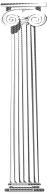


City of Lake Stevens Vision Statement

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



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

Tuesday, September 13, 2016 – 7:00 p.m.

NOTE:

WORKSHOP ON VOUCHERS AT 6:45 P.M.

CALL TO ORDER:	7:00 P.M.	Mayor
PLEDGE OF ALLEGIANCE		Council President
ROLL CALL:		
APPROVAL OF AGENDA:		Council President
VOLUNTEER APPRECIATION	Music On The Lake Fish Roundabout	Mayor
EMPLOYEE APPRECIATION		Mayor
NEW EMPLOYEE INTRODUCTIONS		Russ, Ralph & Barb
GUEST BUSINESS:	Jeff Ketchel, Environmental Health Director and Heather Thomas, Public and Government Affairs Manager, Snohomish Health District	
COUNCIL BUSINESS:		Council President
MAYOR'S BUSINESS:		
CITY DEPARTMENT REPORT:	Update	
CONSENT AGENDA:	*A Approve 2016 Vouchers	Barb
	*B Approve City Council Regular Meeting Minutes of August 23, 2016	Barb
	*C Approve Prothman Contract for Police Chief Background Check	Mary

Lake Stevens City Council Regular Meeting Agenda

September 13, 2016

- *D Approve Professional Services Agreement with Outcomes by Levy Mary
- *E Approve Teamsters Collective Bargaining Agreement Mary
- *F Approve Resolution 2016-15 re: Adoption of Snohomish County Revised Hazard Mitigation Plan Mick
- *G Award Contract to AquaTechnex for Alum Treatment Mick
- *H Authorize Interlocal Agreement with Snohomish County Surface Water Management Billing Barb
- *I Approve Ordinance 971 Amendment to LSMC 11.04.060 Surface Water Management Barb

ACTION ITEMS:

- *A Approve Resolution 2016-16 Declaring an Emergency and Authorizing Repair of City Boat Launch Mick
- *B Approve Amendment to Professional Services Agreement with CRUX Diving and Salvage, Inc. Mick

DISCUSSION ITEM:

- *A Small Cellular Facility Consortium Mary

EXECUTIVE SESSION:

- A Real Property Acquisition – RCW 42.30.110(1)(b)

ADJOURN

* ITEMS ATTACHED	** ITEMS PREVIOUSLY DISTRIBUTED	# ITEMS TO BE DISTRIBUTED
------------------	---------------------------------	---------------------------

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



CITY DEPARTMENT REPORT
SEPTEMBER 13, 2016 CITY COUNCIL MEETING

Finance Director/City Clerk

- The initial version of the forecasting model has been received from FCS and is being updated and implemented into the budget process.
- The Clerk's office is going through the demonstration process with authorized consultants for the new Enterprise Content Management System. Our intent is to select a program and consultant for this system this year, with the majority of implementation in 2017.
- The Deputy City Clerk attended the Washington Municipal Clerk Association (WMCA) Fall Conference in Leavenworth focused on *Collaborative Communication for Municipal Clerk*
- The Finance Director and Senior Accountant will be attending the annual Washington Finance Officers Association (WFOA) conference in Spokane September 21st – September 23rd.

Planning Department

Building / Current Planning in August

- Permit Specialist attended the PermitTrax training
- 12 new building permits
- 8 new code enforcement cases
- 12 new land use permits, including eight hearings scheduled with the Hearing Examiner. The Design Review Board reviewed two proposals.
- 1 sign permit
- 2 special events

Economic Development

- Economic Development Coordinator attended the International Council of Shopping Centers Western Deal-Making conference in San Diego August 30th – September 1st
- Coordinating with a second park concession

Long Range Planning

- City Council adopted Administrative Authority Code, Single-family impact fee deferral and Retail Traffic Fee Adjustment.
- The Planning Commission provided comments on the 2016 Comprehensive Plan Update and discussed building heights.
- The Citizens Advisory Committee has held multiple meetings.
- Crandall Arambula hosted the all-day outreach event with different stakeholders in the community. Over 100 stakeholders were present throughout the day.

Parks and Recreation

- Cavelero Park Open House held – second open house scheduled for September 12, 2016.
- Parks and Recreation Coordinator has been in communication with representatives from the Frontier Heights Homeowners Association.
- Assistant Planner and Parks and Recreation Coordinator met with the Arts Commission to discuss a proposal to install a temporary art display in Lundeen Park.

Police Department
Preparing for Chief Dyer's arrival

- Preparing for Chief Dyer's arrival.
- Citizen's Patrol started September 7, 2016 (see Facebook) with School safety checks at start and end of school.



- 9-11 Presentation Lake Stevens Fire Station 82, 10:00 AM September 9, 2016.

**BLANKET VOUCHER APPROVAL
 2016**

Payroll Direct Deposits	9/1/2016	\$157,176.69
Payroll Checks	40982-40985	\$6,324.38
Tax Deposit(s)	9/1/2016	\$62,594.95
Electronic Funds Transfers	ACH	\$287,313.78
Claims	40969-40981, 40986-41098	\$777,380.54
Void Checks	40624	(\$999.16)
Total Vouchers Approved:		\$1,289,791.18

This 13th day of September 2016:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment or a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Stevens, and that I am authorized to authenticate and certify to said claim.

 Finance Director/Auditing Officer

 Mayor

We, the undersigned Council members of the City of Lake Stevens, Snohomish County, Washington, do hereby approve for payment of the above mentioned claims:

 Councilmember



This page left blank intentionally



Accounts Payable Checks and EFTs for period of 08/19/2016 to 09/08/2016

Invoice	AccountCode	Item Description	Amount
Ace Hardware			
		Check 40969	8/26/2016
			\$999.16
51012	001-008-521-20-31-01	Key	\$5.42
50841	001-008-521-21-31-00	Padlock/hasp/fasteners	\$60.54
50918	001-008-521-21-31-00	Cleaner/nozzle/air freshener	\$48.43
51017	001-010-576-80-31-00	Cable/shackle/wire	\$51.27
50970	001-010-576-80-31-00	Hoses/sprinklers	\$515.25
50841	001-010-576-80-31-00	Fasteners/wire	\$19.76
50963	001-013-594-18-60-01	Water heater restraints at VIC	\$25.04
50969	001-013-594-18-60-01	Stud finder/batteries	\$69.67
50896	001-013-594-18-60-01	Mulch	\$108.68
50789	101-016-544-90-31-02	Tarp/rope	\$26.11
50933	101-016-544-90-31-02	Signs	\$7.28
50927	101-016-544-90-31-02	Triple ball mount	\$54.44
50933	410-016-531-10-31-02	Signs	\$7.27
Ace Hardware			
		Check 40990	9/8/2016
			\$1,582.73
51756	001-007-559-30-48-00	Dock repair needed for new boat	\$19.59
51783	001-008-521-20-31-01	Door handle & keys for conference room door	\$38.06
51703	001-008-521-20-31-01	Car wash supplies	\$21.75
51514	001-008-521-20-31-01	Tarp for beauty bark at Police Dept	\$43.54
51724	001-008-521-20-31-01	Batteries for Evidence Room smoke detector	\$15.24
51558	001-008-521-20-31-01	Wire brushes/flex seal to repair PD gutter	\$39.70
51763	001-008-521-21-31-00	Boat Portable power Pack Extension Cord	\$4.89

Invoice	AccountCode	Item Description	Amount
51608	001-010-576-80-31-00	Bar & chain oil/weed eater string/chain loop	\$79.11
51743	001-010-576-80-31-00	Extension cords for Movie in the Park	\$223.22
51591	001-010-576-80-31-00	Cable/shackles/clips for buoy installation	\$114.64
51737	001-010-576-80-31-00	Goof Off spray cleaner	\$30.45
51565	001-010-576-80-31-00	Funnel/tubing to water trees	\$18.59
51682	001-010-576-80-31-00	Wire rope clips for Lundeen swim area	\$36.92
51529	001-010-576-80-31-00	Spray paint	\$6.53
51391	001-010-576-80-31-00	Cutoff blade/line marker for dock repair	\$58.24
51488	001-010-576-80-31-00	Bark mulch	\$81.51
50594	001-010-576-80-31-00	Pipe parts for Lundeen	\$34.26
51728	001-010-576-80-31-00	Wasp killer at VIC	\$28.27
51691	001-010-576-80-31-00	Tubing to water trees at roundabout	\$10.43
51469	001-010-576-80-31-00	bark mulch	\$108.68
51472	001-010-576-80-31-00	Bark mulch	\$81.51
51779	001-010-576-80-31-03	Pressure gage - Lundeen park	\$17.41
51522	001-012-572-20-31-00	Threaded seal for hose bib at library	\$42.32
51516	001-012-572-20-31-00	Plug for hose bib at library	\$7.61
51446	001-012-572-20-31-00	Electrical plug covers for Library	\$16.31
51492	001-012-572-20-31-00	Hose bib/shutoff valve for library	\$50.06
51489	001-012-572-20-31-00	Valve kit for library toilet	\$17.41
51530	101-016-544-90-31-02	Screwdriver	\$6.52
51434	101-016-544-90-31-02	Leather gloves	\$8.71
51450	101-016-544-90-31-02	Paracord	\$21.77
51447	101-016-544-90-31-02	Bee spray	\$29.34

Invoice	AccountCode	Item Description	Amount	
51689	101-016-544-90-31-02	Chain	\$13.02	
51712	101-016-544-90-31-02	Wipes & duster PW50	\$7.61	
51608	101-016-544-90-31-02	Bar & chain oil/weed eater string/chain loop	\$79.10	
51474	101-016-544-90-31-02	Sharkbite Clips	\$11.94	
51474	410-016-531-10-31-02	Sharkbite Clips	\$11.94	
51447	410-016-531-10-31-02	Bee spray	\$29.34	
51712	410-016-531-10-31-02	Wipes & duster PW50	\$7.61	
51450	410-016-531-10-31-02	Paracord	\$21.78	
51434	410-016-531-10-31-02	Leather gloves	\$8.70	
51608	410-016-531-10-31-02	Bar & chain oil/weed eater string/chain loop	\$79.10	
ACES		Check 40991	9/8/2016	\$329.00
11869VM	001-005-517-60-31-00	DOSH facility inspection August	\$74.77	
11869VM	101-016-517-60-31-00	DOSH facility inspection August	\$127.11	
11869VM	410-016-517-60-31-00	DOSH facility inspection August	\$127.12	
Advantage Building Services		Check 40992	9/8/2016	\$793.25
2526	001-007-558-50-41-00	Janitorial Services	\$30.00	
2526	001-007-559-30-41-00	Janitorial Services	\$30.00	
2526	001-008-521-20-41-00	Janitorial Services	\$315.00	
2526	001-010-576-80-41-00	Janitorial Services	\$20.00	
2526	001-012-575-50-41-00	Janitorial Services	\$120.00	
2526	001-013-518-20-41-00	Janitorial Services	\$120.00	
2526	001-013-518-20-41-00	Janitorial Services	\$160.00	
2526	101-016-542-30-41-02	Janitorial Services	\$20.00	
2526	410-016-531-10-41-01	Janitorial Services	\$20.00	

Invoice	AccountCode	Item Description	Amount
2526	621-000-386-00-00-00	Retainage-Advantage svcs	(\$41.75)
AFLAC		Check 0	9/8/2016
			\$1,534.44
42614	001-000-284-00-00-00	Employee paid Insurance Prem	\$385.22
42614	001-000-284-00-00-00	Employee paid Insurance Prem	\$1,149.22
Anderson Brian		Check 40993	9/8/2016
			\$35.00
SPE2016-0017	001-000-345-81-00-00	Refund SPE2016-0017 overpmt event fee	\$35.00
Aquatechnex		Check 40994	9/8/2016
			\$44,739.13
7154	410-016-531-16-48-00	2016 Eurasian Milfoil Program-Lake treatment	\$40,938.13
7153	410-016-531-16-48-00	2016 Eurasian Milfoil Program Survey/Public notice	\$3,801.00
Artcraft and Foremost		Check 40995	9/8/2016
			\$630.00
353363	001-008-521-20-31-04	Black Trooper Hat	\$630.00
Ashe Jeanie		Check 40996	9/8/2016
			\$240.62
8/26/16 req	001-007-558-50-43-00	Meeting expenses March 2016 - July 2016	\$240.62
Assoc of Washington Cities EFT		Check 0	9/8/2016
			\$199,968.54
42614	001-000-283-00-00-00	Medical Insurance Premium	\$106,343.86
42552	001-000-283-00-00-00	Medical Insurance Premium	\$93,624.96
42614	001-013-518-30-20-00	Medical Insurance Premium	(\$0.15)
42552	001-013-518-30-20-00	Medical Insurance Premium	(\$0.13)
Barnes James		Check 40970	8/26/2016
			\$190.00
7/14/16 req	001-008-521-20-43-00	Per Diem for Crime Scene Evidence Tech Course-Barnes	\$190.00
Bills Blueprint		Check 40997	9/8/2016
			\$21.78
536965	410-016-531-10-31-02	Blueprint copies Mar-Da-Lean	\$21.78
Business Card		Check 40971	8/26/2016
			\$11,482.85

Invoice	AccountCode	Item Description	Amount
9185.5	001-001-511-60-43-00	SCC Dinner 7/21/16 Daughtry/Welch	\$70.00
4396.5	001-001-511-60-43-00	Airfare-Daughtry	\$403.20
4396.5	001-001-511-60-49-01	2016 Natl League of Cities registration-Tageant	\$545.00
4396.5	001-001-511-60-49-01	2016 Natl League of Cities registration-Daughtry	\$545.00
3880.5	001-001-513-10-43-00	Mayor & City Admin meeting	\$17.06
3880.5	001-002-513-11-43-00	Mayor & City Admin meeting	\$17.07
4396.5	001-005-517-90-41-00	Wellness walk supplies	\$9.98
9185.5	001-005-518-10-49-00	Wa State & Federal Posters for VIC	\$48.50
568.5	001-007-558-50-31-00	Dish soap/sponge	\$6.51
568.5	001-007-558-50-31-00	Plantags & labels	\$34.45
568.5	001-007-558-50-41-03	LUA2016-0093 NOA Mailing 3	\$45.55
568.5	001-007-558-50-41-03	LUA2016-0095 NOA Mailing 1	\$98.86
568.5	001-007-558-50-41-03	LUA2016-0098 NOA Mailing 5	\$62.19
568.5	001-007-558-50-41-03	LUA2016-0097 NOA Mailing 2	\$8.87
568.5	001-007-558-50-41-03	LUA2015-0119 MI Re Noticing	\$63.51
568.5	001-007-558-50-41-03	LUA2016-0096 NOA Mailing 2	\$87.40
568.5	001-007-558-50-41-03	LUA2016-0007 08 SEPA	\$31.00
568.5	001-007-558-50-41-03	LUA2016-0094 NOA Mailing	\$74.83
568.5	001-007-558-50-41-03	LUA2015-0119 LSSD Lake Dr mailing	\$58.99
3880.5	001-007-558-50-43-00	Refreshments w/downtown subarea plan consultants	\$4.90
3880.5	001-007-558-50-43-00	Parking 7/12/16	\$3.16
3880.5	001-007-558-50-43-00	Hotel meeting - Economic Development	\$83.42
568.5	001-007-558-50-43-00	Refreshments for Kick off meeting re: subarea planning	\$65.88
568.5	001-007-558-50-43-00	Refreshments for Kick off meeting re: subarea planning	\$77.32

Invoice	AccountCode	Item Description	Amount
568.5	001-007-558-50-49-01	BITCO training - Fenrich	\$150.00
8026.5	001-007-558-70-41-00	GoDaddy domain name registration	\$170.13
568.5	001-007-558-70-43-00	Hotel Mtg - Econ Dev	\$90.33
568.5	001-007-558-70-43-00	Airfare to San Diego-Ashe-Econ Dev	\$295.20
568.5	001-007-558-70-43-00	Hotel Mtg - Econ Dev	\$10.77
568.5	001-007-559-30-31-00	Plantags & labels	\$34.45
8877.5	001-008-521-20-26-00	Uniform items - N Adams	\$141.92
7638.5	001-008-521-20-31-01	Bicycle Hoist	\$41.99
7638.5	001-008-521-20-31-01	Upside down marking paint	\$67.24
7638.5	001-008-521-20-31-01	Bottled water for rescue victim	\$12.20
8877.5	001-008-521-20-31-01	Belt kit assembly	\$410.84
7638.5	001-008-521-20-31-01	Frames for Below100 training posters	\$65.30
8877.5	001-008-521-20-31-01	Olympus Digital Voice Recorder	\$65.11
8877.5	001-008-521-20-31-01	Desk scanner	\$450.85
8877.5	001-008-521-20-31-01	Kitchen supplies at Police Dept	\$45.77
8877.5	001-008-521-20-31-01	TrippLite 12 outlet Vertical Power strip	\$50.08
8877.5	001-008-521-20-31-01	Nikon D5500 DX & SanDisk memory card	\$837.92
8877.5	001-008-521-20-31-01	Nikon Speedlight/rechargeable Li-Ion Battery	\$313.80
8877.5	001-008-521-20-31-01	Orange vehicle marking paint/chalk	\$75.65
6863.5	001-008-521-20-31-01	4 Vehicle Lock Out Sets	\$262.99
8877.5	001-008-521-20-31-01	Laptop case	\$32.77
8877.5	001-008-521-20-41-00	Database searches	\$54.45
8877.5	001-008-521-20-41-00	Database searches	\$54.45
8877.5	001-008-521-20-42-00	Postage	\$400.00

Invoice	AccountCode	Item Description	Amount
8877.5	001-008-521-20-43-00	Hotel-Buried Body training-Wachtveitl	(\$10.46)
8877.5	001-008-521-20-43-00	Hotel-Buried Body training-Wachtveitl	\$261.56
7638.5	001-008-521-20-43-00	Refreshments for community meeting	\$19.06
8877.5	001-008-521-20-49-00	Explorer membership	\$30.00
8877.5	001-008-521-30-31-00	Supplies at Aquafest Crime Prevention booth	\$48.58
8877.5	001-008-521-30-31-00	Supplies at Aquafest Crime Prevention booth	\$52.72
8877.5	001-008-521-30-31-00	Supplies at Aquafest Crime Prevention booth	\$52.27
8877.5	001-008-521-30-31-00	Supplies at Aquafest Crime Prevention booth	\$52.27
7638.5	001-008-521-40-49-01	Taser certification instructor training	\$225.00
8877.5	001-008-521-40-49-01	Hotel at 2016 NW CJIS Users Workshop-Vanderwalker	\$235.00
8877.5	001-008-521-40-49-01	2016 NW CJIS Users Workshop reg-D Smith	\$235.00
8877.5	001-008-521-41-49-01	Marine Law Enforcement conference-2 officers	\$490.00
568.5	001-012-573-90-31-00	Candy for Aquafest parade	\$13.66
568.5	001-012-573-90-31-00	Registration for Grand Parade - Aquafest	\$135.00
8060.5	001-012-575-50-31-00	Restroom signs for Community Center	\$43.00
4396.5	001-013-518-20-31-00	Aquafest booth supplies	\$19.14
4396.5	001-013-518-20-31-00	Aquafest booth supplies	\$6.27
8060.5	001-013-594-18-60-01	Return ribbon for VIC grand opening-not needed	(\$29.50)
8060.5	001-013-594-18-60-01	Plantings for VIC	\$787.35
8060.5	001-013-594-18-60-01	Plantings for VIC	\$1,630.32
8060.5	101-016-542-30-32-00	Fuel during School Districts pump closure	\$151.75
8060.5	101-016-542-30-32-00	Fuel during School Districts pump closure	\$160.00
8060.5	101-016-542-30-32-00	Fuel during School Districts pump closure	\$85.00
8060.5	101-016-542-30-49-00	Professional Engineer license-Monken	\$116.00

Invoice	AccountCode	Item Description	Amount
8060.5	101-016-543-30-43-00	Parking for SR9/SR204 Trestle mtg	\$6.00
8060.5	101-016-543-30-43-00	Parking for SR9/SR204 Trestle mtg	\$6.00
8060.5	101-016-544-90-31-02	Demo permit-Puget Sound Clean Air	\$32.50
8060.5	410-016-531-10-31-02	Demo permit-Puget Sound Clean Air	\$32.50
Canon Financial Services Inc		Check 40998	9/8/2016
			\$34.13
16403709	101-016-542-30-45-00	Copier rental - City shop	\$17.07
16403709	410-016-531-10-45-01	Copier rental - City shop	\$17.06
Carquest Auto Parts Store		Check 40999	9/8/2016
			\$227.36
2421-243872	001-013-518-20-31-00	Car detail supplies for PW41 Taurus	\$17.50
2421-244172	101-016-544-90-31-02	Towing starter kit	\$43.84
2421-243615	101-016-544-90-31-02	Rain-x treatment	\$8.42
2421-244508	101-016-544-90-31-02	Oil/Air filters/Oil	\$24.51
2421-244014	101-016-544-90-31-02	Extension cord for PW47 Ford 550	\$54.30
2421-244508	410-016-531-10-31-02	Oil/Air filters/Oil	\$24.50
2421-244014	410-016-531-10-31-02	Extension cord for PW47 Ford 550	\$54.29
Cascade Collision Center Inc		Check 40972	8/26/2016
			\$11,898.31
4020	001-008-521-20-48-00	Repair PT58 Dodge Charger	\$11,898.31
CDW Government Inc		Check 41000	9/8/2016
			\$874.67
DWJ6455	001-008-521-20-31-01	Laptop mount in patrol car	\$874.67
City of Everett		Check 41001	9/8/2016
			\$1,715.00
I16002158	001-008-554-30-51-00	Shelter services July 2016	\$1,480.00
I16002158Credit	001-008-554-30-51-00	Credit for A32140521	(\$185.00)
I16002111	410-016-531-10-41-01	Fecal Coliform testing	\$210.00
I16002000	410-016-531-10-41-01	Fecal Coliform testing	\$210.00

Invoice	AccountCode	Item Description	Amount	
City of Marysville		Check 41002	9/8/2016	\$32,655.71
POLIN11-0688	001-008-523-60-51-00	Prisoner Transport to SCORE June 2016	\$255.00	
POLIN11-0675	001-008-523-60-51-00	Prisoner Housing May 2016	\$14,045.25	
POLIN11-0681	001-008-523-60-51-00	Prisoner Housing SCORE April 2016	\$85.00	
POLIN11-0691	001-008-523-60-51-00	Prisoner Medical SCORE June 2016	\$23.50	
POLIN11-0683	001-008-523-60-51-00	Prisoner Housing SCORE May 2016	\$85.00	
POLIN11-0672	001-008-523-60-51-00	Prisoner Housing Yakima June 2016	\$273.75	
POLIN11-0693	001-008-523-60-51-00	Prisoner Housing SCORE June 2016	\$1,260.00	
POLIN11-0685	001-008-523-60-51-00	Prisoner Housing SCORE June 2016	\$5,880.00	
16-013	001-013-512-50-41-00	Court Citations July 2016	\$10,748.21	
Columbia Ford Lincoln Mercury		Check 40973	8/26/2016	\$25,271.08
3-H377	001-007-594-59-63-00	Ford Escape 2017 PW51	\$25,271.08	
Comcast		Check 40974	8/26/2016	\$136.18
7/16 0991976	001-013-518-20-42-00	Internet services at VIC	\$136.18	
Comcast		Check 41003	9/8/2016	\$86.18
8/16 0810218	001-008-521-20-42-00	Internet services - N Lakeshore Drive	\$86.18	
Comdata Corporation		Check 41004	9/8/2016	\$182.22
20254481	001-008-521-20-32-00	Fuel	\$182.22	
Cory De Jong and Sons Inc		Check 41005	9/8/2016	\$110.26
K256460	001-013-594-18-60-01	Bark for VIC	\$110.26	
Crandall Arambula PC		Check 41006	9/8/2016	\$18,350.85
1	001-007-558-70-41-00	Subarea Plan & EIS/Planned Action Ordinance	\$5,935.00	
2	001-007-558-70-41-00	Subarea Plan & EIS/Planned Action Ordinance	\$12,415.85	

Invoice	AccountCode	Item Description	Amount	
Crystal and Sierra Springs		Check 41007	9/8/2016	\$362.41
5249844080116	001-007-558-50-31-01	Bottled Water	\$18.30	
5249844080116	001-007-559-30-31-01	Bottled Water	\$18.30	
5249844080116	001-013-518-20-31-00	Bottled Water	\$61.79	
5249844080116	101-016-544-90-31-02	Bottled Water	\$132.01	
5249844080116	410-016-531-10-31-02	Bottled Water	\$132.01	
Day Wireless Systems		Check 41008	9/8/2016	\$735.43
415911	001-008-521-20-26-00	Earphone - Bassett	\$57.69	
408914	001-008-521-20-26-00	Credit for overpayment	(\$77.24)	
417593	001-008-521-20-31-01	Earphone/remote speaker mic-Kilroy	\$208.20	
418380	001-008-521-20-31-01	Flexible Ear insert - Heinemann	\$62.04	
417533	001-008-521-20-31-01	Remote speaker mic - Bernhard	\$107.02	
415827	001-008-521-20-48-00	Radar repair	\$188.86	
415827	001-008-521-20-48-00	Repair of 2 Radar speed guns	\$188.86	
Dell Marketing LP		Check 41009	9/8/2016	\$1,163.27
XK17FX547	001-004-514-23-31-00	OptiPlex desktop computer - Senior Accountant	\$1,141.61	
XK16N76T9	001-006-518-80-31-00	Dell Adapter	\$21.66	
Dept of Labor and Industries		Check 40989	9/2/2016	\$963.00
8/12 letter	621-016-586-00-00-03	Sam's Tree Care-unpaid workers comp insurance	\$963.00	
Dept of Retirement (Deferred Comp)		Check 0	9/1/2016	\$2,425.00
42614	001-000-282-00-00-00	Employee Portion-State Deferre	\$2,425.00	
Dept of Retirement PERS LEOFF		Check 0	9/8/2016	\$74,334.39
42614	001-000-282-00-00-00	PERS LEOFF Contributions	\$74,334.39	

