conditional Use Permits, Special Use Permits, Zoning Permits, and Site Plans.

(1) After requesting and receiving the original permit extension provided in subsection (d) or (e) of this section, a permittee or his or her successors may request of the Planning Director six months prior to expiration of permit extension a one- or two-year extension as provided in subsections (f)(3) and (4) of this section for an extension above the original extension request in subsection (e) of this section, provided all other requirements of this section are met including:

- (i)** Filing with the Planning Director a sworn and notarized declaration that substantial work has not commenced as a result of adverse market conditions and an inability of the applicant to secure financing;
- (ii)** Paying applicable permit extension fees;
- (iii)** Paying all outstanding invoices for work performed on the permit review; and
- (iv)** There are no substantial changes in the approved plans or specifications.

.....

(4) The six-month extension of conditional use permits, special use permits, zoning permits, and site plans established in subsection (d) of this section may be further extended by up to an additional one year for original approvals prior to March 31, 2010. Associated permit approvals before March 31, 2010, including construction plans, clearing and grading permits, rezones, right-of-way construction, sidewalk and street deviations, and building permits shall be automatically extended for the same period subject to subsection (f)(5) of this section.

Several extensions have been granted under these provisions for similarly situated properties.

City Staff and the applicant have been actively communicating and working in good faith on permit extension options since August of 2014. David Lee submitted applications for an Original Permit Extension on January 14, 2015 and an Additional Permit Extension on January 29, 2015 for Clock Tower Self Storage. Both were timely and complete applications. The updated development

agreement to be approved by the Resolution, does not change the terms of the agreement other than extending approval for 18 months from the current date of expiration. The applicant has demonstrated that the criteria for extensions pursuant to LSMC 14.16A.250(d)(2) and (f)(1) have been met.

Typically, permit extensions are administrative decisions; however, the proposed extension is being processed as a consolidated permit pursuant to Lake Stevens Municipal Code 14.16A.220(g)(2), which allows the highest hearing body (City Council in this case) to issue a decision on the consolidated permit because a legislative action is required to extend the Development Agreement. Upon a decision by the Council on the Development Agreement, the Planning Director will issue the decision on the Special Use Permit pursuant to 14.16A.250.

APPLICABLE CITY POLICIES: Chapters 14.16A, 14.16B and 14.16C LSMC

BUDGET IMPACT: None

ATTACHMENTS:

- A. Resolution 2015-05
- B. Revised Development Agreement w/ attachments (Please Note Minor Revisions)
- C. Applications for Extensions
- D. Staff Recommendation

Attachment A

**CITY OF LAKE STEVENS
Lake Stevens, Washington
RESOLUTION NO. 2015-05**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, EXTENDING APPROVAL OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND CLOCK TOWER SELF STORAGE LLC – LAKE STEVENS, PURSUANT TO RCW 36.70B.200 AND THE ASSOCIATED SPECIAL USE PERMIT; AND REPLACING RESOLUTION 2010-01.

WHEREAS, on May 10, 2006, the Lake Stevens City Council enacted Ordinance No. 726 amending the Zoning Map and Title 14 LSMC by approving a City-initiated zoning map amendment request LS2006-2 for the Clock Tower Site (four parcels located at the intersection of SR 9 & SR 92 from High Urban Residential (HUR) to General Industrial (GI) with a condition of adopting a Development Agreement for allowed uses;

WHEREAS, the Washington State Legislature, through RCW Sections 36.70B.170 through .210, has authorized the City to enter into development agreements;

WHEREAS, Clock Tower Self Storage LLC – Lake Stevens, the Owner, owns approximately 6.94 acres within the City of Lake Stevens, legally described as set forth in the attached Development Agreement for the Clock Tower Self Storage Property;

WHEREAS, the Owner wishes to develop the Clock Tower Self Storage Property for self storage units;

WHEREAS, in authorizing development agreements pursuant to RCW 36.70B.170 through .210, the Legislature found that the lack of certainty in the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers, and discourage the commitment to comprehensive planning, which would make maximum efficient use of resources at the least economic cost to the public;

WHEREAS, the execution of a development agreement is a proper exercise of the City police power and contractual authority, in order to ensure development that is consistent with the Comprehensive Plan and with applicable development regulations adopted by the City as part of its authority to plan under Chapter 36.70A RCW, and to mitigate the impacts of such development;

WHEREAS, the City Council held a public hearing on February 8, 2010, to consider the Development Agreement attached hereto as Exhibit A, and the City Council has determined that it is in the public interest to approve the Development Agreement, consistent with RCW 36.70B.200;

Attachment A

WHEREAS, the City Council approved a Development Agreement by Resolution 2010 -01;

WHEREAS, the Development Agreement and a related Special Use Permit are set to expire on March 25, 2015;

WHEREAS, Clock Tower Self Storage LLC – Lake Stevens, the Owner applied for an original Permit Extension on January 14, 2015 to extend the Special Use Permit and Development Agreement for six months;

WHEREAS, Clock Tower Self Storage LLC – Lake Stevens, the Owner applied for an additional Permit Extension on January 29, 2015 to extend the Special Use Permit and Development Agreement for an additional year;

WHEREAS, The proposed extension is being processed as a consolidated permit pursuant to Lake Stevens Municipal Code 14.16A.220(g)(2), which allows the highest hearing body (City Council in this case) to issue a decision on the consolidated permit because a legislative action is required to extend the Development Agreement;

WHEREAS, City staff recommends City Council approve the proposed extension of the Development Agreement and associated Special Use Permit for a total of 18 months; and

WHEREAS, the City Council held a public hearing on March 23, 2015 to consider extending the Development Agreement and associated Special Use Permit.

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

Section 1. The Development Agreement between the City of Lake Stevens and Clock Tower Self Storage – Lake Stevens, LLC, which is restated and amended attached hereto as Attachment A, is hereby extended for a total of 18 months from March 25, 2015, or until September 25, 2016.

Section 2. Severability. If any section, clause, phrase, or term of this resolution is held for any reason to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this resolution, and the remaining portions shall be in full force and effect.

Section 3. Effective Date and Publication. This resolution shall take effect immediately upon passage by the Lake Stevens City Council.

Attachment A

PASSED by the City Council of the City of Lake Stevens and APPROVED by the Mayor this March 23, 2015.

CITY OF LAKE STEVENS

Vern Little, Mayor

ATTEST/AUTHENTICATION:

Barbara Stevens, City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

Attachment B
RESTATED AND AMENDED
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF LAKE STEVENS
AND CLOCK TOWER SELF STORAGE LLC - LAKE STEVENS

Pursuant to the authority granted by RCW 36.70B.170 through .210, the CITY OF LAKE STEVENS, a Washington municipal corporation (“City”) and CLOCK TOWER SELF STORAGE - LAKE STEVENS, LLC (“Owner”) enter into the following restated and amended agreement regarding the development of certain real property located within the City (“Agreement” or “Restated and Amended Agreement”).

RECITALS

WHEREAS, Owner wishes to develop the Clock Tower Property for a self-storage facility; and

WHEREAS, the execution of a development agreement is a proper exercise of the City’s police power and contractual authority, in order to ensure development that is consistent with the Comprehensive Plan and with applicable development regulations adopted by the City as part of its authority to plan under Chapter 36.70A RCW and to mitigate the impacts of such development; and

WHEREAS, the City held a public hearing on February 8, 2010 ~~2009~~, to consider this Agreement consistent with RCW 36.70B.200; and

WHEREAS, after due consideration of the terms of this Agreement and the public hearing input, the City and Owner have agreed to enter into this Agreement, which shall be used to establish an appropriate development plan for the Property;

Whereas after the passage of Resolution 2010-01 the City and the Owner entered into a Development Agreement.

WHEREAS, Clock Tower Self Storage LLC – Lake Stevens, the Owner applied for an original Permit Extension on January 14, 2015 to extend the Special Use Permit and Development Agreement for six months.

WHEREAS, Clock Tower Self Storage LLC – Lake Stevens, the Owner applied for an additional Permit Extension on January 29, 2015 to extend the Special Use Permit and Development Agreement for an additional year.

WHEREAS, The proposed extension is being processed as a consolidated permit pursuant to Lake Stevens Municipal Code 14.16A.220(g)(2), which allows the highest hearing body (City Council in this case) to issue a decision on the consolidated permit because a legislative action is required to extend the Development Agreement.

WHEREAS, City staff recommends City Council approve the proposed extension of the Development Agreement and associated Special Use Permit for a total of 18 months (~~Exhibit A~~).

WHEREAS, the City Council held a public hearing on March 23, 2015 to consider extending the Development Agreement and associated Special Use Permit through Resolution 2015-05.

WHEREAS, the City Council passed Resolution 2015-05.

WHEREAS, to make clear the terms of the agreement the parties have restated and amended the agreement to provide for the extensions.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the City and Owner agree as follows:

1. LOCATION AND DESCRIPTION OF PROPERTY. Owner warrants that it controls certain property located at 9100 SR 92, Lake Stevens, WA. 98258, being more particularly described as:

Parcel A:

THAT PORTION OF LOTS 258, 273 AND 288 OF SUNNYSIDE FIVE ACRE TRACTS, LYING EASTERLY OF STATE HIGHWAY NO. 1-A AND SOUTHERLY OF SECONDARY STATE HIGHWAY NO. 15-A, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

Parcel B:

ALL THAT PORTION OF TRACT 289, SUNNY SIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING EAST OF STATE HIGHWAY 1-A;

EXCEPT THAT PORTION LYING WITHIN THE CITY OF SEATTLE'S SKAGIT TRANSMISSION LINE RIGHT OF WAY, SAID RIGHT OF WAY BEING MORE PARTICULARLY DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 767924;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON;

Also known as parcels #00590700025802, 00590700027301, 00590700028801, and 00590700028902 (collectively, the "Property").

2. PROPOSED DEVELOPMENT. Clock Tower Self Storage LLC proposes to develop the 6.94 acre site as a storage facility. The facility consists of nine buildings, eight to be used as storage rental units and one as the self storage rental office. The self storage rental office will be used to conduct typical self-storage business; such as renting storage units, selling moving supplies, renting moving trucks and selling storage insurance. A self storage facility is an allowed use in the General Industrial zone (GI) per LSMC 14.40, Table II, 10.210. Access to the facility will be from SR-92, right in and right out only. Of the 6.94 acres, approximately 3.61 acres will be developed. In addition to the nine buildings, development also includes an underground detention vault, parking, and landscaping.

Owner may develop and use the Property for the sole purpose of a self-storage facility. The parties acknowledge that although the zoning is General Industrial, the use is limited to self-storage.

