

Lake Stevens City Council Regular Meeting Agenda

January 12, 2016

COUNCIL OFFICERS: Election of Council President and Vice President for 2016 Marcus

CITY DEPARTMENT REPORT

CONSENT AGENDA:

- *A Approve 2015 Vouchers Barb
- *B Approve 2016 Vouchers Barb
- *C Approve December 8, 2015 City Council Regular Meeting Minutes Barb
- *D Enter Professional Services Agreement re Crime Stoppers Dan
- *E Approve Amendment No. 4 to Interlocal Agreement with Lake Stevens School District for School Resource Officers Barb
- *F Callow Road Embankment Supplement No. 1 – Geotechnical Mick
- *G Grade Road Embankment Supplement No. 2 – Geotechnical Mick
- *H North Lakeshore Drive Sidewalk On Call Survey Services Mick
- *I 91st Avenue SE Sidewalk On Call Survey Services – Safe Routes to School Mick
- *J Award Bid and Authorize Mayor to Enter Contract with Discount Fencing Mick
- *K Department of Corrections Annual Agreement Mick
- *L Engineering Service On Call Service Agreements Mick
- *M Approve Ordinance 948 Adding new Code Section 3.60 allowing for Donations of Property to the City Barb

ACTION ITEMS:

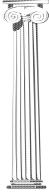
- *A Adopt Resolution 2016-01 Amending Resolution 2014-13 re Traffic Impact Fees Mick
- *B Approve Small Business Development Center (SBDC) Funding for 2016 Jeanie
- *C Approve Lease with Lake Stevens Community Food Bank for Rental of Pole Barn at Eagle Ridge Park Mary
- *D Approve Collective Bargaining Agreement with Teamsters Union Mary

DISCUSSION ITEMS:

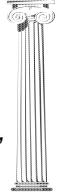
- *A Long Range Planning Work Plan Russ
- B Boards and Commissions Liaison Assignments and Community Transit Appointment; Council Subcommittees John
- C Special Meeting January 25, 2016 John

COUNCIL PERSON'S BUSINESS

MAYOR'S BUSINESS A Chamber/Park Facility-Information Center (Lundeen



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.

- House)
- B Downtown Subarea Plan-Request for Proposal
- C Retreat Workshop Agenda

EXECUTIVE SESSION Pending Litigation

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



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CITY DEPARTMENT REPORT JANUARY 12, 2016 CITY COUNCIL MEETING

Finance/City Clerk

- The 2016 Adopted Budget document has been posted on the City's website under Finance - Budget
- In 2015 City Hall, Planning and Public Works responded to 216 requests for public records. Several of them were large requests that took several months to complete. Two of those requests remain outstanding. By comparison these departments responded to 167 public records requests in 2014.
- The Police Department responds separately to public records requests for police records. In 2014 the Police Department responded to 953 public records requests; and in 2015 it responded to 972 requests for public records. These numbers include requests made by other public agencies.
- The State Legislature requested the State Auditor's Office conduct a study to establish an accurate cost estimate for providing paper and electronic copies of records in response to public records request. As part of that request, the Auditor's Office requested all public entities to complete a comprehensive survey regarding public records requests received over the past two years, and additionally including some data regarding numbers of requests over the past five years. The City completed and submitted its responses to the survey in early December 2015. It is hoped that once the Auditor's Office provides its study to the State Legislature, legislation will be enacted that will allow public entities to recoup all or more of the cost of responding to public records requests.
- As a result of the survey, the City is now keeping track of how much time it takes to respond to each public records request.

Planning Department

Current Planning and Building:

- Staff continues to be busy with a wide variety of land use permits. Staff reviewed and approved 48 single-family homes last month, a new city record, along with other permits including sign permits and tenant improvement permits. As of January 6, 2016, we have received 24 building permit applications for 2016.

Long-range Planning:

- Staff has begun developing scopes and schedules for several code amendment projects, including: Critical Areas, Marijuana and Clearing and Grading updates, and has held introductory workshops with the Planning Commission.
- The final draft of the Downtown Subarea Plan RFP should be ready to issue by the end of the month. We expect to have two Planning Commission meetings per month throughout 2016.
- Park Board met on December 14, 2015 and elected officers and reviewed their work plan for the year.

Code Enforcement:

- Staff continues to coordinate code enforcement activities. The Building Inspector / Code Enforcement position has been advertised.

Economic Development:

- Staff continues to coordinate with interested parties on 20th Street SE properties.
- An RFP for marketing materials has been prepared.
- Staff continues to work with the Chamber of Commerce to create a Business Retention and Expansion program.

Police Department

- The Police Support Officer (PSO) position officially started on January 1, 2016 with C. Brooks resuming the role. The transition period for the PSO to be on the road is approximately 8-10 weeks, depending on equipment and training requirements.
- The Records Specialist position vacancy created by the reintroduction of the PSO position has been hired and started on January 4th 2016. We will be formally introducing the new hires at the special City Council meeting on January 25th, 2016.
- Three of the four patrol vehicles in the 2016 budget that were ordered, have arrived. We are now scheduling them with the county shop for outfitting. The plan is to have all the new vehicles on the road by the third quarter.
- Public Safety Testing (PST) is currently working on the background checks for the 2016 Records Specialist position and a 2015 replacement Officer position, when we had an Officer lateral to King County. The 2016 Police Officer position will start once a civil service list is established and certified.

Public Works Department

- Icing conditions – staff continues to monitor the icing conditions of the roads. Last week an icing condition occurred around 3:00 AM even as the temperature was rising above freezing. This resulted in several spot locations where cold air and moisture were occurring. The City has been using anti-icer and sand for these locations. The anti-icer seem to be working well.
- Lake level – the lake level hit a high on the 25th December (212.86, measured in 10ths of feet), which is also the highest level recorded by the City since 2010. With the little rain fall, the lake level has continued to drop and as of 7th January is down 6 inches (212.36).
- Department of Corrections – the City has the opportunity to get in some extra hours with DOC crews early in the year and possibly for an extended period. This is of great value as the City uses these crews for cleaning of parks, roadsides, and storm facilities. Typically, the City expects the DOC crew to be on site once a week but this sometimes does not occur for a variety of reasons outside of the City's control. It is hoped the extra hours will make up for future missed hours.
- Cavelero Park – With a design consultant selected, the scope of work and fee are in process. It is hoped that this will be completed by the end of this month and executed next month. This is on a very aggressive schedule so it is possible that public outreach could occur in March/April of this year.
- SR 9/SR 204 – WSDOT and the City have selected Parson to perform the design phase of the project. Parson was selected based on their outreach process to get the City, State, and public involved in the design alternatives. WSDOT is the lead agency and is in process of developing the contract with Parson. Once the contract is executed, work is expected to begin quickly. While no date has been set, it is anticipated that the outreach will begin this Spring.

Human Resources

- Michelle Vanderwalker started on January 4, 2016 as our newest Police Records Clerk.
- Mark Sniffen will start on January 11, 2016 as our new Building Official.
- Associate Planner Stacie Pratschner was promoted to Senior Planner effective January 1, 2016.
- We are currently recruiting for a Building/Code Compliance Inspector until the end of the month.

- We are currently recruiting for a Parks Crew Worker I. Advertisement closed on January 8, 2016.
- We are conducting Police Officer Oral Boards on January 21, 2016 to begin replenishing our entry level police officer eligibility list.
- One Police Officer Candidate and one Records Clerk Candidate are currently going through the background check process.
- Our WellCity Application for 2016 is due by February 1, 2016. Participation in WellCity helps to lower the City's medical insurance premiums.



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**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	12/15/2015, 12/31/2015	\$275,502.82
Payroll Checks	39543-39544, 39557-39558	\$8,024.61
Tax Deposit(s)	12/15/15, 12/31/15	\$109,002.29
Electronic Funds Transfers	ACH	\$164,988.56
Claims	39545-39556, 39559-39658	\$285,739.70
Void Checks	39414	(\$70.50)
Total Vouchers Approved:		\$843,187.48

This 12th day of January 2016:

 Mayor

 Councilmember

 Finance Director

 Councilmember

 Councilmember

 Councilmember



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Accounts Payable Checks and EFTs for period of 12/09/2015 to 12/31/2015

Invoice	AccountCode	Account Description	Item Description	Amount
Ace Hardware			Check 39559 12/31/2015	\$645.09
48910	001-007-558-50-31-01	PL-Operating Costs	Ceramic heater	\$43.43
49047	001-007-558-50-31-01	PL-Operating Costs	Doorbell - Permit Center	\$8.69
49043	001-007-558-50-31-01	PL-Operating Costs	Battery	\$3.84
49043	001-007-559-30-31-01	PB-Operating Cost	Battery	\$3.83
49047	001-007-559-30-31-01	PB-Operating Cost	Doorbell - Permit Center	\$8.67
48994	001-008-521-20-31-01	LE-Operating Costs	Light for Evidence Building	\$32.57
48855	001-008-521-20-31-01	LE-Operating Costs	Fasteners	\$16.81
48632	001-008-521-20-31-01	LE-Operating Costs	Key for Fairweather office	\$4.32
48878	001-008-521-20-31-01	LE-Operating Costs	Bolt for rack at Police Dept	\$6.55
48903	001-008-521-20-31-01	LE-Operating Costs	Antifreeze	\$16.28
49040	001-010-576-80-31-00	PK-Operating Costs	Toolbox	\$5.42
48995	001-012-569-00-31-00	CS-Aging Services-Supplies	Restroom light at Senior Center	\$86.87
49049	001-012-572-20-31-00	CS-Library-Office & Operating	Doorknob for Library	\$30.40
48892	001-012-572-20-31-00	CS-Library-Office & Operating	Door knob for Library	\$54.27
49053	001-012-572-20-31-00	CS-Library-Office & Operating	Keys for Library	\$6.58
48986	001-012-575-50-31-00	CS-Community Center-Ops	Hose Bib/Pipe tape-Community Center	\$40.03
48881	101-016-542-64-31-00	ST-Traffic Control - Supply	Flag markers	\$26.04
48638	101-016-542-64-31-00	ST-Traffic Control - Supply	Survey marking flags	\$26.04
49104	101-016-544-90-31-02	ST-Operating Cost	Velcro/offset screwdriver set/Impact driver ad	\$21.70
49093	101-016-544-90-31-02	ST-Operating Cost	Springs for Fuel Cabinet doors	\$3.47
49099	101-016-544-90-31-02	ST-Operating Cost	Springs for fuel cabinet doors	\$3.47

Invoice	AccountCode	Account Description	Item Description	Amount	
49042	101-016-544-90-31-02	ST-Operating Cost	Mech Tool Set	\$86.87	
49043	101-016-544-90-31-02	ST-Operating Cost	Battery	\$3.84	
48856	101-016-544-90-31-02	ST-Operating Cost	Halide bulb	(\$22.93)	
49040	101-016-544-90-31-02	ST-Operating Cost	Toolbox	\$5.43	
48820	101-016-544-90-31-02	ST-Operating Cost	Halide bulb/Twist lock light control	\$37.05	
48977	101-016-544-90-31-02	ST-Operating Cost	Reciprecating saw blade set	\$10.85	
49047	101-016-544-90-31-02	ST-Operating Cost	Doorbell - Permit Center	\$8.69	
49053	101-016-544-90-31-02	ST-Operating Cost	Toolbox organizer	\$5.38	
48820	410-016-531-10-31-02	SW-Operating Costs	Halide bulb/Twist lock light control	\$37.04	
49099	410-016-531-10-31-02	SW-Operating Costs	Springs for fuel cabinet doors	\$3.46	
49047	410-016-531-10-31-02	SW-Operating Costs	Doorbell - Permit Center	\$8.69	
49093	410-016-531-10-31-02	SW-Operating Costs	Springs for Fuel Cabinet doors	\$3.46	
48856	410-016-531-10-31-02	SW-Operating Costs	Halide bulb	(\$22.94)	
49043	410-016-531-10-31-02	SW-Operating Costs	Battery	\$3.84	
49053	410-016-531-10-31-02	SW-Operating Costs	Toolbox organizer	\$5.37	
49104	410-016-531-10-31-02	SW-Operating Costs	Velcro/offset screwdriver set/Impact driver ad	\$21.71	
ACES			Check 39560	12/31/2015	\$1,139.00
	001-005-517-60-31-00	HR-Safety Program	Saftey Mtg: Avoiding Electrical Shock	\$75.46	
	001-005-517-60-31-00	HR-Safety Program	Bucket Truck & Confined Space Training	\$109.17	
	101-016-517-60-31-00	ST-Safety Program	Bucket Truck & Confined Space Training	\$183.42	
	101-016-517-60-31-00	ST-Safety Program	Saftey Mtg: Avoiding Electrical Shock	\$126.77	
	101-016-542-30-49-01	ST-Staff Development	Bucket Truck & Confined Space Training	\$167.00	
	410-016-517-60-31-00	SW-Safety Program	Saftey Mtg: Avoiding Electrical Shock	\$126.77	
	410-016-517-60-31-00	SW-Safety Program	Bucket Truck & Confined Space Training	\$183.41	

Invoice	AccountCode	Account Description	Item Description	Amount
	410-016-531-10-49-01	SW-Staff Development	Bucket Truck & Confined Space Training	\$167.00
Advantage Building Services			Check 39561	12/31/2015
				\$651.70
2036	001-007-558-50-41-00	PL-Professional Servic	Janitorial Services	\$28.75
2036	001-007-559-30-41-00	PB-Professional Srv	Janitorial Services	\$28.75
2036	001-008-521-20-41-00	LE-Professional Services	Janitorial Services	\$300.00
2036	001-010-576-80-41-00	PK-Professional Services	Janitorial Services	\$19.16
2036	001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Services	\$115.00
2036	001-013-518-20-41-00	GG-Professional Service	Janitorial Services	\$156.00
2036	101-016-542-30-41-02	ST-Professional Service	Janitorial Services	\$19.17
2036	410-016-531-10-41-01	SW-Professional Services	Janitorial Services	\$19.17
2036	621-000-386-00-00-00	Retainage -Public Bldg Maint	Retainage-Advantage svcs	(\$34.30)
AFLAC			Check 0	12/31/2015
				\$1,471.74
42369	001-000-284-00-00-00	Payroll Liability Other	Employee paid Insurance Prem	\$1,471.74
Alexander Printing			Check 39562	12/31/2015
				\$147.42
45215	001-001-513-10-31-00	Executive - Supplies	Business cards - Spencer	\$51.87
44979	001-002-513-11-31-00	AD-Office Supply	Business cards - Swenson	\$51.87
45025	001-007-558-50-31-01	PL-Operating Costs	Business cards - Ashe	\$43.68
Anderson Jennifer			Check 39545	12/18/2015
				\$416.16
42339	001-000-284-00-00-00	Payroll Liability Other	Section 125 Dep Care reimb	\$416.16
Ashe Jeanie			Check 39563	12/31/2015
				\$70.00
	001-007-558-50-43-00	PL-Travel & Mtgs	Chamber meeting & EASC mtgs	\$70.00
Assoc of Washington Cities			Check 39564	12/31/2015
				\$45.00
38966	001-001-511-60-49-01	Legislative - Prof. Developmen	Elected Officials Essentials - McDaniel	\$45.00

Invoice	AccountCode	Account Description	Item Description	Amount	
Assoc of Washington Cities EFT			Check 0	12/31/2015	\$91,067.95
42369	001-000-283-00-00-00	Payroll Liability Medical	Medical Insurance Premium	\$91,068.07	
42369	001-013-518-30-20-00	GG-Benefits	Medical Insurance Premium	(\$0.12)	
Barron Heating & A/C Inc			Check 39565	12/31/2015	\$50.00
	001-000-322-10-00-00	Building Permits	Refund Permit-customer cancelled job	\$50.00	
Berg Janet			Check 39566	12/31/2015	\$2,007.94
42339	001-002-513-11-20-00	AD-Benefits	Medical Benifits December 2015-Berg	\$2,007.94	
Bills Blueprint			Check 39567	12/31/2015	\$32.71
521654	001-000-341-81-00-01	Duplicating Srv - PRR	Copies for Public Records Request	\$16.42	
522434	101-016-544-90-31-02	ST-Operating Cost	Duplicate Tenelco Construction plans	\$16.29	
Blumenthal Uniforms			Check 39568	12/31/2015	\$186.40
4623042	001-008-521-20-26-00	LE-Clothing	Handcuffs	\$68.31	
4614893	001-008-521-20-26-00	LE-Clothing	Hawk lapel mic	\$118.09	
Boy Scouts of America			Check 39569	12/31/2015	\$400.00
2015	001-008-521-20-49-00	LE-Miscellaneous	Recharter of Explorer Program for 2015	\$400.00	
Bruce C Allen & Assoc Inc			Check 39570	12/31/2015	\$2,500.00
	001-013-518-20-41-00	GG-Professional Service	Property Appraisal	\$2,500.00	
Business Card			Check 39546	12/18/2015	\$1,789.40
4396.8	001-001-513-10-49-01	Executive - Prof. Development	Elected Officials Training-Hilt	\$45.00	
9514.8	001-002-513-11-43-00	AD-Travel & Meetings	Mtg with OFM/Traffic Safety Commission/Lob	\$69.83	
4396.8	001-004-514-23-49-01	FI-Staff Development	Training-Clear Law Institute-Norris	\$149.00	
568.8	001-007-558-50-41-03	PL-Advertising	Mailer: LUA2015-0112 Cronin	\$17.89	
568.8	001-007-558-50-41-03	PL-Advertising	Mailer: LUA2015-0104 Cobalt	\$14.48	

Invoice	AccountCode	Account Description	Item Description	Amount	
1457.8	001-007-558-50-41-03	PL-Advertising	Mailing:LUA2011-0018 Tenelco	\$46.32	
4396.8	001-007-558-50-43-00	PL-Travel & Mtgs	Seattle Next Generation Reception-Ashe	\$35.00	
568.8	001-007-558-50-49-01	PL-Staff Development	Webinar:Land Use Case Law-Wright	\$35.00	
8877.8	001-008-521-20-31-01	LE-Operating Costs	Award for Officer of the Quarter	\$10.00	
8877.8	001-008-521-20-31-01	LE-Operating Costs	Blackhawk Tactical Backpack Kit-C	\$414.99	
8877.8	001-008-521-20-31-01	LE-Operating Costs	Award for Officer of the Quarter	\$17.37	
8877.8	001-008-521-20-31-01	LE-Operating Costs	Photo recovery program	\$29.00	
8877.8	001-008-521-20-31-01	LE-Operating Costs	Paint	\$39.09	
8877.8	001-008-521-20-31-01	LE-Operating Costs	Batteries and Halogen light bulb	\$73.98	
979.8	001-008-521-20-31-01	LE-Operating Costs	8 Tire Wall Mount tire rack	\$233.73	
8877.8	001-008-521-20-31-01	LE-Operating Costs	Annual charge for Survey services	\$300.00	
8877.8	001-008-521-20-41-00	LE-Professional Services	Database searches	\$54.30	
8877.8	001-008-521-20-41-00	LE-Professional Services	Database searches	\$54.30	
979.8	001-008-521-20-43-00	LE-Travel & Meetings	Meals at Training-Irwin/C Wells	\$15.90	
979.8	001-008-521-20-43-00	LE-Travel & Meetings	Dept recognition meeting	\$53.16	
8060.8	101-016-543-30-43-00	ST-Travel & Meetings	Parking at Sno Co for leg meeting	\$9.00	
8060.8	101-016-544-90-31-01	ST-Office Supplies	Yearly Wall Planner Calendar	\$12.38	
8060.8	101-016-544-90-31-01	ST-Office Supplies	Monitor stand	\$23.65	
8060.8	410-016-531-10-31-01	SW-Office Supplies	Monitor stand	\$23.65	
8060.8	410-016-531-10-31-01	SW-Office Supplies	Yearly Wall Planner Calendar	\$12.38	
Carquest Auto Parts Store			Check 39571	12/31/2015	\$146.36
	101-016-544-90-31-02	ST-Operating Cost	Blinker bulb	\$2.58	
	101-016-544-90-31-02	ST-Operating Cost	Taillight exchange	(\$0.01)	
	101-016-544-90-31-02	ST-Operating Cost	Marker lens PW39	\$1.33	

Invoice	AccountCode	Account Description	Item Description	Amount	
	101-016-544-90-31-02	ST-Operating Cost	Taillight for PW1	\$22.42	
	101-016-544-90-31-02	ST-Operating Cost	Oil/air filters for PW45	\$28.44	
	101-016-544-90-31-02	ST-Operating Cost	Hexbitset to repair PW45	\$18.43	
	410-016-531-10-31-02	SW-Operating Costs	Taillight exchange	(\$0.02)	
	410-016-531-10-31-02	SW-Operating Costs	Taillight for PW1	\$22.41	
	410-016-531-10-31-02	SW-Operating Costs	Oil/air filters for PW45	\$28.44	
	410-016-531-10-31-02	SW-Operating Costs	Hexbitset to repair PW45	\$18.43	
	410-016-531-10-31-02	SW-Operating Costs	Marker lens PW39	\$1.34	
	410-016-531-10-31-02	SW-Operating Costs	Blinker bulb	\$2.57	
CDW Government Inc			Check 39572	12/31/2015	\$1,810.60
	001-008-521-20-31-01	LE-Operating Costs	HP Color LJ printers CNB6HRB2RJ & CNB6HRB	\$1,057.07	
	001-008-521-20-31-01	LE-Operating Costs	Laptop car power adapter	\$145.67	
	001-008-521-20-31-01	LE-Operating Costs	APC Power Saving Backups PRO 1000	\$607.86	
Cemex			Check 39573	12/31/2015	\$4,708.36
9432387873	101-016-542-67-41-00	ST-Street Cleaning	Street sweepings disposal	\$2,354.18	
9432387873	410-016-531-10-41-03	SW-Street Cleaning	Street sweepings disposal	\$2,354.18	
Centro Print Solutions			Check 39574	12/31/2015	\$132.45
208179	001-004-514-23-31-00	FI-Office Supplies	Year tax forms-W2 & 1099	\$132.45	
CHS Engineers LLC			Check 39575	12/31/2015	\$371.13
42309	001-007-558-50-41-00	PL-Professional Servic	LUA2014-0086 Seattle Pacific BLA	\$371.13	
City of Everett			Check 39576	12/31/2015	\$620.00
	001-008-554-30-51-00	LE-Environmental-Animal Contr	Animal shelter services Nov 2015	\$620.00	
City of Marysville			Check 39577	12/31/2015	\$17,052.36

Invoice	AccountCode	Account Description	Item Description	Amount
	001-008-523-60-51-00	LE-Jail	Prisoner Housing Nov 2015	\$1,415.00
	001-008-523-60-51-00	LE-Jail	Prisoner Housing November 2015	\$11,643.18
	001-013-512-50-41-00	GG-Municipal Court Fees	Court Citations November 2015	\$3,994.18
Code Publishing Co			Check 39578	12/31/2015
				\$251.53
51556	001-003-514-20-41-00	CC-Professional Services	Municipal Code update ords 933-946	\$75.46
51662	001-003-514-20-41-00	CC-Professional Services	Municipal Code update-Ordinance 947	\$176.07
Comcast			Check 39547	12/18/2015
				\$108.96
	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
Comcast			Check 39548	12/18/2015
				\$149.08
	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic control signal	\$149.08
Comcast			Check 39579	12/31/2015
				\$607.12
	001-002-513-11-42-00	AD-Communications	Internet Service - All City	\$2.98
	001-003-514-20-42-00	CC-Communications	Internet Service - All City	\$8.94
	001-004-514-23-42-00	FI-Communications	Internet Service - All City	\$5.96
	001-005-518-10-42-00	HR-Communications	Internet Service - All City	\$2.98
	001-006-518-80-42-00	IT-Communications	Internet Service - All City	\$5.96
	001-007-558-50-42-00	PL-Communication	Internet Service - All City	\$23.83
	001-008-521-20-42-00	LE-Communication	Internet Service - All City	\$86.40
	001-008-521-20-42-00	LE-Communication	Internet services - Market Place	\$103.97
	001-008-521-20-42-00	LE-Communication	Internet services - N Lakeshore Dr	\$93.96
	001-010-576-80-42-00	PK-Communication	Internet Service - All City	\$3.97
	001-010-576-80-42-00	PK-Communication	Internet services - City Shop	\$36.32

Invoice	AccountCode	Account Description	Item Description	Amount	
	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic signal control	\$151.27	
	101-016-543-30-42-00	ST-Communications	Internet services - City Shop	\$36.32	
	101-016-543-30-42-00	ST-Communications	Internet Service - All City	\$3.97	
	410-016-531-10-42-00	SW-Communications	Internet Service - All City	\$3.97	
	410-016-531-10-42-00	SW-Communications	Internet services - City Shop	\$36.32	
Comdata Corporation			Check 39580	12/31/2015	\$25.60
20237555	001-008-521-20-32-00	LE-Fuel	Fuel	\$25.60	
ConfirmdeliveryCom			Check 39581	12/31/2015	\$125.41
1876	001-008-521-20-42-00	LE-Communication	Passport Mailing	\$125.41	
Crystal and Sierra Springs			Check 39549	12/18/2015	\$243.20
5249844120115	001-007-558-50-31-01	PL-Operating Costs	Bottled water	\$15.47	
5249844120115	001-007-559-30-31-01	PB-Operating Cost	Bottled water	\$15.47	
5249844120115	001-013-518-20-31-00	GG-Operating	Bottled water	\$61.89	
5249844120115	101-016-544-90-31-02	ST-Operating Cost	Bottled water	\$75.19	
5249844120115	410-016-531-10-31-02	SW-Operating Costs	Bottled water	\$75.18	
Dataquest LLC			Check 39582	12/31/2015	\$52.50
	001-007-559-30-41-00	PB-Professional Srv	New hire background check-Sniffen	\$52.50	
Dell Marketing LP			Check 39583	12/31/2015	\$3,658.88
	001-006-518-80-31-00	IT-Office Supplies	Wireless keyboard & mouse	\$75.14	
	001-008-521-20-31-00	LE-Office Supplies	2 OptiPlex 9030 computers	\$416.16	
	001-008-521-20-31-02	LE- Ops NW Computers	OptiPliex 9030 serial # 1LVB182	\$1,194.58	
	111-008-521-20-31-00	Drug Seize - Op Supplies	2 OptiPlex 9030 computers	\$1,973.00	
Dept of Retirement (Deferred Comp)			Check 0	12/18/2015	\$3,980.00

Invoice	AccountCode	Account Description	Item Description	Amount	
42353	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,240.00	
42369	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$1,740.00	
Dept of Retirement PERS LEOFF			Check 0	12/31/2015	\$59,681.05
42369	001-000-282-00-00-00	Payroll Liability Retirement	PERS LEOFF Contributions	\$59,681.05	
Dept of Revenue			Check 0	12/31/2015	\$614.29
	001-008-521-20-26-00	LE-Clothing	Use Taxes December 2015	\$62.78	
	001-008-521-20-31-01	LE-Operating Costs	Use Taxes December 2015	\$354.64	
	001-013-518-90-49-06	GG-Excise Tax	Excise Taxes December 2015	\$166.76	
	510-006-594-18-64-00	Capital - Purch Computer Equip	Use Taxes December 2015	\$30.11	
Dept of Revenue			Check 39584	12/31/2015	\$785.16
	633-013-586-00-00-05	Leasehold Excise Tax Remit	Q4 2015 Leashold Excise tax	\$785.16	
Dicks Towing			Check 39585	12/31/2015	\$491.40
148588	001-008-521-20-31-01	LE-Operating Costs	Towing services 2015-00203624	\$125.58	
148582	001-008-521-20-31-01	LE-Operating Costs	Towing services 2015-00203172	\$125.58	
154642	001-008-521-20-31-01	LE-Operating Costs	Towing services 2015-00203249	\$125.58	
153733	001-008-521-20-31-01	LE-Operating Costs	Towing services PT40	\$114.66	
Dynamic Technologies Inc			Check 39586	12/31/2015	\$3,890.00
14120	001-008-521-20-31-01	LE-Operating Costs	Digital Evidence Manager	\$3,890.00	
Edin Steven			Check 39587	12/31/2015	\$177.19
	001-005-517-90-41-00	HR-Wellness Program	Wellness event prize	\$75.00	
	001-005-517-90-41-00	HR-Wellness Program	Directors Cook off Prizes	\$75.00	
	001-008-521-20-31-00	LE-Office Supplies	Flash drives for Public Records Request	\$27.19	
EFTPS Electronic Federal Tax Pmt System			Check 0	12/18/2015	\$109,002.29

Invoice	AccountCode	Account Description	Item Description	Amount	
42353	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$53,541.05	
42369	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$55,461.24	
Ekemo Bill			Check 39588	12/31/2015	\$340.00
3410	001-008-521-20-41-00	LE-Professional Services	Pre-Employment Psych Eval - Fiske	\$340.00	
Electronic Business Machines			Check 39589	12/31/2015	\$682.62
	001-007-558-50-48-00	PL-Repairs & Maint.	Copier maintenance	\$29.93	
	001-007-559-30-48-00	PB-Repair & Maintenance	Copier maintenance	\$29.93	
	001-008-521-20-48-00	LE- Equip Repair & Maintenance	Copier maintenance	\$301.39	
	001-013-518-20-48-00	GG-Repair & Maintenance	Copier maintenance	\$261.52	
	101-016-542-30-48-00	ST-Repair & Maintenance	Copier maintenance	\$29.93	
	410-016-531-10-48-00	SW-Repairs & Maintenance	Copier maintenance	\$29.92	
Everett Stamp Works			Check 39590	12/31/2015	\$19.44
17244	001-001-513-10-31-00	Executive - Supplies	Sign - Mayor	\$19.44	
Evergreen State Heat			Check 39591	12/31/2015	\$195.48
29839	001-013-518-20-48-00	GG-Repair & Maintenance	HVAC filters	\$195.48	
Feldman and Lee			Check 39592	12/31/2015	\$9,000.00
42339	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender Services for Dec 2015	\$9,000.00	
Frontier			Check 39593	12/31/2015	\$145.50
	001-013-518-20-42-00	GG-Communication	Telephone services	\$27.56	
	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic control modem	\$62.82	
	101-016-543-30-42-00	ST-Communications	Telephone services	\$27.56	
	410-016-531-10-42-00	SW-Communications	Telephone services	\$27.56	
Grainger			Check 39594	12/31/2015	\$847.58

Invoice	AccountCode	Account Description	Item Description	Amount
9922144549	001-010-576-80-31-00	PK-Operating Costs	Junction box	\$17.24
9924703300	001-010-576-80-31-00	PK-Operating Costs	Bar & Chain oil	\$7.96
9915884929	001-010-576-80-31-00	PK-Operating Costs	400W inverter	\$25.46
9926993545	001-010-576-80-31-00	PK-Operating Costs	Marking Chalk	\$10.31
9914991998	001-010-576-80-31-00	PK-Operating Costs	2 cycle oil	\$32.85
9909355472	001-010-576-80-31-00	PK-Operating Costs	Light bulbs	\$26.62
9908412241	001-010-576-80-31-00	PK-Operating Costs	Tarps	\$11.79
9926993537	101-016-544-90-31-02	ST-Operating Cost	Marking chalk	\$8.01
9927061102	101-016-544-90-31-02	ST-Operating Cost	Industrial headlamp	\$47.28
9926993545	101-016-544-90-31-02	ST-Operating Cost	Marking Chalk	\$10.32
9909355472	101-016-544-90-31-02	ST-Operating Cost	Light bulbs	\$26.62
9922144549	101-016-544-90-31-02	ST-Operating Cost	Junction box	\$17.24
9908378533	101-016-544-90-31-02	ST-Operating Cost	Industrial Headlamp LED	\$47.29
9908412241	101-016-544-90-31-02	ST-Operating Cost	Tarps	\$11.78
9904134120	101-016-544-90-31-02	ST-Operating Cost	Mesh screen	\$22.14
9900273476	101-016-544-90-31-02	ST-Operating Cost	Nylon Bull rope	\$100.74
9924703300	101-016-544-90-31-02	ST-Operating Cost	Bar & Chain oil	\$7.96
9915884929	101-016-544-90-31-02	ST-Operating Cost	400W inverter	\$25.46
9914991998	101-016-544-90-31-02	ST-Operating Cost	2 cycle oil	\$32.84
9924703300	410-016-531-10-31-02	SW-Operating Costs	Bar & Chain oil	\$7.95
9922144549	410-016-531-10-31-02	SW-Operating Costs	Junction box	\$17.24
9926993545	410-016-531-10-31-02	SW-Operating Costs	Marking Chalk	\$10.32
9927061102	410-016-531-10-31-02	SW-Operating Costs	Industrial headlamp	\$47.29
9909355472	410-016-531-10-31-02	SW-Operating Costs	Light bulbs	\$26.62

Invoice	AccountCode	Account Description	Item Description	Amount	
9908412241	410-016-531-10-31-02	SW-Operating Costs	Tarps	\$11.78	
9908378533	410-016-531-10-31-02	SW-Operating Costs	Industrial Headlamp LED	\$47.28	
9904134120	410-016-531-10-31-02	SW-Operating Costs	Mesh screen	\$22.15	
9914991998	410-016-531-10-31-02	SW-Operating Costs	2 cycle oil	\$32.84	
9915884929	410-016-531-10-31-02	SW-Operating Costs	400W inverter	\$25.47	
9926993537	410-016-531-10-31-02	SW-Operating Costs	Marking chalk	\$8.00	
9900273476	410-016-531-10-31-02	SW-Operating Costs	Nylon Bull rope	\$100.73	
Granite Construction Supply			Check 39595	12/31/2015	\$181.37
	101-016-542-64-31-00	ST-Traffic Control - Supply	Sign - North Cascades Crew	\$16.29	
	101-016-542-64-31-00	ST-Traffic Control - Supply	Sign - Max Load	\$120.55	
	101-016-542-90-31-01	ST-Clothing	Boots	\$44.53	
Griffen Chris L			Check 39596	12/31/2015	\$900.00
	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender Services	\$300.00	
	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender Services	\$300.00	
	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender Services	\$300.00	
Group Health Coop			Check 39597	12/31/2015	\$838.00
74009288	001-008-521-20-41-00	LE-Professional Services	New Employee physical-Fiske	\$743.00	
74009288	101-016-542-30-41-02	ST-Professional Service	Employee drug screening	\$47.50	
74009288	410-016-531-10-41-01	SW-Professional Services	Employee drug screening	\$47.50	
Honey Bucket			Check 39598	12/31/2015	\$2,168.00
	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket rental - Boat Launch	\$136.00	
	001-012-571-20-45-00	CS-Special Event-Eqp Rent	Biggest Loser Run Walk	\$2,032.00	
Hunter Theodore			Check 39599	12/31/2015	\$4,000.00
1794	001-007-558-60-41-02	PL-Prof Serv-Hearing E	Hearing Examiner services LUA2015-71 & LUA	\$4,000.00	

