

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 WORKSHOP MEETING AGENDA

Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street NE, Lake Stevens

Tuesday, November 8, 2016 – 6:00 p.m.

DISCUSSION: 2017 Legislative Priorities

Doug Levy

EXECUTIVE SESSION: Personnel

CITY COUNCIL REGULAR MEETING AGENDA

Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street NE, Lake Stevens

Tuesday, November 8, 2016 – 7:00 p.m.

NOTE:

WORKSHOP ON VOUCHERS AT 6:45 P.M.

CALL TO ORDER: 7:00 P.M. Mayor Pro Tem

PLEDGE OF ALLEGIANCE Council President

ROLL CALL:

APPROVAL OF AGENDA: Council President

GUEST BUSINESS:

COUNCIL BUSINESS: Council President

MAYOR'S BUSINESS:

CITY DEPARTMENT REPORT: Update

CONSENT AGENDA:

- *A Approve 2016 Vouchers Barb
- *B Approve City Council Workshop Meeting Minutes of October 25, 2016 Barb
- *C Approve City Council Regular Meeting Minutes of October 25, 2016 Barb
- *D Approve City Council Special Meeting Minutes of October 26, 2016 Barb
- *E Approve First Amendment to Interlocal Agreement for Joint Planning and Development of Public Library and City Civic Facilities Mary

Lake Stevens City Council Regular Meeting Agenda

November 8, 2016

- *F Library District Pros & Cons Mary
- *G Award Contract for Grade Road As-Built Survey Mick
- *H Approve Budget and Authorize Mayor to Enter Into Professional Services Agreement for Geotechnical Services re Temporary City All Facility Placement Mick
- *I Authorize Mayor to Enter Into Professional Services for Environmental Site Assessment for Future Temporary City Campus and North Cove Park Site Mick
- *J Approve Purchase and Authorize Mayor to Enter Into Purchase Agreement with Pacific Mobile Structures for New Modular Building for Temporary City Hall Mick
- *K Approve Interlocal Agreement with Snohomish Conservation District Mick

PUBLIC HEARINGS:

PUBLIC HEARING FORMAT:

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

- *A. Approve First Reading of Ordinance No. 975 – 2017 Budget Barb

ACTION ITEMS:

- *A Approve Ordinance No. 976 – 2017 Property Tax Levy Barb
- *B Approve Ordinance No. 977 – Declaration of Substantial Need for Setting Limit Factor for the 2017 Property Tax Levy Barb
- C Approve 2017 Legislative Priorities Mary

EXECUTIVE SESSION:

ADJOURN

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

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

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



CITY DEPARTMENT REPORT
November 8, 2016 CITY COUNCIL MEETING

Police Department

- I am continuing to implement my 30/60/90 day plan.
- **Graduation** – Officer Schedler graduated from the Police Academy on 10-26-16. He has now started the Field training portion of his training. This typically lasts about 3 months.
- **Entry level interviews** – Interviews were held to update our civil service list for entry level and lateral positions. We interviewed 19 total. We will be selecting one from the updated list right away, as backfill for the Detective Sergeant position. Attracting solid and qualified applicants is a huge challenge for all Police Agencies. We will be taking a hard look at this in 2017, to see how we can “stand out” in getting quality applicants.
- **100%** - We just had our ACCESS audit, and received 100%. ACCESS refers to how we safeguard information we receive from the state and federal government. This is why we have to sign people in and out of the building, so that we can guarantee that people who are not ACCESS authorized do not have access to this information. Great job to Julie Ubert, who has been striving for a 100% for years.
- **Lund Orthodontics** – We are now working with Lund Orthodontics to help make their spaces safer. They have an increasing problem with drug use on their property. I bring this to Council’s attention to highlight that we are moving forward in creating partnerships with citizens and other City departments to try and address issues which impact quality of life issues for citizens. Another example of this was the abandoned house on Soper Hill.
- **Branding** - We will be working in the next few weeks to improve our online and social media presence, to make it more useful and relevant to Lake Stevens citizens.
- **Halloween** – We had a good Halloween, and I see the event downtown as a good part of that. The LSPD will be expanding our presence in these types of events, as these events have a positive effect on public safety.

