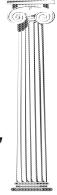


City of Lake Stevens Vision Statement

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 July 13, 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:

GUEST BUSINESS:

**CITY DEPARTMENT
REPORT**

CONSENT AGENDA:

*A	Approve 2015 Vouchers	Barb
*B	Approve June 22, 2015 Council Regular Meeting Minutes	Barb
*C	Plat of Bayview – Acceptance of Right of Way Dedication	Russ
*D	Authorize Professional Services Agreement with Dick's Towing, Inc.	Dan
*E	Adopt Ordinance 935 Amending the 2015 Budget	Barb

ACTION ITEMS:

*A	Re-appointment of Civil Service Commissioner	Mayor
*B	Approve Resolution 2015-07 Adopting and Approving Personnel Rules and Policies and the Personnel Policies included within Chapter 10 of the Lake Stevens Police Department Policy Manual	Steve/ Dan

DISCUSSION ITEMS: *A Marijuana Ordinance Russ

**COUNCIL PERSON'S
BUSINESS**

Lake Stevens City Council Regular Meeting Agenda

July 13, 2015

MAYOR'S BUSINESS

EXECUTIVE SESSION

Potential Litigation

Jan

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

STAFF REPORT UPDATES JULY 13, 2015 CITY COUNCIL MEETING

ADMINISTRATION

- Legislative Update: As of this writing the City's \$500k capital request for Park Funding is included in the Capital Budget; the last step needed was for the Senate to pass the capital budget bond bill vote. This was approved July 9, 2015. Regarding transportation the SR9/204 project has been added back to the project list and the House is voting Friday morning on the last two items needed -- the transportation bonds and the transportation spending bill.
- Lundeen House: Staff is putting together a proposal for City Council consideration on moving the Chamber Office/Visitor Center to this location including identifying any required tenant improvements and available budget. This item is currently scheduled for the July 27th Council meeting.
- Aquafest Booth: A sign-up sheet has been emailed to the City Council. Please let me know by July 21st which three choices work for your schedule prior to opening up times for our boards and commissions.

FINANCE

- Hydroplanes, Inc., the current tenants of the City Shop, have exercised their option to renew the lease agreement for an additional year. The agreement will now run through mid-2016.

PLANNING DEPARTMENT

- Staff met with the Snohomish County Tourism Bureau and discussed ways to incorporate more Lake Stevens tourism opportunities into their programs and literature. The Bureau and City will continue to collaborate on special events as well as the Bureau informed the City of potential grant opportunities that are available to the City for expanding outreach.
- Staff conducted Business Retention and Expansion (BRE) meetings with local businesses and provided resource assistance. Staff also engaged the Lake Stevens Chamber of Commerce and the Economic Alliance of Snohomish County in discussions regarding the City's desire to implement a BRE program and how these groups could participate, coordinate and assist the City with its BRE efforts.
- As part of new business recruitment efforts, staff responded to several specific requests for information from retail and manufacturing prospects.
- The Department issued the 2014 Annual Report showing an increase in most activities from 2013.
- The Building Official, Administration, and Police Department collaborated to conduct neighborhood outreach regarding the duplex fire that occurred on June 11th. Currently the structure is unsafe to occupy and staff is working with the owner.
- Permit Staff is working with Aquafest to wrap up final permitting items and expects to issue the permit by July 15th. Aquafest is again using a professional site consultant for logistics. Activities new to the festival this year include a stand up paddle board demonstration, a "Hollywood" spotlight to go with their theme of "Lights, Camera, Aquafest!", volleyball, a human foosball game, and a drone used for photography. Coordination between the City and Aquafest has been exceptional this year.

POLICE DEPARTMENT

- Text-to-911: Our dispatch centers in this county are now able to accept text-to-911 calls. Snohomish County is the second county in the state to have this ability, so at this time the functionality of the system is pretty basic. The public message is to call if you can and text if you can't.
- On the 4th of July this year our office responded to 117 different calls for service, 17 of which were for fireworks. During the period of June 28th at noon to July 4th at 11:59 pm, we had a total of 43 firework complaints. The 2014 calls for service during the same time period were 98 different calls for service, including 17 fireworks complaints on the 4th of July. The total fireworks related complaints when they were legal to buy and set off on the 4th of July, is 47.
- Police Records Specialist Update: A conditional offer was extended for the vacant Police Records Specialist position. The individual that was given the offer is currently going through the background process. Once the process is successfully completed, we are looking at a hire date of August 1st 2015.
- The Police Department is going through the final preparations for Aquafest 2015. The Sergeant in charge of this year's operation has been meeting and finalizing the plan with other law enforcement agencies, our Public Works Department, Planning Department and Aquafest Inc.

PUBLIC WORKS DEPARTMENT

- 2015 Pavement Overlay – the contractor, Northshore Paving, has started work on this year's overlay program with the initial work being upgrading and adding new ADA ramps. Later in the month, with good weather, paving is planned to be performed and is expected to be completed by mid-August.
- 20th Street SE Land Transfer – Snohomish County Council has approved the ILA and the Quit Claim deeds are being prepared. It is currently expected that these deeds could be presented to the City by September of this year.
- Weed abatement – this year continues to be a challenge keeping up with vegetation control with the unseasonably warm weather. Public Works is making some headway using pesticides in some areas rather than cutting, and it appears to be working by reducing the calls for service. Public Works has been communicating with residents on reported problem vegetation areas and educating them on their responsibility to maintain their frontage. This has seen some success.
- 20th Street SE/Cavalero Signal – the City has received concerns over this signal during snow and ice conditions. To address this concern, the City plans to turn this signal on to a yellow flashing light for 20th Street SE (red flash on the north/south leg) during these type of winter events. This has been added into the City's Snow and Ice Plan.

**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	7/1/2015	\$141,341.91
Payroll Checks	38736-38737	\$4,153.74
Tax Deposit(s)	7/1/2015	\$56,220.59
Electronic Funds Transfers	ACH	\$172,371.39
Claims	38738-38826	\$211,603.92
Void Checks	38026, 36698, 37934	(\$733.07)
Total Vouchers Approved:		\$584,958.48

This 13th day of July 2015:

 Mayor

 Councilmember

 Finance Director

 Councilmember

 Councilmember

 Councilmember



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Checks to be Approved for 6/23/2015 to 7/13/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	\$550.31	
Ace Hardware	38743	Check Total							\$550.31
		7/13/2015	46696	001-008-521-20-31-01	LE-Operating Costs	Car wash brush and soap	\$39.05		
			46767	001-008-521-20-31-01	LE-Operating Costs	Pop up canopy	\$65.16		
				001-008-521-21-31-00	LE-Boating Operating	Wheel chock	\$10.83		
			46793	001-010-576-80-31-00	PK-Operating Costs	Weed sprayer	\$2.96		
				101-016-544-90-31-02	ST-Operating Cost	Weed sprayer	\$2.96		
				410-016-531-10-31-02	SW-Operating Costs	Weed sprayer	\$2.95		
			46799	001-008-521-20-31-01	LE-Operating Costs	Surge protector	\$10.85		
			46814	101-016-544-90-31-02	ST-Operating Cost	Parts for outside faucet at shop	\$44.16		
				410-016-531-10-31-02	SW-Operating Costs	Parts for outside faucet at shop	\$44.15		
			46823	001-010-576-80-31-00	PK-Operating Costs	Round up	\$61.53		
				101-016-544-90-31-02	ST-Operating Cost	Round up	\$61.54		
				410-016-531-10-31-02	SW-Operating Costs	Round up	\$61.54		
			46843	001-008-521-20-31-01	LE-Operating Costs	Ant Spray	\$19.52		
			46846	001-008-521-20-31-01	LE-Operating Costs	Ant Bait	\$16.26		
			46883	101-016-544-90-31-02	ST-Operating Cost	Slip hooks	\$7.59		
				410-016-531-10-31-02	SW-Operating Costs	Slip hooks	\$7.59		
			46888	001-008-554-30-51-00	LE-Environmental-Animal Contro	Trash can for dog food	\$27.14		
			46926	001-010-576-80-31-00	PK-Operating Costs	Ant spray	\$7.59		
				101-016-544-90-31-02	ST-Operating Cost	Stihl gearbox/ant spray	\$17.34		
	46927	001-012-572-20-31-00	CS-Library-Office & Operating	Electrical outlet and cover	\$24.41				
	47031	101-016-542-64-31-00	ST-Traffic Control - Supply	Traffic stake	\$15.19				
ACES	38744	Check Total							\$599.00
		7/13/2015	10843GR	001-005-517-60-31-00	HR-Safety Program	Safety Mtg: Firework Safety/Ergonomics training	\$137.39		
				101-016-517-60-31-00	ST-Safety Program	Safety Mtg: Firework Safety/Ergonomics training	\$230.81		
				410-016-517-60-31-00	SW-Safety Program	Safety Mtg: Firework Safety/Ergonomics training	\$230.80		
Advantage Building Services	38745	Check Total							\$651.70
		7/13/2015	1663	001-007-558-50-41-00	PL-Professional Servic	Janitorial Services	\$28.75		
				001-007-559-30-41-00	PB-Professional Srv	Janitorial Services	\$28.75		
				001-008-521-20-41-00	LE-Professional Services	Janitorial Services	\$300.00		
				001-010-576-80-41-00	PK-Professional Services	Janitorial Services	\$19.16		
				001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Services	\$115.00		



Checks to be Approved for 6/23/2015 to 7/13/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Advantage Building Services	38745	7/13/2015	1663	001-013-518-20-41-00	GG-Professional Service	Janitorial Services	\$156.00	
				101-016-542-30-41-02	ST-Professional Service	Janitorial Services	\$19.17	
				410-016-531-10-41-01	SW-Professional Services	Janitorial Services	\$19.17	
				621-000-386-00-00-00	Retainage -Public Bldg Maint	Retainage-Advantage svcs	(\$34.30)	
AFLAC	0						Check Total	\$1,495.80
		7/13/2015	07/01/15	001-000-284-00-00-00	Payroll Liability Other	Employee paid Insurance Prem	\$1,495.80	
Alexander Printing	38746						Check Total	\$180.18
		7/13/2015	43130	001-007-558-50-31-00	PL-Office Supplies	1000 printed envelopes-City Logo	\$90.09	
				001-013-518-20-31-00	GG-Operating	1000 printed envelopes-City Logo	\$90.09	
Assoc of Washington Cities EFT	0						Check Total	\$91,741.46
		7/13/2015	July 2015	001-000-283-00-00-00	Payroll Liability Medical	Medical Insurance Premium	\$91,741.63	
				001-013-518-30-20-00	GG-Benefits	Medical Insurance Premium	(\$0.17)	
James Barnes	38747						Check Total	\$44.00
		7/13/2015	6/11/15	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem Barnes-WSSO Conf Kennewick WA	\$44.00	
Bills Blueprint	38748						Check Total	\$42.38
		7/13/2015	511033	001-007-558-50-41-01	PL-CA-Developer Reimb	Autumn Ridge pd receipt 6447	\$16.29	
			511419	001-007-558-50-31-01	PL-Operating Costs	Public Record Req pd on receipt 6549	\$26.09	
Blumenthal Uniforms	38749						Check Total	\$347.29
		7/13/2015	132137-01	001-008-521-20-26-00	LE-Clothing	Pants - Parnell	\$111.80	
			143548	001-008-521-20-26-00	LE-Clothing	Shirt - Lambier	\$58.59	
			144924	001-008-521-20-26-00	LE-Clothing	Boots - Lyons	\$141.17	
			145334	001-008-521-20-26-00	LE-Clothing	Belt - Brown	\$35.73	
Carquest Auto Parts Store	38750						Check Total	\$73.70
		7/13/2015	2421-222811	101-016-544-90-31-02	ST-Operating Cost	Trailer adapters	\$36.85	
				410-016-531-10-31-02	SW-Operating Costs	Trailer adapters	\$36.85	
David Carter	38751						Check Total	\$44.00
		7/13/2015	06/11/15	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem-Carter-WSSO Conf-Kennewick WA	\$44.00	
CDW Government Inc	38752						Check Total	\$814.23
		7/13/2015	WB38781	510-006-518-80-31-00	Purchase Computer Equipment	Wireless Access Point for City Hall	\$564.02	
			WJ57345	001-006-518-80-31-00	IT-Office Supplies	6TB USB Hard drives	\$250.21	



Checks to be Approved for 6/23/2015 to 7/13/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total		
CHS Engineers LLC	38753	Check Total							\$2,174.04
		7/13/2015	371408	101-016-544-20-41-00	ST-Prof Srv - Engineering	Dynasty Homes LUA2013-0060	\$1,496.61		
			371411	101-016-544-20-41-00	ST-Prof Srv - Engineering	Whispering Meadows LUA2014-0096	\$306.30		
			371502	101-016-544-20-41-00	ST-Prof Srv - Engineering	Holly BLA LUA2015-0030	\$371.13		
City of Everett	38754	Check Total							\$1,085.00
		7/13/2015	I15001342	001-008-554-30-51-00	LE-Environmental-Animal Contro	Animal shelter services May 2015	\$1,085.00		
City of Marysville	38755	Check Total							\$12,947.53
		7/13/2015	POLIN11-0542	001-008-523-60-51-00	LE-Jail	Prisoner Housing May 2015	\$12,947.53		
Colt Mfg Co LLC	38756	Check Total							\$450.00
		7/13/2015	Nelson	001-008-521-40-49-01	LE-Staff Development	Armorer's Training	\$450.00		
Comcast	38757	Check Total							\$352.00
		7/13/2015	6/15 0808840	001-010-576-80-42-00	PK-Communication	Internet services - City Shop	\$36.32		
				101-016-543-30-42-00	ST-Communications	Internet services - City Shop	\$36.32		
				410-016-531-10-42-00	SW-Communications	Internet services - City Shop	\$36.32		
		6/15 0810218	001-008-521-20-42-00	LE-Communication	Internet services - N Lakeshore	\$93.96			
		6/15 0827887	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic signal control	\$149.08			
Daily Journal of Commerce	38758	Check Total							\$134.20
		7/13/2015	3302149	309-016-595-61-63-01	Sidewalk Construction	North Davies Sidewalk	\$88.00		
			3302275	001-008-521-20-41-03	LE-Advertising	Bid request for Elec Conduct Weapons	\$46.20		
Day Wireless Systems 16	38759	Check Total							\$68.28
		7/13/2015	388746	001-008-521-20-26-00	LE-Clothing	Flexible ear inserts - Parnell	\$68.28		
Dell Marketing LP	38760	Check Total							\$1,144.80
		7/13/2015	1000324396	510-006-518-80-49-00	License Renewal - Annual Maint	AppAssure backup software maint renewal	\$1,144.80		
Dept of Licensing	0	Check Total							\$485.00
		7/13/2015	1248-1268	633-008-586-00-00-00	Gun Permit - State Remittance	Weapons Permits	\$485.00		
Dept of Retirement (Deferred Comp)	0	Check Total							\$2,290.00
		7/13/2015	07/01/15	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,290.00		
Dept of Retirement PERS LEOFF	0	Check Total							\$58,934.83
		7/13/2015	07/01/15	001-000-282-00-00-00	Payroll Liability Retirement	PERS LEOFF Contributions	\$58,934.83		
Dept of Revenue	0	Check Total							\$10,396.49
		7/13/2015	June 2015	001-008-521-20-26-00	LE-Clothing	June 2015 Use Taxes	\$2.75		