Invoice	AccountCode	Item Description	Amount	
Dept of Revenue		Check 0	9/8/2016	\$32.57
July 2016 addl	001-013-518-90-49-06	Excise tax July 2016		\$32.57
Dicks Towing Inc		Check 41010	9/8/2016	\$491.40
161842	001-007-559-30-31-01	Towing PW22 2006 Ford Ranger		\$114.66
160907	001-008-521-80-40-01	Evidence towing case 2016-00015123		\$125.58
160906	001-008-521-80-40-01	Evidence towing case 2016-00015123		\$125.58
151476	001-008-521-80-40-01	Evidence towing case 2016-15514		\$125.58
Dunlap Industrial Hardware		Check 41011	9/8/2016	\$230.85
1369837-01	410-016-531-10-31-02	Blower kit/Vacuum Cord		\$230.85
Dyer John		Check 41012	9/8/2016	\$1,238.69
8/10-15 travel	001-008-521-20-43-00	Reimbursement for travel expenses related to new hire process		\$1,238.69
EFTPS Electronic Federal Tax Pmt System		Check 0	9/1/2016	\$62,594.95
42614	001-000-281-00-00-00	Federal Payroll Taxes		\$62,054.95
42615	001-000-281-00-00-00	Federal Payroll Taxes		\$540.00
Electronic Business Machines		Check 41013	9/8/2016	\$2,054.17
AR46684	001-007-558-50-31-01	Fax board for copier @ Permit Center		\$147.02
AR47821	001-007-558-50-48-00	Copier Repair & Maint		\$38.05
AR46869	001-007-558-50-48-00	Copier Repair & Maint		\$2.02
AR45506	001-007-558-50-48-00	Copier repair - Permit Center		\$2.53
AR45687	001-007-558-50-48-00	Copier repair - Permit Center		\$80.78
AR45685	001-007-558-50-48-00	Copier repair - Permit Center		\$1.70
AR46684	001-007-559-30-31-01	Fax board for copier @ Permit Center		\$147.02
AR46869	001-007-559-30-48-00	Copier Repair & Maint		\$2.02
AR45685	001-007-559-30-48-00	Copier repair - Permit Center		\$1.71

Invoice	AccountCode	Item Description	Amount
AR45506	001-007-559-30-48-00	Copier repair - Permit Center	\$2.53
AR45687	001-007-559-30-48-00	Copier repair - Permit Center	\$80.78
AR47821	001-007-559-30-48-00	Copier Repair & Maint	\$38.07
AR46683	001-013-518-20-31-00	Fax board for copier @ City hall	\$588.06
AR47313	001-013-518-20-48-00	Copier repair & Maint - City Hall	\$377.67
AR47821	101-016-542-30-48-00	Copier Repair & Maint	\$38.07
AR45506	101-016-542-30-48-00	Copier repair - Permit Center	\$2.52
AR46869	101-016-542-30-48-00	Copier Repair & Maint	\$2.02
AR45687	101-016-542-30-48-00	Copier repair - Permit Center	\$80.78
AR45685	101-016-542-30-48-00	Copier repair - Permit Center	\$1.71
AR46684	101-016-544-90-31-02	Fax board for copier @ Permit Center	\$147.02
AR46684	410-016-531-10-31-02	Fax board for copier @ Permit Center	\$147.00
AR45687	410-016-531-10-48-00	Copier repair - Permit Center	\$80.79
AR45685	410-016-531-10-48-00	Copier repair - Permit Center	\$1.71
AR45506	410-016-531-10-48-00	Copier repair - Permit Center	\$2.52
AR46869	410-016-531-10-48-00	Copier Repair & Maint	\$2.00
AR47821	410-016-531-10-48-00	Copier Repair & Maint	\$38.07
Everett Community College		Check 41014	9/8/2016
			\$450.00
16170007	001-008-521-40-49-01	Crime Scene Evidence Texhnician Course-Barnes	\$450.00
Everett Office Furniture		Check 41015	9/8/2016
			\$436.80
15260N	001-008-521-20-31-01	Desk for Investigations	\$436.80
Everett Steel		Check 41016	9/8/2016
			\$60.06
145387	101-016-544-90-31-02	Iron pipe and angle iron	\$60.06
Evergreen Security Systems		Check 41017	9/8/2016
			\$468.00

Invoice	AccountCode	Item Description	Amount
70858	001-008-521-80-47-00	Monthly Monitoring - N Lakeshore	\$468.00
Feldman and Lee		Check 41018	9/8/2016
			\$9,000.00
42583	001-011-515-91-41-00	Public defender services August 2016	\$9,000.00
Financial Consulting Solutions Group		Check 41019	9/8/2016
			\$4,475.00
2563-21608063	001-004-514-23-41-00	Strategic Financial Plan	\$4,475.00
Firstline Communications		Check 41020	9/8/2016
			\$335.57
139487	510-006-518-80-49-00	Additional Mitel Phone System support	\$335.57
Frontier		Check 41021	9/8/2016
			\$143.33
8/16 4253340835	001-013-518-20-42-00	Fax Line	\$28.32
8/16 4253979674	101-016-542-64-47-00	Traffic Control modem	\$58.37
8/16 4253340835	101-016-543-30-42-00	Fax Line	\$28.32
8/16 4253340835	410-016-531-10-42-00	Fax Line	\$28.32
Gall LLC		Check 41022	9/8/2016
			\$262.24
5744738	001-008-521-20-26-00	Holster-Alexander Michael	\$153.39
5752850	001-008-521-20-26-00	Collar Brass-Summers	\$108.85
Glens Welding and Machine Inc		Check 41023	9/8/2016
			\$54.45
S9015	001-010-576-80-31-00	Post Hole digger	\$54.45
Grainger		Check 41024	9/8/2016
			\$2,072.33
9189349385	001-007-558-50-31-01	Janitorial Supplies	\$82.08
9189349385	001-008-521-20-31-01	Janitorial Supplies	\$359.10
9203588943	001-010-576-80-31-00	LED lights and stands	\$144.25

Invoice	AccountCode	Item Description	Amount
9206485410	001-010-576-80-31-00	Chair Mat	\$19.60
9189349393	001-010-576-80-31-00	Red Grease Cartridge	\$43.22
9189349385	001-010-576-80-31-00	Janitorial Supplies	\$184.68
9190467770	001-010-576-80-31-00	Car Seat organizer/Duct Tape	\$43.30
9185693133	001-010-576-80-31-00	Tree Watering Bag	\$47.53
9184173657	001-010-576-80-31-00	All Purpose cleaner for Shop	\$14.06
9185693141	001-010-576-80-31-00	Leather gloves	\$36.81
9189349385	001-012-575-50-41-00	Janitorial Supplies	\$112.86
9189349385	001-013-518-20-31-00	Janitorial Supplies	\$102.60
9189349393	101-016-544-90-31-02	Red Grease Cartridge	\$43.21
9206485410	101-016-544-90-31-02	Chair Mat	\$19.60
9203588943	101-016-544-90-31-02	LED lights and stands	\$144.25
9190467770	101-016-544-90-31-02	Car Seat organizer/Duct Tape	\$43.30
9185693141	101-016-544-90-31-02	Leather gloves	\$36.81
9185693133	101-016-544-90-31-02	Tree Watering Bag	\$47.54
9184173657	101-016-544-90-31-02	All Purpose cleaner for Shop	\$14.07
9189349385	101-016-544-90-31-02	Janitorial Supplies	\$92.34
9190467770	410-016-531-10-31-02	Car Seat organizer/Duct Tape	\$43.30
9206485410	410-016-531-10-31-02	Chair Mat	\$19.61
9185693133	410-016-531-10-31-02	Tree Watering Bag	\$47.54
9189349393	410-016-531-10-31-02	Red Grease Cartridge	\$43.21
9184173657	410-016-531-10-31-02	All Purpose cleaner for Shop	\$14.07
9185693141	410-016-531-10-31-02	Leather gloves	\$36.80
9189349385	410-016-531-10-31-02	Janitorial Supplies	\$92.34

Invoice	AccountCode	Item Description	Amount
9203588943	410-016-531-10-31-02	LED lights and stands	\$144.25
Granite Construction Supply		Check 41025	9/8/2016
			\$247.75
262_00064711	001-010-576-80-31-00	Welcome to the LS Boat Launch sign	\$141.57
262_00064696	001-010-576-80-31-00	Watercraft Noise signs	\$106.18
Griffen Chris L		Check 41026	9/8/2016
			\$937.50
6Z0624323	001-011-515-91-41-00	Public Defender services 6/29/16	\$112.50
6Z0434713	001-011-515-91-41-00	Public Defender services 6/29/16	\$300.00
6Z0582426	001-011-515-91-41-00	Public Defender services 6/29/16	\$300.00
6Z0548282	001-011-515-91-41-00	Public Defender Services	\$225.00
Grow Washington		Check 41027	9/8/2016
			\$2,000.00
1	001-013-518-90-49-08	Contribution to WSU Small Business Dev Center	\$2,000.00
Harbor Freight Tools		Check 41028	9/8/2016
			\$81.27
768315	001-008-521-20-31-01	Wheels for Boat stairs	\$81.27
HB Jaeger Co LLC		Check 41029	9/8/2016
			\$1,159.58
125404/1	410-016-531-10-31-02	PVC Sewer Pipe	\$668.54
176261/1	410-016-531-10-31-02	Bee hive frame & Trash Grate for Storm Pond	\$491.04
HERC Rentals Inc		Check 41030	9/8/2016
			\$690.14
28762821-001	101-016-544-90-31-02	Asphalt cutter rental	\$690.14
Honey Bucket		Check 40975	8/26/2016
			\$117.50
550037462	001-010-576-80-45-00	Honey Bucket Rental - Swim Beach	\$117.50
Honey Bucket		Check 41031	9/8/2016
			\$331.50
550104735	001-010-576-80-45-00	Honey Bucket rental - Boat Launch	\$214.00
550104734	001-010-576-80-45-00	Honey Bucket rental - Swim Beach	\$117.50

Invoice	AccountCode	Item Description	Amount	
Husky Door Corporation		Check 40976	8/26/2016	\$167.40
30088-95778	001-008-521-20-31-01	Door with doorjamb		\$167.40
Industrial Supply Inc		Check 41032	9/8/2016	\$322.54
584205	410-016-531-10-31-02	Road.Stone Razorback Rake		\$322.54
ISOOutsource		Check 41033	9/8/2016	\$6,860.54
CW193969	001-006-518-80-41-00	IT Consulting		\$2,867.00
CW193237	001-006-518-80-41-00	IT Consulting		\$1,622.79
CW194032	001-006-518-80-41-00	IT Consulting		\$2,370.75
J Thayer Company Inc		Check 41034	9/8/2016	\$3,203.35
1074387-0	001-003-514-20-31-00	Mechanical pencil		\$0.69
1067318-0	001-003-514-20-31-00	Certificates		\$29.37
1067318-0	001-003-514-20-31-00	Headset earpiece		\$2.71
1070265-0	001-004-514-23-31-00	Desk/office supplies new employee		\$406.68
1074387-0	001-004-514-23-31-00	Toner/Staples/business card holder		\$74.68
1067318-0	001-005-518-10-31-00	Certificates		\$29.37
1067318-0	001-006-518-80-31-00	HP 80X Laserjet Pro 400		\$164.44
1070791-0	001-007-558-50-31-00	Paper/Folders/wastebasket/toner		\$167.41
1065658-0	001-007-558-50-31-00	Scale/pens/power strip/calendar/surge protector		\$151.28
1071575-0	001-007-558-50-31-00	Tape/staples/scales		\$14.24
1072764-0	001-007-558-50-31-00	Staplers/Recycle container/Plate		\$42.17
1067318-0	001-007-558-50-31-00	Cork board/Staples/binder clips/paper clips/eraser		\$28.00
1069424-0	001-007-558-50-31-00	Legal size file folders		\$40.24
1072764-0	001-007-559-30-31-00	Staplers/Recycle container/Plate		\$42.16
1070791-0	001-007-559-30-31-00	Paper/Folders/wastebasket/toner		\$167.42

Invoice	AccountCode	Item Description	Amount	
1071575-0	001-007-559-30-31-00	Tape/staples/scales	\$14.24	
1069424-0	001-007-559-30-31-00	Marking tags	\$32.55	
1065687-0	001-007-559-30-31-00	Clipboard/highlighters/tape measure/safety glasses/earplugs	\$84.54	
1072513-0	001-008-521-20-31-00	Paper/file cards/envelopes	\$344.40	
C1049334-0	001-008-521-20-31-00	Return of Wall Panel Sign	(\$62.27)	
1067829-0	001-008-521-20-31-00	Toner/Chair	\$511.68	
1072346-0	001-008-521-20-31-00	Preinked stamp/Clipboard/Monitor platform	\$62.45	
1065127-0	001-008-521-20-31-00	Binders/folders/mousepad/paper/Post-its/desk organizer	\$278.36	
1069896-0	001-008-521-20-31-00	Toner	\$119.74	
1072508-0	001-008-521-20-31-00	Toner	\$239.47	
1073326-0	001-012-575-50-31-00	Document frame	\$75.63	
1067318-0	001-013-518-20-31-00	File boxes/Photo holder/paper clips/staples	\$69.97	
1067318-0	001-013-518-20-31-00	Appointment book	\$12.84	
1074387-0	001-013-518-20-31-00	Tissue/CDs/light bulbs	\$58.89	
Johns Cleaning Service		Check 41035	9/8/2016	\$204.88
1827	001-008-521-20-26-00	Uniform cleaning August 2016	\$60.50	
1811	001-008-521-20-26-00	Uniform cleaning July 2016	\$144.38	
King Ronald J		Check 41036	9/8/2016	\$165.00
20373	001-010-576-80-41-00	3 Annual Backflow Assembly Certifications	\$165.00	
Kroesens Uniforms		Check 41037	9/8/2016	\$1,491.57
35657	001-008-521-20-26-00	Uniform items - Vanderwalker	\$109.44	
34902-1	001-008-521-20-26-00	Uniform items - Starkenburg	\$283.14	
34342-2	001-008-521-20-26-00	Uniform items - Michael	\$157.23	
34352-2	001-008-521-20-26-00	Uniform items - LeBlanc	\$323.16	

Invoice	AccountCode	Item Description	Amount
34342-1	001-008-521-20-26-00	Uniform items - Alex Michael	\$567.42
35329	001-008-521-20-31-04	Pants - Explorer	\$51.18
Lake Industries LLC		Check 41038	9/8/2016
			\$1,720.68
31583	101-016-544-90-31-02	Fill Hauled by the yard	\$60.00
31452	101-016-544-90-31-02	Fill hauled by the yard	\$60.00
31400	101-016-544-90-31-02	Fill hauled by the yard	\$100.00
31552	101-016-544-90-31-02	Fill hauled by the yard	\$60.00
31578	101-016-544-90-31-02	Fill hauled by the yard	\$60.00
31581	101-016-544-90-31-02	Fill Hauled by the yard	\$20.00
269965	101-016-544-90-31-02	1 1/4 Minus Crushed Rock	\$50.92
269966	101-016-544-90-31-02	1 1/4 Minus Crushed Rock	\$49.42
31473	101-016-544-90-31-02	Fill hauled by the yard	\$40.00
31576	101-016-544-90-31-02	Fill hauled by the yard	\$20.00
31412	101-016-544-90-31-02	Fill hauled by the yard	\$40.00
31586	101-016-544-90-31-02	Fill Hauled by the yard	\$60.00
31490	101-016-544-90-31-02	Fill hauled by the yard	\$60.00
31493	101-016-544-90-31-02	Fill hauled by the yard	\$60.00
31565	101-016-544-90-31-02	Fill hauled by the yard	\$60.00
31590	101-016-544-90-31-02	Fill Hauled by the yard	\$60.00
31400	410-016-531-10-31-02	Fill hauled by the yard	\$100.00
31576	410-016-531-10-31-02	Fill hauled by the yard	\$20.00
31581	410-016-531-10-31-02	Fill Hauled by the yard	\$20.00
31590	410-016-531-10-31-02	Fill Hauled by the yard	\$60.00
31583	410-016-531-10-31-02	Fill Hauled by the yard	\$60.00

Invoice	AccountCode	Item Description	Amount	
269966	410-016-531-10-31-02	1 1/4 Minus Crushed Rock	\$49.41	
31586	410-016-531-10-31-02	Fill Hauled by the yard	\$60.00	
31578	410-016-531-10-31-02	Fill hauled by the yard	\$60.00	
31552	410-016-531-10-31-02	Fill hauled by the yard	\$60.00	
31412	410-016-531-10-31-02	Fill hauled by the yard	\$40.00	
269965	410-016-531-10-31-02	1 1/4 Minus Crushed Rock	\$50.93	
31565	410-016-531-10-31-02	Fill hauled by the yard	\$60.00	
31493	410-016-531-10-31-02	Fill hauled by the yard	\$60.00	
31452	410-016-531-10-31-02	Fill hauled by the yard	\$60.00	
31490	410-016-531-10-31-02	Fill hauled by the yard	\$60.00	
31473	410-016-531-10-31-02	Fill hauled by the yard	\$40.00	
Lake Stevens Chamber of Commerce		Check 40977	8/26/2016	\$1,500.00
42614	001-013-518-90-49-01	Sept 2016 Contribution for VIC operatons	\$1,500.00	
Lake Stevens Explorers		Check 41039	9/8/2016	\$225.29
42606	001-008-521-20-31-04	Summer Explorer Academy	\$225.29	
Lake Stevens Fire		Check 41040	9/8/2016	\$165.00
9550	001-008-521-20-31-01	2016 Annual Fire Inspection - N Lakeshore Dr	\$165.00	
Lake Stevens Police Guild		Check 40986	9/1/2016	\$1,128.00
42614	001-000-284-00-00-00	Employee Paid Union Dues	\$1,128.00	
Lake Stevens School District		Check 41041	9/8/2016	\$4,671.99
1299	001-008-521-20-32-00	Fuel	\$4,671.99	
Lemay Mobile Shredding		Check 41042	9/8/2016	\$13.68
4487656	001-008-521-20-31-01	Mobile shredding services	\$9.12	

Invoice	AccountCode	Item Description	Amount
4487657	001-013-518-20-31-00	Mobile shredding services	\$4.56
Login IACP Net		Check 41043	9/8/2016
			\$525.00
28322	001-008-521-20-49-00	IACP membership 10/29/16-10/28/2017	\$525.00
Lowes Companies		Check 41044	9/8/2016
			\$1,774.42
951216	001-010-576-80-31-00	Pressure washing hose	\$61.55
966291	001-012-572-20-31-00	Hosebib and bushing Southside of Library	\$35.33
951216	101-016-544-90-31-02	Pressure washing hose	\$61.55
928282	101-016-544-90-31-02	Fence In Loop Cap	\$6.51
979679	301-010-576-80-61-00	Fence sections along Centennial Trail at Hartford	\$1,547.92
951216	410-016-531-10-31-02	Pressure washing hose	\$61.56
Marshbank Construction Inc		Check 41045	9/8/2016
			\$103,721.90
July/Aug 2016	101-016-595-61-64-41	Emergency Grade Rd Stabilization	\$103,721.90
Marshbank Construction Acct 17620012767		Check 41046	9/8/2016
			\$5,459.05
Grade Rd 2	621-000-386-00-00-01	Retainage - Marshbank Construction	\$5,459.05
Martinez Abraham		Check 41047	9/8/2016
			\$2,940.30
42613	001-008-521-20-31-01	LSPD Bike patrol video	\$1,306.80
42606	001-010-576-80-31-00	Park Concessions video	\$1,633.50
Monroe Correctional Complex		Check 41048	9/8/2016
			\$310.90
MCC1607.450	101-016-542-30-48-00	DOC Work Crew - July 2016	\$275.65
MCC1607.450	410-016-531-10-48-00	DOC Work Crew - July 2016	\$35.25
Nationwide Retirement Solution		Check 0	9/1/2016
			\$1,325.00
42614	001-000-282-00-00-00	Employee Portion-Nationwide	\$1,325.00
Otak Inc		Check 41049	9/8/2016
			\$276.00

Invoice	AccountCode	Item Description	Amount
71600407	301-010-576-80-61-00	Engineering svcs-Hartford Trail Head-Centennial trail	\$276.00
Outcomes by Levy LLC		Check 40978	8/26/2016
			\$5,292.88
2016-07-LS	001-013-511-20-41-02	Legislative/Regulatory Consulting for July 2016	\$5,292.88
Perteet Engineering Inc		Check 41050	9/8/2016
			\$30,441.37
20160093.000-4	101-016-542-30-41-02	2016 Grant Writing Assistance	\$17,765.00
20120176.001-15	301-016-544-40-41-00	20th St SE Phase II-Segment 1 Design	\$12,676.37
Pitney Bowes		Check 41051	9/8/2016
			\$112.48
3301223662	001-013-518-20-45-00	Postage machine rental	\$112.48
Port Supply		Check 41052	9/8/2016
			\$772.03
7741	001-008-521-21-31-00	Battery for Boat-Core charge credit	(\$12.00)
8904	001-008-521-21-31-00	Re-arm kit for boat	\$76.42
8905	001-008-521-21-31-00	Flag for North River Boat	\$24.00
7740	001-008-521-21-31-00	Battery for Boat	\$257.68
7811	001-008-521-21-31-00	Battery for Boat-	\$245.68
8706	001-008-521-21-31-00	Re-arm kit for PT65/Roller for PT59 trailer	\$104.79
7666	001-010-576-80-31-00	Anchor chain/pins for bouy installation	\$75.46
PowerDMS Inc		Check 40979	8/26/2016
			\$2,123.55
INV00005831	001-008-521-20-41-00	Professional Services - Certification process	\$2,123.55
Prothman Company		Check 41053	9/8/2016
			\$29,634.34
2016-5589	001-002-513-11-41-00	City Administrator search	\$3,770.42
2016-5555	001-002-513-11-41-00	Consulting services - Swensen	\$3,384.64
2016-5579	001-002-513-11-41-00	Consulting services - Swensen	\$2,759.25
2016-5583	001-008-521-20-41-00	Consulting services - Krusey	\$8,652.00

Invoice	AccountCode	Item Description	Amount
2016-5559	001-008-521-20-41-00	Consulting services - Krusey	\$9,127.86
2016-5555	101-016-542-30-41-02	Consulting services - Swensen	\$623.49
2016-5579	101-016-542-30-41-02	Consulting services - Swensen	\$508.28
2016-5555	410-016-531-10-41-01	Consulting services - Swensen	\$445.34
2016-5579	410-016-531-10-41-01	Consulting services - Swensen	\$363.06
Public Safety Testing Inc		Check 41054	9/8/2016
			\$1,430.25
PSTI16-543	001-008-521-20-41-00	New Hire Background check	\$1,430.25
Puget Sound Regional Council		Check 41055	9/8/2016
			\$9,157.00
2017041	001-013-518-90-49-00	2017 Dues	\$9,157.00
Purchase Power		Check 41056	9/8/2016
			\$350.00
3179587.5	001-007-558-50-42-00	Postage	\$93.23
3179587.5	001-008-521-20-42-00	Postage	\$88.93
3179587.5	001-013-518-20-42-00	Postage	\$149.12
3179587.5	101-016-543-30-42-00	Postage	\$9.36
3179587.5	410-016-531-10-42-00	Postage	\$9.36
Radarsign LLC		Check 41057	9/8/2016
			\$6,630.00
4766	101-016-595-64-63-00	Titan battery powered Radar signs	\$6,630.00
Red Propeller		Check 41058	9/8/2016
			\$4,865.00
2465	001-007-558-70-41-00	Professional services-July progress billing	\$4,865.00
Right On Heating & Sheet Metal Inc		Check 41059	9/8/2016
			\$258.09
21480	001-012-569-00-48-00	Replace thermostat - Senior center	\$258.09
Robinson Noble		Check 41060	9/8/2016
			\$3,217.28
16-625	101-016-544-20-41-00	Geotechnical engineering-36th St Bridge Repair	\$1,724.53

Invoice	AccountCode	Item Description	Amount
16-627	101-016-594-42-64-00	Geotechnical engineering-Callow Road	\$833.50
16-626	101-016-595-61-64-41	Geotechnical engineering-Grade Road Embankment Repair	\$659.25
Roundy Joshua		Check 41061	9/8/2016
8/19/16 req	001-004-514-23-49-01	WFOA Conference Registration	\$325.00
Safeguard Pest Control Inc		Check 40980	8/26/2016
52725	001-008-521-20-41-00	Pest Control - Police Station	\$49.14
52697	001-013-518-20-41-00	Pest Control - Family Center	\$105.25
Sherwin-Williams Co		Check 41062	9/8/2016
8259-9	001-010-576-80-31-00	Paint for City sign at North Cover park	\$119.63
9060-0	101-016-544-90-31-02	White paint	\$352.02
Siskun Power Equipment		Check 41063	9/8/2016
382224	001-010-576-80-31-00	New blades for Honda mowers	\$130.77
Snohomish County Human Service		Check 41064	9/8/2016
1000416707	001-013-566-00-51-00	Q2 2016 Liquor Excise Taxes	\$1,917.58
Snohomish County PUD		Check 41065	9/8/2016
114490254	001-008-521-50-47-00	200558690 Police N Lakeshore Drive	\$47.49
144183716	001-010-576-80-47-00	202340527 Yard	\$6.53
104516114	001-010-576-80-47-00	200493443 Cath Creek Park meter 73867	\$32.84
111167453	001-010-576-80-47-00	205395999 Visitor Center	\$19.07
163625633	001-010-576-80-47-00	203203245 Lundeen Restrooms	\$209.83
104517616	001-010-576-80-47-00	203599006 City Shop	\$139.55
100250638	001-013-518-20-47-00	200245215 Family Center	\$150.83
166891254	101-016-542-63-47-00	203582010 Street Lights	\$66.99