Invoice	AccountCode	Account Description	Item Description	Amount	
HWA Geosciences Inc			Check 39600	12/31/2015	\$4,794.86
26331	101-016-542-30-41-02	ST-Professional Service	24th Street SE-Geotechnical review	\$362.22	
26245	101-016-544-20-41-00	ST-Prof Srv - Engineering	24th St SE-Prelim Geotechnical Review	\$4,432.64	
Industrial Supply Inc			Check 39601	12/31/2015	\$264.40
569730	001-010-576-80-31-01	PK-Ops-Clothing	Overalls and Jacket	\$48.32	
569731	001-010-576-80-31-01	PK-Ops-Clothing	Pants and Rain Jacket	\$39.81	
569731	101-016-542-90-31-01	ST-Clothing	Pants and Rain Jacket	\$39.81	
569730	101-016-542-90-31-01	ST-Clothing	Overalls and Jacket	\$48.33	
569730	410-016-531-10-31-00	SW-Clothing	Overalls and Jacket	\$48.33	
569731	410-016-531-10-31-00	SW-Clothing	Pants and Rain Jacket	\$39.80	
Integra Telecom Inc			Check 39602	12/31/2015	\$1,202.21
13512574	001-002-513-11-42-00	AD-Communications	Telephone Service	\$17.67	
13512574	001-003-514-20-42-00	CC-Communications	Telephone Service	\$35.34	
13512574	001-004-514-23-42-00	FI-Communications	Telephone Service	\$35.34	
13512574	001-005-518-10-42-00	HR-Communications	Telephone Service	\$17.67	
13512574	001-006-518-80-42-00	IT-Communications	Telephone Service	\$53.02	
13512574	001-007-558-50-42-00	PL-Communication	Telephone Service	\$114.93	
13512574	001-007-559-30-42-00	PB-Communication	Telephone Service	\$17.68	
13512574	001-008-521-20-42-00	LE-Communication	Telephone Service	\$601.10	
13512574	001-012-575-30-42-00	CS-Historical-Communications	Telephone Service Museum	\$17.68	
13512574	001-012-575-50-42-00	CS-Community Center - Comm	Telephone Service Senior Ctr	\$17.67	
13512574	001-013-518-20-42-00	GG-Communication	Telephone Service	\$70.69	
13512574	101-016-543-30-42-00	ST-Communications	Telephone Service Shop	\$101.71	
13512574	410-016-531-10-42-00	SW-Communications	Telephone Service Shop	\$101.71	

Invoice	AccountCode	Account Description	Item Description	Amount	
J Thayer Company			Check 39603	12/31/2015	\$1,065.81
	001-003-514-20-31-00	CC-Office Supply	Wall panel clip/cd covers/report cover	\$60.65	
	001-003-514-20-31-00	CC-Office Supply	CD cases/Report covers/Wall clips	\$60.65	
	001-004-514-23-31-00	FI-Office Supplies	Ergonomic footrest	\$71.31	
	001-007-558-50-31-00	PL-Office Supplies	Folders/pens/mailers/calendars	\$172.74	
	001-007-559-30-31-00	PB-Office Supplies	Clasp envelopes	\$15.83	
	001-007-559-30-31-00	PB-Office Supplies	Clasp envelopes	(\$20.62)	
	001-007-559-30-31-00	PB-Office Supplies	Folders/envelopes/Labels/calendars	\$224.20	
	001-008-521-20-31-00	LE-Office Supplies	Paper/notebooks/legal pads/Clips/Report cov	\$771.87	
	001-008-521-20-31-00	LE-Office Supplies	Return chair mats	(\$325.61)	
	001-013-518-20-31-00	GG-Operating	Tape/Glue stick/Blank Certificate forms	\$34.79	
Johns Cleaning Service			Check 39604	12/31/2015	\$215.99
1676	001-008-521-20-26-00	LE-Clothing	Uniform cleaning November 2015	\$73.91	
1693	001-008-521-20-26-00	LE-Clothing	Uniform cleaning December 2015	\$142.08	
Kroesen's Uniforms			Check 39605	12/31/2015	\$3,314.22
30182	001-008-521-20-26-00	LE-Clothing	Armored vest - Fiske	\$867.71	
29619	001-008-521-20-26-00	LE-Clothing	Uniform items-Fiske	\$710.73	
29924	001-008-521-20-26-00	LE-Clothing	Uniform items-Fiske	\$510.77	
29981	001-008-521-20-26-00	LE-Clothing	Traffic vests	\$954.59	
30102	001-008-521-20-26-00	LE-Clothing	Shirts-Anderson	\$90.14	
30101	001-008-521-20-26-00	LE-Clothing	Shirts-Ubert	\$90.14	
30100	001-008-521-20-26-00	LE-Clothing	Shirts-Smith	\$90.14	
Lake Stevens Chamber of Commer			Check 39606	12/31/2015	\$50.00
	001-002-513-11-43-00	AD-Travel & Meetings	Registration - Holiday Gala - Swenson	\$25.00	

Invoice	AccountCode	Account Description	Item Description	Amount
	001-007-558-50-43-00	PL-Travel & Mtgs	Registration - Holiday Gala - Ashe	\$25.00
Lake Stevens Fire			Check 39607	12/31/2015
	9032	001-013-518-20-31-00	GG-Operating	Annual fire inspection - City Hall
				\$95.00
Lake Stevens Ledger			Check 39608	12/31/2015
	1666	001-013-518-30-41-01	GG-Advertising	Bid for qualified newspaper
				\$155.25
	1628	001-013-518-30-41-01	GG-Advertising	Bid for qualified newspaper
				\$155.25
	1601	101-016-542-30-41-01	ST-Advertising	20th Street Open House
				\$25.00
Lake Stevens Mini Mart			Check 39609	12/31/2015
	42326	101-016-542-30-32-00	ST-Fuel	Fuel for PW46
				\$15.00
	42326	410-016-531-10-32-00	SW-Fuel	Fuel for PW46
				\$15.00
Lake Stevens Police Guild			Check 39550	12/18/2015
	42353	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues
				\$882.50
Lake Stevens Police Guild			Check 39610	12/31/2015
	42369	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues
				\$941.00
Lake Stevens School District			Check 39611	12/31/2015
	1215156	001-001-511-60-45-01	Legislative - Rentals	Council chamber rental November 2015
				\$75.00
Lake Stevens Sewer District			Check 39551	12/18/2015
	42339	001-008-521-50-47-00	LE-Utilities	Sewer - N Lakeshore Dr
				\$80.00
	42339	001-008-521-50-47-00	LE-Utilities	Sewer - Police Station
				\$80.00
	42339	001-010-576-80-47-00	PK-Utilities	Sewer - Lundeen Park
				\$160.00
	42339	001-012-572-20-47-00	CS-Library-Utilities	Sewer - Library
				\$80.00
	42339	001-013-518-20-47-00	GG-Utilities	Sewer - Family Center
				\$80.00
	42339	001-013-518-20-47-00	GG-Utilities	Sewer - Permit Center
				\$80.00

Invoice	AccountCode	Account Description	Item Description	Amount
42339	001-013-518-20-47-00	GG-Utilities	Sewer - City Hall	\$160.00
42339	101-016-543-50-47-00	ST-Utilities	Sewer - 99th Ave SE Property	\$80.00
Lake Stevens Sewer District			Check 39552	12/18/2015
			\$12,742.58	
	510-006-594-18-64-00	Capital - Purch Computer Equip	Surplus Generator	\$12,742.58
Lemay Mobile Shredding			Check 39612	12/31/2015
			\$13.68	
4459896	001-008-521-20-31-01	LE-Operating Costs	Shredding services	\$9.12
4459897	001-013-518-20-31-00	GG-Operating	Shredding services	\$4.56
Les Schwab Tire Center			Check 39613	12/31/2015
			\$106.05	
40200252840	101-016-542-30-48-00	ST-Repair & Maintenance	Wheel balance	\$22.48
40200253567	101-016-542-30-48-00	ST-Repair & Maintenance	Tire alignment	\$30.55
40200252840	410-016-531-10-48-00	SW-Repairs & Maintenance	Wheel balance	\$22.48
40200253567	410-016-531-10-48-00	SW-Repairs & Maintenance	Tire alignment	\$30.54
Low Samuel			Check 39614	12/31/2015
			\$1,022.32	
	001-001-511-60-43-00	Legislative - Travel & Mtgs	Hotel at Smart Cities Conference-Low	\$547.32
	001-001-511-60-49-01	Legislative - Prof. Developmen	Registration Smart Cities Conference-Low	\$475.00
Lowes Companies			Check 39615	12/31/2015
			\$159.40	
920918	001-007-559-30-31-01	PB-Operating Cost	60 inch stakes	\$33.11
965912	101-016-544-90-31-02	ST-Operating Cost	Halide bulb	\$16.73
920183	101-016-544-90-31-02	ST-Operating Cost	Lumber 2x4 studs	\$46.42
920183	410-016-531-10-31-02	SW-Operating Costs	Lumber 2x4 studs	\$46.42
965912	410-016-531-10-31-02	SW-Operating Costs	Halide bulb	\$16.72
Monroe Correctional Complex			Check 39616	12/31/2015
			\$602.51	
	001-008-521-20-48-00	LE- Equip Repair & Maintenance	DOC Work crew services	\$64.29

Invoice	AccountCode	Account Description	Item Description	Amount
	001-010-576-80-48-00	PK-Repair & Maintenance	DOC Work crew services	\$88.13
	101-016-542-30-48-00	ST-Repair & Maintenance	DOC Work crew services	\$190.52
	410-016-531-10-48-00	SW-Repairs & Maintenance	DOC Work crew services	\$259.57
Nationwide Retirement Solution			Check 0	12/18/2015
				\$2,500.00
42353	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$1,250.00
42369	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$1,250.00
Northend Truck Equipment Inc			Check 39617	12/31/2015
				\$410.11
1031982	101-016-542-30-48-00	ST-Repair & Maintenance	Throttle control repair - PW42 Sander	\$205.06
1031982	410-016-531-10-48-00	SW-Repairs & Maintenance	Throttle control repair - PW42 Sander	\$205.05
Outcomes by Levy LLC			Check 39618	12/31/2015
				\$10,753.61
	001-013-511-20-41-02	GG-Advisory Srv - Lobbying	Legislative Lobbying services November 2015	\$5,490.45
	001-013-511-20-41-02	GG-Advisory Srv - Lobbying	Legislative lobbying services-December 2015	\$5,263.16
Pacific Power Batteries			Check 39619	12/31/2015
				\$345.95
12223146	001-010-576-80-31-00	PK-Operating Costs	Battery charger	\$4.36
86356	001-010-576-80-31-00	PK-Operating Costs	Battery charger & connection	\$24.98
86941	001-010-576-80-31-00	PK-Operating Costs	Battery charger	\$14.14
86941	101-016-544-90-31-02	ST-Operating Cost	Battery charger	\$14.14
12221874	101-016-544-90-31-02	ST-Operating Cost	Lithium 20V Battery/USB charger/Micro cable	\$49.48
12221965	101-016-544-90-31-02	ST-Operating Cost	Dewalt tool Battery to C	\$7.56
12221972	101-016-544-90-31-02	ST-Operating Cost	USB charger	\$5.01
12221621	101-016-544-90-31-02	ST-Operating Cost	Dewalt tool Battery to C/Battery/Core charge	\$45.71
86356	101-016-544-90-31-02	ST-Operating Cost	Battery charger & connection	\$24.99
12223146	101-016-544-90-31-02	ST-Operating Cost	Battery charger	\$4.35
12221874	410-016-531-10-31-02	SW-Operating Costs	Lithium 20V Battery/USB charger/Micro cable	\$49.47

Invoice	AccountCode	Account Description	Item Description	Amount	
12221965	410-016-531-10-31-02	SW-Operating Costs	Dewalt tool Battery to C	\$7.56	
86356	410-016-531-10-31-02	SW-Operating Costs	Battery charger & connection	\$24.99	
12221972	410-016-531-10-31-02	SW-Operating Costs	USB charger	\$5.00	
12223146	410-016-531-10-31-02	SW-Operating Costs	Battery charger	\$4.35	
12221621	410-016-531-10-31-02	SW-Operating Costs	Dewalt tool Battery to C/Battery/Core charge	\$45.71	
86941	410-016-531-10-31-02	SW-Operating Costs	Battery charger	\$14.15	
Pacific Rim Code Services Inc			Check 39620	12/31/2015	\$15,766.24
42309	001-007-559-30-41-00	PB-Professional Srv	Building Plan Reviews November 2015	\$4,235.09	
42339	001-007-559-30-41-00	PB-Professional Srv	Plan reviews - Dec 2015	\$11,531.15	
Partsmaster			Check 39621	12/31/2015	\$798.92
20967375	101-016-544-90-31-02	ST-Operating Cost	Aire Wrench sets/Sockets	\$399.46	
20967375	410-016-531-10-31-02	SW-Operating Costs	Aire Wrench sets/Sockets	\$399.46	
Perteet Engineering Inc			Check 39622	12/31/2015	\$24,091.87
	301-016-544-40-41-00	Street Op - Planning -Design	20th Street SE Phase II-Seg 1	\$24,091.87	
Pitney Bowes			Check 39623	12/31/2015	\$113.10
	001-013-518-20-45-00	GG-Equipment Rental	Postage machine rental	\$113.10	
Platt Electric Supply			Check 39624	12/31/2015	\$88.35
	001-008-521-20-31-01	LE-Operating Costs	Photocell lightbulb	\$23.11	
	001-010-576-80-31-03	PK-Lundeen-Op Costs	Outside light - Lundeen Park	\$65.24	
Prothman			Check 39553	12/18/2015	\$7,519.00
	001-002-513-11-41-00	AD-Professional Services	Municipal Consulting services 11/21-12/4/15	\$7,519.00	
Prothman			Check 39625	12/31/2015	\$8,755.00
	001-002-513-11-41-00	AD-Professional Services	Municipal Consulting - 12/5-12/18/15	\$8,755.00	

Invoice	AccountCode	Account Description	Item Description	Amount	
Public Safety Testing Inc			Check 39626	12/31/2015	\$872.20
	001-005-521-11-41-00	HR-Civil - Professional Srv	Q4 2015 Recruiting Assistance		\$425.00
	001-008-521-20-41-00	LE-Professional Services	Background check - Breese		\$447.20
Puget Sound Energy			Check 39627	12/31/2015	\$320.89
	001-008-521-50-47-00	LE-Utilities	Natural gas - North Lakeshore Dr		\$183.48
	001-010-576-80-47-00	PK-Utilities	Natural gas - City Shop		\$45.80
	101-016-543-50-47-00	ST-Utilities	Natural gas - City Shop		\$45.80
	410-016-531-10-47-00	SW-Utilities	Natural gas - City Shop		\$45.81
Purchase Power			Check 39628	12/31/2015	\$350.00
42362	001-007-558-50-42-00	PL-Communication	Postage		\$48.45
42362	001-008-521-20-42-00	LE-Communication	Postage		\$1.93
42362	001-013-518-20-42-00	GG-Communication	Postage		\$281.38
42362	101-016-543-30-42-00	ST-Communications	Postage		\$9.12
42362	410-016-531-10-42-00	SW-Communications	Postage		\$9.12
Right On Heating & Sheet Metal Inc			Check 39629	12/31/2015	\$257.38
20707	001-012-569-00-48-00	CS-Aging Services R&M	Thermostat repair at Senior Center		\$257.38
Robinson Noble			Check 39630	12/31/2015	\$1,706.04
	101-016-595-61-64-41	ST - Cap - Grade Road	Grade Road Embankment Repair		\$1,706.04
S Morris Co			Check 39631	12/31/2015	\$27.30
182374	101-016-542-30-41-02	ST-Professional Service	Dead animal disposal		\$27.30
Six Robblees Inc			Check 39632	12/31/2015	\$119.10
	001-010-576-80-31-00	PK-Operating Costs	Receiver/extension/LED lights for PW37		\$119.10
Snohomish County Cities			Check 39554	12/18/2015	\$175.00

Invoice	AccountCode	Account Description	Item Description	Amount
	001-001-511-60-43-00	Legislative - Travel & Mtgs	SCC mtg 11/12/15	\$140.00
	001-007-558-50-43-00	PL-Travel & Mtgs	SCC mtg 11/12/15	\$35.00
Snohomish County Human Service			Check 39633	12/31/2015
	001-013-566-00-51-00	GG-Liquor Tax to SnoCo	Q3 2015 Liquor Excise tax	\$1,945.04
Snohomish County Planning			Check 39634	12/31/2015
	001-007-559-30-41-00	PB-Professional Srv	Building inspections/plan reviews Nov 2015	\$2,847.50
Snohomish County PUD			Check 39555	12/18/2015
124289242	001-008-521-50-47-00	LE-Utilities	200558690	\$62.30
150619353	001-010-576-80-47-00	PK-Utilities	202513354	\$18.93
163482939	001-010-576-80-47-00	PK-Utilities	203531959	\$39.36
120977588	001-010-576-80-47-00	PK-Utilities	200748721	\$48.56
124291622	001-010-576-80-47-00	PK-Utilities	201513934	\$18.92
134200015	001-012-575-30-47-00	CS-Historical-Utilities	202289237	\$40.31
111024533	001-012-575-50-47-00	CS-Community Center-Utilities	200860922	\$325.55
134200015	001-012-575-51-47-00	CS-Grimm House Expenses	202289237	\$40.30
147336849	001-013-518-20-47-00	GG-Utilities	201956075	\$29.16
166752834	101-016-542-63-47-00	ST-Lighting - Utilities	203730189	\$79.49
163483149	101-016-542-63-47-00	ST-Lighting - Utilities	203731153	\$173.99
147334569	101-016-542-63-47-00	ST-Lighting - Utilities	202648101	\$1,057.77
157064015	101-016-542-63-47-00	ST-Lighting - Utilities	204719074	\$19.72
147334631	101-016-542-63-47-00	ST-Lighting - Utilities	202670725	\$1,181.12
130907537	101-016-542-63-47-00	ST-Lighting - Utilities	201595113	\$293.65
100195999	101-016-542-63-47-00	ST-Lighting - Utilities	202624367	\$9,797.20
134198324	101-016-542-63-47-00	ST-Lighting - Utilities	201973682	\$44.73

Invoice	AccountCode	Account Description	Item Description	Amount	
Snohomish County PUD			Check 39635	12/31/2015	\$5,406.94
163489747	001-008-521-50-47-00	LE-Utilities	203033030		\$83.81
153878861	001-008-521-50-47-00	LE-Utilities	202766820		\$779.12
111036927	001-008-521-50-47-00	LE-Utilities	200558690		\$69.07
140734124	001-010-576-80-47-00	PK-Utilities	205395999		\$149.54
144049676	001-010-576-80-47-00	PK-Utilities	202340527		\$9.29
107715259	001-010-576-80-47-00	PK-Utilities	200493443		\$18.92
144046859	001-010-576-80-47-00	PK-Utilities	203599006		\$177.88
166765710	001-010-576-80-47-00	PK-Utilities	203203245		\$250.57
107710230	001-012-572-20-47-00	CS-Library-Utilities	200206977		\$411.60
130909778	001-013-518-20-47-00	GG-Utilities	201783685		\$165.24
107710230	001-013-518-20-47-00	GG-Utilities	200206977		\$99.50
104376025	001-013-518-20-47-00	GG-Utilities	200245215		\$336.06
107710226	001-013-518-20-47-00	GG-Utilities	200206019		\$344.15
104376230	001-013-518-20-47-00	GG-Utilities	200321172		\$281.65
147348775	101-016-542-63-47-00	ST-Lighting - Utilities	203730189		\$95.82
160284509	101-016-542-63-47-00	ST-Lighting - Utilities	202988481		\$310.77
147348778	101-016-542-63-47-00	ST-Lighting - Utilities	203731153		\$117.31
144049676	101-016-542-63-47-00	ST-Lighting - Utilities	202340527		\$9.29
140730389	101-016-542-63-47-00	ST-Lighting - Utilities	202013249		\$107.43
150631319	101-016-542-63-47-00	ST-Lighting - Utilities	203582010		\$125.59
127603561	101-016-542-63-47-00	ST-Lighting - Utilities	202342622		\$98.88
114343340	101-016-542-63-47-00	ST-Lighting - Utilities	200178218		\$167.37
104379842	101-016-542-63-47-00	ST-Lighting - Utilities	200363505		\$84.22

Invoice	AccountCode	Account Description	Item Description	Amount	
147341833	101-016-542-63-47-00	ST-Lighting - Utilities	202648705	\$67.07	
134204710	101-016-542-63-47-00	ST-Lighting - Utilities	205320781	\$86.97	
153873059	101-016-542-63-47-00	ST-Lighting - Utilities	203115522	\$215.03	
147336513	101-016-542-63-47-00	ST-Lighting - Utilities	201860178	\$231.99	
117658980	101-016-542-63-47-00	ST-Lighting - Utilities	205338056	\$88.01	
163493915	101-016-542-63-47-00	ST-Lighting - Utilities	203728159	\$59.75	
144046859	101-016-543-50-47-00	ST-Utilities	203599006	\$177.88	
144046859	410-016-531-10-47-00	SW-Utilities	203599006	\$177.87	
144049676	410-016-531-10-47-00	SW-Utilities	202340527	\$9.29	
Snohomish County PW S			Check 39636	12/31/2015	\$5,323.89
	101-016-542-30-41-02	ST-Professional Service	Guardrail repair & bridge inspection	\$215.99	
	101-016-542-30-41-02	ST-Professional Service	Guardrail repair & bridge inspection	\$817.21	
	101-016-542-64-48-00	ST-Traffic Control - R&M	Traffic signal repair	\$1,721.56	
	101-016-542-64-48-00	ST-Traffic Control - R&M	Signal repair & maintenance	\$1,621.89	
	101-016-542-64-48-01	ST-Traf Control - Guardrail	Guardrail repair & bridge inspection	\$947.24	
Snohomish County PW V			Check 39637	12/31/2015	\$18,389.35
	001-008-521-20-48-00	LE- Equip Repair & Maintenance	Vehicle repair & maintenance	\$4,300.95	
	001-008-521-21-48-00	LE-Boating Repair & Maint	Boat repair & maintenance	\$1,008.32	
	101-016-542-30-48-00	ST-Repair & Maintenance	Vehicle repair & maintenance	\$8,929.18	
	410-016-531-10-48-00	SW-Repairs & Maintenance	Vehicle repair & maintenance	\$4,150.90	
Snopac			Check 39638	12/31/2015	\$26,965.37
7891	001-008-528-00-51-00	LE-Snopac Dispatch	Dispatch services	\$26,965.37	
Sound Publishing Inc			Check 39639	12/31/2015	\$772.24
	001-004-514-23-41-01	FI-Advertising	Ordinance No. 946	\$24.20	

Invoice	AccountCode	Account Description	Item Description	Amount
	001-004-514-23-41-01	FI-Advertising	Ordinance No. 943	\$19.04
	001-007-558-50-41-03	PL-Advertising	LUA2015-0104 Cobalt Cup	\$94.72
	001-007-558-50-41-03	PL-Advertising	Ordinance 947	\$32.80
	001-007-558-50-41-03	PL-Advertising	LUA2015-0101-Soper Hill Road Grading Permit	\$101.60
	001-007-558-50-41-03	PL-Advertising	LUA2015-0042-HUR Impervious Surface Allow	\$82.56
	001-007-558-50-41-03	PL-Advertising	LUA2015-0115-Lee Hinds Final Short Plat	\$68.80
	001-007-558-50-41-03	PL-Advertising	LUA2015-0112 Cronin Prelim Short Plat	\$67.20
	001-007-558-50-41-03	PL-Advertising	Public Hearing-Retail Marijuana Moratorium	\$70.64
	001-012-572-20-31-00	CS-Library-Office & Operating	Library Board Openings	\$74.08
	001-013-518-30-41-01	GG-Advertising	Ordinance No. 945	\$20.76
	001-013-518-30-41-01	GG-Advertising	Public Notice-Council Meeting cancellation	\$17.32
	001-013-518-30-41-01	GG-Advertising	Public Notice Special Meeting Audit Exit Confe	\$34.52
	001-013-518-30-41-01	GG-Advertising	Public Notice Meeting cancelation	\$20.76
	101-016-542-30-41-01	ST-Advertising	Public Hearing-6 yr Transportation Plan	\$19.04
	410-016-531-10-41-05	SW-Advertising	City Notice-SOQ for Eurasian Watermilfoil Con	\$24.20
Standard Insurance Company			Check 0	12/31/2015
	42369	001-000-284-00-00-00	Payroll Liability Other	Life/Disability Ins Premiums \$148.00
	42369	001-002-513-11-20-00	AD-Benefits	Life/Disability Ins Premiums \$0.00
	42369	001-003-514-20-20-00	CC-Benefits	Life/Disability Ins Premiums \$102.52
	42369	001-004-514-23-20-00	FI-Benefits	Life/Disability Ins Premiums \$116.20
	42369	001-005-518-10-20-00	HR-Benefits	Life/Disability Ins Premiums \$70.67
	42369	001-006-518-80-20-00	IT-Benefits	Life/Disability Ins Premiums \$135.76
	42369	001-007-558-50-20-00	PL-Benefits	Life/Disability Ins Premiums \$369.98
	42369	001-007-559-30-20-00	PB-Benefits	Life/Disability Ins Premiums \$45.76

Invoice	AccountCode	Account Description	Item Description	Amount	
42369	001-008-521-20-20-00	LE-Benefits	Life/Disability Ins Premiums	\$2,547.76	
42369	001-010-576-80-20-00	PK-Benefits	Life/Disability Ins Premiums	\$15.61	
42369	001-013-518-30-20-00	GG-Benefits	Life/Disability Ins Premiums	\$21.90	
42369	101-016-542-30-20-00	ST-Benefits	Life/Disability Ins Premiums	\$629.02	
42369	401-070-535-10-20-00	SE-Benefits	Life/Disability Ins Premiums	\$39.53	
42369	410-016-531-10-20-00	SW-Benefits	Life/Disability Ins Premiums	\$625.90	
Staples			Check 39640	12/31/2015	\$157.90
3286041089	001-001-513-10-49-05	Executive - Board Appreciation	Award Plaque	\$40.38	
3285986066	001-003-514-20-31-00	CC-Office Supply	Mouse pad/wireless keyboards/mouse combo	\$158.87	
3285140561	001-003-514-20-31-00	CC-Office Supply	Return Monitor privacy filter	(\$103.65)	
3285140561	001-004-514-23-31-00	FI-Office Supplies	Return Monitor privacy filter	(\$66.24)	
3285986066	001-004-514-23-31-00	FI-Office Supplies	Highlighters/Chairmat/Pens	\$49.97	
3287191290	001-008-521-20-31-00	LE-Office Supplies	office supplies	\$71.63	
3285986066	001-013-518-20-31-00	GG-Operating	Mouse pad	\$6.94	
State Auditors Office			Check 39641	12/31/2015	\$5,693.95
	001-004-514-23-41-00	FI-Professional Service	Audit services 2013-2014	\$5,693.95	
Symbol Arts			Check 39642	12/31/2015	\$2,053.00
	001-008-521-20-26-00	LE-Clothing	Patches	\$1,323.00	
	001-008-521-20-26-00	LE-Clothing	Uniform shoulder patches	\$730.00	
Tab Products Co LLC			Check 39643	12/31/2015	\$460.55
2314072	001-008-521-20-31-00	LE-Office Supplies	Inkjet printer	\$460.55	
Tacoma Screw Products Inc			Check 39644	12/31/2015	\$401.62
18101318	001-010-576-80-31-00	PK-Operating Costs	Bolts/nuts/snap links/quick links/hose nipples	\$31.06	
18100066	001-010-576-80-31-00	PK-Operating Costs	Earplugs	\$27.60	

Invoice	AccountCode	Account Description	Item Description	Amount	
18099515	001-010-576-80-31-00	PK-Operating Costs	Nitrile gloves	\$20.04	
18099785	001-010-576-80-31-00	PK-Operating Costs	Tire air gauge and recalibration	\$26.66	
18101318	101-016-544-90-31-02	ST-Operating Cost	Bolts/nuts/snap links/quick links/hose nipples	\$31.06	
18098672	101-016-544-90-31-02	ST-Operating Cost	Prtable work light	\$42.77	
18099785	101-016-544-90-31-02	ST-Operating Cost	Tire air gauge and recalibration	\$26.66	
18099515	101-016-544-90-31-02	ST-Operating Cost	Nitrile gloves	\$20.04	
18100066	101-016-544-90-31-02	ST-Operating Cost	Earplugs	\$27.61	
18099515	410-016-531-10-31-02	SW-Operating Costs	Nitrile gloves	\$20.04	
18098672	410-016-531-10-31-02	SW-Operating Costs	Prtable work light	\$42.76	
18101318	410-016-531-10-31-02	SW-Operating Costs	Bolts/nuts/snap links/quick links/hose nipples	\$31.05	
18100066	410-016-531-10-31-02	SW-Operating Costs	Earplugs	\$27.61	
18099785	410-016-531-10-31-02	SW-Operating Costs	Tire air gauge and recalibration	\$26.66	
Teamsters Local No 763			Check 39645	12/31/2015	\$687.00
42369	001-000-284-00-00-00	Payroll Liability Other	Union Dues	\$687.00	
United Way of Snohomish Co			Check 39646	12/31/2015	\$61.68
42369	001-000-284-00-00-00	Payroll Liability Other	Employee Contributions	\$61.68	
UPS			Check 39647	12/31/2015	\$29.82
	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$14.40	
	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$15.42	
US Bank St Paul			Check 39648	12/31/2015	\$498.36
4174805	206-008-592-21-85-00	LTGO 2004 Bond Fees - PD	2015 Fees for LTGO Bonds 2004 series	\$223.36	
4043503	210-000-592-75-85-00	2008 Bond Fees	2015 Fees for LTGO bond series 2008A	\$275.00	
Verizon Northwest			Check 39556	12/18/2015	\$2,808.74
9756103039	001-001-513-10-42-00	Executive - Communication	Wireless phone service	\$82.47	

Invoice	AccountCode	Account Description	Item Description	Amount	
9756103039	001-002-513-11-42-00	AD-Communications	Wireless phone service	\$83.39	
9756103039	001-003-514-20-42-00	CC-Communications	Wireless phone service	\$238.51	
9756103039	001-005-518-10-42-00	HR-Communications	Wireless phone service	\$52.45	
9756103039	001-006-518-80-42-00	IT-Communications	Wireless phone service	\$261.98	
9756103039	001-007-558-50-42-00	PL-Communication	Wireless phone service	\$162.14	
9756103039	001-007-559-30-42-00	PB-Communication	Wireless phone service	\$84.26	
9756103039	001-008-521-20-42-00	LE-Communication	Wireless phone service	\$1,445.57	
9756103039	001-010-576-80-42-00	PK-Communication	Wireless phone service	\$132.66	
9756103039	101-016-543-30-42-00	ST-Communications	Wireless phone service	\$132.66	
9756103039	410-016-531-10-42-00	SW-Communications	Wireless phone service	\$132.65	
Verizon Northwest			Check 39649	12/31/2015	\$2,582.82
9757746898	001-001-513-10-42-00	Executive - Communication	Wireless phone services	\$136.76	
9757746898	001-002-513-11-42-00	AD-Communications	Wireless phone services	\$182.72	
9757746898	001-003-514-20-42-00	CC-Communications	Wireless phone services	(\$75.77)	
9757746898	001-005-518-10-42-00	HR-Communications	Wireless phone services	\$52.45	
9757746898	001-006-518-80-42-00	IT-Communications	Wireless phone services	\$124.90	
9757746898	001-007-558-50-42-00	PL-Communication	Wireless phone services	\$169.20	
9757746898	001-007-559-30-42-00	PB-Communication	Wireless phone services	\$116.54	
9757746898	001-008-521-20-42-00	LE-Communication	Wireless phone services	\$1,478.05	
9757746898	001-010-576-80-42-00	PK-Communication	Wireless phone services	\$132.66	
9757746898	101-016-543-30-42-00	ST-Communications	Wireless phone services	\$132.66	
9757746898	410-016-531-10-42-00	SW-Communications	Wireless phone services	\$132.65	
VOIP Supply LLC			Check 39650	12/31/2015	\$350.13
1550531	510-006-518-80-31-00	Purchase Computer Equipment	4 Port Voice Gateway for Centralized Fax Serve	\$350.13	

Invoice	AccountCode	Account Description	Item Description	Amount	
Washington Cities Insurance Authority			Check 39651	12/31/2015	\$50.00
	001-008-521-40-49-01	LE-Staff Development	WCIA training		\$50.00
Washington State Criminal Justice			Check 39652	12/31/2015	\$750.00
20116318	001-008-521-40-49-01	LE-Staff Development	Firearms Handgun Level 1 - Irwin		\$750.00
Washington State Patrol			Check 39653	12/31/2015	\$442.50
	633-008-586-00-00-06	Gun Permit - FBI Remittance	Weapons permit background checks		\$442.50
Washington State Support Registry			Check 0	12/18/2015	\$804.92
42353	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support		\$402.46
42369	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support		\$402.46
Washington Teamsters Welfare Trust			Check 39654	12/31/2015	\$1,599.40
42369	001-000-283-00-00-00	Payroll Liability Medical	Teamsters Dental Ins Premiums		\$1,599.40
WDH Black Rock			Check 39655	12/31/2015	\$656.16
36167	510-006-518-80-31-00	Purchase Computer Equipment	Fiber lease for New World connection		\$656.16
Weed Graafstra & Associates Inc			Check 39656	12/31/2015	\$12,559.75
147	001-011-515-30-41-00	LG-Professional Service	Legal services-General Matters Dec 2015		\$12,559.75
Wright Sampsa			Check 39657	12/31/2015	\$4,062.54
3	001-010-576-80-41-01	PK -Professional Tree Srv	Emergency tree removal		\$4,062.54
Zachor and Thomas Inc PS			Check 39658	12/31/2015	\$8,923.20
652	001-011-515-30-41-01	PG-Prosecutor Fees	Prosecutor services December 2015		\$8,923.20
Total Disbursements					\$559,730.55



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**BLANKET VOUCHER APPROVAL
 2016**

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		
Payroll Checks		
Tax Deposit(s)		
Electronic Funds Transfers		
Claims	39659-39670	\$309,084.94
Void Checks		
Total Vouchers Approved:		\$309,084.94

This 12th day of January 2016:

 Mayor

 Councilmember

 Finance Director

 Councilmember

 Councilmember

 Councilmember



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Accounts Payable Checks and EFTs for period of 01/01/2016 to 01/12/2016

Invoice	AccountCode	Account Description	Item Description	Amount
ASCAP				
			Check 39659	1/12/2016
2016	001-013-518-20-41-00	GG-Professional Service	Base License Fee	\$336.00
Assoc of Snoh Co Cities and Towns				
			Check 39660	1/12/2016
2016	001-013-518-20-49-00	GG-Miscellaneous	2016 Membership dues	\$200.00
Assoc of Washington Cities				
			Check 39661	1/12/2016
39392	001-001-511-60-49-01	Legislative - Prof. Developmen	2016 Running Great Meetings Training - McDa	\$65.00
39084	001-001-511-60-49-01	Legislative - Prof. Developmen	2016 City Action Days - All Council members	\$1,200.00
Atlas Business Solutions Inc				
			Check 39662	1/12/2016
	001-008-521-20-41-00	LE-Professional Services	2016 ScheduleAnywhere Subscription	\$234.00
Berg Janet				
			Check 39663	1/12/2016
42370	001-002-513-11-20-00	AD-Benefits	Medical Benefits - Jan 2016 Berg	\$2,007.94
Dept of Licensing				
			Check 39664	1/12/2016
133751	001-008-521-20-41-00	LE-Professional Services	2016 Notary license renewal-Anderson	\$30.00
Economic Alliance Sno Co				
			Check 39665	1/12/2016
2016	001-013-518-90-49-02	GG-Economic Alliance	EASC Annual Investment	\$3,000.00
Lexipol LLC				
			Check 39666	1/12/2016
15210	001-008-521-20-41-01	LE-Prof Serv-Lexipol	2016 Law Enforcement Policy manual updates	\$4,450.00
US Bank St Paul				
			Check 39667	1/12/2016
4043503	210-000-592-75-85-00	2008 Bond Fees	2016 LTGO Series 2008A bonds	\$150.00
WABO				
			Check 39668	1/12/2016
31071	001-007-559-30-41-01	PB-Advertising	Help Wanted-Building/Code Compliance Inspe	\$50.00

Invoice	AccountCode	Account Description	Item Description	Amount	
Washington Cities Insurance Authority			Check 39669	1/12/2016	\$296,840.00
40072	001-004-514-23-46-00	FI-Insurance	2016 Liability & Program Assessments	\$116.00	
40072	001-008-521-20-46-00	LE-Insurance	2016 Liability & Program Assessments	\$203,194.00	
40072	001-010-576-80-46-00	PK-Insurance	2016 Liability & Program Assessments	\$4,212.00	
40072	001-013-518-20-46-00	GG-Insurance	2016 Liability & Program Assessments	\$70,615.00	
40072	101-016-543-30-46-00	ST-Insurance	2016 Liability & Program Assessments	\$10,694.00	
40072	410-016-531-10-46-00	SW-Insurance	2016 Liability & Program Assessments	\$8,009.00	
Washington Dept of Ecology			Check 39670	1/12/2016	\$522.00
	410-016-531-10-51-01	SW-DOE Annual Permit	Permit WAG994197 Aquatic Pest Control	\$522.00	
Total Disbursements				\$309,084.94	

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

Tuesday, December 8, 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: Kim Daughtry, Sam Low, John Spencer, Todd Welch, Suzanne Quigley, Kathy Holder, Marcus Tageant

COUNCILMEMBERS ABSENT: None.