Public Works Department

- Traffic speed bump, humps, and tables – In response to a citizen requesting the Council for the placement of speed bump or humps, staff was directed to bring this subject before the Public Works Sub-committee. The Sub-committee was opposed to the placement of any type of device within a drive lane that would deliberately create a roadway obstruction.
- 36th Street NE Bridge foundation bridge repair – a temporary measure has been installed but due to the higher water flows, work has been delayed in getting the final foundation repaired. The bridge will continue to remain open but be restricted to a single lane until this last repair can be completed.

- Aerator riser removal – the contractor expects to remove the riser from the lake by mid-December this year.
- Alum treatment – application is currently scheduled to be performed the week of 14th November 2016.

Human Resources Department

- Interviewed 19 entry level and 2 lateral Police Officer candidates last Thursday and Friday.
- The City has achieved 52% participation in the AWC WellCity Health Questionnaire, which counts towards our WellCity application for 2017.
- The 2016 Turkey Bowl is scheduled for Wednesday, November 16, 2016 at noon. Councilmembers are invited.
- The next Civil Service Commission meeting is scheduled for Wednesday, November 16, 2016.
- Work continues on the City's hazardous chemical inventory.
- The City's United Way campaign began on November 1st. Police Records Specialist, Michelle Vanderwalker is heading up the United Way Campaign.
- A United Way kick off meeting is scheduled for November 14th at 11:30 a.m. for employees to learn about United Way.

**BLANKET VOUCHER APPROVAL
 2016**

Payroll Direct Deposits	11/1/2016	\$151,203.57
Payroll Checks	41355-41356	\$5,040.41
Tax Deposit(s)	11/1/2016	\$58,894.74
Electronic Funds Transfers	ACH	\$235,554.30
Claims	41354, 41357-41428	\$631,821.97
Void Checks		
Total Vouchers Approved:		\$1,082,514.99