Checks to be Approved for 6/23/2015 to 7/13/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Dept of Revenue	0	7/13/2015	June 2015	001-008-521-20-31-01	LE-Operating Costs	June 2015 UseTaxes	\$28.67	
				001-013-518-90-49-06	GG-Excise Tax	June 2015 Excise Taxes	\$488.60	
				101-016-542-64-31-00	ST-Traffic Control - Supply	June 2015 UseTaxes	\$129.43	
				101-016-544-90-31-02	ST-Operating Cost	June 2015 Use Taxes	\$1.34	
				410-016-531-10-31-02	SW-Operating Costs	June 2015 Use Taxes	\$1.34	
				410-016-531-10-44-00	SW-Excise Taxes	June 2015 Excise Taxes	\$9,744.36	
	38761	Check Total						\$785.16
	7/13/2015	Q2 2015		633-013-586-00-00-05	Leasehold Excise Tax Remit	Q2 2015 Leasehold Excise Tax	\$785.16	
Steven Edin	38762	Check Total						\$591.94
	7/13/2015	6/29 req		001-001-513-10-43-00	Executive - Travel & Mtgs	AWC Annual Conference-Wenatchee-Mayor	\$295.97	
				001-005-518-10-43-00	HR-Travel & Meetings	AWC Annual Conference-Wenatchee-Edin	\$295.97	
Efficiency Inc	38763	Check Total						\$170.69
	7/13/2015	1797		001-003-514-20-31-00	CC-Office Supply	Docking station/power supply Philips recorder	\$170.69	
Electronic Federal Tax Pmt System EFTPS	0	Check Total						\$56,220.59
	7/13/2015	07/01/15		001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$56,220.59	
Epic Events and Promotion Inc	38764	Check Total						\$2,280.60
	7/13/2015	1028		001-012-573-20-31-00	CS-Arts Commission	Outdoor Cinema Services 8/21/2015 North Cove Park	\$2,280.60	
Everett Safe and Lock	38765	Check Total						\$65.22
	7/13/2015	47191		001-012-575-50-48-00	CS-Community Center - R & M	Lock repair - Community Center	\$65.22	
Evergreen State Heat	38766	Check Total						\$374.68
	7/13/2015	28118		001-012-569-00-48-00	CS-Aging Services R&M	HVAC service-Senior Center	\$374.68	
Donna Foster	38767	Check Total						\$340.48
	7/13/2015	35028		001-012-573-20-31-00	CS-Arts Commission	Music on the Lake postcards/posters	\$99.20	
		35036		001-010-576-80-31-10	PK - Boat Launch Expense	Parking envelopes #15801-16800	\$241.28	
Frontier	38768	Check Total						\$90.84
	7/13/2015	6/15 4253340835		001-013-518-20-42-00	GG-Communication	Telephone services	\$30.28	
				101-016-543-30-42-00	ST-Communications	Telephone services	\$30.28	
				410-016-531-10-42-00	SW-Communications	Telephone services	\$30.28	
Glens Rental Sales and Service	38769	Check Total						\$406.16
	7/13/2015	S7810		101-016-544-90-31-02	ST-Operating Cost	Pavement roller - Overlay	\$162.90	
		S7835		001-010-576-80-31-00	PK-Operating Costs	Hedger tag #705	\$81.08	



Checks to be Approved for 6/23/2015 to 7/13/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Glens Rental Sales and Service	38769	7/13/2015	S7835	101-016-544-90-31-02	ST-Operating Cost	Hedger tag #705	\$81.09	
				410-016-531-10-31-02	SW-Operating Costs	Hedger tag #705	\$81.09	
Grainger	38770						Check Total	\$836.70
		7/13/2015	9645713760	001-010-576-80-31-00	PK-Operating Costs	Jobber Drill and Bit sets	\$29.61	
				101-016-544-90-31-02	ST-Operating Cost	Jobber Drill and Bit sets	\$29.61	
				410-016-531-10-31-02	SW-Operating Costs	Jobber Drill and Bit sets	\$29.61	
			9645713778	101-016-544-90-31-02	ST-Operating Cost	Socket Set	\$19.19	
				410-016-531-10-31-02	SW-Operating Costs	Socket Set	\$19.18	
			9648388537	001-012-572-20-31-00	CS-Library-Office & Operating	Light fixtures for library	\$71.87	
			9760694621	101-016-544-90-31-02	ST-Operating Cost	Pliers - ergonomic	\$14.93	
				410-016-531-10-31-02	SW-Operating Costs	Pliers - ergonomic	\$14.93	
			9761155028	101-016-542-90-31-01	ST-Clothing	Hard Hats	\$42.53	
				410-016-531-10-31-00	SW-Clothing	Hard Hats	\$42.52	
			9761800607	101-016-542-90-31-01	ST-Clothing	Hard hats	\$24.35	
				410-016-531-10-31-00	SW-Clothing	Hard hats	\$24.34	
			9764049145	001-010-576-80-31-00	PK-Operating Costs	Leather gloves	\$30.38	
				101-016-544-90-31-02	ST-Operating Cost	Leather gloves	\$30.39	
				410-016-531-10-31-02	SW-Operating Costs	Leather gloves	\$30.39	
			9766398706	101-016-544-90-31-02	ST-Operating Cost	Adjustable wrench	\$4.36	
				410-016-531-10-31-02	SW-Operating Costs	Adjustable wrench	\$4.35	
			9766638341	101-016-544-90-31-02	ST-Operating Cost	All purpose cleaner/grease gun	\$36.43	
				410-016-531-10-31-02	SW-Operating Costs	All purpose cleaner/grease gun	\$36.44	
			9767702484	101-016-544-90-31-02	ST-Operating Cost	Grease Gun/Toilet seat covers	\$43.78	
				410-016-531-10-31-02	SW-Operating Costs	Grease Gun/Toilet seat covers	\$43.78	
			9770490705	101-016-544-90-31-02	ST-Operating Cost	Utility knives	\$24.86	
				410-016-531-10-31-02	SW-Operating Costs	Utility knives	\$24.86	
			9770490713	101-016-544-90-31-02	ST-Operating Cost	Battery Pack	\$53.76	
				410-016-531-10-31-02	SW-Operating Costs	Battery Pack	\$53.76	
			9770536002	101-016-544-90-31-02	ST-Operating Cost	Toilet seat cover dispenser	\$19.11	
				410-016-531-10-31-02	SW-Operating Costs	Toilet seat cover dispenser	\$19.12	
			9770536010	101-016-544-90-31-02	ST-Operating Cost	Toilet seat	\$15.72	
				410-016-531-10-31-02	SW-Operating Costs	Toilet seat	\$15.71	



Checks to be Approved for 6/23/2015 to 7/13/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Grainger	38770	7/13/2015	9770946052	101-016-544-90-31-02	ST-Operating Cost	Toilet seat covers	(\$20.91)	
				410-016-531-10-31-02	SW-Operating Costs	Toilet seat covers	(\$20.91)	
			9773973517	101-016-544-90-31-02	ST-Operating Cost	Batteries	\$14.32	
				410-016-531-10-31-02	SW-Operating Costs	Batteries	\$14.33	
Granite Construction Supply	38771	7/13/2015					Check Total	\$845.29
			262 00058486	101-016-542-64-31-00	ST-Traffic Control - Supply	Resheet traffic signs	\$781.92	
			262_00058378	101-016-542-90-31-01	ST-Clothing	Jacket	\$31.69	
				410-016-531-10-31-00	SW-Clothing	Jacket	\$31.68	
HB Jaeger Co LLC	38772	7/13/2015					Check Total	\$471.65
			161050/1	410-016-531-10-31-02	SW-Operating Costs	Ladders for detention ponds	\$471.65	
Honey Bucket	38773	7/13/2015					Check Total	\$214.00
			2-1247690	001-010-576-80-45-00	PK-Equipment Rental	Honey bucket rental - Boat Launch	\$214.00	
Laura Ann W Hugdahl	38774	7/13/2015					Check Total	\$84.00
			3/24 Council Mt	001-003-514-20-41-00	CC-Professional Services	3/24/14 Council Mtg Minutes	\$84.00	
Steve Iblings	38739	7/9/2015					Check Total	\$500.00
			7/16/15	001-012-573-20-31-00	CS-Arts Commission	Music on the Lake 7/16/2015	\$500.00	
IDville	38775	7/13/2015					Check Total	\$482.91
			2015719	001-008-521-20-31-00	LE-Office Supplies	PVC cards/printer ribbon	\$306.84	
				001-008-521-20-31-04	LE - Donation Exp - Other	PVC cards/printer ribbon	\$176.07	
Integra Telecom Inc	38776	7/13/2015					Check Total	\$908.47
			13056665	001-002-513-11-42-00	AD-Communications	Telephone Service	\$13.36	
				001-003-514-20-42-00	CC-Communications	Telephone Service	\$26.71	
				001-004-514-23-42-00	FI-Communications	Telephone Service	\$26.71	
				001-005-518-10-42-00	HR-Communications	Telephone Service	\$13.35	
				001-006-518-80-42-00	IT-Communications	Telephone Service	\$40.07	
				001-007-558-50-42-00	PL-Communication	Telephone Service	\$86.85	
				001-007-559-30-42-00	PB-Communication	Telephone Service	\$13.35	
				001-008-521-20-42-00	LE-Communication	Telephone Service	\$454.24	
				001-012-575-30-42-00	CS-Historical-Communications	Telephone Service Museum	\$13.36	
				001-012-575-50-42-00	CS-Community Center - Comm	Telephone Service Senior Ctr	\$13.35	
				001-013-518-20-42-00	GG-Communication	Telephone Service	\$53.42	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Integra Telecom Inc	38776	7/13/2015	13056665	101-016-543-30-42-00	ST-Communications	Telephone Service Shop	\$76.85	
				410-016-531-10-42-00	SW-Communications	Telephone Service Shop	\$76.85	
J Thayer Company	38777						Check Total	\$1,287.07
		7/13/2015	955419-0	001-008-521-20-31-00	LE-Office Supplies	Paper/index tabs/toner	\$1,159.91	
				001-007-558-50-31-00	PL-Office Supplies	Paper	\$5.83	
				001-007-559-30-31-00	PB-Office Supplies	Paper	\$5.83	
				101-016-544-90-31-01	ST-Office Supplies	Paper/door hanger	\$25.98	
				410-016-531-10-31-01	SW-Office Supplies	Paper/door hanger	\$25.98	
956215-0	001-013-518-20-31-00	GG-Operating	Batteries/correction tape/screen cleaner	\$63.54				
KPF Consulting Engineers Inc	38778						Check Total	\$3,170.34
		7/13/2015	41500850-0615	309-016-595-61-63-01	Sidewalk Construction	North Davies Sidewalk engineering consult	\$3,170.34	
Lake Industries LLC	38779						Check Total	\$489.60
		7/13/2015	266817	101-016-544-90-31-02	ST-Operating Cost	1 1/4 Minus Crushed Rock	\$44.80	
				410-016-531-10-31-02	SW-Operating Costs	1 1/4 Minus Crushed Rock	\$44.80	
		28905	101-016-544-90-31-02	ST-Operating Cost	Dump fees	\$20.00		
			410-016-531-10-31-02	SW-Operating Costs	Dump fees	\$20.00		
		28921	101-016-544-90-31-02	ST-Operating Cost	Fill by the yard	\$50.00		
			410-016-531-10-31-02	SW-Operating Costs	Fill by the yard	\$50.00		
		28929	101-016-544-90-31-02	ST-Operating Cost	Fill by the yard	\$90.00		
			410-016-531-10-31-02	SW-Operating Costs	Fill by the yard	\$90.00		
		28938	101-016-544-90-31-02	ST-Operating Cost	Fill by the yard	\$40.00		
410-016-531-10-31-02	SW-Operating Costs		Fill by the yard	\$40.00				
Lake Stevens Fire	38780						Check Total	\$7,955.00
		7/13/2015	8645	001-012-569-00-48-00	CS-Aging Services R&M	Annual Fire Inspection - Senior Center Soper Hill Rd	\$105.00	
			Q2 2015	633-013-586-00-00-07	Fire Dept Fee Remittance	Fire Fees Q2 2015	\$7,850.00	
Lake Stevens Mini Mart	38781						Check Total	\$138.51
		7/13/2015	Trans 10554	001-008-521-21-32-00	LE-Boating-Fuel	Boat fuel	\$138.51	
Lake Stevens Police Guild	38782						Check Total	\$1,078.50
		7/13/2015	07/01/15	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,078.50	
Lake Stevens School District	38783						Check Total	\$7,271.08
		7/13/2015	1080	001-006-518-80-32-00	IT-Fuel	Fuel	\$35.26	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Lake Stevens School District	38783	7/13/2015	1080	001-007-559-30-32-00	PB-Fuel	Fuel	\$180.27	
				001-010-576-80-32-00	PK-Fuel Costs	Fuel	\$91.72	
				101-016-542-30-32-00	ST-Fuel	Fuel	\$937.73	
				410-016-531-10-32-00	SW-Fuel	Fuel	\$937.73	
			1081	001-008-521-20-32-00	LE-Fuel	Fuel May 2015	\$5,088.37	
Lake Stevens Sewer District	38784	Check Total						\$800.00
		7/13/2015	7/2015	001-008-521-50-47-00	LE-Utilities	Sewer - Police Station	\$80.00	
					LE-Utilities	Sewer - N Lakeshore Dr	\$80.00	
				001-010-576-80-47-00	PK-Utilities	Sewer - Lundeen Park	\$160.00	
				001-012-572-20-47-00	CS-Library-Utilities	Sewer - Library	\$80.00	
				001-013-518-20-47-00	GG-Utilities	Sewer - City Hall	\$160.00	
					GG-Utilities	Sewer - Permit Center	\$80.00	
					GG-Utilities	Sewer - Family Center	\$80.00	
101-016-543-50-47-00	ST-Utilities	Sewer - 99th Ave SE Property	\$80.00					
Little Creek Casino Resort	38785	Check Total						\$508.20
		7/13/2015	15990	001-008-521-20-43-00	LE-Travel & Meetings	Hotel - WA Homicide investigations - Wachtveitl	\$84.70	
			15991	001-008-521-20-43-00	LE-Travel & Meetings	Hotel - WA Homicide investigations - Thomas	\$84.70	
			16024	001-008-521-20-43-00	LE-Travel & Meetings	Hotel - WA Homicide investigations - Thomas	\$169.40	
			16025	001-008-521-20-43-00	LE-Travel & Meetings	Hotel - WA Homicide investigations - Wachveitl	\$169.40	
Dan Lorentzen	38786	Check Total						\$64.99
		7/13/2015	6/15 req	001-008-521-20-31-01	LE-Operating Costs	Monitor stand	\$64.99	
Lowe's Companies	38787	Check Total						\$354.04
		7/13/2015	907507	001-012-575-50-31-00	CS-Community Center-Ops	Exit light for community center	\$93.34	
			961151	001-012-575-50-31-00	CS-Community Center-Ops	Faucet for community center restroom	\$124.00	
984731	101-016-542-64-31-00		ST-Traffic Control - Supply	Plants for signs at city entrances	\$136.70			
Marysville Printing	38788	Check Total						\$283.35
		7/13/2015	17986	001-008-521-20-31-00	LE-Office Supplies	Violation/Correction Notice books	\$283.35	
Matt Monahan	38789	Check Total						\$73.14
		7/13/2015	Refund	001-000-345-81-00-00	Zoning and Subdivision Fees	LUA2015-0014 refund remaining balance	\$73.14	
Monroe Correctional Complex	38790	Check Total						\$294.24
		7/13/2015	MCC155.213	001-013-518-20-48-00	GG-Repair & Maintenance	DOC Work Crew	\$76.96	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Monroe Correctional Complex	38790	7/13/2015	MCC155.213	101-016-542-30-48-00	ST-Repair & Maintenance	DOC Work Crew	\$114.63	
				410-016-531-10-48-00	SW-Repairs & Maintenance	DOC Work Crew	\$102.65	
Nationwide Retirement Solution	0						Check Total	\$1,250.00
		7/13/2015	07/01/15	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$1,250.00	
Franklin Nelson	38791						Check Total	\$219.56
		7/13/2015	35718	001-000-101-00-00-00	Cash	Replacement for check 35718	\$7.48	
			38098	001-000-101-00-00-00	Cash	Replacement for check 38098	\$212.08	
Office of The State Treasurer	38792						Check Total	\$8,848.38
		7/13/2015	June 2015	633-007-586-00-00-02	Building - State Bl	June 2015 State Court Fees	\$99.00	
				633-008-586-00-00-03	Public Safety And Ed. 1986	June 2015 State Court Fees	\$4,089.28	
				633-008-586-00-00-04	Public Safety And Education	June 2015 State Court Fees	\$2,477.11	
				633-008-586-00-00-05	Judicial Information System-Ci	June 2015 State Court Fees	\$912.65	
				633-008-586-00-00-08	Trauma Care	June 2015 State Court Fees	\$377.26	
				633-008-586-00-00-09	School Zone Safety	June 2015 State Court Fees	\$118.45	
				633-008-586-00-00-10	Public Safety Ed #3	June 2015 State Court Fees	\$72.73	
				633-008-586-00-00-11	Auto Theft Prevention	June 2015 State Court Fees	\$539.74	
				633-008-586-00-00-12	HWY Safety Act	June 2015 State Court Fees	\$30.89	
				633-008-586-00-00-13	Death Inv Acct	June 2015 State Court Fees	\$19.67	
				633-008-586-00-00-14	WSP Highway Acct	June 2015 State Court Fees	\$111.60	
Partsmaster	38793						Check Total	\$40.21
		7/13/2015	20890163	101-016-544-90-31-02	ST-Operating Cost	Disk Roll and Lock	\$20.11	
				410-016-531-10-31-02	SW-Operating Costs	Disk Roll and Lock	\$20.10	
Perteet Engineering Inc	38794						Check Total	\$23,346.92
		7/13/2015	20110012.010-2	001-007-558-50-41-01	PL-CA-Developer Reimb	Tackitt Property	\$495.41	
			20120176.000-3	301-016-544-40-41-00	Street Op - Planning -Design	20th Street SE Phase II	\$1,563.83	
			20120176.001-1	301-016-544-40-41-00	Street Op - Planning -Design	20th Street SE Phase II	\$21,287.68	
Petty Cash Account	38795						Check Total	\$29.25
		7/13/2015	June 2015	001-007-558-50-42-00	PL-Communication	Postage	\$2.43	
				001-013-518-20-42-00	GG-Communication	Postage	\$16.82	
				101-016-544-90-31-02	ST-Operating Cost	REET Affidavit Fee	\$10.00	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total		
Pitney Bowes	38796	Check Total							\$113.10
		7/13/2015	9619164-JN15	001-013-518-20-45-00	GG-Equipment Rental	Postage machine rental	\$113.10		
Pitney Bowes Inc	38797	Check Total							\$62.65
		7/13/2015	493381	001-013-518-20-31-00	GG-Operating	Postage machine ink rolls	\$62.65		
Port Supply	38798	Check Total							\$108.92
		7/13/2015	9128	001-008-521-20-31-01	LE-Operating Costs	Drop hitch to tow radar trailer	\$108.92		
Powerplan	38799	Check Total							\$808.68
		7/13/2015	2416255	410-016-531-10-48-00	SW-Repairs & Maintenance	Service on PW31	\$755.42		
			9527777	101-016-544-90-31-02	ST-Operating Cost	Filter elements PW31	\$26.63		
			410-016-531-10-31-02	SW-Operating Costs	Filter elements PW31	\$26.63			
Puget Sound Clean Air Agency	38800	Check Total							\$4,110.25
		7/13/2015	15-0575	001-013-553-70-51-00	GG-Air Pollution	2015 Clean Air Assessment	\$4,110.25		
Purchase Power	38738	Check Total							\$821.81
		7/6/2015	06/24/15	001-007-558-50-42-00	PL-Communication	Postage	\$182.00		
				001-013-518-20-42-00	GG-Communication	Postage	\$582.09		
				101-016-543-30-42-00	ST-Communications	Postage	\$28.86		
				410-016-531-10-42-00	SW-Communications	Postage	\$28.86		
Republic Services 197	38801	Check Total							\$744.85
		7/13/2015	1845235	001-010-576-80-31-00	PK-Operating Costs	Dumpster svcs - Lundeen Park	\$246.84		
				001-010-576-80-45-00	PK-Equipment Rental	Dumpster rental - Lundeen Park	\$13.49		
		1845413	101-016-542-30-45-00	ST-Rentals-Leases	Dumpster Rental - City Shop	\$7.82			
			101-016-544-90-31-02	ST-Operating Cost	Dumpster services - City Shop	\$172.76			
			410-016-531-10-31-02	SW-Operating Costs	Dumpster services - City Shop	\$172.75			
			410-016-531-10-45-00	SW-Equipment Rental	Dumpster Rental - City Shop	\$7.82			
			1846098	001-013-518-20-31-00	GG-Operating	Dumpster services - City Hall	\$108.37		
		001-013-518-20-45-00		GG-Equipment Rental	Dumpster rental - City Hall	\$15.00			
		Rescue Towing	38802	Check Total					
7/13/2015	15579			001-008-521-20-31-01	LE-Operating Costs	Towing services case 15-01509	\$304.08		
Robinson Noble	38803	Check Total							\$6,495.57
		7/13/2015	15-485	101-016-595-61-64-41	ST - Cap - Grade Road	Geotechnical engineering svc Grade Road Embankment	\$4,790.53		
			15-486	101-016-542-30-41-02	ST-Professional Service	Geotechnical engineering svc Callow Road	\$1,705.04		