STAFF MEMBERS PRESENT: Interim City Administrator Mary Swenson, Finance Director/City Clerk Barb Stevens, Interim Planning and Community Development Director Russ Wright, Public Works Director Mick Monken, Human Resources Director Steve Edin, Police Chief Dan Lorentzen, Civil Engineer Adam Emerson, Economic Development Coordinator Jeanie Ashe, Deputy City Clerk Kathy Pugh, and City Attorney Emily Guildner

OTHERS: Councilmember Elect Rauchel McDaniel, Councilmember Elect Kurt Hilt; Jennifer Shelton

Excused Absence.

Recognition: Councilmember John Spencer recognized Mayor Vern Little for his service and contributions to the City including serving as a City Councilmember for three years beginning in 2004, and serving as Mayor for eight years beginning in 2008. Councilmember Spencer highlighted that Mayor Little stewarded the City during its population increase from 6,000 to 30,000, moving the Police Department into new facility, instituting 5-year financial forecasting, positioning 20th Street SE for its current development, and supporting installation of roundabouts in the City to help ease traffic congestion. Councilmember Spencer presented Mayor Little with a plaque in recognition of his accomplishments and dedication to the City.

Mayor Little thanked previous councilmembers and tonight's council and dedicated staff for their efforts in making these positive accomplishments possible. Mayor Little also said he believes the Police Department is the face of the community. He said he has enjoyed his time as Councilmember and Mayor for Lake Stevens and thanked everyone for their support.

Mayor Little recognized outgoing Councilmember Suzanne Quigley for her service and contributions to the City including a wide variety of volunteer work and as a City Councilmember for eight years. He recognized Councilmember Quigley for her work with annexations, transportation, shoreline management, critical areas and budget expertise and said she brought a great viewpoint to the Council and the City. Mayor Little presented Councilmember Quigley with a plaque recognizing her dedication and contributions to the City.

Mayor Little recognized outgoing Library Board members David Tremaine and David Corvin and noted that David Tremaine has been a Library Board member for sixteen years.

Oath of Office: Finance Director/City Clerk Barb Stevens administered the Oath of Office to newly elected Councilmembers Kurt Hilt and Raichel McDaniel and to re-elected Councilmember Todd Welch. Director Stevens then administered the oath of office to incoming Mayor John Spencer.

Incoming Mayor Spencer congratulated his new colleagues and thanked those on the City Council for giving their time and energy to make Lake Stevens a great place to live. He believes there is no other city that has the assets that Lake Stevens has. He looks forward to working with the Council and the citizens to make Lake Stevens a great place for everyone to live.

Reception: The meeting was recessed at 7:16 p.m. for a Reception honoring outgoing Mayor Little and Councilmember Quigley, and incoming Mayor John Spencer and Councilmembers Todd Welch, Raichel McDaniel and Kurt Hilt. The meeting was reconvened at 7:33 p.m.

Action Item:

Boards and Commissions Appointments: Mayor Little said that he is recommending the appointment Tracey Trout to the Planning Commission for a term beginning January 1, 2016 and ending January 31, 2019.

MOTION: Councilmember Spencer moved, Councilmember Tageant seconded, to approve the appointment of Tracey Trout to the Planning Commission. On vote the motion carried (7-0-0-0).

Mayor Little recommended appointing Bryan Terry to the Design Review Board for the term January 1, 2016 through December 31, 2019.

MOTION: Councilmember Daughtry moved, Councilmember Spencer seconded, to approve the appointment of Bryan Terry to the Design Review Board. On vote the motion carried (7-0-0-0).

Mayor Little recommended the reappointment of Jim Kelley to the Parks Board for the term January 1, 2016 through December 31, 2019.

MOTION: Councilmember Spencer moved, Councilmember Welch seconded, to approve the appointment of Jim Kelley to the Parks Board. On vote the motion carried (7-0-0-0).

Guest Business: None.

City Department Report.

Consent Agenda.

MOTION: Moved by Councilmember Spencer, seconded by Councilmember Holder, to approve (A) 2015 Vouchers [Payroll Direct Deposits of \$170,607.37; Payroll Check Nos. 39468-39469 totaling \$4,149.68; Tax Deposits of \$72,781.86; Electronic Funds Transfers (ACH) of \$167,669.91; Claims Check Nos 3947-39542 totaling \$154,737.08; Total Vouchers Approved: \$569,945.90]; (B) November 24, 2015 City Council Regular Meeting Minutes and (C) Award Bid for Annual HVAC Services and Authorize Mayor to Enter into Professional Services Agreement with Right On Heating. On vote the motion carried (7-0-0-0).

Limited Public Hearing:

Ordinance 947 – High Urban Residential (HUR) Code Amendment: Finance Director/City Clerk Barb Stevens read the rules of procedure into the record and reopened the public hearing for the limited purpose of opening the record to accept a comment letter into the record, and said that no additional testimony or public comment will be taken.

Interim Planning and Community Development Russ Wright presented the staff report and said that tonight's requested action is to reopen the record on the Ordinance 947, HUR code amendment, for the limited purpose of accepting a comment letter into the record. He explained that the comment letter was inadvertently not distributed to Council at the November 24, 2015 meeting. Staff did address most of the points in the letter at the November 24th meeting. Interim Director Wright explained that there would be no additional public comment or testimony taken this evening; the purpose of reopening the public hearing is solely to complete the record. Interim Director Wright invited questions from Council and there were none.

MOTION: Councilmember Spencer moved, Councilmember Welch seconded, to reopen the public record regarding Ordinance 947, High Urban Residential code amendment, for the limited purpose of accepting the public comment letter into the record. On vote the motion carried (7-0-0-0).

MOTION: Councilmember Spencer moved, Councilmember Low seconded to close public hearing. On vote the motion carried (7-0-0-0).

Public Hearings: Director Stevens opened the public hearings and read the rules of procedure for the record.

Public Hearing Related to the Moratorium Enacted by Ordinance 941 Temporarily Prohibiting the Establishment, Siting, Location, Permitting, Licensing or Operation of New Retail Locations to Sell Marijuana: Interim Director Wright presented the staff report and reviewed that on October 13, 2015 the Council adopted Ordinance 941 establishing a twelve month moratorium temporarily prohibiting the establishment of new retail locations to sell marijuana, adopting findings of fact and establishing a work plan. Interim Director Wright explained that state statute requires a public hearing be held within 60 days of adopting a moratorium. He invited questions and there were none.

Mayor Little invited public comment and there was none.

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

MOTION: Councilmember Holder moved, Councilmember Welch seconded, to close the public hearing. On vote the motion carried (7-0-0-0).

MOTION: Councilmember Holder moved, Councilmember Daughtry seconded, to accept the adoption of Ordinance 941 establishing a 12-month moratorium temporarily prohibiting the establishment, siting, location, permitting, licensing or operation of new retail locations to sell marijuana, which includes findings of fact and a work program. On vote the motion carried (7-0-0-0).

Adoption of Resolution 2015-17 Amending 2016-2021 Six Year Transportation Improvement Plan: Public Works Director Mick Monken presented the staff report and said that the City recently received notification of the award of a Transportation Improvement Board grant for a sidewalk along North Lakeshore Drive to connect Main Street and 20th Street NE. In order to be eligible to receive this grant the City must include the project in its adopted 6 year Transportation Improvement Plan so that it is in turn included on the Regional Transportation Plan. Director Monken invited questions and there were none.

Mayor Little invited public comment and there was none.

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

MOTION: Councilmember Low moved, Councilmember Welch seconded, to close the public hearing. On vote the motion carried (7-0-0-0).

MOTION: Councilmember Low moved, Councilmember Welch seconded, to adopt Resolution 2015-17 amending the 2016-2021 Six Year Transportation Improvement Plan. On vote the motion carried (7-0-0-0).

Action Items:

2016 On-Call Surveying Services: Civil Engineer Adam Emerson presented the staff report and said that the City from time to time requires surveying services for various smaller projects and for emergencies. He reviewed that the City requested qualifications and that the intent is to pre-select surveying professionals to provide these services on an on-call basis. For each specific project a project specific supplemental agreement will be prepared and brought to Council for approval if a project is over \$5,000. He then responded to Councilmembers' questions.

MOTION: Councilmember Spencer moved, Councilmember Holder seconded, to authorize the Mayor to execute a Master Professional Service Agreement with KPFF Consulting Engineers, Tetra Tech and Otak for on-call surveying services with a term to end December 31, 2017. On vote the motion carried (7-0-0-0).

Discussion Items:

Grade Road Embankment Status Update: Director Monken provided an update on the status of the Grade Road closure and possible alternatives for repairing the road. He then responded to Councilmembers' questions regarding these possible solutions. Director Monken will bring additional information on the possible solutions to the next Council meeting.

Small Business Development Center (SBDC) Funding: Economic Development Coordinator Jeanie Ashe presented the staff report and reviewed the data for SBDC as it relates to Lake Stevens. Discussion ensued and Ms. Ashe responded to Councilmembers' questions. Ms. Ashe then introduced Jennifer Shelton from the Small Business Development Center.

Ms. Shelton provided additional background on the SBDC, and said that the SBDC was developed to assist small businesses. The SBDC has been congressionally funded in past years and needs local matches to continue. It is an important resource for local small business owners.

There was consensus to work with the Chamber to develop funding from Lake Stevens, and to bring this matter back on the January 12, 2016 Council agenda.

Council Person's Business: Councilmembers reported on the following meetings:

Councilmember Holder is not able to attend the next Parks Board meeting; Councilmember Spencer will attend in her absence; Councilmember Spencer announced a City Council retreat January 29-30, 2016, National League of Cities Conference, Fire Commission; Councilmember Low: Health District; Councilmember Daughtry: Community Transit, Family Center.

Mayor's Business: Thanked everyone for a good twelve years; SCT.

Interim City Administrator Mary Swenson complimented the Police and Planning Departments and the Property Crimes Unit on their recent drug enforcement operation.

Executive Session: None.

Adjourn.

Moved by Councilmember Daughtry, seconded by Councilmember Welch seconded, to adjourn the meeting at 8:36 p.m. On vote the motion carried (7-0-0-0).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: January 12, 2016

Subject: Crime Stoppers of Puget Sound/Professional Services Agreement

Contact Person/Department: Chief Daniel Lorentzen **Budget Impact:** \$1,084.07

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign the Professional Services Agreement (PSA) with Crime Stoppers of Puget Sound (CSOPS)

SUMMARY/BACKGROUND: The City of Lake Stevens, along with a majority of the cities in Snohomish County have joined to work with Crime Stoppers of Puget Sound (CSOPS) with additional funding to support their ongoing partnership with law enforcement. The funding model was based on the commissioned officers for each of the agencies in 2015 (LSPD 28/\$38.71).

The funding that is provided by each of the agencies will go towards the ever increasing case load managed by CSOPS. Snohomish County Law Enforcement have worked closely with Crime Stoppers over the years to help solve crimes throughout the region. They are 1 of 1,500 such programs throughout the world that take anonymous tips on unsolved felony crimes and coordinate the information with the agency to solve these crimes. CSOPS has been a valuable asset and has worked with our Regional Property Crimes Unit through Western Washington's Most Wanted.

The amount requested was planned and approved in the 2016 budget.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$1,084.07

ATTACHMENTS:

- ▶ Exhibit A: Professional Services Agreement between City of Lake Stevens and Crime Stoppers of Puget Sound

**AGREEMENT BETWEEN CRIME STOPPERS OF PUGET SOUND
AND THE CITY OF LAKE STEVENS**

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by the Crime Stoppers of Puget Sound ("CSOPS") a Washington nonprofit corporation and the City of Lake Stevens a municipal corporation (City).

RECITALS:

WHEREAS, CSOPS is a partnership between the Public, the Media and Law Enforcement; and

WHEREAS, CSOPS is one of 1,500 programs throughout the world that takes anonymous tips on unsolved felony crimes; and

WHEREAS, CSOPS is a non-profit 501(C) (3) organization; and

WHEREAS, CSOPS was notified by a major benefactor that they were reducing their financial assistance to the program; and

WHEREAS, CSOPS has realized the vital community need to not only maintain current service levels, but to also keep up with expanding case load requirements; and

WHEREAS, CSOPS has recognized the need to add one law enforcement coordinator to their regional office in order to keep up with the ever growing demand for services associated with the CSOPS program:

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties agree as follows:

1.0 Payment

The City of Lake Stevens shall contribute \$1,084.07 in 2016 toward paying for the costs associated with operating the CSOPS program: Payment for the year 2016 shall be paid to:

Crime Stoppers of Puget Sound
610 5th Ave.
P.O. Box 34986
Seattle WA, 98124-4986

The payment in full shall be made on or before January 31, 2016.

2.0 Scope of Services

2.1 Until notice of a change is given, in accordance with Section 4 below, the CSOPS shall provide the facilities necessary to operate the program, as well as the computers, telephones, etc. associated with the CSOPS program.

- 2.2 Until notice of change is given, in accordance with Section 4 below, the CSOPS shall provide one regional law enforcement coordinator position.
- 2.3 Provide informational “tips” and media exposure for felony investigations in order to solve crimes and enhance public safety within the community.

3.0 Effective Date

The initial term of this Agreement shall commence on January 1, 2016, and it shall continue in effect through December 31, 2016, unless sooner terminated as provided under this agreement. The continued participation of the City of Lake Stevens will be re-evaluated prior to December of 2016 and a decision on continued funding will be made prior to January 1, 2017.

4.0 Agreement – Amendment

This Agreement contains the terms and conditions agreed upon by both parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement may only be amended by written instrument executed by the parties. No such amendment shall be effective until it is reduced to writing and signed by all parties with the same formality as this Agreement.

5.0 Waiver

No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

6.0 Legal Requirements

All parties shall comply with all applicable federal, state and local laws in performing this Agreement.

7.0 Termination

- 7.1 Either party may terminate or suspend its participation in this Agreement, with or without reason, by providing written notice to the other party at least thirty (30) days prior to the effective date of any such termination or suspension.

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.

Notice to Crime Stoppers:

Crime Stoppers of Puget Sound
610 5th Avenue
P.O. Box 34986
Seattle WA, 98124-4986

Notice to City of Lake Stevens:

City of Lake Stevens
Attn: City Clerk
1812 Main Street
Post Office Box 257
Lake Stevens, WA 98258

- 7.2 Termination shall not relieve either party of its obligations as set forth in Section 6 and shall not entitle it to any refund.

8.0 Independent Contractor

CSOPS and the City understand and expressly agree that CSOPS is an independent contractor in the performance of each and every part of this Agreement. CSOPS shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits. Any and all employees of CSOPS, while engaged in the performance of any work or services required by CSOPS under this Agreement, shall be considered employees of CSOPS 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 CSOPS or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of CSOPS.

9.0 Entire Agreement - Severability

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. Any action hereunder may be brought only in the Superior Court of Washington for Snohomish County. This Agreement constitutes the entire agreement of the parties. Should any part, term or provision of the Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall not be affected, and the same shall continue in full force and effect.

10.0 Liability

This Agreement is for the sole benefit of the parties and shall not confer third-party beneficiary status on any non-party to this Agreement. No liability shall attach to any of the parties by reason of entering into this Agreement except as expressly provided herein. None of the parties to this Agreement assume any duty to any third party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF LAKE STEVENS

CRIME STOPPERS OF PUGET SOUND

By: _____
John Spencer, Mayor

By: _____
Jerold McGlothlin, CSOPS

Its: _____

ATTEST:

Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: January 12, 2016

Subject: School Resource Officer Interlocal Agreement with Lake Stevens School District

Contact Person/Department: Barb Stevens/ Finance Director **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to sign Amendment No. 4 to the SRO ILA updating the fees in Schedule A

SUMMARY/BACKGROUND:

Amendment No. 4 updates Fee Schedule A to reflect estimated costs for the 2015-2016 school year.

The City of Lake Stevens and the Lake Stevens School District have had an interlocal agreement to provide for a School Resource Officer at each high school in their jurisdiction for a number of years. The school district reimburses the City 75% of the SRO salary and benefits during the school year (September – June). The ILA for SRO services automatically renews each year, yet periodically, the fees in Schedule A must be updated to reflect salary and benefit increases.

APPLICABLE CITY POLICIES:

RCW 39.34, Interlocal Cooperation Acts, provides authority to enter into agreements with other jurisdictions

BUDGET IMPACT: N/A

ATTACHMENTS:

- ▶ Exhibit A: Amendment No. 4 – School Resource Officer Interlocal Agreement
- ▶ Exhibit B: Schedule A – Fee Schedule

AMENDMENT NO. 4

SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

This Amendment No. 4- School Resource Officer Interlocal Agreement is made and entered into this 12th day of January, 2016 by and between the LAKE STEVENS SCHOOL DISTRICT ("School District") and the CITY OF LAKE STEVENS ("City").

WHEREAS School District and City are parties to a School Resource Officer Interlocal Agreement (the "SRO-ILA") dated October 19, 2010;

WHEREAS the SRO-ILA provides for annual renewals and requires the parties from time to time to adopt a Schedule A to set forth the rate and payment of the School Resource Officer;

NOW, THEREFORE, School District and City agree as follows:

1. Schedule A for 2016. School District and City agree to a new Schedule A attached hereto and incorporated herein to set the rate and payment for the School Resource Officer for the School Year 2015-2016.
2. Ratification of Remaining Terms of SRO-ILA. Except as provided herein, all other provisions of the original SRO- ILA shall remain in full force and effect, unchanged, and the School District and City hereby ratify and confirm all of the other terms of the School Resource Officer Interlocal Agreement.
3. This Amendment NO. 4 shall be recorded or posted as required by RCW 39.34.040.

In WITNESS WHEREOF, the parties have caused duplicate originals of this Amendment No. 4 to be signed by their duly authorized officers.

CITY OF LAKE STEVENS

LAKE STEVENS SCHOOL DISTRICT

John Spencer, Mayor

Amy Beth Cook, Superintendent

ATTEST:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

SCHEDULE A FEE SCHEDULE

The School District will pay to the City of Lake Stevens the actual officer costs as set forth in Article III A-D in the ILA Agreement.

The estimate costs are as follows:

1. The SRO rates for September 1, 2015 – December 31, 2015:

Officer Barnes \$7,390.98 per month = 75% of \$9,854.64

Estimated extra-duty rate is \$78.92 per hour (billed at time and a half)

Officer Carter \$7,181.07 per month = 75% of 9,574.76

Estimated extra-duty rate is \$75.13 per hour (billed at time and a half)

2. The SRO estimated rate for January 1, 2016 – August 31, 2016*:

Officer Barnes \$7,617.56 per month = 75% of \$10,156.74

Officer Carter \$7,454.32 per month = 75% of 9,939.10

*Rates will vary for this period depending on medical insurance rates, COLA and Collective Bargaining Agreement



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** 12 January 2016
Date: _____

Subject: Callow Road Embankment Project Geotechnical Final Analysis, Design and Report

Contact	Mick Monken	Budget	\$8,200.00
Person/Department:	<u>Public Works</u>	Impact:	_____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Professional Service Supplemental Number 1 Agreement with Robinson Noble, Inc. to perform an embankment geotechnical final analysis, design, and report for the west side of Callow Road Embankment Project in the vicinity of the 3200 block.

SUMMARY/BACKGROUND: In early 2015 it was noticed by City staff that a section of Callow Road's westerly edge of the pavement was depressed. The depression is estimated to be around 350 feet in length. Upon initial investigation it was found that the fill embankment of the roadway showed signs of settlement and that some sections of the pavement had small gaps between the fill and the asphalt surfacing.

In May 2015, the City Council authorized for a geotechnical study and a preliminary analysis to be performed. The amount of this contract was \$10,800 and was completed in September 2015. A budget of \$450,000 based on the original study and analysis, is in the 2016 budget that included Supplemental No. 1's work and services to perform the actual repairs. (Estimated Geotechnical services \$50,000 and \$400,000 for construction).

It is anticipated that construction repair work could begin in 2016.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$8,200 would come from the 2016 Street Fund budget

ATTACHMENTS:

- ▶ Exhibit A: Professional Service Agreement – Supplement No. 1

EXHIBIT A

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF LAKE STEVENS AND
ROBINSON NOBLE, INC.
FOR CONSULTANT SERVICES

CALLOW ROAD GEOTECHNICAL**

This Supplemental Agreement No. 1 is made and entered into on the ____ day of _____, 2016, between the City of Lake Stevens, hereinafter called the "City" and Robinson Noble, Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for geotechnical engineering and consultation for the settlement of Callow Road just north of the Oak Road intersection, hereinafter called the "Project," said Agreement being dated 18th May, 2015; and

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

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

Each and every provision of the Original Agreement for Professional Services dated 18th May 2015 shall remain in full force and effect, except as modified in the following sections:

1. Article 2 of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A1, attached hereto and by this reference made part of this Supplemental Agreement No. 1.

2. Article 4 of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph 4.1 Payments, Section (a), the second sentence is amended to include the additional Consultant fee of \$8,200.00 and shall read as follows: "In no event shall the compensation paid to Consultant under this Agreement exceed \$18,600.00 without the written consent of the Consultant and the City."

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

Original Agreement	\$10,400.00
Supplemental Agreement No.1	\$8,200.00
Supplemental Agreement No.2	\$
Supplemental Agreement No.3	\$
Grand Total	\$18,600.00

3. Article 3, Section 3.3 of the Original Agreement, "TERM" is amended to add that the parties agree to extend the term of the agreement to terminate at midnight 30th June 2017.

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

CITY OF LAKE STEVENS

ROBINSON NOBLE INC.

By: _____
John Spencer, Mayor

By: _____
Its _____

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A1 – Scope of Work (Services)



December 3, 2015

Mr. Mick Monken
Public Works Director
City of Lake Stevens
1820 Main Street
Lake Stevens, Washington 98258

Robinson Noble is pleased to prepare this proposal to provide additional services for geotechnical engineering and consultation concerning the settlement of Callow Road just north of the intersection of Callow Road and Oak Road. We have completed the first phase of our services under the contract dated May 15th 2015. Our initial scope was to provide a deliverable of a geotechnical report with plan drawings of the level that they could be executed by in-house City of Lake Stevens personnel. One meeting was included in the contract budget. We have completed the explorations and have met a couple of times to discuss the project. You have requested that alternative solutions be evaluated and a rough cost estimate provided. This supplemental proposal provides an outline and cost estimate of our anticipated additional services.

Project Description

The west side of the road is supported on an embankment that slopes down to the west. Our explorations have shown the embankment to have been constructed of loose to medium dense fill. There is one area that appears to have experienced slope failure some time ago. The embankment is steeper in this area. The geometry of the failed area indicates that the embankment became saturated and failed in a flow type failure. Areas of the asphalt paving show signs of settlement and possible lateral movement. Our original design considered the use of spiral nails. We have been asked to provide recommendations for rebuilding the outer embankment slope with compacted fill as an alternative, and to provide cost alternatives.

We propose to finalize our report to include both re-building of the embankment and the use of spiral nails. We will then obtain cost estimates for the work. In addition to those cost estimates, we will work with City personnel on costing their portion of the project, if the City chooses to complete a portion of the project. If design documents are needed for bid proposals, the City will take the lead on preparation of those documents.

Scope of Work

The scope of services to be provided by Robinson Noble, Inc. is for geotechnical evaluation services, including the following:

- Complete our analysis of the soil nails and rebuilding the buttress options.
- Provide rough plan sheets that the City can use to complete the work, or use to incorporate into their project set of drawings.
- Work with contractors to obtain expected costs for the project
- Attend a meetings with City Personnel to discuss our findings and discuss preliminary design alternatives

2105 South C Street
Tacoma, Washington 98402
P: 253.475.7711 | F: 253.472.5848

www.robison-noble.com

17625 130th Avenue NE, Suite 102
Woodinville, Washington 98072
P: 425.488.0599 | F: 425.488.2330

Callow Road
Lake Stevens, Washington
December 3, 2015
Page 2 of 2

- Complete our geotechnical report containing the results of our subsurface explorations, and our conclusions and recommendations for geotechnical design elements of the project. Our report will include:
 - Description of the geologic materials encountered.
 - Description of depth to groundwater, if encountered.
 - Recommendations for stabilization of the roadway embankment.
 - Recommendations for earthwork and site preparation. An evaluation of the effects of weather and/or construction equipment on site soils and mitigation of any unsuitable soil conditions at the site will be included.

Our final report will have design sections showing the recommended repairs. These plans would not be considered a design set of plans with topographic and boundary surveys. If those types of plans are needed you may need to retain an outside civil engineering company, or complete those plans in-house.

Services Agreement

Our services will be provided on a time-and-expense basis in accordance with our GENERAL FEE SCHEDULE, which is attached to this proposal. We estimate the cost of our services for the tasks described above to be broken down as follows:

Finalize Analysis of nails and slope improvements	\$1,900
Complete low level cost analysis for the repairs	\$1,600
Complete low level plans	\$2,000
Geotechnical Report	\$1,500
Meetings	<u>\$1,200</u>
Total	\$8,200

We appreciate the opportunity to submit this proposal and are looking forward to continued work on this project. If this proposal meets with your approval, let us know how you would like to proceed with contracting.

Sincerely,
Robinson Noble, Inc.



Charles P. Couvrette, PE
Principal Engineer

CPC:am

Robinson Noble, Inc.



General Fee Schedule		January 2015
Professional Positions		Fee per Hour
Principal Engineer, Hydrogeologist or Environmental Scientist		\$175
Associate Engineer, Hydrogeologist or Environmental Scientist		\$160
Senior Engineer, Hydrogeologist or Environmental Scientist		\$135
Senior Project Engineer, Hydrogeologist or Environmental Scientist		\$117
Project Engineer, Hydrogeologist or Environmental Scientist		\$105
Staff Engineer, Hydrogeologist or Environmental Scientist		\$95
Senior Field Staff		\$86
Field Staff		\$69
Legal Support/Expert Witness Services/Testimony		150% of above rates
Support Positions		
Senior GIS/CAD Specialist		\$91
Senior Technician		\$91
Senior Administrator		\$80
GIS/CAD Specialist		\$80
Technician		\$80
Administrator		\$69
Clerical Support		\$69
Other Fees and Costs		
Subcontracts/ Management Fee	Professional services	15%
	Outside laboratory services	15%
	Construction subcontracts	15%
Other Costs	Travel (auto)	\$0.62/mile
	Travel (other)	Cost +10%
	Per diem	Prevailing State rate +10%
	Other direct expenses	Cost +10%
Field and laboratory testing/equipment rental		See following pages

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

Robinson Noble, Inc.

rates effective January 2015

PROFESSIONAL SERVICES AGREEMENT – Supplemental - Page 3 of 7

**Geotechnical Field and Laboratory Testing Schedule
 January 2015**

<u>Test</u>		<u>Fee</u>
Portable Nuclear Density Gauge	Per Hour	\$5.00
Slope Inclinator	Per day	\$250
Direct Shear	Point	\$200
Moisture-Density Relationship Curves:	Each	1 pt \$120
	Each	Multiple pts \$200
Sieve Analyses (Gradations-Wet Sieve)	Each	\$150
Hydrometer Analysis	Each	\$175
Falling Head Permeability	Each	\$165
Atterberg Limits (Liquid Limit or Plastic Limit)	Each	\$100
Moisture Content	Each	\$10
Dynamic Cone Penetrometer Points	Day	\$225
	Each	\$20
Resistivity 4-point Gauge	Day	\$300
Consolidation Test Incremental Loading (9 loads, 0.125 TSF to 32 TSF, 4 unloads)		\$550
		\$50/each additional load
Shelby Tube Extrusion/Sample Description		\$40

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** 12 January 2016
Date: _____

Subject: Grade Road Embankment Stabilization Geotechnical Services

Contact	Mick Monken	Budget	\$28,800.00
Person/Department:	<u>Public Works</u>	Impact:	_____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute Supplemental Agreement No. 2 to the Professional Services Agreement with Robinson and Noble, Inc. for geotechnical services for Grade Road Embankment Stabilization

SUMMARY/BACKGROUND: Since 2011, the City has been observing a depressed pavement section on Grade Road just north of 30th Street NE. In 2013 the City determined that movement of the embankment section was occurring and hired the services of Robinson Noble to perform geotechnical soils analysis. In 2014, it was decided that temporary measures to stabilize the slope were needed and the Professional Services Agreement was supplemented to develop plans for this work. This work was planned to be performed in late 2015. In late 2015, it was discovered that an embankment movement occurred resulting in a gap between the road base and the surface pavement and creating a public safety condition. This resulted in the closure a section of Grade Road (between 30th and 32nd Street NE).

With the recent movement in the embankment condition the temporary measures are no longer suitable. The services being provided under this Supplement are to perform additional soils analysis, perform review for possible alternatives for “within the right-of-way” and “out of right-of-way” solutions, and to assist in the development of the selected alternative design.

At a future date, the Council will be presented with the alternatives and a decision will be made on how to proceed. This will include a funding and timing decision. As this is located within a water of the State, Catherine Creek, it is possible that work could extend into 2017. However, efforts will be looked into if work could be completed in 2016.

APPLICABLE CITY POLICIES: None.

BUDGET IMPACT: Funding for this work is in a carryover from the 2015 budget.

ATTACHMENTS:

- ▶ Exhibit A: Supplemental Agreement No. 2

Exhibit A
SUPPLEMENTAL AGREEMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF LAKE STEVENS
Grade Road 3000 block Embankment Stability

This Supplemental Agreement No. 2 is made and entered into on the ____ day of _____, 2016, between the City of Lake Stevens, hereinafter called the "City" and Robinson and Noble, Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for geotechnical analysis to perform a slope stability analysis and preparation of a preliminary soil nailing design, hereinafter called the "Project," said Agreement being dated 23rd August 2013; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for the design and geotechnical construction support for the placement of embankment toe protection for Grade Road adjacent to Catherine Creek and to amend the total amount payable for this Agreement,

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

Each and every provision of the Original Agreement for Professional Services dated 23rd August 2013 shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A, attached hereto and by this reference made part of this Supplemental Agreement No. 2.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph 4.1 Payments, the second sentence is amended to include the additional Consultant fee of \$28,800.00 and shall read as follows: ". . . shall total payment under this agreement exceed \$64,300.00 . . ."

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

Original Agreement	\$18,900.00
Supplemental Agreement No.1	\$16,600.00

Supplemental Agreement No.2 \$28,800.00

Grand Total \$64,300.00

3. Article III, Section 3.3 of the Original Agreement, "TIME OF PERFORMANCE", is amended to provide that all work shall be completed by December 31st, 2016.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 2 as of the day and year first above written.

CITY OF LAKE STEVENS

Robinson and Noble, Inc.

By: _____
John Spencer, Mayor

By: _____
Its _____

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

Exhibit A



December 18, 2015

Mr. Mick Monken
Public Works Director
City of Lake Stevens
1820 Main Street
Lake Stevens, Washington 98258

Robinson Noble is pleased to prepare this supplemental proposal to provide additional geotechnical engineering and consultation for the embankment stability improvements for Grade Road, just north of Catherine Drive. We have currently been working under the Supplemental Agreement No. 1, dated August 11, 2014. The original agreement was dated December 30, 2013.

We have completed a preliminary report and a rough design report for improving the outer portion of the embankment. Those reports dealt mainly with repair of the embankment and encroachment into the stream corridor to the east of the embankment. During a recent meeting another approach was proposed where the road embankment would be improved below the eastern travel lane and the outer embankment not touched. The approach would reinforce the travel lane with geogrid, but not stabilize the embankment face. This would not provide as much stability as the other designs presented so far, but the intent would be to provide a lower cost design that will extend the life of the existing embankment.