3. DEVELOPMENT STANDARDS The parties agree that the proposed development shall comply with the following development regulations, requirements, and standards:

a. Except as otherwise specifically provided herein, Owner shall comply with all City ordinances, regulations, development standards and policies in effect at the time the complete application was submitted

to the City; provided that if relevant ordinances, regulations, development standards and policies are modified to approval of the related permits, the Owner may, at its option, elect to comply with the newer requirements without changing their vesting date for the remainder of the applicable regulations. Owner shall be subject to all pertinent impact fee requirements, and nothing in this Agreement shall be interpreted as modifying such impact fee requirements and amounts.

b. Required permits include commercial building permits, special use permit (Grading), vault permit, fence permit, and authorization for the filling of wetlands from the Department of Ecology.

c. Buildings on the property include the following (with approximate square footages): A (the office) 1,144 square feet, B 4,500 square feet, C 4,404 square feet, D 9,648 square feet, E 9,000 square feet, F 8,250 square feet, G 9,992 square feet, H 7,040 square feet, and I three stories with 37,500 square feet, as set forth on the site plan (**Exhibit AB**) and building renderings (**Exhibit BC**).

d. Traffic impact fees to the City are not required due to the low level of impact to intersections and street segments. Impact fees of \$562.86 shall be paid to WDOT for impacts to SR-9 and 42nd St NE as noted in the attached Gibson Traffic Consultants traffic report dated 8-30-07.

e. Drainage and water quality requirements shall be met through collection via an underground storm drain conveyance system and directed to an onsite bioswale prior to entering a stormwater detention vault, as set forth in the Drainage and Downstream Analysis Assessment by Peak Engineering.

f. Per the Lake Stevens Special Use Permit, SU 2008-5, the Owner agrees to all conditions (1 – 10) set forth and signed on October 20, 2009 by Planning Director, Rebecca Ableman, attached as **Exhibit D** and incorporated herein as if set forth in full.

4. RIGHT OF ENTRY. The Owner hereby grant to the City, its agents, employees, and officers, a right of entry to enter the property to perform any and all work and inspections necessary or deemed appropriate by the City during the installation of improvements by Owner or the utility companies or to make any necessary corrective actions deemed necessary by the City. Said right of entry shall continue until the City fully accepts the improvements.

5. MINOR MODIFICATIONS. Minor modifications from the approved permits or the exhibits attached hereto may be approved by the City in accordance with the provisions of Chapter 16.16A of the Lake Stevens Municipal Code and shall not require an amendment to this Agreement.

6. PRIVATE UNDERTAKING. It is agreed among the parties that the project contemplated herein is a private development, and the City has no interest therein except as authorized in the exercise of its governmental functions.

7. TERM OF RESTATED AGREEMENT. This Agreement shall commence upon the effective date provided in Resolution 2010-01 and Resolution 2015-15 approving this Restated and Amended Agreement and shall continue in force until September 25, 2016 pursuant to the combined time provided for the original and additional permit extensions. Following the expiration, of the term or if sooner terminated, this Restated and Amended Agreement shall have no force and effect, subject, however, to post-termination obligations of the Owner.

8. BREACH. In the event of a breach of this Agreement by either party, the non-breaching party shall be entitled to bring an action for specific performance and /or injunctive relief. In addition, in the event

of breach by Owner, the City shall be entitled to stop work on any pending development by the Owner and shall be entitled to withhold approval of pending permit applications submitted by the Owner. In the event either party commences an action to enforce this Agreement or for other relief pursuant to this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable costs and attorney's fees, including costs and fees on appeal.

9. DISPUTE RESOLUTION. In event of any dispute as to interpretation or application of the terms or conditions of this Agreement, the Owner or any successor in interest and the City Administrator shall meet within ten (10) business days after request from any party for the purpose of attempting, in good faith, to resolve the dispute. The meeting may, by mutual agreement, be continued to a date certain in order to include other parties or persons or to obtain additional information.

10. RECORDING. This Agreement, when approved by resolution of the City Council and executed by the parties hereto, shall be filed as a matter of public record in the office of the Snohomish County Auditor no later than March 25, 2015 and shall govern the development of the land for the duration of the Agreement. It is the intent to have this Agreement, so long as it is in force, to be considered, interpreted, and regarded as a covenant running with the land as to Owner's Property.

11. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Washington. Venue of any litigation regarding this Agreement shall be in Snohomish County Superior Court.

12. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto. The parties acknowledge that Owner shall have the right to assign or transfer all or any portion of the interests, rights and obligations under this Agreement to other parties acquiring an interest or estate in the Property. Consent by the City shall not be required for any transfer or rights pursuant to this Agreement.

13. TRANSFER OF OWNERSHIP. Any conveyance of the Property with transfer or assignment of rights pursuant to this Agreement by Owner shall release Owner from any further obligations, duties or liabilities under this Agreement to the extent of such transfer or assignment.

14. SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law.

15. MODIFICATION. This Agreement shall not be modified or amended except in writing signed by the City and Owner or their respective successors in interest. It is intended by the City and Owner that this Agreement satisfy the requirements of Lake Stevens Municipal Code and applicable statutory requirements, including, without limitation, RCW 36.70B.170 through RCW 36.70B.210, in order to vest the proposed development pursuant to the requirements of this Agreement. To the extent that this Agreement requires modifications to fully implement the parties' intent, the City and Owner agree to work together, in good faith, to add such other provisions as may be necessary to provide such legal compliance.

16. MERGER. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.

Signature of Property Owner or Authorized agent Date

Signature of Property Owner or Authorized Agent Date

Approved as to form

City Attorney Date

Attachment C



Planning and Community Development
 1812 Main Street, P O Box 257
 Lake Stevens WA 98258
 Phone Number (425) 377-3235

To Be Completed By Staff
 Date of Application: 1-14-2015
 Staff Initials: JM
 Permit Number: SU 2008-5

**TYPE I AND II – ADMINISTRATIVE DECISIONS
 LAND USE DEVELOPMENT APPLICATION**

CHECK ONE

<p>TYPE I</p> <p><input type="checkbox"/> Administrative Design Review</p> <p><input type="checkbox"/> Administrative Modification</p> <p><input type="checkbox"/> Boundary Line Adjustment</p> <p><input type="checkbox"/> Change of Use</p> <p><input type="checkbox"/> Code Interpretation</p> <p><input type="checkbox"/> Fireworks Stand</p> <p><input type="checkbox"/> Floodplain Development</p> <p><input type="checkbox"/> Grading Permit, 100 cubic yards or less</p> <p><input type="checkbox"/> Master Sign Program</p> <p><input type="checkbox"/> Reasonable Use Exception</p> <p><input type="checkbox"/> Shoreline Exemption</p> <p><input type="checkbox"/> Sign</p> <p><input type="checkbox"/> Temporary Use</p> <p><input checked="" type="checkbox"/> Type I Other: <u>Original Extension</u></p>	<p>TYPE II</p> <p><input type="checkbox"/> Administrative Conditional Use (Grading over 100 cubic yards)</p> <p><input type="checkbox"/> Binding Site Plan</p> <p><input type="checkbox"/> Planned Action Certification</p> <p><input type="checkbox"/> SEPA Review</p> <p><input type="checkbox"/> Shoreline Substantial Development</p> <p><input type="checkbox"/> Short Plats</p> <p><input type="checkbox"/> Short Plat Alteration</p> <p><input type="checkbox"/> Short Plat Vacation</p> <p><input type="checkbox"/> Site Plan Review</p> <p><input type="checkbox"/> Type II Other: _____</p>
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All Shoreline Permits Require Floodplain Review

Property Information	Site Address: <u>9100 State HWY 92 Lake Stevens, WA 98258</u>		
	Assessor Parcel No: <u>See Attached Exhibit A</u>	Property Square Feet: <u>301,903</u>	Acres: <u>6.93</u>
	Land Use Designation: <u>GI Development Approval</u>	Zoning: <u>GI</u>	
	Number of Buildings on Site/: <u>N/A</u>	Number to be Retained: <u>N/A</u>	
	Existing Impervious Surface Area: <u>N/A</u>	Proposed Impervious Surface Area: <u>156,380 SF</u>	
Applicant	Name/Company: <u>David Lee Clock Tower Self Storage Lake Stevens LLC</u>		
	Address: <u>12214 SE 18th Pl</u>	City/State/Zip: <u>Bellevue, WA 98005</u>	
	Phone: <u>425-957-1411</u>	Applicants relationship to owner:	
	Fax: <u>425-1323-5634</u>	Email: <u>david@nwsteelsystems.com</u>	
Primary Contact	Name/Company: <u>David Lee</u>		
	Address: <u>12214 SE 18th Pl</u>	City/State/Zip: <u>Bellevue, WA 98005</u>	
	Phone: <u>425-957-1411</u>	Email: <u>david@nwsteelsystems.com</u>	

Attachment C

Fax: 425-223-5634

Property Owner	Name/Company:				
	Address: 224 SE 18 th Pl		City/State/Zip: Bellevue, WA 98005		
	Phone: 425-957-4111		Email: david@nwsteelsystems.com		
	Fax: 425-223-5634				
Project Description	Grading Quantities	Cut: 22,500 yards	Fill: 13,000 yards		
	Proposed project/land use (attach additional sheets if necessary):				
	Clock Tower Self Storage - Lake Stevens				
Building Information	Gross Floor Area of Existing and Proposed Buildings:				
	Bldg 1:	Bldg: 2	Bldg 3:	Bldg 4:	Bldg 5:
	Gross Floor Area by Use of Buildings (please describe use as well as floor area):				
	Use 1: See Attached Exhibit B				
	Use 2:				
	Use3:				
	Use4:				

You may not begin any activity based on this application until a decision, including the resolution of any appeal, has been made. Conditions or restrictions may be placed on your permit if it is approved. After the City has acted on your application, you will receive notice of the outcome. If an appeal is filed, you may not begin any work until the appeal is settled. You may also need approvals from other agencies; please check this before beginning any activity.

This application expires 180 days after the last date that additional information is requested (LSMC 14316A.245)

If you suspect that your site contains a stream or wetland or is adjacent to a lake, you may need a permit from the state or federal government.

I DECLARE UNDER PENALTY OF THE PERJURY LAWS THAT THE INFORMATION I HAVE PROVIDED ON THIS APPLICATION IS TRUE, CORRECT AND COMPLETE.



 Signature of Property Owner/Agent

1-13-2015

 Date of Application

By affixing my signature I certify that I am the legal owner of the property for which this application is issued or an authorized agent of the owner.



To be completed by staff

Date of Application: _____

Staff Initials: _____

Permit Number: _____

STATEMENT OF OWNERSHIP/APPLICANT AUTHORITY

I certify or declare under penalty of perjury under the laws of the state of Washington that:

1. This application is authorized by the all the land owners with authority to bind the land/property;
2. That the developer is operating under the landowner's authority;
3. That the developer and/or landowner is either an individual or a duly formed and qualified corporation, partnership, or other legal entity; and
4. That the person signing all applications or other legal documents is authorized by the legal entity and/or landowner to do so; and
5. That the application and submittals are true and correct to the best of my information.