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total		
Safeguard Pest Control Inc	38804							Check Total	\$103.74
		7/13/2015	106180	001-008-521-20-41-00	LE-Professional Services	Pest Control	\$103.74		
Sherwin-Williams Co	38805							Check Total	\$792.07
		7/13/2015	9331-5	101-016-542-64-31-00	ST-Traffic Control - Supply	City sign project - Repainting	\$629.64		
			9383-6	101-016-542-64-31-00	ST-Traffic Control - Supply	City sign project - Repainting	\$4.79		
			9519-5	101-016-542-64-31-00	ST-Traffic Control - Supply	City sign project - Repainting	(\$26.53)		
			9520-3	101-016-542-64-31-00	ST-Traffic Control - Supply	City sign project - Repainting	(\$103.08)		
			9714-2	001-012-569-00-31-00	CS-Aging Services-Supplies	Paint for Senior Center garage	\$229.80		
			9807-4	001-012-569-00-31-00	CS-Aging Services-Supplies	Paint for Senior Center garage	\$57.45		
Sirchie Finger Print	38806							Check Total	\$258.49
		7/13/2015	0211105-IN	001-008-521-20-31-01	LE-Operating Costs	Latex powder free gloves	\$258.49		
Sno Isle Regional Library	38807							Check Total	\$6,714.95
		7/13/2015	06262008-1	001-013-518-20-41-00	GG-Professional Service	Lake Stevens portion of Library Feasibility Study	\$6,714.95		
Snohomish County Cities	38740							Check Total	\$175.00
		7/9/2015	7/16/15	001-001-511-60-43-00	Legislative - Travel & Mtgs	SCC mtg 7/16/2015	\$140.00		
				001-002-513-11-43-00	AD-Travel & Meetings	SCC mtg 7/16/2015	\$35.00		
Snohomish County PUD	38808							Check Total	\$12,652.98
		7/13/2015	107633438	001-010-576-80-47-00	PK-Utilities	203599006	\$110.79		
				101-016-543-50-47-00	ST-Utilities	203599006	\$110.79		
				410-016-531-10-47-00	SW-Utilities	203599006	\$110.80		
			117588481	101-016-542-63-47-00	ST-Lighting - Utilities	201595113	\$306.48		
			130838956	101-016-542-63-47-00	ST-Lighting - Utilities	204719074	\$18.02		
			134127899	001-010-576-80-47-00	PK-Utilities	203531959	\$74.66		
			137339633	101-016-542-63-47-00	ST-Lighting - Utilities	201973682	\$43.12		
			140653843	101-016-542-63-47-00	ST-Lighting - Utilities	202624367	\$9,425.03		
			140653844	101-016-542-63-47-00	ST-Lighting - Utilities	202648101	\$1,011.47		
			140653845	101-016-542-63-47-00	ST-Lighting - Utilities	202670725	\$1,128.33		
			153799204	101-016-542-63-47-00	ST-Lighting - Utilities	202988481	\$313.49		
Snohomish County PW S	38809							Check Total	\$32,605.16
		7/13/2015	I000384136	410-016-531-10-51-00	SW-Customer Billing	2015 Billing Service Fee	\$32,605.16		



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Snohomish County PW V	38810	7/13/2015	1000383972	001-008-521-20-48-00	LE-Repair & Maintenance	Radio and Vehicle repair	\$8,270.25	\$15,317.70
				001-008-521-21-48-00	LE-Boating Repair & Maint	Boat repair	\$1,343.94	
				101-016-542-30-48-00	ST-Repair & Maintenance	Vehicle repair	\$2,200.89	
				101-016-542-64-31-00	ST-Traffic Control - Supply	Sign repair	\$1,301.71	
				410-016-531-10-48-00	SW-Repairs & Maintenance	Vehicle repair	\$2,200.91	
				Check Total				
Snohomish County Sherrifs Office	38811	7/13/2015	2015-2673	001-008-523-60-51-00	LE-Jail	Prisoner Housing May 2015	\$13,765.25	\$14,152.98
			2015-2691	001-008-523-60-51-00	LE-Jail	Prisoner Medical May 2015	\$387.73	
			Check Total					
Snohomish County Treasurer	38812	7/13/2015	June 2015	633-008-586-00-00-01	Crime Victims Compensation	June 2015 Crime Victims Compensation	\$151.02	\$151.02
			Check Total					
Sound Publishing Inc	38813	7/13/2015	EDH637894	101-016-542-30-41-01	ST-Advertising	RFQ-24th St SE Geotechnical service	\$29.36	\$380.84
			EDH638322	001-007-558-50-41-03	PL-Advertising	LUA2015-0050 Steven Human ROW vacation	\$65.48	
			EDH638389	001-007-558-50-41-03	PL-Advertising	LUA2014-0087 Westlake Crossing	\$149.76	
			EDH640122	001-007-558-50-41-03	PL-Advertising	LUA2015-0036 Dunroven Ranch Modifications	\$74.08	
			EDH641533	309-016-595-61-63-01	Sidewalk Construction	North Davies Sidewalk project	\$41.40	
			EDH642351	001-008-521-20-41-03	LE-Advertising	Request for Bid-Conducted Electrical Weapons	\$20.76	
			Check Total					
Standard Insurance Company	0	7/13/2015	07/01/15	001-000-284-00-00-00	Payroll Liability Other	Life/Disability Ins Premiums	\$99.00	\$5,120.35
				001-002-513-11-20-00	AD-Benefits	Life/Disability Ins Premiums	\$65.37	
				001-003-514-20-20-00	CC-Benefits	Life/Disability Ins Premiums	\$101.70	
				001-004-514-23-20-00	FI-Benefits	Life/Disability Ins Premiums	\$115.14	
				001-005-518-10-20-00	HR-Benefits	Life/Disability Ins Premiums	\$70.67	
				001-006-518-80-20-00	IT-Benefits	Life/Disability Ins Premiums	\$135.76	
				001-007-558-50-20-00	PL-Benefits	Life/Disability Ins Premiums	\$317.35	
				001-007-559-30-20-00	PB-Benefits	Life/Disability Ins Premiums	\$229.94	
				001-008-521-20-20-00	LE-Benefits	Life/Disability Ins Premiums	\$2,517.82	
				001-010-576-80-20-00	PK-Benefits	Life/Disability Ins Premiums	\$19.98	
				001-013-518-30-20-00	GG-Benefits	Life/Disability Ins Premiums	\$22.41	
				101-016-542-30-20-00	ST-Benefits	Life/Disability Ins Premiums	\$712.65	
				401-070-535-10-20-00	SE-Benefits	Life/Disability Ins Premiums	\$42.08	



Checks to be Approved for 6/23/2015 to 7/13/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Standard Insurance Company	0	7/13/2015	07/01/15	410-016-531-10-20-00	SW-Benefits	Life/Disability Ins Premiums	\$670.48	
Summit Law Group	38814						Check Total	\$91.50
		7/13/2015	73936	101-016-543-30-41-01	ST-Prof Srv - Legal	Union matters	\$91.50	
Symbol Arts	38815						Check Total	\$570.00
		7/13/2015	0235754-IN	001-008-521-20-26-00	LE-Clothing	Shoulder patches	\$570.00	
Tacoma Screw Products Inc	38816						Check Total	\$173.17
		7/13/2015	30684388	101-016-544-90-31-02	ST-Operating Cost	Binder chain	\$43.02	
				410-016-531-10-31-02	SW-Operating Costs	Binder chain	\$43.01	
			30685606	001-010-576-80-31-00	PK-Operating Costs	Screws/fender washers/toggle anchors	\$12.92	
				101-016-544-90-31-02	ST-Operating Cost	Screws/fender washers/toggle anchors	\$12.93	
				410-016-531-10-31-02	SW-Operating Costs	Screws/fender washers/toggle anchors	\$12.93	
			30687362	101-016-544-90-31-02	ST-Operating Cost	TSP brake and parts cleaner	\$24.18	
				410-016-531-10-31-02	SW-Operating Costs	TSP brake and parts cleaner	\$24.18	
Teamsters Local No 763	38817						Check Total	\$1,012.00
		7/13/2015	07/01/15	001-000-284-00-00-00	Payroll Liability Other	Union Dues	\$1,012.00	
Traffic & Parking Control Co Inc	38818						Check Total	\$2,674.00
		7/13/2015	1493181	101-016-542-64-31-00	ST-Traffic Control - Supply	Delineators/A frames	\$2,674.00	
United Way of Snohomish Co	38819						Check Total	\$161.68
		7/13/2015	07/01/15	001-000-284-00-00-00	Payroll Liability Other	Employee Contributions	\$161.68	
Emily Vandergrift	38820						Check Total	\$20.00
		7/13/2015	33891	001-000-101-00-00-00	Cash	Replacement for check 33891	\$20.00	
Vans Equipment Co	38821						Check Total	\$5,571.48
		7/13/2015	29797	530-016-594-48-60-00	Purchase Of Capital Equipment	Okada Compactor Tag 706	\$5,370.75	
			29798	530-016-594-48-60-00	Purchase Of Capital Equipment	Okada Compactor Adapter Tag 706	\$200.73	
Verizon Northwest	38822						Check Total	\$2,222.47
		7/13/2015	9747854041	001-001-513-10-42-00	Executive - Communication	Wireless phone services	\$82.48	
				001-002-513-11-42-00	AD-Communications	Wireless phone services	\$82.48	
				001-005-518-10-42-00	HR-Communications	Wireless phone services	\$52.46	
				001-006-518-80-42-00	IT-Communications	Wireless phone services	\$124.92	
				001-007-558-50-42-00	PL-Communication	Wireless phone services	\$1.83	



Checks to be Approved for 6/23/2015 to 7/13/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Verizon Northwest	38822	7/13/2015	9747854041	001-007-559-30-42-00	PB-Communication	Wireless phone services	\$105.86	
				001-008-521-20-42-00	LE-Communication	Wireless phone services	\$1,365.79	
				001-010-576-80-42-00	PK-Communication	Wireless phone services	\$135.55	
				101-016-543-30-42-00	ST-Communications	Wireless phone services	\$135.55	
				410-016-531-10-42-00	SW-Communications	Wireless phone services	\$135.55	
Washington Dept of Ecology	38741						Check Total	\$49.00
		7/9/2015	2014 600589299	410-016-531-10-49-00	SW-Miscellaneous	Hazardous Waste Generation Fee	\$49.00	
Washington State Criminal Justice	38823						Check Total	\$3,063.00
		7/13/2015	20115336	001-008-521-40-49-01	LE-Staff Development	Basic LE Academy 720 - Shein	\$3,063.00	
Washington State Dept of Enterprise Svcs	38824						Check Total	\$136.05
		7/13/2015	73136100	001-008-521-20-31-00	LE-Office Supplies	Business cards - Shein	\$45.35	
			73136101	001-008-521-20-31-00	LE-Office Supplies	Business cards - Lorentzen	\$45.35	
			73136102	001-008-521-20-31-00	LE-Office Supplies	Business cards - Ubert	\$45.35	
Washington State Support Registry	0						Check Total	\$657.46
		7/13/2015	07/01/15	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$657.46	
Washington Teamsters Welfare Trust	38742						Check Total	\$1,599.40
		7/9/2015	07/01/15	001-000-283-00-00-00	Payroll Liability Medical	Teamsters Dental Ins Premiums	\$1,599.40	
WDH Black Rock	38825						Check Total	\$1,058.32
		7/13/2015	34308	510-006-518-80-31-00	Purchase Computer Equipment	Fiber instalation for New World Connection	\$402.16	
			34596	510-006-518-80-31-00	Purchase Computer Equipment	Fiber lease for New World Connection	\$656.16	
Zachor and Thomas Inc PS	38826						Check Total	\$8,923.20
		7/13/2015	646	001-011-515-30-41-01	PG-Prosecutor Fees	Prosecutor services June 2015	\$8,923.20	
Total							\$440,195.90	

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

Monday, June 22, 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 Vern Little

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

COUNCILMEMBERS ABSENT: John Spencer

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 and City Attorney Cheryl Beyer

OTHERS:

Excused Absence. Motion by Councilmember Low, second by Councilmember Daughtry to excuse Councilmember Spencer from the meeting. On vote the motion carried (6-0-0-1).