Invoice	AccountCode	Item Description	Amount	
117796432	101-016-542-63-47-00	202342622 Street Lights	\$61.04	
144183716	101-016-542-63-47-00	202340527 Yard	\$6.53	
154016410	101-016-542-63-47-00	203730189 Traffic Signal	\$57.49	
124434289	101-016-542-63-47-00	202013249 Traffic Signal	\$72.06	
137549039	101-016-542-63-47-00	200178218 Traffic Signal	\$143.72	
154016416	101-016-542-63-47-00	203731153 Traffic Signal	\$36.66	
140858574	101-016-542-63-47-00	203728159 Traffic Signal	\$42.09	
104517616	101-016-543-50-47-00	203599006 City Shop	\$139.56	
144183716	410-016-531-10-47-00	202340527 Yard	\$6.52	
104517616	410-016-531-10-47-00	203599006 City Shop	\$139.60	
Snohomish County PW S		Check 41066	9/8/2016	\$14,557.98
1000417239	101-016-542-64-48-00	Traffic signal and sign repair & maint	\$2,268.84	
1000416152	101-016-542-64-48-00	Signal & Sign Repair & Maint	\$1,589.14	
1000417419	410-016-591-31-78-01	ILA Surface Water mgmt svcs-Parkway Crossing	\$10,700.00	
Snohomish County PW V		Check 41067	9/8/2016	\$10,393.62
1000416005	001-008-521-20-48-00	Vehicle repair & maintenance	\$4,178.59	
1000416005	101-016-542-30-48-00	Vehicle repair & maintenance	\$106.47	
1000416005	410-016-531-10-48-00	Vehicle repair & maintenance	\$106.47	
1000416005	520-008-594-21-63-00	New car setup - PT65	\$6,002.09	
Snohomish County Sherrifs Office		Check 41068	9/8/2016	\$4,087.22
2016-3289	001-008-523-60-51-00	Prisoner Housing - June 2016	\$4,087.22	
Snopac		Check 41069	9/8/2016	\$26,017.48
8426	001-008-528-00-51-00	Dispatch services	\$26,017.48	
Sound Publishing Inc		Check 41070	9/8/2016	\$1,065.36

Invoice	AccountCode	Item Description	Amount	
EDH709369	001-007-558-50-41-03	Public Hearing Impact Fee Deferral	\$89.68	
EDH709368	001-007-558-50-41-03	Public Hearing Code amendment	\$72.48	
EDH712580	001-007-558-50-41-03	Road Closure-Natl Night Out	\$22.48	
EDH717277	001-007-558-50-41-03	LUA2016-0113 Corniche LLC Variance	\$77.52	
EDH714687	001-007-558-50-41-03	Park Board Mtg-Cavelero Park Master Plan	\$37.96	
EDH716548	001-007-558-50-41-03	Public Hearing-Impact Fee Deferral LSCC	\$89.68	
EDH713024	001-007-558-50-41-03	LUA2015-0119 LSSD Comp Plan Amend & Rezone	\$87.84	
EDH711740	001-007-558-50-41-03	Public Hearing-2015 Bldg Const & Fire Code Amendments	\$75.92	
EDH711924	001-007-558-50-41-03	LUA2016-0007 & 0008 The Refuge	\$84.40	
EDH711697	001-007-558-50-41-03	Road & Boat Launch closures for Aquafest	\$43.12	
EDH709914	001-007-558-50-41-03	Road & Boat Launch Closures for Aquafest	\$43.12	
EDH717204	001-007-558-50-41-03	LUA2016-0034/0102 LSSD school & Learning Center	\$101.60	
EDH716573	001-007-558-50-41-03	LUA2016-0110 - Libengood Rezone	\$111.92	
EDH718681	001-013-518-30-41-01	Request for bids-Community Center Painting	\$22.48	
EDH718552	001-013-518-30-41-01	Ordinances 955/967/968/969/970	\$75.80	
EDH712799	001-013-518-30-41-01	Request for Bids-Asbestos & Lead testing	\$29.36	
Southwest Washington Chapter ICC		Check 41071	9/8/2016	\$195.00
Fall 2016	001-007-559-30-49-01	Training IRC Inspection - Farmer		\$195.00
Spencer John		Check 41072	9/8/2016	\$45.80
8/26/16 req	001-001-513-10-43-00	Travel expense reimb June - Aug 2016		\$45.80
Standard Insurance Company		Check 0	9/1/2016	\$5,546.58
42614	001-000-284-00-00-00	Life/Disability Ins Premiums		\$148.00
42614	001-002-513-11-20-00	Life/Disability Ins Premiums		\$0.00
42614	001-003-514-20-20-00	Life/Disability Ins Premiums		\$145.31

Invoice	AccountCode	Item Description	Amount	
42614	001-004-514-23-20-00	Life/Disability Ins Premiums	\$146.13	
42614	001-005-518-10-20-00	Life/Disability Ins Premiums	\$70.67	
42614	001-006-518-80-20-00	Life/Disability Ins Premiums	\$139.15	
42614	001-007-558-50-20-00	Life/Disability Ins Premiums	\$380.40	
42614	001-007-559-30-20-00	Life/Disability Ins Premiums	\$375.31	
42614	001-008-521-20-20-00	Life/Disability Ins Premiums	\$2,681.58	
42614	001-010-576-80-20-00	Life/Disability Ins Premiums	\$99.68	
42614	001-013-518-30-20-00	Life/Disability Ins Premiums	\$28.28	
42614	101-016-542-30-20-00	Life/Disability Ins Premiums	\$672.67	
42614	401-070-535-10-20-00	Life/Disability Ins Premiums	\$40.21	
42614	410-016-531-10-20-00	Life/Disability Ins Premiums	\$619.19	
Staples		Check 41073	9/8/2016	\$2,037.41
3311203893	001-012-575-50-31-00	Chairs for Community Center	\$2,037.41	
Stericycle Inc		Check 41074	9/8/2016	\$10.36
3003520411	001-008-521-20-41-00	Hazardous waste disposal services	\$10.36	
Steuber Distributing Co		Check 41075	9/8/2016	\$414.47
2826872	001-010-576-80-31-00	Extended Pruners	\$120.01	
2825992	101-016-544-90-31-02	Herbicides	\$294.46	
Stowe Robert		Check 41076	9/8/2016	\$2,665.00
2	001-007-558-70-41-00	Downtown Planning July 2016	\$2,665.00	
Symbol Arts		Check 41077	9/8/2016	\$1,095.00
0263209-IN	001-008-521-20-31-01	Badges	\$975.00	
0264144-IN	001-008-521-20-31-01	Badges	\$120.00	

Invoice	AccountCode	Item Description	Amount
Tab Products Co LLC		Check 41078	9/8/2016
			\$472.59
2338610	001-008-521-20-31-00	Inkjet	\$472.59
Tacoma Screw Products Inc		Check 41079	9/8/2016
			\$859.44
18129543	001-010-576-80-31-00	Impact hex bit	\$21.59
18126873	001-010-576-80-31-00	Nitrile gloves	\$147.55
18127780	001-010-576-80-31-00	nut driver/snap link/deck screws	\$19.59
18126873	101-016-544-90-31-02	Nitrile gloves	\$147.55
18127780	101-016-544-90-31-02	nut driver/snap link/deck screws	\$19.59
18128657	101-016-544-90-31-02	Shrink tube/driver bit	\$71.60
18129543	101-016-544-90-31-02	Impact hex bit	\$21.59
18126011	101-016-544-90-31-02	Nuts/bits/hooks/bolts	\$75.01
18129543	410-016-531-10-31-02	Impact hex bit	\$21.59
18128657	410-016-531-10-31-02	Shrink tube/driver bit	\$71.61
18126011	410-016-531-10-31-02	Nuts/bits/hooks/bolts	\$75.02
18127780	410-016-531-10-31-02	nut driver/snap link/deck screws	\$19.60
18126873	410-016-531-10-31-02	Nitrile gloves	\$147.55
Taser International		Check 41080	9/8/2016
			\$4,767.53
SI1446844	001-008-521-20-31-01	Tasers	\$4,767.53
Teamsters Local No 763		Check 40987	9/1/2016
			\$887.00
42614	001-000-284-00-00-00	Union Dues	\$887.00
Terra Services Inc		Check 41081	9/8/2016
			\$5,787.54
16-11942	001-007-558-50-41-00	Professional services - Receptionist	\$1,465.20
16-11515	001-007-558-50-41-00	Professional services - Receptionist	\$1,465.20
16-11097	001-007-558-50-41-00	Professional services - Receptionist	\$1,391.94

Invoice	AccountCode	Item Description	Amount
16-10693	001-007-558-50-41-00	Professional services - Receptionist	\$1,465.20
Tetra Tech Inc		Check 41082	9/8/2016
\$16,407.65			
51081194	101-016-542-30-41-02	2016 Pavement Condition Rating Survey	\$9,600.50
51076129	304-016-594-31-63-00	SW Quadrant Regional Stormwater pond Analysis	\$6,807.15
Thomas Dean		Check 41083	9/8/2016
\$74.10			
8/24/16 req	001-008-521-20-31-00	Switch/Surge Protectors	\$74.10
Tiger Corporation		Check 41084	9/8/2016
\$207,538.64			
5446388	530-016-594-48-60-00	Tiger TruKat Truck mounted boom mower	\$207,538.64
Top Gear Inc		Check 41085	9/8/2016
\$381.79			
48080	001-008-521-20-31-03	Multi Sport Helmets	\$381.79
Turner John		Check 41086	9/8/2016
\$130.91			
8/22/16 req	001-008-521-20-43-00	Travel exp reimb-Ellensburg-Turner	\$130.91
United Way of Snohomish Co		Check 40988	9/1/2016
\$61.68			
42614	001-000-284-00-00-00	Employee Contributions	\$61.68
Universal Field Services Inc		Check 41087	9/8/2016
\$1,213.80			
47828	301-010-576-80-61-00	Acquisition of ROW - Frontier Heights	\$1,213.80
UPS		Check 41088	9/8/2016
\$15.79			
74Y42336	001-008-521-20-42-00	Evidence shipping	\$15.79
Vortex Industries Inc		Check 40981	8/26/2016
\$9,244.24			
23-1035350-1	001-012-572-20-48-00	Replacement of Library Door	\$3,184.17
23-1035350-1	001-012-575-50-48-00	Replacement of Community Center Restroom doors	\$6,060.07
Vortex Industries Inc		Check 41089	9/8/2016
\$158.99			
23-1057035-1	001-012-575-50-48-00	Repair hollow core doors at Community Center	\$158.99

Invoice	AccountCode	Item Description	Amount	
Washington Dept of Ecology		Check 41090	9/8/2016	\$17,796.32
2017- WAG994197	410-016-531-10-51-01	Permit WAG994197 Aquatic Pest Control		\$550.00
2017WAR045523	410-016-531-10-51-01	Annual Regional Stormwater Monitoring Permit 2017		\$17,246.32
Washington State Dept of Agriculture		Check 41091	9/8/2016	\$33.60
1262	001-008-521-20-41-00	Inspection of small scale		\$33.60
Washington State Dept of Enterprise Svcs		Check 41092	9/8/2016	\$198.81
73151087	001-008-521-20-31-01	Business cards - Parnell		\$39.76
73151415	001-008-521-20-31-01	Business cards - Carter		\$39.76
73151088	001-008-521-20-31-01	Business cards - Michael		\$39.76
73151089	001-008-521-20-31-01	Business cards - Office		\$39.76
73151090	001-008-521-20-31-01	Business cards - J Ubert		\$39.77
Washington State Patrol		Check 41093	9/8/2016	\$648.75
I17000153	001-005-518-10-41-00	New employee background checks		\$24.00
I17000707	001-008-521-20-41-00	Employee access background check		\$34.75
I17000707	633-008-586-00-00-06	Weapons permits background checks		\$590.00
Washington State Support Registry		Check 0	9/1/2016	\$402.46
42614	001-000-284-00-00-00	Employee Paid Child Support		\$402.46
Washington Teamsters Welfare Trust EFT		Check 0	9/8/2016	\$1,744.80
42614	001-000-283-00-00-00	Teamsters Dental Ins Premiums		\$1,744.80
Washington Tractor		Check 41094	9/8/2016	\$9.08
1085929	001-010-576-80-31-00	Ignition lockdown nut for tractor		\$9.08
Wave Broadband		Check 41095	9/8/2016	\$1,358.46
1148185	001-002-513-11-42-00	Telephone Service		\$10.50

Invoice	AccountCode	Item Description	Amount	
1148185	001-003-514-20-42-00	Telephone Service	\$21.00	
1148185	001-004-514-23-42-00	Telephone Service	\$21.00	
1148185	001-005-518-10-42-00	Telephone Service	\$10.50	
1148185	001-006-518-80-42-00	Telephone Service	\$31.50	
1148185	001-007-558-50-42-00	Telephone Service	\$68.29	
1148185	001-007-559-30-42-00	Telephone Service	\$10.50	
1148185	001-008-521-20-42-00	Telephone Service	\$357.18	
1148185	001-012-575-30-42-00	Telephone Service Museum	\$10.50	
1148185	001-012-575-50-42-00	Telephone Service Senior Ctr	\$10.51	
1148185	001-013-518-20-42-00	Telephone Service	\$42.01	
1148185	101-016-543-30-42-00	Telephone Service Shop	\$60.43	
1148185	410-016-531-10-42-00	Telephone Service Shop	\$60.44	
1150940	510-006-518-80-49-00	Fiber lease for New World Connection	\$644.10	
Weed Graafstra & Associates Inc		Check 41096	9/8/2016	\$25,498.00
155	001-011-515-30-41-00	Professional Legal services - General Matters	\$16,673.25	
154	001-011-515-30-41-00	Professional Legal services - General Matters	\$8,824.75	
Western Conference of Teamsters Pension Trust		Check 41097	9/8/2016	\$2,170.33
42614	001-000-282-00-00-00	Employee Contributions - Teamster Pension	\$2,170.33	
Western Graphics Inc		Check 41098	9/8/2016	\$423.54
20560	001-008-521-20-48-00	Vehicle graphics LS Citizen Patrol	\$423.54	
Total Disbursements			\$1,127,289.27	

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

Tuesday, August 23, 2016
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 John Spencer

ELECTED OFFICIALS PRESENT: Mayor John Spencer, Councilmembers Kim Daughtry, Sam Low, Kurt Hilt, Todd Welch, Rauchel McDaniel, Kathy Holder

ELECTED OFFICIALS ABSENT: Marcus Tageant

STAFF MEMBERS PRESENT: Interim City Administrator Mary Swenson, Finance Director/City Clerk Barb Stevens, Community Development Director Russ Wright, Senior Planner Stacie Pratschner, Public Works Director Mick Monken, Civil Engineer Adam Emerson, Interim Police Chief Ralph Krusey, Police Sgt. Craig Valvick, Human Resources Director Steve Edin, Economic Development Coordinator Jeanie Ashe, Deputy City Clerk Kathy Pugh and City Attorney Grant Weed

OTHERS:

Pledge of Allegiance: Council President Low introduced Interim Police Chief Ralph Krusey, who led the Pledge of Allegiance.

Roll Call: Moved by Councilmember Hilt, second by Councilmember Daughtry to excuse Councilmember Tageant from the meeting. On vote the motion carried (6-0-0-1).

Approval of Agenda: Moved by Councilmember Daughtry, seconded by Councilmember Holder to approve the agenda as presented. On vote the motion carried (6-0-0-1).

Guest Business: None.

Council Business:

- Councilmember Daughtry: Downtown Executive Steering Committee-Downtown Subarea Plan meetings, Cavelero Skate Park Community Meeting, 9204 Stakeholders' meeting, Senator King transportation visit, Snohomish County Committee for Improved Transportation (SCCIT), Economic Alliance for Snohomish County (EASC) Summer Network Meeting;
- Councilmember Low: Senator King transportation visit, Executive Staff meeting, Planning Commission, Cavelero Skatepark Design Meeting, EASC Summer Network Meeting;
- Councilmember Hilt: Senator King transportation visit, Snohomish Health District;
- Councilmember Welch: Library Board, Arts Commission
- Councilmember McDaniel: Fire Commissioner, Finance Budget Subcommittee and Subarea Executive Steering Committee-Downtown Subarea Plan meetings; and

- Councilmember Holder: Family Center, Downtown Executive Steering Committee-Downtown Subarea Plan meetings, Parks Board-Skate Park meeting.

Mayor's Business: Senator King transportation tour of SR9/SR 204 project, Stakeholders meeting with Washington State Department of Transportation (WSDOT) regarding including property owners, affected by intersection, Snohomish Health District, Cavelero Skateboard Park and Family Center.

City Department Report.

- Public Works Director Monken: Grade Road emergency repair update, WSDOT-US2 Interchange Justification Report consultant selection, Boat launch repair update;
- Community Development Director Wright: Aquafest was a great success, Executive Steering Subcommittee meeting, Subarea Plan Open House on September 7 – Consultants will be here, building permits have leveled off, land use permit applications are steady; new commercial building permits will be coming in the next month, the Planning and Community Development is 100% staffed; Everett Herald article ranking Lake Stevens as fourth best small community in the west and second best small city in Washington, second open house for Cavelero Park on September 12, Comprehensive Plan Update is moving forward, Boat Launch repair timeline following meeting with Department of Fish & Wildlife;
- Interim Police Chief Krusey: The new lateral officers will complete training with their Field Training Officers by the end of the month, the Aquafest bicycle officers were a huge success, National Night Out, Guns & Hoses, the next Community Meeting/Opioid Forum on July 21st, next Community Meeting/Opioid Forum is August 25th and the third meeting will be September 15th, update on meeting with North Cascade Rowing, Lake Stevens Rowing and Lake Stevens Ski Club;
- Human Resources Director Edin: Staffing update, medical insurance update, Police Officer oral board; and
- Finance Director/City Clerk Stevens: Department is fully staffed, the 2017 budget process is underway, FCS will be demonstrating a forecast model.

Consent Agenda.

MOTION: Moved by Councilmember Low, seconded by Councilmember Daughtry, to approve (A) 2016 Vouchers [Payroll Direct Deposits of \$483,668.67, Payroll Check Nos. 40770-40774, 40861-40864, 40936-40939 totaling \$20,075.70; Tax Deposits of \$202,283.23, Electronic Funds Transfers (ACH) of \$221,483.38, Claims Check Nos. 40768-40769, 40775-40860, 40865-40935, 40940-40968 totaling \$875,287.20, Total Vouchers Approved: \$1,802,798.18]; (B) City Council Workshop Meeting Minutes of July 12, 2016; (C) City Council Regular Meeting Minutes of July 12, 2016; (D) Interlocal Agreement with Lake Stevens School District re School Resource Officer; (E) Ordinance No. 968 re Traffic Violations Bureau; (F) Interlocal Agreement with Snohomish County re County Drug & Gang Task Force; (G) Ordinance 967 Amending LSMC 9.16 (Criminal Code); (H) Supplemental Agreement No. 3 with Robinson and Noble, Inc. re Grade Road Emergency Repairs; (I) Professional Services Agreement with CRUX Diving and Salvage, Inc. for Evaluation of Future Removal of Aerator; (J) Professional Services Agreement with Universal Field Services for Hartford Trailhead Right of Way Title Clearing. On vote the motion carried (6-0-0-1).

Public Hearing: Deputy City Clerk Kathy Pugh opened the public hearings and read the rules of procedure for the record.

Public Hearing on Ordinance No. 969 – Administrative Authority: Community Development Director Wright presented the staff report and said that with Council's approval of this ordinance the Director of Community Development will have greater discretion in decision making for minor alterations to zoning code standards. He reviewed the three circumstances where this would apply, including minor alterations that are very insignificant, deviations as Type I applications with certain criteria to be met, and an administrative variance, again with criteria which must be met. The Planning and Economic Development Subcommittee have reviewed the proposal. Director Wright noted an updated letter of recommendation from the Planning Commission was distributed this evening.

Mayor Spencer invited comments from the audience, and there were none.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Daughtry, to close the public comment portion of the public hearing. On vote the motion carried (6-0-0-1).

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Hilt, to close the public hearing. On vote the motion carried (6-0-0-1).

MOTION: Moved by Councilmember Welch, seconded by Councilmember McDaniel, to approve Ordinance No. 969 adopting Administrative Authority provisions. On vote the motion carried (6-0-0-1).

Public Hearing on Ordinance No. 970 – Single-Family Impact Fee Deferral: Director Wright presented the staff report and said that this is brought forward in response to the Washington State Legislature's passage in 2015 of legislation providing a limited deferral of impact fees for single-family constructions. The legislation is effective September 1, 2016 and requires that counties, cities and towns collecting impact fees adopt a deferral system for new detached and attached single-family residential construction. Director Wright reviewed how the deferral would apply and what the limitations are. The Planning and Economic Development Subcommittee reviewed this proposal. Director Wright then responded to Councilmembers' questions. Director Wright added that an updated letter of recommendation from the Planning Commission was distributed this evening.

Mayor Spencer invited public comment and there was none.

MOTION: Moved by Councilmember Low, seconded by Councilmember Welch, to close the public comment portion of the public hearing. On vote the motion carried (6-0-0-1).

MOTION: Moved by Councilmember Low, seconded by Councilmember Welch, to close the public hearing. On vote the motion carried (6-0-0-1).

MOTION: Moved by Councilmember Low, seconded by Councilmember Welch, to approve Ordinance No. 970 adopting Single-Family Impact Fee Deferral. On vote the motion carried (6-0-0-1).

Action Items:

Arts Commission Appointment: Mayor Spencer introduced Linda Ehmen and said that following an interview with Ms. Ehmen it is his recommendation that Ms. Ehmen be appointed to

the Arts Commission to fill the vacant position that expires December 31, 2016. Ms. Ehmen may request to continue her appointment for a second term by submitting a letter of interest to the Mayor in November.

MOTION: Moved by Councilmember Low, seconded by Councilmember Holder, to approve the appointment of Linda Ehmen to the vacant Arts Commission position for the term expiring December 31, 2016. On vote the motion carried (6-0-0-1).

Ordinance No. 955 re Traffic Mitigation Revisions: Director Wright presented the staff report and said that adoption of Ordinance No. 955 will provide for a revised traffic fee adjustment and repeal Resolution 2014-13. Adoption of this ordinance will allow incentives to stimulate job creation and retail growth by allowing adjustments to the City's traffic impact fees to implement the City's growth strategy. Director Wright reviewed the options that Council must choose between to finalize the ordinance including: (1) determining whether to use a two-tiered approach that would provide for large businesses to reach an \$80,000 revenue goal and mid-size/small business to reach a \$40,000 goal to achieve the adjustment, or (2) using a single tier approach for all businesses with a single revenue goal of \$40,000 to achieve the adjustment.

Also, Council must determine if they want the time measurement for the adjustment to be the best three consecutive years of five years from the issuance of the certificate of occupancy, or if they want to utilize an approach of averaging the best 36 months out of 60 months. Director Wright then responded to Councilmembers' questions.

MOTION: Moved by Councilmember Low, seconded by Councilmember Welch, to approve Ordinance No. 955 that will reflect that an applicant can, based upon actual performance, receive a higher level of mitigation adjustment from mid-level to highest level, and also that will include certification from local sales tax revenue, and would provide for a tiered approach using the best 36 consecutive months out of 60 months.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Hilt, to amend the main motion to the tiered approach using the best 36 months out of 60. On vote the motion failed (0-6-0-1).

VOTE: On vote the main motion passed (6-0-0-1).

Visitor Information Center Signage: Director Wright presented the staff report. Tonight's requested action is to approve the design and budget of the proposed Visitor Information Center monument sign. The Planning and Economic Development and Parks subcommittees have reviewed this proposal. Director Wright then responded to Councilmembers' questions.

MOTION: Moved by Councilmember Holder, seconded by Councilmember Hilt, to approve the design and budget of the proposed Visitor Information Center monument sign in the amount of \$29,100, authorize a contingency of \$18,000 for electrical work and fence realignment, and authorize a \$3,000 contingency. On vote the motion carried (6-0-0-1).

Resolution 2016-14 Setting Rates and Fees: Director Wright presented the staff report and reviewed the proposed changes to the rates and fees. The primary changes were to implement review fees for the regulations adopted with Ord. 969. He then responded to Councilmembers' questions.

MOTION: Moved by Councilmember Low, seconded by Councilmember Daughtry, to adopt Resolution 2016-14 adjusting fees for City licenses, permits and other services. On vote the motion carried (6-0-0-1).

Police Chief Contract: Interim City Administrator Mary Swenson reviewed the process to arrive at the contract, and commented that the new chief is involved with the City's budget process, and also that he has requested letters of introduction from each Police Department employee. Mr. Dyer will begin with the City on September 19th. She then read a statement from Mr. Dyer.

MOTION: Moved by Councilmember Low, seconded by Councilmember Hilt, to approve contract with John Dyer for police chief. On vote the motion carried (6-0-0-1).

Executive Session: Mayor Spencer announced an executive session for 30 minutes beginning at 8:20 p.m. and ending at 8:50 p.m. to discuss a real estate matter with action to follow and to discuss collective bargaining negotiations with no action to follow.

The regular meeting of the City Council reconvened at 8:50 p.m.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to approve the Interlocal Agreement with Snoles Libraries for the purposes of development of a master plan for property the City has already acquired and property that Snoles will acquire, that are adjacent to each other and locally referred to as "Chapel Rock," for the development of a new library and civic facilities. On vote the motion carried (6-0-0-1).

Study Session: None.

Adjourn:

Moved by Councilmember Low, seconded by Councilmember Daughtry to adjourn the meeting at 8:52 p.m. On vote the motion carried (6-0-0-1).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk



This page left blank intentionally



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda September 13, 2016
Date: _____

Subject: Authorize Mayor to Sign Proposal from Prothman Company for Police Chief Background Check

Contact Mary Swenson, Executive **Budget** \$6,500
Person/Department: _____ **Impact:** _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize Mayor to sign the proposal from Prothman Company for the background check for new Police Chief.