Our initial construction estimate to complete the low cost proposal is substantial and it would not provide a significantly higher factor of safety than what currently exists. You have requested that alternative solutions be evaluated and a rough cost estimate provided for each. The planned solutions at this point would be rebuilding the outer embankment with a rock buttress or geogrid system, or the alternative lower cost of reinforcing the travel lane.

This supplemental agreement provides an outline and cost estimate of our anticipated additional services. We will subcontract some of the cost analysis to an earthwork construction manager. Part of this work will be value engineering (VE) between us and the earthwork manager. This is intended to address the cost verses expected factor of safety issue.

Currently, our explorations have been centered within the embankment near the area where Catherine Creek is eroding the toe of the embankment, or about 100 feet of the alignment. However, it is estimated that as much as 400 feet of the embankment may need at least some improvements. Our interpretation of the site subsurface conditions is that they improve near the limits of the alignment, but the level of improvement is not known. We have included budget for additional explorations in this supplement in order to get a more accurate budget for the overall project. We have included six borings in this budget. Since these explorations would be more for planning, some could be optional.

Scope of Work

The scope of services to be provided by Robinson Noble, Inc. is for geotechnical evaluation services, including the following:

1. Complete six additional borings along the alignment, four to the north of the existing borings and two to the south. We also plan to probe along the base of the embankment toe in order to evaluate depth to dense soil.

Grade Road Supplement
Lake Stevens, Washington
December 18, 2015
Page 2 of 2

2. Complete preliminary analysis of the buttress type solutions in the creek corridor area.
3. Complete preliminary designs of improvements within the existing right-of-way only.
4. Complete cost estimates of the options determined from step 1 and 2 above. For the outer embankment repair alternatives, this includes the cost of completing in-creek work. The in-creek design and associated construction costs will be subject to Washington Department of Fish and Wildlife (WDFW) permitting process.
5. Attend meetings with City personnel to discuss our findings and preliminary design alternatives
6. Once an option is chosen, provide rough plan sheets that the City can use to complete the work, or use to incorporate into their project set of drawings.
7. Complete our geotechnical report, providing the basis for the final design chosen for repair of the embankment. Our final report will have design sections showing the recommended repairs. These plans would not be considered a design set of plans with topographic and boundary surveys. If those types of plans are needed you may need to retain an outside civil engineering company, or complete those plans in-house.

Services Agreement

Our services will be provided on a time-and-expense basis, in accordance with our GENERAL FEE SCHEDULE, which is attached to this proposal. We estimate the cost of our services for the tasks described above to be broken down as follows:

Meetings	\$3,200
Analysis	\$4,400
Contractor review some VE and cost analysis	\$8,800
Geotechnical Report	\$3,900
Additional Explorations	\$8,500
Total	\$28,800

We appreciate the opportunity to submit this supplemental proposal and are looking forward to continued work on this project. If this supplemental proposal meets with your approval, please let us know how you would like to proceed with contracting.

Sincerely,
Robinson Noble, Inc.



Chuck P. Couvrette, PE
Principal Engineer

CPC:am

Attachments: General Fee Schedule

Robinson Noble, Inc.



General Fee Schedule

January 2016

Professional Positions		Fee per Hour
Principal Engineer, Hydrogeologist or Environmental Scientist		\$176
Associate Engineer, Hydrogeologist or Environmental Scientist		\$161
Senior Engineer, Hydrogeologist or Environmental Scientist		\$136
Senior Project Engineer, Hydrogeologist or Environmental Scientist		\$118
Project Engineer, Hydrogeologist or Environmental Scientist		\$106
Staff Engineer, Hydrogeologist or Environmental Scientist		\$96
Senior Field Staff		\$87
Field Staff		\$70
Legal Support/Expert Witness Services/Testimony		150% of above rates
Support Positions		
Senior GIS/CAD Specialist		\$92
Senior Technician		\$92
Senior Administrator		\$81
GIS/CAD Specialist		\$81
Technician		\$81
Administrator		\$70
Clerical Support		\$70
Other Fees and Costs		
Subcontracts/ Management Fee	Professional services	15%
	Outside laboratory services	15%
	Construction subcontracts	15%
Other Costs	Travel (auto)	\$0.62/mile
	Travel (other)	Cost +10%
	Per diem	Prevailing State rate +10%
	Other direct expenses	Cost +10%
	Field and laboratory testing/equipment rental	See following pages

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

**Geotechnical Field and Laboratory Testing Schedule
 January 2016**

<u>Test</u>		<u>Fee</u>
Portable Nuclear Density Gauge	Per Hour	\$5.00
Slope Inclinometer	Per day	\$250
Direct Shear	Point	\$200
Moisture-Density Relationship Curves:	Each	1 pt \$120
	Each	Multiple pts \$200
Sieve Analyses (Gradations-Wet Sieve)	Each	\$150
Hydrometer Analysis	Each	\$175
Falling Head Permeability	Each	\$165
Atterberg Limits (Liquid Limit or Plastic Limit)	Each	\$100
Moisture Content	Each	\$10
Dynamic Cone Penetrometer Points	Day	\$225
	Each	\$20
Resistivity 4-point Gauge	Day	\$300
Consolidation Test Incremental Loading (9 loads, 0.125 TSF to 32 TSF, 4 unloads)		\$550
		\$50/each additional load
Shelby Tube Extrusion/Sample Description		\$40

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** 12 January 2016
Date: _____

Subject: North Lakeshore Drive Sidewalk Survey – Supplemental Agreement No. 1

Contact	Mick Monken	Budget	\$13,630.00
Person/Department:	<u>Public Works</u>	Impact:	_____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute Supplemental Agreement No. 1 to KPFF Professional Services Agreement for survey services for North Lakeshore Drive Sidewalk Survey in the amount of \$10,630.00 and authorize a \$3,000 management reserve.

SUMMARY/BACKGROUND: In 2015 the City was awarded a grant under the State Transportation Improvement Board (TIB) for the construction of a sidewalk along the north side of North Lakeshore Drive between Main Street and 20th Street NE. A concept layout of the sidewalk is shown in the Scope of Services attached to the Supplemental Agreement. Included in the grant was funding for Design Engineering services in the amount of \$30,985, that will cover the cost for the survey services. The \$3,000 management reserve is to be used if additional survey services are determined to be needed from information obtained during the initial survey work.

The survey services will be used to develop the base map by which the City staff will prepare the design for the sidewalk. The survey work is expected to be completed by early spring with a target for construction in the summer of 2016.

KPFF is one of three firms included in the on-call engineering service Master Professional Service Agreement awarded by the City Council in December 2015. KPFF was selected based on their high scoring and are planned to receive the two sidewalk surveys coming out this year.

BUDGET IMPACT: \$13,630.00

ATTACHMENTS:

- ▶ Exhibit A: Supplemental Agreement No. 1
- ▶ Exhibit B: Fee

EXHIBIT A

SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF LAKE STEVENS
North Lakeshore Drive Sidewalk Survey

This Supplemental Agreement No. 1 is made and entered into on the ____ day of _____, 2016, between the City of Lake Stevens, hereinafter called the "City" and **KPFF Consulting Engineers**, hereinafter called the "Consultant."

This agreement is made pursuant to and in compliance with the Master Professional Services Agreement for On-Call Surveying Services dated _____ and RCW 39.80 entitled "Contracts for Architectural and Engineering Services" following a Request for Qualifications awarded on 8th December 2015.

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for on call professional survey services, hereinafter called the "Project," said Agreement being dated _____ 2015; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for survey services for North Lakeshore Drive sidewalk survey and to amend the total amount payable for this Agreement,

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

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

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in **Exhibit A1**, attached hereto and by this reference made part of this Supplemental Agreement No. 1.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph VI.1 Payments, Section (a), Provides that the Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$75,000.00 per calendar year without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount. The costs for this Supplemental Agreement No.1 are not to exceed \$10,630.00 as set forth in **Exhibit A 2** attached.

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

Original Agreement Authorized Amount not to exceed per year		\$75,000.00
Supplemental Agreement No.1	\$ <u>10,630.00</u>	
Supplemental Agreement No.2	\$ _____	
Supplemental Agreement No.3	\$ _____	
Grand Total	\$ <u>10,630.00</u>	

3. Article III, Section III.3 of the Original Agreement, Term is amended to add that the parties agree to extend the term of the agreement to terminate at midnight – **No Change**.

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

CITY OF LAKE STEVENS

KPFF Consulting Engineers

By: _____
John Spencer, Mayor

By: _____
Its _____

ATTEST/AUTHENTICATED:

Barb Stevens, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A1

SCOPE OF WORK FOR NORTH LAKESHORE SIDEWALK CONNECTION

REVISION: 15 DEC 2015

PROJECT No. 16003

PROJECT INTENT: CONSTRUCTION OF NEW SIDEWALK ALONG THE NORTH SIDE OF NORTH LAKESHORE DRIVE AND THE EAST SIDE OF 123RD AVENUE NE TO MAKE A CONTIGUOUS CONNECTION BETWEEN MAIN STREET AND 20TH STREET NE.

SURVEY WILL BE USED AS BASE MAP FOR DESIGN.

DESCRIPTION OF SERVICES: BASED UPON THE ATTACHED CONCEPT SIDEWALK DRAWING:

1. PERFORM A SURVEY SHOWING THE LOCATION OF PHYSICAL STRUCTURES (FENCES, ROAD SIGNS, PAVEMENT, DRAINAGE, POWERLINES, BUILDINGS, OVERHEAD AND UNDERGROUND UTILITIES, ETC), PAVEMENT MARKINGS, TOPOGRAPHY OF SIDEWALK AREA UP TO APPROXIMATELY 20 FEET BEYOND THE LIMITS OF THE PROPOSED CONCEPT SIDEWALK SHOWN, AND RIGHT-OF-WAY AND PROPERTY LINES;
2. PLACEMENT OF A PK NAIL CONTROL LINE ALONG NORTH LAKESHORE DRIVE AND 123RD AVENUE NE AT TWENTY FIVE FOOT INTERVAL.

STANDARDS: CITY OF LAKE STEVENS EDDS, CURRENT WSDOT DESIGN MANUAL, WSDOT STANDARDS SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION 2014, CURRENT MUTCD.

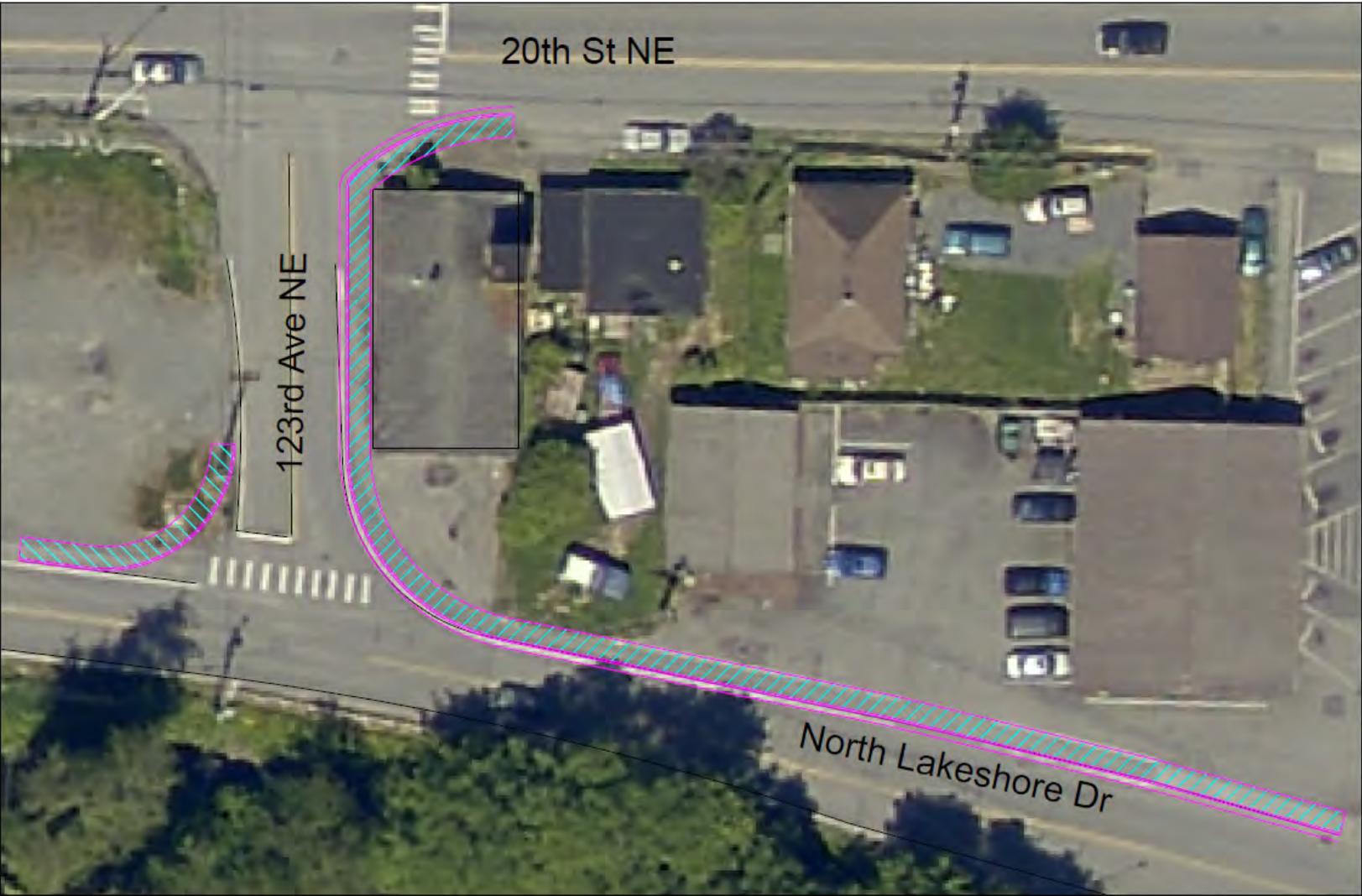
DELIVERABLES:

1. CAD FILE (AUTOCAD 2010 DWG FORMAT) OF SITE SURVEY AND 11X17 HARD COPY.

SHALL INCLUDE WITHIN LIMITS OF THE ATTACHED **PROPOSED** CONCEPT DRAWING:

- a. IDENTIFICATION OF SURVEY CONTROL
 - b. PROPERTY LINES OF ADJACENT PARCELS
 - c. ROW LINES
 - d. STRUCTURES AND UTILITIES WITHIN 20 FEET BEYOND THE LIMITS OF THE **PROPOSED TRAIL**
 - e. LANDSCAPING INCLUDING TREE SIZE
 - f. GROUND SURFACE EDGE CHANGES AND MATERIAL IDENTIFICATION
 - g. LOCATION OF CONTROL LINE WITH POINT IDENTIFIERS (IE PT A, PT B, ETC) AND ELEVATIONS
 - h. TOPOGRAPHY WITHIN 20 FEET BEYOND THE LIMITS OF THE **PROPOSED TRAIL**.
2. PLS STAMPED SURVEY

TIMING OF COMPLETION: 60 CALENDAR DAYS FOLLOWING NOTICE TO PROCEED.



Lake Stevens
123rd Downtown Connector Sidewalk



December 29, 2015

Mick Monken, PE
City of Lake Stevens

Subject: KPFF On-Call Services
North Lakeshore Drive Sidewalk Connection Project

Dear Mick:

Thank you for contacting regarding the above mentioned project. I have received the scope of work, deliverable requirements, and the survey area in your email dated December 22, 2015. This letter is to serve as a supplement to your Exhibit A.

ASSUMPTIONS/EXCLUSIONS

- Topographic survey limits to extend to the opposite side of the roadway and terminating at the edge of pavement or back of walk whichever is applicable.
- Adjoining properties will only be shown where proposed sidewalk improvements are to take place. Snohomish County Assessor's parcel data currently shows a total of 5 affected parcels.
- KPFF will obtain the services of a private utility locate company. The below mentioned fee is an estimate only and will be billed at cost.
- KPFF will pick up the 20 feet overlap as requested by the City. Should there be private property ownership issues, rights-of-entry shall be obtained by the City.
- Preliminary research indicates additional research will be necessary to determine the right-of-way and adjacent parcel lines which will involve obtaining the services of a title company. The below mentioned fee for title company expenses is an estimate only and will be billed at cost.
- Preparing right-of-way acquisition or easement documents is not a part of this scope. Should this task become necessary, KPFF can provide the City with a fee proposal upon the City's request.
- No property corners will be set and a survey will not be recorded.

FEES

KPFF will provide the described scope of services according to the following fee schedule:

TOPOGRAPHIC SURVEY

\$ 8,580

ESTIMATED REIMBURSABLE EXPENSES (UTILITY LOCATES) \$ 550

ESTIMATED REIMBURSABLE EXPENSES (TITLE COMPANY) \$ 1,500

SCHEDULE:

KPFF can complete this project 30 days after written notice to proceed and receiving rights of entry.

Should you have any questions, or need additional information, please contact me at (360) 292-4942 or email at tom.swift@kpff.com.

Sincerely,

Thomas J. Swift, PLS
Land Survey Manager



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** 12 January 2016
Date: _____

Subject: 91st Avenue SE Safer Routes to School Sidewalk – Supplemental Agreement No. 2

Contact	Adam Emerson	Budget	\$28,390.00
Person/Department:	<u>Public Works</u>	Impact:	_____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute Supplemental Agreement No. 2 to the Master Professional Services Agreement with KPFF for survey services for 91st Avenue SE Safer Routes to School Sidewalk Survey in the amount of \$24,390.00 and authorize a \$4,000.00 management reserve.

SUMMARY/BACKGROUND: In 2015 the City was awarded a grant under the State’s Safe Routes to School program for the construction of a sidewalk along the east side of 91st Avenue SE between 8th Street SE and 12th Place SE. Included in the grant was funding for Design Engineering services, in the amount of \$110,700 of which \$39,230 is State funding and \$71,470 is City in-kind match. The State funding will be used to pay for survey services. The \$4,000 management reserve is to be used if additional survey services are determined to be needed from information obtained during the initial survey work.

The survey services will be used to develop the base map by which the City staff will prepare the design for the sidewalk. The work is expected to be completed by early spring with a target for construction in the summer of 2016.

KPFF is one of three firms included in the on-call engineering service Master Professional Services Agreement awarded by the City Council in December 2015. KPFF was selected based on their high scoring and are planned to receive the two sidewalk survey’s coming out this year.

BUDGET IMPACT: \$28,390.00

ATTACHMENTS:

- ▶ Exhibit A: Supplemental Agreement No. 1
- ▶ Exhibit B: Fee

EXHIBIT A

SUPPLEMENTAL AGREEMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF LAKE STEVENS
91st Avenue SE Safer Routes to School Sidewalk

This Supplemental Agreement No. 1 is made and entered into on the ____ day of _____, 2016, between the City of Lake Stevens, hereinafter called the "City" and **KPFF Consulting Engineers**, hereinafter called the "Consultant."

This agreement is made pursuant to and in compliance with the Master Professional Services Agreement for On-Call Surveying Services dated _____ and RCW 39.80 entitled "Contracts for Architectural and Engineering Services" following a Request for Qualifications awarded on 8th December 2015.

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for on call professional survey services, hereinafter called the "Project," said Agreement being dated _____ 2015; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for survey services for 91st Avenue SE sidewalk survey and to amend the total amount payable for this Agreement,

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

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

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in **Exhibit A1**, attached hereto and by this reference made part of this Supplemental Agreement No. 2.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph VI.1 Payments, Section (a), Provides that the Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$75,000.00 per calendar year without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount. The costs for this Supplemental Agreement No.2 are not to exceed \$24,390.00 as set forth in **Attachment A** attached.

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

Original Agreement Authorized Amount not to exceed per year		\$75,000.00
Supplemental Agreement No.1	\$	<u>10,630.00</u>
Supplemental Agreement No.2	\$	<u>24,390.00</u>
Supplemental Agreement No.3	\$	<u> </u>
Grand Total	\$	<u>35,020.00</u>

3. Article III, Section III.3 of the Original Agreement, Term is amended to add that the parties agree to extend the term of the agreement to terminate at midnight – **No Change**.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 2 as of the day and year first above written.

CITY OF LAKE STEVENS

KPFF Consulting Engineers

By: _____
John Spencer, Mayor

By: _____
Its _____

ATTEST/AUTHENTICATED:

Barb Stevens, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT B

ATTACHMENT A

SCOPE OF SERVICES FOR CITY OF LAKE STEVENS PROJECT NUMBER 16004 SAFE ROUTES TO SCHOOL – 91ST AVENUE SE

OVERVIEW: THE CITY IS SEEKING SURVEY SERVICES THAT WILL BE USED TO PERFORM THE DESIGN OF CURB, GUTTER, SIDEWALK, PROPERTY ACCESS, AND DRAINAGE AND IDENTIFIES RIGHT OF WAY LIMITS FOR 91ST AVENUE SE BETWEEN 8TH STREET SE AND 12TH PLACE SE, ROUGHLY 1500 LINEAR FEET.

SCOPE OF SERVICES

1. Conduct research of horizontal and vertical control information. Research and review existing surveys, legal descriptions, utility plans and drainage plans in the vicinity of the project limits.
2. Mark control line at the centerline of right-of-way in the field with PK type nails at 50 feet on center and paint with station designations.
3. Locate and identify underground and overhead utilities.
4. Perform a topographic survey 20 feet back of right-of-way line within the limits as depicted in Exhibit A.
5. Prepare a topographic survey basemap depicting the following:
 - a. Centerline and edges of right-of-way, installed control PK nails as outlined in Condition 2 and property lines;
 - b. Aboveground and underground utilities within right of way;
 - c. Edge of asphalt, edge of existing sidewalks, flow line of curb, back of curb, medians and driveways, top of ditch, flowline of ditch;
 - d. Fences, trees, signs, mail boxes, utility poles; and
 - e. One-foot contours.
6. Prepare electronic drawing files (dwg), compatible with AutoCAD Civil 3D 2010, according to the following:
 - a. Washington State Plan Coordinates NAD 83/91;
 - b. NAVD 88 vertical datum;
 - c. United States Customary units; and

- d. Position and view should be un-rotated from the coordinate system so that north points orthographically vertical on the screen.

DELIVERABLES

1. Letter of Transmittal on the Consultant's letterhead from the project manager stating that the topographic survey and electronic files have been reviewed and approved by a Licensed Professional Land Surveyor. Include PLS stamp and signature.
2. Topographic survey basemap in electronic file format as outlined in item 6 of the Scope of Services.
3. One half-size (11" x 17") plot of topographic survey basemap on the Consultant's title block stamped and signed by the project's Licensed Professional Land Surveyor.
4. One half-size (11" x 17") electronic plot (in .pdf form) of the topographic survey basemap on the Consultant's title block stamped and signed by the project's Licensed Professional Land Surveyor. This can be a high quality scan of the plot outlined in Condition 3 of the Deliverables.

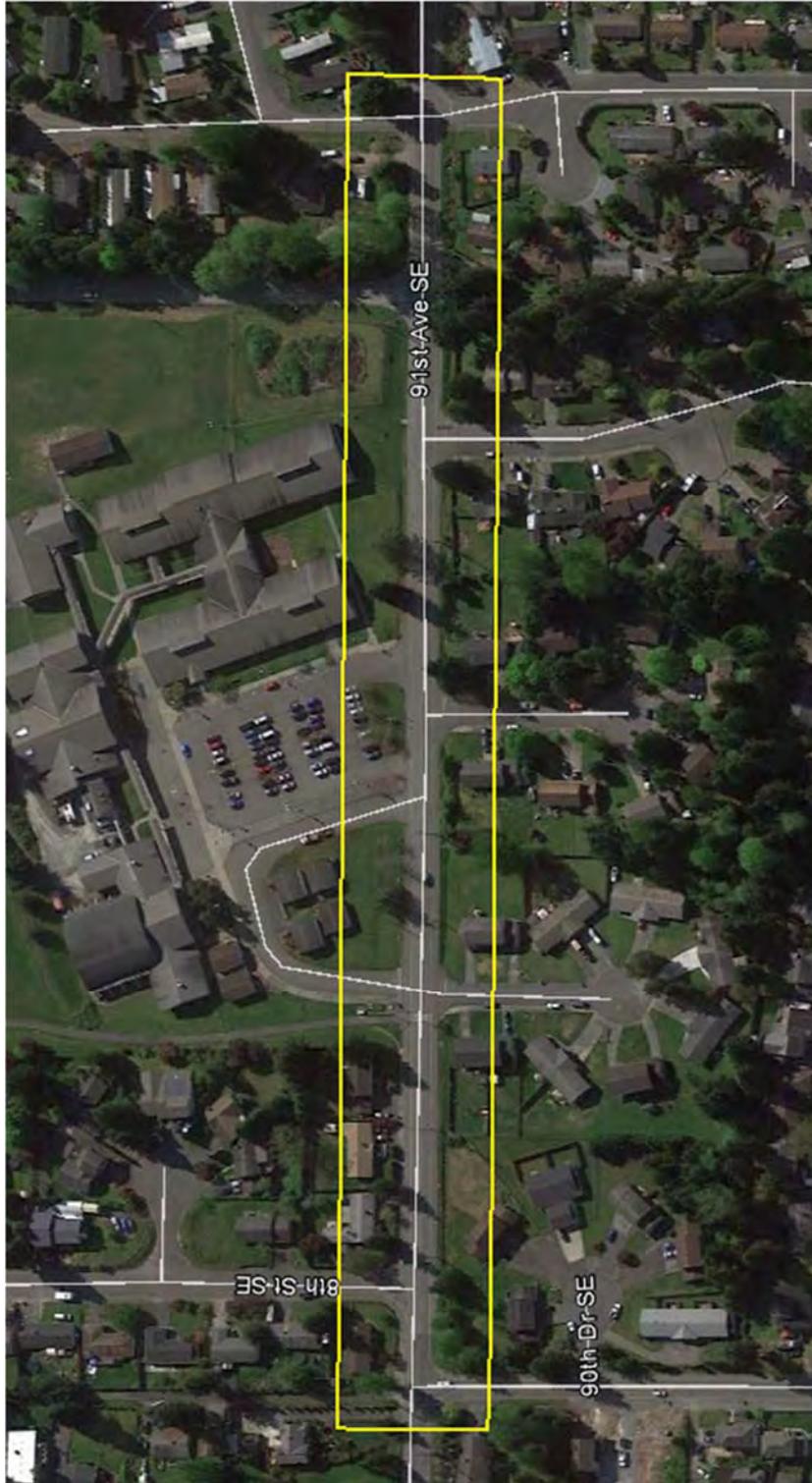
ASSUMPTIONS

1. Right-of-way will be shown based on best available record information and ties to existing monuments.
2. The City will obtain rights of entry with the private property owners within the topographic survey limits.
3. Utilities will be based on on-site locates and the best available record information and will be considered approximate only.
4. Topographic survey map will be drawn at a scale most convenient for sheet size.

TIMING OF COMPLETION

1. **30** calendar days following notice to proceed.
2. Payment shall be made within 30 days of invoicing following acceptance by the City.

EXHIBIT A1
PROJECT 16004
SAFE ROUTES TO SCHOOL – 91ST AVENUE SE



December 29, 2015

Adam Emerson, EIT
City of Lake Stevens

Subject: KPFF On-Call Services
Safe Routes to School - 91st Avenue SE

Dear Adam:

Thank you for contacting regarding the above mentioned project. I have received the scope of work, deliverable requirements, and the survey area in your email dated December 22, 2015. This letter is to serve as a supplement to your Attachment "A".

ASSUMPTIONS/EXCLUSIONS

- KPFF will obtain the services of a private utility locate company. The below mentioned fee is an estimate only and will be billed at cost.
- KPFF will pick up the 20 feet overlap as requested by the City. There are many areas where fences will need to be crossed in order to obtain the 20 foot overlap. Should the City need the area across private fences, rights-of-entry shall be obtained by the City.
- Preparing right-of-way acquisition or easement documents is not a part of this scope. Should this task become necessary, KPFF can provide the City with a fee proposal upon the City's request.
- No property corners will be set and a survey will not be recorded.

FEES

KPFF will provide the described scope of services according to the following fee schedule:

<i>TOPOGRAPHIC SURVEY</i>	<i>\$ 22,990</i>
<i>ESTIMATED REIMBURSABLE EXPENSES (UTILITY LOCATES)</i>	<i>\$ 1,400</i>

SCHEDULE:

KPFF can complete this project 30 days after written notice to proceed and receiving rights of entry.

Should you have any questions, or need additional information, please contact me at (360) 292-4942 or email at tom.swift@kpff.com.

Thomas J. Swift, PLS, Land Survey Manager



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** 12 January 2016
Date: _____

Subject: 2015 Cyclone Fencing Services – Award of Contract

Contact	Mick Monken	Budget	\$35,000.00
Person/Department:	<u>Public Works</u>	Impact:	_____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Award and authorize the Mayor to execute the 2015 Cyclone Fencing Services contract with Discount Fence, Inc. for an amount not to exceed \$35,000.00.

SUMMARY/BACKGROUND: Each year the City performs a number of cyclone fencing jobs that include new fence placement and replacement of damaged fence. The City put out a Request for Bids (RFB) which included providing a security fence along the southern side of the Police Station and for a public storm detention pond. The bid was set up on an estimated quantity for bidding purposed with the intent that increase in fencing quantities could be added to the contract up to a maximum total amount of \$35,000.

A total of four bids were received with the lowest bid being Discount Fence with a Total Base Bid of \$7,276.20. A bid tabulation is included in Exhibit A. The call for bids was put out in June 2015 and was delayed due to other related factors that could affect the fencing work. In particular was a decision on the siting of the emergency generator and timing for installation at the Police Department.

Under this action, staff is asking Council to approve a contract in the amount of \$35,000. The work to be performed under this contract would include budgeted fencing for 2016 and possibly emergency fencing repairs provided the total contract amount does not exceed the \$35,000 and any expenditure is budgeted for.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: Funding will be provided from within the existing approved 2016 budget or be brought before the Council in the next budget adjustment for those items not included in the 2016 budget.

ATTACHMENTS:

- ▶ Exhibit A: Bid Tabulation
- ▶ Exhibit C: Public Works Contract

EXHIBIT A

2015 Cyclone Fencing Services

Bid Results

Revision: 17 June 2015

Bid Item	Description	Est Qty	Unit	Discount Fence		CGP Fencing		KA General Constr		Guy Cive Constr	
				Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total
1	Installation of 6' high 9 gauge cyclone fence	200	LF	\$ 22.00	\$ 4,400.00	\$ 25.60	\$ 5,120.00	\$ 31.49	\$ 6,298.00	\$ 28.50	\$ 5,700.00
2	Installation of 6' high 9 gauge cyclone 3' gate	2	EA	\$ 150.00	\$ 300.00	\$ 324.00	\$ 648.00	\$ 300.00	\$ 600.00	\$ 350.00	\$ 700.00
3	Installation of 6' high 9 gauge cyclone 10' gate	2	EA	\$ 500.00	\$ 1,000.00	\$ 660.00	\$ 1,320.00	\$ 570.00	\$ 1,140.00	\$ 750.00	\$ 1,500.00
4	Removal and disposal of existing fence	100	LF	\$ 10.00	\$ 1,000.00	\$ 4.20	\$ 420.00	\$ 5.28	\$ 527.98	\$ 14.50	\$ 1,450.00
Sub-Total					\$ 6,700.00		\$ 7,508.00		\$ 8,565.98		\$ 9,350.00
WSST (8.6%)					\$ 576.20		\$ 645.69		\$ 736.67		\$ 804.10
TOTAL BASE BID					\$ 7,276.20		\$ 8,153.69		\$ 9,302.65		\$ 10,154.10

EXHIBIT B

ATTACHMENT B - SAMPLE CONTRACT
LIMITED PUBLIC WORKS CONTRACT

THIS LIMITED PUBLIC WORKS CONTRACT ("Contract") is made and entered into this _____ day of _____, 2016__, by and between Discount Fence Inc. ("Contractor") and the City of Lake Stevens, a municipal corporation ("City").

WHEREAS, services are needed for the installation of 6 foot high cyclone fencing for public facilities within the City's limits; and

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

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

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

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

1. **Scope of Work—the Project.**

The Contractor shall perform, carry out and complete the 2015 Cyclone Fencing Services Project ("Project") in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than 60 calendar days following the Notice to Proceed for each identified project.

2. **Contract Documents.**

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

- a. Request for Bids – Bid Description
- b. Plans and Contract Drawings.
- c. Scope of Work.
- d. Proposal/Bid Submittal (attached).
- e. 2014 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).
- f. 2010 APWA Supplement General Special Provisions (referenced but not attached).
- g. Addenda (if any)

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

3. **Commencement of Work.**

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

- a. Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with the certificates of insurance required under Section 22.
- c. The Contractor has obtained a City of Lake Stevens Business License.
- d. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

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

4. **Time is of the Essence/Liquidated Damages.**

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

5. **Payment for Project.**

- a. **Total Contract Sum for Project.** Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed \$35,000.00 in accordance with the bid price in Contractor's Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.
- b. **Payments shall be for Performance of Project Work.** Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.
- c. **Right to Withhold Payments if Work is Unsatisfactory.** If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.
- d. **Payments.** Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed

- by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.
- e. Payments for Alterations and/or Additions. Requests for change orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.
 - f. Final Payment. As a Limited Public Works project under \$35,000, the City shall not require a payment and performance bond nor withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the City shall not make the Final Payment to the Contractor under this Contract until the Public Works Director has issued a Final Acceptance of the Project and the following has occurred:
 - i. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the City.
 - ii. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect this Contract have been paid.
 - iii. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.
 - iv. The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.
 - g. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the Public Works Director as being one hundred percent (100%) complete.
 - h. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.
 - i. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and

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

6. **Term of Contract.**

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

7. **Termination of Contract.**

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

8. **Status of Contractor.**

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. **Permits.**

Required permits shall be obtained as follows:

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

10. **Business License Required.**

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

11. **Work Ethic.**

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

12. **City Ownership of Work Products.**

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

13. **Job Safety.**

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

14. **Prevailing Wages.**

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

15. **Taxes and Assessments.**

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

16. **Nondiscrimination Provision.**

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

17. **The Americans with Disabilities Act.**

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

18. **Compliance With Law.**

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

19. **Guarantee of Work.**

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

- c. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.
- d. Any repairs/or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

20. **Contractor's Risk of Loss.**

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

21. **Indemnification and Hold Harmless.**

- a. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.
- b. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.
- c. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.
- d. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the

- Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof by Contractor.
- e. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.
 - f. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

22. **Insurance.**

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

a. Minimum Scope of Insurance.