Guest Business. None.

City Department Report. Mayor Little introduced the new City Department report and invited Councilmembers to call staff directly with any questions they may have.

Mayor Little said that Item D on the agenda will be the action taken after the Executive Session and is correctly titled "Wetland Delineation for Grade Road". He also advised that because Planning and Community Director Rebecca Ableman McCrary is absent from the meeting that Senior Planner Russ Wright will present Action Item C, Approve Resolution 2015-11 Establishing a Schedule for Comprehensive Plan Update, and Public Works Director Mick Monken will present Action Item D, Approve Pertteet Contract Expenditure for Wetland Delineation for Grade Road, and also Discussion Item A, Steven Human Request for Right of Way Vacation.

Consent Agenda.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Holder, to approve (A) 2015 Vouchers [Payroll Direct Deposits of \$148,689.68, Payroll Check Nos. 38670-38671 totaling \$4,258.59, Tax Deposits of \$61,838.90, Electronic Funds Transfers (ACH) of \$5,247.12, Claims Check Nos. 38672-38735 totaling \$243,717.62, Void Check Nos. 36612, 37450 totaling \$84.77; Total Vouchers Approved: \$463,667.14]; and (B) June 8, 2015 City Council Regular Meeting Minutes. On vote the motion carried unanimously (6-0-0-1).

Public Meeting re Plat of Bayview Final Approval: Associate Planner Stacie Pratschner presented the Staff report and said that LSMC §14.18.035(a) requires the City Council to hold a public meeting to approve final plats and accept right of way dedications by motion and that

tonight's requested action is to approve the final plat of Bayview. She reviewed the plat and recommended that Council approve the final plat and also accept the ten foot right of way dedication on 79th Avenue SE. She then responded to Councilmembers' questions.

MOTION: Councilmember Tageant moved, Councilmember Welch seconded, to approve the public meeting held pursuant to LSMC 14.18.03.035(a) and approve the Bayview at Lake Stevens final Plat (LUA2015-0048) and accept the right of way dedication. On vote the motion carried unanimously (6-0-0-1).

Action Items:

Appointment of New Planning Commissioner: Mayor Little recommended that Vicki Oslund be appointed to the Planning Commission to fill the recently vacated position, with her term expiring December 31, 2017.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Low, to appoint Vicki Oslund to the Planning Commission, with her term expiring December 31, 2017. On vote motion carried (6-0-0-1).

Interlocal Agreement for the Snohomish Regional Drug & Gang Task Force: Police Chief Dan Lorentzen presented the Staff report and said that Lake Stevens has participated in this ILA to the City's benefit for a number of years. He then responded to Councilmembers' questions.

MOTION: Councilmember Holder moved, Councilmember Tageant seconded, to approve and authorize the Mayor to sign the Snohomish Regional Drug & Gang Task Force Interlocal Agreement. On vote the motion carried (6-0-0-1).

Approve Resolution 2015-11 Establishing Schedule for Comprehensive Plan Update:

Senior Planner Russ Wright presented the Staff report and said that this year's comprehensive plan update is a requirement under the Growth Management Act. The City, like many jurisdictions will not meet the June 30 deadline, and this resolution establishes a time schedule for adoption of the Comprehensive Plan Update. Mr. Wright also noted that in Exhibit A to the resolution, the date for issuance of the SEPA addendum should be changed to June 26 due to Director Ableman McCrary not being able to sign the document by the original designated date. He then responded to Councilmembers' questions.

MOTION: Councilmember Quigley moved, Councilmember Welch seconded, to adopt Resolution 2015-11 establishing an adoption schedule for the 2015 Comprehensive Plan Update. On vote the motion carried unanimously (6-0-0-1).

Discussion Items:

Steven Human Request for Right of Way Vacation: Public Works Director Mick Monken reviewed the Staff report and said the request is to vacate a portion of Spruce Road adjacent to Mr. Human's property. He said this will be brought forward for a public hearing at the July 13, 2015 Council meeting. He then responded to Councilmembers' questions.

Budget Amendment No. 3 – Ordinance 935: Finance Director Barb Stevens reviewed the proposed amendment and responded to Councilmembers' questions. Council requested this budget amendment be brought forward for a vote on the consent agenda at the July 13, 2015 Council meeting.

Introduction of Personnel Rules and Policies / Lexipol: Human Resources Director Steve Edin distributed the draft Personnel Rules and Policies. Director Edin explained that the Personnel Rules and Policies have not been updated for several years, and as a result there are many revisions included in the draft. Chief Lorentzen introduced personnel policies included in Chapter 10 of Lexipol. With the approval of Chapter 10, police personnel policies will coincide with the City's personnel rules and policies where they are not regulated by the collective bargaining agreement. Director Edin and Chief Lorentzen then responded to Councilmembers' questions. They anticipate bringing the Personnel Policies and Rules/Lexipol forward to Council for a vote at the July 13, 2015 Council meeting.

Council Person's Business: None.

Mayor's Business: AWC Conference.

Execute Session: Mayor Little announced an executive session for fifteen minutes to discuss a potential property sale beginning at 7:35 p.m. and ending at 7:50 p.m., with potential action to follow.

The regular City Council meeting reconvened at 7:50 p.m.

Approve Perteet Contract Expenditure for Wetland Vacation: Mayor Little said discussions were had regarding the wetland delineation on the Grade Road Property.

MOTION: Councilmember Holder moved, Councilmember Welch seconded, to authorize the Mayor to enter into a contract with Perteet for an expenditure not to exceed \$21,046 to complete wetland delineation including field flagging on the City's Grade Road property. On vote the motion carried unanimously (6-0-0-1).

Adjourn.

Moved by Councilmember Daughtry, seconded by Councilmember Welch to adjourn the meeting at 7:52 p.m.

Vern Little, Mayor

Barb Stevens, City Clerk



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: July 13, 2015

Subject: Bayview at Lake Stevens Final Plat Right-of-Way Dedication (LUA2015-0048)

Contact Person/Department: Russ Wright for Stacie J. Pratschner **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Accept the Bayview at Lake Stevens Final Plat (LUA2015-0048) right of way dedication by consent.

SUMMARY: City Council acceptance of the 10 foot Right-of-Way dedication on 79th Avenue SE for the final plat approval of Bayview at Lake Stevens – a subdivision of a 4.67 acre lot into 18 single-family lots in the Urban Residential Zone.

BACKGROUND: Final Plats are Type V Quasi-Judicial decisions per Table 14.16A-I. City Council accepts final plats, following a public meeting, when the subdivision’s proponent has met municipal requirements for preliminary plats (Chapter 14.18 LSMC), completed applicable conditions of approval and met the requirements of Chapter 58.17 RCW.

A public meeting was held on June 22nd, 2015 and City Council approved the final plat by motion. The acceptance of the ROW dedication was not included in the adopting motion. The plat has been recorded with the Snohomish County Assessor. Based on comments from the City Attorney, for “house cleaning” purposes, staff is requesting that City Council formally approve and accept the ROW dedication by consent.

APPLICABLE CITY POLICIES: Chapter 14.18 LSMC - Subdivisions, Boundary Line Adjustments and Binding Site Plans and Chapter 14.16B LSMC

BUDGET IMPACT: None at the time of acceptance of the ROW dedication.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: July 13, 2015

Subject: Professional Services Agreement for Tow Services

Contact
Person/Department: Dan Lorentzen, Police Chief

Budget
Impact: Unknown

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Authorize the Mayor to enter into a Professional Services Contract with Dick’s Towing for towing of City-owned vehicles and evidence vehicles.**

SUMMARY/BACKGROUND: In February 2015 the City went out to bid for tow services for the towing of City-owned vehicles and evidence vehicles. The City received one response to the bid request, which was above the estimated budget. Subsequent to that response being received the City learned that Snohomish County previously went out to bid for towing services and that the contract was awarded to Dick’s Towing. The Dicks Towing contract was awarded by the County at a very competitive rate, and under the City’s estimated budget.

At the April 13, 2015 Council meeting the Council authorized the Mayor to enter into a Cooperative Purchasing Agreement with Snohomish County; by doing so this allows the City to “piggyback” onto the County’s contract with Dick’s Towing for towing services. Dick’s Towing was contacted and agreed to honor the rates under its contract with Snohomish County.

While there is a cost inherent in the PSA with Dick’s, there is no way to estimate the total cost as it is unknown how many tows will be requested. In previous years the City estimates that approximately 17 City-owned vehicles, including 2 Class C vehicles were towed annually, and that approximately 8 evidence vehicles were towed. If that number of tows is requested in 2015, the cost would be \$3,195.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: **Unknown**

ATTACHMENTS:

- ▶ Exhibit 1: Professional Services Agreement with Dick’s Towing, Inc.

Exhibit 1

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS AND DICK'S TOWING, INC. FOR CONTRACT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and Dick's Towing, Inc., a Washington corporation ("Contractor").

WHEREAS, the City and Snohomish County have entered into an Interlocal Agreement for Cooperative Purchasing; and

WHEREAS, Snohomish County awarded bid # 008-14 on June 12, 2014,

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with non-exclusive Contractor services regarding Towing and Related Services as requested and as described in Article II. The general terms and conditions of the relationship between the City and the Contractor are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONTRACTOR

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

Extra Work. The City may desire to have the Contractor perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be

considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Contractor at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

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

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

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

III.3 TERM. The term of this Agreement shall commence on _____, 2015 and shall terminate at midnight, September 25, 2018. The parties may extend the term of this Agreement in one year increments by automatic renewal or by written mutual agreement.

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

III.5 EMPLOYMENT.

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

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

c. Contractor represents, unless otherwise indicated below, that all employees of Contractor that will provide any of the work under this Agreement have not ever been

retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

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

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

In the event the Contractor indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Contractor hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Contractor affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Contractor, and such retiree shall provide City with all information required by City to report the employment with Contractor to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

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

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

c. The provisions of this section shall survive the expiration or termination of this agreement.

d. For the purposes of the indemnity contained in subpart “A” of this paragraph 3.6, Contractor hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this

indemnification. This waiver has been mutually negotiated by the parties.

_____(initials) _____(initials)

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Contractor shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation.

b. **Minimum Scope of Insurance - Contractor shall obtain insurance of the types described below:**

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- (2). Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. 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.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Contractor's profession.

c. **The minimum insurance limits shall be as follows:**

- (1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate.
- (2) Automobile Liability. \$1,000,000 combined single limit per

accident for bodily injury and property damage. (This insurance requirement is in addition to the requirements of RCW 46.55.030 for certification and operator registration under state law.)

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

d. **Notice of Cancellation.** 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.

e. **Acceptability of Insurers.** Insurance to be provided by Contractor shall be with a current A.M. Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

f. **Verification of Coverage.** In signing this agreement, the Contractor is acknowledging and representing that required insurance is active and current. 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 insurance requirements of the Contractor before commencement of the work. Further, throughout the term of this Agreement, the Contractor shall provide the City with proof of insurance upon request by the City.

g. **Insurance shall be Primary.** The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

h. **No Limitation.** Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Contractor agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Contractor further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Contractor will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

III.14 SUBCONTRACTORS.

a. The Contractor is responsible for all work performed by subcontractors pursuant to the terms of this Agreement.

b. The Contractor must verify that any subcontractors it directly hires meets the responsibility criteria for the project. Verification that a subcontractor has proper license and bonding, if required by statute, must be included in the verification process. The Contractor may use the following subcontractors from time to time:

Dicks of Marysville,
DTI in Marysville, and/or
DTI in Everett

c. The Contractor may not substitute or add subcontractors without the written approval of the City.

d. All subcontractors shall have the same insurance coverages and limits as set forth in this Agreement, a Lake Stevens business license, and the Contractor shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PRICING AND PAYMENTS.

a. Pricing will be as set forth in the attached Exhibit B.

b. The Contractor shall be paid by the City for services rendered under this Agreement as described in Exhibit A, Scope of Services and as provided in this section. Contractor shall only be paid for the units towed per the unit price in Exhibit B Pricing on an as needed basis. There is no minimum contract amount owed to Contractor. In no event shall the compensation paid to Contractor under this Agreement exceed the rates as set forth in Exhibit B, Pricing without the written agreement of the Contractor and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Contractor a mutually agreed amount.

b. The Contractor shall submit a detailed monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. Invoices shall include all routine information, including the time dispatched, location, time arrived at scene, time departed from scene, and time arrived at impound/drop off location.

c. The City will pay timely submitted and approved invoices within thirty (30) days of receipt.

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS/PUBLIC RECORDS.

a. The Contractor shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Contractor shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. Public Record

The parties agree that the Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Contractor with a copy of the Records Request and the Contractor shall provide copies of any City records in Contractor's possession, necessary to fulfill that

Public Records Request. If the Public Records Request is large the Contractor will provide the City with an estimate of reasonable time needed to fulfill the records request.

If a public records request is made the City may or may not choose to give the Contractor third party notice under RCW 42.56 for the Contractor to decide whether to file for a court action to prevent or limit the disclosure of the records.

ARTICLE V. GENERAL

V.1 NOTICES. Notices to the City shall be sent to the following address:

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

Notices to the Contractor shall be sent to the following address:

Dick's Towing, Inc.
Attn: Todd Peterson, Vice President
3516 Paine Avenue
Everett, WA 98201

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

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

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

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

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

V.5 SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this

Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

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

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

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

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

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

V.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

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

DATED this _____ day of _____, 2015.

CITY OF LAKE STEVENS

DICK'S TOWING, INC.

By: _____
Vern Little, Mayor

By: _____
Todd Peterson, Vice President

Approved as to Form:

Grant K. Weed, City Attorney

Exhibit A Scope of Services

Contractor will abide by RCW 46.55.070 and RCW 46.55.080 with respect to regulations for impounding unauthorized vehicles.

Contractor will provide towing services for the City of Lake Stevens and for the entire Snohomish County area and to its borders.

Contractor shall possess all applicable state and local licenses and permits, be registered with Washington State, and comply with RCW 46.55 as presently written or amended at any time hereafter.

Provide non-exclusive vehicle towing, and other related services for vehicles requested to be towed by the City of Lake Stevens and Lake Stevens Police Department (“LSPD”). The services include, but are not limited to:

- Towing police and City vehicles to designated sites on an “as-needed” basis and available 365 days per year, 24 hours per day, Contractor will maintain full dispatch services for the time period;
- Towing evidence vehicles to evidence yard on an “as-needed” basis and available 365 days per year, 24 hours per day, Contractor will maintain full dispatch services for the time period;
- Response time shall be from the time the call is received at the tow company dispatch to the time the tow vehicle arrives at the scene. Immediate response, within thirty minutes, is expected. The maximum response time shall not exceed 1.5 hours except in cases involving extreme weather conditions
- Timely response to multiple, close-in-time or simultaneous requests for services in a professional and courteous manner;
- Compliance with all local and state laws and regulations.

Contractor shall have the appropriate class of tow truck capabilities as defined in Chapter 204-91A WAC for the equipment being towed, and as set forth in Exhibit B to this Professional Services Agreement. Towing will mean the use of hook, dolly, flat bed or any means necessary to provide safe transport of vehicle at quoted rate. Vehicles will be towed with appropriate equipment and care will be taken to prevent damage to the vehicles.

Evidence vehicles usually require more care and caution in handling due to the need to “preserve the crime scene”. Contractor will follow any specific handling instructions for each evidence tow, which instructions will be given at the time that the services are required. Upon arriving at the site of an evidence tow, Contractor shall seek instructions from the officer in charge. It is **estimated** that the average time for an evidence tow is one to one and a half hours from the time Contractor tow company arrives at the scene to delivery of vehicle at the impound site. This

estimate is for informational purposes only and is not a guarantee of the length of time required by the Contractor.

The City reserves the right to utilize services on the open market should the Contractor be unable to routinely supply services as required in this document. In addition, the City may, at its option, bill the Contractor the difference between the proposal price and the open market cost or to pursue any legal remedies necessary.