Applicant

Signature: David A. Lee

Name: David A. Lee managing member of Clock Tower Self Storage Lake Stevens WA

Address: 12214 SE 18th Pl
Bellevue, WA 98005

Phone: 425-957-1411

Email address: david@nwsteelsystems.com

Property Owner(s)

Signature: David A. Lee

Name: David A. Lee

Address: 12214 SE 18th Pl
Bellevue, WA 98005

Phone: 425-957-1411

Email address: david@nwsteelsystems.com

Signature: _____

Name: _____

Address: _____

Phone: _____

Email address: _____

Attachment C

NOTE ON ENTERING PROPERTY

The City of Lake Stevens may enter onto the property, which is the subject of this application during the hours of 7:00 a.m. to 5:00 p.m., Monday – Friday, for the sole purpose of inspecting the limited area of the property, which is necessary to process this application. In the event the City determines that such an inspection is necessary during a different time or day, the City employees or agents will contact applicant verbally or in writing at least 24 hours before entering.

LEGAL DESCRIPTION

Parcel A:

That portion of Lots 258, 273 and 288 of Sunny Side Five Acre Tracts, lying Easterly of State Highway No. 1-A and Southerly of Secondary State Highway No. 15-A, according to the Plat thereof recorded in Volume 7 of Plats, page 19, records of Snohomish County, Washington:

Except that portion thereof conveyed to the State of Washington for SR 9 by deed recorded under recording no- 201301310231

Parcel B:

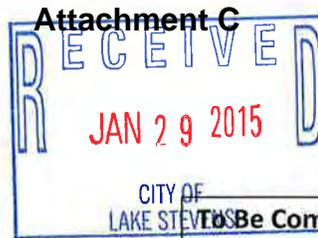
All that portion of Tract 289, Sunny Side Five Acre Tracts, according to the Plat thereof recorded in Volume 7 of Plats, page 19, records of Snohomish County, Washington, lying East of State Highway 1-a:

Except that portion lying within the City of Seattle Skagit Transmission line right of way, said right of way being more particularly described in deed recorded under Auditor's File No. 767924

Situate in the County of Snohomish, State of Washington.



Planning and Community Development
 1812 Main Street, P O Box 257
 Lake Stevens WA 98258
 Phone Number (425) 377-3235



To Be Completed By Staff

Date of Application: 1-29-2015
 Staff Initials: JM
 Permit Number: SU2008-5

**TYPE I AND II – ADMINISTRATIVE DECISIONS
 LAND USE DEVELOPMENT APPLICATION**

CHECK ONE

<p>TYPE I</p> <p><input type="checkbox"/> Administrative Design Review</p> <p><input type="checkbox"/> Administrative Modification</p> <p><input type="checkbox"/> Boundary Line Adjustment</p> <p><input type="checkbox"/> Change of Use</p> <p><input type="checkbox"/> Code Interpretation</p> <p><input type="checkbox"/> Fireworks Stand</p> <p><input type="checkbox"/> Floodplain Development</p> <p><input type="checkbox"/> Grading Permit, 100 cubic yards or less</p> <p><input type="checkbox"/> Master Sign Program</p> <p><input type="checkbox"/> Reasonable Use Exception</p> <p><input type="checkbox"/> Shoreline Exemption</p> <p><input type="checkbox"/> Sign</p> <p><input type="checkbox"/> Temporary Use</p> <p><input checked="" type="checkbox"/> Type I Other: _____</p>	<p>TYPE II</p> <p><input type="checkbox"/> Administrative Conditional Use (Grading over 100 cubic yards)</p> <p><input type="checkbox"/> Binding Site Plan</p> <p><input type="checkbox"/> Planned Action Certification</p> <p><input type="checkbox"/> SEPA Review</p> <p><input type="checkbox"/> Shoreline Substantial Development</p> <p><input type="checkbox"/> Short Plats</p> <p><input type="checkbox"/> Short Plat Alteration</p> <p><input type="checkbox"/> Short Plat Vacation</p> <p><input type="checkbox"/> Site Plan Review</p> <p><input checked="" type="checkbox"/> Type II Other: <u>Additional Permit Extension of One Year</u></p> <p>All Shoreline Permits Require Floodplain Review</p>
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Property Information	Site Address: <u>9100 State Hwy 92 Lake Stevens, WA 98258</u>		
	Assessor Parcel No: <u>See Attached Exhibit A</u>	Property Square Feet: <u>301,903</u>	Acres: <u>6.93</u>
	Land Use Designation:	Zoning: <u>GI</u>	
	Number of Buildings on Site/: <u>N/A</u>	Number to be Retained: <u>N/A</u>	
	Existing Impervious Surface Area: <u>N/A</u>	Proposed Impervious Surface Area: <u>156,320 SF.</u>	
Applicant	Name/Company: <u>David Lee Clock Tower Self Storage Lake Stevens LLC</u>		
	Address: <u>1224 SE 18th Pl</u>	City/State/Zip: <u>Belleme, WA 98005</u>	
	Phone: <u>425-957-1411</u>	Applicants relationship to owner: <u>Owner</u>	
	Fax: <u>425-223-5634</u>	Email: <u>david@nwsteelsystems.com</u>	
Primary Contact	Name/Company: <u>David Lee</u>		
	Address: <u>1224 SE 18th Pl</u>	City/State/Zip: <u>Belleme, WA 98005</u>	
	Phone: <u>425-957-1411</u>	Email: <u>david@nwsteelsystems.com</u>	

Attachment C

Fax: 425-223-5634

Property Owner	Name/Company: David Lee Clock Tower Self Storage - Lake Stevens LLC			
	Address: 12214 SE 18th Pl		City/State/Zip: Bellevue, WA 98005	
	Phone: 425-957-1411		Email: david@nwsteelsystems.com	
	Fax: 425-223-5634			
Project Description	Grading Quantities		Cut: 22,500	Fill: 13,000
	Proposed project/land use (attach additional sheets if necessary):			
	Clock Tower Self Storage - Lake Stevens			
Building Information	Gross Floor Area of Existing and Proposed Buildings:			
	Bldg 1:	Bldg 2:	Bldg 3:	Bldg 4:
	Gross Floor Area by Use of Buildings (please describe use as well as floor area):			
	Use 1: See Attached Exhibit B			
	Use 2:			
	Use 3:			
	Use 4:			

You may not begin any activity based on this application until a decision, including the resolution of any appeal, has been made. Conditions or restrictions may be placed on your permit if it is approved. After the City has acted on your application, you will receive notice of the outcome. If an appeal is filed, you may not begin any work until the appeal is settled. You may also need approvals from other agencies; please check this before beginning any activity.

This application expires 180 days after the last date that additional information is requested (LSMC 14316A.245)

If you suspect that your site contains a stream or wetland or is adjacent to a lake, you may need a permit from the state or federal government.

I DECLARE UNDER PENALTY OF THE PERJURY LAWS THAT THE INFORMATION I HAVE PROVIDED ON THIS APPLICATION IS TRUE, CORRECT AND COMPLETE.



Signature of Property Owner/Agent

1-28-2015

Date of Application

By affixing my signature I certify that I am the legal owner of the property for which this application is issued or an authorized agent of the owner.



To be completed by staff

Date of Application: _____

Staff Initials: _____

Permit Number: _____

STATEMENT OF OWNERSHIP/APPLICANT AUTHORITY

I certify or declare under penalty of perjury under the laws of the state of Washington that:

1. This application is authorized by the all the land owners with authority to bind the land/property;
2. That the developer is operating under the landowner's authority;
3. That the developer and/or landowner is either an individual or a duly formed and qualified corporation, partnership, or other legal entity; and
4. That the person signing all applications or other legal documents is authorized by the legal entity and/or landowner to do so; and
5. That the application and submittals are true and correct to the best of my information.

Applicant

Signature: *DA Lee*

Name: David A. Lee managing member of Clock Tower Self Storage Lake Stevens

Address: 18214 SE 18th Pl
Bellevue WA 98005

Phone: 425-957-1411

Email address: dauid@nwsteelsystems.com

Property Owner(s)

Signature: <u><i>DA Lee</i></u>	Signature: _____
Name: <u>David A. Lee</u>	Name: _____
Address: <u>18214 SE 18th Pl</u> <u>Bellevue, WA 98005</u>	Address: _____
Phone: <u>425-957-1411</u>	Phone: _____
Email address: <u>dauid@nwsteelsystems.com</u>	Email address: _____

Attachment C

NOTE ON ENTERING PROPERTY

The City of Lake Stevens may enter onto the property, which is the subject of this application during the hours of 7:00 a.m. to 5:00 p.m., Monday – Friday, for the sole purpose of inspecting the limited area of the property, which is necessary to process this application. In the event the City determines that such an inspection is necessary during a different time or day, the City employees or agents will contact applicant verbally or in writing at least 24 hours before entering.

LEGAL DESCRIPTION

Parcel A:

That portion of Lots 258, 273 and 288 of Sunny Side Five Acre Tracts, lying Easterly of State Highway No. 1-A and Southerly of Secondary State Highway No. 15-A, according to the Plat thereof recorded in Volume 7 of Plats, page 19, records of Snohomish County, Washington:

Except that portion thereof conveyed to the State of Washington for SR9 by deed recorded under recording No. 201301310231

Parcel B:

All that portion of Tract 289, Sunny Side Five Acre Tracts, according to the Plat thereof recorded in Volume 7 of Plats, page 19, records of Snohomish County, Washington, lying East of State Highway 1-a:

Except that portion lying within the City of Seattle Skagit Transmission line right of way, said right of way being more particularly described in deed recorded under Auditor's File No. 767924

Situate in the County of Snohomish, State of Washington

Attachment C

David A. Lee
12214 SE 18th Place
Bellevue, WA 98005

City of Lake Stevens
Planning and Community Development
1812 Main Street, PO Box 257
Lake Stevens, WA 98258

January 28, 2015

RE: Request for Additional Permit Extension on ClockTower (SU2008-5)

Dear Ms. Payne,

Per LSMC 14,16A.250, (2) (i), (f), (ii), (iii), (iv) & (f) (4). I am hereby requesting an additional permit extension of one year.

Name of Project: ClockTower Self Storage – Lake Stevens (ClockTower SU2008-5);

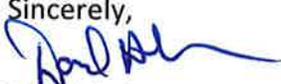
Requested Time Period: Extension date of September 25, 2016

Requested Explanation for Extension: Per 14.16A.250, **Expiration of Approvals and Approved Permits, #2**

Due to the economic downturn, we had to place the project on hold until economic conditions and the commercial lending environment had improved. With the economic downturn we were not able to secure financing for the project. We had hoped to start construction in the spring of 2014; however, due to a family member's health condition, we were delayed another year.