SUMMARY/BACKGROUND:

Part of the process for selection of the Police Chief was a background check. The Prothman Company provided this service which included travel to Oak Harbor, WA and Rifle, CO.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

\$6,500

ATTACHMENTS:

- ▶ Exhibit A: Proposal for Police Chief Background Check



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: September 13, 2016

Subject: Professional Services Agreement with Outcomes by Levy for Government Affairs Services

Contact	Mary Swenson, Interim City	Budget Impact:	2016: \$16,700.00
Person/Department:	<u>Administrator</u>		2017: \$50,100.00

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Authorize the Mayor to sign the Professional Services Agreement with Outcomes by Levy.**

SUMMARY/BACKGROUND:

The City began working with Outcomes by Levy in October 2013 to assist the City in retaining the SR9/204 project in the transportation package, identify capital project requests and grant funding opportunities for additional capital projects, and to assist the City to keep informed about issues in the legislative arena. The City has continued to work with Outcomes by Levy in 2014-2015 and 2015-2016. With the assistance of Outcomes by Levy, the City has been very successful in securing grant and project funds, and particularly in the last legislative session, funding for SR9/204 improvements. The contract proposal for this year is to continue work on the SR 9/SR 204 project including funding, design and staying on schedule, assist with preparation of a 2017-19 Capital Budget request related to the Civic Center Project, and providing assistance with identifying and working with other key issues including fiscal and revenue issues, law enforcement and developing and implementing the 2017 Legislative Agenda.

The proposal for this year does not include a rate increase.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: 2016: 16,700; 2017: \$50,100.00

ATTACHMENTS:

- ▶ Exhibit A: Professional Services Agreement

Exhibit A

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND OUTCOMES BY LEVY, LLC FOR 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 Outcomes by Levy, LLC, a Washington Limited Liability Corporation ("Consultant").

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 Short General Description of 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 October 1, 2016 and shall terminate at midnight, September 30, 2017. The parties may extend the term of this Agreement by written mutual agreement.

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, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the 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. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.**
In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 INSURANCE.

a. **Insurance Term.**
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 hereunder by the Consultant, its agents, representatives, or employees.

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

c. **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.
- (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (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.

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

Consultant shall maintain the following insurance limits:

- (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.

e. **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.

f. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with insurers with a current A.M. Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best A:VII rating.

g. **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.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

j. **Failure to Maintain Insurance** Failure on the part of the 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.

k. **Public Entity Full Availability of Consultant Limits**
If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

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 be 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 N/A:

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 and shall be \$5,200 per month plus reimbursement for routine legislative session related expenses for mileage, meals, parking and overnight accommodations. Legislative expenses shall be prorated with other clients of the Consultant to the maximum extent practicable. In no event shall the compensation paid to Consultant under this Agreement exceed \$66,800 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 City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

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.

a. 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.

b. Public Records.

The parties agree that this Agreement and records related to the performance of the

Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City and Consultant shall be sent to the following addresses:

To the City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (Physical address)
Post Office Box 257 (Mailing Address)
Lake Stevens, WA 98258

To the Consultant:

Outcomes By Levy
Attn: Doug Levy
15619 NE 62nd Place
Kenmore, WA 98028

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 IV.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 September, 2016.

CITY OF LAKE STEVENS

OUTCOMES BY LEVY, LLC

By: _____
John Spencer, Mayor

By: _____
Doug Levy, Member

Approved as to Form:

By: _____
Grant K. Weed, City Attorney

EXHIBIT A SCOPE OF SERVICES

Doug Levy, in partnership with Jennifer Ziegler, will work on the following priorities and issue areas for the City of Lake Stevens:

State Route 9/State Route 204 Project Funded in “Connecting Washington” Package

- Work with City on potential legislative, inter-agency, and budget provisions that may be necessary to expedite the funding schedule for SR 9/SR 204;
- Assist City staff with implementation efforts and “practical design” work on SR 9/SR 204;
- Work with WSDOT, city staff, and area legislators to ensure that delivery of the SR 9/SR 204 stays on schedule;

Civic Center Project in Downtown Lake Stevens

- Work with city staff and city consultants to prepare a 2017-19 Capital Budget request for a next phase of infrastructure investments associated with the Civic Center project.

Prioritizing Other Key Issues

- Work with the Mayor, Interim City Administrator, city staff, and City Council Members to identify other key priority issues for Lake Stevens, which may include:
 - Fiscal and revenue issues of key importance to the City;
 - Law enforcement/criminal justice including needed funding for Basic Law Enforcement Academy (BLEA) training slots;
 - Public Records Act reforms and modernization;
 - Affordable Housing/Homelessness/Mental Health;

2017 Legislative Agenda Preparation/Implementation/Follow-up

- Work with the Mayor, City Administration, and City Council Members on development and adoption of a 2017 Legislative Agenda reflecting Lake Stevens priority issues as well as a variety of items Lake Stevens will be prepared to support or oppose;
- Present a proposed 2017 Legislative Agenda to the Lake Stevens City Council;
- Schedule and coordinate meetings with 44th District state legislators to prepare for the 2017 Session, as well as in-Session meetings as needed with lawmakers from the 44th;
- Schedule, coordinate, and conduct meetings with other key state legislators, including committee chairs and ranking members as appropriate, to further legislative priorities;
- Monitor proposed bills in 2017 to ensure those impacting Lake Stevens are reviewed;
- Testify on behalf of Lake Stevens as necessary on bills and budget items of importance;
- Prepare testimony for Lake Stevens Mayor, Council Members, and staff as necessary;
- Organize meetings for the Mayor and Council Members during the planned “City Legislative Action Conference” in Olympia in 2017;
- Prepare weekly reports during the Legislative Session, and a comprehensive post-Session report;
- Provide a post-Session report to the Lake Stevens City Council.

Interim Activities

- Track, and participate in as needed, interim meetings that impact the City of Lake Stevens. These include, but are not limited to, the following:
 - Snohomish County Committee for Improved Transportation (SCCIT);
 - Meetings of the Association Washington Cities (AWC) and of AWC with city lobbyists;
 - Interim hearings of Legislative Committees;
 - Joint Transportation Committee meetings;
 - Agency meetings, rule-makings, etc., that may impact Lake Stevens
- Be available to City to join and participate in interim meetings as needed.

Grant and Loan Opportunities

- Work with the Mayor and City staff to identify ongoing grant and loan opportunities;
- Provide the City with a comprehensive state grants/loan listing;
- Help ensure City is regularly applying for, or at least evaluating, the following grant and loans:
 - Transportation Improvement Board (TIB);
 - Regional Mobility Grants;
 - Safe Routes to Schools and Pedestrian/Bicycle Grants;
 - Economic Development and infrastructure grants/loans including Public Works Assistance Account (PWAA), Community Economic Revitalization Board (CERB);
 - Washington Wildlife and Recreation Program (WWRP), Youth Athletic Facilities (YAF), and Boating Facilities Program (BFP);
 - Stormwater Assistance Grants;
 - Energy Efficiency Grants.



This page left blank intentionally



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: September 13, 2016

Subject: Approve Collective Bargaining Agreement

Contact
Person/Department: Mary Swenson, City
Administrator

Budget Impact: N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve the Collective Bargaining Agreement for Public Works Employees

SUMMARY/BACKGROUND:

The City and Teamsters have worked collaboratively to approve the attached Collective Bargaining Agreement, which will run from January 1, 2017 through December 31, 2019. The Teamsters employees have ratified the contract. It is Staff's recommendation that Council approve this agreement.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: N/A

ATTACHMENTS:

- ▶ Exhibit A: Collective Bargaining Agreement

A G R E E M E N T
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, 2017 through December 31, 2019

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
ARTICLE I	RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION	1
ARTICLE II	UNION RIGHTS AND NON-DISCRIMINATION	2
ARTICLE III	MANAGEMENT AND UNION RIGHTS.....	2
ARTICLE IV	NO STRIKE PROVISION	3
ARTICLE V	PROBATION PERIOD, SENIORITY, LAYOFF AND RECALL.....	3
ARTICLE VI	HOURS OF WORK.....	4
ARTICLE VII	OVERTIME.....	5
ARTICLE VIII	CALLBACK, COURT TIME AND STANDBY PAY	5
ARTICLE IX	WAGES	6
ARTICLE X	HOLIDAYS	6
ARTICLE XI	VACATIONS	7
ARTICLE XII	PERMITTED LEAVE.....	8
ARTICLE XIII	HEALTH AND WELFARE INSURANCE BENEFITS.....	9
ARTICLE XIV	UNIFORMS AND EQUIPMENT	10
ARTICLE XV	MISCELLANEOUS	12
ARTICLE XVI	PENSION.....	13
ARTICLE XVII	WARNING LETTER	14
ARTICLE XVIII	GRIEVANCE PROCEDURE.....	15
ARTICLE XIX	SAVINGS CLAUSE.....	16
ARTICLE XX	DURATION.....	16
APPENDIX "A"	CLASSIFICATIONS AND RATES OF PAY.....	17
APPENDIX "B"	COLLABORATIVE BARGAINING.....	20

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, 2017 through December 31, 2019

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. An employee shall be paid at one and one half (1-1/2) times the employees regular straight time hourly rate of pay for work performed prior to the start time and after the end time of the employees regularly assigned shift.
- 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.
- 7.3.1 Special Events – The city agrees to schedule and pay overtime for hours assigned and worked outside of the regular work day for Special Events.
- 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. A city vehicle shall be made available to the employee the week they are on call.

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"	

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:

<u>MONTHS OF CONTINUOUS EMPLOYMENT</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
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 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.
- 12.10 Shared Leave - If an employee so desires, he/she shall be allowed to request to donate any un-used sick leave or vacation to another employee within the City. The Human Resources Department/City Administrator will have the discretion to approve the transfer of a specified amount of accrued vacation leave and/or accrued sick leave. To be eligible to donate vacation leave, an employee must have accrued a total of more than eighty (80) hours of vacation leave. Only vacation leave hours in excess of eighty (80) but less than two hundred forty hours may be contributed by an employee. To be eligible to donate sick leave, an employee must have accrued a total of more than four hundred and eighty (480) of sick leave. Only sick leave hours in excess of four hundred and eighty (480) and less than one thousand one hundred and sixty eight (1,168) hours may be contributed by an employee. All donations of vacation and/or sick leave are voluntary. The employee will provide appropriate medical justification and documentation which supports the necessity for the shared leave.

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 Beginning January 1, 2018 the Employer will pay the same 100% employee premium and 90% of the dependents premium based on the Regence HealthFirst 250 plan. The City and the Union agree that if there is cost savings between the plans, the parties will bargain shares of the savings.
- 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, 2017, based on December hours, the Employer shall pay one hundred percent (100%) 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, 2017, based on December hours, the Employer shall pay one hundred percent (100%) 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 2017-2019	\$250.00
-------------------	----------

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 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, 2017 and shall remain in full force and effect through December 31, 2019 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 _____
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, 2017 through December 31, 2019

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, 2017, 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%) adjustment to the January 1, 2016 salaries:

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Public Works							
Crew Leader	\$5,136	\$5,322	\$5,513	\$5,712	\$5,918	\$6,131	\$6,343
Crew Worker II	\$4,394	\$4,548	\$4,709	\$4,875	\$5,044	\$5,220	\$5,406
Crew Worker I	\$3,557	\$3,695	\$3,841	\$3,990	\$4,146	\$4,307	\$4,467
Equipment Mechanic	\$4,621	\$4,802	\$4,985	\$5,166	\$5,348	\$5,530	\$5,712
Public Works Inspector	\$5,878	\$6,144	\$6,411	\$6,678	\$6,944	\$7,211	\$7,478
Seasonal/Temporary Worker	\$13.33/hr	\$13.61/hr	\$13.86/hr	\$14.14/hr	\$14.39/hr	\$14.67/hr	\$14.93/hr

A.1.1 Effective January 01, 2018, the classifications of work and monthly rates of pay for employees covered by this Agreement shall be as follows which reflects a two a percent (2%) adjustment to the January 1, 2017 salaries:

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Public Works							
Crew Leader	\$5,238	\$5,429	\$5,623	\$5,826	\$6,036	\$6,254	\$6,470
Crew Worker II	\$4,482	\$4,639	\$4,804	\$4,972	\$5,145	\$5,325	\$5,514
Crew Worker I	\$3,628	\$3,769	\$3,918	\$4,070	\$4,229	\$4,394	\$4,556
Equipment Mechanic	\$4,713	\$4,898	\$5,084	\$5,270	\$5,455	\$5,641	\$5,826
Public Works Inspector	\$5,996	\$6,267	\$6,539	\$6,811	\$7,083	\$7,356	\$7,627
Seasonal/Temporary Worker	\$13.60/hr	\$13.88/hr	\$14.14/hr	\$14.42/hr	\$14.68/hr	\$14.96/hr	\$15.23/hr

A.1.2 Effective January 01, 2019, 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%) adjustment to the January 1, 2018 salaries:

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Public Works							
Crew Leader	\$5,343	\$5,537	\$5,736	\$5,943	\$6,157	\$6,379	\$6,600
Crew Worker II	\$4,572	\$4,732	\$4,900	\$5,072	\$5,248	\$5,431	\$5,624
Crew Worker I	\$3,700	\$3,845	\$3,997	\$4,151	\$4,314	\$4,481	\$4,647
Equipment Mechanic	\$4,807	\$4,996	\$5,186	\$5,375	\$5,564	\$5,754	\$5,943
Public Works Inspector	\$6,116	\$6,393	\$6,670	\$6,948	\$7,225	\$7,503	\$7,780
Seasonal/Temporary Worker	\$13.87/hr	\$14.16/hr	\$14.42/hr	\$14.71/hr	\$14.97/hr	\$15.26/hr	\$15.54/hr

A.1.3 The parties agree that in 2017 if the City chooses to engage in a market study salary survey markets adjustments to the already agreed to 2018 and 2019 salary increases. There shall be no reductions in any wage or scale, or freeze or red circle as the result of the survey. If the result of the survey shall require future market adjustments for 2018 and 2019 the market adjustments shall not be more than one (1%) per year.

A.1.4 The rates of pay set forth within Section A.1, [A.1.1](#) and [A.1.2](#) 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.1.5 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.1.6 The new classification of Public Works Inspector shall be incorporated within Appendix “A” and covered under all terms and conditions of this agreement. The current incumbent to this position will not be required to pass the probation period (Article 5.1). When the current incumbent in the position vacates the position, the salary range will be reevaluated and placed in the appropriate salary range.

A.2 The Employer may assign a new employee at any monthly pay range set forth within Section A.1, [A.1.1](#) and [A.1.2](#) at the sole discretion of the Employer.

A.3 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, [A.1.1](#) and [A.1.2](#)

After 10 years 2.5% above the pay they would otherwise receive in A.1, [A.1.1](#) and [A.1.2](#)

After 15 years 4% above the pay they would otherwise receive in A.1, [A.1.1](#) and [A.1.2](#)

After 20 years 4.75% above the pay they would otherwise receive in A.1, [A.1.1](#) and [A.1.2](#)

A.4 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 one (1) shift out of classification to receive this pay.

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 _____

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, 2017 through December 31, 2019

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 _____
Scott A. Sullivan, Secretary-Treasurer

By _____
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, 2017 through December 31, 2019

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, 2017 through December 31, 2019;

The Employer and the Union agreed to the following:

Gain Sharing Program: The City and the Union will meet and confer to develop a gain sharing program for the Public Works Department Employees. It is anticipated that this program will be implemented in year 2017.

CDL Training: The City will explore CDL training opportunities for employees within the Public Works Department.

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 _____
John Spencer, Mayor

Date: _____

Date: _____

EXHIBIT A

CITY OF LAKE STEVENS, WASHINGTON

RESOLUTION 2016-15

**A RESOLUTION OF THE CITY OF LAKE STEVENS
ADOPTING THE UPDATED AND REVISED SNOHOMISH
COUNTY HAZARD MITIGATION PLAN**

WHEREAS, all of Snohomish County has exposure to natural hazards that increase the risk to life, property, environment, and the County's economy; and

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs; and

WHEREAS, a coalition of Snohomish County, Tribes, Cities, and Special Purpose Districts with like planning objectives has been formed to pool resources and create consistent mitigation strategies within the County; and

WHEREAS, the 2010 edition of the Snohomish County Hazard Mitigation Plan has been updated, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating, and revising this strategy; and

WHEREAS, the coalition has completed a planning process that reviewed and/or revised the risk assessment, goals and objectives, action plan, and reengaged the public; and

WHEREAS, FEMA has completed pre-adoption review of the revised Snohomish County Hazard Mitigation Plan pursuant to 44 CFR Part 201, and City Council adoption must occur for the City of Lake Stevens to have a FEMA approved Natural Hazards Mitigation Plan; and

WHEREAS, it has been found that the proposed Plan is consistent with the City of Lake Stevens Comprehensive Plan, and other State, Federal, and local regulations;

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

A. The Lake Stevens City Council hereby:

1. Adopts Volume 1 in its entirety and adopts the following portions of Volume 2: Part 1; the City of Lake Stevens jurisdictional annex in Part 2 and all Volume 2 appendices of the Snohomish County Hazard Mitigation Plan (SC HMP). A copy of said documents

shall be available for review and inspection at the Snohomish County DEM Office and online at: <http://wa-snohomishcounty.civicplus.com/2429/Hazard-Mitigation-Plan> .

2. Will use the adopted portions of the SC HMP to guide pre- and post-disaster mitigation of the hazards identified.
3. Will coordinate the strategies identified in the SC HMP with other planning programs and mechanisms under its jurisdictional authority.
4. Will continue its support of the Planning Coalition and continue to participate in the Coalition Partnership as described by the SC HMP.
5. Will help to promote and support the mitigation successes of all SC HMP Planning Partners.

B. It is the purpose of the Resolution to provide for the health, welfare, and safety of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Resolution. No provision or term used in this Resolution is intended to impose any duty whatsoever upon the City or any of its officers, agents, or employees for whom the implementation of this Resolution shall be discretionary and not mandatory.

C. Nothing contained in this Resolution is intended to be, nor shall be construed to create or form the basis for, any liability on the part of the City or its officers, agents, and employees for any inquiry or damage resulting from the failure to comply with the provisions of this Resolution or be a reason or a consequence of any inspections, notice, or order, in connection with the implementation or enforcement of the Resolution, or by reason of any action of the City related in any manner to enforcement of this Resolution by its officers, agents, or employees.

ADOPTED by the City Council and **APPROVED** by the Mayor this ____ day of September 2016.

John Spencer, Mayor

ATTEST:

APPROVED AS TO FORM:

Kathy Pugh, Deputy City Clerk

Grant K. Weed, City Attorney

EXHIBIT B

10 City of Lake Stevens Annex

10.1 HAZARD MITIGATION PLAN POINT OF CONTACT

Primary Point of Contact

Craig Valvick, Police Sergeant
 2211 Grade Road
 Lake Stevens WA, 98258
 Telephone: 425-334-9537
 e-mail Address: cvalvick@lakestevenswa.gov

Alternate Point of Contact

Mick Monken, Public Works Director
 1812 Main Street
 Lake Stevens WA, 98258
 Telephone: 425-334-1012
 e-mail Address: mmonken@lakestevenswa.gov

10.2 JURISDICTION PROFILE

The following is a summary of key information about the jurisdiction/district and its history:

- **Date of Incorporation**—November 29, 1960
- **Current Population**—29,170 as of 2014
- **Population Growth**—Since 2005, the population of the City of Lake Stevens has nearly quadrupled from 7,400 to 29,170 currently. This has been primarily due to an effort called "One Community around the Lake" to bring the unincorporated areas within the Urban Growth Area into the city limits. The table shown below details these efforts:

Area Annexed	Method	Month & Year	Ordinance	Acres / Square Miles	Population	New City Population	% Increase
Northlake	Direct Petition	January 2006	719	855 / 1.34	2,300	9,700	31.1%
Frontier Village	Direct Petition	December 2006	729	708 / 1.11	3,600	13,300	37.1%
Soper Hill	Direct Petition	May 2007	742	292 / 0.46	1,200	14,500	9.0%
Southwest	Election (56.38% FOR)	December 2009	801	2,374 / 3.71	10,874	25,674	73.5%

Additionally, two small annexations have taken place during this time. The Fire District Annexation, the 1.02-acre (4,100 m²) Station 82 property on the southwest corner of Chapel Hill Road and 99th Ave NE, occurred in October 2007 (Ordinance 745), and the Corniche Annexation, the 2.91-acre (11,800 m²) commercially-zoned vacant parcel on the southwest corner of Market Place and 91st Ave NE, occurred in March 2008 (Ordinance 768). Neither added to the city's population.

- **Location and Description**—Lake Stevens is located at 48.019782 N, 122.066089 W. According to the United States Census Bureau, the city has a total area of 8.90 square miles (23.05 km²), of which 7.33 square miles is land and 1.57 square miles is water.
- **Brief History**—Lake Stevens was officially incorporated on November 29, 1960.

Believed to be named after Governor Isaac I. Stevens, Lake Stevens was first settled in 1886 on a 160-acre (0.65 km²) homestead along the east shore. By 1890 the first town in the area, "Ferry," was established. Its name was later changed to "Hartford," and it served as the main link from the famed Monte Cristo timber and mining resources to the world.

In 1905 a railroad spur was built by the Rucker Brothers Timber Company, linking Hartford with Lake Stevens. Two years later Rucker Mill was opened, located along and in the north cove of the lake (original pilings can still be seen in the old lake outflow area just south of the boat launch). In 1919, the mill, which became known as the "world's largest sawmill," burned and was partially rebuilt. When it burned a second time in 1925, the mill was dismantled and Lake Stevens lost the very industry which caused its founding. However, by then a flourishing town was established and continued under its own momentum.

From the 1920s to the '50s, Lake Stevens was primarily a resort community, with many public and private resort beaches scattered around the shore. In 1960, Lake Stevens incorporated as a City with a population of 900. Soon, its popularity and natural beauty, combined with changing commuter habits, attracted more and more residents, changing its character to that of a suburban community. By 2000, the City had grown to a population of 6,361 in approximately 1.8 square miles (4.7 km²). The lake remains the focal point of the greater Lake Stevens community.

- **Climate**— Lake Stevens has a normal average yearly precipitation around 37 inches.

On average, it rains at least 50% of the time, with the heaviest rain periods between January and May and between October and December. June, July and August are the driest and warmest months.

Temperatures in the summer usually hover around a pleasant 75°F, though it is not unusual to have weeklong heat spells in the high 80s or low 90s.

In the winter, there are a handful of snow days per year: the last major snow event was in 1997, with several inches. However, in the winter of 2006/2007, the Puget Sound area experienced a number of damaging winter storms, lowland snow, wind storms, and a weeks-long string of below-freezing days—it remains to be seen whether this winter is an anomaly or part of a larger climatological shift caused by global warming.

Summer climate tends more toward the dry than the humid—we get occasional summer thunderstorms, but not many, and tornados are rare.

- **Governing Body Format**—Mayor–Council
- **Development Trends**—The majority of the development within the City's boundaries has been single-family detached homes. In 2014, the City issued 51 single-family building permits. Lake Stevens has two commercial subareas (Lake Stevens Center and 20th Street SE Corridor). The City will develop a Downtown subarea plan in the near future. The City is focused on attracting development/redevelopment in these areas to provide the needed tax base to provide services to the residential community.

10.3 JURISDICTION/DISTRICT-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 10-1 lists all past occurrences of natural hazards within the jurisdiction. Repetitive loss records are as follows:

- Number of FEMA Identified Repetitive Flood Loss Properties: 0
- Number of Repetitive Flood Loss Properties that have been mitigated: 0

10.4 HAZARD RISK RANKING

Table 10-2 presents the ranking of the hazards of concern.

10.5 CAPABILITY ASSESSMENT

The assessment of the jurisdiction's/district's legal and regulatory capabilities is presented in Table 10-3. The assessment of the jurisdiction's/district's administrative and technical capabilities is presented in Table 10-4. The assessment of the jurisdiction's/district's fiscal capabilities is presented in Table 10-5. Classifications under various community mitigation programs are presented in Table 10-6.

10.6 HAZARD MITIGATION ACTION PLAN AND EVALUATION OF RECOMMENDED INITIATIVES

Table 10-7 lists the initiatives that make up the jurisdiction's/district's hazard mitigation plan. Table 10-8 identifies the priority for each initiative. Table 10-9 summarizes the mitigation initiatives by hazard of concern and the six mitigation types.

10.7 STATUS OF PREVIOUS PLAN INITIATIVES

Table 10-10 summarizes the initiatives that were recommended in the previous version of the hazard mitigation plan and their implementation status at the time this update was prepared.

10.8 FUTURE NEEDS TO BETTER UNDERSTAND RISK/VULNERABILITY

City is currently in the process of implementing an asset management that is anticipated to include tracking/monitoring identified hazardous and high-risk areas related to public lands under City's jurisdiction.