When vehicles are taken to an impound location the Contractor will insure that the location of the impound vehicles is not revealed and that all conversations, radio or in person, or actions resulting from this Professional Services Agreement are confidential. **Release of information emanating from the services provided in this Professional Services Agreement without the consent of the City shall be grounds for termination. The Contractor shall insure that all of his/her employees understand and abide by this requirement.**

The City realizes the Contractor's time is important and valuable and has instructed personnel to call for services when they are finished with their investigation. However, from time to time and especially in the case of evidence vehicles, it may be necessary for the City to request the Contractor's operator discontinue a tow that has already been started. This shall be known as *City Requested Downtime* (CRD). In the event of CRD, the City officer/employee shall indicate the following information on the Contractor's invoice/charge slip: (1) the time asked to stop; (2) the time asked to continue; and (3) his/her initials. Rates for CRD are indicated in Exhibit B.

The Contractor shall submit invoices (charge slip) to the City with all routine information, including the time dispatched, location, time arrived at the scene, time departed from scene, and time arrived at impound/drop off location.

The Professional Services Agreement to which this Scope of Service is attached is an integral part of the City's public safety response and specifically may include any or all types of the following services:

- a) Towing and mobilizing of City-owned vehicles of all types pursuant to and consistent with the requirements of any applicable laws or contracts; and
- b) Towing of vehicles that may be connected to crimes to the City's secure storage to be held for evidence and/or investigation purposes.

**Exhibit B
 Pricing**

SCHEDULE I			
Item No.	Estimated Quantity	Description	Unit Price
1.	15 / year	City-owned vehicles	\$105.00
2.	8 / year	Evidence vehicles	\$115.00

SCHEDULE II			
Item No.	Estimated Quantity	Description	Unit Price
1.	2 / year	Class C Vehicles	\$350.00

Additional Information:

Size & Class of Vehicles & Trucks

Class A – estimated number of vehicles: 28
 Class B – estimated number of trucks 3
 Class C – estimated number of trucks: 10
 Class E – estimated number of flatbed trucks: 18

Secured Inside Storage

Impound/Secured Storage

Locations: 12301 N. Lakeshore Drive
 Lake Stevens, WA 98258 OR
 2306 131st Drive NE
 Lake Stevens, WA 98258

City-Owned Vehicles:

Class A Location: Snohomish County Everett Shop
 3402 McDougall Avenue
 Everett, WA 98201
 Class C Location: Snohomish County District II Shop
 Cathcart Operations Center
 8915 Cathcart Way
 Snohomish, WA 98290

City Requested Downtime (CRD) (Class C): Cost per 15 minute increment: \$43.75

City Requested Downtime (CRD) (Class A, B & E): Cost per 15 minute increment: \$31.25

Contract price shall include the cost per tow for any tow occurring within Snohomish County boundaries.

Any tow originating outside of boundaries of Snohomish County would be at an hourly price per the CRD time rate per fifteen minutes of time outside of Snohomish County, on top of bid price.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: July 13, 2015

Subject: 2015 Budget Amendment #3

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Ordinance No. 935 Amending Budget Ordinance No. 925

SUMMARY/BACKGROUND:

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

The only change made since presented to Council on June 22nd was to correct the revenue amount received through State grant.

General Fund - 001

The increase in revenues includes an approved boating safety grant in the amount of \$**15,320**. We have received these grants consistently in the past years, yet we wait to budget the funds and related expenditures until approved with a final dollar amount. The additional \$186 is related to Vessel Registration Fees (VRF) which are State revenues remitted to the City through the County. These receipts were slightly more than budgeted.

The increased expenditures include corresponding boating related budget items in the amount of \$20,535. In addition, a decrease in the amount of \$6,000 is included for proposed staffing changes. The change in ending fund balance reflects these changes.

In addition to the above listed amendments, changes to budgeted staff positions are recommended.

Planning & Community Development

- Rearrange Supervision: 1 Permit Specialists currently being supervised by the Building Official will move under the supervision of Senior Planning Lead
- Eliminate: 1 Senior Planner position
- Add: 1 Associate Planner position

Early this year, one of the two authorized Senior Planner positions became vacant. This position has been difficult to fill due to the level of experience and knowledge required of the position compared to the experience levels of those in the candidate pool. Through additional review of department requirements, the Planning Director has recommended the changes indicated above.

The salary and benefits related to these positions are budgeted within the General Fund. The 2015 net change resulting from this staffing amendment is decrease in expenditures of approximately \$6,000.

APPLICABLE CITY POLICIES:

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

BUDGET IMPACT:

The budget ordinance will amend the beginning and ending balances, and revenues and expenditures in the funds set forth in the ordinance and the staffing positions as outlined in the Organizational Chart.

ATTACHMENTS:

- ▶ Ordinance 935
- ▶ Amended Organizational Chart

**CITY OF LAKE STEVENS
 LAKE STEVENS, WASHINGTON
 ORDINANCE NO. 935**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE 2015 BUDGET AS SET FORTH IN ORDINANCE NO. 925 CONCERNING FUND BALANCES AND EXPENDITURES FOR VARIOUS FUND BALANCES FOR THE YEAR 2015.

WHEREAS, the City of Lake Stevens adopted the 2015 budget pursuant to Ordinance No. 925; and

WHEREAS, the City of Lake Stevens will incur expenditures in categories and amounts other than anticipated in the adopted 2015 budget; and

WHEREAS, pursuant to RCW 36.70A.130(2)(a)(iv) the City intends to adopt the Lake Stevens School District Capital Facilities Plan concurrently with the adoption of this budget amending ordinance;

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

SECTION 1. The 2015 budget, as adopted in Ordinance No. 925, is hereby amended as follows:

<i>Fund</i>	<i>Description</i>	<i>Current Budget</i>	<i>Amended Budget</i>	<i>Amount of Inc/(Dec)</i>	<i>ExpRev</i>
001 - General	Revenues	\$9,236,214	\$9,251,720	\$15,506	Rev.
001 - General	Expenditures	\$9,577,723	\$9,592,258	\$14,535	Exp.
001 - General	Ending Fund Balance	\$6,752,298	\$6,753,269	\$971	EndBal.

SECTION 2. Except as set forth above, all other provisions of Ordinance 925 shall remain in full force, unchanged.

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

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

 Vern Little, Mayor

ATTEST/AUTHENTICATION:

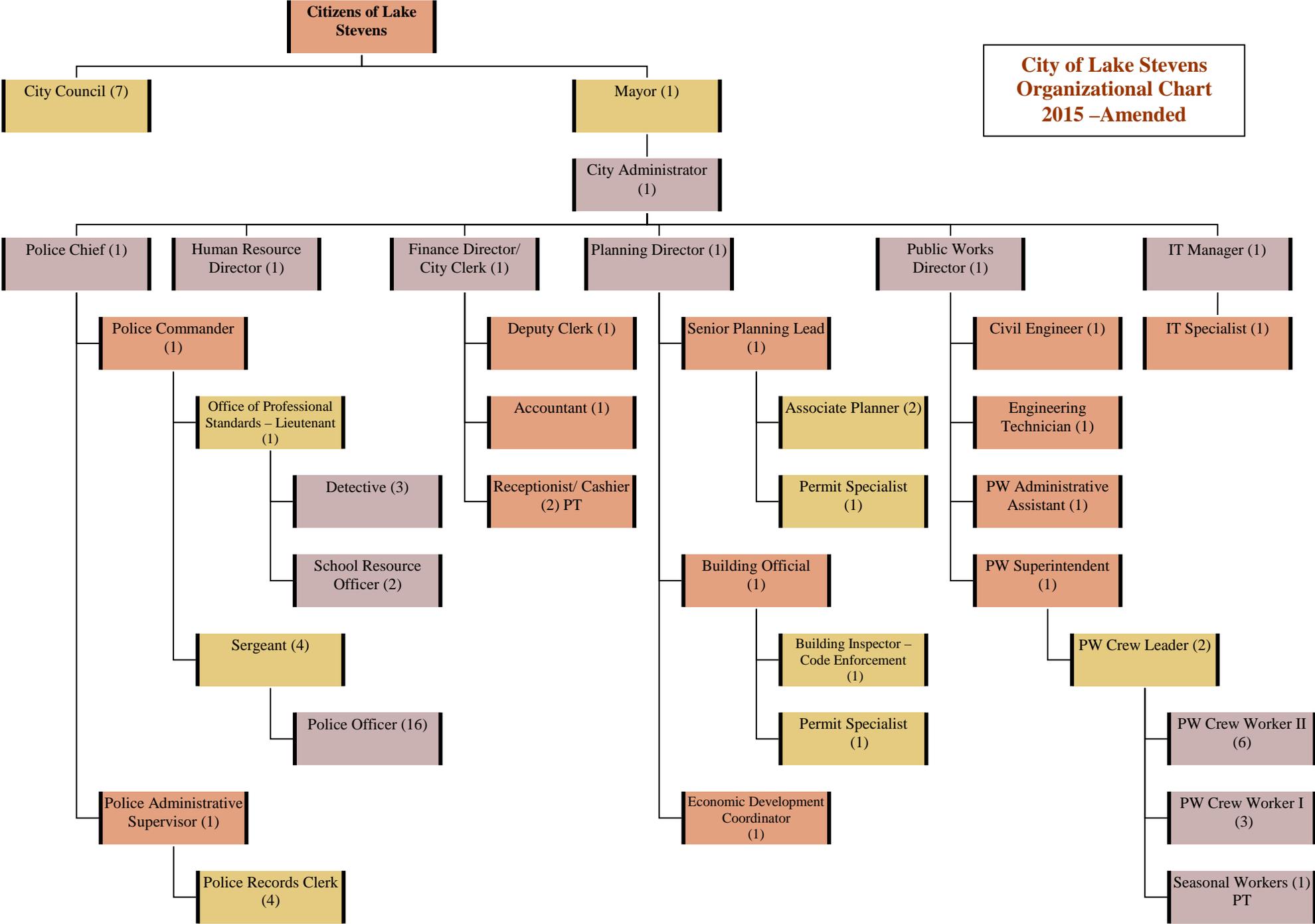
 Barb Stevens, Finance Director/City Clerk

APPROVED AS TO FORM:

 Grant Weed, City Attorney

Presented: June 22, 2015
 Final Reading: July 13, 2015
 Published:
 Effective:

**City of Lake Stevens
Organizational Chart
2015 –Amended**



**Office of the Mayor
Vern Little**



Memorandum

Date: July 13, 2015

To: Lake Stevens Council Members

From:  Mayor Vern Little

RE: Re-appointment of Mr. Jim Palmer as a Civil Service Commissioner

Mr. Jim Palmer's appointment as a Civil Service Commission expired on July 1, 2015 and was the only person to apply for his vacant position. Mr. Palmer has lived in the City for 7+ years. He has an extensive background in law enforcement as a past Police Chief for the Town of Mabton, a retired Police Officer from the City of Brier and a Records Clerk for the County. Mr. Palmer clearly demonstrates a strong interest in continuing his service to the Lake Stevens Community, and has a good working knowledge of the Civil Service process. It is my recommendation that the Lake Stevens City Council confirm my re-appointment of Mr. Palmer as a Civil Service Commissioner for another term. Mr. Palmer's volunteer application is available at City Hall, if any Council Member should wish to review it.

Thank you for your consideration.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: July 13, 2015

Subject: 2015 Revised Personnel Policies and Procedures

Contact Person/Department: Steve Edin/Human Resources;
Chief Dan Lorentzen/Police Dept **Budget Impact:** None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Approve Resolution 2015-07, Adopting and Approving Personnel Rules and Policies, Superseding Resolution No. 1995-6 and the Personnel Policies included within Chapter 10 of the Lake Stevens Police Department Policy Manual.**

SUMMARY/BACKGROUND:

Lake Stevens Municipal Code Section 2.76.030 states that Personnel **policies** shall be proposed by the Mayor or City Administrator and approved by City Council.

The City of Lake Stevens' Personnel Rules and Policies have not been updated since 2004. Since that time, many state and federal labor laws have changed requiring the City to conduct an extensive review and update to this document. During the review of this document, input was gathered from City department heads, the City Administrator, Teamsters Union Business Representative, and the Lake Stevens Police Guild President with a final legal review done by Washington Cities Insurance Authority attorneys. A three page summary showing all proposed changes along with draft copies of the Personnel Policies and Procedures were given out at the June 22, 2015 City Council meeting.

Lake Stevens Police Department Policy Manual

The police department has updated its policies to reflect the current professional standards. As part of this update, we have worked with the Human Resource Department and the Police Guild to ensure they are consistent with city policies and the Collective Bargaining Agreement where applicable.

The attached proposed Lexipol Policy revisions were created from input received from the June 22nd meeting.

The attached Resolution has been revised to include adoption of the Lake Stevens Police Department Policy Manual Chapter 10 Policies 1000 – 1031, with the exception of Policy 1001 – Employee Evaluation which has been excluded from the Resolution at this time due to the need for additional review and discussion.

APPLICABLE CITY POLICIES: City of Lake Stevens Municipal Code Section 2.76.030 Additional Employee Benefits and Policies, Lake Stevens Police Department Policy Manual (Lexipol)

BUDGET IMPACT: None

ATTACHMENTS:

- ▶ Attachment A: Resolution No. 2015-07
- ▶ Attachment B: Lake Stevens Police Department Policy Manual Chapter 10 - Redline Revised Policies

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

RESOLUTION NO. 2015-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON
ADOPTING AND APPROVING PERSONNEL RULES AND POLICIES FOR CITY OF LAKE STEVENS
EMPLOYEES, SUPERSEDING RESOLUTION NO. 1995-6 IN ITS ENTIRETY, PASSED AND
APPROVED ON THE 12th DAY OF JUNE 1995.**

WHEREAS, pursuant to resolution No. 1995-6, the City adopted personnel policies and procedures which establish vacation, holiday, sick leave and other benefits for City employees per Lake Stevens Municipal Code Chapter 2.76; and

WHEREAS, said Policies and Procedures require updating and supplementation from time to time to keep current with changes in the law and changes City operations and practices; and

WHEREAS, City personnel policies and procedures should be implemented to address matters in addition to employee benefits; and

WHEREAS, City personnel policies and procedures may be proposed by the Mayor or City Administrator and approved by the City Council as the official policy of the City pursuant to LSMC 2.76.030; and

WHEREAS, Personnel procedures designed to implement personnel policies shall be approved by the Mayor, or City Administrator pursuant to the executive authority provided by the Mayor pursuant to RCW 35A.12.100; and

WHEREAS, Personnel policies and procedures shall apply to all City Employees unless preempted by a collective bargaining agreement with the City, or in the case of the Police Department, Lexipol policy and/or civil service rules;

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

Section 1: The Personnel Rules and Policies dated June 22, 2015 attached hereto as Exhibit A, and the Lake Stevens Police Department Policy Manual Chapter 10 Policies 1000 – 1031, with the exception of Policy 1001 – Employee Evaluation, attached hereto as Exhibit B are incorporated by this reference and are hereby adopted as the official Personnel Rules and Policies of the City of Lake Stevens.

Section 2: The Mayor and City Administrator are hereby authorized and directed to execute, implement and apply said Policies and Procedures in their official capacity as provided by law and the official act and deed of the City of Lake Stevens, Washington.

Section 3: Resolution 1995-6 and all prior Personnel Policies and Procedures are hereby superseded and replaced by this Resolution.

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

CITY OF LAKE STEVENS

Vern Little, Mayor

ATTEST:

Barbara Stevens, Finance Director/City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

Recruitment and Selection

1000.1 POLICY

In accordance with applicable federal, state and local law, the Lake Stevens Police Department provides equal opportunities for applicants and employees, regardless of race, gender expression, age, pregnancy, religion, creed, color, national origin, ancestry, physical or mental handicap, genetic information, veteran status, marital status, sex or any other protected class or status. The Department does not show partiality or grant any special status to any applicant, employee or group of employees unless otherwise required by law.

The Department will recruit and hire only those individuals who demonstrate a commitment to service and who possess the traits and characteristics that reflect personal integrity and high ethical standards.

1000.2 RECRUITMENT

The Department ~~should~~ **will** employ a comprehensive recruitment and selection strategy to recruit and select employees from a qualified and diverse pool of candidates.