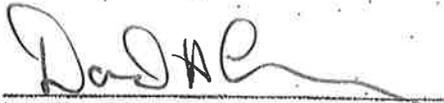
Our current goal is to begin construction in the spring of 2015, and complete construction during the first quarter of 2016.

If you have any questions, please contact me at your earliest convenience. I can be reached at (425) 957-1411.

Sincerely,

David A. Lee

Dated this 29th day of JANUARY, 2015

Clock Tower Self Storage - Lake Stevens, LLC, a Washington Limited Liability Company

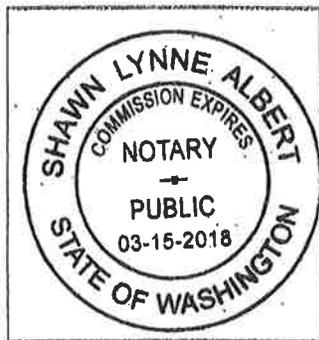


by: David A. Lee, Member

STATE OF WASHINGTON)
)ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that David A. Lee personally appeared before me and signed this instrument as a member of Clock Tower Self Storage - Lake Stevens, LLC a Washington Limited Liability Company and on oath stated that he/she was authorized to execute the instrument and acknowledged it as a Member of and authorized signor for the LLC to be the free and voluntary act of such LLC for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 29th day of JANUARY, 2015



(Use this space for Notary Seal Stamp)



Notary Public in and for the
State of Washington
Residing at EVERETT, WA
My commission expires: 03-15-18
SHAWN LYNNE ALBERT
(Type or Print Notary Name)

Attachment D



Planning and Community Development
Original and Additional Permit Extensions

Clock Tower Self Storage

SU2008-5

A. PROJECT DESCRIPTION AND REQUEST

David Lee submitted applications for an Original Permit Extension and an Additional Permit Extension for Clock Tower Self Storage. The permit extensions apply to a Special Use Permit issued on October 20, 2009 to develop a 6.94 acres site as a self-storage facility. The facility would consist of nine buildings – eight to be used as storage rental units and one to be used as office space. The extensions also apply to a Development Agreement dated March 25, 2010, which establishes development standards and other provisions applicable to the development of the property.

A public hearing will be held to receive public comment on proposed revisions to the Development Agreement, which will be adopted by resolution.

Typically, a permit extension is an administrative decision. The proposed extension is being processed as a consolidated permit pursuant to Lake Stevens Municipal Code 14.16A.220(g)(2), which allows the highest hearing body (City Council in this case) to issue a decision on the consolidated permit because a legislative action is required to extend the Development Agreement.

B. GENERAL INFORMATION

1. Owner/Applicant: David Lee (12214 SE 18th Place Bellevue, WA 98258
2. Property Address: 9100 State Highway 92, Lake Stevens, WA 98258
3. Parcels Numbers: 005907-000-258-02 and 005907-000-273-01 and 005907-000-288-01 and 005907-000-289-02
4. Comprehensive Plan Land Use Designations, Zoning Designation and Existing Land Uses of the Site and Surrounding Area:

AREA	LAND USE DESIGNATION	ZONING	EXISTING USE
Project Site	General Industrial Development Agreement	General Industrial Development Agreement	vacant
North of Site	Snohomish County		SR-92 / vacant
East of Site	Medium Density Residential	Urban Residential	SFR
South of Site	Commercial	Commercial District	SFR
West of Site	Marysville		SR-9

Attachment D

C. ANALYSIS¹

1. Permit Extensions:

- a. Per LSMC 14.16A.250(d), the Planning and Community Development Director may approve an extension of a land use permit for six months.
- b. Per LSMC 14.16A.250(f)(1), the Planning and Community Development Director may approve an additional extension of a land use permit for one or two years.

2. Application / Permit Background:

- a. Development Agreements are Type VI Legislative permits pursuant to LSMC 14.16A.210 – Table 14.16A-I, subject to City Council approval.
 - Section 7 of the Development Agreement set the terms of expiration, which is five years or a valid permit extension, commencing on the effective date of the adopting resolution. The Development Agreement was recorded on March 25, 2010 and **will be in effect until March 25, 2015**.
- b. Special Use Permits (replaced by Administrative Conditional Use permits) are Type II permits are Administrative with Public Notice pursuant to LSMC 14.16A.210 – Table 14.16A-I, subject to administrative approval.
 - Because the Development Agreement and Special Use Permit are intricately linked, the Planning and Community Development Director has interpreted the approval dates to be valid until the latest date, which is the expiration of the Development Agreement or **March 25, 2015**.
- c. The proponent applied for an original Permit Extension on **January 14, 2015** to extend the Special Use Permit and Development Agreement (**Exhibit 1**) and submitted required information.
- d. The proponent applied for an additional Permit Extension on **January 29, 2015** to extend the Special Use Permit and Development Agreement (**Exhibit 2**) and submitted required information including a statement explaining why an extension was being requested.
- e. City staff has provided appropriate public notice for revisions to the Development Agreement and scheduled a public hearing to allow public comment (**Exhibit 3**). The revised Development Agreement includes the proposed extension, which will be adopted by the accompanying revised resolution.

D. CONCLUSIONS

1. The applicant submitted requests for an original permit extension and additional permit extension in a timely manner consistent with municipal code requirements and prior to expiration of the applicable development agreement.
2. The applicant submitted a letter with the requested extensions explaining why an extension was necessary, citing the economic climate over the last few years. The applicant is working in good faith to complete the project.

¹ Project analysis includes staff findings and conclusions based on a review of current materials applicable to the project.

Attachment D

3. The requested permit extensions meet the intent for permit extensions under the LSMC 14.16A.250.
4. The public hearing for the revised development agreement has been adequately noticed per municipal code standards.
5. If all extensions applied for are approved, as described in LSMC 14.16A.250(f), the Special Use Permit and Development Agreement may be extended until **September 25, 2016** (six months for the original extension and one year for the additional extension).

E. Recommendation

Staff recommends City Council **APPROVE**, the original permit extension and additional permit extension and **EXTEND** approval of the Special Use Permit (SU2008-5) and the associated Development Agreement until **September 25, 2016**.

CITY OF LAKE STEVENS, DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Recommendation Completed by

March 2, 2015

Russell Wright, *Lead Senior Planner*

F. APPEALS

The action of the City Council on a Type VI proposal may be appealed together by filing a petition with the Growth Management Hearings Board pursuant to the requirements set forth in RCW 36.70A.290. The petition must be filed within the 60-day time period set forth in RCW 36.70A.290(2). The appeal period shall commence upon the City Council's final decision and not upon expiration of the reconsideration period. Judicial appeal is to Snohomish County Superior Court.

G. EXHIBITS

1. Original Permit Extension, dated January 14, 2015
2. Additional Permit Extension, dated January 29, 2015
3. Affidavit of Public Notice

For additional information on this decision or the appeal process, you may contact the Department of Planning and Community Development at 1812 Main Street, Lake Stevens, WA or call (425) 377-3235.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda 23 March 2015
Date: _____

Subject: Grimm House Roof Replacement

Contact Adam Emerson, E.I.T. **Budget** \$20,000.00
Person/Department: Public Works Department **Impact:** _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Award the Grimm House Roof Replacement contract to Snohomish Valley Roofing Inc. in the amount of \$14,017.00 plus an authorized contingency of \$5,983.00.

SUMMARY/BACKGROUND: The roof of the Grimm House, a National History Property, is in need of replacement. The existing cedar shake roof shows severe weathering, moss growth and has reached the end of its life cycle. Since this is a historical property, the roof must be reconstructed in a manner befitting a structure of that era. The existing roof will be replaced by another cedar shake roof.

The City sought bids in mid-January 2015 and received a total of six. Snohomish Valley Roofing Inc. (SVR), located in Lake Stevens, was the low bidder with a total bid amount of \$14,017.00 (including WSST). The high bid came from Spokane Roofing Company at \$41,729.93 (including WSST). The Council authorized \$20,000 in the 2015 budget for this project. A summary of bids is provided in Attachment B and SVR's bid is provided in Attachment C.

Prior to the removal of the existing roof, it is unknown if damage has occurred to the existing structure. The City covers this unknown by having a contingency. In this case \$5,983.00, or the remainder of the budgeted \$20,000, is recommended. This is administered by staff and performed by the execution of change orders.

This project is dependent upon the weather. To provide sufficient time and conditions for the contractor, the project completion date is 31 July 2015.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: \$20,000.00 from the General Fund

ATTACHMENTS:

- ▶ Attachment 1: Limited Public Works Contract with Request for Bid
- ▶ Attachment 2: Bid Tabulation
- ▶ Attachment 3: Snohomish Valley Roofing Inc. Bid Sheet

ATTACHMENT 1

LIMITED PUBLIC WORKS CONTRACT

THIS LIMITED PUBLIC WORKS CONTRACT (“Contract”) is made and entered into this ____ day of _____, 2015, by and between Snohomish Valley Roofing Inc. (“Contractor”) and the City of Lake Stevens, a municipal corporation (“City”).

WHEREAS, The City is seeking bids for a roof replacement at the City-owned Grimm House; and

WHEREAS, RCW 39.04.155(3) provides for a Limited Public Works procedures for awarding contracts less than \$35,000; and

WHEREAS, the City has solicited written quotations from a minimum of three contractors from the appropriate Small Works Roster, has received and evaluated quotations, and has determined that Contractor is the lowest responsible bidder; and

WHEREAS, the Contractor and the City desire to enter into this Contract for said work in accordance with the terms and conditions of this Contract.

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

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the Grimm House Roof Replacement Project (“Project”) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than July 31, 2015.

2. Contract Documents.

The following documents are incorporated into the Contract by this reference:

- a. Plans and Contract Drawings.
- b. Request for Bid Dated 9 January 2015.
- c. Proposal/Bid Submittal (attached).
- d. 2014 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) (“Standard Specifications”) (referenced but not attached).
- e. 2010 APWA Supplement General Special Provisions (referenced but not attached).
- f. Addenda (if any)

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

Work shall not proceed under this Contract until the following conditions have been met

by the Contractor:

Contract has been signed and fully executed by the parties.

The Contractor has provided the City with the certificates of insurance required under Section 22.

The Contractor has obtained a City of Lake Stevens Business License.

The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Payment for Project.

a. Total Contract Sum for Project. Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed \$14,017.00 in accordance with the bid price in Contractor's Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

b. Payments shall be for Performance of Project Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

c. Right to Withhold Payments if Work is Unsatisfactory. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it

meets the requirements of the Contract.

- d. Payments. Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.
- e. Payments for Alterations and/or Additions. Requests for change orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.
- f. Final Payment. As a Limited Public Works project under \$35,000, the City shall not require a payment and performance bond nor withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the City shall not make the Final Payment to the Contractor under this Contract until the Public Works Director has issued a Final Acceptance of the Project and the following has occurred:

Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the City.