The Contractor shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

b. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- iii. Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

c. Other Insurance Provisions.

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

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

d. Acceptability of Insurers.

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

e. Verification of Coverage.

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

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

f. Contractor's Insurance for Other Losses.

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

g. Subcontractors.

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

h. Waiver of Subrogation.

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

i. Notice of Cancellation of Insurance.

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

23. **Assignment and Subcontractors.**

- a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.
- b. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.
- c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.
- d. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the

date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

- e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organizations directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it.
- f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

24. **Severability.**

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

25. **Integration and Supersession.**

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

26. **Non-Waiver.**

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

27. **Survival.**

Any provision of this Contract which imposes an obligation after termination or expiration of

this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. **Contract Representatives and Notices.**

This Contract shall be administered for the City by the City's Contract Representative, Barb Stevens, and shall be administered for the Contractor by the Contractor's Contract Representative Scott Wicken. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City:

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

To Contractor:

Name & Title of Binding Contract Officer
Discount Fence Inc.
7349 Ranger Station Road
Marblemount, WA 98267
360-873-4005

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

29. **Third Parties.**

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

30. **Governing Law.**

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

31. **Venue.**

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

32. **Attorney Fees.**

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

33. **Authority.**

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

City to all the terms, performances and provisions of this Contractor.

34. **Counterparts.**

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

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

CITY OF LAKE STEVENS

CONTRACTOR NAME

By: _____
John Spencer, Mayor

By: _____
Print Name: _____
Title: _____

Approved as to form:

Grant Weed, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City Signature

Contractor Signature

City of Lake Stevens REQUEST FOR BID 2015 Cyclone Fencing Services

Revision: 29 May 2015

Project No.: 15040

INTENT: Installation of cyclone fencing on a public sites of 6 foot high 2 inch diamond galvanized cyclone fence.

LOCATION: To be determined. Location, length of fence, and possible gate configuration is dependent on the City selected site after the contract is awarded.

SCOPE OF WORK: Work shall consist of the delivery and installation of a 6 foot high, closed end top, 9 gauge galvanized commercial grade cyclone fence and possibly at some sites 6 foot high 3 foot wide and/or 10 foot wide swing gate/s. Spacing of vertical poles shall not exceed 10 feet. All material, workmanship, and specifications shall conform to accepted industry practice for public facilities.

During the course of installation of the fence, the contractor shall take care not to damage City properties and shall repair any damage that occurs from their site work. The contractor shall coordinate installation of new fencing with the City such that the site remains operational. The contractor shall have underground utilities located prior to fence installation.

SITE PLANS

Two typical site plan drawing is included in **Attachment A**.

BID ITEMS DESCRIPTION:

Bid Item 1 – Installation of 6’ high 9 gauge cyclone fence: shall include all material, labor, equipment, and site preparation necessary for the installation on the City’s designated site of a 6 foot high, closed end top, 2 inch diamond, galvanized cyclone fence.

Bid Item 2 – Installation of 6’ high 9 gauge cyclone 3’ wide gate: shall include all material, labor, equipment, and site preparation necessary for the installation on the City’s designated site of a 6 foot high, 3 foot wide, lockable closure, closed end top, 2 inch diamond, and galvanized cyclone fabric gate.

Bid Item 3 – Installation of 6’ high 9 gauge cyclone 10’ wide gate: shall include all material, labor, equipment, and site preparation necessary for the installation on the City’s designated site of a 6 foot high, 10 foot wide, lockable closure, closed end top, 2 inch diamond, and galvanized cyclone fabric gate.

Bid Item 4 – Removal and disposal of existing fence: shall include the removal and disposal

off site, including foundation, of an existing fence.

INQUIRIES: Questions on this work need to be directed to the following City staff:

Scott Wicken, Public Works Superintendent

swicken@lakestevenswa.gov

425-212-3243

Inquiries made and responses given may be posted on the City's website for all potential bidders to review.

CONTRACT: Work shall comply with the terms and conditions of the sample contract included in ATTACHMENT B - SAMPLE CONTRACT.

TIME FOR COMPLETION OF WORK: Installation shall be completed within 30 calendar days of notice to proceed per site.

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

WARRANTY: The contractor shall warrant that the materials and workmanship are free of defects for a period of 12 months after final City acceptance of the entire scope of this contract. Any repairs/or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

PREVAILING WAGES: Prevailing wages are required on this project.

PERMITS: The City will cover the City issued permits for this project. Other permits that may be required outside of the City's requirements are the responsibility of the contractor to obtain.

BUSINESS LICENSE: Contractor is required to obtain a City Business License prior to performing work within the City.

BID SUBMITTAL: The bidder must complete the Bid Proposal section on this document. Failure to complete the Bid Proposal may be considered a non-responsive bid. Bid must be received by the City by **15 June 2015** at 4:00 pm at the City Hall located at 1812 Main Street, PO BOX 257 Lake Stevens, WA 98258 or emailed to awells@lakestevenswa.gov. Post mark is not considered. Bids received after the deadline will not be considered.

Bid must include name of company, contact information, contractor's license number. The bid is to be provided as a Lump Sum and shall include all applied taxes.

AWARD PROCESS: The City will review bids received by the submission deadline. The review panel will select the bid of the lowest responsible bidder based on the qualities provided in the Bid Proposal. Note that the quantities shown on the bid proposal are strictly for bidding purpose and does not

necessarily reflect true quantities under this contract. The City reserves the right to reject any and all bids.

p:\public works\projects\2015 projects\15040 - police parking fence\documents\rfb - pd so parking lot fence.docx

City of Lake Stevens

Bid Proposal
2015 Cyclone Fencing Services

RECEIVED
JUN 02 2015
CITY OF LAKE STEVENS

The following proposal is for the installation of cyclone (chain link) fence on a single or variety of sites. Note that the quantities shown on the bid proposal are strictly for bidding purpose and does not necessarily reflect true quantities under this contract. The City reserves the right to increase, decrease, or delete the shown quantity over the term of the contract.

Bid Item 1 – Installation of 6' high 9 gauge cyclone fence	200 LF	\$ <u>4,400.00</u>
Bid Item 2 – Installation of 6' high 9 gauge cyclone 3' wide gate	2 EA	\$ <u>300.00</u>
Bid Item 3 – Installation of 6' high 9 gauge cyclone 10' wide gate	2 EA	\$ <u>1,000.00</u>
Bid Item 4 – Removal and disposal of existing fence	100 LF	\$ <u>1,000.00</u>
	SUB-TOTAL	\$ <u>6,700.00</u>
	Sales tax (8.6%)	\$ <u>576.20</u>
TOTAL BASE BID (Sub-Total + Sales Tax)		\$ <u>7,276.20</u>

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

Company: Discount Fence Email: missylee@discountfencewa.com
Address: 7349 Canger Station Rd City: Martinez zip: 98267
Signature: Michelle M Lee Date: 6/2/15 2015
Print Name: Michelle M Lee Phone: 360-873-4005

Bid Proposal must be provided to the City by **4:00 PM** on **15th June 2015**, late submittals will not be accepted. Email, FAX and mailed bids will be accepted using the following methods:

Email: Amanda Wells at awells@lakestevenswa.gov

FAX: (425) 212-3328 attn. Amanda Wells

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



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** 12 January 2016
Date: _____

Subject: Department of Corrections Class IV Work Crew Master Agreement

Contact Person/ Department:	<u>Mick Monken Public Works</u>	Budget Impact:	<u>\$12,000 estimated</u>
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Authorize the Mayor to sign the Department of Corrections Master Agreement for 2016**

SUMMARY/BACKGROUND: Over the past few years, the City has been using the services of Washington State Department of Corrections (DOC) to perform vegetation removal, liter cleanup work, and general cleaning services in street right-of-ways, storm facilities, and parks. This has consisted of low skill level tasks. The annual cost for this has ranged between \$5,200 and \$12,000.

Priority service that the DOC has been performing has been storm pond maintenance. The pond maintenance has been performed to meet requirements of the City's National Pollutant Discharge Elimination System (NPDES) permit. With the recent annexation this service area has significantly increased. Another significant service area has been weeding parks and landscaped public areas.

This is a very cost effective service. The DOC crew size typically consists of 7 workers and a Correctional Officer. Occasionally the crew size varies between 5 to 10 workers. The cost to the City per DOC crew member is approximately 2.50 per hour which includes an hourly rate and overhead. Overhead consists of a vehicle, personal safety equipment, and a Corrections Officer. The typical daily cost is estimated to be in the range of \$250 to \$350 or approximately \$30 per day per worker.

Funding for this program is paid from repairs and maintenance in the Street, Surface Water and Park Department funds. The \$12,000 estimated for 2016 is based on the past year's expenditures and projected work. The approval of this action allows the City to have a working agreement with the DOC but does not have a set expenditure contractual limit. This allows the City to use the DOC for non-planned activities, such as an emergency, without having to amend the agreement.

Note: DOC has changed from a contract period of July to July to January through December.

APPLICABLE CITY POLICIES: Requirement of the City NPDES permit.

BUDGET IMPACT: **\$12,000 estimated limit divided between Street, Surface Water, and Parks funds. Budget can be increased based on project specific tasks.**

ATTACHMENTS:

- ▶ Attachment Copy of DOC Class IV Work Crew Master Agreement

ATTACHMENT A

Class IV Work Crew Master Agreement
Between
THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS
And
CITY OF LAKE STEVENS

This Master Contract Agreement is entered into by and between the State of Washington, Department of Corrections, hereinafter referred to as DOC, and, City of Lake Stevens located at **1812 Main Street, Lake Stevens**, hereinafter referred to as the 'RECIPIENT OF THE SERVICES' or 'RECIPIENT'. Legal authority for this Master Contract Agreement is pursuant to RCW 72.09.100 and Chapter 137-80 WAC.

Offenders who provide services under this Agreement reside in a DOC prison and are under the jurisdiction of the Washington State Department of Corrections.

1. PURPOSE

The purpose of this Agreement is to provide the master terms and conditions between the parties for offenders to provide work crew services to the RECIPIENT. To be eligible to receive offender services, the RECIPIENT must be an agency of Washington State government, a local government or federally recognized Indian tribe within Washington State or a public benefit nonprofit as defined by the IRS; a 501(c)(3) Charitable Organization or a 501(c)(4) Social Welfare Organization. No public employees will be displaced as a result of this Agreement.

On January 1, 2016, the terms and conditions contained in this Master Agreement will replace and terminate any previous Work Crew Agreement and Work Project Descriptions between the Parties. For this Master Agreement to be valid it must be signed by the DOC Contracts Administrator or designee on behalf of DOC.

2. WORK PROJECT DESCRIPTIONS

Offender work crew projects are limited to those that can be properly supervised as determined by the Superintendent of the Institution or designee and the RECIPIENT's Contract Manager. Each project is subject to careful review for custody and security requirements. Each distinct project requires a separate Work Project Description that is signed by both parties to this Agreement. [See Attachment A] The Work Project Description will detail the work to be done by offenders, the cost to the RECIPIENT and other specifics of the particular project.

The Institution Superintendent or designee is authorized to sign Work Project Descriptions on behalf of DOC. A Work Project Description may be valid for up to one year but must end prior to or on the same date as this Master Contract Agreement. All services provided under each signed Work Project Description shall be performed pursuant to the terms of this Master Agreement.

3. TERM

The term of this Master Agreement shall begin January 1, 2016 and continue through November 30, 2019, unless terminated sooner as provided for herein.

4. BILLING and PAYMENT

In consideration of the services provided hereunder, payment to DOC will be as follows:

- A. DOC will invoice the RECIPIENT for payment by the 20th of the month following each month in which offender services were provided. Invoices for payment will include all direct and indirect charges payable to DOC by the RECIPIENT that were negotiated between the Parties, except that payment for offender L&I insurance coverage will be paid directly to L&I by the RECIPIENT and will not appear on DOC invoices.
- B. Payment by the RECIPIENT, will be due to the DOC address indicated below within 30 calendar days of the date of the invoice. This DOC Master Agreement number and the location of the project for which payment is made must be included with each payment.
- C. Workers compensation insurance is required by law for offenders who provide services to the RECIPIENT under the terms of this Agreement. RECIPIENT will:
 - 1) Prior to contract execution, contact its L&I Account Manager to request/authorize the addition of Offender **L&I Risk Classification 4908** to the RECIPIENT's L&I Account.
 - 2) Provide DOC with a copy of the Rate Notice received from L&I that confirms the addition of **Risk Classification 4908** to the RECIPIENT's L&I Account. DOC advises RECIPIENT to include the L&I Rate Notice when returning this partially executed Agreement to DOC for final signature by DOC.
 - 3) Each quarter, for offender services provided to the RECIPIENT during the previous quarter, report to L&I the total number of offender hours worked and pay the total cost due for workers' compensation coverage directly to L&I for those offender hours.
- D. Addresses to use for Billing and Payment.
 - 1) **Billing** - Invoices for payment will be mailed to the address provided by the RECIPIENT:

City of Lake Stevens
Attn: Amanda Wells
POB 257
Lake Stevens, WA 98258-0257
 - 2) **Payment**
 - a. **State Agencies Only** - will pay using the following statewide vendor number: **SWV0003872-01** [IAP Payment - DOC General Account]
 - b. **All Other RECIPIENTS** - will send payment to the address provided by the DOC facility from which offender services were provided.

5. TERMINATION

When in its own best interest, either party may terminate this Agreement, in whole or in part, upon 30 days' written notice to the other party, beginning on the second day after mailing such notice. If this Agreement is so terminated each of the parties shall be liable only in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

6. SELECTION OF OFFENDERS

The Institution will select the offenders for each work crew. Selection criteria will conform to DOC Policy 700.400, CLASS IV OFF-SITE WORK CREW, DIRECTIVE III, Offender Eligibility, as now written or hereafter revised.

7. HAZARD ASSESSMENT AND MITIGATION

- A. In accordance with the DOC Office of Risk Management, work generally considered to be dangerous or hazardous may not be performed by offenders.
- B. Before DOC offenders may provide services at any new and distinct project location, the RECIPIENT will assess the location for hazardous conditions and/or materials. (See Attachment B)
- C. The RECIPIENT's assessment must be performed in accordance with WAC 296-800-160 and provided to DOC using DOC Form 03-247 or other similar hazard assessment and PPE selection worksheet. The RECIPIENT will inform DOC promptly, in writing, if hazardous conditions or materials are found at the new project site.
- D. Once notified, DOC at its own discretion, may a) identify, with the RECIPIENT, the protective equipment or clothing that is needed for offenders and correctional officers to mitigate the effects of the on-site hazard(s); or b) request that the RECIPIENT remove or otherwise mitigate the hazard before offenders perform the contracted work crew services at that site; or c) withdraw from the project.
- E. If hazardous conditions or materials are discovered while offenders are working at RECIPIENT's site, then offender work will be suspended immediately and RECIPIENT will make appropriate regulatory notifications and request further assessment.

8. TOOLS, EQUIPMENT AND SUPPLIES

- A. In General
 - 1) DOC will provide offenders with basic work attire, such as boots, gloves, goggles and rain gear, that may be needed for any project;
 - 2) If the Parties to this Agreement do not negotiate otherwise, the RECIPIENT will provide any additional tools, equipment and supplies that offenders need to accomplish the Recipient's specific work project. This will include any Personal Protective Equipment (PPE) e.g. bump hats, specialized goggles or gloves, hearing and eye protective devices, etc. and any specialized safety equipment (SSE) necessary to protect offenders and correctional officers from hazards at the project site.
 - 3) The specific tools, equipment and supplies necessary for each project, and the party to the Agreement responsible for providing each item, will be designated in the Work Project Description for that project.

9. TRAINING

- A. The RECIPIENT will train offenders regarding the work to perform as well as any safety requirements specific to the project site and the use of any specialized equipment.

- B. The RECIPIENT will ensure that all safety training is in compliance with all applicable laws and regulations including, but not limited to, Division of Occupational Safety and Health (DOSH) regulations and the Washington Industrial Safety and Health Act (WISHA).

10. PRISON RAPE ELIMINATION ACT (PREA) and SEXUAL MISCONDUCT

PREA requirements shall apply to any person having contact with offenders under DOC jurisdiction. This includes, but is not limited to, governmental entities, contractors and their employees; Recipients of offender work crew services, vendors and their employees, student interns and volunteers, hereinafter referred to collectively as 'contractor'. Contractors may obtain electronic access to the documents cited below in Section 1, Authorities, from the DOC website.

A. Authorities

In the performance of services under this Contract, Contractors shall comply with all federal and state laws and DOC policies regarding sexual misconduct including, but not limited to:

Federal Law:

- Prison Rape Elimination Act of 2003 (PREA);

State Law, Washington:

- RCW 72.09.225, Sexual misconduct by state employees, contractors;
- RCW 9A.44.010, Definitions;
- RCW 9A.44.160 Custodial sexual misconduct in the first degree;
- RCW 9A.44.170, Custodial sexual misconduct in the second degree;

DOC Policy:

- DOC 490.800, Prison Rape Elimination Act (PREA) Prevention and Reporting;
- DOC 490.820, Prison Rape Elimination Act (PREA) Risk Assessments and Assignments;
- DOC 490.850, Prison Rape Elimination Act (PREA) Response;
- DOC 490.860, Prison Rape Elimination Act (PREA) Investigation; and
- DOC 610.025, Medical Management of Offenders in Cases of Alleged Sexual Abuse or Assault.

B. Contractor Requirements include, but are not limited to:

1. Zero tolerance toward all forms of sexual abuse and sexual harassment;
2. Familiarization and compliance with PREA law, relevant Washington State laws and DOC policies regarding PREA and sexual misconduct;
3. Ensuring that anyone who may have contact with DOC offenders complete DOC PREA/Sexual Misconduct training and comply with all PREA standards.
4. All personnel under this contract, with access to DOC offenders, must certify that they have not:
 - Engaged in sexual misconduct in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution as defined in 42 U.S.C. 1997;
 - Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - Been civilly or administratively adjudicated to have engaged in the activity described above.

5. Providing sexual misconduct disclosure forms to DOC (DOC Form #03-502), completed by each person providing services, retaining a copy of the same in each individual personnel record.
 6. Submitting to a criminal background check, performed by DOC, at least once every five years.
 7. Compliance with the affirmative duty to report personnel with any conviction or adjudication of a violation of any of the offenses listed in #4, above.
- C. Investigations. DOC will investigate any allegation of the contractor's failure to comply with DOC PREA policies or the PREA standards.
- D. Consequences of a Contractor's failure to conform with DOC PREA policies include, but are not limited to:
1. Contractor removal from proximity to offenders;
 2. Contractor removal from contract work at DOC;
 3. Contract termination.

11. CONTRACT MANAGEMENT

The contract manager(s) for each of the Parties shall be responsible for and shall be the contact person(s) for all communications regarding the performance of this Agreement. Either party may, with written notice to the other, designate different contact persons.

RECIPIENT: Monte Ervin, Public Works Lead, 425-563-3513, mervin@lakestevenswa.gov

DOC: Kari Styles, Correctional Unit Supervisor, (360) 794-2290, kari.styles@doc.wa.gov

12. SUPERVISION

- A. The Work: RECIPIENT will supervise the work performed by offenders and maintain daily oversight of the project until completed. RECIPIENT will provide adequate worksite instruction and direction to all offenders, to ensure safe work performance and proper project outcome.
- B. Security and Custody: A first aid qualified Correctional Officer will supervise offenders at all times. Such DOC supervision shall only be for the security and custody of the offenders and the safety of the public at large.

Correctional Officers may not supervise the work performed by offenders or be responsible for project outcomes.

- C. On-Site Illness/Accidents: In the event of offender illness or injury, DOC will provide the appropriate first aid. If necessary, emergency medical assistance will be called, or the offender will be transported to the nearest medical facility for treatment.
- 1) Expenses:
 - a) Illness. DOC will pay all expenses related to treatment of offender illness.
 - b) Injury. The cost of treatment provided to offenders beyond first aid for any and all work related injuries will be paid in accordance with Title 51 RCW.
 - c) The RECIPIENT's L&I account number, 248,643-00 will be the account number used by offenders, DOC and medical providers when reporting offender work related injury.

13. PUBLIC INFORMATION

Neither party shall arrange for news media coverage without the consent of the other party, nor shall either party release information to the news media without the consent of the other party.

14. WORK PRODUCT and PERFORMANCE

A. Washington State and DOC, including its agents and/or employees:

- 1) Are not responsible for, and do not guarantee, the quality of the work performed or products produced by offenders on work crews;
- 2) Shall not be required to pay other workers to re-do or repair the work performed by the offenders; and
- 3) Are not responsible for damages to third parties resulting from the work performed or products produced by offenders on work crews.

15. INDEMNIFICATION

A. RECIPIENT, its agents, and/or employees:

- 1) Are responsible for any damages resulting from the negligence of the RECIPIENT, its agents, and/or employees; and
- 2) Do indemnify, defend, and hold harmless DOC for claims arising from the negligent acts or omissions of the RECIPIENT, its agents, and/or employees.

B. DOC, its agents, and/or employees:

- 1) Are responsible for damages that arise out of DOC, its agents, and/or employees' negligent security supervision of offenders.

C. In accordance with the laws of the state of Washington and to the extent permitted by law, if both parties to this Agreement are negligent and jointly liable, each party will assume responsibility for its own negligent acts or omissions.

16. TRANSPORTATION

The DOC Facility has sole responsibility to transport offenders to and from the work project site.

17. DISPUTES

Should the parties hereto be unable to informally resolve any dispute concerning the terms of this Agreement, the dispute will be settled in binding arbitration by an arbitrator chosen by consent of both parties.

18. INSURANCE

RECIPIENT will provide DOC with proof of current general liability insurance coverage when signing and returning this Agreement for final signature by DOC. RECIPIENT must maintain its policy of general liability insurance throughout the term of this Agreement and provide renewed proof of such coverage to DOC annually with each new Work Project Description.

RECIPIENT'S liability insurance coverage must have a limit of not less than \$1,000,000 per each occurrence with an aggregate limit of at least \$2,000,000.

19. PUBLIC BENEFIT NON-PROFIT

In order to utilize offender work crew services, RECIPIENTS that are non-profits, must be public benefit non-profits, as defined by the federal Internal Revenue Service (IRS). Those that are public benefit non-profits must provide proof to DOC of official IRS designation as a (501(c)3) Charitable Organization or a (501(c)4) Social Welfare Organization.

The RECIPIENT must provide DOC with proof of its IRS public benefit non-profit designation, with this partially signed Agreement when returning this partially signed Agreement to DOC Contracts and Legal Affairs for the final signature by DOC.

20. CHANGES AND MODIFICATIONS

Changes or modifications to this Agreement shall not be binding unless agreed to in writing by the parties hereto prior to such change or modification. Only the DOC Secretary or designee has the authority to alter, amend, modify, or waive any clause or condition of this Agreement for DOC.

21. WAIVER

Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement is held invalid by any court, such invalidity shall not affect the validity of the other terms and conditions of this Agreement.

23. INTEGRATION

This Agreement contains all the terms and conditions agreed upon by the parties. No understandings or otherwise regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. As used herein, reference to the Agreement shall include this Master Agreement, fully executed amendments to this Agreement, and any Work Project Descriptions executed and attached hereto.

THIS Agreement, consisting of eight (8) pages and one (1) attachment, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

CITY OF LAKE STEVENS

DEPARTMENT OF CORRECTIONS

(Signature)

John Spencer

(Printed Name)

(Title)

Mayor

(Title)

(Date)

(Signature)

Gary Banning

(Printed Name)

(Title)

Contracts Administrator

(Title)

(Date)

Approval on file.

This contract format was approved
by the Office of the Attorney General.

Approved as to Form:

By Tim Lang, Sr. Assistant Attorney General
December 8, 2015

FOR INFORMATION ONLY

EXAMPLE ATTACHMENT

A

**WASHINGTON STATE DEPARTMENT OF CORRECTIONS
Corrections Center
Prisons Division CLASS IV Work Project Description**

Contract Number: K_____

RECIPIENT: _____

RECIPIENT L&I Account Number: _____

RECIPIENT is: Government Entity State Agency Public Benefit Nonprofit

RECIPIENT Contact: _____ Phone: _____ Email: _____

Department Contact: _____ Phone: _____ Email: _____

DOC offenders will: *(describe the work).*

Number of offenders on crew: *(insert number).*

Project Location: _____

Project Period (One year maximum): _____ through _____

Projected Total Number of Crew Hours: _____

Approximate Work Hours: Arrive at _____ a.m. Depart at _____ p.m.

Special Payment Terms. RECIPIENT will pay DOC:

1. Offender gratuity of \$_____ per offender/per hour for services provided;
2. Transportation Costs:
 - a. \$_____ to transport offenders; includes mileage, vehicle wear and tear, fuel, Tacoma Narrows Bridge toll, etc.
3. Other direct and indirect costs \$_____; to include _____.

PPE, Tools and Equipment Provided by:

RECIPIENT: _____

DOC: _____

Hazard Assessment and PPE Selection Worksheet attached? Y N

Additional Terms:

RECIPIENT

DEPARTMENT OF CORRECTIONS

SAMPLE – DO NOT SIGN

SAMPLE – DO NOT SIGN

Signature

Signature of Superintendent

Title

Institution

Date

Date



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 12 January 2016

Subject: 2016 On-Call Engineering Services

Contact	Adam Emerson, E.I.T.	Budget	N/A
Person/Department:	<u>Public Works Department</u>	Impact:	<u></u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Master Professional Services Agreement with AMEC Foster Wheeler, Perteet and Tetra Tech for general on-call engineering services, Robinson Noble and GeoTest for geotechnical engineering services, Lochner for transportation engineering services and CHS Engineers for plan review services with a term to end 31 December 2017.

SUMMARY/BACKGROUND: City staff seeks to use on-call professional services to assist with technical services for various small size projects and emergency services.

In October 2015, the City released a request for qualifications (RFQ) for professional engineering firms to provide various general and specialized engineering services in an on-call capacity. The intent is to pre-select engineering professionals to use for services up to \$75,000 per calendar year. This action will save the City time and expense for legal services and the selection process as it only needs to be performed once over the next two years. This action satisfies the procedures of RCW 39.87 by advertising for these services and selecting the “most qualified firm”.

Twenty statements of qualifications (SOQ) were submitted. Three staff members from Public Works and Planning reviewed each SOQ based on the consultant’s qualifications, experience and personnel. Of the twenty, 7 firms were selected: AMEC Foster Wheeler, CHS Engineers GeoTest, Lochner, Perteet, Robinson Noble and Tetra Tech. Each of these firms achieved 75% or more of the points available under the decision matrix. By contracting with multiple firms this will give the City alternatives to determine which firm is the best fit for the services needed for the task.

This action provides pre-approval for the use of the selected consultants. When a consultant is intended to be used for a service, the City and consultant will enter into a “Project Specific” Professional Service Supplemental Agreement (PSSA). A PSSA is limited to an amount not to exceed \$75,000.00 per calendar year. If the PSSA is anticipated to exceed \$5,000, it will be brought before the Council for authorization. Under \$5,000 will be authorized under the authority of the Mayor.

BUDGET IMPACT: Not Applicable

ATTACHMENTS:

- ▶ Attachment A: Scoring
- ▶ Attachment B: Master On-Call Professional Services Agreement with Supplemental Form

ATTACHMENT A

Firm	Score
AESI	276
AMEC Foster Wheeler	395
CG Engineering	274
CHS Engineers	362
GeoDesign	319
GeoTest	361
Gray & Osborne	350
HWA Geosciences	289
KPFF Consulting Engineers	356
Krazan & Associates	326
Lochner	382
Otak	332
Perteet	381
Reid Middleton	311
Robinson Noble	361
Skillings Connolly	317
Tetra Tech	365
Tuttle Engineering & Management	312
Universal Field Services	256
Wilson Engineering	304

ATTACHMENT B

MASTER ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS AND [REDACTED] FOR ENGINEERING CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation (“City”) and Consultant Name, a Washington Insert legal status, i.e., Limited Liability Company, Sole Proprietor, Inc., P.S., (“Consultant”), licensed to do business in the State of Washington.

This agreement is made pursuant to and in compliance with RCW 39.80 entitled “Contracts for Architectural and Engineering Services” following a Request for Qualifications awarded on _____, 20____.

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding on-call engineering services as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed

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

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

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

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

III.3 TERM. The term of this Agreement shall commence on 1 January 2016 and shall terminate at midnight, 31 December 2017. The parties may extend the term of this Agreement by written mutual consent.

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

III.5 EMPLOYMENT.

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

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

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or

otherwise. *(Please indicate No or Yes below)*

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

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

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

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, em-ployees 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 Consultant 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. 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, Consultant 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 Consultant 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 Consultant, its agents, representatives, employees or subcontractors. The Consultant 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 – Consultant shall obtain insurance of the types described below:**

(1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 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 Consultant'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 Consultant'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.

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

(4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

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

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

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

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

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

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

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

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

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit Exhibit No.:

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$75,000.00 per calendar year without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

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

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

ARTICLE V. GENERAL

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

City of Lake Stevens
Attn: City Clerk
1812 Main Street
Post Office Box 257 Lake
Stevens, WA 98258

Consultant Legal Name
Attn: Consultant Contact
Consultant Mailing Address
City, State Zip

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

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

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section 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 _____, 20_____.

CITY OF LAKE STEVENS

TRUE AND ACCURATE NAME OF
CONSULTANT

By: _____
John Spencer, Mayor

By: _____

Printed Name and Title

Approved as to Form:

Grant K. Weed, City Attorney

EXHIBIT A SCOPE OF SERVICES

The purpose is for the selected consulting engineering firm to supplement services performed by the City's engineering and planning staff. Documents developed shall be in accordance with the City's Engineering Design and Development Standards, adopted version of the Department of Ecology Stormwater Management Manual for Western Washington and adopted version of the Washington State Department of Transportation Standard Specifications. The consultant will be responsible for the contract administration, management, inspection, and coordination of all sub-consultant's work. The consultant will be required to stamp and sign any engineering design computations, standard plan sheets, specifications or other documents that the consultant developed as part of this contract.

Services provided under this contract may include but not limited to the following:

- Transportation Engineering/Planning
 - Motorized
 - Non-Motorized
- Stormwater Engineering
- Geotechnical Engineering
- Environmental Engineering
- Structural Engineering
- Construction Inspection
- Plan Review
- Right of Way Acquisition

The specific services for projects awarded under this Master On-call Engineering PSA will be provided in **Project Specific Professional Services Agreement for On-call Engineering Services (PS On-Call Engineering PSA)** with a scope of work and cost estimate including but not limited to:

- a. Project Name
- b. Technical Approach (if necessary)
- c. Deliverables
- d. Schedule
- e. Cost/Hour Estimate
- f. Due Date



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: January 12, 2016

Subject: Ordinance 948 – LSMC 3.60 Donations to City

Contact Person/Department: Barb Stevens – Finance/City Clerk **Budget Impact:** No

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Ordinance 948 adding a New Chapter 3.60 to the Lake Stevens Municipal Code entitled Donations to City.

SUMMARY/BACKGROUND:

Every city and town in the state has the authority to accept donations. Ordinance 948 establishes chapter 3.60 which allows for the administration, acceptance and use of donations as required by law.

This new chapter will allow the City Administrator or designee to approve and accept donations made to the City up to \$5,000. Donations above this threshold, as well as all donations of real property, will require City Council approval by Resolution.

The City receives various donations throughout the year, including cash, art, and private grants. This Ordinance establishes procedure and authority to do so.

APPLICABLE CITY POLICIES:

RCW 35.21.700; RCW 35A.11.040

BUDGET IMPACT: None

ATTACHMENTS:

- ▶ Ordinance 948 – LSMC 3.60 – Donations to City

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON
ORDINANCE NO. 948

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, ADDING A NEW CHAPTER 3.60 ENTITLED “DONATIONS TO CITY” TO THE LAKE STEVENS MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION.

WHEREAS, the City of Lake Stevens is a non-charter code city and pursuant to Chapter 35A.11 RCW is vested with broad powers and may adopt and enforce ordinances of all kinds relating to and regulating its local or municipal affairs and appropriate to the good government of the city; and

WHEREAS, RCW 35.21.100 and RCW 35A.11.040 provide that the City may accept money or property donated, devised or bequeathed to it for any municipal purpose and carry out the terms of the donation, devise or bequest, if within the powers granted by law; and

WHEREAS, the City Council desires to adopt this ordinance to establish a procedure and means for the receipt of, and accounting for, donations;

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

Section. 1. A new Chapter 3.60 entitled “Donations to City” is hereby added to the Lake Stevens Municipal Code, to read as follows:

Chapter 3.60
Donations to City

Sections:

3.60.010	Definition
3.60.020	Administration
3.60.030	Use
3.60.040	Acceptance

3.60.010 Definitions.

As used in this chapter, the term “donation” refers to any money or property, real or personal, donated, devised or bequeathed, with or without restriction, to the City of Lake Stevens.

3.60.020 Administration.

The City Administrator or designee shall have the responsibility for the financial administration of all donations of the City, shall maintain records and accounts thereof in accordance with state and city laws and policies and is authorized to determine the appropriateness, usefulness and value to the City of all nonmonetary donations and to recommend to the City Council the retention, improvement, return to donor, transfer, trade, sale, donation to other agency or other disposition.

3.60.030 Use.

In the event a donor has indicated a desire for a particular use by the City of a donation, such donation shall, to the extent reasonably feasible, be used consistent with the donor's desired use as long as such condition(s) do not conflict with city, state or federal law, in which case the city shall ask that the condition(s) be removed or decline the donation.

3.60.040 Acceptance.

1. The City has the discretion to accept or decline any proposed donation, whether conditioned or not.
2. All monetary and non-monetary donations with a current value of up to \$5,000 may be approved and accepted for the City by the City Administrator. All donations with a value greater than \$5,000 must be accepted by Resolution of the City Council. The City Administrator shall estimate the value of any non-monetary donation not supported by an appraisal, for the purpose of compliance with this section.
3. All donations of real property, whether conditioned or unconditioned, must first be approved by Resolution of the City Council.

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

Section 3. Effective Date and Publication. 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 12th day of January, 2016.

John Spencer, Mayor

ATTEST/AUTHENTICATION:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant Weed, City Attorney

First and Final Reading:
Published:
Effective:



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** 12 January 2016

Subject: Resolution 2016-01 Amending Resolution 2014-13 – Traffic Impact Fee Incentive

Contact Person/Department: Mick Monken **Budget Impact:** NA
Public Works

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: – Discuss proposed changes and if acceptable Adopt Resolution 2016-01 Amending Resolution 2014-13 clarifying the intent of the City’s Temporary Traffic Impact Fee Exemption incentive program.