The strategy includes:

- (a) Identification of racially and culturally diverse target markets.
- (b) Use of marketing strategies to target diverse applicant pools.
- (c) Expanded use of technology and maintenance of a strong Internet presence. This may include an interactive department website and the use of department-managed social networking sites, if resources permit.
- (d) Expanded outreach through partnerships with media, community groups, citizen academies, local colleges, universities and the military.
- (e) Employee referral and recruitment incentive programs.
- (f) Consideration of shared or collaborative regional testing processes.

The Department shall avoid advertising, recruiting and screening practices that tend to stereotype, focus on homogeneous applicant pools or screen applicants in a discriminatory manner.

The Department should strive to facilitate and expedite the screening and testing process, and should periodically inform each candidate of his/her status in the recruiting process.

1000.3 SELECTION AND PROCESS

The Department shall actively strive to identify a diverse group of candidates that have in some manner distinguished themselves as being outstanding prospects. ~~Minimally, the~~ **The** Department ~~should~~ **shall** employ a comprehensive screening, background investigation and selection process that assesses cognitive and physical abilities and includes review and verification of the following:

- (a) A comprehensive application for employment (including previous employment, references, current and prior addresses, education, military record)

Lake Stevens Police Department

Policy Manual

Recruitment and Selection

- (b) Driving record
- (c) Reference checks
- (d) Citizenship verification, including U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form I-9 and acceptable identity and employment authorization documents (obtained after a final offer of employment)
- (e) Information obtained from public Internet sites
- (f) Financial history consistent with the Fair Credit Reporting Act (FCRA) (15 USC § 1681 et seq.)
- (g) Local, state and federal criminal history record checks
- (h) Polygraph or computer voice stress analyzer (CVSA) examination (when legally permissible) (RCW 43.101.095; WAC 139-07-040)
- (i) Medical and psychological examination (may only be given after a conditional offer of employment)
- (j) Review board or selection committee assessment

1000.4 PURPOSE AND SCOPE

This policy provides a framework for employee recruiting efforts and identifying job-related standards for the selection process. This policy supplements the rules that govern employment practices for the Lake Stevens Police Department and that are promulgated and maintained by the Department of Human Resources, and Lake Stevens Civil Service Commission

1000.5 BACKGROUND INVESTIGATION

Every candidate shall undergo a thorough background investigation to verify his/her personal integrity and high ethical standards, and to identify any past behavior that may be indicative of the candidate's unsuitability to perform duties relevant to the operation of the Lake Stevens Police Department (RCW 43.101.095).

1000.5.1 NOTICES

Background investigators shall ensure that investigations are conducted and notices provided in accordance with the requirements of the FCRA (15 USC § 1681d; 16 CFR 600 et seq.).

1000.5.2 REVIEW OF SOCIAL MEDIA SITES

Due to the potential for accessing unsubstantiated, private or protected information, the Department shall not require candidates to provide passwords, account information or access to password-protected social media accounts (RCW 49.44.200).

The Department should consider utilizing the services of an appropriately trained and experienced third party to conduct open source, Internet-based searches and/or review information from social media sites to ensure that:

- (a) The legal rights of candidates are protected.
- (b) Material and information to be considered are verified, accurate and validated.

Lake Stevens Police Department

Policy Manual

Recruitment and Selection

- (c) The Department fully complies with applicable privacy protections and local, state and federal law.

Regardless of whether a third party is used, the Department should ensure that potentially impermissible information is not available to any person involved in the candidate selection process.

1000.5.3 DOCUMENTING AND REPORTING

The background investigator shall summarize the results of the background investigation in a report that includes sufficient information to allow the reviewing authority to decide whether to extend a conditional offer of employment. The report shall not include any information that is prohibited from use, including that from social media sites, in making employment decisions. The report and all supporting documentation shall be included in the candidate's background investigation file.

1000.5.4 RECORDS RETENTION

The background report and all supporting documentation shall be maintained in accordance with the established records retention schedule.

1000.6 DISQUALIFICATION GUIDELINES

As a general rule, performance indicators and candidate information and records shall be evaluated by considering the candidate as a whole, and taking into consideration the following:

- Age at the time the behavior occurred
- Passage of time
- Patterns of past behavior
- Severity of behavior
- Probable consequences if past behavior is repeated or made public
- Likelihood of recurrence
- Relevance of past behavior to public safety employment
- Aggravating and mitigating factors
- Other relevant considerations

A candidate's qualifications will be assessed on a case-by-case basis, using a totality-of-the-circumstances framework.

1000.7 EMPLOYMENT STANDARDS

All candidates shall meet the minimum standards required by state law (RCW 43.101.095; RCW 43.101.200). Candidates will be evaluated based on merit, ability, competence and experience, in accordance with the high standards of integrity and ethics valued by the Department and the community.

Lake Stevens Police Department

Policy Manual

Recruitment and Selection

Validated, job-related and nondiscriminatory employment standards shall be established for each job classification and shall minimally identify the training, abilities, knowledge and skills required to perform the position's essential duties in a satisfactory manner. Each standard should include performance indicators for candidate evaluation. The Department of Human Resources and Lake Stevens Civil Service Commission should maintain validated standards for all positions.

1000.7.1 STANDARDS FOR OFFICERS

Candidates shall meet the following minimum standards established by the Washington State Criminal Justice Training Commission (WSCJTC) (RCW 43.101.095):

- (a) Be eligible for WSCJTC certification
- (b) Submit to a psychological evaluation
- (c) Submit to a polygraph examination
- (d) Submit to a criminal history check
- (e) Not been convicted of a felony offense

Policy
1005

Lake Stevens Police Department

Policy Manual

Anti-Retaliation

1005.1 PURPOSE AND SCOPE

This policy prohibits retaliation against members who identify workplace issues, such as fraud, waste, abuse of authority, gross mismanagement or any inappropriate conduct or practices, including violations that may pose a threat to the health, safety or well-being of members.

This policy does not prohibit actions taken for nondiscriminatory or non-retaliatory reasons, such as discipline for cause.

These guidelines are intended to supplement and not limit members' access to other applicable remedies. Nothing in this policy shall diminish the rights or remedies of a member pursuant to any applicable federal law, provision of the U.S. Constitution, law, ordinance, or collective bargaining agreement or memorandum of understanding.

1005.2 POLICY

The Lake Stevens Police Department has a zero tolerance for retaliation and is committed to taking reasonable steps to protect from retaliation members who, in good faith, engage in permitted behavior or who report or participate in the reporting or investigation of workplace issues. All complaints of retaliation will be taken seriously and will be promptly and appropriately investigated.

1005.3 RETALIATION PROHIBITED

No member may retaliate against any person for engaging in lawful or otherwise permitted behavior; for opposing a practice believed to be unlawful, unethical, discriminatory or retaliatory; for reporting or making a complaint under this policy; or for participating in any investigation related to a complaint under this or any other policy.

Retaliation may include any adverse action or conduct, including but not limited to:

- Refusing to hire or denying a promotion.
- Extending the probationary period.
- Unjustified reassignment of duties or change of work schedule.
- Real or implied threats or other forms of intimidation to dissuade the reporting of wrongdoing or filing of a complaint, or as a consequence of having reported or participated in protected activity.
- Taking unwarranted disciplinary action.
- Spreading rumors about the person filing the complaint or about the alleged wrongdoing.
- Shunning/unreasonably avoiding a person because he/she has engaged in protected activity.

Lake Stevens Police Department

Policy Manual

Anti-Retaliation

1005.4 COMPLAINTS OF RETALIATION

Any member who feels he/she has been retaliated against in violation of this policy should promptly report the matter to any supervisor, command staff member, Chief of Police or the City Human Resources Director.

Members shall act in good faith, not engage in unwarranted reporting of trivial or minor deviations or transgressions, and make reasonable efforts to verify facts before making any complaint in order to avoid baseless allegations. Members shall not report or state an intention to report information or an allegation knowing it to be false, with willful or reckless disregard for the truth or falsity of the information or otherwise act in bad faith.

Investigations are generally more effective when the identity of the reporting member is known, thereby allowing investigators to obtain additional information from the reporting member. However, complaints may be made anonymously. All reasonable efforts shall be made to protect the reporting member's identity. However, confidential information may be disclosed to the extent required by law or to the degree necessary to conduct an adequate investigation and make a determination regarding a complaint. In some situations, the investigative process may not be complete unless the source of the information and a statement by the member is part of the investigative process.

1005.5 SUPERVISOR RESPONSIBILITIES

Supervisors are expected to remain familiar with this policy and ensure that members under their command are aware of its provisions.

The responsibilities of supervisors include, but are not limited to:

- (a) Ensuring complaints of retaliation are investigated as provided in the Office of Professional Standards Policy.
- (b) Receiving all complaints in a fair and impartial manner.
- (c) Documenting the complaint and any steps taken to resolve the problem.
- (d) Acknowledging receipt of the complaint, notifying the Chief of Police via the chain of command and explaining to the member how the complaint will be handled.
- (e) Taking appropriate and reasonable steps to mitigate any further violations of this policy.
- (f) Monitoring the work environment to ensure that any member making a complaint is not subjected to further retaliation.
- (g) Periodic follow-up with the complainant to ensure that retaliation is not continuing.
- (h) Not interfering with or denying the right of a member to make any complaint.
- (i) Taking reasonable steps to accommodate requests for assignment or schedule changes made by a member who may be the target of retaliation if it would likely mitigate the potential for further violations of this policy.

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Policy Manual

Anti-Retaliation

1005.6 COMMAND STAFF RESPONSIBILITIES

The Chief of Police should communicate to all supervisors the prohibition against retaliation.

Command staff shall treat all complaints as serious matters and shall ensure that prompt actions take place, including but not limited to:

- (a) Communicating to all members the prohibition against retaliation.
- (b) The timely review of complaint investigations.
- (c) Remediation of any inappropriate conduct or condition and instituting measures to eliminate or minimize the likelihood of recurrence.
- (d) The timely communication of the outcome to the complainant.

1005.7 WHISTLE-BLOWING

Washington law protects members who make good faith reports of improper government actions. Improper government actions include violations of Washington law, abuse of authority, gross waste of funds, and substantial and specific danger to the public health or safety (RCW 42.40.010 et seq.; RCW 49.60.210; RCW 42.41.010 et seq.).

Members who believe they have been the subject of retaliation for engaging in such protected behaviors should promptly report it to **a any supervisor**.

1005.7.1 SUPERVISOR RESPONSIBILITIES

Supervisors will refer the complaint to the OPS Lieutenant for investigation pursuant to the Office of Professional Standards Policy.

1005.7.2 DISPLAY OF REPORTING PROCEDURES

The Department shall display the City policy to members regarding their rights and the procedures for reporting information of an alleged improper government action. A copy of the policy shall be made available to members upon request (RCW 42.41.030).

1005.8 RECORDS RETENTION AND RELEASE

The Administrative Supervisor shall ensure that documentation of investigations is maintained in accordance with the established records retention schedules.

1005.9 TRAINING

The policy should be reviewed with each new member.

All members should receive periodic refresher training on the requirements of this policy.

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Drug- and Alcohol-Free Workplace

1007.1 PURPOSE AND SCOPE

The purpose of this policy is to establish clear and uniform guidelines regarding drugs and alcohol in the workplace.

1007.2 POLICY

It is the policy of this department to provide a drug- and alcohol-free workplace for all members.

1007.3 GENERAL GUIDELINES

Alcohol and drug use in the workplace or on department time can endanger the health and safety of department members and the public. Such use ~~shall not be tolerated (41 USC § 8103). is prohibited.~~

Members who have consumed an amount of an alcoholic beverage or taken any medication, or combination thereof, that would tend to adversely affect their mental or physical abilities shall not report for duty. Affected members shall notify the Shift supervisor as soon as the member is aware that he/she will not be able to report to work. If the member is unable to make the notification, every effort should be made to have a representative contact the supervisor in a timely manner. If the member is adversely affected while on-duty, he/she shall be immediately removed and released from work (see Work Restrictions in this policy).

1007.3.1 USE OF MEDICATIONS

Members should avoid taking any medications that will impair their ability to safely and completely perform their duties. Any member who is medically required or has a need to take any such medication shall report that need to his/her immediate supervisor prior to commencing any on-duty status.

No member shall be permitted to work or drive a vehicle owned or leased by the Department while taking any medication that has the potential to impair his/her abilities, without a written release from his/her physician.

Possession of medical marijuana or being under the influence of marijuana on- or off-duty is prohibited and may lead to disciplinary action (RCW 69.51A.060(6)).

1007.4 MEMBER RESPONSIBILITIES

Members shall report for work ~~in an appropriate mental and physical condition~~ mentally and physically prepared for duty. Members are prohibited from purchasing, manufacturing, distributing, dispensing, possessing or using controlled substances or alcohol on department premises or on department time (41 USC § 8103). The lawful possession or use of prescribed medications or over-the-counter remedies is excluded from this prohibition.

Members who are authorized to consume alcohol as part of a special assignment shall not do so to the extent of impairing on-duty performance.

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Members shall notify a supervisor immediately if they observe behavior or other evidence that they believe demonstrates that a fellow member poses a risk to the health and safety of the member or others due to drug or alcohol use.

Members are required to notify their immediate supervisors of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction (41 USC § 8103).

1007.5 EMPLOYEE ASSISTANCE PROGRAM

There may be available a voluntary employee assistance program to assist those who wish to seek help for alcohol and drug problems (41 USC § 8103). Insurance coverage that provides treatment for drug and alcohol abuse also may be available. Employees should contact the Department of Human Resources, their insurance providers or the employee assistance program for additional information. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to performance problems.

1007.6 WORK RESTRICTIONS

If a member informs a supervisor that he/she has consumed any alcohol, drug or medication that could interfere with a safe and efficient job performance, the member may be required to obtain clearance from his/her physician before continuing to work.

If the supervisor reasonably believes, based on objective facts, that a member is impaired by the consumption of alcohol or other drugs, the supervisor shall prevent the member from continuing work and shall ensure that he/she is safely transported away from the Department.

1007.7 REQUESTING SCREENING TESTS

A supervisor may request an employee to submit to a screening test if the supervisor reasonably believes, based upon objective facts, that the employee is under the influence of alcohol or drugs that are impairing his/her ability to perform duties safely and efficiently.

1007.7.1 SUPERVISOR RESPONSIBILITY

The supervisor shall prepare a written record documenting the specific facts that led to the decision to request the test, and shall inform the employee in writing of the following:

- (a) The test will be given to detect either alcohol or drugs, or both.
- (b) The result of the test is not admissible in any criminal proceeding against the employee.
- (c) The employee may refuse the test, but refusal may result in dismissal or other disciplinary action.

1007.7.2 SCREENING TEST REFUSAL

An employee may be subject to disciplinary action if he/she:

- (a) Fails or refuses to submit to a screening test as requested.

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- (b) After taking a screening test that indicates the presence of a controlled substance, fails to provide proof, within 72 hours after being requested, that he/she took the controlled substance as directed, pursuant to a current and lawful prescription issued in his/her name.
- (c) Violates any provisions of this policy.

1007.8 COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT

No later than 30 days following notice of any drug statute conviction for a violation occurring in the workplace involving a member, the Department will take appropriate disciplinary action, up to and including dismissal, and/or requiring the member to satisfactorily participate in a drug abuse assistance or rehabilitation program (41 USC § 8104).

1007.9 CONFIDENTIALITY

The Department recognizes the confidentiality and privacy due to its members. Disclosure of any information relating to substance abuse treatment, except on a need-to-know basis, shall only be with the express written consent of the member involved or pursuant to lawful process.

The written results of any screening tests and all documents generated by the employee assistance program are considered confidential medical records and shall be maintained separately from the employee's other personnel files.



Lake Stevens Police Department Policy Manual

Personnel Complaints

1011.1 PURPOSE AND SCOPE

This policy provides guidelines for the reporting, investigation and disposition of complaints regarding the conduct of members of the Lake Stevens Police Department. This policy shall not apply to any questioning, counseling, instruction, informal verbal admonishment or other routine or unplanned contact of a member in the normal course of duty, by a supervisor or any other member, nor shall this policy apply to a criminal investigation.

1011.2 POLICY

The Lake Stevens Police Department takes seriously all complaints regarding the service provided by the Department and the conduct of its members.