An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect this Contract have been paid.

Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.

The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

- g. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the Public Works Director as being one hundred percent (100%) complete.
- h. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable

therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

- i. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

7. Termination of Contract.

- a. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.
- b. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors

and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

Required permits shall be obtained as follows:

- City shall obtain.
- Contractor shall obtain and all costs are included in the Total contract Sum for the Project.

10. Business License Required.

The Contractor shall obtain a City of Lake Stevens Business License prior to commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in a timely, professional and workmanlike manner.

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

- a. **General Job Safety.** Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.
- b. **Trench Safety Systems.** The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrate to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance With Law.

The Contractor shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

- a. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.
- b. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.
- c. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

20. Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

- a. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees,

- consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.
- b. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.
 - c. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.
 - d. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof by Contractor.
 - e. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.
 - f. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

22. Insurance.

The Contractor shall procure, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Failure by the Contractor to maintain the insurance as required shall constitute a material breach of contract upon which the City may, after giving five (5) working days notice to the Contractor to correct the breach, immediately terminate the Contract or at its discretion, procure or renew such insurance and pay any and all

premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, off set against funds due the Contractor from the City.

Minimum Scope of Insurance.

The Contractor shall obtain insurance of the types described below:

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance.

The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

Verification of Coverage.

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, the Contractor shall provide the City with proof of insurance upon request by the City.

Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

Contractor's Insurance for Other Losses.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

Subcontractors.

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

h. Waiver of Subrogation.

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

i. Notice of Cancellation of Insurance.

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

23. Assignment and Subcontractors.

- a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.
- b. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.
- c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.
- d. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.
- e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organizations directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it.
- f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the

Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

24. Severability.

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

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

27. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the City by the City's Contract Representative, Barb Stevens, and shall be administered for the Contractor by the Contractor's Contract Representative Dave Wallin. Unless stated otherwise herein, all notices and demands shall be in

writing and sent or hand-delivered to the parties at their addresses as follows:

To the City:

City of Lake Stevens
City Clerk
1812 Main Street, P.O. Box 257
Lake Stevens, WA 98258-0257
425-334-1012

To Contractor:

Dave Wallin
Snohomish Valley Roofing, Inc.
625 S. Lake Stevens Road
Lake Stevens, WA 98258
425-334-3325

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

31. Venue.

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

32. Attorney Fees.

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority.

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. Counterparts.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

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

CITY OF LAKE STEVENS

SNOHOMISH VALLEY ROOFING, INC.

By: _____
Vern Little, Mayor

By: _____
Print Name: _____
Title: _____

Approved as to form:

Grant Weed, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City Signature

Contractor Signature



Attachment A

REQUEST FOR BID

Grimm House Roof Replacement

9 January 2015

Project: 15008

Scope of Work:

The City is seeking bids for a roof replacement at the City owned Grimm House. The Grimm House, located next to the Lake Stevens' Library, is registered as a National Historic Property according to the United States Department of the Interior. As such, any work done to restore the structure must be representative of the time period in which it was built. This requires that the new roof be installed using cedar split shake similar to that used in the early 1900s.

Location: 1802 Main Street, Lake Stevens, WA 98258

Roof Area: Approximately 1275 SF (to be verified by bidder)

Building Structure: Wood post-beam foundation, wood stud walls, wood roof.

Site Visit: Interested parties are **strongly advised** to visit the structure in person to familiarize themselves with the site and conditions. To schedule a site visit to view the interior of the roofing please contact **Adam Emerson at (425) 377-3222** between 9:00 a.m. and 3:00 p.m. Monday through Friday.

Specifications and Qualifications:

1. Workload and Materials
 - a. The Applicant will be required to remove the existing roof, including but not limited to cedar shakes, underlayment, nails, and flashing to expose all roof deck surfaces. All materials removed from the existing roof will be hauled off and properly disposed by the Applicant.
 - b. The Applicant will inspect the roof deck for structurally compromised areas. Notification must be given to the City prior to removing and replacing any areas of concern along with written notice of cost associated with the repairs.
 - c. The Applicant shall replace all flashing in a manner that provides the highest quality product while maintaining the historic presence of the structure.
 - d. The Applicant shall determine the appropriate underlay based upon the specifications provided and prior experience.

- e. The Applicant shall re-roof the structure using cedar shakes in an attempt to match the existing roof on the Grimm House. These shakes shall be hand split and re-sawn with at least a medium split. All shakes should be cut from heartwood with no defects.
 - f. The Applicant shall install two permanent ridge mount double “D” roof safety anchors nailed or screwed into a truss.
 - g. The Applicant is responsible for maintaining safety on site during construction and will be responsible for disposing of materials and site cleanup after completion of the work.
 - h. The Applicant is responsible to provide waterproof cover over the house for any unprotected roof area when work is not being performed.
2. Experience
 - a. The Applicant’s company should have at least 15 years in the roofing industry with experience installing handsplit and re-sawn cedar shingles.
3. Timeline
 - a. The Applicant shall have adequate resources and workload to begin and complete the project within the 2015 dry season (beginning May 1) and by the completion date outlined below.

Historical Structure

This is a historical home and care must be taken to protect the exterior and interior of the house throughout this project from damage from the removal and installation of the roof. The interior must be protected from water entry throughout the removal and installation of the roof.

Or Equal or Better:

Any proposed changes in specified materials or workload must be approved by the City prior to installation or commencement. This requires the submittal of a written request to the City for approval and shall include the specification sheet for the proposed item/s. Review and comments from the City typically take up to 2 working days.

Warranty:

- Materials shall have a Manufacturer’s Warranty of at least 30 years.
- Labor shall have a Workmanship Warranty of at least 5 years.

Images: Images of the structure have been included in this RFB. These are included for information only.

Permits: The City will provide the Contractor’s roofing permit. Any other necessary permits

shall be at the expense of the Contractor.

Schedule: Project must be completed by **31 July 2015**. Work will not be permitted in the rain, snow, sleet, or other conditions where water entry into the house is probable. Work shall be performed between **7:00 AM and 6:00 PM Monday through Friday**. Other hours may be allowed upon written approval by the City.

Payment: Payment shall be made within 30 days of invoicing following acceptance by the City.

Bid Process: The City will review bids received by the submission deadline. The review panel will select the bid of the lowest responsible bidder. Non-responsive bids will not be considered. The City reserves the right to reject any and all bids. The bidder must complete the Bid Proposal section on this document. The City reserves the right to reject any and all bids.

Prevailing Wages: Prevailing wages are required on this project.

Photographs



City of Lake Stevens

Bid Proposal for Grimm House Roof Replacement

The following proposal is for the installation of a new cedar shake roof as outline in this bid document.

Bid Item 1 – Roofing Removal and Installation \$ _____

Sales tax (8.6%) \$ _____

TOTAL BASE BID (Sub-Total + Sales Tax) \$ _____

If awarded this bid, I will be able complete the installation by the date listed in this document.

Company: _____ Email: _____
Address: _____ City: _____ Zip: _____
Signature: _____ Date: _____ 2015
Print Name: _____ Phone: _____

Bid Proposal must be provided to the City by **4:00 PM** on **6 February 2015**, late submittals will not be accepted. Email, FAX and mailed bids will be accepted using the following methods:

Email: Adam Emerson at aemerson@lakestevenswa.gov

FAX: (425) 212-3328 attn. Adam Emerson

Mail: 1812 Main Street P.O. Box 257, Lake Stevens, WA 98258 attn. Adam Emerson

ATTACHMENT 2

Bid Tabulation

GRIMM HOUSE ROOF REPLACEMENT

Company	Total Bid	Bid Item 1	Tax
Snohomish Valley Roofing	\$14,017.00	\$12,907.00	\$1,110.00
Mike's Roofing Inc	\$15,204.00	\$14,000.00	\$1,204.00
OK Roofing Inc	\$17,962.44	\$16,540.00	\$1,422.44
K-A General Construction	\$23,889.95	\$21,998.11	\$1,891.84
Bate's Roofing LLC	\$32,580.00	\$30,000.00	\$2,580.00
Spokane Roofing Co.	\$41,729.93	\$38,390.00	\$3,339.93



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: March 23, 2015

Subject: Resolution 2015-06 Supporting the Transportation Revenue-and-Reform Package

Contact Person/Department: Jan Berg, City Administrator **Budget Impact:** None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Resolution 2015-06 Supporting the Transportation Revenue-and-Reform Package

SUMMARY/BACKGROUND:

The critical infrastructure improvements at the SR9/SR204 intersection and surrounding roads have been an identified need for both safety and economic development for several years. In an effort to secure funding for this project the City co-founded the SR9 Coalition in 2010 and has been an active member working to secure funding for the projects identified in the SR9 Route Development Plan. This project has also been on the City Council adopted legislative priorities for the last few years.

The current 2015 transportation package proposal approved by the Washington State Senate includes critical funding for key highway corridor projects for Lake Stevens and Snohomish County, particularly the State Route 9/State Route 204 Interchange.

APPLICABLE CITY POLICIES:

N/A

BUDGET IMPACT:

None

ATTACHMENTS:

- ▶ Exhibit A: Resolution 2015-06
- ▶ Exhibit B: 2015 Legislative Priority List

EXHIBIT A

RESOLUTION NO. 2015-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS,
WASHINGTON, IN STRONG SUPPORT OF A 2015 TRANSPORTATION
REVENUE-AND-REFORM PACKAGE**

WHEREAS, a healthy transportation system is a critical foundation of our state and local economies and our quality of life, as well as our global position as a leader in aerospace and airplane manufacturing and as the nation's most trade-dependent state; and

WHEREAS, Washington State's transportation system is suffering from disrepair, with a backlog of maintenance and preservation needs, and data showing that the hours of congestion and delay on critical freeway corridors such as U.S. Highway 2, State Route 9 and Interstate 5 are growing significantly worse; and

WHEREAS, failing roads and bridges, congested highway corridors, and bottlenecked interchanges undermine the mobility of vehicles, buses, and freight haulers to move people and goods; and

WHEREAS, in early 2012, the Connecting Washington Task Force released a report identifying \$50 billion in unfunded transportation needs and recommending an investment in \$21 billion in funding during the next 10 years for maintenance, preservation, and strategic investments; and

WHEREAS, through the passage of ESSB 5987 and ESSB 5988, the Washington State Senate has approved a 16-year, \$13.9 billion transportation package that invests in essential transportation projects throughout the state; and

WHEREAS, the transportation proposal provides critical funding for key highway corridor projects for Lake Stevens and Snohomish County, particularly the State Route 9/State Route 204 Interchange, which will support critical economic development in Lake Stevens and Snohomish County; and

WHEREAS, the transportation package also provides a direct distribution of \$375 million over 16 years for Lake Stevens and other cities and counties throughout the state to maintain local roadways and transportation systems; and

WHEREAS, the transportation package also invests in grant programs vital to cities and counties, including the Transportation Improvement Board (TIB), Freight Mobility Strategic Investment Board (FMSIB), "Complete Streets," Safe Routes to Schools, and Bicycle-Pedestrian Safety.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS DOES
HEREBY RESOLVE:**

1. The Lake Stevens City Council takes an official position in strong support of a comprehensive and balanced transportation investment package, including direct funding, grant funding, and financing options for local governments.