SUMMARY/BACKGROUND: At the 13th October 2015 Council meeting a letter was submitted by Patrick McCourt, representing Trestle Holdings, LLC (TH), regarding a Traffic Impact Fee exemption request in accordance with Resolution 2014-13. The letter requested clarification from the City Council on the intent of this Resolution. The issue presented by Mr. McCourt was that the Trestle Holdings site was not included in an eligible commercial zoning (Neighborhood Business). Staff was directed to bring this back before the Council with a response.

At the 10th November 2015 Council meeting, this was discussed and staff was directed to include all commercial zones in the Resolution. Council also clarified that the intent was to encourage commercial development sites throughout the City.

Staff has reviewed Resolution 2014-13 and is recommending the following revisions:

1. Exemption Criteria (A) - business “center” has been added: meaning that multiple businesses on a single site would be eligible for consideration. Original language included “a commercial retail business” which means a single business on a specific site.
2. Exemption Criteria (B) – only clarification with no change to intent. (i.e., annual \$100,000 revenue over 3 years = \$300,000 cumulative).
3. Exemption Criteria (C) – includes all commercial and industrial zoning.
4. Under Section 2 (B) – Method to track and document revenue for a site places the burden on the applicant. This can be problematic for the City on a Center development. This method was actually presented by a developer.
5. Under Section 5 – Additional language added that any deposit and administrative fees to be borne by the applicant.

Outside of these changes, an applicant would still need to demonstrate their business/es’ eligibility. In the case of Trestle Station, they are aware of this requirement and will be producing a document to show that their projected revenues are expected to meet the \$300,000 cumulative City share of the tax revenues.

BUDGET IMPACT: NA

ATTACHMENTS:

- ▶ Exhibit A: Resolution 2016-1– with proposed changes shown in highlight.

p:\planning\economic development\incentives\staff report\rpt - 12 january 2016 traffic impact fee res 2016-01.docx

EXHIBIT A

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

RESOLUTION No. 2016-01

A RESOLUTION OF THE CITY OF LAKE STEVENS, AMENDING RESOLUTION 2014-13, ESTABLISHING A TEMPORARY TRAFFIC IMPACT FEE EXEMPTION INCENTIVE PROGRAM FOR A PERIOD OF THREE YEARS TO STIMULATE GROWTH OF NEW RETAIL BUSINESSES IN LAKE STEVENS.

WHEREAS, on December 8, 2014 the City Council adopted Resolution No. 2014-13, establishing a temporary traffic impact fee exemption incentive for designated retail land use for a period of three years to stimulate growth of new retail businesses within the City; and

WHEREAS, the Lake Stevens City Council finds that the intent of Resolution 2014-13 was to be inclusive of new retail businesses within all commercial and industrial designated land uses; and

WHEREAS, the Lake Stevens City Council finds that the intent of Resolution 2014-13 was to apply not only to sites that develop for a single business but also those sites that develop as retail centers on a single site; and

WHEREAS, the Lake Stevens City Council finds that the administrative cost for the opening of an account and the costs associated with the implementation of this incentive program must be borne by the applicant; and

WHEREAS, the Lake Stevens City Council finds that amendment to Resolution 2014-13 is necessary to reflect the above-stated intents and to address the administrative cost associated with this incentive program;

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

Section 1. Traffic Fee Exemption. Pursuant to RCW 82.02.060(2) and (4), and Lake Stevens Municipal Code 14.112.080(d), there is hereby established a temporary exemption from the traffic impact fee set forth in LSCM 14.112.080(b) for development activity which meets the criteria of section 3.

Section 2. Application for Traffic Impact Fee Exemption. Any developer applying for a development permit which meets each of the criteria set forth in Section 3 herein may apply to the Director of Public Works or designee for an exemption from the

traffic impact fee established pursuant to fees Resolution 2013-13 as it now reads or is hereafter amended. Said application shall be on forms provided by the City and shall be accompanied by all information and data the City deems necessary to process the application. To the extent it is authorized by law the City shall endeavor to keep all proprietary information submitted with said application confidential; provided, however, this section shall not create or establish a special duty to do so.

Section 3. Exemption Criteria. To be eligible for the temporary traffic impact fee exemption established by this Resolution, the applicant shall meet each of the following criteria:

A. The applicant must be a new commercial retail business **or center** in the Lake Stevens City limits. For purposes of this section, “new commercial retail business **or center**” shall mean any business or **businesses located on a single site** which sells retail goods and services which are subject to the retail sales tax provisions of Chapter 3.20, 3.28, 3.32 LSMC and Washington State Law which applies for a development permit and which is subject to payment of traffic impact fees pursuant to LSMC 14.112.

B. Based on similar store sales or other reliable data, as determined by the City, the applicant must demonstrate that it is likely to generate to the City of Lake Stevens average annual City of Lake Stevens portion of sales and use tax revenue of at least \$100,000 and an aggregate of at least **\$300,000 over a three year period** based upon the three-year period commencing from date of City issuance of a certificate of occupancy.

C. The applicant must be a new retail business or center located within **a commercial or industrial zoning district.**

D. The eligible applicant may only use one of the traffic impact fee incentives specified herein or in Resolution 2014-13, for retail sales tax traffic impact fee exemption but shall not qualify for more than one incentive program.

Section 4. Administration of Traffic Impact Fee Exemption. Upon acceptance of an application for exemption from traffic impact fees pursuant to Section 2, the applicant shall pay to the City the full amount of the traffic impact fees required pursuant to LSMC 14.112, adopted Traffic Impact Fee Cost Basis for the City of Lake Stevens policy document, and Resolution 2013-13 as it now reads or is hereafter amended. Following payment in full of the traffic impact fees the City shall deposit and manage the fees as set forth in Section 5. At the expiration of a three-year period commencing from the date of issuance of a certificate of occupancy the Public Works Director, and with the assistance of the Finance Director, the City shall determine if the average annual and aggregate City of Lake Stevens’ portion of sales and use tax revenue received by the City meets the minimum amount stated in Section 3B. The determination shall be based upon the sales tax reporting requirements of Chapter 3.28 LSMC and Washington State law as it now reads or is hereafter amended.

A. In the event the three-year average annual and aggregate City of Lake Stevens' portion of sales and use tax revenue criteria of Section 3B has been met as determined by the Director of Public Works, there shall be an exemption of 50 percent from the traffic impact fees otherwise due pursuant to LSMC 14.112.030. In such case, 50 percent of the amount paid to the City shall be refunded to the applicant, plus any accrued interest. The remainder of the funds deposited shall belong to the City and shall be released to the City upon payment.

B. Tracking and documentation of the site sales taxes paid shall be the responsibility of the applicant. Within 120 calendar days of the end of the designated three year period, the applicant must submit, to the City, the following information for a refund consideration:

1. Actual City portion of sales tax revenues generated for each individual sales tax generating business within the designated site over the defined three year period; and
2. Unified Business Identifier (UBI) and name of each business including the actual revenue generation calculation.

The City shall review and verify the City's sales tax portion from information provided within 60 calendar days of receipt or provide notification to the applicant of incomplete or improper information, at which time the City's review time shall start over upon the resubmittal of required information. Up to two total resubmittals may be allowed. In the case that the City gives notification that a resubmittal is required, the applicant shall be provided 30 calendar days to resubmit. An additional 30 calendar day extension for a resubmittal may be granted by the Public Works Director upon written request of the applicant explaining extenuating circumstance of why additional time is needed to provide required information.

Failure to submit the documentation requesting a Traffic Impact Fee (TIF) refund by the applicant within the designated 120 calendar day period will terminate and void eligibility for a TIF refund.

C. In the event the three-year average annual and aggregate City of Lake Stevens' portion of sales and use tax revenue criteria of Section 3B has not been met, the traffic impact fee required under 14.112.030 shall immediately belong to and shall be released to the City by the applicant; provided, however, in cases where the applicant has met at least 75 percent of the amount set forth in Section 3B, the applicant shall receive a partial exemption which shall result in a refund of 25 percent of the amount of the traffic fee paid to the City plus any accrued interest. The remainder of the funds deposited shall belong to the City and shall be released to the City by the applicant upon payment of the refund to the applicant.

D. In cases where the applicant has not met either the three-year annual and aggregate sales and use tax revenue of Section 3B or 75 percent thereof, all traffic

impact fees paid, together with accrued interest, shall belong to the City.

Section 5. Deposit and Management of Traffic Impact Fees. Traffic impact fees paid by an applicant pursuant to LSMC 14.112.030 shall be deposited by the City into a separate interest bearing account with any qualified public depository for local government as determined by the City. Fees for opening and administering the interest bearing account shall be the responsibility of the applicant. The account holder shall be the City of Lake Stevens. The City may at its option withdraw up to 50 percent of said funds at any time for uses authorized by this title. All other funds deposited in that account shall be used exclusively to cover for payment of refunds to eligible applicants and balances, if any, to which the applicant is entitled. All refunds and interest to which an applicant is entitled shall be paid by the City within 120 days following the three-year period following the issuance of a certificate of occupancy.

Section 6. Appeals. Any applicant aggrieved by the determination of the Director of Public Works as to whether the criteria of Section 3 have been met or the eligibility for an exemption from LSMC 14.112.030 or the amount of refund to which an applicant is entitled to pursuant to Section 4 may file a written appeal to the City's Land Use Hearing Examiner as established by LSMC 2.48 and 14.16A.350. The City Land Use Hearing Examiner is hereby specifically authorized to hear and decide such appeals and the decision of the Hearing Examiner shall be the final action of the City and subject to appeal pursuant to 14.16B.140 for a Type I application LSMC.

Section 7. Application of Sales and Use Tax Revenue from Businesses Which Receive an Exemption or Partial Exemption.

A. All receipts of traffic impact fees are accounted for in a capital project fund. All sales and use tax received by the City shall be deposited into the City's general fund. After the City has reviewed and verified the City's sales tax portion from information provided by the applicant, at the end of the designated three year period, the City will transfer an amount equal to the refunded traffic impact fees, if any, from the general fund to the traffic Impact Fee account. Said amounts shall be expended for purposes authorized by and in accordance with the provisions of this Resolution and the provisions of the City's capital improvement plan for streets. All sales and use tax revenues in excess of the amount paid as traffic impact fees received by the City from the applicant will be retained in the City's general fund and may be expended for any lawful purpose as directed by the City Council.

Section 8. Severability. If any section, sentence, clause or phrase of this Resolution should be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

Section 9. Effective Date. This Resolution shall take effect immediately upon passage by the Lake Stevens City Council and shall automatically terminate two (2) years from the date of passage of this Resolution unless otherwise extended by

resolution or Ordinance of the Lake Stevens City Council

PASSED by the City Council of the City of Lake Stevens this ____ day of January, 2016.

John Spencer, Mayor

ATTEST:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: January 12, 2016

Subject: Snohomish County Small Business Development Center (SBDC) Funding

Contact	Jeanie Ashe, Economic Development	Budget	
Person/Department:	<u>Coordinator</u>	Impact:	<u>\$3,000.00</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Approve a \$3,000.00 investment to the Snohomish County Small Business Development Center for FY 2016.**

SUMMARY/BACKGROUND: The Economic Alliance of Snohomish County (EASC) notified its investors that Snohomish County is on the verge of losing its Small Business Development Center (SBDC). The Edmonds Community College has held the contract with the State SBDC but no longer has the funds to continue as the sole source of support after December 2015. In an effort to maintain this valuable resource, EASC has asked its investors to support the SBDC. The local funding need is \$40,000 which is matched by the federal Small Business Administration for a total of \$80,000.

To date, the following commitments have been made to the Snohomish County SBDC:

Edmonds Community College	\$20,000.00
Everett	\$ 3,000.00
Edmonds	\$ 2,500.00
Marysville	\$ 2,500.00
Lake Stevens Chamber of Commerce	\$ 1,000.00
GROW Washington (Sulton)	In-kind SBDC's fiscal agent
EASC	In-kind office space

The cities of Arlington, Bothell, and Snohomish have all expressed interest in supporting the SBDC.

If approved, a \$3,000 investment into the SBDC it would be for FY 2016 only. Washington State University, the statewide host of the SBDC, has submitted a budget request to the state legislature for additional SBDC funding and Congress approved a small increase in SBDC's national funding allocation. The Snohomish County SBDC is still fundraising at the local level.

The SBDC has been a key partner in the City of Lake Stevens' Business Retention and Expansion program. Additionally, supporting the SBDC is in alignment with the goals and objectives of the City's Economic Development plan as outlined in chapter six of the Comprehensive Plan.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$3,000.00

ATTACHMENTS: None



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda January 12, 2016
Date: _____

Subject: Food Bank Lease

Contact Mary Swenson, Interim City Administrator **Budget** N/A
Person/Department: _____ **Impact:** _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Authorize Mayor to enter into Lease Agreement with Lake Stevens Community Food Bank.**

SUMMARY/BACKGROUND: The Lake Stevens Community Food Bank has the opportunity to receive a substantial amount of food from a local grocery store on a weekly basis. They currently do not have the capacity to store this food at their current location. They have contacted the City requesting use of the vacant pole building located near the senior center. They would use this building for food storage only.

The food bank is planning to build a permanent facility. The City building is only needed until the new facility is constructed.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: N/A

ATTACHMENTS: Lease Agreement

LEASE

THIS LEASE, is made by and between the CITY OF LAKE STEVENS, a municipal corporation of the State of Washington, hereinafter "Landlord," and LAKE STEVENS COMMUNITY FOOD BANK ASSOCIATION, a Washington nonprofit corporation (UBI #600492313) hereinafter "Tenant."

1. **DESCRIPTION OF PREMISES.** Landlord hereby leases to Tenant and Tenant leases from Landlord on the terms, covenants and conditions set forth herein, the following-described premises:

A pole building located on property legally described as follows:

Section 12 Township 29 Range 5 Quarter NE - VERNON PARK BLK 000 D-01 - LOT 5
LESS BEG MOST ELY COR SD LOT TH NLY ALG E LN 125 FT TH SWLY PLT
SELY LN 150FT TH SELY PLT NELY LN 125FT TO SELY LN THELY ALG SD LN
150FT TO POB LESS RD R/W TO ST OF WA PER WD REC AFN 200911190547

Situate in the County of Snohomish State of Washington.

Snohomish County Tax Parcel 00604900000501

Commonly known as 2420 Soper Hill Road, Lake Stevens, WA 98258 being located at Eagle Ridge Park

hereinafter the "Leased Premises"; TOGETHER WITH use of all paved parking areas located by the property and a right of ingress and egress, all as depicted on Attachment A hereto.

2. **TERM.** The term of this Lease shall commence five days after action by the City Council to approve this lease and to authorize the mayor to sign, and thereafter the term shall be temporary until completion of the new food bank facility, but subject to termination by the Landlord on six (6) months advance written notice to Tenant of Termination. In the event of termination by the City by notice termination shall be on the last day of the month that is at least six (6) months after the giving of the notice to terminate.

3. **RENT.**

Rental Amount. Throughout the entire term of this Lease, Tenant covenants and agrees to pay Landlord as rental for said premises the sum of ten and no/100THS DOLLARS (\$10.00) per month.

(a) Payments. Rent payments shall be due on the first day of each calendar month in advance and shall be paid at:

Accounts Payable
City of Lake Stevens
1812 Main Street
Post Office Box 257
Lake Stevens, WA 98258

or at such other place as may be designated by Landlord.

- (b) Leasehold Excise Tax. During any month when Tenant does not qualify for exemption from leasehold excise tax pursuant to Chapter 82.29A RCW, as additional rent Tenant shall pay to Landlord with the monthly rent a sum equal to 12.84% of the monthly rent for leasehold excise tax. Said additional rent rate shall be modified in accordance with any change in the leasehold excise tax rate occurring during the term of this Lease, or any extension or holdover thereof, which modification shall be effective on the date the tax rate changes. Landlord shall give written notice to Tenant of any change in the leasehold excise tax rate. Tenant shall be solely responsible for providing Landlord with proof and documentation demonstrating Tenant's exemption from leasehold excise tax.
- (c) Late Charge. In the event Tenant should fail to pay any installment of rent or any sum due hereunder within ten (10) days after the date it is due, Tenant shall pay Landlord a late charge of 5% of the delinquent payment, which late charge shall constitute additional rent due hereunder.

4. USE OF PREMISES.

- (a) The Leased Premises may be used and occupied only for storage. The premises shall not otherwise be occupied for either commercial or residential use. Any other use or occupancy shall require the express, advance written consent of Landlord.
- (b) Tenant shall promptly comply with all laws, ordinances, orders, and regulations now in effect, or as hereafter amended, affecting the Leased Premises and its cleanliness, safety, occupation and use. Tenant will not use or permit the use of the premises in any such manner as will tend to create a nuisance, or unnecessarily or unreasonably disturb other lessees or occupants of the Leased Premises.
- (c) Tenant shall not use any machinery or equipment in the Leased Premises that might be injurious to the building. Tenant will not perform any act or carry on any practices that may damage the Leased Premises or be a nuisance to or menace or injure the public, other tenants, or Landlord's employees, contractors or agents. Tenant shall not commit or suffer any waste upon the Leased Premises.
- (d) Upon termination of the Lease, Tenant shall quit and surrender the Leased Premises in as good a state and condition as it was at the commencement of the Lease, reasonable wear and tear or other actions not caused by Tenant, its employees, agents, customers or invitees, excepted. Tenant shall return all keys to Landlord

5. UTILITIES

Tenant shall be solely responsible to pay all utilities when due for the duration of the Term. Tenant agrees that the utilities would only consist of electrical service for purposes of lighting, and acknowledges that other services are not available at this building.

Landlord shall not be liable for any loss, injury, or damaged property caused by or resulting from any variation, interruption, or failure of any utility service beyond Landlord's reasonable control. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements, or due to accident or strike, or conditions or events beyond Landlord's reasonable control shall be deemed an eviction of Tenant or shall release Tenant from any of Tenant's obligations under this Lease.

6. ACCEPTANCE OF PREMISES/INITIAL IMPROVEMENTS. Tenant acknowledges that Tenant has examined the Leased Premises and accepts the same in their condition on the date of Tenant's execution of this Lease, except as to the condition of the door that is currently broken and Tenant shall repair the same to reasonable working condition.

7. ALTERATIONS, LIENS, CONDITION OF PREMISES UPON TERMINATION OF LEASE. Except as to the door repair identified in paragraph 7,

- (a) No alterations shall be made to the Leased Premises without prior written consent of Landlord. Any alterations to the Leased Premises excepting movable furniture and trade fixtures shall, at Landlord's option, become part of the realty and belong to Landlord.
- (b) Should Tenant desire to alter the Leased Premises and if Landlord consents to such alterations, then at Landlord's option, such improvements shall be performed by Landlord's employees, or Tenant shall contract with a licensed, bonded and insured contractor approved by Landlord for the construction of such alterations.
- (c) All work approved by Landlord shall be done at such times and in such manner as Landlord may from time to time designate. Tenant shall give Landlord written notice five (5) days prior to employing any laborer or contractor to perform work resulting in an alteration of the Leased Premises so that Landlord may post a notice of nonresponsibility.
- (d) In the event the Leased Premises shall at any time during the term of this Lease become subject to any suit brought to enforce a lien, or any statement or claim of lien is filed to enforce a lien resulting from the furnishing of materials or labor to the Leased Premises contracted for or agreed to by Tenant, Tenant may contest such lien by legal proceedings, but shall nevertheless cause such lien, at its sole cost, to be discharged within thirty (30) days after notice thereof by the substitution therefor of a mechanic's lien release bond, by posting of adequate security for the payment thereof (including all expenses incident thereto), or by such other method as shall be reasonably satisfactory to Landlord.
- (e) Trade fixtures installed by Tenant may be removed by Tenant at the termination of the Lease, provided that the premises are returned to as good condition as they were prior to the installation of the same. Structural alterations of the premises shall also be removed, at the option of Landlord, at the termination of the Lease, and Tenant shall bear the full cost thereof and shall repair any damage to the Leased Premises caused thereby. Tenant's obligations to observe or perform this covenant shall survive the expiration or the termination of the term of this Lease.

8. INSURANCE: INSURANCE/CASUALTY. All of Tenant's personal property on the Leased Premises shall be at the risk of Tenant. Each party hereto waives any and every claim which arises, or may arise, in its favor and against the other party hereto during the term of this Lease for all loss of, or damage to, any of its property located within or upon, or constituting a part of the Leased Premises, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies to the extent such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to and not a limitation or derogation of any other waiver or release contained in this Lease with respect to any loss of or damage to property of the parties hereto. Inasmuch as the above mutual waivers will preclude the assignment of any such claim by way of subrogation to an insurance company (or any other person), each party hereby agrees immediately to give each insurance company which has issued to it policies of fire and extended coverage insurance written notice of the terms of said mutual

waivers, and to have said insurance policies properly endorsed, if necessary, to prevent invalidation of said insurance coverages by reason of said waivers.

9. INSURANCE/LIABILITY. During the entire term of this Lease, Tenant shall keep in full force and effect a policy, or policies, of public liability and property damage insurance with respect to the Leased Premises and common areas, and the business operated thereat by Tenant, in which the limits of public liability shall be not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, and in which the property damage liability shall be not less than \$500,000, excluding perils of flood and earthquake, with a \$1,000 deductible. Landlord shall be named as an additional insured under said policy(ies). Notwithstanding any other provisions contained herein, the insurance carrier shall endeavor to give Landlord thirty (30) days prior notice of cancellation or modification of said policy(ies). Tenant shall give written notice to Landlord within three (3) business days of receipt of any notice of cancellation or modification from insurer and shall not request any modification to insurance which reduces any coverage without advance written approval of Landlord.

10. RISK OF LOSS. All personal property of Tenant kept or maintained at the Leased Premises shall be at the risk of Tenant.

11. INDEMNIFICATION.

- (a) Landlord shall protect, hold harmless, indemnify, and defend, at its own expense, the Tenant, its officers, employees, and agents from any loss or claim for damages of any nature whatsoever, including claims by third parties or by Landlord's employees from which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission on or about the Leased Premises or relating to this Lease by Landlord, its appointed or elected officials, officers, assignees, agents, employees, invitees, contractors or subcontractors. If a loss or claim is caused by or results from the concurrent negligence of Landlord, its appointed or elected officials, officers, employees, or agents and the Tenant, its officers, employees, or agents, this clause shall be valid and enforceable only to the extent of the negligence of the Landlord, its appointed or elected officials, officers, employees, or agents.
- (b) Tenant shall protect, hold harmless, indemnify, and defend, at its own expense, the Landlord, its appointed or elected officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever, including claims by third parties or by the Tenant's employees from which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission on or about the Leased Premises or relating to this Lease by the Tenant, its officers, employees, or agents. If a loss or claim is caused by or results from the concurrent negligence of the Tenant, its officers, employees, or agents and the Landlord, its appointed or elected officials, officers, employees, or agents, this clause shall be valid and enforceable only to the extent of the negligence of the Tenant, its officers, employees, or agents.

The parties acknowledge that the foregoing indemnity provisions were mutually negotiated and survive the termination of this Lease.

12. HAZARDOUS SUBSTANCES. As used in this Lease, the term "Hazardous Substance" means any substance or material, the storage, use or disposal of which is or becomes regulated under any law now or hereafter in effect, including, but not limited to any flammable explosives, radioactive materials, asbestos, petroleum and related byproducts and hydrocarbons, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxins, pollutants, contaminants, hazardous wastes, toxic substances or related materials.

Without Landlord's prior written consent, Tenant shall not receive, store or otherwise allow any Hazardous Substance on the Leased Premises. In the event of any release or presence of any Hazardous Substance on or about the Leased Premises occurring on or after the commencement date of this Lease, Tenant agrees to immediately, fully and completely remove all of such Hazardous Substance from the Leased Premises and to dispose of such in accordance with applicable law, even if the quantity or concentration of such Hazardous Substance would not require remediation under the provision of law. Tenant further agrees to defend, indemnify, and hold harmless Landlord, its elected officials, officers, employees, agents and contractors from and against any and all losses, claims, liabilities, damages, demands, fines, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from any release or presence of any Hazardous Substance on or about the Leased Premises; the provisions of this sentence shall survive and be enforceable after the termination or expiration of the Lease and the surrender of the Leased Premises by Tenant. If Tenant becomes aware of the release or presence on the Leased Premises of any Hazardous Substance, Tenant shall immediately notify Landlord in writing of such release or presence, and Tenant shall promptly provide Landlord with copies of any reports, studies, recommendations or requirements received by Tenant from any third person, including a governmental agency.

13. MAINTENANCE AND REPAIRS.

- (a) Exterior Walls and Roof. Landlord shall maintain exterior walls, roof and the heating, air-conditioning and ventilation system at Landlord's expense.
- (b) Tenant Maintenance. Tenant shall, at its sole cost, keep and maintain all other elements of the Leased Premises and appurtenances and every part thereof including windows and skylights, doors, and the interior of the Leased Premises, in good, clean and sanitary order, condition, and repair. Tenant shall, at its sole cost, keep and maintain all utilities, plumbing, fixtures, and mechanical equipment used by Tenant in good order, condition, and repair and furnish all expendables (light bulbs, paper goods, soaps, etc.) used in the Leased Premises during the term or any extended term of the Lease. Tenant shall provide all janitorial services to the Leased Premises. Tenant shall maintain the common areas adjacent to the building, including sidewalks, landscaping, service areas, and automobile parking areas. Tenant shall be liable for the removal of ice and snow from the sidewalks and parking areas in front of and about the Leased Premises.

If Tenant refuses or neglects to repair and maintain the Leased Premises as required herein to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repairs and do required maintenance without liability to Tenant for any loss or damage that may accrue to Tenant's fixtures or other property, or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Landlord's costs for such work, plus 15% for overhead, together with 12% per annum interest from the date Landlord tenders Tenant an invoice for such work to the date of payment.

No compensation shall be made to or claimed by Tenant from Landlord by reasons of inconvenience, annoyance or other concerns arising from the making of repairs to or maintenance or alteration of the building or appurtenances of the Leased Premises covered hereby. Landlord reserves the right to make repairs, alterations, connections or extensions when and where the same may be deemed by Landlord to be necessary. However, any repairs, maintenance or alteration of the building or appurtenances shall not render the building unusable for the purposes of this Lease because of any action arising from the making of the repairs, maintenance or alteration to the building or appurtenances. Nothing herein contained shall be construed as an agreement on the part of the Landlord to make any

repairs, alterations, connections or extensions becoming necessary, in the reasonable opinion of Landlord, due to negligence of Tenant, its officers, employees, or agents.

14. SIGNS AND LANDSCAPING. Tenant shall be permitted to erect a directional sign; provided Landlord shall have the right to control and approve the location, size, quality and appearance of the same. Tenant shall make no alterations or additions to the landscaping of the Leased Premises and shall place no exterior signs on the Leased Premises without the prior written consent of Landlord. Tenant shall be required to maintain Tenant's signs in good, safe, attractive condition. Any signs not in conformity with this Lease may be removed and destroyed by Landlord.

15. ENTRY BY LANDLORD. Tenant shall permit Landlord and Landlord's agents to enter the Leased Premises at all reasonable times for the purpose of inspecting the same and maintaining the Leased Premises, or for the purpose of making repairs, alternations, or additions to any portion of the Leased Premises, including the erection and maintenance of such scaffolding, canopies, fences and props as may be required, or for the purpose of posting notices of nonresponsibility for alterations, additions or repairs, or for the purpose of showing the Leased Premises to prospective tenants during the last 6 months of this Lease, or for the purpose of showing the Leased Premises to prospective purchasers, or placing upon the Leased Premises any usual or ordinary "for sale" signs, without any rebate of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the Leased Premises thereby occasioned. Tenant shall permit Landlord at any time within one hundred eighty (180) days prior to the expiration of this Lease, to place upon the Leased Premises any usual or ordinary "to let" or "to lease" signs. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, excluding Tenant's vaults and safes. The Tenant shall not alter any lock or install a new or additional lock or any bolt on any door of the Leased Premises without prior written consent of the Landlord. If Landlord shall give its consent, the Tenant shall in each case furnish the Landlord with a key for any such lock.

16. TAXES.

- (a) Landlord shall be responsible for all real property taxes and assessments levied or assessed against the Leased Premises by any governmental entity, including any special assessments imposed on or against the Leased Premises for the construction or improvement of public works in, on or about the Leased Premises; provided, however, that the Tenant shall conduct no activity on the Leased Premises nor place any articles on the Leased Premises that will increase the real property taxes levied or assessed against the Leased Premises.
- (b) Tenant shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed or imposed and which become payable during the Lease upon Tenant's fixtures, furniture, appliances and personal property installed on or located in the Leased Premises.
- (c) Tenant agrees to pay the amount of all taxes levied upon or measured by the rent payable hereunder, whether as a sales tax, transaction privilege tax, leasehold excise tax, or otherwise. Except as provided in paragraph 3(d) above, such taxes shall be due and payable at the time the same are levied or assessed.

17. ABANDONMENT. Tenant shall not vacate nor abandon the Leased Premises at any time during the term of this Lease, nor permit the Leased Premises to remain unoccupied for a period longer than fifteen (15) consecutive days during the term of this Lease; and if Tenant shall abandon, vacate or surrender the Leased Premises, or be dispossessed by process of law, or otherwise, any personal

property belonging to Tenant and left on the Leased Premises shall, at the option of the Landlord, be deemed abandoned.

18. CASUALTY; REBUILDING; CONDEMNATION. In the event the building at the Leased Premises shall be destroyed or damaged by fire or other causes (and regardless of the extent of the damage to the Leased Premises) to such an extent that the Landlord shall decide to discontinue the operation of the building, which decision shall be communicated to the Tenant within sixty (60) days after such damage or destruction, then this Lease shall be terminated as of the date of such damage or destruction. In the event of damage to the Leased Premises by fire or other causes, other than under the circumstances described in the preceding sentence, Landlord shall repair the Leased Premises within a reasonable time and as quickly as circumstances will permit upon the same plan as immediately before the damage or destruction. Until the Leased Premises are repaired and put in a good and tenantable order, the rents herein provided for, or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall be abated until the Leased Premises shall have been restored to the same condition as they were before such damage or destruction.

If any part of the Leased Premises shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, Tenant shall have no claim or interest in or to any award of damages for such taking. If such taking materially reduces usefulness of the Leased Premises for the purposes for which it is leased, then Tenant shall have the option of terminating this Lease.

19. ASSIGNMENT AND SUBLETTING. Tenant shall not sublease, sublet or assign the Leased Premises, or any portion thereof, except by the written permission and consent of Landlord, in Landlord's sole discretion. This Lease shall not be assignable by operation of law.

20. TENANT DEFAULT.

If Tenant shall fail to perform any of the covenants and agreements herein contained (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency, or other legal or equitable proceedings that have or might have the effect of preventing the Tenant from complying with the terms of this Lease), then Landlord may cancel this Lease upon giving the notice required by law, and re-enter said premises. Notwithstanding such re-entry by Landlord, the liability of Tenant for the rent provided for herein shall not be extinguished for the balance of the term of the Lease, and Tenant covenants and agrees to make good to Landlord any deficiency arising from re-entry and reletting of the Leased Premises at a lesser rental than herein agreed to. Tenant shall pay such deficiency each month as the amount thereof is ascertained by Landlord. In computing such deficiency, Tenant shall be charged with the monthly rental that would have been owed by Tenant had Tenant continued to lease the Leased Premises.

NSF Check Charge: Tenant agrees to pay a \$35.00 fee for each check returned for insufficient funds or that cannot be cashed on the day it is received or presented for payment. Said NSF charge shall be in addition to any applicable late charge, and shall constitute additional rent due hereunder. No postdated checks will be accepted as rental payment.

- (a) If Landlord must commence an unlawful detainer action to seek restitution of the rental premises as a result of Tenant's default in the payment of rent, Landlord shall be entitled to judgment in the amount of double the rent due at the time of judgment pursuant to RCW 59.12.170.
- (b) In the event of any entry in, or taking possession of, the Leased Premises, Landlord shall have the right, but not the obligation, to remove from the Leased Premises all personal property located

thereon, and may place the same in storage at a public warehouse, at the expense and risk of the owners.

- (c) If at any time Landlord waives any breach or default, or any right or option, such waiver shall not be construed to be a waiver of any other right or option, or any other past, existing or future breach or default.
- (d) In the event Tenant is in default on any provision of this Lease and Landlord seeks the services of an attorney to enforce such provision in default, Landlord shall be entitled to recover all attorney's fees and costs expended in such enforcement, including the cost of preparation and service of all notices, and such fees, costs and expenses shall constitute additional rent due hereunder.

21. LANDLORD DEFAULT. In the event Landlord shall neglect or fail to perform or observe any of the covenants, provisions or conditions contained in this Lease on its part to be performed or observed within 30 days after Tenant's written notice to Landlord (or if more than 30 days shall be required because of the nature of the breach, if Landlord shall fail to proceed diligently to cure such breach after notice), then, in that event, Landlord shall be in default under the provisions of this Lease and shall be responsible to Tenant for any and all damages sustained by Tenant as a result of Landlord's default. Further, after such default and upon giving Landlord ten (10) days advance written notice of intent to do so, Tenant shall have the right to cure any such default at Landlord's expense, including in such expenditure all costs and attorney's fees incurred to cure such default, and may offset the costs of curing such default against rents next due. In the event Landlord fails and refuses to cure its default and Tenant is unable to remedy Landlord's default, Tenant shall have the option of terminating this lease upon 30 days written notice to Landlord.

22. ATTORNEY FEES. In the event of any legal action or proceeding between the parties hereto, the substantially prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, a reasonable sum as attorneys' fees, and all costs and expenses incurred in connection with such a lawsuit, including attorneys' fees, costs, and expenses of any appeal of a judgment, and if the substantially prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment. This Lease shall be governed by the laws of the State of Washington. The venue for any dispute related to this Lease shall be Snohomish County, Washington. Should Landlord be named as a defendant in any suit brought against Tenant in connection with or arising out of Tenant's occupancy hereunder, Tenant shall pay to Landlord its cost and expenses incurred in such suit, including a reasonable attorney fee.

23. NOTICES. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this Lease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

TENANT:
Lake Stevens Community Food Bank Association
P.O. Box 1031
Lake Stevens, WA 98258
Attention: Mitch Robinson
Telephone: 425.334.3430; 425.239.2687 (mobile)
Email: Robinson.mitchel@gmail.com

LANDLORD:
City of Lake Stevens
P.O. Box 257
Lake Stevens, WA 98258
Attention: City Clerk
Telephone: 425.334.1012
Email: bstevens@lakestevenswa.gov

or at such other address as either party designates by written notice to the other party. All notices shall be effective upon the earlier of personal delivery or three (3) days after being mailed.