The Department will accept and address all complaints of misconduct in accordance with this policy and applicable federal, state and local law, municipal and county rules and the requirements of any memorandum of understanding or collective bargaining agreements.

It is also the policy of this department to ensure that the community can report misconduct without concern for reprisal or retaliation.

1011.2.1 COMPLAINT/INTERNAL AFFAIRS LOG

The OPS Lieutenant shall maintain a log of all formal personnel complaints received by the department. This log should contain the date the complaint was received and the number assigned, the name of the complainant, the name of the accused employee, the name of the assigned investigator, the allegation and the complaint disposition.

Complaint investigations are assigned identifiers beginning with the letters PC, followed by two digits representing the year, a dash and then a number sequence in the order the complaint was received (e.g. PC13-001).

Internal Affairs investigations are assigned identifiers beginning with the letter IA, followed by two digits representing the year, a dash and then a number sequence in the order the complaint was received (e.g. IA13-001).

This log is maintained in accordance with current records retention schedules.

1011.3 PERSONNEL COMPLAINTS

Personnel complaints include any allegation of misconduct or improper job performance that, if true, would constitute a violation of department policy or of federal, state or local law, policy or rule. Personnel complaints may be generated internally or by the public.

Inquiries about conduct or performance that, if true, would not violate department policy or federal, state or local law, policy or rule may be handled informally by a supervisor and shall not be considered a personnel complaint. Such inquiries generally include clarification regarding policy, procedures or the response to specific incidents by the Department.

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1011.3.1 COMPLAINT CLASSIFICATIONS

Personnel complaints shall be classified in one of the following categories:

Informal - A matter in which the Shift Sergeant is satisfied that appropriate action has been taken by a supervisor of rank greater than the accused member.

Formal - A matter in which a supervisor determines that further action is warranted. Such complaints may be investigated by a supervisor of rank greater than the accused member or referred to the Office of Professional Standards, depending on the seriousness and complexity of the investigation.

Incomplete - A matter in which the complaining party either refuses to cooperate or becomes unavailable after diligent follow-up investigation. At the discretion of the assigned supervisor or the Office of Professional Standards, such matters may be further investigated depending on the seriousness of the complaint and the availability of sufficient information.

1011.3.2 SOURCES OF COMPLAINTS

The following applies to the source of complaints:

- (a) Individuals from the public may make complaints in any form, including in writing, by email, in person or by telephone.
- (b) Any department member becoming aware of alleged misconduct shall immediately notify a supervisor.
- (c) Supervisors shall initiate a complaint based upon observed misconduct or receipt from any source alleging misconduct that, if true, could result in disciplinary action.
- (d) Anonymous and third-party complaints should be accepted and investigated to the extent that sufficient information is provided.
- (e) Tort claims and lawsuits may generate a personnel complaint.

1011.4 AVAILABILITY AND ACCEPTANCE OF COMPLAINTS

1011.4.1 COMPLAINT FORMS

Personnel complaint forms will be maintained in a clearly visible location in the public area of the police facility and be accessible through the department website. Forms may also be available at other City facilities.

Personnel complaint forms in languages other than English may also be provided, as determined necessary or practicable.

1011.4.2 ACCEPTANCE

All complaints will be courteously accepted by any department member and promptly given to the appropriate supervisor. Although written complaints are preferred, a complaint may also be filed orally, either in person or by telephone. Such complaints will be directed to a supervisor. If a supervisor is not immediately available to take an oral complaint, the receiving member shall

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obtain contact information sufficient for the supervisor to contact the complainant. The supervisor, upon contact with the complainant, shall complete and submit a complaint form as appropriate.

Although not required, complainants should be encouraged to file complaints in person so that proper identification, signatures, photographs or physical evidence may be obtained as necessary.

1011.5 DOCUMENTATION

Supervisors shall ensure that all formal and informal complaints are documented on a complaint form. The supervisor shall ensure that the nature of the complaint is defined as clearly as possible.

All complaints and inquiries should also be documented in a log that records and tracks complaints. The log shall include the nature of the complaint and the actions taken to address the complaint. On an annual basis, the Department should audit the log and send an audit report to the Chief of Police or the authorized designee.

1011.6 ADMINISTRATIVE INVESTIGATIONS

Allegations of misconduct will be administratively investigated as follows.

1011.6.1 SUPERVISOR RESPONSIBILITIES

In general, the primary responsibility for the investigation of a personnel complaint shall rest with the member's immediate supervisor, unless the supervisor is the complainant or has any personal involvement regarding the alleged misconduct. The Operations Commander may direct that another supervisor investigate any complaint.

A supervisor who becomes aware of alleged misconduct shall take reasonable steps to prevent aggravation of the situation.

The responsibilities of supervisors include, but are not limited to:

- (a) Ensuring that upon receiving or initiating any formal complaint, a complaint form is completed.
 1. The original complaint form will be directed to the OPS Lieutenant who will take appropriate action and/or determine who will have responsibility for the investigation.
 2. In circumstances where the integrity of the investigation could be jeopardized by reducing the complaint to writing or where the confidentiality of a complainant is at issue, a supervisor shall orally report the matter to the Operations Commander who will initiate appropriate action.
- (b) Responding to all complaints in a courteous and professional manner.
- (c) Resolving those personnel complaints that can be resolved immediately.
 1. Follow-up contact with the complainant should be made within 24 hours of the Department receiving the complaint.
 2. If the matter is resolved and no further action is required, the supervisor will note the resolution on a complaint form and forward the form to the OPS Lieutenant.

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- (d) Ensuring that upon receipt of a complaint involving allegations of a potentially serious nature, the OPS Lieutenant and Operations Commander are notified as soon as practicable.
- (e) Promptly contacting the OPS Lieutenant for direction regarding their roles in addressing a complaint that relates to sexual, racial, ethnic or other forms of prohibited harassment or discrimination.
- (f) Forwarding unresolved personnel complaints to the OPS Lieutenant, who will determine whether to contact the complainant or assign the complaint for investigation.
- (g) Informing the complainant of the investigator's name and the complaint number within three days after assignment.
- (h) Investigating a complaint as follows:
 - 1. Making reasonable efforts to obtain names, addresses and telephone numbers of witnesses.
 - 2. When appropriate, ensuring immediate medical attention is provided and photographs of alleged injuries and accessible uninjured areas are taken.
- (i) Ensuring that the procedural rights of the accused member are followed.
- (j) Ensuring interviews of the complainant are generally conducted during reasonable hours.

1011.6.2 ADMINISTRATIVE INVESTIGATION PROCEDURES

Whether conducted by a supervisor or a member of the Office of Professional Standards, the following applies to employees:

- (a) Interviews of an accused employee shall be conducted during reasonable hours and preferably when the employee is on-duty. If the employee is off-duty, he/she shall be compensated.
- (b) Unless waived by the employee, interviews of an accused employee shall be at the Lake Stevens Police Department or other reasonable and appropriate place.
- (c) No more than two interviewers should ask questions of an accused employee.
- (d) Prior to any interview, an employee should be informed of the nature of the investigation.
- (e) All interviews should be for a reasonable period and the employee's personal needs should be accommodated.
- (f) No employee should be subjected to offensive or threatening language, nor shall any promises, rewards or other inducements be used to obtain answers. Any employee refusing to answer questions directly related to the investigation may be ordered to answer questions administratively and may be subject to discipline for failing to do so.
- (g) The interviewer should record all interviews of employees and witnesses. The employee may also record the interview. If the employee has been previously interviewed, a copy of that recorded interview shall be provided to the employee prior to any subsequent interview.
- (h) All employees subjected to interviews that could result in discipline have the right to have an uninvolved representative present during the interview. However, in order to maintain the integrity of each individual's statement, involved employees shall not consult or meet with a representative or attorney collectively or in groups prior to being interviewed.

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- (i) All employees shall provide complete and truthful responses to questions posed during interviews.
- (j) No employee may be compelled to submit to a polygraph examination, nor shall any refusal to submit to such examination be mentioned in any investigation.
- (k) An employee covered by civil service shall be provided a written statement of all accusations with a duplicate statement filed with the civil service commission (RCW 41.12.090; RCW 41.14.120).

1011.6.3 GENERAL GUIDELINES-INTERNAL AFFAIRS INVESTIGATION

Investigations will be conducted in compliance with this policy and the respective collective bargaining agreement.

Whether conducted by a supervisor or an assigned member of Investigations , the following procedures shall be followed with regard to the accused employee(s):

- (a) An IA number should be obtained from the OPS Lieutenant to ensure proper tracking.
- (b) Interviews of accused employees shall be conducted during reasonable hours and, if the employee is off-duty, the employee shall be compensated.
- (c) No more than two interviewers may ask questions of an accused employee.
- (d) Prior to any interview, an employee shall be informed of the nature of the investigation.
- (e) All interviews shall be for a reasonable period and the employee's personal needs shall be accommodated.
- (f) No employee shall be subjected to offensive or threatening language, nor shall any promises, rewards or other inducements be used to obtain answers. Any employee refusing to answer questions directly related to the investigation may be ordered to answer questions administratively or be subject to discipline for insubordination. Nothing administratively ordered may be provided to a criminal investigator.
- (g) Absent circumstances preventing it, the interviewer should record all interviews of employees and witnesses. The employee may also record the interview.
- (h) If the allegations involve potential criminal conduct, the employee shall be advised of his/her Constitutional rights. This admonishment shall be given administratively whether or not the employee was advised of these rights during any separate criminal investigation.
- (i) All employees subjected to interviews that could result in punitive action shall have the right to have an uninvolved representative present during the interview. However, in order to maintain the integrity of each individual employee's statement, involved employees shall not consult or meet with a representative or attorney collectively or in groups prior to being interviewed.

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- (j) All employees shall provide complete and truthful responses to questions posed during interviews.
- (k) No employee may be compelled to submit to a polygraph examination, nor shall any refusal to submit to such examination be mentioned in any investigation.

1011.6.4 COMPLAINT INVESTIGATION FORMAT

Investigations of personnel complaints shall be detailed, complete and thorough. Recognizing that each investigation is different and varying reporting formats may be appropriate, most report will contain the following sections:

Background - Investigator explains why he/she is conducting the investigation. Include the identity of the employee(s), the identity of the assigned investigator(s), the initial date and source of the complaint.

Summary Of Allegations - List the allegations separately (including applicable policy sections) with a very brief summary of the evidence relevant to each allegation. A separate recommended finding should be provided for each allegation. This section should include a description of how the allegations came to the attention of the employer.

Investigative Steps/Narrative - Investigator's narrative of the investigative steps taken, evidence collected, interviews conducted, documents obtained/reviewed and other relevant information discovered.

Findings - The investigator makes a finding regarding the allegations. The findings should be supported by specific information regarding the facts and evidence upon which the findings are based. If sufficient evidence to make a definitive finding does not exist there should be an explanation to that effect.

Conclusion - A brief synopsis of the essential aspects of the report and the recommended disposition on the allegations (see Policy Manual §1020.7).

Exhibits - A separate list of exhibits (recordings, photos, documents, etc.) should be attached to the report.

1011.6.5 ADMINISTRATIVE REVIEW

An administrative review is an informal process utilized by Command Staff in determining whether or not an incident warrants a formal investigation. An Administrative Review of an incident is not an investigation.

Administrative Reviews are conducted on occasion when incidents or employee actions appear to involve the potential of employee misconduct but specific allegations of misconduct are not readily apparent. The review enables the administration to determine if a formal investigation is warranted by a review of available documents and, if applicable, conversations with involved parties. Officers will not normally be interviewed or contacted for the purpose of an Administrative Review. If an initial review of the incident and available documentation indicates the likelihood of a violation of department policy, the matter under review will be classified as a Complaint Investigation or an

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Internal Affairs Investigation. The time taken to make this determination does not affect the normal timelines associated with a Complaint Investigation or Internal Affairs Investigation.

Any documentation relating to an Administrative Review that does not result in a Complaint or an Internal Affairs Investigation will be maintained by the Human Resources Director.

1011.6.6 EMPLOYEE PRIVACY EXPECTATIONS

Any employee may be compelled to disclose personal financial information pursuant to proper legal process; if such information tends to indicate a conflict of interest with official duties; or, if the employee is assigned to or being considered for a special assignment with a potential for bribes.

Employees shall have no expectation of privacy when using telephones, computers, radios or other communications provided by the Department.

Assigned lockers and storage spaces may only be administratively searched in the employee's presence, with the employee's consent, with a valid search warrant or where the employee has been given reasonable notice that the search will take place.

All other departmentally assigned areas (e.g., desks, office space, assigned vehicles) may be administratively searched by a supervisor, in the presence of an uninvolved witness, for non-investigative purposes. (e.g., obtaining a needed report or radio). An investigative search of such areas shall only be conducted upon a reasonable suspicion that official misconduct is involved.

1011.6.7 ADMINISTRATIVE INVESTIGATION FORMAT

Administrative investigations shall be thorough, complete and essentially follow this format:

Introduction - Include the identity of the members, the identity of the assigned investigators, the initial date and source of the complaint.

Synopsis - Provide a brief summary of the facts giving rise to the investigation.

Summary - List the allegations separately, including applicable policy sections, with a brief summary of the evidence relevant to each allegation. A separate recommended finding should be provided for each allegation.

Evidence - Each allegation should be set forth with the details of the evidence applicable to each allegation provided, including comprehensive summaries of member and witness statements. Other evidence related to each allegation should also be detailed in this section.

Conclusion - A recommendation regarding further action or disposition should be provided.

Exhibits - A separate list of exhibits (e.g., recordings, photos, documents) should be attached to the report.

1011.6.8 DISPOSITIONS

Each personnel complaint shall be classified with one of the following dispositions:

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Unfounded - When the investigation discloses that the alleged acts did not occur or did not involve department members. Complaints that are determined to be frivolous will fall within the classification of unfounded.

Exonerated - When the investigation discloses that the alleged act occurred but that the act was justified, lawful and/or proper.

Not sustained - When the investigation discloses that there is insufficient evidence to sustain the complaint or fully exonerate the member.

Sustained - When the investigation discloses sufficient evidence to establish that the act occurred and that it constituted misconduct.

If an investigation discloses misconduct or improper job performance that was not alleged in the original complaint, the investigator shall take appropriate action with regard to any additional allegations.

1011.6.9 COMPLETION OF INVESTIGATIONS

Every investigator or supervisor assigned to investigate a personnel complaint or other alleged misconduct shall proceed with due diligence in an effort to complete the investigation within six months from the date of discovery by an individual authorized to initiate an investigation.

1011.7 ADMINISTRATIVE SEARCHES

Assigned lockers, storage spaces and other areas, including desks, offices and vehicles, may be searched as part of an administrative investigation upon a reasonable suspicion of misconduct.

Such areas may also be searched any time by a supervisor for non-investigative purposes, such as obtaining a needed report, radio or other document or equipment.

1011.8 ADMINISTRATIVE LEAVE

When a complaint of misconduct is of a serious nature, or when circumstances indicate that allowing the accused to continue to work would adversely affect the mission of the Department, the Chief of Police or the Operations Commander may temporarily assign an accused employee to administrative leave. When an employee has been placed on Administrative Leave, the Operations Commander will forward any such notice to the Human Resources Department.

Any employee placed on administrative leave:

- (a) May be required to relinquish any department badge, identification, assigned weapons and any other department equipment.
- (b) Shall be required to continue to comply with all policies and lawful orders of a supervisor.
- (c) May be temporarily reassigned to a different shift, generally a normal business-hours shift, during the investigation. The employee may be required to remain available for contact at all times during such shift, and will report as ordered.

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1011.9 CRIMINAL INVESTIGATION

Where a member is accused of potential criminal conduct, a separate investigator shall be assigned to investigate the criminal allegations apart from any administrative investigation. Any separate administrative investigation shall be stayed, pending the outcome of the criminal investigation.

The Chief of Police shall be notified as soon as practicable when a member is accused of criminal conduct. The Chief of Police may request a criminal investigation by an outside law enforcement agency.

A member accused of criminal conduct shall be provided with all rights afforded to a civilian. The member should not be administratively ordered to provide any information in the criminal investigation.

No information or evidence administratively coerced from a member may be provided to anyone involved in conducting the criminal investigation or to any prosecutor.

The Lake Stevens Police Department may release information concerning the arrest or detention of any member, including an officer, that has not led to a conviction. No disciplinary action should be taken until an independent administrative investigation is conducted.