**TABLE 10-1.
 NATURAL HAZARD EVENTS**

Type of Event	FEMA Disaster # (if applicable)	Date	Preliminary Damage Assessment
Severe Storm—rain	NA	April 2012	\$85,000
Severe Storm—ice	4056-DR-WA	Jan 2012	\$26,000
Severe Storm—rain	NA	Jan 2011	\$15,000
Severe Winter Storm	1825-DR	Mar 2009	No Estimate Available
Earthquake (Nisqually)	1361-DR	Mar 2001	No Estimate Available
Flooding	1100-DR	Feb 1996	No Estimate Available
Flooding	1079-DR	Dec 1995	No Estimate Available
Severe Weather, incl. Wind	981-DR	Mar 1993	No Estimate Available
Severe Storm	896-DR	Mar 1991	No Estimate Available
Severe Storm	883-DR	Nov 1990	No Estimate Available
Flooding	784-DR	Dec 1986	No Estimate Available
Volcanic Eruption (Mt. St. Helens)	623-DR	May 1980	No Estimate Available

**TABLE 10-2.
 HAZARD RISK RANKING**

Rank	Hazard Type	Risk Rating Score	Local Impacts
1	Earthquake	3	Water tables within valley areas and along some slopes are very shallow and heavily treed. Earth movement could result in massive tree falling, specifically in residential areas, and landslides especially during winter/wet season. In industrial area, there are non-reinforced cinderblock structures that may not withstand an earthquake.
1	Flooding	3	Critical sewer lift stations facilities are located within flood plain areas. Also, several residential land front properties are within the flood plain area.
1	Landslide/Mass Movements	3	The City has several steep slope areas along roadways, residential, and commercial areas. Some of these are along the abutment of bridges along arterial roads.
1	Severe Storm/Climate Change	3	City has heavy tree vegetation that is susceptible wind, snow, and ice storm. This largely impacts roads, streams, and some residential areas.
2	Wildfire	2	This is a threat during prolong dry spells with a dry grass understory and heavy contiguous grouping of trees.
3	Volcano/Lahar	0	
3	Dam Failure	0	
3	Tsunami/Seiche	0	
3	Avalanche	0	

**TABLE 10-3.
LEGAL AND REGULATORY CAPABILITY**

	Local Authority	State or Federal Prohibitions	Other Jurisdictional Authority	State Mandated	Comments
Codes, Ordinances & Requirements					
Building Code	Y	N	N	Y	Title 14, Chapter 14.80 (adopted by Ord. #778 in 2012)
Zonings	Y	N	N	Y	Title 14, Chapter 14.36 (adopted by Ord. #811 in 2010)
Subdivisions	Y	N	N	Y	Title 14, Chapter 14.18 (adopted by Ord. #811 in 2011)
Stormwater Management	Y	Y	N	Y	NPDES Phase II Permit
Post Disaster Recovery	N	N	N	N	NA
Real Estate Disclosure	N	N	N	N	NA
Growth Management	Y	N	N	Y	GMA-compliant comprehensive plan 2010-2030 adopted in 2010, and amended through 2014
Site Plan Review	Y	N	N	N	Title 14, Chapter 14.48 (adopted by Ord. #811 in 2010)
Special Purpose (flood management, critical areas)	Y	Y	N	Y	Title 14, Chapter 14.88 – Critical (adopted by Ord. #773 in 2008), Title 14, Chapter 14.64— Floodways, Floodplains, Drainage and Erosion (Adopted by Ord. 808 in 2009)
Planning Documents					
General or Comprehensive Plan	Y	N	N	Y	Update in process 2015
Floodplain or Basin Plan	N	N	N	N	NA
Stormwater Plan	Y	N	N	Y	NPDES Phase II Permit
Capital Improvement Plan	Y	N	N	N	Lake Stevens Comprehensive Plan 2012, Ch. 8
Habitat Conservation Plan	Y	N	N	N	Lake Stevens Comprehensive Plan 2009, Ch. 10
Economic Development Plan	Y	N	N	Y	Lake Stevens Comprehensive Plan 2012, Ch. 9

**TABLE 10-3.
LEGAL AND REGULATORY CAPABILITY**

	Local Authority	State or Federal Prohibitions	Other Jurisdictional Authority	State Mandated	Comments
Emergency Response Plan	N	N	N	N	Disaster Plan for the City of Lake Stevens (adopted by Res. #1993-12)
Shoreline Management Plan	Y	N	N	Y	The City adopted its own Master Program in 2012.
Post Disaster Recovery Plan	N	N	N	N	NA
Other					
Other					

**TABLE 10-4.
 ADMINISTRATIVE AND TECHNICAL CAPABILITY**

Staff/Personnel Resources	Available?	Department/Agency/Position	
Planners or engineers with knowledge of land development and land management practices	Y	Planning Department • 1 Planning Director • 1 Long-range Planner • 1 Senior Building Official • 2 Senior Planners • 2 Permit Specialists	Public Works Department • 1 Public Works Director/City Engineer • 1 Civil Engineer • 1 Stormwater Tech
Engineers or professionals trained in building or infrastructure construction practices	Y	Planning Department • 1 Senior Building Official	Public Works Department • 1 Public Works Director/City Engineer • 1 Civil Engineer • 1 Stormwater Tech • 1 Public Works Superintendent • 2 Leads
Planners or engineers with an understanding of natural hazards	Y	Planning Department • 1 Planning Director	Public Works Department • 1 Public Works Director/City Engineer • 1 Civil Engineer • 1 Stormwater Tech • 1 Public Works Superintendent • 2 Leads
Staff with training in benefit/cost analysis	Y	Planning Department • 1 Planning Director	Public Works Department • 1 Public Works Director/City Engineer
Floodplain manager	Y	Public Works Department • 1 Public Works Director/City Engineer • 1 Stormwater Tech	
Surveyors	N	No designated staff assigned to this practice. City contracts with consultants.	
Personnel skilled or trained in GIS applications	Y	Planning Department • 1 Long Range Planner • 1 Senior Planner.	Public Works Department • 1 Stormwater Tech • 1 Civil Engineer
Scientist familiar with natural hazards in local area	Y	Scientists are contracted and on call with the City to provide technical expertise.	
Emergency manager	Y	City of Lake Stevens Chief of Police	

Grant writers	Y	Planning Department <ul style="list-style-type: none"> • 1 Planning Director • 1 Long-range Planner • 2 Senior Planners 	Public Works Department <ul style="list-style-type: none"> • 1 Public Works Director/City Engineer • 1 Civil Engineer • 1 Stormwater Tech • Administrative Assistant
---------------	---	--	--

TABLE 10-5. FISCAL CAPABILITY	
Financial Resources	Accessible or Eligible to Use?
Community Development Block Grants	Yes
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes
User Fees for Water, Sewer, Gas or Electric Service	Yes
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	Yes
Incur Debt through Private Activity Bonds	No
Withhold Public Expenditures in Hazard-Prone Areas	Yes
State Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	Yes
Other	General Fund, Real Estate Excise Tax (REET)

**TABLE 10-6.
 COMMUNITY CLASSIFICATIONS**

	Participating?	Classification	Date Classified
Community Rating System	No	NA	NA
Building Code Effectiveness Grading Schedule	Yes	3/3	5/1/2010
Public Protection	Yes	5	5/1/2010
Storm Ready	Yes	N/A	10/2013
Firewise	No	NA	NA
Tsunami Ready	No	NA	NA

**TABLE 10-7.
 HAZARD MITIGATION ACTION PLAN MATRIX**

Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Agency	Estimated Cost	Sources of Funding	Timeline	Included in Previous Plan?
LS-1—Provide Back-up power generation for critical infrastructure and facilities.							
Existing	Severe Weather, Flood, Earthquake	5, 6, 7, 9	Public Works	\$150,000	CIP	Short term	Yes
LS-2—Manage vegetation in City ROW.							
Existing	Severe Weather, Wildland Fire	3, 5, 9	Public Works	Medium	General Fund	Short term	Yes
LS-3—Maintain City drainage facilities by developing a vegetation management program.							
Existing	Severe Weather, Flood	3, 5, 9	Public Works	Medium	General Fund, Ecology Grants	Short term	Yes
LS-4—Develop a Regional Stormwater Plan and construct regional stormwater detention facilities.							
New	Severe Weather, Flood	3, 5, 6, 8, 9	Public Works	High	REET and IAC Funding, FEMA Hazard Mitigation Grants	Long term	Yes
LS-5—Upgrade and maintain stormwater drainage infrastructure in areas of reoccurring flooding.							
Existing	Severe Weather, Flood	3, 5, 6, 8, 9	Public Works	High	General Fund	Short term	Yes
LS-6—Consider participation in Community Rating System (CRS) Program							
New	Severe Weather, Flood	9	Public Works	Low	General Fund	Short term	Yes
LS-7—Obtain appropriate blanket permits from federal, state, and local authorities, and complete needed environmental requirements to perform annual and regular stormwater and vegetation maintenance activities.							
New	Severe Weather, Flood	3, 5, 9	Public Works	Low	General Fund	Short term	Yes
LS-8—Mitigate repetitive flood loss properties.							
Existing	Severe Weather, Flood	2, 3, 4, 5, 9	Public Works	High	General Fund, FEMA Hazard Mitigation Grants	Short term	Yes

LS-9—Develop a Post Disaster Recovery Plan and Process.							
New	All Hazards	9	Public Works	Medium	General Fund	Short term	Yes
LS-10—Develop a Floodplain/Basin Plan.							
New	Severe Weather, Flood	1, 3, 4, 5, 8	Public Works	Medium	General Fund	Short term	Yes
LS-11—Support County-wide initiatives identified in Chapter 21 of Volume 1.							
New and Existing	All Hazards	All	City	Low	General fund	Short term, ongoing	Yes
LS-12—Continue to maintain compliance and good standing under the National Flood Insurance Program (NFIP).							
New and existing	Flooding	9	City	Low	General Fund	Short term, ongoing	Yes
LS-13—Where appropriate, support retrofitting, purchase, or relocation of structures located in hazard-prone areas to protect structures from future damage, with repetitive loss and severe repetitive loss properties as priority when applicable.							
Existing	All Hazards	2, 3, 4, 5, 9	City	High	FEMA Hazard Mitigation Grant funding with local match by property owner	Long term, depends on funding	Yes
LS-14—Continue to support the implementation, monitoring, maintenance, and updating of this Plan, as defined in Chapter 7 of Volume 1.							
New and Existing	All Hazards	All	City	Low	General Fund, FEMA Mitigation Grant Funding for 5-year update	Short term, ongoing	Yes
LS-15—Integrate, where appropriate, risk assessment information from the Snohomish County Hazard Mitigation Plan into other planning mechanisms available to the City such as: the Capital Improvements Program, the Comprehensive planning process, and Shoreline Master planning.							
New and Existing	All Hazards	All	City	Low	General Fund	Short term, ongoing	Yes

**TABLE 10-8.
MITIGATION STRATEGY PRIORITY SCHEDULE**

Initiative #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/Budgets?	Priority ^a
LS-1	5	Low	Medium	No	Yes	No	Low
LS-2	5	Medium	Low	Yes	Yes	Yes	High
LS-3	5	Medium	Medium	Yes	Yes	Yes	Medium
LS-4	4	High	High	Yes	Yes	No	Medium
LS-5	5	High	Medium	Yes	Yes	Yes	High
LS-6	7	Low	Low	Yes	Yes	Yes	High
LS-7	5	Medium	Medium	Yes	Yes	No	Medium
LS-8	5	High	High	Yes	Yes	Yes	High
LS-9	4	High	High	Yes	Yes	Yes	High
LS-10	4	High	High	Yes	Yes	Yes	High
LS-11	14	Medium	Low	Yes	No	Yes	High
LS-12	5	Medium	Low	Yes	No	Yes	High
LS-13	4	High	High	Yes	Yes	No	Medium
LS-14	14	Medium	Low	Yes	Yes	Yes	High
LS-15	14	High	Low	Yes	No	Yes	High

a. Explanation of priorities

- High Priority: Project meets multiple plan objectives, benefits exceed cost, funding is secured under existing programs, or is grant eligible, and project can be completed in 1 to 5 years (i.e., short-term project) once funded.
- Medium Priority: Project meets at least 1 plan objective, benefits exceed costs, requires special funding authorization under existing programs, grant eligibility is questionable, and project can be completed in 1 to 5 years once funded.
- Low Priority: Project will mitigate the risk of a hazard, benefits exceed costs, funding has not been secured, project is not grant eligible, and timeline for completion is long term (5 to 10 years).

**TABLE 10-9.
 ANALYSIS OF MITIGATION INITIATIVES**

Hazard Type	Initiative Addressing Hazard, by Mitigation Type					
	1. Prevention	2. Property Protection	3. Public Education and Awareness	4. Natural Resource Protection	5. Emergency Services	6. Structural Projects
Severe Storm/Climate Change	2, 3, 4, 5, 10, 11, 14, 15	2, 3, 5, 11, 13	3, 11, 14	2, 3, 4, 5, 10, 11	1, 9, 11	4, 5, 7, 11
Flood	2, 3, 4, 5, 6, 7, 8, 11, 12, 14, 15	2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13	3, 6, 11, 12, 14	2, 3, 4, 5, 6, 7, 8, 10, 11, 12	1, 9, 11, 12	4, 5, 7, 11, 12
Earthquake	11, 14, 15	11, 13	11, 14	11	1, 9, 11	11
Landslide/Mass Movements	4, 5, 7, 11, 14, 15	4, 5, 7, 11, 13	11, 14	4, 5, 7, 11	1, 9, 11	4, 5, 7, 11
Wildland Fire	2, 3, 11, 14, 15	2, 3, 11, 13	3, 11, 14	11	1, 9, 11	11
Avalanche						
Dam Failure						
Tsunami/Seiche						
Volcano/Lahar						

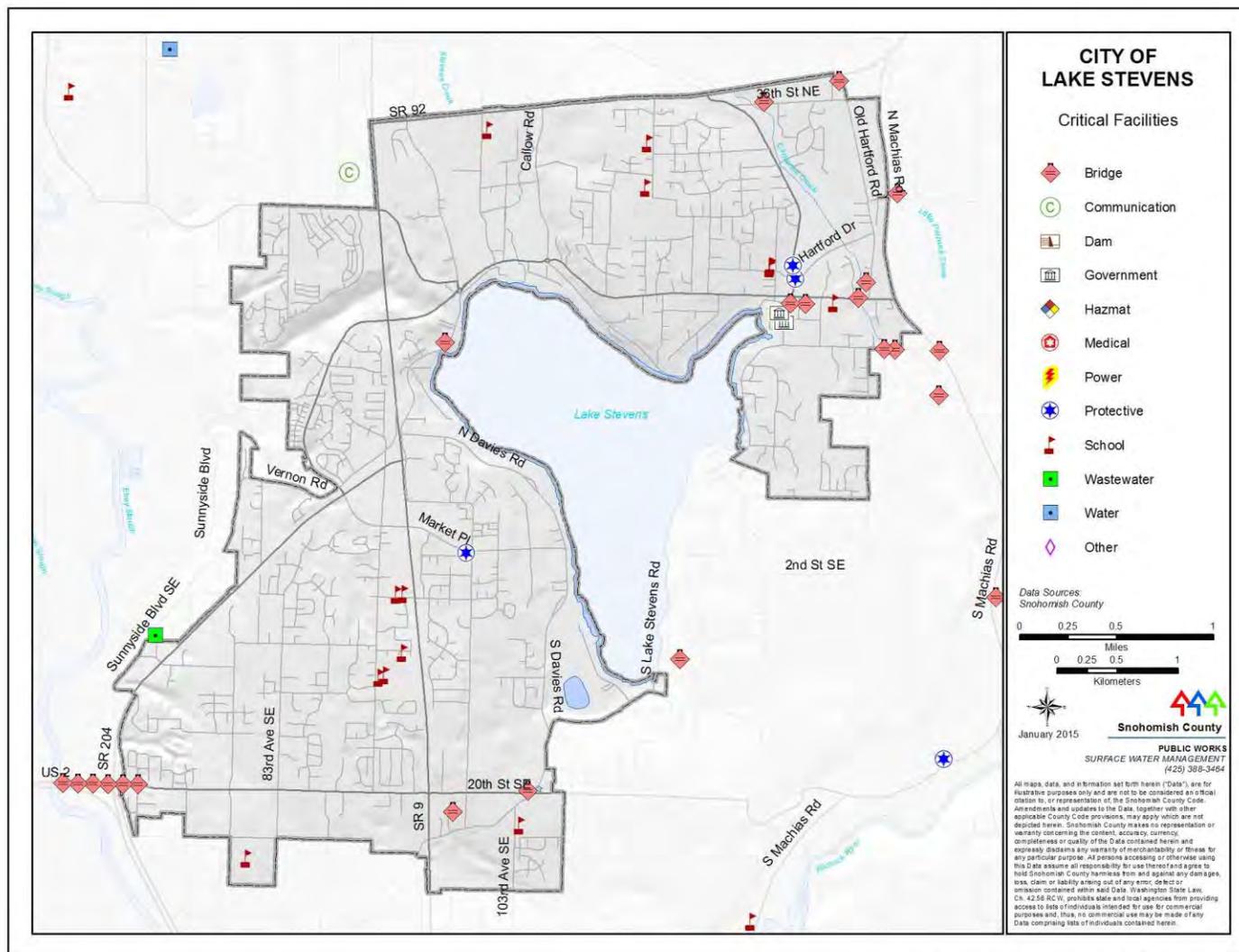
Notes:

1. Prevention: Government, administrative or regulatory actions that influence the way land and buildings are developed to reduce hazard losses. Includes planning and zoning, floodplain laws, capital improvement programs, open space preservation, and stormwater management regulations.
2. Property Protection: Modification of buildings or structures to protect them from a hazard or removal of structures from a hazard area. Includes acquisition, elevation, relocation, structural retrofit, storm shutters, and shatter-resistant glass.
3. Public Education and Awareness: Actions to inform citizens and elected officials about hazards and ways to mitigate them. Includes outreach projects, real estate disclosure, hazard information centers, and school-age and adult education.
4. Natural Resource Protection: Actions that minimize hazard loss and preserve or restore the functions of natural systems. Includes sediment and erosion control, stream corridor restoration, watershed management, forest and vegetation management, and wetland restoration and preservation.
5. Emergency Services: Actions that protect people and property during and immediately after a hazard event. Includes warning systems, emergency response services, and the protection of essential facilities.
6. Structural Projects: Actions that involve the construction of structures to reduce the impact of a hazard. Includes dams, setback levees, floodwalls, retaining walls, and safe rooms.

**TABLE 10-9.
 ANALYSIS OF MITIGATION INITIATIVES**

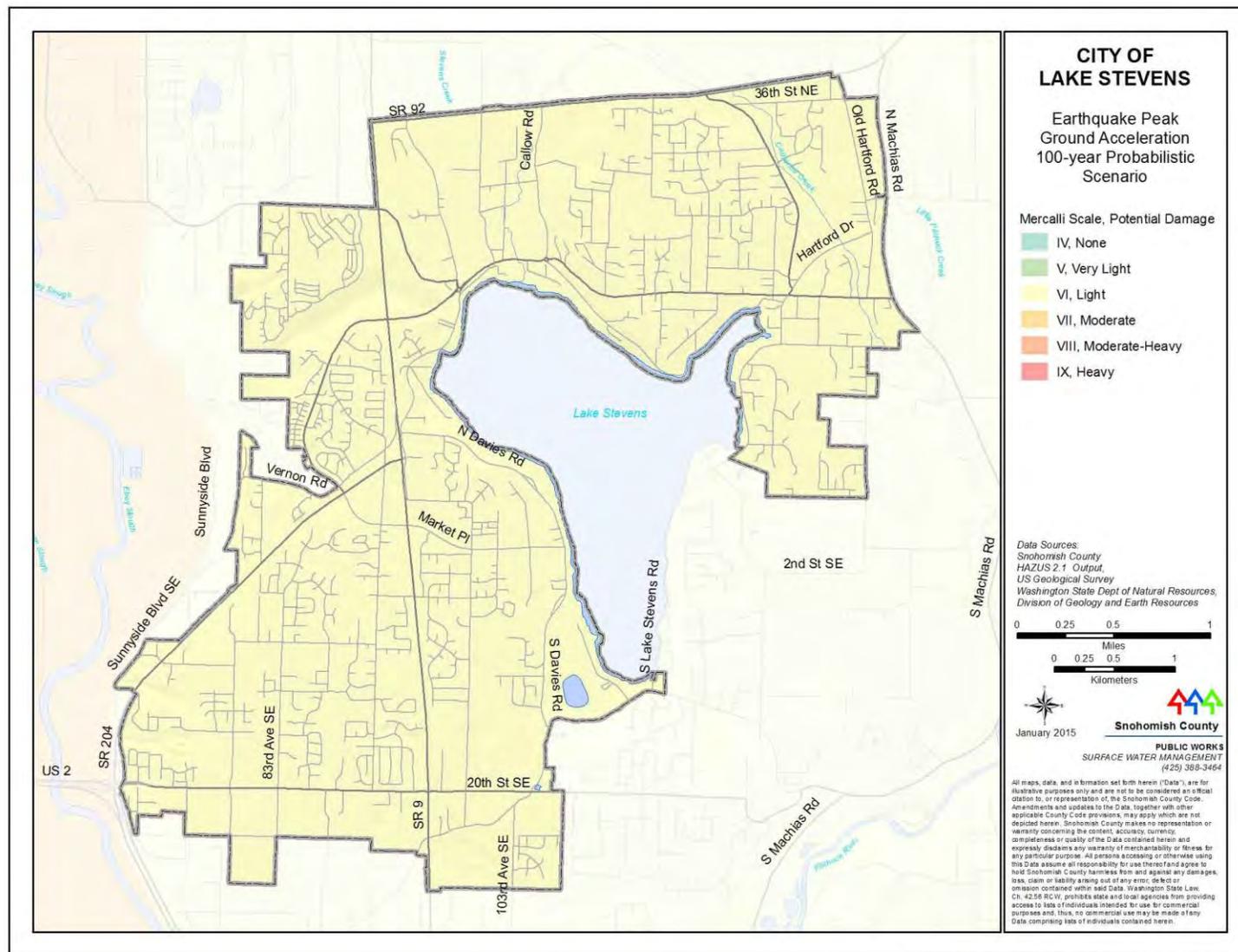
**TABLE 10-10.
 PREVIOUS ACTION PLAN IMPLEMENTATION STATUS**

Action #	Action Status			Comments
	Completed	Carry Over to Plan Update	Removed; No Longer Feasible	
LS-1		X		No action completed; carried over to the 2015 update.
LS-2		X		No action completed; carried over to the 2015 update.
LS-3		X		No action completed; carried over to the 2015 update.
LS-4		X		No action completed; carried over to the 2015 update.
LS-5		X		No action completed; carried over to the 2015 update.
LS-6		X		No action completed; carried over to the 2015 update.
LS-7		X		No action completed; carried over to the 2015 update.
LS-8		X		No action completed; carried over to the 2015 update.
LS-9		X		No action completed; carried over to the 2015 update.
LS-10		X		No action completed; carried over to the 2015 update.
LS-11		X		No action completed; carried over to the 2015 update.
LS-12		X		No action completed; carried over to the 2015 update.
LS-13		X		No action completed; carried over to the 2015 update.
LS-14		X		No action completed; carried over to the 2015 update.
LS-15		X		No action completed; carried over to the 2015 update.