24. NO WAIVER OF COVENANTS. No waiver shall be implied from an omission by either party to take any action related to breach of any covenant, term, or condition of this Lease. The acceptance by Landlord of rent with knowledge of the breach of any of the terms, conditions, or covenants of this Lease by Tenant shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term, or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

25. EFFECT OF HOLDING OVER. If Tenant should remain in possession of the Leased Premises after the expiration of the Lease term, or the renewal thereof, without executing a new lease, then such holding over shall be construed as a tenancy from month-to-month, subject to all the conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

26. SUCCESSORS AND ASSIGNS. The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this Lease permit, assigns of the parties hereto. The words "Landlord" and "Tenant" and their accompanying verbs or pronouns, wherever used in this Lease, shall apply equally to all persons, firms or corporations which may be or become parties to this Lease.

27. RULES. Tenant agrees to abide by the rules and regulations governing the operation of the Leased Premises which may be made by Landlord from time to time, and will use reasonable methods to induce its members, congregation, customers, clients and all persons invited by Tenant onto said Premises to observe the same.

28. SUBORDINATION. Tenant agrees that this Lease shall be subordinate to any mortgages or deeds of trust that are now or may hereinafter be placed upon the Leased Premises, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof: provided the mortgagee or beneficiary named in said mortgages or deeds of trust shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default. Within fifteen (15) days after written request from Landlord, Tenant shall execute any documents that may be necessary or desirable to effectuate the subordination of this Lease to any such mortgages or deeds of trust.

29. TIME. Time is of the essence of this Lease.

30. ENTIRE AGREEMENT AND AMENDMENTS. This Lease contains all of the agreements between the parties with respect to any matter covered or mentioned in the Lease, and no prior agreement, letter of intent, or understanding relating to any such matter will be effective for any purpose. No provision in this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest and using the same formalities as are required by the execution of this Lease.

IN WITNESS WHEREOF Landlord and Tenant have executed this Lease as of the day and year written below. Individuals signing on behalf of a principal warrant that they have the authority to bind their principals.

DATED: _____, 2016

DATED: _____, 2016

CITY LAKE STEVENS, Landlord

LAKE STEVENS COMMUNITY FOOD BANK ASSOCIATION, Tenant

By: _____
John Spencer, Mayor

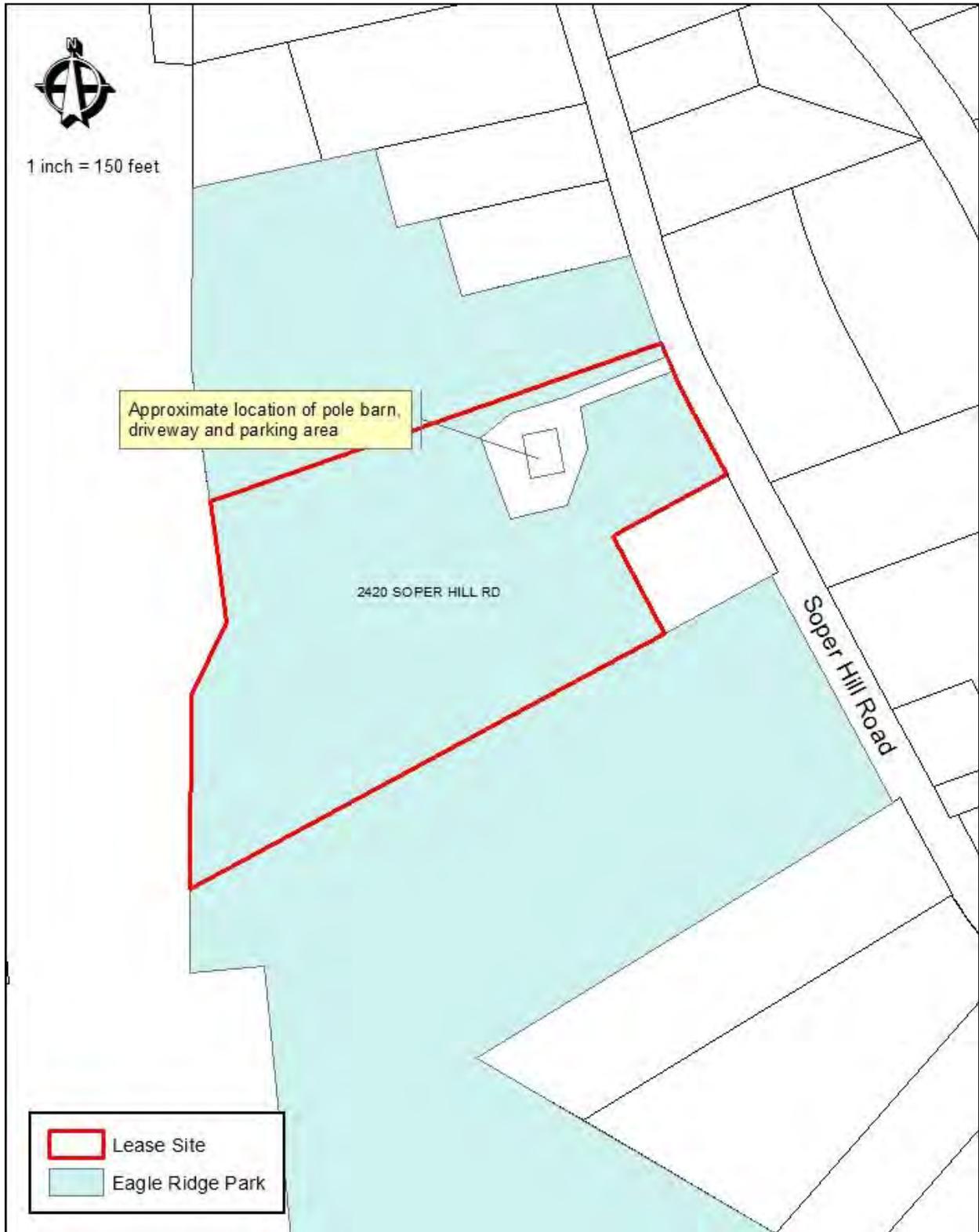
By: _____
Mitchel I. Robinson, Board President

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that JOHN SPENCER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath acknowledged that he was authorized to execute the instrument, and acknowledged it as the Mayor of the CITY OF LAKE STEVENS to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2016.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____





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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: January 12, 2016

Subject: 2016 Teamster's Collective Bargaining Agreement

Contact Person/Department: Mary Swenson/Administration **Budget Impact:** \$19,000

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Authorize the Mayor to sign the 2016 Agreement between the City of Lake Stevens and Teamsters Local Union No. 763.**

SUMMARY/BACKGROUND: The agreement between the City of Lake Stevens and Teamsters Local Union No. 763 expired December 31, 2015. The City started negotiations for a new agreement back in October 2015. After three successful meetings with the Teamsters, the following changes have been proposed:

- A one year extension of the 2015 agreement;
- A 2016 cost of living increase of 2.5%;
- Addition of language for the new employee funded Teamsters Pension benefit;
- Addition of language for the negotiation of a new medical plan in 2018; and
- A change in language regarding vacation bidding.

During the week of December 20, 2015, the Teamsters represented employees voted to accept the proposed agreement with the changes noted above.

APPLICABLE CITY POLICIES: 2015 Agreement between the City of Lake Stevens and Teamster Union Local No. 763.

BUDGET IMPACT: \$19,000

ATTACHMENTS:

- ▶ Exhibit A: Draft 2016 Agreement between the City of Lake Stevens and Teamsters Local Union No. 763.
- ▶ Exhibit B:
- ▶ Exhibit C:

AGREEMENT
 by and between
 CITY OF LAKE STEVENS, WASHINGTON
 and
 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
 LOCAL UNION NO. 763
 (Representing the Public Works Department Employees)
 January 01, ~~2016~~2014 through December 31, ~~2016~~2015

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AGREEMENT

by and between
CITY OF LAKES STEVENS, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works Employees)

January 01, 2016~~4~~ through December 31, 2016~~5~~

THIS AGREEMENT is by and between the CITY OF LAKE STEVENS, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

1.1 Recognition – The Employer recognizes the Union as the exclusive bargaining representative for all employees in the bargaining unit, which shall include all regular full-time, regular part-time, and seasonal/temporary employees of the City of Lake Stevens Public Works Department who work in excess of 1/6 of 2080 hours (or in excess of 346.6 hours), excluding the confidential, clerical and technical employees and all other employees of the Employer.

1.2 Union Membership – It shall be a condition of employment that all employees covered by this Agreement are members in good standing on or after the effective date of this Agreement and shall maintain their membership in good standing in the Union as a condition of continued employment. All employees who are now members in the Union shall within thirty-one (31) days from the effective date of this agreement pay Union dues as a condition of continued employment. All regular full-time employees covered by this Agreement shall, within thirty-one (31) days from the first date of employment pay Union dues as a condition of continued employment. All seasonal/temporary employees who work in excess of 1/6 of 2080 hours (or in excess of 346.6 hours) will, within thirty-one (31) days from eligibility, pay Union dues as a condition of continued employment.

Probationary seasonal/temporary employees who work in excess of 1/6 of 2080 hours (or in excess of 346.6 hours) will receive limited contractual benefits to include: Article 1 – Recognition, Union Membership and Payroll Deductions; Article 5 – Probation Period, Seniority, Layoff and Recall; Article 18 – Grievance Procedure (excluding termination); and Appendix A. Seasonal/temporary employees who pass probation in a single season will receive additional limited contractual benefits to include Article 17 – Warning Letter and all of Article 18 – Grievance Procedure. No other contract article or section will apply to this classification of employee.

1.2.1 Pursuant to RCW 41.56.122, employees who do not wish to become a Union member based upon bona fide religious tenets or teachings of a church or religious body of which an employee is a member shall be recognized. Such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee.

The employee shall furnish written proof each month that such payment has been made in a timely manner.

- 1.3 Payroll Deduction – The Employer shall make deductions for Union dues from the wages of all employees covered by this Agreement who executes a properly written authorization to the Employer. Such deductions shall be remitted to the Union on a monthly basis. The Union shall defend, indemnify and hold the Employer harmless against any and all liability resulting from the dues deduction system.

ARTICLE II UNION RIGHTS AND NON-DISCRIMINATION

- 2.1 No employee shall be discriminated against because of Union membership or service on a committee.
- 2.2 Pursuant to RCW 41.56.140(3), no employee shall be discriminated against who has filed an unfair labor practice charge.

ARTICLE III MANAGEMENT AND UNION RIGHTS

- 3.1 Management Rights – All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, and authority and functions include, but are by no means whatever limited to the full and exclusive control, management and operation of its business and its activities, business to be transacted, functions to be performed and methods pertaining thereto; the location of its offices, places of business and equipment to be utilized, and a layout thereof; the right to establish or change shift schedules of work, evaluations and standards of performance; the right to establish, change, combine or eliminate jobs, positions, job classification and descriptions; the right to establish compensation for new or changed jobs or positions; the right to establish new or change existing procedures, methods, processes, facilities, machinery and equipment or make technological changes; the right to maintain order and efficiency; the right to contract or subcontract any work; the right to designate the work and functions to be performed by the Employer and the places where it is to be performed; the determination of the number, size and location of its offices and other places of business or any part hereof; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees, including but by no means whatever limited to hiring, selecting and training of new employees, and suspending or discharging them for just cause, scheduling, assigning, laying off, recalling, promoting, retiring, demoting and transferring its employees.
- 3.1.1 The Employer and the Union agree that the above statement of management rights shall be for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the Employer and the Union that the rights, powers, authority and functions of management shall remain exclusively vested in the Employer except insofar as expressly and specifically surrendered or limited by the express provisions of this Agreement. The exercise of these rights shall not be subject to the grievance procedure of this Agreement.
- 3.2 Shop Stewards Time-Off – Shop Stewards (limited to one employee from the Public Works Department) who is an employee within the bargaining unit shall be granted reasonable

unpaid time-off while conducting business vital to the employees in the bargaining unit provided, however, such activities shall not interfere with the normal routine functions of their department and prior permission from the employee's Department Director is obtained.

- 3.3 Bulletin Boards – The Employer shall provide suitable space for a Union bulletin board on its premises. Postings by the Union on such board shall be confined to official business of the Union.

ARTICLE IV NO STRIKE PROVISION

- 4.1 The Employer and the Union recognize that the public interest requires the efficient and uninterrupted performance of all the Employer's services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement the Union shall not cause or condone any work stoppage, strike, slowdown or other interference with Employer functions by employees under this Agreement, and should same occur, the Union shall take all steps to end such interference. Employees who engage in any of the previously mentioned actions may be subject to disciplinary action up to and including discharge. The Employer shall not lockout any employee during the life of this agreement. Any claim by the Employer that the Union has violated this Article shall not be subject to the grievance procedure of this Agreement and the Employer shall have the right to submit such claim to the courts.

ARTICLE V PROBATION PERIOD, SENIORITY, LAYOFF AND RECALL

- 5.1 Probation Period – Public Works Department employees shall be subject to a six (6) month probation period. During this period such employees shall be evaluated by the Employer and may be terminated with or without cause at the sole discretion of the Employer. Termination during the probation period shall not be subject to the grievance procedure.
- 5.2 Seniority – A regular full-time employee's seniority shall be defined as that period from the employee's most recent first day of compensated work within the bargaining unit. A seasonal/temporary employee's seniority shall be defined as that period beginning with the 347th hour of compensated work within the bargaining unit. Seniority related to seasonal/temporary employees will be maintained on a list separate from regular full-time employees. Seniority for a seasonal/temporary employee will not carry over from year to year.
- 5.3 Layoff – In any instance in which a layoff becomes necessary, seasonal/temporary employees will be laid off before any regular full-time employee. Seniority along with business necessity and fitness shall be considered when there is a reduction in the Employer's work force. Layoff shall be by classification. Provided the Employer determines that there is no need to retain a less senior employee who possesses special skills or the more senior employee is not on disciplinary probation for less than satisfactory performance, the least senior employee in the classification will be laid off. An employee laid off out of seniority shall be provided by the Employer the reason(s) for such action in writing. A laid off employee shall have the option of bumping a less senior employee within classification or may bump into a lower classification if the employee has prior seniority in the lower classification, and the employee meets the qualifications for the classification. If a more senior employee does not have prior service in the lower classification the employee may bump into the lower classification if the Employer

determines that the employee is qualified for the position. For the purposes of layoff, special skills are defined as knowledge, skills and abilities necessary to perform the work required of the job classification which are not readily attainable. While on layoff, an employee shall retain all accrued seniority but shall not accrue further seniority credit.

- 5.4 Recall – In any instance in which a recall occurs, regular employees will be recalled before seasonal/temporary employees. Laid off employees shall be recalled by seniority within a classification, provided that the employee is qualified for the position vacancy. The last employee laid off within a classification shall be the first to be recalled, if qualified. A recall list shall be maintained for at least twelve (12) months after the layoff occurs.
- 5.5 Appeals – Appeals of the Employer’s application of the layoff procedure shall be through the contractual grievance procedure (Article XVIII). The basis for filing a grievance appealing the Employer’s application of the layoff procedure shall be (1) the Employer used its discretion arbitrarily without clearly basing its decision on business necessity (special skills) or (2) the Employer did not provide documentation as outlined in its personnel procedures manual of the employee performance problem(s) which resulted in the disciplinary probation. The two examples provided above regarding the right to appeal layoff procedures, do not represent all appeal scenarios. Appeals may be brought forward for other issues related to the application of layoff procedures.

ARTICLE VI HOURS OF WORK

- 6.1 Hours of Work - The workday for all employees covered by this Agreement shall, at the discretion of the Employer, be either five (5) consecutive days of eight (8) consecutive working hours or four (4) consecutive days of ten (10) consecutive working hours. Hours of work for regular part-time employees shall be scheduled at the sole discretion of the Employer. The Employer shall avoid scheduling split shifts.
- 6.2 Previous to a holiday week, with at least two (2) weeks notice, employees working a four (4) day ten (10) hour work week will be able to change their schedule to a five (5) day eight (8) hour work week for the holiday week with written approval from the Public Works Director.
- 6.3 The Employer shall provide a shift schedule and when time off is approved and assure that alternate employees are scheduled to cover for authorized leaves.
- 6.4 Meal and Rest Periods – Regular full-time Public Works Employees shall receive an unpaid thirty (30) to sixty (60) minute meal period established by the Employer. All employees shall receive one (1) fifteen (15) minute paid rest period for each four (4) continuous hours worked in each day’s work schedule. Public Works employees shall be subject to immediate call during meal or rest periods. Provided, however, Public Works employees will be paid at their regular straight-time hourly rate of pay, or overtime hourly rate of pay if applicable, for that portion of a lunch period during which an employee responds to a service call.
- 6.5 Notification – Each employee shall be assigned to a regular starting time which shall not be changed without thirty (30) days advanced notification unless by written agreement between the Union and the Employer. In the event an employee’s regular starting time is changed without thirty (30) days advance notification, he shall be paid overtime at one and one-half (1-1/2) times the employee’s regular straight-time hourly rate of pay for all hours

worked outside of the employee's normal work schedule except for emergency conditions. Emergency conditions are defined as reasonably unforeseeable situations which require prompt action. Emergency conditions shall not formally include holidays, vacations, training sessions, school classes or functions.

ARTICLE VII OVERTIME

- 7.1 Overtime – All work performed by an employee within a non-exempt job classification which has been authorized by the Employer in excess of forty (40) hours per week for Public Works employees shall be paid at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.
- 7.2 Overtime shall be paid in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.
- 7.3 The Employer shall not reschedule regular shifts, particularly to avoid paying overtime, without thirty (30) days advanced notification unless by written agreement between the Union and the Employer except for emergency conditions. Emergency conditions are defined as reasonably unforeseeable situations which require prompt action. Emergency conditions shall not formally include holidays, vacations, training sessions, school classes or functions.
- 7.4 Compensatory time – Compensatory time off may, at the option of the employee be requested in lieu of overtime pay. Such compensatory time off shall be scheduled with the approval of the Employer provided that there is not an undue disruption of the Employer's operation. Employees may normally accrue up to a maximum of forty-eight (48) hours of compensatory time off.
- 7.4.1 Any compensatory time earned in excess of forty-eight (48) hours shall be automatically paid to the employee at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay on the second pay period of the month.
- 7.4.2 Subject to the approval of the City Administrator, employees may accumulate more than forty-eight (48) hours of compensatory time.

ARTICLE VIII CALLBACK, COURT TIME AND STANDBY PAY

8.1 Callback – An employee who is called back to work after having left the premises following completion of a normal shift shall receive callback pay of a minimum of three (3) hours at their regular straight-time hourly rate of pay, or overtime hourly rate of pay if applicable. If an employee is called back to work within the three (3) hour time call out period, no additional call out pay will be made.

8.2 On-Call Schedule – The Employer, or if delegated, the Public Works Superintendent shall prepare and post for public works employees on an on-call schedule specifying the date, hours of on-call status and employee name on a quarterly calendar. Effective January 1, 2015, the on-call schedule shall be seniority based by date of hire. The on-call schedule for subsequent quarters shall be posted not less than one (1) calendar month prior to the effective date of the new schedule. The on-call schedule shall be made available to all City departments. The on-call schedule shall be maintained at a minimum of six (6) voluntary employees on the list. All Crew Leaders and Crew Worker II employees on the on-call schedule must have a Commercial Drivers License (CDL). In the event there are not six (6) voluntary employees, all Crew Leaders and Crew Worker II bargaining unit employees having a CDL shall be listed on the on-call schedule.

The on-call employee shall carry the on call communication device assigned by the Employer. In the event the on call employee needs to call for assistance they shall contact the most senior Public Works Employee on the call list provided by the Employer. If the most senior employee is not available then the next senior employee on the list will be contacted and continuing to the end of the list. If none of the employees on the list respond then the on-call employee will contact the Public Works Superintendent for instructions.

8.2.1 Public Works employees may trade assigned on-call shifts with other Public Works employees with prior approval of the Public Works Superintendent. Such trades shall be for not less than a complete on-call shift. A complete on-call shift shall be each weekday or each full weekend.

8.2.2 On-Call Schedule – Weekdays – Public Works employees scheduled for on-call duty on weekdays shall be compensated a minimum of one (1) hour at one and one-half (1-1/2) times the employee's straight-time rate of pay for each full day served on stand-by status. In the event an on-call employee is required to respond and report to an emergency situation, the employee shall be compensated a minimum of three (3) hours at one and one-half (1-1/2) times the employee's straight-time rate of pay, or for the actual duration of the emergency, whichever is greater. Such time shall be calculated on a portal to portal basis (i.e. from home to emergency scene to home) in addition to the compensation specified above.

8.2.3 Weekends and Holidays – Public Works employees scheduled for on-call duty on weekends and/or holidays shall be compensated a minimum of two and one-half (2-1/2) hours at one and one-half (1-1/2) times the employee's straight-time rate of pay for each full day served on stand-by status.

ARTICLE IX WAGES

9.1 Employees covered by this Agreement shall receive the rates of pay as set forth in Appendix "A" to this Agreement which by this reference shall be incorporated herein as set forth in full.

ARTICLE X HOLIDAYS

10.1 The following days are recognized as holidays:

New Years Day	January 1 st
Martin Luther King, Jr's Birthday	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4 th
Labor Day	1 st Monday of September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday of November
Day After Thanksgiving Day	4 th Friday of November
Christmas Day	December 25 th
Two (2) "Floating Holidays"	

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10.2 Public Works Department employees shall receive one and one-half (1-1/2) times their regular straight-time hourly rate of pay in addition to their regular straight-time hourly rate of pay for all holiday hours actually worked.

10.3 New employees shall be eligible to observe their floating holiday based on six (6) completed months of continuous employment in their first calendar year of employment. Employees shall take their floating holiday upon mutual approval with their Department Head.

10.4 Part-time employees shall receive holidays on a pro-rated basis.

ARTICLE XI VACATIONS

11.1 Employees shall receive vacations with pay in accordance with the following schedule:

MONTHS OF CONTINUOUS EMPLOYMENT	ANNUAL	MONTHLY
01 through 12	80 hours	6.67 hours
13 through 36	88 hours	7.33 hours
37 through 60	104 hours	8.66 hours
61 through 120	128 hours	10.66 hours
121 through 180	152 hours	12.66 hours
181 through 240	184 hours	15.33 hours
241+	200 hours	16.66 hours

11.2 Vacation periods shall be selected ~~first by employees in the Lead classification based on seniority within that classification. Following selection by the Lead(s), all other employees will select vacation periods~~ in seniority order based on their date of hire. Vacation requests shall be made by January 15, or within one week of contract ratification. After the January

15 date any requests shall be subject to availability. All vacations shall be approved by the Employer or designee.

- 11.3 Employees shall not carry over from year to year accumulated vacation in excess of two hundred-forty (240) hours. Any vacation time accumulated in excess of two hundred-forty (240) hours shall be forfeited on January 1 of each year. Employees who have approved vacation periods canceled by the Employer after September 1 in any year shall be allowed to carry-over such vacation hours for a period not to exceed six (6) months in the following year.
- 11.4 Full-time employees shall accrue vacation benefits based on completed months of employment. Vacation benefits shall be on a pro-rated basis for regular part-time employees. New employees shall accrue vacation benefits from the date of employment for use following successful completion of six (6) months of service.

ARTICLE XII PERMITTED LEAVE

- 12.1 Sick Leave - Regular full-time employees shall accumulate sick leave pay at the rate of one (1) work day (up to eight (8) hours) per completed calendar month of continuous service. Regular part-time employees will accrue sick leave on a pro-rated basis. Employees may accrue up to one thousand one hundred sixty-eight (1,168) hours of earned but unused sick leave. Accumulated sick leave pay shall be paid up to the rate of eight (8), or ten (10) hours per day, depending on your scheduled work week, at the employee's regular straight-time hourly rate of pay.
- 12.2 Sick leave may be utilized for the employee's own health condition or care of dependent children eighteen (18) years or younger living within the household in accordance with applicable state statutes. Earned leave of any kind may be used if the employee is needed to care for a child, spouse, parent, parent-in-law, legally registered domestic partner, or grandparent who has a serious health condition or emergency health situation.
- 12.3 Twenty-four (24) months prior to retirement, an employee may convert accrued but unused sick leave in excess of sixty days into vacation at the rate of one (1) day of vacation for each four (4) days of sick leave. The terms of retirement shall be in accordance with the provisions of the Public Employees Retirement System (PERS) for Public Works Department employees.
- 12.4 In the event of an accident that qualifies for payment under State Worker's Compensation Industrial Insurance, accrued sick leave may be used at the employee's option to pay the difference between the Worker's Compensation payment and the employee's regular pay until accrued sick leave has been exhausted or the employee returns to work, whichever occur first.
- 12.5 Sick Leave shall not be charged against an employee on a regularly scheduled day off.
- 12.6 Usage – Sick leave notification must be made to the Employer or designee as soon as practicable. Each employee shall use sick leave solely for the purpose of bona fide illness or injury and utilization of sick leave for any other purpose shall be cause for disciplinary action. The Employer may require that the employee, after three (3) days of concurrent illness, furnish a physician's proof of illness.

- 12.6.1 Employees requesting to use sick leave for extenuating circumstances such as Family Medical Leave (FMLA) or disability leave will provide the Public Works Director advanced written notice whenever possible. If the situation involves the use of Family Medical Leave, the City will provide the appropriate forms to the employee and will require that the employee's health care provider complete them in order to verify Family Medical Leave eligibility. The health care provider should provide the reason for the leave, the start date and the estimated end date of the leave. If it is not possible for the employee to provide advance notice of the need for leave the employee must notify the Public Works Director as soon as practicable.
- 12.7 Bereavement Leave – In the event of a death in the employee's "immediate family", the employee may be granted leave of absence not to exceed three (3) working days with pay. Up to an additional two (2) days with pay shall be granted when out-of-state travel or the distance is greater than one hundred eighty (180) miles (one way) is required. The term "immediate family" shall be defined as spouse and children of the employee and/or grandmother, grandfather, grandparent-in law, mother, father, step parents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, step children, daughter-in-law, son-in-law and grandchildren or any person residing with or legally dependent upon the employee. The maximum bereavement leave allowed shall be forty (40) hours. Any hours beyond the forty (40) hours the employee may use vacation leave or compensatory time.
- 12.7.1 An employee may be excused by the Employer to attend funeral services of a deceased City employee without loss of pay.
- 12.8 The Employer will comply with all applicable state and federal laws regarding the use of leave for illness or disability.
- 12.9 The City will comply with all State and Federal Laws and Regulations regarding the collection of sensitive medical information. The City reserves the right to collect medical information for FMLA, fit for duty and potential disability issues to the extent consistent with those laws and regulations.

ARTICLE XIII HEALTH AND WELFARE INSURANCE BENEFITS

- 13.1 Medical Insurance – The Employer shall pay one hundred percent (100%) of the premium necessary for the purpose of Association of Washington Cities Regence HealthFirst Plan for employees and ninety percent (90%) for their dependents, provided however part-time employees working twenty (20) or more hours per week shall receive employee only coverage at the Employer's expense. Dependent coverage may be purchased on an option by the part-time employee.
- 13.1.1 Both the Employer and Union recognize that the Association of Washington Cities Regence HealthFirst Plan and Group Health \$10 Co-pay plans will be discontinued January 1, 2018. The Employer and Union agree to negotiate the replacement of the medical plans
- 13.2 The Employer shall pay into the Washington Teamsters Welfare Trust for every employee covered by this Agreement, who has attained seniority and who was compensated for eighty (80) hours in the previous month, the following:
- 13.3 DENTAL: Effective January 1, 2014, based on December hours, the Employer shall pay one hundred thirty dollars and fifty cents (\$130.50) per month for benefits under "Plan A."

The Employer shall pay ninety percent (90%) for dependent coverage and employees shall pay ten percent (10%) by payroll deduction based on the following rates:

<u>Dependent Premium</u>	<u>Employees Ten Percent (10%)</u>
2 or more dependents \$78.30	\$7.83
1 dependent \$39.20	\$3.92

- 13.4 VISION: Effective January 1, 2014, based on December hours, the Employer shall pay fourteen dollars and ninety cents (\$14.90) per month for benefits under "The EXT Plan."
- 13.5 Payments required under any of the foregoing provisions shall be made on or before the tenth (10th) day of the month. Upon Union request, copies of all transmittals, pertaining to benefits under this Section, shall be posted on the bulletin board.
- 13.6 The Trust Agreement shall be known as Supplement "A" and, by this reference, same is incorporated herein and deemed a part hereof as though fully set forth.
- 13.7 Long Term Disability – The Employer will maintain the existing long term disability coverage provisions.
- 13.8 Life Insurance – The Employer will maintain the existing life insurance coverage provisions.

ARTICLE XIV UNIFORMS AND EQUIPMENT

- 14.1 The Employer shall provide each new employee the following listed items at hire.
- One (1) pair coveralls (winter)
 - One (1) pair hip boots
 - One (1) pair rubber boots
 - One (1) set raingear
 - One (1) Hard Hat
 - One (1) Safety Vest
 - Two (2) summer caps (Provided by City)
 - Two (2) winter caps
 - One (1) Winter Insulated Safety Jacket
 - One (1) Summer Safety Jacket
- The Employer shall replace worn out clothing as needed on a quartermaster system (applies to items listed in 14.1).
- 14.1.1 The Employer shall provide each new employee not less than the following number of uniform items:
- Five (5) pairs of Work Pants
 - Five (5) short-sleeved Hi-Visibility T-shirts
 - Four (4) long-sleeved Hi-Visibility T-Shirts

Two (2) sweatshirts Hi-Visibility

Existing employees shall receive a uniform allowance of two hundred fifty dollars and no cents (\$250.00) annually to be used to purchase work pants (blue, black, or tan in color, no overalls). The allowance will be paid on a payroll check by January 15 each year to each eligible employee. The \$250 will be taxed and the clothing purchased with the allowance will belong to the Employee.

If the employee is hired on or after October 1, the Employee will receive the uniforms listed in Section 14.1.1 and will not receive a uniform allowance the following January.

The short sleeved high visibility T-shirts, the long sleeved high visibility T-shirts, and the high visibility sweatshirts as detailed in Section 14.1.1 will be provided through a quartermaster system to each employee. As the clothing items become non-serviceable, worn, or no longer have a professional appearance, they will be returned to the City in exchange for replacement clothing as stated in Section 14.1.1. The shirts will remain the property of the Employer.

In addition to the annual clothing allowance, a monthly cleaning stipend to launder the City's shirts/sweatshirts of twenty dollars (\$20.00) will be paid to each employee. This amount will be included on the employee's payroll check each month as a separate line item. The twenty dollar (\$20) cleaning stipend will begin at the ratification date of the new contract.

With the written approval of the Public Works Director or designee employees may request an alternate combination of the uniform items in order to best fit their needs related to the job assignment; provided however, such combination shall not result in greater cost to the Employer than the standard uniform issue.

14.2

The Employer shall pay each Public Works employee with a separate check on the first pay period in January for the purchase of work boots in the following amounts:

January _____ :	\$250.00
2016 2014	

Employees hired during the year following the annual issuance of the boot allowance will receive a boot allowance on their first payroll check after date of hire. If the employee is hired on or after October 1, the Employee will receive the boot allowance on their first paycheck after date of hire but will not receive a boot allowance the following January.

The annual boot allowance will be taxed as income. The boots purchased with the boot allowance will belong to the employees.

Footwear – Employees shall be required to wear approved safety footwear. The definition of safety footwear shall be the same as referenced in 296-155-212 of the Washington Administrative Code (WAC). The footwear shall bear identifying marks or labels indicating compliance with the manufacturing provisions of American National Standard for Safety Toe Footwear, ANSI Z41.1-1991 or ASTM F2412-05 or ASTM F2413-05 or relevant updated code.

14.3 All uniforms and equipment issued by the Employer to each employee shall remain the property of the Employer.

ARTICLE XV MISCELLANEOUS

15.1 The Employer shall furnish each employee of the bargaining unit a copy of the current Employer's personnel policies and procedures.

15.2 The Employer maintains a Personnel Manual which contains information, policies and procedures important to the employees covered by this Agreement. The Personnel Manual is amended from time to time. Employees covered by this Agreement shall comply with all provisions of the Lake Stevens Personnel Manual except those where members of the bargaining unit are specifically exempted. Where there is a conflict between the Personnel Manual and this Agreement, this Agreement shall govern. Any changes in work rules or working conditions applicable to employees in this bargaining unit shall be negotiated between the Employer and the Union.

15.3 For purposes of employee benefits a regular part-time employee is defined as an employee working a regular schedule of twenty (20) hours per week or more.

15.4 Employees shall continue to have the opportunity to participate in the State of Washington's Deferred Compensation Plan, or any alternative plan approved by the Employer; provided the Employer does not experience any additional costs or time in administering the plan.

15.5 Temporary Light Duty Assignment – The Employer may establish a temporary light duty assignment that is outside the normal duties of the employee while that employee has a temporary condition that precludes them from fulfilling their normal duties. The availability, duration and duties of this assignment shall be at the discretion of the Employer. The Employer may use a combination of salary and Worker's Compensation benefits to pay the employee.

15.6 Employees who operate commercial vehicles are subject to the City of Lake Stevens Drug and Alcohol Testing Procedures Manual and in accordance with State and Federal Laws.

15.7 Travel time during regular working hours shall be compensated at the employees' regular rate of pay. Travel time outside regular working hours on City business shall be compensated at the appropriate rate of pay. An employee who regularly works in a fixed location in one city is given a special one day assignment in another city and returns the same day. The time spent in traveling to and returning from the other city is work time, except that the employer may deduct/not count that time the employee would normally spend commuting to the regular work site.

15.8 Joint Labor Management Committee – The Employer and the Union may establish a Labor/Management Committee (JLMC) which shall be comprised of an equal number of participants from both the Employer and the Union. The function of the Committee shall be to meet on the call of either party to discuss issues of mutual interest or concern for the purpose of alleviating potential grievances and/or establishing a harmonious working relationship between the employees, the Employer, and the Union. The parties will mutually agree on the date, time and location of the meeting(s) and may exchange agendas before the meeting.