1011.10 POST-ADMINISTRATIVE INVESTIGATION PROCEDURES

Upon completion of a formal investigation, an investigation report should be forwarded to the Operations Commander. The Operations Commander may modify any classification or recommendation for disciplinary action.

1011.10.1 COMMANDER RESPONSIBILITIES

Upon receipt of any completed personnel investigation, the Operations Commander shall review the entire investigative file, the member's personnel file and any other relevant materials.

The Operations Commander may make recommendations regarding the disposition of any allegations and the amount of discipline, if any, to be imposed.

Prior to forwarding recommendations to the Chief of Police, the Operations Commander may return the entire investigation to the assigned investigator or supervisor for further investigation or action.

When forwarding any written recommendation to the Chief of Police, the Operations Commander shall include all relevant materials supporting the recommendation. Actual copies of a member's existing personnel file need not be provided and may be incorporated by reference.

1011.10.2 CHIEF OF POLICE RESPONSIBILITIES

Upon receipt of any written recommendation for disciplinary action, the Chief of Police shall review the recommendation and all accompanying materials. The Chief of Police may modify any recommendation and/or may return the file to the Operations Commander for further investigation or action.

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Once the Chief of Police is satisfied that no further investigation or action is required by staff and determines disciplinary action is warranted, the Chief of Police shall provide the member with a written notice and the following:

- (a) Access to all of the materials considered by the Chief of Police in recommending the proposed discipline.
- (b) An opportunity to respond orally or in writing to the Chief of Police within five days of receiving the notice.
 - (a) Upon a showing of good cause by the member, the Chief of Police may grant a reasonable extension of time for the member to respond.
 - (b) If the member elects to respond orally, the presentation shall be recorded by the Department. Upon request, the member shall be provided with a copy of the recording.

1011.11 PRE-DISCIPLINE EMPLOYEE RESPONSE

The pre-discipline process is intended to provide the accused employee with an opportunity to present a written or oral response to the Chief of Police after having had an opportunity to review the supporting materials and prior to imposition of any recommended discipline. The employee shall consider the following:

- (a) The response is not intended to be an adversarial or formal hearing.
- (b) Although the employee may be represented by an uninvolved representative or legal counsel, the response is not designed to accommodate the presentation of testimony or witnesses.
- (c) The employee may suggest that further investigation could be conducted or the employee may offer any additional information or mitigating factors for the Chief of Police to consider.
- (d) In the event that the Chief of Police elects to cause further investigation to be conducted, the employee shall be provided with the results prior to the imposition of any discipline.
- (e) The employee may thereafter have the opportunity to further respond orally or in writing to the Chief of Police on the limited issues of information raised in any subsequent materials.

1011.12 DISCIPLINE

Once the member has completed his/her response or if the member has elected to waive any such response, the [agencyHead] Chief of Police shall consider all information received in regard to the recommended discipline. The [agencyHead] Chief of Police shall render a timely written decision to the member and specify the grounds and reasons for discipline and the effective date of the discipline. Once the [agencyHead] Chief of Police has issued a written decision, the discipline shall become effective.

The Chief of Police will consult with the Mayor or City Administrator prior to issuing any discipline resulting in a suspension, demotion, or termination.

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1011.13 RESIGNATIONS/RETIREMENTS PRIOR TO DISCIPLINE

In the event that a member tenders a written resignation or notice of retirement prior to the imposition of discipline, it shall be noted in the file. The tender of a resignation or retirement by itself shall not serve as grounds for the termination of any pending investigation or discipline.

1011.14 POST-DISCIPLINE APPEAL RIGHTS

Non-probationary employees have the right to appeal a suspension without pay, punitive transfer, demotion, reduction in pay or step, or termination from employment. The employee has the right to appeal using the procedures established by any collective bargaining agreement, Civil Service Rules, and/or personnel rules.

In the event of punitive action against an employee covered by civil service, the appeal process shall be in compliance with RCW 41.12.090 and RCW 41.14.120.

1011.15 PROBATIONARY EMPLOYEES AND OTHER MEMBERS

At-will and probationary employees and members other than non-probationary employees may be disciplined and/or released from employment without adherence to any of the procedures set out in this policy, and without notice or cause at any time. These individuals are not entitled to any rights under this policy. However, any of these individuals released for misconduct should be afforded an opportunity solely to clear their names through a liberty interest hearing, which shall be limited to a single appearance before the Chief of Police or the authorized designee.

Any probationary period may be extended at the discretion of the Chief of Police in cases where the individual has been absent for more than a week. When the Chief of Police determines that additional time to review the individual is appropriate, he/she will notify the Civil Service Commission of the reason for the extension.

1011.16 RETENTION OF PERSONNEL INVESTIGATION FILES

All personnel complaints shall be maintained in accordance with the established records retention schedule and as described in the Personnel Files Policy.

1011.17 NOTIFICATION TO CRIMINAL JUSTICE TRAINING COMMISSION (CJTC) CERTIFICATION BOARD

Upon termination of a peace officer for any reason, including resignation, the Department shall, within 15 days of the termination, notify the CJTC on a personnel action report form provided by the commission. The Department shall, upon request of the CJTC, provide such additional documentation or information as the commission deems necessary to determine whether the termination provides grounds for revocation of the peace officer's certification (RCW 43.101.135).

Fitness for Duty

1017.1 PURPOSE AND SCOPE

All officers are required to be free from any physical, emotional, or mental condition which might adversely affect the exercise of peace officer powers. The purpose of this policy is to ensure that all officers of this department remain fit for duty and able to perform their job functions.

1017.2 EMPLOYEE RESPONSIBILITIES

- (a) It shall be the responsibility of each member of this department to maintain good physical condition sufficient to safely and properly perform the essential duties of their job position.
- (b) Each member of this department shall perform his/her respective duties without physical, emotional, and/or mental constraints.
- (c) During working hours, all employees are required to be alert, attentive, and capable of performing their assigned responsibilities.
- (d) Any employee who feels unable to perform his/her duties shall promptly notify a supervisor. In the event that an employee believes that another employee is unable to perform his/her duties, such observations and/or belief shall be promptly reported to a supervisor.

1017.3 SUPERVISOR RESPONSIBILITIES

- (a) A supervisor observing an employee or receiving a report of an employee who is perceived to be unable to safely perform his/her duties due to a physical or mental condition shall take prompt and appropriate action in an effort to address the situation.
- (b) Whenever feasible, the supervisor should make a preliminary determination of the level of inability of the employee to perform the essential duties required of the job.
- (c) In the event the employee appears to be in need of immediate medical or psychiatric treatment, all reasonable efforts should be made to obtain sufficient information regarding the nature of the concern to enable the Department to assess options and react responsibly to assure the safety of the employee, other members of the Department and the public, while complying with the employee's legal rights.
- (d) The Operations Commander will make a determination whether or not the employee should be temporarily relieved from his/her duties.
- (e) The Chief of Police shall be promptly notified in the event that any employee is relieved from duty who will then notified the Human Resources Department.

1017.4 RELIEF FROM DUTY

Any employee suffering from a work or non-work related condition which warrants a temporary relief from duty may be entitled to be placed on family medical leave under state and/or federal law.

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Supervisors should consult with Human Resources to assure proper notification and compliance with family medical leave rights. Employees who are relieved from duty for medical reasons may be eligible for workers compensation payments or may be required to use sick leave or other paid time off consistent with applicable policies.

Any employee suffering from a work related condition which warrants a temporary relief from duty shall be required to comply with personnel rules and guidelines for processing such claims.

1017.5 PHYSICAL AND PSYCHOLOGICAL EXAMINATIONS

- (a) Whenever circumstances reasonably indicate that an employee is unfit for duty, the Chief of Police may serve that employee with a written order to undergo a physical and/or psychological examination in cooperation with Department of Human Resources to determine the level of the employee's fitness for duty. The order shall indicate the date, time and place for the examination.
- (b) The examining health care provider will provide the Department with a report indicating that the employee is either fit for duty or, if not, listing any functional limitations which limit the employee's ability to perform job duties. The scope of the requested fitness for duty report shall be confined to the physical or psychological condition that prompted the need for the examination. If the employee places his/her condition at issue in any subsequent or related administrative action/grievance, the examining physician or therapist may be required to disclose any and all information which is relevant to such proceeding.
- (c) In order to facilitate the examination of any employee, the Department will provide all appropriate documents and available information to assist in the evaluation and/or treatment.
- (d) All reports and evaluations submitted by the treating physician or therapist shall be part of the employee's confidential medical file.
- (e) Any employee ordered to receive a fitness for duty examination shall comply with the terms of the order and cooperate fully with the examining physician or therapist regarding any clinical interview, tests administered or other procedures as directed. Any failure to comply with such an order and any failure to cooperate with the examining physician or therapist may be deemed insubordination and shall be subject to discipline up to and including termination.
- (f) In the event an employee is required to submit to a "fitness for duty" examination as a condition of returning from medical leave, contact Human Resources for direction regarding how to proceed.
- (g) Once an employee has been deemed fit for duty by the examining health care provider, the employee will be notified to resume his/her duties.

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1017.6 LIMITATION ON HOURS WORKED

Absent emergency operations members should not work more than:

- 16 hours in one day (24 hour) period, or
- 30 hours in any 2 day (48 hour) period, or
- 84 hours in any 7 day (168 hour) period.

Except in very limited circumstances members should have a minimum of 8 hours off between shifts. Supervisors **should will** give consideration to reasonable rest periods and are authorized to deny overtime or relieve to off-duty status any member who has exceeded the above guidelines.

Limitations on the number of hours worked apply to shift changes, shift trades, rotation, holdover, training, general overtime and any other work assignments.

1017.7 APPEALS

An employee who is separated from paid employment or receives a reduction in salary resulting from a fitness for duty exam shall be entitled to an administrative appeal as outlined in the Office of Professional Standards Policy.

Nepotism and Conflicting Relationships

1027.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure equal opportunity and effective employment practices by avoiding actual or perceived favoritism, discrimination, or actual or potential conflicts of interest by or between members of this department. These employment practices include: recruiting, testing, hiring, compensation, assignment, use of facilities, access to training opportunities, supervision, performance appraisal, discipline and workplace safety and security.

1027.1.1 DEFINITIONS

Business relationship - Serving as an employee, independent contractor, compensated consultant, owner, board member, shareholder or investor in an outside business, company, partnership, corporation, venture or other transaction where the Department employee's annual interest, compensation, investment or obligation is greater than \$250.

Conflict of interest - Any actual, perceived or potential conflict of interest in which it reasonably appears that a department employee's action, inaction or decisions are or may be influenced by the employee's personal or business relationship.

Field Training Officer - FTO - an experienced or senior member of an organization who is responsible for the training and evaluation of a junior or probationary level member.

Nepotism - The practice of showing favoritism to relatives in appointment, employment, promotion or advancement by any public official in a position to influence these personnel decisions.

Personal relationship - Includes marriage, cohabitation, dating or any other intimate relationship beyond mere friendship.

Public official - A supervisor, officer or employee who is vested with authority by law, rule or regulation, or to whom authority has been delegated.

Relative - An employee's parent, stepparent, spouse, domestic partner, significant other, child (natural, adopted or step), sibling or grandparent.

Subordinate - An employee who is subject to the temporary or ongoing direct or indirect authority of a supervisor.

Supervisor - An employee who has temporary or ongoing direct or indirect authority over the actions, decisions, evaluation and/or performance of a subordinate employee.

1027.2 RESTRICTED DUTIES AND ASSIGNMENTS

The Department does not prohibit all personal or business relationships between employees. However, in order to avoid nepotism or other inappropriate conflicts, the following reasonable restrictions shall apply:

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Nepotism and Conflicting Relationships

- (a) Employees are prohibited from directly supervising, occupying a position in the line of supervision or being directly supervised by any other employee who is a relative or with whom they are involved in a personal or business relationship.
 - 1. If circumstances require that such a supervisor/subordinate relationship exist temporarily, the supervisor shall make every reasonable effort to defer matters pertaining to the involved employee to an uninvolved supervisor.
 - 2. When personnel and circumstances permit, the Department will attempt to make every reasonable effort to avoid placing employees in such supervisor/subordinate situations. The Department, however, in accordance with the collective bargaining agreement, reserves the right to transfer or reassign any employee to another position within the same classification in order to avoid conflicts with any provision of this policy.
- (b) Employees are prohibited from participating in, contributing to or recommending promotions, assignments, performance evaluations, transfers or other personnel decisions affecting an employee who is a relative or with whom they are involved in a personal or business relationship.
- (c) Whenever possible, FTOs and other trainers will not be assigned to train relatives. FTOs and other trainers are prohibited from entering into or maintaining personal or business relationships with any employee they are assigned to train until such time as the training has been successfully completed and the employee is off probation.
- (d) To avoid actual or perceived conflicts of interest, members of this department shall refrain from developing or maintaining personal or financial relationships with victims, witnesses or other individuals during the course of or as a direct result of any official contact.
- (e) Except as required in the performance of official duties or, in the case of immediate relatives, employees shall not develop or maintain personal or financial relationships with any individual they know or reasonably should know is under criminal investigation, is a convicted felon, parolee, fugitive, or registered sex offender, or who engages in serious violations of state or federal laws.

1027.2.1 EMPLOYEE RESPONSIBILITY

Prior to entering into any personal or business relationship or other circumstance which the employee knows or reasonably should know could create a conflict of interest or other violation of this policy, the employee shall promptly notify his/her uninvolved, next highest level of supervisor.

Whenever any employee is placed in circumstances that would require the employee to take enforcement action or provide official information or services to any relative or individual with whom the employee is involved in a personal or business relationship, the employee shall promptly notify his/her uninvolved, immediate supervisor. In the event that no uninvolved supervisor is immediately available, the employee shall promptly notify dispatch to have another uninvolved employee either relieve the involved employee or minimally remain present to witness the action.

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1027.2.2 SUPERVISORS RESPONSIBILITY

Upon being notified of, or otherwise becoming aware of any circumstance that could result in or constitute an actual or potential violation of this policy, a supervisor shall take all reasonable steps to promptly mitigate or avoid such violations, whenever possible. Supervisors shall also promptly notify the Chief of Police of such actual or potential violations through the chain of command.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** July 13, 2015

Subject: I-502 Marijuana Regulations

Contact Person/Department: Russ Wright, Planning & Community Development
Budget Impact: none

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Staff direction

SUMMARY:

Staff has received requests to allow the co-location of more than one marijuana facility in a single building. Staff is seeking direction from City Council to determine if a code amendment is necessary.

BACKGROUND/HISTORY:

City Council adopted Ordinance 908 on February 10, 2014 allowing the processing and sales of marijuana in Lake Stevens, codified in Title 14. Under the adopted regulations sales are allowed in the Commercial District, Light Industrial District and General Industrial District. Production and processing of marijuana is allowed in the Light Industrial District and General Industrial District. Council adopted an overall citywide cap of 100,000 square feet to ensure that other industrial uses would continue to have viable locations in the two industrial zones (to date combined and proposed facilities equal approximately 57,300 square feet). During the hearing, City Council added a provision LSMC 14.44.097(d)(1) that stated, "No more than one distinct marijuana business shall be located within a single structure." Council added this regulation because they were concerned about the aggregation of marijuana facilities in a concentrated area. Under state rules, co-location would be allowed.

Currently, the city has approved a single retail location as allotted (1,000 square feet) and three production / processing facilities (app. 19,300 square feet). Four more applications are under review (app. 38,000 square feet). Two applications are on-hold pending council direction for producer / processors (app. 7,000 - 14,000 square feet) that would like to collocate in a single, large industrial building with a vacant tenant suite.

Staff has researched building code provisions to see if an administrative option exists to consider separate tenant suites as separate buildings. The interested parties believe that co-location may increase security and management of suites. They have also noted other jurisdictions including Arlington and Everett have not prohibited co-location of marijuana facilities. From a marketing perspective it may also be easier to fill vacant spaces with like users. A recent survey of locations show that regardless of co-location in a single building all of the existing and proposed marijuana producers / processors are congregated within approximately 500-feet of one another based on building availability outside of protective buffers and allowed zoning.

APPLICABLE CITY POLICIES: Lake Stevens Municipal Code 14.44.097

BUDGET IMPACT: There is not a budget impact.



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