2. The Lake Stevens City Council urges that in the refinements to a transportation package by the Washington State House of Representatives and that in House-Senate negotiations, the Legislature consider providing direct distribution funding to local governments from the gas tax that does not require a biennial appropriation.

3. The Lake Stevens City Council urges the Legislature and the Governor to enact and sign into law a 2015 transportation revenue-and-reform package.

4. This resolution shall take effect and be in force immediately upon passage.

APPROVED at a regular, open public meeting by the City Council of the City of Lake Stevens, Washington, this _____ day of March, 2015.

Mayor

Attest/Authentication:

Kathy Pugh, Deputy City Clerk

CERTIFICATION

I hereby certify that this is a true and correct copy of Resolution No. 2015-06 passed by the City Council of the City of Lake Stevens, Washington March _____, 2015.

Barb Stevens, City Clerk

EXHIBIT B

2015 Legislative Priority List

Seek state partnership funding for key capital investments -- Lake Stevens will work with area lawmakers and key players on the Senate Ways & Means and House Capital Budget committees to secure partnership funding for capital projects that are vital for the local community – one of them a local project and one of them a State Department of Fish & Wildlife project:

- **The City will seek \$500,000 in the “local/community project” section of the 2015-17 Capital Budget for funding towards the Cavalero Park project being jointly planned with Snohomish County. Improvements to the park would include a skate park, youth playground, walking trails, off-leash dog park, open space enhancements, and possibly a BMX bike course within a 40-acre site;
- In collaboration with the Washington Department of Fish & Wildlife (WDFW), the City is seeking \$544,000 in the Boating Facilities Program (BFP) section of the 2015-17 Capital Budget for renovation of the shared boat launch at the North Cove access to Lake Stevens.

Enact a Transportation Package/Complete the SR 9/SR 204 Interchange -- The City of Lake Stevens urges lawmakers to enact a comprehensive transportation investment package. A top priority in that package must be \$58 million for the completion of State Route 9/State Route 204, a key SR 9 corridor project for safety, job creation, economic sustainability and growth, and congestion relief.

Additionally, Lake Stevens urges legislators to include the following in any transportation package:

- Dedicating a portion of new fuel tax revenue to direct distributions to cities and counties for their local road maintenance needs;
- Local transportation financing options for cities and counties to use in their own communities;
- Preserve and enhance funding for grant programs, such as the Transportation Improvement Board (TIB), Freight Mobility Strategic Investment Board (FMSIB), Safe Routes to Schools, and “Complete Streets” to address corridor needs, freight movements, safety, and multi-modal issues.

Establish, protect and restore state revenues critical to the Operating and Capital needs of local government – Lake Stevens will strongly support and participate in coalition efforts to establish and restore key revenues critical to helping local governments provide services and address infrastructure needs. In particular, the City will support legislation designed to re-establish growth in **liquor revolving account revenues**; a budget request to return 100 percent of **liquor excise tax distributions** to local governments; legislation to establish a distribution formula to share Initiative 502 marijuana excise tax revenues associated with I-502 retail, production, and processing activities; funding to help cities offset the costs of a new court rule on **public defense** caseloads; and protecting \$200 million in proposed 2015-17 Capital funding for the highly successful **Public Works Assistance Account (PWAA)** while also seeking to end funding diversions from the PWAA.

Provide new authority and tools to assist local governments with fiscal needs – In addition to prioritizing direct revenue sharing for cities and counties, Lake Stevens also will strongly support legislative actions to provide cities and counties with new revenue tools and authorities to address their fiscal needs in the event direct “state-shared revenues” cannot be restored.

Cost recovery for public records requests– Lake Stevens strongly supports the ‘sunshine’ and transparency objectives behind the Public Records Act. However, given growing cost burdens for certain types of requests, the City hopes to initiate legislation to help provide cost recovery for local agencies on the growing area of electronic records requests; and support a bill to allow cost recovery for public records that are clearly for a commercial purpose and used for sale/resale purposes.

2015 Support/Oppose Positions

SUPPORT -- Provide additional economic development and infrastructure investment tools for cities – Lake Stevens will strongly support a bill similar to **2SSB 6096** from the 2014 Session to provide cities with local property tax exemption tools for recruiting industrial and manufacturing businesses. Lake Stevens also supports initiatives to establish new Tax Increment Financing (TIF)-like tools in the State of Washington, or at the very least to authorize additional funding for the existing “Local Revitalization Financing” (LRR) program. These programs are critical to helping local communities bring infrastructure investments to help major developments happen sooner and more substantially and to attract economic development to our state vs. losing industrial recruiting battles to neighboring states.

SUPPORT – Continue and expand REET flexibility – Lake Stevens will strongly support a bill promoted by cities and counties that would extend the authority for local governments, at their discretion, to use REET II for operations and maintenance needs. The City also would like to see the REET flexibility legislation give cities the authority (which was previously granted to counties) to use REET II proceeds toward debt service payments. Ideally, the City also believes that REET II proceeds should be allowed to be applied to the same broad mix of infrastructure needs for which REET I dollars can already be deployed..

SUPPORT – Capital investment and grant program funding for cities – Along with supporting the Public Works Assistance Account and specific capital requests, Lake Stevens also will strongly support continued funding for established grant programs within the Capital Budget that invest in local communities. These include the Washington Wildlife, Recreation, and Parks Program (WWRP); the Youth Athletic Facilities (YAF) program; and the Housing Trust Fund.

OPPOSE – Measures that undermine local control, local authority -- Lake Stevens joins other cities and local governments in opposing legislative initiatives that would undermine local control or impose new mandates. Legislation the City will keep a particularly close eye on includes:

- Legislation that would mandate deferring single-family home **impact fee collections** to the point of sale or point of occupancy. This would impose significant cost burdens on many cities;
- Legislation that would **undermine annexation tools** available to cities;
- Legislation that would **require cities to collect fire impact fees** for fire districts;
- Legislation that would **mandate residential fire sprinkler construction in residences**. The City prefers to retain the current flexibility through the State Building Code Council;
- Legislation putting **new voter approval requirements around water-sewer district ‘assumptions’**



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: March 23, 2015

Subject: Ordinance No. 930 Sale – Disposition of Real Property

Contact Person/Department: Jan Berg, City Administrator **Budget Impact:** None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Ordinance No. 930 Sale –Disposition of Real Property

SUMMARY/BACKGROUND:

The current City of Lake Stevens municipal code does not include specific language for the sale or disposition of real property. Ordinance No. 930 creates a new chapter in the municipal code for the policy and procedures for the disposition of city owned real property. The proposed ordinance is from the City of Bothell and has been used by that City very successfully.

APPLICABLE CITY POLICIES:

N/A

BUDGET IMPACT:

None

ATTACHMENTS:

- ▶ Exhibit A: Ordinance No.930

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON
ORDINANCE NO. 930**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON,
PROVIDING FOR THE SALE AND DISPOSITION OF CITY-OWNED
REAL PROPERTY.

WHEREAS, the City of Lake Stevens currently owns, and anticipates owning in the future, real property for which the City no longer has current or future need, as well as real property which if disposed of, would be put to a higher or better use for the community at large; and

WHEREAS, the City Council declares that it is in the public interest for real property held by the City to be returned to the tax rolls if it is not needed for some present or future municipal use and if it can be sold for a reasonable return; and

WHEREAS, it is therefore the policy of the City to dispose of all real property in which the City holds a fee interest, where such property is surplus to its current or future needs, and where such disposition would afford the City a reasonable return from the transaction;

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

Section 1. A new chapter 2.98 is added to Title 2 of the Lake Stevens Municipal Code, to be entitled "Sale and Disposition of City-Owned Real Property" to read as follows:

**Chapter 2.98
SALE AND DISPOSITION OF CITY-OWNED REAL PROPERTY**

Sections:

- 2.98.010 Policy
- 2.98.020 Procedures
- 2.98.030 Special disposition process
- 2.98.040 Sale procedure
- 2.98.050 Sale to abutting owners
- 2.98.060 Intergovernmental transfers
- 2.98.070 Sale of real property originally acquired for public utility purposes

2.98.010 Policy.

The City Council declares that it is in the public interest for real property held by the city to be returned to the tax rolls if it is not needed for some present or future municipal use and if it can be sold for a reasonable return. It is therefore the policy of Lake Stevens to dispose of all real property in which the City holds a fee interest, where such property is surplus to its current or future needs, and where such disposition would afford the City a reasonable return from the transaction. For purposes of this chapter, "reasonable return" means sale for tangible and intangible consideration equal to, or greater than, the appraised fair market value (see LSMC 2.98.040(A)). For purposes of this chapter, "surplus property" means both real property for which the City has no current or future

need, as well as real property, which, if disposed of, would be put to a higher or better use for the community at large, which property has been determined to be surplus by the City Council.

2.94.020 Procedures.

Real property declared surplus may be disposed of for a reasonable return or to benefit the public interest by any of the following means determined by the Mayor (as further detailed in LSMC 2.98.040):

- A. Sealed bid;
- B. Auction;
- C. Negotiated sale; or
- D. Special Disposition process.

2.94.030 Special disposition process.

In cases where the public interest in a maximum financial or economic return is outweighed by the public benefit, due to factors such as (by way of illustration and not limitation) the unique character or development potential of a given property, the Mayor may recommend for City Council approval the disposal of property by a special disposition process which may include disposal for less than the appraised fair market value or for other cognizable forms of consideration in addition to or in lieu of monetary payment to the City. The special disposition process may include (without limitation) sale by any of the methods set forth at LSMC § 2.98.020, options to purchase, lease purchase transactions, or other commonly used, commercially reasonable means of disposal. Approval for special disposition of property under this section shall include written findings of the City Council setting out and supporting the basis for the City Council's decision that the public benefit of disposal pursuant to this section outweighs the public interest in a maximum financial or economic return.

2.98.040 Sale procedure.

Except where the special disposition process of LSMC § 2.98.030 is used, the following procedures and requirements shall apply to real property sold as surplus by the City:

- A. Determination of Fair Market Value/Minimum Acceptable Price.
 - 1. The Mayor may present to the council an appraisal of the surplus property and/or additional information regarding the approximate fair market value of the surplus property for purposes of determining a reasonable return if such property is sold.
 - 2. Whether surplus property is to be disposed of by sealed bid, auction or negotiated sale (excluding special disposition process), interested parties shall be advised that the minimum acceptable price shall be the fair market value determined by an appraisal and/or other information as presented by the Mayor above plus reimbursement of 50 percent of the cost of obtaining said appraisal and/or other information.