ARTICLE XVI PENSION

~~16.1 Pension. The bargaining unit shall have the right once each year, at least sixty (60) days prior to the end of the calendar year, to notify the employer in writing of the units' intent to divert a portion of any wage increase provided by this Agreement to the Western Conference of Teamsters Pension trust at such time and in such amounts as may be determined by the bargaining unit. The diversion shall be effective the first month of the following year.~~

16.1 Western Conference of Teamsters Pension Trust - On October 12, 2015, The Union held an election to determine whether the Public Works and Parks employees wanted to participate in the Western Conference of Teamsters Pension Trust. The Union certifies herein that such an election occurred and that bargaining unit members by majority vote determined that they wished to participate. Effective January 1, 2016, all bargaining unit members as recognized in the Collective Bargaining Agreement shall participate in the Western Conference of Teamsters Pension Trust Fund (the "Trust Fund"). Contributions shall be made for all bargaining unit members as recognized in the Collective Bargaining Agreement, based on the previous month's compensable hours, starting with compensable hours earned in January, 2016, and paid in the February, 2016 pay warrants. Said contributions shall be made by all bargaining unit members through a pre-tax payroll diversion from their monthly earnings for all compensable hours to the Trust Fund's "basic plan" in the manner set forth below. The "basic plan" for purposes of this Agreement means the Trust plan that does not include a Program for Early Retirement (PEER).

Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 16.1.2 on behalf of all employees performing bargaining unit work; and for purposes of this Section the bargaining unit shall be defined as follows:

All employees hired and/or performing work within the classifications of Appendix "A" shall be included within the scope of the bargaining unit. Pension contributions shall be remitted on casual employees performing bargaining unit work. The scope of the bargaining unit shall exclude all employees of the Employer performing work historically known as "seasonal field or summer work".

Specifically excluded from the unit shall be employees working on a seasonal basis that perform "seasonal field or summer work" upon the Employer owned property regardless of the method compensated of the location of the work performed.

The scope of this Agreement shall not be expanded by the continuation of the practice of bargaining unit employees performing "field or summer work" so assigned. Provided however the terms of this Agreement shall apply whenever bargaining unit employees perform non-bargaining unit "field or summer work".

No person or third party beneficiary shall interpret this Agreement such that "field or summer work" shall be considered bargaining unit work regardless of the similarity of work, tools, supervision, or other characteristic. The Union specifically and unequivocally disclaims any work performed by seasonal field or summer work and confirms that such work is not bargaining unit work for the purpose of this section.

- 16.1.1 The total amount due to the Trust Fund for each monthly payroll period shall be remitted to the Administrator for the Trust Fund in a lump sum by the City on or before the 20th of each month for all compensated hours during the preceding month. The Employer shall abide by rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the reporting and recording of the contribution amounts paid for all bargaining unit employees.
- 16.1.2 The Employer shall pay one dollar (\$1.00) per hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for which each hour for which compensation was paid. The one dollar (\$1.00) per hour contribution will be through a payroll diversion on a pre-tax basis.
- 16.1.3 For probationary employees and temporary employees hired or utilized for the first time on or after January 1, 2016, the Employer shall pay by wage diversion an hourly contribution rate of ten cents (\$.10) during the probationary period as defined in Article 5.1 or the initial period of utilization, but in no case for a period longer than 90 calendar days from an employee's first date of hire (into the bargaining unit) or utilization in the performance of bargaining unit work. Contributions shall be made on the same basis set forth in Article 16.1.2 of this agreement. After the expiration of the probationary period as defined in Article 5.1 or an equivalent period if an individual is utilized as a temporary employee, but in no event longer than 90 calendar days from an employee's first date of hire (into the bargaining unit) or first day of utilization as a temporary employee, the contribution shall be increased the full contractual rate stated in Article 16.1.2.
- 16.1.4 The pre-tax hourly diversions provided for in Section 16.1.2 may be increased by a majority vote of the affected classification. In the event this occurs the Employer and the Union will execute a Letter of Agreement modifying Section 16.1.2.

ARTICLE XVII WARNING LETTER

- 17.1 The Employer shall not discharge nor suspend any employee without just cause. Disciplinary action shall be based on the seriousness of the situation and the relevant circumstances up to and including immediate termination. Discipline less than termination shall include, but is not limited to; a written warning notice (reprimand or documented verbal warning) or suspension without pay. Verbal counseling and performance appraisals shall not be considered disciplinary action.
- 17.1.1 A written warning notice shall set forth the complaint against the employee and shall be presented to the employee with a copy forwarded to the Union.
- 17.1.2 Within fifteen (15) scheduled working days after the Employer's discovery of an occurrence that may be grounds for discipline, the Employer shall notify the employee in writing, with a copy to the Union, of its intent to investigate the matter. Thereafter, disciplinary action (i.e. reprimands, suspension, demotion or discharge), to be considered valid, must be issued within thirty (30) calendar days after an investigation of the facts is completed. A single thirty (30) day extension of the thirty (30) day deadline will occur following written notice from either the Employer or the Union (certified return receipt).
- 17.1.3 Disciplinary action shall remain in the employee's file for a period of one (1) year and given appropriate weight in subsequent personnel actions, which are appealable through

the grievance procedure. The weight given of the incident(s) and whether there are any recurring incidents of a similar nature, including the length of time since the last incident occurred.

ARTICLE XVIII GRIEVANCE PROCEDURE

- 18.1 A "Grievance" shall be defined as an issue raised relating to the interpretation, application or alleged violation of any terms provisions or conditions of this Agreement. If any such grievance arises it shall be submitted to the grievance procedure outlined herein. All grievance time frames shall be held in abeyance when the parties have mutually agreed in writing.
- 18.2 Step 1 – The Union and/or employee shall promptly attempt to resolve the grievance informally with the Public Works Superintendent.
- 18.3 Step 2 – If the grievance is not resolved at Step 1, the Union and/or the employee may present the grievance in writing, stating the Article(s) allegedly violated, the facts of the matter and the remedy sought within fifteen (15) working days of the conclusion of Step 1 to the employee's Department Head. This time frame shall be extended in the event the employee or Department Head is on scheduled leave. The employee's Department Head shall attempt to resolve the grievance within fifteen (15) working days after it is formally submitted.
- 18.4 Step 3 – If the grievance is not resolved at Step 2, the Union and/or the employee may present the grievance, in writing, stating the Article(s) allegedly violated, the facts of the matter and the remedy sought within fifteen (15) working days of the conclusion of Step 2 to the Mayor or his/her designee. The Mayor shall attempt to resolve the grievance within fifteen (15) working days after it has been formally submitted.
- 18.5 Step 4 - In the event of the failure of the Union and the Employer to reach a satisfactory adjustment to the grievance as set forth in Sections 18.2, 18.3 and 18.4, either party may refer the matter within ten (10) working days to a third (3rd) neutral party, who shall serve as an impartial arbitrator. In the event the Union and Employer cannot mutually agree upon the third neutral party, they shall request from the Federal Mediation and Conciliation Service (FMCS) a list of nine (9) arbitrators (The Metropolitan List) from which the parties shall alternately strike names until only one (1) remains, who shall be the arbitrator. The right to strike first shall be determined by the flip of a coin. The arbitrator shall have no authority in any manner to amend, alter, modify or change any provisions of this agreement. The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof.
- 18.6 Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.
- 18.7 The decision of the arbitrator shall be final and binding upon the parties to the grievance provided the decision does not add to, subtract from, or alter, change, or modify the terms of this Agreement. In the event that the arbitrator's decision violates this provision, it shall be appealable to Snohomish County Superior Court.

- 18.8 The expense of the arbitrator shall be borne by the non-prevailing party of the grievance. The cost of any hearing room and the cost of a shorthand reporter shall be borne equally by the Employer and the Union. Each party hereto shall pay the expenses of their own representatives. In the event the arbitrator is unable to determine who the prevailing party is, the aforementioned expenses shall be borne equally by the Employer and the Union.

ARTICLE XIX SAVINGS CLAUSE

- 19.1 It is the intention of the parties hereto to comply with all applicable law and they believe that each and every part to this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provision shall be declared invalid or inoperative by a Court of final jurisdiction.
- 19.2 Should any provision of this Agreement and/or any attachments hereto be held invalid by operation of Law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and/or any attachments hereto shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provisions and/or any attachment hereto.
- 19.3 The parties acknowledge that during the negotiation resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subject or matter not removed by law from the area of bargaining and that the understandings and agreements arrived by the parties after exercise of that right and opportunity are set forth in this Agreement. The Union and the Employer each voluntarily and unqualifiedly waive the right and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter negotiated into the Agreement or dropped during the course of negotiations. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its terms subject only to a desire by both parties to mutually agree to amend or supplement at any time period.

ARTICLE XX DURATION

- 20.1 This Agreement shall be effective January 01, 2016⁴ and shall remain in full force and effect through December 31, 2016⁵ unless otherwise provided for herein and shall remain in effect during the course of negotiations on a new Agreement.
- 20.2 Within nine (9) months prior to the termination date of this Agreement, the Union and/or the Employer shall have the right to open this Agreement for the purpose of renegotiating changes in the Agreement.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

CITY OF LAKE STEVENS, WASHINGTON

By Scott A. Sullivan, Secretary-Treasurer By ~~Vern Little~~John Spencer, Mayor

Date _____ Date _____

APPENDIX "A"
 to the
 AGREEMENT
 by and between
 CITY OF LAKE STEVENS, WASHINGTON
 and
 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
 LOCAL UNION NO. 763
 (Representing the Public Works Department Employees)
 January 01, 2016~~4~~ through December 31, 201~~5~~6

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF LAKE STEVENS, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective January 01, 2016~~4~~, the classifications of work and monthly rates of pay for employees covered by this Agreement shall be as follows which reflects a two and a half percent (2.59%) adjustment to the January 1, 201~~5~~3 salaries:

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Public Works							
Crew Leader	\$5,035	\$5,218	\$5,405	\$5,600	\$5,802	\$6,011	\$6,219
Crew Worker II	\$4,308	\$4,459	\$4,617	\$4,779	\$4,945	\$5,118	\$5,300
Crew Worker I	\$3,487	\$3,623	\$3,766	\$3,912	\$4,065	\$4,223	\$4,379
Seasonal/Temporary Worker	\$13.07/hr	\$13.34/hr	\$13.59/hr	\$13.86/hr	\$14.11/hr	\$14.38/hr	\$14.64/hr

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A.1.1 The rates of pay set forth within Section A.1 are for full-time employees. A part-time employee shall receive a pro-rata wage based on the number of hours worked in relationship to a full-time employee.

A.1.2 STEP(S) A through G are all twelve (12) months in duration. An employee shall advance from one STEP to the next STEP upon completion of the required months of service.

~~A.2 Effective January 1, 2015, the classifications of work and monthly rates of pay for employees covered by this Agreement shall be as follows which reflects a two percent (2.0%) adjustment to the January 1, 2014 salaries:~~

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Public Works							
Crew Leader	\$4,912	\$5,091	\$5,273	\$5,463	\$5,660	\$5,864	\$6,067
Crew Worker II	\$4,203	\$4,350	\$4,504	\$4,662	\$4,824	\$4,993	\$5,171
Crew Worker I	\$3,402	\$3,535	\$3,674	\$3,817	\$3,966	\$4,120	\$4,272
Seasonal/Temporary Worker	\$12.75/hr	\$13.01/hr	\$13.26/hr	\$13.52/hr	\$13.77/hr	\$14.03/hr	\$14.28/hr

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A.3 The Employer may assign a new employee at any monthly pay range set forth within Section A.1 at the sole discretion of the Employer.

A.4 Public Works Department employees shall receive longevity pay in accordance with the following schedule:

PERIOD OF SERVICE TOTAL LONGEVITY PAY (NOT CUMULATIVE)

- After 5 years 1% above the pay they would otherwise receive in A.1 and A.2.
- After 10 years 2.25% above the pay they would otherwise receive in A.1 and A.2. Employees employed prior to January 1, 2006 receive 2.5% above the pay they would otherwise receive in A.1 and A.2.
- After 15 years 4% above the pay they would otherwise receive in A.1 and A.2.
- After 20 years 4.75% above the pay they would otherwise receive in A.1 and A.2.

A.5 Out of Classification Pay – When an employee is assigned by the Employer to a position that is at a pay level above their normal job classification, they shall receive the hourly wage minimum equivalent of five percent (5%) more than their current pay. Employees must have worked a minimum of five (5) shifts out of classification within a thirty (30) consecutive day period to receive this pay and will be retroactive for all that thirty (30) consecutive day period's out of classification assignment.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

CITY OF LAKE STEVENS, WASHINGTON

By _____ By _____
Scott A. Sullivan, Secretary-Treasurer Vern Little John Spencer, Mayor
Date _____ Date _____

APPENDIX "B"
to the AGREEMENT
by and between
CITY OF LAKE STEVENS, WASHINGTON
and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION
NO. 763

(Representing the Public Works Department Employees)

January 01, 2016 through December 31, 2016

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF LAKE STEVENS, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO.763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

- B.1 Both the Employer and Union acknowledge that it would be beneficial for both parties to design and build a creative and open atmosphere for bargaining labor management contracts and resolving conflicts in the workplace. Therefore, the Employer and the Union have agreed to initiate a collective bargaining process designed to problem solve and work collaboratively to address issues. This process will provide both parties a set of tools that foster effective communication and constructive issue resolution.
- B.1.1 Goals of a collaborative process: Collaborative bargaining is designed to build a creative and open atmosphere for bargaining labor-management contracts. To move to a processes that relays on trust and creativity to achieve the mutual goals of the parties involved. It aims to build a positive working relationship that endures well beyond the bargaining process. Some of the goals of a collaborative process include:
- Building a culture of respect, trust and dignity for all employees.
 - Opening communications so that ideas are shared and accepted, acted upon where effective and individuals are always thanked for their contribution.
 - Creating an organization where the opportunity to learn and grow in knowledge and skill is made available and offered equitably to all employees.
 - Creating an organization where career growth is as important to the organization as it is to the individual.
 - Creating an organization where team work is encouraged and rewarded for achieving common goals.
 - Respecting and valuing individual differences and diversity.
- B.1.2 Scope of collaborative bargaining: The scope of collaborative bargaining is primarily between the bargaining unit and management. In the case of Lake Stevens, the scope must include ground work with management and elected officials so that the collaborative process, expectations and behaviors are in alignment. Union and management typically agree, upfront as to the breadth of involvement across the organization. Scope also includes all traditionally bargained elements of labor-management contracts. Collaborative bargaining focuses on mutual goals and bargaining to select the best way to achieve the mutually agreed goals. Experience indicates that there are far more mutual goals than goals that are not mutually shared. Where there are goals not mutually shared, the collaborative process aims to narrow the gap between goals and to work collaboratively to select the best way to achieve acceptable compromise on those goals. Collaborative bargaining does not

replace the need to bargain. It creates a positive, constructive and trustworthy foundation for bargaining to reach agreement.

B.1.3 Process: The collaborative bargaining process is designed by the participants following tried-and-true principles of communication and collaboration. These usually include, particularly for the first time engagement, the following steps:

- Learn about collaborative bargaining. What is it? How does it work? Who has done it before? Why is it used and why is it successful?
- Engage in trust building and understanding communication styles and methods. Trust building occurs within and between teams working together as well as the larger organization.
- Set goals and identify mutual goals as well as those that are not necessarily mutually agreed upon.
- Define options to achieving the goals.
- Work together to agree on best option to achieve goals and the terms of a contract.

B.2 In preparation for labor negotiations in the summer of 2016, the Employer and the Union agree to begin training and implementation of the collaborative bargaining process in April/May of 2016.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

CITY OF LAKE STEVENS, WASHINGTON

By _____ By _____
Scott A. Sullivan, Secretary-Treasurer John Spencer, Mayor
Date _____ Date _____

Memorandum of Understanding
to the
AGREEMENT
by and between
CITY OF LAKE STEVENS, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works Department Employees)

January 01, 2016~~4~~ through December 31, 2016~~5~~
POSSIBLE TO DELETE?? LANGUAGE MOVED TO BODY OF AGREEMENT

IT IS UNDERSTOOD AND AGREED by the parties, City of Lake Stevens, Washington (hereafter "the Employer"), and Teamsters Local Union No. 763 (hereafter "the Union"), to enter into this agreement as follows:

WHEREAS; the Employer and the Union negotiated a collective bargaining agreement for the period of January 01, 2014 through December 31, 2015;

WHEREAS; the Employer and the Union negotiated and agreed to new language related to Article 14 UNIFORMS AND EQUIPMENT;

WHEREAS; upon application of the new language related to the annual boot allowance, it was determined that the newly negotiated language had an unintentional negative tax impact on the members receiving the benefit;

THEREFORE; the Employer and the Union agreed to the following language change:

14.2 The Employer shall pay each Public Works employee on the first pay period in January for the purchase of work boots in the following amounts:

January 2014 and January 2015 - \$ 250

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters
CITY OF LAKE STEVENS, WASHINGTON

By _____ By _____
Scott A. Sullivan, Secretary-Treasurer Vern Little, Mayor

Date: _____ Date: _____

Memorandum of Understanding
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CITY OF LAKE STEVENS, WASHINGTON
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PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works Department Employees)

January 01, 2016~~4~~ through December 31, 2016~~5~~

The purpose of this Memorandum of Understanding (“Memorandum”) between the Teamsters Local No. 763 (“Teamsters”), and the City of Lake Stevens (“City”) is to memorialize a temporary agreement regarding the payment of overtime for working up to three (3) Special Events.

WHEREAS; the parties have entered into a collective bargaining agreement due to expire on December 31, 2015;

WHEREAS; in Section 7.3 the Employer has the right to reschedule regular shifts to avoid paying overtime with thirty (30) days advance notice;

WHEREAS; the City and Teamsters agree to pay bargaining unit members overtime for hours worked up to a maximum of three (3) Special Events scheduled on non-regular shift hours in calendar year 2015;

AGREEMENT

The City and Teamsters hereby mutually agree to the following:

7.3.1 Special Events – The city agrees to schedule and pay overtime for hours assigned and worked outside of the regular work day to a maximum of three (3) Special Events in 2015. All other hours worked for Special Events throughout the year will be paid per the language contained in Section 7.3. The Employer will determine which three Special Events will fall under this provision, however, it is likely that the three (3) Special Events will include AquaFest, Spring Clean Up, and an additional Event to be determined based on the Employer’s need.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters
CITY OF LAKE STEVENS, WASHINGTON

By Scott A. Sullivan, Secretary-Treasurer By ~~Vern Little~~ John Spencer, Mayor

Date: _____ Date: _____



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Work Program carries over some projects from previous years and adds a discussion for refining the Adopt-a-Park program for the year:

1. Continued coordination on Cavalero Community Park with Snohomish County and affected user groups;
2. Continued coordination with City Council, Arts Commission, Snohomish County and affected community groups on parks and recreation planning issues;
3. Establish / Redefine an Adopt-a-Park Program for the city in coordination with the Public Works Department, Community Service Groups and other interested organizations;
4. Code review and recommendation of any municipal code amendments that may affect parks and recreation; and
5. Continued coordination and development of a Trail Master Plan and other trail opportunities as they arise.
6. Frontier Heights – Coordinate with affected Public and Private Groups related to the transition and/or re-development of Frontier Heights Park as opportunities arise.
7. The Park Board requested that a standing agenda item be included on their meeting agenda to provide updates on current park projects and expenditures of park mitigation fees.

Staff will bring the work program for Council's approval on the next Consent Agenda.

APPLICABLE CITY POLICIES:

Council gives the Planning Commission and Park Board direction on work activities as advisory bodies.

BUDGET IMPACT:

Direct budget impacts will require project specific funding to be approved by the Council as needed.

ATTACHMENTS:

A – 2016 Master Schedule

B – 2016 Detailed Long Range Planning Work Program

C – 2016 Park Board Work Program

Lake Stevens 2015 – 2016 Long Range Work Program					
Project Group	4th Quarter 2015	1st Quarter 2016	2nd Quarter 2016	3rd Quarter 2016	4th Quarter 2016
<i>Code Amendments</i>					
Environment (Part 1) <ul style="list-style-type: none"> • Critical Areas Update • Clearing/Grading/Forest Practices 	Planning Commission			City Council	
Environment (Part 2) <ul style="list-style-type: none"> • Stormwater Manual • DOE Floodplain Audit 			Planning Commission		City Council
Environment (Part 2) <ul style="list-style-type: none"> • Electric Vehicles • Landscape Code 					Planning Commission
Miscellaneous Zoning Code Updates (Part 1) <ul style="list-style-type: none"> • Marijuana Update • Manufactured Homes/ Recreational vehicles • Sign Code Enforcement / Exceptions 		Planning Commission	City Council		
Miscellaneous (Part 2) <ul style="list-style-type: none"> • Temporary Encampments • Wireless Facilities 			Planning Commission	City Council	
Miscellaneous (Part 3) <ul style="list-style-type: none"> • Subdivisions • Accessory Dwelling Units • Fences 				Planning Commission	City Council
Economic Development (Part 1) <ul style="list-style-type: none"> • Impact Fees 			Planning Commission	City Council	
Economic Development (Part 2) <ul style="list-style-type: none"> • Manufacturing Tax Exemption • Multifamily Housing Tax Exemption 				Planning Commission	City Council

Lake Stevens 2015 – 2016 Long Range Work Program					
Project Group	4th Quarter 2015	1st Quarter 2016	2nd Quarter 2016	3rd Quarter 2016	4th Quarter 2016
<i>Code Amendments</i>					
Process (Part 1) <ul style="list-style-type: none"> • Public Notice • Decision / Appeal • Landscape Bonds • Administrative Authority • Park Fees 		Planning Commission		City Council	
Process (Part 2) <ul style="list-style-type: none"> • Permissible Uses • Change of Use • Home Occupations • Temporary Use • Nonconforming Situations 				Planning Commission	City Council
Housekeeping					Planning Commission
<i>Comprehensive Plan</i>					
Downtown Subarea Plan		City Council	Planning Commission		
Shoreline Master Program (CA)		Planning Commission		City Council	
Shoreline Master Program (DT)					Planning Commission
Annual Comprehensive Plan Docket <ul style="list-style-type: none"> • Citizen-initiated map amendment 		Planning Commission		City Council	

*Items shown in red are mandated amendments to stay compliant with state and federal laws.

- 1st Quarter January through March
- 2nd Quarter April through June
- 3rd Quarter July through September
- 4th Quarter October through December

Lake Stevens 2015-2016 LONG RANGE PLANNING WORK PROGRAM

Updated 12-29-2015

Implementation tasks from Comprehensive Plan Update, compliance with current State and Federal requirements and improve internal code function and implementation.

2015-2016 LONG RANGE PLANNING WORK PROGRAM						
CATEGORY	IMPROVEMENT					
<i>Code Component / Affected Code Sections</i>	Implement Comp. Plan Goals	Process / Admin. Efficiency	Legal Clarity	Predictability	Mandate	Staff
Environment						
1. Critical Areas – Review entire Chapter 14.88 LSMC for internal consistency (e.g., application of standards across critical area type). <ul style="list-style-type: none"> Clarify status of maintenance and monitoring bonds in LSMC 14.88.278. Clarify when to use easement and when to use tracts to establish Native Growth Protection Areas in LSMC 14.88.290. Review density transfer section, specifically acreage requirement and wetland restriction in LSMC 14.88.297. Adopt updated wetland rating system and buffers per revised Department of Ecology manual in Chapter 14.88 LSMC Part VII Wetlands. 	X	X	X	X	X	AL ⁱ
2. <i>Shoreline Master Program</i> – Update Appendix B of the <i>Shoreline Master Program</i> to reflect changes to the critical areas code as a Comprehensive Plan Amendment.	X	X	X	X	X	AL
3. DOE Floodplain Audit – Update affected sections of Chapters 14.64 LSMC Part I Special Flood Hazard Areas and 14.88 LSMC Part V Frequently Flooded Areas.	X		X	X	X	REW ⁱⁱ
4. Clearing & Grading / Forest Practices – Review and update to incorporate revised clearing & grading standards and adopt local administration of forest practices in Chapter 14.64 LSMC Part II Drainage, Erosion Control, Storm Water Management.	X	X	X	X	X	SJP ⁱⁱⁱ

Lake Stevens 2015-2016 LONG RANGE PLANNING WORK PROGRAM

Updated 12-29-2015

CATEGORY	IMPROVEMENT					
Code Component / Affected Code Sections	Implement Comp. Plan Goals	Process / Admin. Efficiency	Legal Clarity	Predictability	Mandate	Staff
Environment – Continued						
5. <i>2012 Stormwater Management Manual for Western Washington</i> – Adopt current stormwater manual, Low Impact Development Standards and update NPDES. <ul style="list-style-type: none"> Review and update to incorporate adoption of new stormwater manual and low impact development standards in Chapters 11.06 LSMC Stormwater Management and Chapter 14.64 LSMC Part II Drainage, Erosion Control, Storm Water Management. Review and update to incorporate adoption of low impact development standards in Chapter 14.56 LSMC Streets and Sidewalks. Review and update to incorporate adoption of new stormwater manual and low impact development standards in <i>Engineering Design and Development Standards</i>. 	X	X	X	X	X	REW / MG ^{iv}
6. Electric Vehicles – Evaluate adopting electric vehicle charging stations and other emission reducing standards in Chapters 14.56 LSMC Streets and Sidewalks, 14.72 LSMC Parking and <i>Engineering Design and Development Standards</i> .	X					SJP
7. Landscape Code – Evaluate screen definitions, highway screening requirements, tree retention, parking lot standards, update table in Chapter 14.76 LSMC.	X	X		X		AL

Lake Stevens 2015-2016 LONG RANGE PLANNING WORK PROGRAM

Updated 12-29-2015

2015-2016 LONG RANGE PLANNING WORK PROGRAM						
CATEGORY	IMPROVEMENT					
<i>Code Component / Affected Code Sections</i>	Implement Comp. Plan Goals	Process / Admin. Efficiency	Legal Clarity	Predictability	Mandate	
<i>Process</i>						
1. Public Notice – Review code requirements for public notice in Chapters 14.16A and 14.6B LSMC.	X	X	X	X		REW
2. Decision / Appeals – Review code requirements for final decisions and appeal in Chapters 14.16A and 14.6B LSMC.	X	X	X	X		REW
3. Bonds – review bond section in LSMC 14.16A.180, consider landscape security.		X	X	X		REW
4. Change of Use – Review code requirements for change of use applications in LSMC 14.16C.030.		X		X		SJP
5. Home Occupations – Review code requirements for home occupation applications, specifically use of garages and clarify allowed equipment in LSMC 14.16C.070.		X		X		SJP
6. Temporary Use – Review code requirements for temporary use / structure applications in LSMC 14.16C.110. Consider standards for construction trailers / sales centers with projects/subdivisions, model homes and temporary dwellings for medical / relative – cross reference ADU.		X		X		SJP
7. Nonconforming Situations – Review code requirements for nonconforming situations in Chapter 14.32 LSMC.		X		X		REW
8. Permissible Uses – Review procedural requirements for permissible uses in Chapter 14.40 LSMC.	X	X		X		REW
9. Park Fees – Update Chapter 14.120 LSMC to incorporate revised methodology for calculating park impact mitigation fees.	X		X	X		AL
10. Administrative Authority – Consider administrative variance or deviation process to be incorporated into Chapter 14.16C LSMC as a new section	X	X	X	X		REW

Lake Stevens 2015-2016 LONG RANGE PLANNING WORK PROGRAM

Updated 12-29-2015

2015-2016 LONG RANGE PLANNING WORK PROGRAM						
CATEGORY	IMPROVEMENT					
Code Component / Affected Code Sections	Implement Comp. Plan Goals	Process / Admin. Efficiency	Legal Clarity	Predictability	Mandate	Staff
<i>Miscellaneous Zoning Code Updates</i>						
1. Temporary Encampments – Propose code standards for temporary encampments to comply with RCWs 35.21.915, 35A.21.360 and 36.01.290 in LSMC 14.16C.125. ^v			X		X	AL
2. Wireless Facilities – Review and update code requirements for wireless facilities to comply with Communication Act 47 USCA 332 and WAC 197-11-800(25), in Chapters 14.08, 14.40 and 12.12 LSMC and LSMC 14.44.360. ^{vi}		X	X	X	X	SJP
3. State-Licensed Marijuana Facilities – Update code requirements for marijuana sales and production / processing, including number of retail locations, co-location of production/processing facilities, processing requirements and definitions in LSMC 14.44.097 and Chapter 14.40.		X	X	X		REW
4. Manufactured Homes/ Recreational vehicles – Update code to allow recreational vehicles in manufactured/mobile home communities.	X				X	REW
5. Subdivisions – Review and update subdivision code requirements in LSMC 14.18 Part I and unit lot subdivisions in LSMC 14.46.030. Add MSRC language to prohibit back to back short plats. Consider lot size averaging, clarify density calculation, access to BLA and tracts/easements		X		X		REW
6. Accessory Dwelling Unit – Propose new code standards for accessory dwelling unit applications including clarification on standards for attached and detached units in LSMC 14.16C.120.	X	X		X		REW
7. Fences – Review and update code requirements for residential fences in LSMC 14.44.420, 14.48.040, 14.48.050 and 14.80.090.		X		X		SJP
8. Sign Code Enforcement / Exceptions – Review exceptions in sign code to comply with recent case law on content based signs	X		X	X		SJP

Lake Stevens 2015-2016 LONG RANGE PLANNING WORK PROGRAM

Updated 12-29-2015

2015-2016 LONG RANGE PLANNING WORK PROGRAM						
CATEGORY	IMPROVEMENT					
<i>Code Component / Affected Code Sections</i>	Implement Comp. Plan Goals	Process / Admin. Efficiency	Legal Clarity	Predict-ability	Mandate	Staff
<i>Housekeeping / Scriveners' Errors</i>						
1. Definitions – Review and update definitions in Chapter 14.08 LSMC (e.g., legal lot, Accessory Apartment, Substantial Development, Substantial Improvement [change of use], Temporary Dwelling, Lands Covered by Water, Condominium, Certificate of Occupancy, Kennel, etc.)		X	X	X		TBD
2. PND – Evaluate need for PND requirements in LSMC14.36.040.	X	X		X		TBD
3. Table Reference – Correct Neighborhood Business reference in freestanding sign table 14.38.100(e).	X	X		X		TBD
3. Neighborhood Commercial – Review need for LSMC 14.44.095 as NC zone not part of comprehensive plan.	X			X		TBD
4. Building Height – reevaluate 14.48.060(e) for consistency with Fire Department requirements.			X	X		TBD
5. Private Roads – clarify setback requirements from private roads / access tracts in Table14.48-I: Density and Dimensional Standards.		X		X		TBD
6. Rural subdivisions – Remove LSMC 14.48.100 as there is probably no application within city limits and UGA.		X		X		TBD
7. Open Space – Removed outdated references to open space in Title 14.	X	X		X		TBD
8. Title 6 Sewer and Chapter 14.60 LSMC Part II Sewer – Review and update to implement unification agreement.		X	X	X		TBD
9. Sub-regional Commercial – Remove code references to Sub-regional Commercial zoning district in municipal code (e.g., Chapters 14.36, 14.40, 14.48 and 14.68) as zone no longer exists.	X	X		X		TBD
10. School Impact Mitigation – Review Chapter 14.100 for consistency with School District rules – remove sections 14.100.130 and .230.	X	X	X	X		TBD

Lake Stevens 2015-2016 LONG RANGE PLANNING WORK PROGRAM

Updated 12-29-2015

2015-2016 LONG RANGE PLANNING WORK PROGRAM						
CATEGORY	IMPROVEMENT					
<i>Code Component / Affected Code Sections</i>	Implement Comp. Plan Goals	Process / Admin. Efficiency	Legal Clarity	Predictability	Mandate	Staff
<i>Economic Development</i>						
1. Impact Fees – Update timing requirements for collection of impacts fees for schools, parks and traffic in Chapters 14.100, 14.112 and 14.120 LSMC per enactment of SEB 5923.	X	X		X	X	REW
2. Manufacturing Tax Exemption	X					JA ^{vii} / REW
3. Multifamily Housing Tax Exemption	X					JA / REW
2015-2016 LONG RANGE PLANNING WORK PROGRAM						
CATEGORY	IMPROVEMENT					
<i>Component</i>	Implement Comp. Plan Goals	Process / Admin. Efficiency	Legal Clarity	Predictability	Mandate	
<i>Comprehensive Plan</i>						
1. Downtown Subarea Plan – develop and adopt a subarea plan, planned action EIS and development regulations for Downtown Lake Stevens.	X			X		REW
2. Shoreline Master Program – Consider updates to the Shoreline Master Program affected by the adoption of a subarea plan for Downtown Lake Stevens.	X	X	X	X		REW
3. Annual 2016 Comprehensive Plan Docket – The docket may include city and citizen initiated amendments to be determined. <ul style="list-style-type: none"> Citizen-initiated map amendment to change a School District owned property from Medium Density Residential to Public / Semi-Public 	X		X		X	REW

Lake Stevens 2015-2016 LONG RANGE PLANNING WORK PROGRAM

Updated 12-29-2015

-
- i AL – Amy Lucas
 - ii REW – Russ Wright
 - iii SJP – Stacie Pratschner
 - iv MG – Mathew Goad
 - v WCIA Audit
 - vi WCIA Audit
 - vii JA- Jeanie Ashe

**Items shown in red are mandated amendments to stay compliant with state and federal laws.*

An individual schedule and scope of work will be developed for each item.

DRAFT



PROPOSED 2016 PARK BOARD WORK PROGRAM

PROJECT	PROCESS	SCHEDULE	START	PROJECT MANAGER
1. Cavalero Community Park – Continued coordination on Cavalero Community Park with Snohomish County and affected user groups.	Coordinate with user groups and provide input as needed.	Ongoing	Ongoing	REW / Parks Coordinator
2. Coordination with other groups – Continued coordination with the City Council, Arts Commission, Snohomish County and affected community groups on parks and recreation planning issues.	Specific tasks will be defined as project proceeds	To be determined	Ongoing	REW / Parks Coordinator
3. Adopt-a-Park – Establish / Redefine an Adopt-a-Park Program for the city in coordination with the Public Works Department, Community Service Groups and other interested organizations.	Specific tasks will be defined as project proceeds	To be determined	3 rd Quarter	Parks Coordinator
4. Code Review – Review and/or make recommendations on proposed municipal code amendments including a review of park impact fee amendments, general review of Title 10 Park and Recreation, and recommendations on private open space for residential development.	Specific tasks will be defined as project proceeds	To be determined	3 rd Quarter	AL / Parks Coordinator
5. Trail Master Plan – Develop a framework for a Trail Master Plan to include a power line trail, shoreline access and pedestrian connections.	Specific tasks will be defined as project proceeds	To be determined	TBD	REW / MM
6. Frontier Heights – Coordinate with affected Public and Private groups related to the transition and/or re-development of Frontier Heights Park as opportunities arise.	Specific tasks will be defined as project proceeds	To be determined	TBD	TBD

2016 Schedule will be every other month unless additional meeting are required and requested with advance notice.