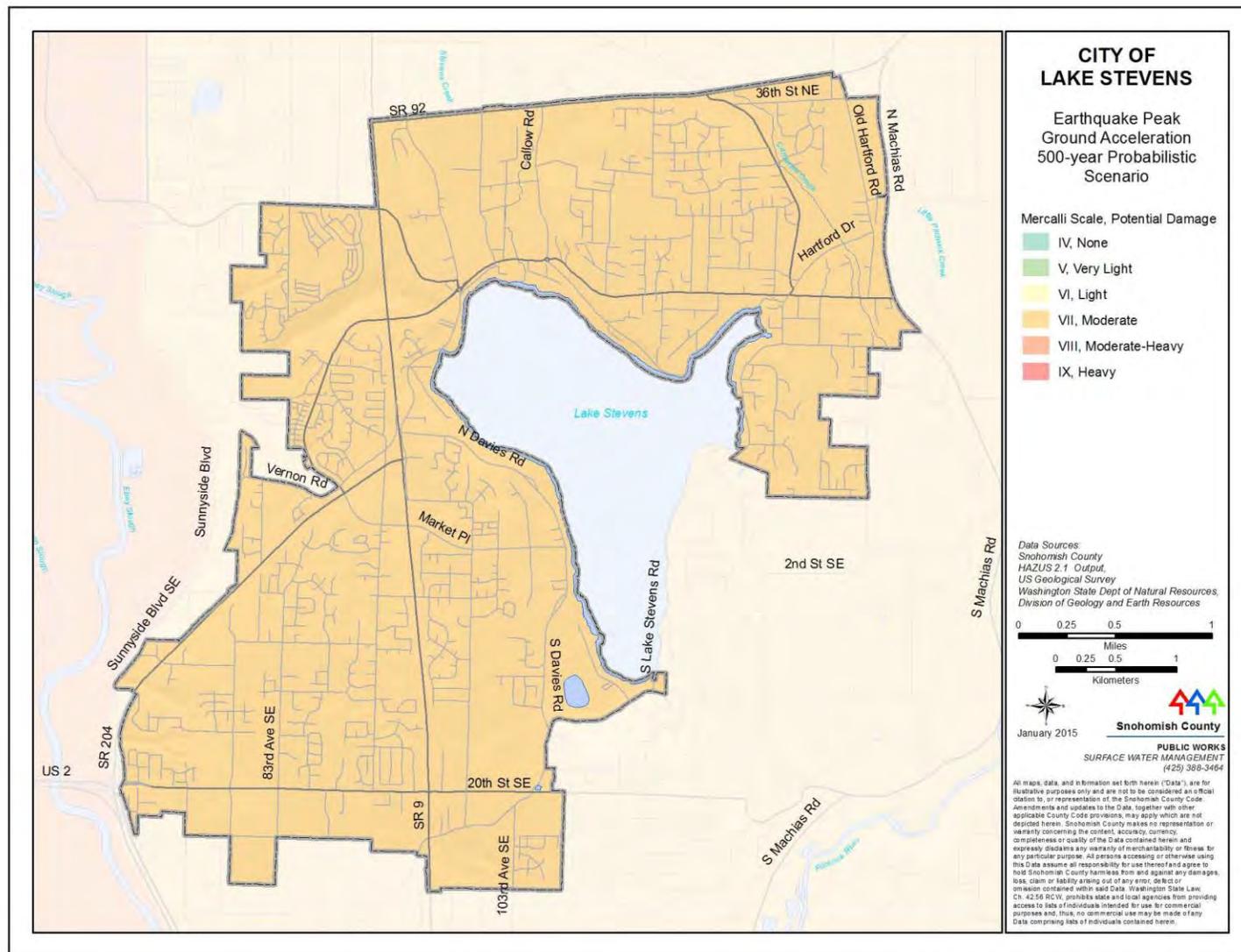
f:\pww\m\prg\Emergency\Mgmt\HAZUS\2015\MP\Map\Plan\City\LakeStevens_Critc\Fac.mxd

Map 10-1. City of Lake Stevens Critical Areas



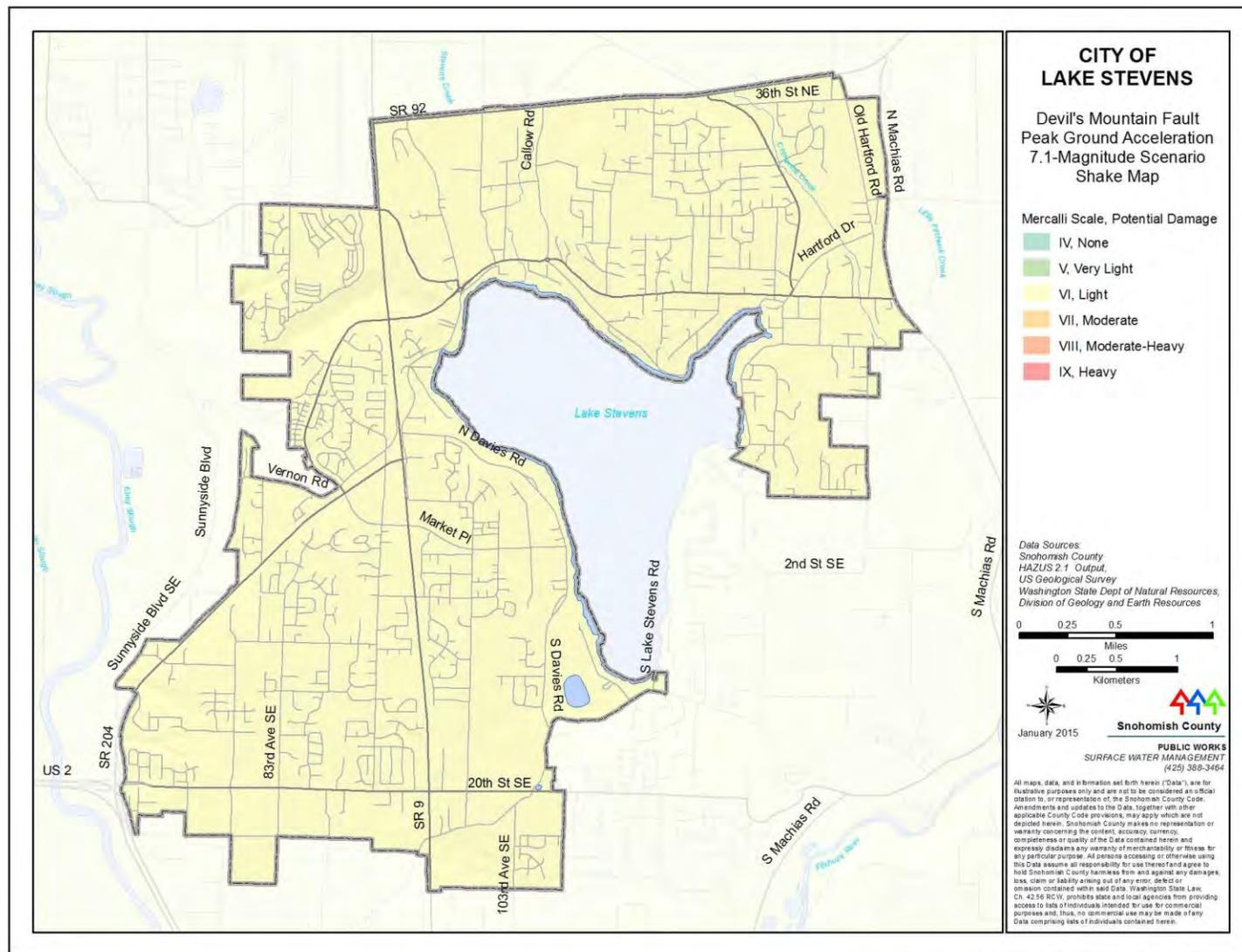
I:\pwworking\Emergency\lgm\HAZUS2015\HMP\Map\Plan\Cities\LakeStevens_100yrPGA.mxd

Map 10-2. City of Lake Stevens 100-year Probabilistic Earthquake Scenario



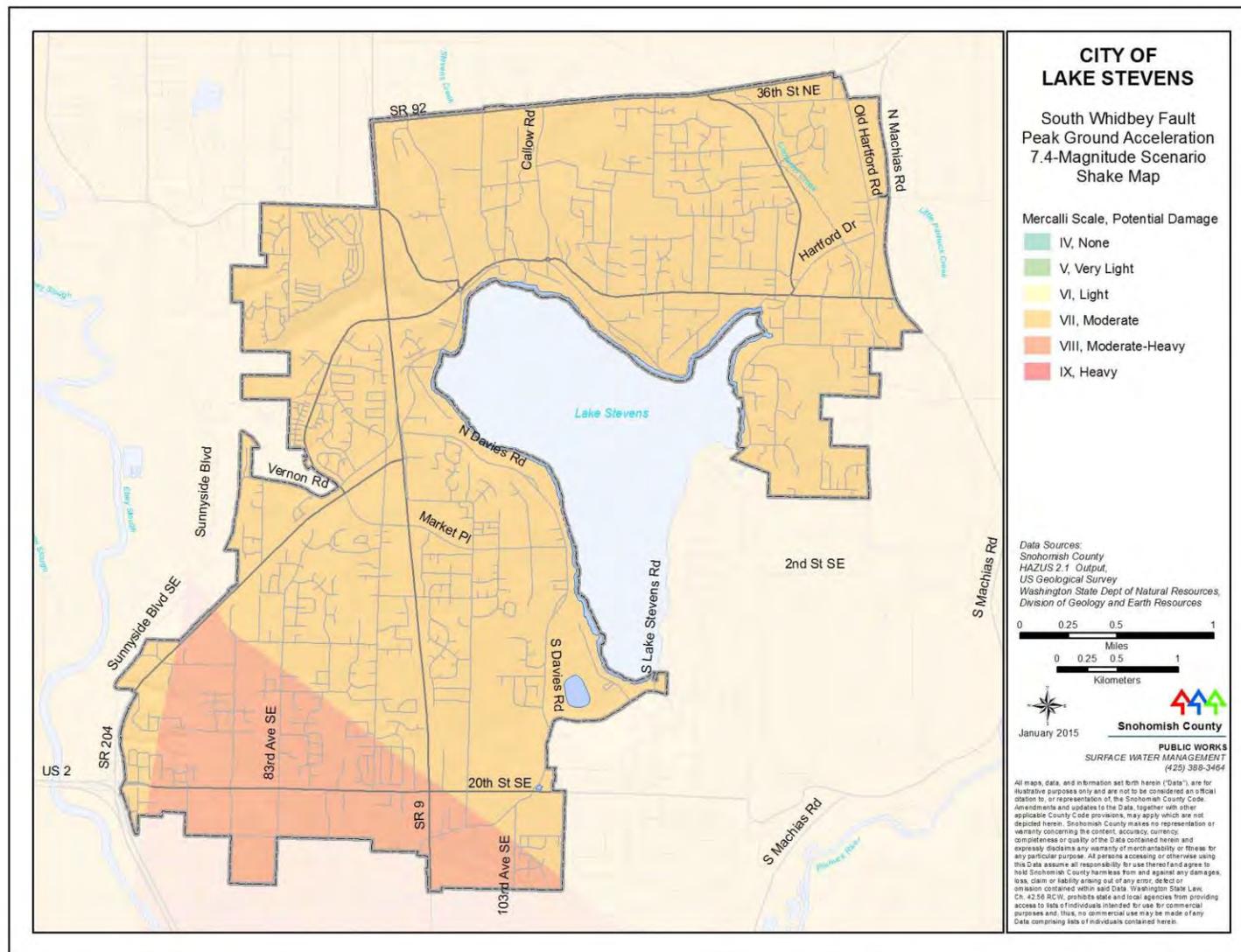
\\pww\m\prg\Emergency\Mgmt\HAZUS\2015\HMP\Map\Plan\Cities\LakeStevens_500yrPGA.mxd

Map 10-3. City of Lake Stevens 500-year Probabilistic Earthquake Scenario



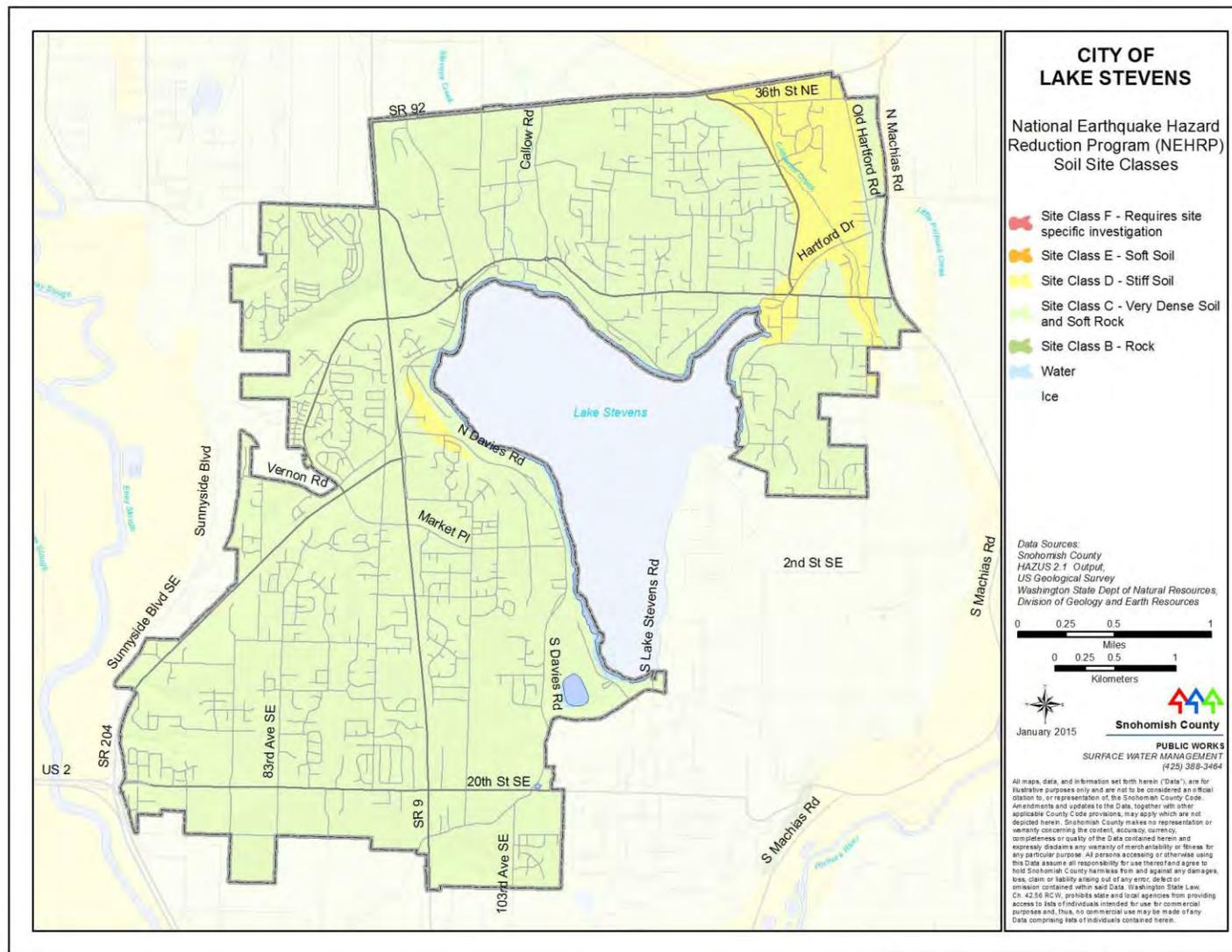
I:\p\swmp\proj\EmergencyMgmt\HAZUS\2015\HMP\Maps\Plan\City\LakeStevens_DevilsMtnPGA.mxd

Map 10-4. City of Lake Stevens Devil's Mountain Fault 7.1 Magnitude Earthquake Scenario

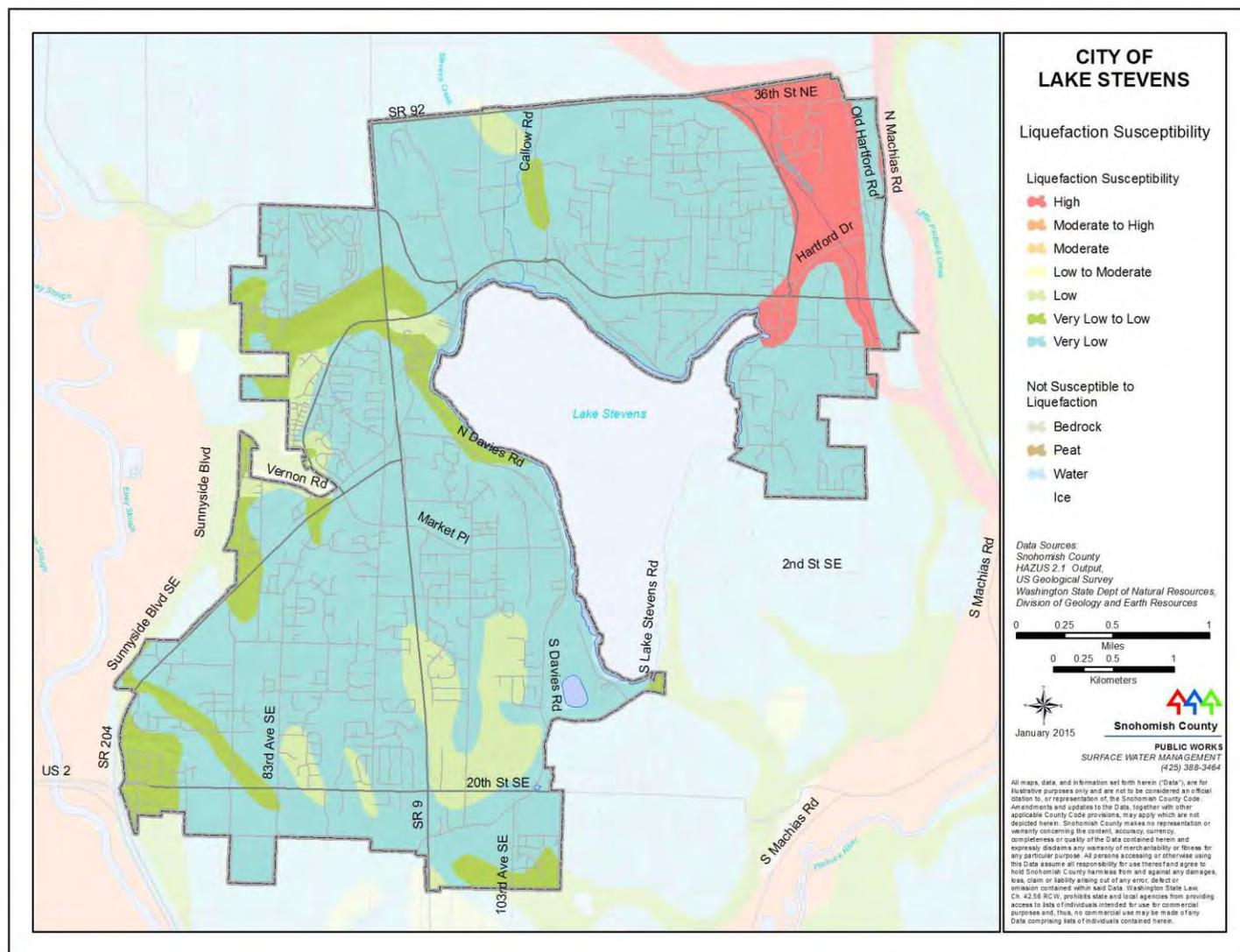


Map 10-5. City of Lake Stevens South Whidbey Fault 7.4 Magnitude Earthquake Scenario

\\paw\m\prg\Emergency\Mgmt\HAZUS\2015\HMP\Maps\Plan\Create\LakeStevens_SWhidbey\PGA.mxd

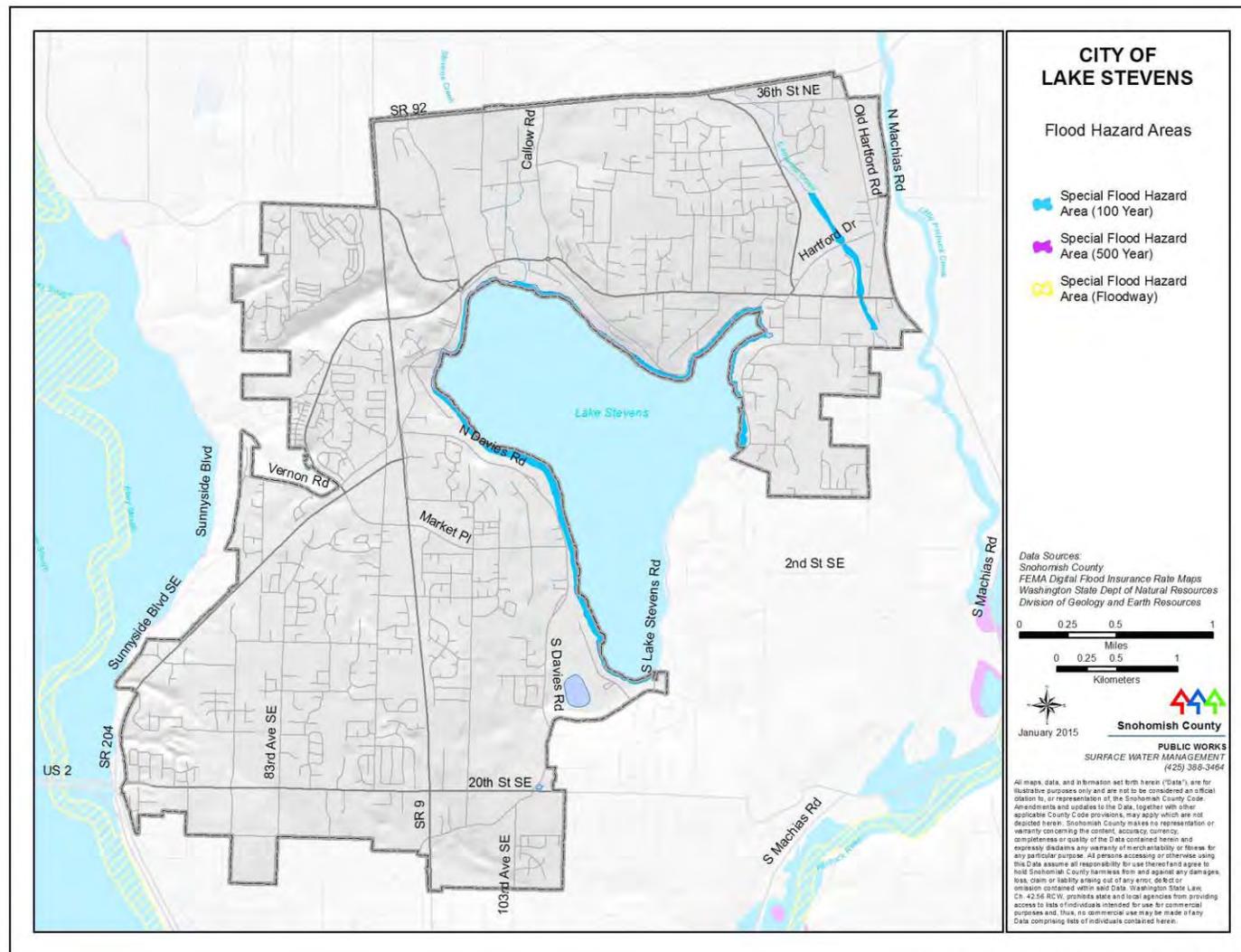


Map 10-6. City of Lake Stevens National Earthquake Hazard Reduction Program Soil Classes



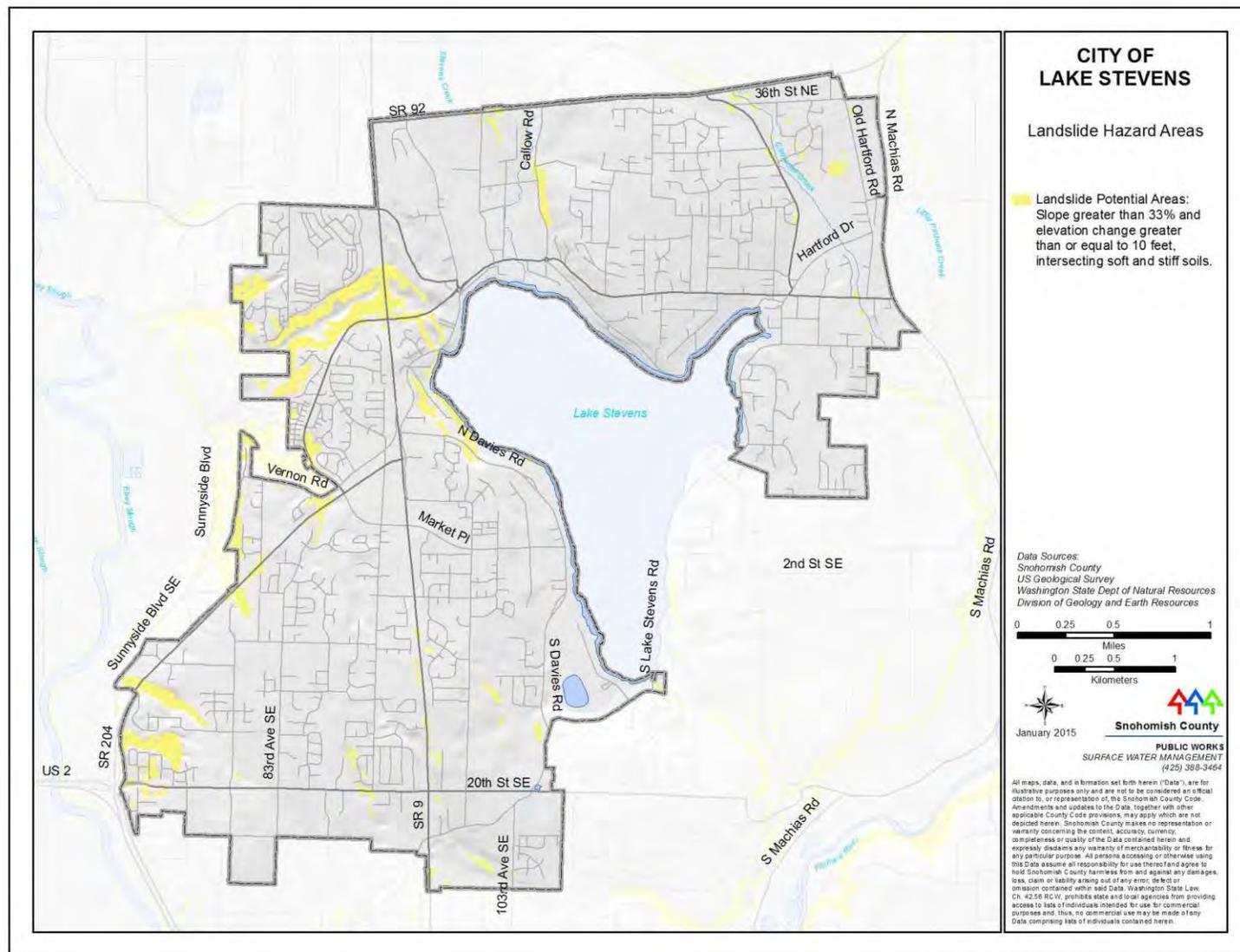
\\gis\sr\pr\g\Emergency\Agnt\HAZUS\2015\HMP\Maps\Plan\Cities\LakeStevens_Liquefaction.mxd

Map 10-7. City of Lake Stevens Liquefaction Susceptibility



\\pww\mproj\EmergencyMgmt\HAZUS\2015\HMP\Map\Plan\City\LakeStevens_Flood.mxd

Map 10-8. City of Lake Stevens Flood Hazard Areas



Map 10-9. City of Lake Stevens Landslide Hazard Areas

I:\pww\mtrg\Emergency\Mgmt\HAZUS\2015\MP\Map\Plan\City\LakeStevens_Landslide.mxd



This page left blank intentionally



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda 13 September, 2016
Date: _____

Subject: Award of Aluminum Sulfate (Alum) Treatment Program 2017-2020

Contact	Mick Monken	Budget	\$99,500.00
Person/Department:	<u>Public Works</u>	Impact:	_____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Award and authorize the Mayor to execute a contract for the Aluminum Sulfate (Alum) Treatment Program 2017-2020 to AquaTechnex for an amount of \$92,300 plus a \$7,200 management reserve.

SUMMARY/BACKGROUND: This action is for the execution of an annual contract for the continuation of Alum treatment services beginning in 2017 through 2020. The City made a call for bids in June 2016 and received only a single response from AquaTechnex for an amount of \$92,300.00, which is \$7,700 below the annual estimated budgeted cost of \$100,000.00. (The \$100,000 budgeted cost amount was based on the past annual maintenance and operating cost for the aerator). A \$7,200 management reserve is to allow for an additional 6,000 gallons increase to the alum treatment. This is roughly a 10% increase.

AquaTechnex was awarded the initial Alum treatment contract in 2013 and has worked well with the City, County, and State Department of Fish and Wildlife (DFW) on service delivery with very good results. In the fall of 2015 an analysis of the lake health was performed and the findings were that the Alum treatment appeared to be very effective, with the lake showing a notable improvement in water column phosphorus levels.