B. Processes/Bid Deposits/Time to Closing.

1. Disposition by Sealed Bid. Where a surplus property is sold by sealed bids, the bidding procedures for a surplus property shall be established by the Mayor before bids are sought, including qualifications for bidders. Such procedures shall contain the criteria on which the winning bid will be selected. Any and all bids submitted must be accompanied by a bid deposit in the form of a cashier's check payable to the City of Lake Stevens in an amount established by the Mayor. Such deposit accompanying the successful bid shall be deposited into escrow until closing on the purchase of the surplus property and payment of the remaining amount of the purchase price shall be made within the time established as part of the bidding procedures for the surplus property. In the event the purchaser is unable to pay the remaining amount within the required time, the bid deposit shall become nonrefundable and may be retained by the City as liquidated damages and not as a penalty, since the calculation of actual damages due to time lost, transaction expenses and other factors will be difficult, if not impossible, to accurately calculate (such damages, as just defined, being referenced hereafter as "liquidated damages"). The bidding procedures may permit the purchaser, at its option, to deposit an extension fee in a stated amount (hereinafter "extension fee"), in which case the time to make full payment shall be extended as provided in the bidding procedures. In the event full payment is not made by the conclusion of the extension period, the extension fee may be retained by the City, along with the initial deposit, as liquidated damages. The City Council reserves the right to waive, or delegate to the Mayor the right to waive, any irregularities in the bid process. The City reserves the right to reject all of the bids if it determines that none of them are responsive to its request for bids or to withdraw a request for bids at any time before it accepts a bid.
2. Disposition by Auction. Where property is sold at auction, the bidding procedures for a surplus property shall be established by the Mayor before the auction, including any minimum or reserve price and qualifications for bidders. The prevailing bidder must immediately tender a cash deposit or certified check for deposit into escrow as earnest money to the City Finance Director in the amount established in the bidding procedures. Payment of the remaining amount of the purchase price shall be made within the time period required in the bidding procedures. In the event the purchaser is unable to pay the remaining amount within the required time, the bid deposit shall become nonrefundable and may be retained by the City as liquidated damages. The bidding procedures may permit that the purchaser may, at its option, deposit an extension fee in a stated amount, in which case the time to make full payment shall be extended as provided in the bidding procedures. In the event full payment is not made by the conclusion of the extension period, the extension fee may be retained by the City, along with the initial deposit, as liquidated damages. The City reserves the right to reject all of the bids if the minimum or reserve price is not met or to withdraw the surplus property from the auction process at any time before the auction commences.
3. Disposition by Negotiated Sale. The Mayor may directly negotiate with potential purchasers of surplus property or may publish a Request for

Qualifications (“RFQ”) or a Request for Proposals (“RFP”) to identify potential purchasers. The City Council reserves all rights to approve any purchase and sale agreement recommended by the Mayor. Where property is sold by negotiated sale, said terms shall be controlled by the negotiated purchase and sale agreement.

C. Notification of Sale of Surplus Property. In the event the surplus property is to be disposed of by sealed bid or by auction, the following notification procedures shall be followed:

1. A notice of the City’s intent to dispose of the surplus property shall be conspicuously posted on the surplus property no less than two weeks prior to the date set to commence accepting bids or the date set for the auction.
2. Notice shall be published in the City’s official newspaper no less than once each week in two consecutive weeks preceding acceptance of sealed bids or the public auction. All notices shall include a description of the surplus property, the procedure by which the surplus property is to be disposed of, any qualifications for bidders, any bid deposits that must be made and the minimum price that will be accepted.

D. Failure to Close. In the event that the closing of the sale of surplus property fails to occur under the method selected by the City, or the City fails to conclude a binding purchase and sale agreement with a buyer selected by the City to negotiate with through a special disposition process, RFP, RFQ or other process, the City may terminate the transaction or negotiations and may start a new process (which may be a different process from that previously selected) and/or select the buyer deemed by the City to be the next most responsive in the prior process.

2.94.050 Sale to abutting owners.

If the surplus property can only be put to its highest and best use when aggregated with an abutter’s property because of its size, shape, topography, or other restriction, the surplus property may be negotiated for sale to the abutter, provided:

- A. The abutter is willing to purchase for the appraised fair market value of the surplus property;
- B. If more than one qualifying abutter expresses interest in purchasing the surplus property, the City Council may solicit sealed bids from all; and
- C. A person shall not be deemed to be an abutter if a right-of-way separates his property from the surplus property unless the City has agreed to vacate the right-of-way in question or the purchase will allow a higher and better use of the abutter’s property not otherwise permitted.

2.94.060 Intergovernmental transfers.

Intergovernmental transfers of real property shall be made in accordance with Chapter 39.33 RCW, RCW 43.09.210 and/or any other applicable statutes, rather than the provisions of this chapter.

2.94.070 Sale of real property originally acquired for public utility purposes.

Whenever the City shall determine, by City Council resolution, that any lands originally acquired for public utility purposes is surplus to the City's needs and is not required for providing continued public utility service, then the City Council by resolution and after a public hearing may cause such lands or property to be sold. Such resolution shall state the fair market value and such other terms and conditions for such disposition as the City Council deems to be in the best public interest (RCW 35.94.040).

SECTION 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

SECTION 3. Effective Date and Publication. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect and be in force five (5) days after passage and publication of an approved summary thereof consisting of the title.

SECTION 4. Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

PASSED by the City Council of the City of Lake Stevens this ____ day of _____, 2015.

Vern Little, Mayor

ATTEST/AUTHENTICATION:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant Weed, City Attorney

First and Final Reading: _____
Published: _____
Effective Date: _____



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: March 23, 2014

Subject: 2015 Park Board Work Program

Contact	Russ Wright	Budget	No direct budget
Person/Department:	<u>Planning and Community Development</u>	Impact:	<u>impact.</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve the 2015 Park Board Work Program as recommended by the Park Board.

BACKGROUND:

The 2015 Work Program carries over several projects from the 2014 Work Program. Notable achievements from 2014 included review of two Eagle Scout projects, the Boat Launch Replacement Proposal and Coordination on the joint Cavalero Park planning.

DISCUSSION:

The Park Board recommended approval of the proposed work program at their February 23, 2015 meeting. The 2015 Schedule will be every other month, unless additional meeting are required and requested with advance notice. The 2015 Work Program contains six main actions for the year:

1. Continue coordinating with Snohomish County and affected user groups on updates to the Cavalero Community Park Master Plan;
2. Coordination with City Council, Arts Commission, Snohomish County and affected community groups on parks and recreation planning issues, as needed;
3. Review and comment on the Hartford Trail Connection;
4. Code review and recommendation of any municipal code amendments that may affect parks and recreation, in particular fees amendment ordinance;
5. Develop a framework for Trail Master Plan; and
6. Continued coordination with affected Public and Private groups related to the transition and/or re-development of Frontier Heights Park as opportunities arise

APPLICABLE CITY POLICIES:

Council gives the Parks Board direction on its work activities as the Council's planning advisory body.

BUDGET IMPACT:

No direct budget impact at this time. City staff will perform all work in-house and through collaboration with affected agencies.

ATTACHMENTS:

A - 2015 Park Board Work Program



PROPOSED 2015 PARK BOARD WORK PROGRAM

PROJECT	PROCESS	SCHEDULE	START	PROJECT MANAGER
1. Cavalero Community Park – Coordinate with Snohomish County and other affected user groups related to revisions to the Park Master Plan.	Coordinate with user groups and provide input as needed.	Ongoing	Ongoing	RA
2. Coordination with other groups – Coordinate with the City Council, Arts Commission, Snohomish County and affected community groups on parks and recreation planning issues.	Specific tasks will be defined as project proceeds	To be determined	Ongoing	RA
3. Hartford Trail Connection – Review and comment on design of Hartford Trail Connection and trailhead between downtown Lake Stevens and the Centennial Trail.	Specific tasks will be defined as project proceeds	To be determined	2 nd Quarter	TBD
4. Code Review – Review and/or make recommendations on proposed municipal code amendments including a review of park impact fee amendments, general review of Title 10 Park and Recreation, and recommendations on private open space for residential development.	Specific tasks will be defined as project proceeds	To be determined	3 rd Quarter	TBD
5. Trail Master Plan – Develop a framework for a Trail Master Plan to include a power line trail, shoreline access and pedestrian connections.	Specific tasks will be defined as project proceeds	To be determined	4 th Quarter	RA/TBD
6. Frontier Heights – Coordinate with affected Public and Private groups related to the transition and/or re-development of Frontier Heights Park as opportunities arise.	Specific tasks will be defined as project proceeds	To be determined	Ongoing	TBD

2015 Schedule will be every other month unless additional meetings are required and requested with advance notice.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: March 23, 2015

Subject: Estate of Whispering Meadows Right-of-Way Vacation LUA2014-0062

Contact Person/Department: Russ Wright, Planning &
Community Development

Budget Impact: none

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: No action is requested at this time.

BACKGROUND/HISTORY:

Richmond American Homes is developing a 55-lot subdivision off 102 Ave NE in the northern part of the city that directly abuts Highway SR-92. The approved preliminary subdivision design is predicated on the city vacating a portion of unopened right-of-way (ROW), near the northern boundary of the project area. As a condition of preliminary approval, the Hearing Examiner required the developer to apply for a ROW vacation prior to final plat approval.

The city is reviewing the proposed ROW vacation and an application for final subdivision approval concurrently. The current request is for a vacation of approximately 2,187 square feet of unopened ROW. The proposed road alignment within the subdivision is designed to avoid impacts to critical area buffers and limit direct access to SR-92. By placing the proposed road further west, the new lots will be outside of a ravine and a stream buffer. In return for the ROW vacation, the city would receive 38,172 square feet of road dedication as part of the subdivision. A drawing that illustrates the plat layout, and proposed road configuration with dedication and vacation is included (**Attachment 1**). Subject to Lake Stevens Municipal Code 14.16C.095, the applicant has provided a cost summary of adjacent properties estimated to be \$1.70 per square foot to determine a value for the proposed vacation, which would be \$3,717.90 (**Attachment 2**). The area of new ROW dedication the city will receive with the final subdivision approval is estimated to have a value of \$64, 892.

The requested project is a Type V permit subject to a public hearing with City Council. Before the city staff can approve the pending final subdivision application, City Council would need to approve the ROW vacation. Planning and Community Development staff will bring the proposed vacation and final plat to Council for a public hearing/meeting later in the year with a detailed staff report and analysis. At the applicant's request, staff will schedule these proceeding at the same Council meeting.