Under this recommended contract the City can continue to use AquaTechnex for up to 2020 or \$300,000 whichever comes first. If approved, work under this contract would begin in 2017 with an application date to be determined through coordination with DFW. Typically this has been no later than June each year but in 2016 a fall treatment is being implemented and will be reviewed for future consideration based on results.

BUDGET IMPACT: \$99,500.00 as an identified line budget item

ATTACHMENTS:

- ▶ Attachment A: Small Public Works Contract

EXHIBIT A

SMALL PUBLIC WORKS CONTRACT

THIS SMALL PUBLIC WORKS CONTRACT (“Contract”) is made and entered into this _____ day of _____, 2016, by and between Aqua Technex (“Contractor”) and the City of Lake Stevens, a municipal corporation (“City”).

WHEREAS, RCW 39.04.155 authorizes local governments to contract for public works having an estimated cost of \$300,000 or less by soliciting quotations (referred to herein as Bid Proposals) from contractors on the appropriate small works roster; and

WHEREAS, the City has by Resolution 2007-24 adopted procedures to implement the provisions of RCW 39.04.155 as required by law; and

WHEREAS, the City has contracted with Municipal Research and Services Center (“MRSC”) to use MRSC Rosters in lieu of maintaining its own small works roster; and

WHEREAS, the City desires to accomplish certain public works entitled Alum Treatment 2017 - 2020 (“the Project”) having an estimated cost \$300,000 or less using the small works roster procedures; and

WHEREAS, the City solicited written Bid Proposals for the Project from

all contractors on the appropriate MRSC small works roster

at least five contractors on the appropriate MRSC small works roster who have indicated the capability of performing the kind of work being contracted; and

WHEREAS, the City received and reviewed written Bid Proposals for the Project, and has determined that Contractor is the lowest responsible bidder; and

WHEREAS, the Contractor and the City desire to enter into this Contract for the Project 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 Project in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than 31 October 2020.

2. Contract Documents.

In addition to Contractor’s attached Bid Proposal, the following documents are incorporated into the Contract by this reference:

- a. Request for Proposal/Bid
- b. Plans and Contract Drawings.
- c. Scope of Work.
- d. 2014 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) (“Standard Specifications”) (referenced but not attached).
- e. 2010 APWA Supplement General Special Provisions (referenced but not attached).
- f. Addenda (**if any**).
- g. Payment and Performance Bond (attached).
- h. Retainage Bond (attached) (**optional-see Section 5**).

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 Contractor has met following conditions:

- a. The 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 \$92,300.00 in accordance with the bid price in Contractor’s Bid 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. Requests for payment shall be sent by U.S. Mail to the address below. 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.

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

e. Payments for Alterations and/or Additions. Requests for changes 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. Pursuant to RCW Chapter 60.28, a sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract. This retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under the Contract.

Monies retained under the provisions of RCW Chapter 60.28 shall, at the option of the Contractor, be:

- i. Retained in a fund by the City; or
- ii. Deposited by the City in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the City and are not to be allowed to be withdrawn without the City's written authorization. The City will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At or before the time the Contract is executed, the Contractor shall designate the option desired. The Contractor in choosing option (ii) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) calendar days following the Final Acceptance of the Project provided the following conditions are met:

- iii. A release has been obtained from the Washington State Department of Revenue.

- iv. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
 - v. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
 - vi. Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.
 - vii. All claims, as provided by law, filed against the retainage have been resolved.
 - viii. If requested by the City, 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 occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.
- h. Payment in the Event of Termination. In the event this Contract is terminated by the 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.

The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for 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 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 precaution 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 Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

a. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

b. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

c. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

20. Contractor's Risk of Loss.

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

21. Indemnification and Hold Harmless.

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

b. The Contractor's duty to indemnify the City 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.

c. 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 of Contractor.

d. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

e. 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, their 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 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 05 09. 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 organization 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 person 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 Insert Name, and shall be administered for the Contractor by the Contractor's Contract Representative Insert Name of Contractor Representative. 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 (Physical Address)
Post Office Box 257 (Mailing Address)
Lake Stevens, WA 98258-0257
425-334-1012

To the Contractor:

Terry McNabb, Aquatic Biologist/Manager
Aqua Technex
Post Office Box 30824
Bellingham, WA 98228
360-201-2612

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

By: _____
John Spencer, Mayor

By: _____

Printed Name

Title

Approved as to Form:

Grant K. Weed, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City Signature

Contractor Signature

SCOPE OF WORK

Aluminum Sulfate (Alum) Treatment Program 2017-2020

Project: Lake Steven Aluminum Sulfate (Alum) Treatment Program

The City of Lake Stevens is seeking bids from contractors for the application of Alum for Lake Stevens.

Background

Lake Stevens is located in Snohomish County, directly east of Everett and is designated as a water of the State of Washington. The lake is 1,013 acres in surface area, has an estimated volume of 65,000 acre-ft, and approximately 200 acres of this being littoral zone. A Bathymetry map is included in Attachment A of this document. The water quality is considered good and clear. The shoreline is 7.1 miles and is developed with residential homes (approximately 425 parcels). There are 37 documented water rights on the lake. Approximately 80% of the shoreline is in the jurisdiction of the City of Lake Stevens with the balance in Snohomish County. There are two public boat access locations and five public parks on the shoreline.

In December 2012, Alum Treatments Analysis study was completed by Tetra Tech followed by a Phosphorus Management Plan. An application annual dosage of Alum at 0.18 mg Al/L was recommended. Copies of these two documents can be viewed on the City's web site at:

<http://www.ci.lake-stevens.wa.us/index.aspx?NID=383>

[In 2013 the City performed the first Alum Treatment to the lake and continues this service once each year.](#)

Project Approach

The project is planned to be performed in four phases:

- I. Development of Application Strategy Plan
- II. Pre- application pH balance testing of Lake by other (ie: County, City contracted service)
- III. Implementation of the Application Strategy Plan
- IV. Post-application pH testing by other

Contract Duration

By mutual written agreement, this bid and agreement can be extended up to 3 additional years.
(Through December 2020)

ALUM TREATMENT SPECIFICATIONS

DESCRIPTION OF WORK

1. Application Strategy Plan – prior to the performance of any application work, the contractor shall develop and submit an application strategy plan. The plan can be in the form of a technical memorandum and shall include: method, schedule, staging needed for setup, chemical handling, and any on site storage; application equipment and staffing; technical application method (ie: guidance system); description of any proposed backup system to minimize down time; Spill Prevention, Control, and Contingency (SPCC) plan; pre and post-treatment equipment decontamination plan; and emergency notification contact information. Plan must be submitted for review, comments, and approval by the City in advance of application.
2. Pre-application pH Balance – prior to each day’s application of Alum, and within the approved schedule as identified in the Application Strategy Plan, pH reading will be performed by the Owner. Testing results will be available to the Contractor prior to the next application of Alum.
3. Implementation of the Application Strategy Plan - apply Alum in Lake Stevens in accordance of the approved Application Strategy Plan.
4. Post-application pH Balance – following each day’s treatment, and within the approved schedule as identified in the Application Strategy Plan, pH readings will be performed by the Owner. Testing results will be available to the Contractor within 1 working day of the results.
5. Coordination – the contractor shall perform coordination with the City that will include a project kick off meeting, Application Strategy Plan meeting, Pre-Implementation Strategy, and Post Strategy meeting. A phone meeting may be allowed by the City as deemed appropriate by the City Public Works Director. In person meetings will be held at the City of Lake Stevens Permit Center.

GENERAL

1. All work performed under this project shall include furnishing all labor, equipment, mobilization, demobilization, and materials necessary to perform the described work.
2. Application equipment shall include:
 - a. Boat(s) or barge(s) capable of traversing the lake.
 - b. Appropriate pumps and spreaders to control and distribute per alum dose specifications.

- c. Treatment boat or barge shall have on-board chemical storage containers.
 - d. GPS-linked computer system for boat or barge guidance that is integrated within real-time bathymetric measurements in order to provide chemical dosing control for Alum pumping rate.
3. Work shall be completed within 3 calendar days from the start of the application. Due to weather conditions, delays and extensions may be granted by the City.
4. City will obtain the permit with the DOE for Alum application.
5. Contractor will be responsible for pre and post-treatment notifications to DOE and the public as required by the Aquatic Plants and Algae General Permit
6. The Contractor shall immediately report spills or ecological impacts to Ecology by calling 1-800-645-7911 and 1-425-649-7000 and also notify the City. In the event of a spill, the Contractor shall begin immediate containment and cleanup using appropriate materials. Cleanup shall take precedence over normal work. Cleanup includes proper disposal of any spilled materials and used cleanup materials.
7. The general configuration of Lake Stevens is shown on the Attachment A map at the end of this section.
8. The contractor is responsible for all staging area setup, security, cleanup, and restoration of areas to their original condition following completion of the application.
9. The contractor is responsible for the purchase, delivery, scheduling, and application of all chemicals, including all labor/handling.
10. The contractor shall keep daily logs, which shall be provided to the City each day of treatment, stating the following minimum information:
 - a. Hours of application
 - b. Quantity of material applied, along with data indicating application of alum in the specified dose ratio.
 - c. Approximately acreage treated.
 - d. Approximate location of area(s) treated.
11. Prior to the start of work, the contractor shall meet in the field with the City's assigned representative. The assigned representative will be designated at the project kick off meeting.
12. Access to the Lake should be through the North Cove boat launch, located west of Main Street on 17th Street NE. Any access and operations proposed through the County's property (Wyatt Park). Contractor shall be responsible for obtaining permission from the Snohomish County Parks Department.
13. Staging during application will be allowed using a portion of the boat parking area for up to 5 calendar days.
14. Prior to commencement of work, Contractor will need to obtain a City Business License.
15. Plan for decontaminating all equipment prior to bringing equipment to the lake to prevent the introduction of any aquatic invasive species into the lake. This includes, but is not limited to, de-contamination of barge(s), boat(s), boat and vehicle trailers and tires, all

on-board gear, hoses, pumps, distribution lines, booms, barge/boat motors, personal gear such as boots, and any on-shore equipment or gear, including storage tanks, that could come in contact with lake water or allow aquatic invasive species to be washed into the lake. Minimum decontamination procedures are the Washington State Department of Fish and Wildlife Invasive Species Management Protocols, Level 1 Decontamination Protocol – Basic and, if the equipment is known to have been exposed to aquatic invasive species, Special Protocols – Boats and Other Large Aquatic Conveyances Transported Overland. These protocols may be found at <http://wdfw.wa.gov/publications/01490/wdfw01490.pdf>

16. The Contractor shall be responsible for regular inspections of all equipment used in field operations to identify and remove all EWM plant fragments. This will reduce the risk of spreading EWM to other sites.
17. Prior to commencement of work Contractor shall provide the City with a certificate of insurance with coverage and limits as specified in the Small Public Works Contract document.

PRODUCT

1. Aluminum Sulfate (Alum) will be aluminum sulfate, water treatment grade, which is the product of the reaction between sulfuric acid and a mineral rich in aluminum, such as bauxite, which is nearly saturated solution of aluminum sulfate.
2. The aluminum sulfate supplied under this standard shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects on public health or water quality.
3. Liquid alum shall contain water-soluble aluminum of 4.2 to 4.4 percent as Al^{3+} or 8.1 to 8.2 percent of Al_2O_3 .
4. The total water-soluble iron (expressed as Fe_2O_3) content of aluminum sulfate shall be no more than 0.02 percent, on a basis of 8.1 percent Al_2O_3 . in liquid alum. In liquid alum, the water-insoluble matter shall not exceed 0.02 percent. At a minimum, aluminum sulfate shall conform with the “American National Standards Institute/National Sanitation Foundation” (ANSI/NSF) Standard 60 Drinking Water Treatment Chemicals – Health Effects (2005 and previous), or Standard 61 Drinking Water System Components – Health Effects (2005 and previous), for use in drinking water.

APPLICATION

1. Application is to take place after the lake water temperature has risen to over 42° F in the upper water column (epilimnion). The application must be completed by 15th of October each year. The start to finish application time frame for the boating lake is to

be no more than 3 calendar days except as otherwise authorized by the City.
Application is to take place only when the wind speed is less than 15 mph.

2. Liquid aluminum sulfate (alum as $\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$) will be applied to the lake surface or injected into the lake from a moving barge (boat). The barge (boat) position in the lake shall be located by a satellite guiding system (GPS) with computer integrated depth sonar to continuously adjust the flow of alum, based on changing lake depth and boat speed. All areas of the lake will be applied.
3. The Contractor must employ a treatment barge (boat) with on-board chemical storage tanks and applicator for even chemical distribution. The system of chemical distribution shall have a minimum application rate of 35,000 gallons per day.
4. The Contractor shall apply a full chemical allotment of liquid alum to the Lake. The effective dose of Alum to Lake Stevens shall be 0.18 mg Al/L and within the water column of the applicator influence zone.
5. The lake pH will be monitored with a multi-probe instrument by the Owner before treatment begins, and at one (1) hour following the application during each treatment day.
 - A. Work shall be suspended if the pH is consistently less than 6.0 (± 0.05) or greater than 8.7 (± 0.05) in the collected water samples for a minimum of one (1) consecutive day(s) or if ecological effects of the treatment are observed.
 - B. The threshold for re-starting treatment shall be greater than a pH between 6.2 and 8.4 (± 0.05) and an alkalinity of 20 mg/L (± 0.5 mg/L). Owner shall perform this testing.
 - C. The Owner will conduct a field test in a bucket or barrel prior to application initiation (0.5 to 48 hours) using alum at 0.18 mg Al/L to verify that treated water is above pH 6.0 after alum addition and mixing (0.25 to 0.5 hours after being dosed).
6. The Contractor shall apply the full chemical allotment of alum as defined above. If there is a remaining supply of chemical after the Contractor has applied the specified dose due to changes in lake bathymetry, the Contractor is responsible for applying the remaining amount of chemicals to the lake uniformly in areas exceeding 2 meters (6.5feet) in depth. Note if at any time the pH of the lake water is less than 6, alum addition is to be immediately stopped until pH is greater than 6.2 and City's representative gives OK to proceed with application.
7. The Contractor shall submit the Application Log at the end of the day to the City.

HAZARDS

- A. Because the chemical used in this treatment (aluminum sulfate) is considered hazardous and the application will take place in a lake, several potential hazards exist. These hazards may include exposure to chemicals, physical hazards like docks and boats, and underwater hazards such as sunken logs, debris, boats, or utilities. Therefore, the Contractor should use caution and good judgment during the application. The Contractor should provide the proper personal protective equipment and have a plan to address any hazardous conditions or other unforeseen site conditions that may be encountered. The Contractor is responsible and holds sole liability for safe execution of the alum treatment.

PAYMENT

1. Payment shall be at the described unit as shown in the Bid Proposal and contract document. The bid price shown shall include all costs for labor, equipment, material, mobilization, de-mobilization and applicable taxes/fees required to complete the work as specified in this document.

BID PROPOSAL

The following is a description of the bid items:

Bid Item 1 - Application Strategy Plan

This is the development, revision, printing, and submittal of the Application Strategy Plan (Plan). The draft Plan must be submitted to the City in electronic format (Word 2007) and the final Plan must be submitted in PDF by email marked "Final" and in electronic format (Word 2007). Under this item should include three one hour meetings with the City. One meeting may be allowed to be performed over the phone.

Payment shall be Lump Sum.

Bid Item 2 – Implementation – Base Application

This is the purchasing of materials, handling and storage of equipment and materials, equipment and labor for preparation and application of 55,000 gallons of Alum, daily pH tests, any licenses fees, permitting fees, coordination with the City, and all other associated costs for the implementation of the application.

Payment shall be Lump Sum

Alternative Bid Item A – Additional Alum

This item is intended to be used to allow for additional Alum to be added to the application process when the Implementation –Base Application is occurring. Notification from the City will be provided in written format specifically stating the additional volume of Alum to be added to the total contract amount as shown in Bid Item 2. This includes the purchasing of the materials, handling and storage of equipment and materials, equipment and labor for preparation and application of 1,000 gallons of Alum, daily pH tests, any licenses fees, permitting fees, coordination with the City, and all other associated costs for the implementation of the application.

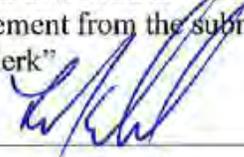
Payment shall be per 1,000 gallons.

BI #	Description	Unit Cost	Unit	Sum
1	Application Strategy Plan	\$1200.00	LS	\$ 1,200.00
2	Implementation	\$89,900.00	LS	\$ 89,900.00
BASE BID				\$
A	Additional Alum	\$1,200.00	1k/gal	\$ 1,200.00

Note: All costs to include sales tax.

Signature of an Authorized Representative

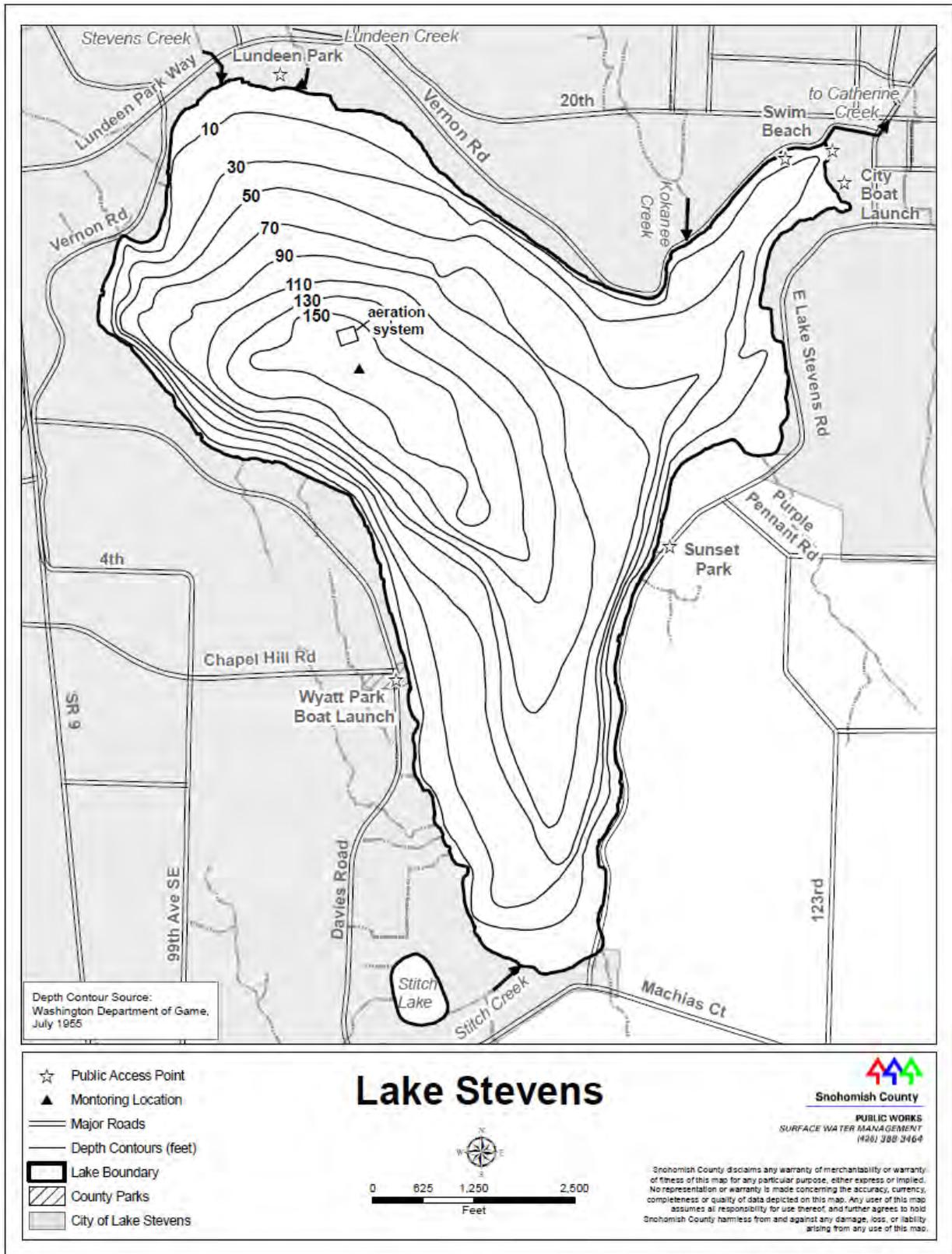
The submitted Bid Proposal must be sealed and submitted to City Hall no later than 3:00 PM on 4th August 2016. Post marks do not count. The mailing address is POB 257, Lake Stevens, WA 98258-0257 or hand delivered at 1812 Main Street, Lake Stevens. The envelop needs to be labeled have a statement from the submitting company that says: "Aluminum Sulfate Treatment – Attention City Clerk"

Signature:  Date: 7/30/2016

Name: Tony McAlabb

Title: Manager

ATTACHMENT A





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: September 13, 2016

Subject: Interlocal Agreement with Snohomish County re Surface Water Management

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Approve the Interlocal Agreement with Snohomish County for Surface Water Management Billing Services**

SUMMARY/BACKGROUND:

The City has participated in an Interlocal agreement with Snohomish County for a number of years wherein Snohomish County invoices residents for the City's portion of the surface water management fees on property tax bills and then returns the collected fees to the City. The new Interlocal Agreement is essentially the same as in previous years, with the exceptions that Snohomish County (1) is requiring that the City have a low income senior/disabled person exemption that matches how the County implements the exemption under RCW 84.36.381; and (2) that the ILA includes provisions for passing any additional charges on to the City in the event there are insufficient lines available on the tax statement necessitating SWM billing on a separate statement.

Regarding the low income senior/disabled person exemption, Staff is recommending that LSMC 11.04.070 be amended. It is anticipated that Item No. (2) will have no impact on the City. The City Attorney has reviewed and approved the Interlocal Agreement.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: N/A

ATTACHMENTS:

- ▶ Exhibit A: Interlocal Agreement with Snohomish County for Surface Water Management Billing Services

INTERLOCAL AGREEMENT FOR SURFACE WATER MANAGEMENT BILLING SERVICES

This INTERLOCAL AGREEMENT FOR SURFACE WATER MANAGEMENT BILLING SERVICES (this "Agreement") is made and entered into as of this _____ day of _____, 2016, by and between the **CITY OF LAKE STEVENS**, a Washington municipal corporation (the "City"), and **SNOHOMISH COUNTY**, a political subdivision of the State of Washington (the "County").

RECITALS

WHEREAS, the City recognizes the need for comprehensive surface water management to preserve and protect the environment, public and private property and the health and welfare of its citizens; and

WHEREAS, the City represents that it has adopted the necessary legislation authorizing the City to enter into this Agreement and to establish a surface water management program and service charge; and

WHEREAS, the County has systems, staffing and workflows in place for billing surface water management service charges which can be used for another jurisdiction's billing when an interlocal agreement is entered into for that purpose; and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies, including cities and counties, to enter into cooperative agreements with one another to make the most efficient use of their respective resources; and

WHEREAS, the City and the County are the parties to that certain Interlocal Agreement between Snohomish County and the City of Lake Stevens, dated July 28, 1998, and recorded under Snohomish County Auditor's File No. 9807311210 (the "1998 ILA"), which has been renewed on an annual basis through calendar year 2016; and

WHEREAS, the City now desires to have the County continue to perform surface water management billing services for the City, and the County agrees to perform said services, all under the terms and conditions described in this Agreement; and

WHEREAS, the City and the County intend that this Agreement shall replace and supersede the 1998 ILA. Accordingly, if and when this Agreement becomes effective, the 1998 ILA shall immediately terminate and be of no further force or effect;

AGREEMENT

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

1. PURPOSE AND ADMINISTRATION

1.1 Purpose of Agreement

This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. The purpose and intent of this Agreement is for the County to perform surface water management billing and collection services for properties located within the incorporated limits of the City and within the County. The Agreement establishes a means whereby the County can act as the City's agent in performing the services. The City shall cooperate with the County to the extent reasonably necessary for accomplishing the services, and shall reimburse the County for the County's costs incurred in performing the services, as more fully described in Section 4 below. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

1.2 Administrators

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

City's Initial Administrator:

Barb Stevens
City of Lake Stevens
Finance Department
1812 Main St., PO Box 257
Lake Stevens, WA 98258
Telephone: (425) 212-3311
Facsimile: (425) 334-0835
Email: BStevens@lakestevenswa.gov

County's Initial Administrator:

Kent Barbeau
Snohomish County
Department of Public Works
3000 Rockefeller Avenue M/S 607
Everett, WA 98201
Telephone: (425) 388-6459
Facsimile: (425) 388-6455
Email: Kent.Barbeau@snoco.org

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

1.3 Condition Precedent to Effectiveness

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has been: (i) duly executed by both parties; and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website.

2. TERM

The term of this Agreement (the “Term”) shall commence on January 1, 2017 (the “Commencement Date”), and shall expire on December 31, 2026 (the “Expiration Date”); PROVIDED, HOWEVER, that the County’s obligations after December 31, 2016, are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with the Snohomish County Charter and applicable law.

3. SERVICE CHARGE BILLING AND COLLECTIONS SERVICES

3.1 Service Charges

Chapter 11.04 of the Lake Stevens Municipal Code (“LSMC”) imposes on real property located within the City certain service charges (the “Service Charges”) to fund the City’s storm and surface water management utility. Each calendar year during the Term of this Agreement, the City shall have the option to instruct the County to handle for the City billing and collection of the Service Charges, as more fully described in this Section 3. The City shall at all times remain responsible for establishing rates for the Service Charges.

3.2 County Responsibilities

- (i) The County will maintain customer information systems as necessary to provide for Service Charges billing and collection.
- (ii) The County shall collect Service Charges from real property owners within the incorporated limits of the City and lying within Snohomish County using a combined property tax and surface water billing statement in accordance with rate categories provided by the City, PROVIDED, HOWEVER, that the rate categories of the City shall conform to the County’s Surface Water Management rate categories. The County shall not bill or collect Service Charges for public rights-of-way, federal real property, and real property without a Snohomish County tax parcel number.
- (iii) The County shall deposit the Service Charges received into a separate account and will disburse the Service Charges to the City, less any accrued interest, in accordance with Section 3.4 of this Agreement. The County shall not be responsible to the City for any Service Charges not received by the County for any reason whatsoever.
- (iv) The County, through its Surface Water Management Division, shall provide the City with information about accounts three full years delinquent (the “Delinquent Accounts”) by the end of each calendar year.
- (v) The County shall respond to ratepayer inquiries regarding processes within the County’s control and refer to the City all other customer service inquiries related to billing, revenue collection, and actions against Delinquent Accounts.

- (vi) The County may provide other incidental services that are reasonably related to the billing and collection of the Service Charges as requested by the City and determined appropriate by the County.

3.3 City Responsibilities

- (i) For each calendar year during the Term of this Agreement, the City shall ensure it has provided legal authority for this Agreement by enacting legislation which:
 - (a) Authorizes the County to collect Service Charges from owners of real property located in the City; and
 - (b) Permits the County to act as the City's agent for collecting the Service Charges and providing related services.
- (ii) On or before December 1 of each calendar year during the Term of this Agreement, the City shall provide to the County the rate structure for the Service Charges as adopted in the LSMC for the following calendar year. All classifications, exemptions, credits, and non-standard charges of such rate structure shall conform to the County's existing Surface Water Management rate structure. The City further agrees that if an exemption is cancelled after the date of mailing of the combined property tax and surface water billing statement, the change in exemption status will not go into effect until the following year.
- (iii) The City shall respond to ratepayer inquiries regarding Service Charges and processes within the City's control, including actions against Delinquent Accounts.
- (iv) Upon receiving information from the County about the Delinquent Accounts as provided in section 3.2(iv) above, the City shall, within sixty (60) days, furnish the County with a written authorization to remove the Delinquent Accounts from the tax rolls and to cease collection efforts. Thereafter, the City shall be responsible for all actions against Delinquent Accounts. The County shall retain any interest or penalties collected by the County prior to removing the Delinquent Accounts from the tax rolls.
- (v) The City shall be responsible for billing and collecting Service Charges for public rights-of-way, federal real property, and real property without a Snohomish County tax parcel number.
- (vi) For each calendar year during the Term of this Agreement, the City shall pay to the County an Annual Service Fee as defined in Section 4 below.

3.4 Delivery of Service Charges

In any calendar year for which the County collects Service Charges for the City, the County shall deliver to the City the Service Charges it collects, without any accrued interest, according to the following schedule, or such other schedule as the parties may agree upon:

- (i) By May 31, the County shall deliver to the City all Service Charges collected for the months of January, February, March and April.
- (ii) By August 31, the County shall deliver to the City all Service Charges collected for the months of May, June and July.
- (iii) By November 30, the County shall deliver to the City all Service Charges collected for the months of August, September and October.
- (iv) By January 31 of the following calendar year, the County shall deliver to the City all Service Charges collected for the months of November and December.

4. COMPENSATION

4.1 County Estimate of Annual Service Fee

The City shall reimburse the County for all reasonable costs and expenses incurred by the County related to the billing and collection of Service Charges (the "Annual Service Fee") under this Agreement. On or before June 30 of each calendar year during the Term of this Agreement, the County shall deliver to the City a written non-binding estimate (the "Estimate") of the Annual Service Fee for the following calendar year. The Estimate shall describe in reasonable detail the amount of time anticipated to be spent by the County on services and the cost of any material or equipment expected to be used by the County in performing its obligations under this Agreement.

4.2 City Response to the County Estimate

The City may respond to the Estimate within thirty (30) days by delivering written notice to the County identifying any errors or omissions contained in, or other corrections needed to, the Estimate.

4.3 Invoicing and Payment

On or before June 30 of each calendar year during the Term of this Agreement, the County shall submit an invoice for the Annual Service Fee to the City. The invoice shall describe in reasonable detail the amount of time spent by the County on services and the cost of any material or equipment used by the County in performing said services for the preceding calendar year. The City shall pay the invoice within thirty (30) days of receiving same. The invoice shall be sent to the following address:

Attn: Joan Norris

City of Lake Stevens
P.O. Box 257
Lake Stevens, WA 98258

4.4 Invoice Dispute and Remedy

The City shall respond in writing to the County within ten (10) days of receiving the County invoice advising the County of any errors or omissions contained in, or other corrections needed to, the invoice. The County shall respond to each City concern with sufficient documentation to support the charge or adjust the invoice if it is in error. The County shall provide explanation where charges deviate from the estimate. When the City and County have agreed that charges listed in the invoice or adjusted charges accurately represent the true cost of reimbursement, the City shall have thirty (30) days to pay the revised invoice.

4.5 Combined Property Tax and Surface Water Billing Statement

The County's combined property tax and surface water billing statements (the "Tax Statement") contains all taxes and charges levied or otherwise imposed on a subject parcel by all taxing jurisdictions within a tax code area. The form of Tax Statement has a line item limit to the number of taxes and charges that can appear on a single page Tax Statement. At present, the County Treasurer is able to print on a single page all taxes and charges, including the Service Charges, for the tax code areas affected under this Agreement. However, should additional voted levies be added to the Tax Statement so as to necessitate an additional Tax Statement, the County reserves the right to charge the City a proportionate share (as calculated by reference to the total number of other non-voted levies on the Tax Statement) of the cost of producing and mailing the additional Tax Statement. The cost per each additional thousand Tax Statements shall include, but not be limited to, the following expenses: (a) mailing and remittance envelopes; (b) statement printing; (c) statement paper; (d) postage; (e) mailing processing, including processing for any informational inserts printed by the City and delivered to the processor, all at the City's sole expense; (f) overhead costs, including software investment costs, as calculated by the County Treasurer; and (g) proportional share of salary and benefits for three staff persons as calculated by the County Treasurer.

5. INDEPENDENT CONTRACTOR

All work performed by the County pursuant to this Agreement shall be performed by the County as an independent contractor and not as an agent or employee of the City. The County shall furnish, employ, and have exclusive control of all persons to be engaged in performing the County's obligations under this Agreement (collectively, the "County Personnel") and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. The County Personnel shall for all purposes be solely the employees or agents of the County and shall not be deemed to be employees or agents of the City for any purpose whatsoever. With respect to the County Personnel, the County shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of labor, working conditions, payment of

wages and payment of taxes, such as employment, Social Security, and other payroll taxes including applicable contributions from the County Personnel when required by law.

6. TERMINATION FOR CONVENIENCE

This Agreement may be terminated by either party for any reason or for no reason, by giving ninety (90) days advance written notice of termination to the other party. Any termination notice delivered pursuant to this Section 6 shall specify the date on which the Agreement will terminate. If this Agreement is terminated pursuant to this Section 6, the County shall continue performing services through the date of termination. The City shall compensate the County for all services performed by the County through the date of termination. The City's obligation to make such final payment to the County shall survive the termination of this Agreement.

7. COMPLIANCE WITH LAWS

The City and the County shall at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction.

8. INDEMNIFICATION

Each party shall defend, protect and hold harmless and indemnify the other party from and against all claims, suits or actions arising from any intentional or negligent act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing under the terms of this Agreement.

9. LIABILITY RELATED TO CITY ORDINANCES, POLICIES, RULES AND REGULATIONS

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

10. DEFAULT AND REMEDIES

If either party to this Agreement fails to perform any act or obligation required to be performed by it hereunder, the party to whom such performance was due shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured

within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure, the party to whom the performance was due shall have the right to exercise any or all rights and remedies available to it at law or in equity.

11. PUBLIC DISCLOSURE LAWS

The City and the County each acknowledges, agrees and understands that the other party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and the County's performance of services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law. Neither the City nor the County anticipates that the performance of either party's obligations under this Agreement will involve any confidential or proprietary information.

12. NOTICES

Each notice, demand, request, consent, approval, disapproval, designation or other communication that is required to be given by one party to the other party under this Agreement shall be in writing and shall be given or made or communicated by (i) United States registered or certified mail, postage prepaid, return receipt requested, (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or DHL) that provides receipts to indicate delivery, (iii) by personal delivery, or (iv) by facsimile (with proof of successful transmission). All such communications shall be addressed to the appropriate Administrator of this Agreement, as that term is defined in Section 1.2 above. All notices shall be deemed given on the day each such notice is personally delivered, transmitted by facsimile (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

13. MISCELLANEOUS

13.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by written agreement executed by both parties.

13.2 Interpretation

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this

Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

13.3 Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

13.4 No Waiver

A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by a party of any particular Default constitute a waiver of any other Default or any similar future Default.

13.5 Assignment

This Agreement shall not be assigned, either in whole or in part, by either of the parties hereto. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

13.6 Warranty of Authority

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

13.7 No Joint Venture

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

13.8 No Third Party Beneficiaries

This Agreement is made and entered into for the sole benefit of the City and the County. No third party shall be deemed to have any rights under this Agreement; there are no third party beneficiaries to this Agreement.

13.9 Execution in Counterparts

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

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

THE CITY:

City of Lake Stevens, a Washington
municipal corporation

By _____
Name: _____
Title: _____

THE COUNTY:

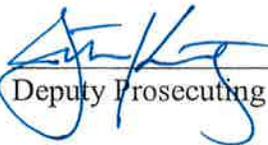
Snohomish County, a political subdivision of
the State of Washington

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

Approved as to Form:

 8/8/16

Deputy Prosecuting Attorney



This page left blank intentionally



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: September 13, 2016

Subject: Ordinance No. 971 Amending LSMC 11.04.060 Billing

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Approve Ordinance No. 971 Amending LSMC Chapter 11.04- Storm Water Management, Section 11.04.060 Billing and Section 11.04.070 Rates for Specific Classes of Users**

SUMMARY/BACKGROUND:

Under the Interlocal Agreement with Snohomish County for Service Water Management Billing Services, the City is required to adopt the provisions of RCW 84.36.381 providing an exemption for senior citizens or disabled persons. This language has been added to LSMC 11.04.060.

The amendments to LSMC 11.04.070 Credits Allowed provide that rate adjustment requests will be directed to the Finance Director or designee, rather than to the Public Works Department, and also that any rate adjustments by senior or disabled persons must be persons qualified as such under RCW 84.36.381.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: N/A

ATTACHMENTS:

- ▶ Exhibit A: Ordinance No. 971

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

ORDINANCE NO. 971

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON AMENDING ORDINANCE 549 AND LAKE STEVENS MUNICIPAL CODE (LSMC) CHAPTER 11.04 – STORM WATER MANAGEMENT UTILITY, SECTION 11.04.060 – BILLING AND SECTION 11.04.070 – RATES FOR SPECIFIC CLASSES OF USERS, PROVIDING FOR SEVERABILITY, ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION.

WHEREAS, the City of Lake Stevens adopted Ordinance 549, Creating a New Lake Stevens Municipal Code Chapter 11.04, Storm Water Management Utility, which became effective on August 25, 1997; and

WHEREAS, LSMC 11.04.060 – Billing establishes the process for orderly billing for the Storm Water Management Utility; and

WHEREAS, LSMC 11.04.070 – Credits Allowed provides that requests for rate adjustments for Storm Water Management Utility services be made to the Public Works Department; and

WHEREAS, the City wishes to update references within LSMC Sections 11.04.060 and 11.04.070

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

Section 1. LSMC 11.04.060 – Billing is hereby amended as follows:

11.04.060 Billing.

A. The charges imposed by this chapter shall be as stated in the fees resolution. All charges shall be billed either through the County's current method of billing or in conjunction with the property user's sanitary sewer bill issued by the City.

B. In 1999 and thereafter, the City will collect the stormwater utility fees through Snohomish County or contract with another agency, or may elect to establish a monthly schedule.

1. All parcels subject to charges of the utility shall be billed on the property characteristics existing on November first of the year prior to the billing year and at a rate set forth in this chapter. Billing year is the year that the bills are sent.

2. If the City establishes a monthly billing plan, then the charges imposed by this chapter would be billed in conjunction with the property or user's customary sanitary sewer bill issued by the City. Such charges shall be due and payable as provided herein. In the event a property does not have sanitary sewer service but is subject to the charges imposed herein, a new account shall be established and that property shall be billed

separately for the surface water drainage service charges.

C. Senior Citizen or Disabled Person Exemption.

The following types of real property shall be presently exempt from the City's stormwater rates and charges:

Real Property that is owned by, and is the personal residence of, a person or persons approved by the county assessor for a senior citizen or disabled persons property tax exemption under RCW 84.36.381.

Section 2. LSMC 11.04.070 is hereby amended as follows:

11.04.070 Credits Allowed.

A. Any person billed for service charges may file a "Request for Rate Adjustment" with the ~~Public Works Department~~ Finance Director or designee within 2 years of the date from which the bill was sent. However, filing of such a request does not extend the period for payment of the charge.

B. Requests for rate adjustment may be granted or approved by the Director only when one of the following conditions exists:

1. The parcel is owned and is the personal residence of a person or persons qualified as a low-income senior citizen or low income disabled persons ~~as described in Lake Stevens Municipal Code Chapter 6.20.020, subsection (1), (2), and (3) under RCW 84.36.381;~~
2. The acreage of the parcel charged is in error;
3. The parcel is nonresidential and the actual impervious surface coverage of the parcel charged places it in a different rate category than the rate category assigned by the division;
4. The parcel is nonresidential and the parcel meets the definition of open space as defined in this chapter. Parcels qualifying hereunder will be charged only for the area of impervious surface and at the rate which the parcel is classified under using the total parcel acreage;
5. The parcel is served by one or more retention/detention facilities required or can be demonstrated by the property owner to provide retention/detention of surface and stormwater to the standards set forth by the City and maintained at the expense of the parcel owner to the standards required by the Department of Public Works. Nonresidential parcels except in the light rate or very light rate categories qualifying hereunder shall be charged at the rate of one lower rate category than it is classified by its percentage of impervious surface coverage;
6. The parcel is owned or leased by a public school district which provides activities which directly benefit the City's Surface Water Utility. The activities may include: curriculum specific to the issues and problems of surface and stormwater management, and student activities in the community to expose students to the efforts required to

restore, monitor or enhance the surface and storm water management system. Pursuant to RCW 36.89.085, the amount of the rate adjustment shall be determined by the Director based upon the cost of the activities to the school district but not to exceed the value of the activity to the Surface Water Utility. Determination of which activities qualify for the surface water utility service charge reduction will be made by the ~~Public Works Department~~ Finance Director or designee. Reductions in surface water utility charges will only be granted to the school district if they provide programs that have been evaluated by the ~~Public Works Department~~ Finance Director or designee. The rate adjustment for the school district activity may be applied to any parcel in the service area which is owned or operated by the school district; or

7. The utility charge bill was otherwise not calculated in accordance with the terms of this chapter.

C. The property owner shall have the burden of proving that the rate adjustment sought should be granted.

D. Decisions on requests for rate adjustments shall be made by the Director based on information submitted by the applicant and by the ~~Public Works~~ Finance Department within 30 days of the adjustment request except when additional information is needed. The applicant shall be notified in writing of the Director's decision. If an adjustment is granted which reduces the charge for the current year or 2 prior years, the applicant shall be refunded the amount overpaid in the current and 2 prior years.

If the Director finds that a service charge bill has been undercharged, then either an amended bill shall be issued which reflects the increase in the utility charge or the undercharged amount will be added to the next year's bill. This amended bill shall be due and payable as provided in RCW 36.89.090, 36.89.092 and 35.67.200, at the rate of 12 percent per annum, or such rate as may hereafter be authorized by law, computed on a monthly basis from the date of delinquency until paid. The Director may include in the bill the amount undercharged for 2 previous billing years in addition to the current bill.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be 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 ordinance.

Section 4. 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 full force and effect five days after its publication in the City's official newspaper.

PASSED by the City Council of the City of Lake Stevens this _____ day of September, 2016.

John Spencer, Mayor

ATTEST/AUTHENTICATION:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First and Final Reading: September 13, 2016

Published: _____

Effective Date: _____



This page left blank intentionally

EXHIBIT A

RESOLUTION NO. 2016-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS DECLARING AN EMERGENCY, AUTHORIZING REPAIRS OF LAKE STEVENS BOAT LAUNCH RAMP, AND AUTHORIZING CITY PERSONNEL TO TAKE ALL SUCH ACTIONS AS ARE NECESSARY TO REMEDY AND ABATE SAID EMERGENCY.

WHEREAS, in early-August 2016 a vehicle putting in a water craft at the City's southern boat launch rolled into the lake which required a tow truck to cable the vehicle out; and

WHEREAS, the vehicle rolling into the lake was determined by the Police Department to be the result of a driver leaving his vehicle and not properly restraining the vehicle; and

WHEREAS, upon the City Engineer's post incident site investigation of the ramp's condition it was discovered that there was damage to the southern ramp that included loose concrete ramp planks and broken plank bars; and

WHEREAS, the City Engineer determined for the safety of the public that the southern ramp be closed until repairs could be performed with the northern ramp remaining open; and

WHEREAS, the Department of Fish and Wildlife was requested by the City to provide assistance in assessing the condition and possible recommendations on repair methods on the southern ramp; and

WHEREAS, the Department of Fish and Wildlife determined that the condition of the southern ramp was beyond repair; and

WHEREAS, the entire ramp, north and south, are funded to be replaced by the Department of Fish and Wildlife in the next three years; and

WHEREAS, the City is making efforts with the State to accelerate this replacement project; and

WHEREAS, currently only the north ramp remains open and due to the higher usage of this ramp the northern edge is getting washed out by prop wash; and

WHEREAS, this washed out area creates a safety issue of trailer and vehicles driving off the ramp edge which could result in injury and property damage; and

WHEREAS, repairs of this issue can be addressed by the placement of a rock material in this washed out area; and

WHEREAS, if this condition is not addressed quickly, closure of the entire boat ramp will be required until repairs or replacement work is performed; and

WHEREAS, this is a regionally significant access point for recreational watercraft to enter and depart the lake; and

WHEREAS, a second boat launch for Lake Stevens, Wyatt under Snohomish County, does exist but due to limited vehicle with trailer parking would not be able to accommodate the demand for recreational access; and

WHEREAS, the City will be submitting for an emergency State permit to allow for the temporary repair to be performed as soon as possible and to allow for future temporary work until the replacement of the City's ramps is complete; and

WHEREAS, based upon sound engineering judgment, the above described circumstances pose a significant and continuing risk to the health, safety and welfare of the public and the environment if immediate measures are not taken to preserve, protect, repair and replace conditions affecting the existing boat ramp; and

WHEREAS, the above circumstances are unforeseen and beyond the control of the City of Lake Stevens and present a real, immediate threat to the proper performance of essential public functions and may likely result in material loss or damage to property, public health, bodily injury or loss of life if prompt action is not taken; and

WHEREAS, the above described circumstances justify declaring an emergency which requires immediate action by the City;

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

- 1.) An emergency exists and property, persons and the environment would suffer material injury or damage by delay, and the public health, safety and welfare would suffer material injury or damage by delay, and as such, an emergency is now hereby declared to exist.
- 2.) The existence of such emergency and the facts constituting the emergency are set forth in the recital paragraphs of this resolution. Said facts and circumstances are hereby adopted as findings of the Lake Stevens City Council and justify the declaration of emergency.
- 3.) The City Council authorizes and directs City staff to make requests and apply as necessary to City, County, State and Federal agencies for waiver, deferral or expedited processing of permits and to otherwise take all actions necessary and required to abate and remedy said emergency conditions.

- 4.) This resolution is intended to be liberally construed to effectuate the purpose of protecting the public health, safety and welfare to avoid and/or mitigate risk associated with the failure of the southern ramp and damage to the northerly ramp in an efficient, expedited and orderly manner.
- 5.) The City Council does hereby waive the requirements of RCW 35A.40.210 and RCW 35.23.352 requiring public bidding and authorizes the emergency contract for repair and stabilization of the northern boat ramp for the remediation of the emergency.
- 6.) If any section, subsection, sentence, clause, phrase or word of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this resolution.

PASSED by the City Council of the City of Lake Stevens this _____ day of September 2016.

John Spencer, Mayor

ATTEST:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** 13 Sept 2016
Date: _____

Subject: Aerator Removal Evaluation Professional Service Agreement Supplement No. 1

Contact	Mick Monken	Budget	\$3,726.65
Person/Department:	<u>Public Works</u>	Impact:	_____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute Professional Service Agreement Supplemental No. 1 with CRUX Diving & Salvage, Inc. for an amount of \$3,726.65 to cover Errors and Omission Liability insurance for the evaluation of the Lake Stevens Aerator for future removal.

SUMMARY/BACKGROUND: The Council authorized a contract with CRUX Diving & Salvage at the 23rd August 2016 Council meet for an amount of \$11,940.00. During the execution of the contract, CRUX realized that they would be required to provide Errors and Omissions liability insurance which they had not included in their initial proposal. The reason this was overlooked by CRUX is that errors and omissions liability insurance is typically not required for the type of service that they provide.

The \$3,726.65 covered by this Supplemental agreement is a pass-through by CRUX and would have been a cost normally covered in a PSA contract. The reason that the City is requiring liability insurance with this contract is to provide protection to the City against exposure to liability resulting from professional errors or omissions in the services performed by CRUX pursuant to this Agreement.

BUDGET IMPACT: General Fund which will require a budget adjustment

ATTACHMENTS:

- ▶ Attachment A: Professional Service Agreement Supplement No. 1

Attachment A
SUPPLEMENTAL AGREEMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF LAKE STEVENS AND
CRUX DIVING AND SALVAGE, INC. FOR LAKE STEVENS AERATOR REMOVAL
EVALUATION

This Supplemental Agreement No. 1 is made and entered into on the ____ day September of 2016, between the City of Lake Stevens, hereinafter called the "City" and CRUX Diving and Salvage, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for Lake Stevens Aerator Removal Evaluation, hereinafter called the "Project," said Agreement being dated 30th August 2016; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for Consultant's Errors and Omission Liability Insurance, 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 30th August 2016, 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 IV.1 Payments, Section (a), the second sentence is amended to include the additional Consultant fee of 3,726.65 and shall read as follows: "In no event shall the compensation paid to Consultant under this Agreement exceed \$15,666.65 without the written agreement of the Consultant and the City."

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

Original Agreement	\$11,940.00
Supplemental Agreement No.1	\$ 3,726.65
Supplemental Agreement No.2	\$ _____
Supplemental Agreement No.3	\$ _____
Grand Total	\$15,666.65

|

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

CRUX DIVING AND SALVAGE, INC.

By: _____
John Spencer, Mayor

By: _____

Printed Name & Title

ATTEST/AUTHENTICATED

By: _____
Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

EXHIBIT A1

SCOPE OF SERVICES

Supplement No. 1 covers for the cost for the Consultant to provide Errors and Omission Liability Insurance with no changes to the original Scope of Services.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda September 12 ,2016
Date: _____

Subject: Small Cellular Facility Consortium

Contact	Russ Wright / Mary Swenson	Budget	\$15,000
Person/Department:	Planning & Community Development / Administration	Impact:	

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

SUMMARY/BACKGROUND: A company named Mobilitie has approached the city of Lake Stevens and multiple other jurisdictions in the tri-county area about entering the Puget Sound market. In 2015, Mobilitie identified itself as a “utility company that designs, builds, operates, and maintains telecommunications infrastructure solutions...” Mobilitie represents a new technology for developing small cellular facilities that may include data transmission lines, small cellular antennae, and related equipment. The focus of its business model is to provide a data stream infrastructure that can fill gaps in cellular and network coverage and data streams by providing multiple small cellular arrays located on utility poles in the right-of-way. Their current goal is to develop a “hybrid transport network” often referred to as a “backhaul” system that transports data for telecommunication carriers. Other cellular companies including AT&T and Verizon may also have plans to deploy similar technology.

Several issues have surfaced locally and regionally when considering these new hybrid transport networks or small cellular facility companies. The largest issue is that jurisdictions are not sure how to categorize these companies i.e., are they a utility or telecommunication company and are these companies subject to franchise agreements and fees. Other issues will relate to the siting of facilities, potential need for installing new poles of greater height, including residential areas, to complete data infrastructure and the need for screening. Mobilitie would like to receive a blanket permit or a master approval in each jurisdiction. This may be an efficient approach, but it may limit local land use controls in the process. Many local codes, including Lake Stevens’, do not adequately address these small cellular facilities.

Ogden Murphy Wallace (OMW) has coordinated a consortium of cities to address many of the legal and technical questions posed above. Fifteen cities have joined the consortium, with another five cities considering joining. The benefit of joining the consortium is that there will be a uniform approach implemented throughout the tri-county area and there will be upfront legal review and technical expertise provided from OMW on local, state or federal regulations. The consortium has already developed a robust application form to provide adequate information to enable each city to evaluate the scope of services, new infrastructure, and financial implications with associated right-of-way / franchise agreements. Next steps will be to develop a model ordinance for participating jurisdictions.

Each new city that joins the consortium is charged \$5,000 to join the group. After joining, each jurisdiction would pay up to 5% of ongoing legal fees, estimated to be \$5,000 – \$10,000 per city. The more cities that join the lower ongoing costs will be. The city can recover a portion of this investment from an application

fee/deposit if adopted in the city's fees resolution. Local legal review costs incurred to negotiate use agreements and prepare other documents would also diminish significantly.

Staff is seeking direction from the City Council on this matter and is recommending that City Council authorize the city to join a multi-city consortium for the purpose of developing a model ordinance, lease/franchise agreement and ongoing legal support for the implementation of small cellular facility regulations at a future meeting.

BUDGET IMPACT: Not to exceed \$15,000.