APPLICABLE CITY POLICIES: Lake Stevens Municipal Code 14.16C.095 – Right-of-Way Vacation and Chapter 14.16B LSMC, Part V – Type V Review - Quasi-Judicial, City Council Decisions

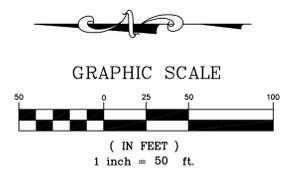
BUDGET IMPACT: None – the city would receive property as a dedication for vacated properties as compensation.

ATTACHMENTS:

1. Site Plan
2. Value Assessment

THE ESTATES AT WHISPERING MEADOWS

A PORTION OF THE NW 1/4 OF THE SW 1/4 OF SEC. 6, TWP. 29N., RGE. 6E.,
WILLAMETTE MERIDIAN, SNOHOMISH COUNTY, WASHINGTON
RIGHT OF WAY EXHIBIT



LEGEND

	EXISTING RIGHT OF WAY TO BE VACATED (2,187 S.F.)
	EXISTING RIGHT OF WAY TO REMAIN (20,454 S.F.)
	CREATED RIGHT OF WAY (81,144 S.F.)

ASSESSED LAND VALUE:
HIGHEST ASSESSED LAND VALUE: \$2.67/S.F.
LOWEST ASSESSED LAND VALUE: \$0.31/S.F.
MEDIAN ASSESSED LAND VALUE: \$1.70/S.F.

NATIVE GROWTH PROTECTION AREA
(TRACT 998)

PARCEL #29060600300800
ASSESSED LAND VALUE: \$136,900
PARCEL SIZE: 9.91 ACRES
431,679.6 S.F.
VALUE/S.F.: \$0.31 (LOW)

PARCEL #29060600302000
ASSESSED LAND VALUE: \$100,500
PARCEL SIZE: 1.52 ACRES
66,211.2 S.F.
VALUE/S.F.: \$1.52

PARCEL #29060600301900
ASSESSED LAND VALUE: \$98,300
PARCEL SIZE: 2.39 ACRES
103,672.8 S.F.
VALUE/S.F.: \$0.95

PARCEL #29060600301500
ASSESSED LAND VALUE: \$84,000
PARCEL SIZE: 0.75 ACRES
32,670.0 S.F.
VALUE/S.F.: \$2.57

PARCEL #29060600301600
ASSESSED LAND VALUE: \$84,000
PARCEL SIZE: 0.72 ACRES
31,363.2 S.F.
VALUE/S.F.: \$2.67 (HIGH)

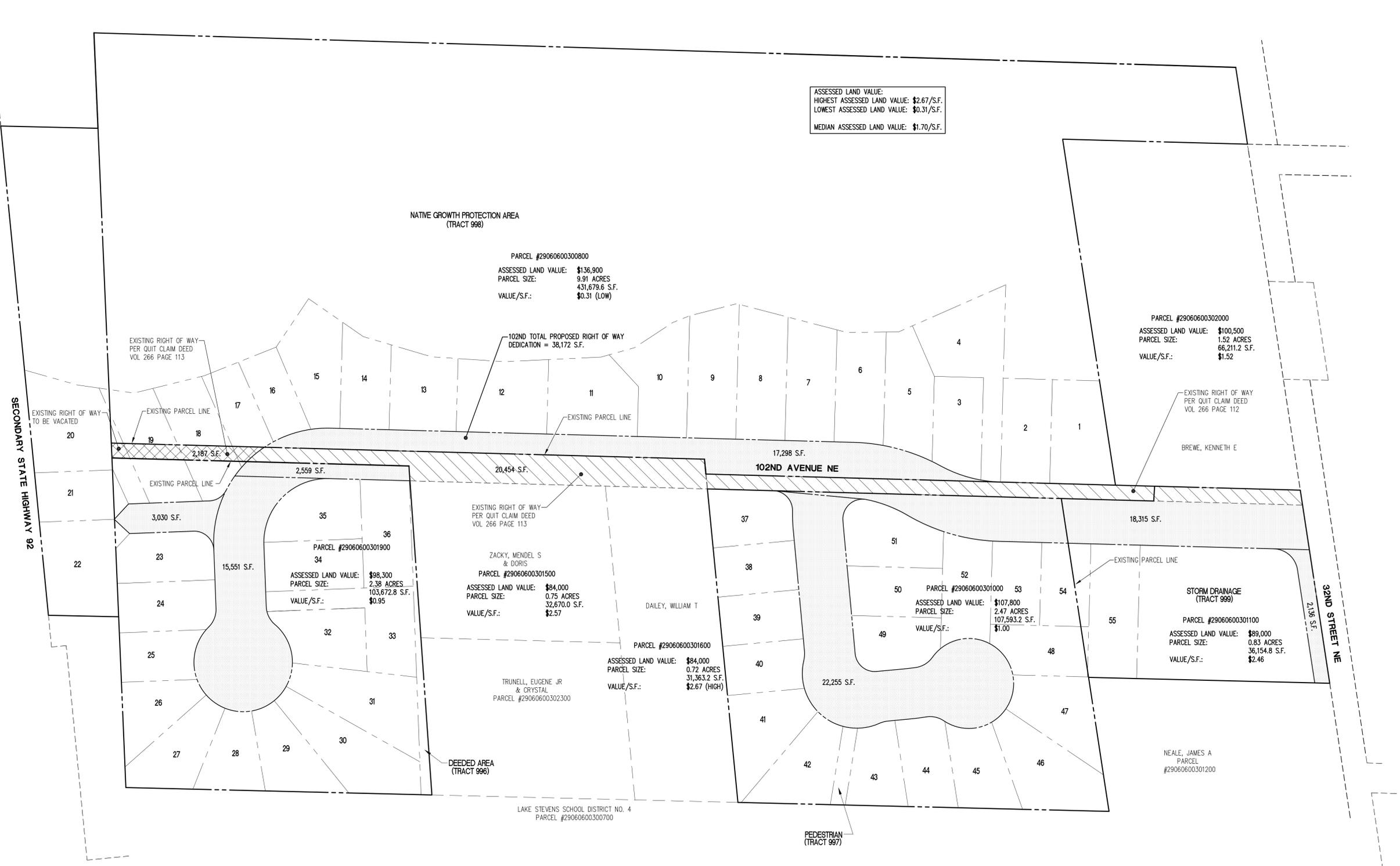
PARCEL #29060600302300
ASSESSED LAND VALUE: \$89,000
PARCEL SIZE: 0.83 ACRES
36,154.8 S.F.
VALUE/S.F.: \$2.46

PARCEL #29060600301000
ASSESSED LAND VALUE: \$107,800
PARCEL SIZE: 2.47 ACRES
107,593.2 S.F.
VALUE/S.F.: \$1.00

PARCEL #29060600301100
ASSESSED LAND VALUE: \$89,000
PARCEL SIZE: 0.83 ACRES
36,154.8 S.F.
VALUE/S.F.: \$2.46

NEALE, JAMES A
PARCEL #29060600301200

LAKE STEVENS SCHOOL DISTRICT NO. 4
PARCEL #29060600300700



No.	Revision:	Date:

C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING

Phone: (253) 848-4282
Fax: (253) 848-4278
ceer@cesnw.com

310 - 20TH ST. NE, SUITE 101
POVALLUP, WA 98372

THE ESTATES AT WHISPERING MEADOWS
RIGHT OF WAY EXHIBIT

RICHMOND
AMERICAN HOMES

Client: **RICHMOND AMERICAN HOMES**

Designed:	CAD
Drawn:	MFL
Checked:	CAD
Scale:	1" = 50'
Date:	08.21.14
Job No.:	13002
Sheet No.:	1
1 of 1 Sheets	

C.E.S. NW Inc.
Civil Engineering & Surveying

310 29th Street NE, Ste 101
Puyallup, WA 98372
Phone: (253) 848-4282
Fax: (253) 848-4278

August 26, 2014

Mr. Russ Wright
City of Lake Stevens
Planning and Community Development
1820 Main Street
Lake Stevens, WA 98258

RE: Nickell-Backman Right-of-way Vacation

Dear Mr. Wright,

As discussed in our meeting on August 22, 2014, the Nickell-Backman project (AKA Whispering Meadows) is requesting vacating a portion of right-of-way during the development process. As a condition of the January 18, 2008 Snohomish County Hearing Examiner Decision regarding the Nickell-Backman preliminary plat, the vacation of any right-of-way shall be completed through the City of Lake Stevens. As required by *Lake Stevens Municipal Code (LSMC) 14.16C.095(e)(1)*, in cases where the City Council requires compensation for vacated right-of-way, an appraisal of the property to be vacated shall be calculated by the average assessed value of property abutting the subject right-of-way on a square foot basis and applied to the portion of right-of-way to be vacated. The values below and shown on the map are based on the assessed valuation for the seven properties adjoining the 102nd Ave NE right-of-way between 32nd St NE and 102nd Ave NE's northerly terminus south of SR 92 (See Exhibit).

The calculation for the average assessed value for the properties fronting 102nd Ave NE is calculated from the square foot assessed land value, elimination of the high and low values, and averaging the remaining values. This provides a median value of \$1.70 per square foot.

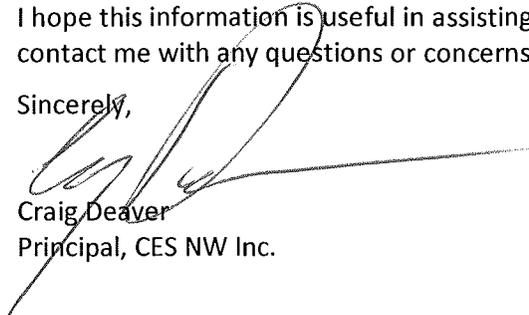
The average assessed value, as described above, for the portion of right-of-way subject to vacation utilizing the criteria described in the *LSMC*, is \$3,717.90. This amount is calculated by multiplying the average square foot value of \$1.70 to the 2,187 square feet subject to vacation. This assessed value is based on the 2014 Taxable Value from the Snohomish County Assessor (see attached).

The 102nd Ave NE right-of-way bisects the subject property and is to be fully constructed through the Whispering Meadows plat. The improvements provided by the Whispering Meadows plat provide access to all property owners within and adjoining the plat. The dedicated right-of-way is to be fully improved with curb, gutter, sidewalk and accommodation of utilities and storm drainage. The valuation of the right-of-way to be dedicated is \$64,892.40 utilizing unimproved assessed value as described above, (38,172 sf multiplied by \$1.70 per square foot).

We feel the improvements to the additional 38,172 sf of right-of-way provided through the Whispering Meadows plat more than adequately compensates the City of Lake Stevens in the vacation of the 2,187 sf subject right-of-way.

I hope this information is useful in assisting with the review process for the vacation. Please feel free to contact me with any questions or concerns at (253) 848-4282 or by e-mail at cdeaver@cesnwinc.com.

Sincerely,



Craig Deaver
Principal, CES NW Inc.



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