This 8th day of November 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



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Checks to be Approved for 10/21/2016 to 11/3/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Ace Hardware	41357						Check Total	\$1,295.58
		11/3/2016	52299	001-010-576-80-31-04	PK-North Cove Park Ops	Bolts for North Cove Dock	\$44.26	
			52330	001-012-572-20-31-00	CS-Library-Office & Operating	LED light bulbs for the library restroom	\$14.15	
			52333	101-016-544-90-31-02	ST-Operating Cost	Floodlights/wrench set/shoe glue	\$93.62	
			52352	001-010-576-80-31-04	PK-North Cove Park Ops	Saw Blades for North Cove Dock	\$34.83	
			52367	001-008-521-21-31-00	LE-Boating Operating	Tools to install battery charger in North River Boat	\$32.64	
			52374	001-010-576-80-31-04	PK-North Cove Park Ops	Saw Blades & Silicone for North Cove Dock	\$65.31	
			52390	101-016-544-90-31-02	ST-Operating Cost	Flares	\$461.04	
			52405	001-012-572-20-31-00	CS-Library-Office & Operating	Lock for Library repair	\$25.03	
			52406	001-007-559-30-31-01	PB-Operating Cost	Powershot stapler and staples	\$32.10	
			52414	001-012-572-20-31-00	CS-Library-Office & Operating	Electrical parts for reading lights at Reading Room	\$187.47	
			52416	001-010-576-80-31-00	PK-Operating Costs	Rubberbands	\$7.25	
				101-016-544-90-31-02	ST-Operating Cost	Rubberbands	\$7.26	
				410-016-531-10-31-02	SW-Operating Costs	Rubberbands	\$7.26	
			52419	001-012-572-20-31-00	CS-Library-Office & Operating	Electrical parts for Library repair	\$86.90	
			52479	001-010-576-80-31-00	PK-Operating Costs	Heater/tire gauge/fresh air	\$32.11	
				101-016-544-90-31-02	ST-Operating Cost	Heater/tire gauge/fresh air	\$32.11	
				410-016-531-10-31-02	SW-Operating Costs	Heater/tire gauge/fresh air	\$32.11	
			52485	001-010-576-80-31-00	PK-Operating Costs	cable cutters/electrical tools/security bits	\$24.67	
				101-016-544-90-31-02	ST-Operating Cost	cable cutters/electrical tools/security bits	\$24.67	
				410-016-531-10-31-02	SW-Operating Costs	cable cutters/electrical tools/security bits	\$24.68	
			52488	001-010-576-80-31-00	PK-Operating Costs	Halogen light bulbs	\$26.11	
AFLAC	0						Check Total	\$1,671.60
		11/3/2016	11/01/2016	001-000-284-00-00-00	Payroll Liability Other	Employee paid Insurance Prem	\$1,671.60	
Alexander Printing	41358						Check Total	\$27.30
		11/3/2016	48635	101-016-544-90-31-02	ST-Operating Cost	Business cards - Adam Emerson	\$13.65	
				410-016-531-10-31-02	SW-Operating Costs	Business cards - Adam Emerson	\$13.65	
Assoc of Washington Cities EFT	0						Check Total	\$108,050.75
		11/3/2016	11/2016	001-000-283-00-00-00	Payroll Liability Medical	Medical Insurance Premium	\$108,050.89	
				001-013-518-30-20-00	GG-Benefits	Medical Insurance Premium	(\$0.14)	
Avid Identifications Syst Inc	41359						Check Total	\$510.20
		11/3/2016	373964	001-008-521-20-31-01	LE-Operating Costs	Mini Tracker	\$510.20	



Checks to be Approved for 10/21/2016 to 11/3/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total		
Big Trees	41360							Check Total	\$977.40
		11/3/2016	13955	101-016-544-90-31-02	ST-Operating Cost	Tree replacement		\$977.40	
Bills Blueprint	41361							Check Total	\$38.81
		11/3/2016	532345	001-007-558-50-31-01	PL-Operating Costs	Copies for PRR		\$38.81	
Bratwear Group LLC	41362							Check Total	\$1,039.45
		11/3/2016	20031	001-008-521-20-26-00	LE-Clothing	Uniform items - P Bassett		\$1,039.45	
Business Card	41354							Check Total	\$7,164.65
		10/24/2016	0568 10/16	001-001-513-10-49-05	Executive - Board/Staff Apprec	Coffee for New Police Chief reception		\$34.74	
				001-007-558-50-41-03	PL-Advertising	LUA2016-0113 mailer		\$64.83	
					PL-Advertising	LUA2016-0118 NOA postcard		\$12.07	
					PL-Advertising	LUA2016-0117 Tyler 300 foot buffer		\$69.54	
					PL-Advertising	LUA2016-0098 NOA Mailing		\$66.95	
					PL-Advertising	LUA2016-0034 Autumn Crest		\$8.43	
					PL-Advertising	LUA2016-0097 NOA Mailing		\$9.55	
					PL-Advertising	Hillcresst PH		\$106.42	
					PL-Advertising	LUA2016-0110 Libengood		\$11.94	
					PL-Advertising	LUA2016-0093 NOA mailing		\$49.03	
					PL-Advertising	LUA2016-0132 Ross Jameson mail list		\$16.71	
					PL-Advertising	LUA2016-0096 NOA Mailing		\$94.04	
					PL-Advertising	LUA2016-0094 NOA mailing		\$80.47	
					PL-Advertising	LUA2016-0127 NOA Postcard		\$37.01	
					PL-Advertising	LUA2016-0130 NOA Postcard		\$10.68	
					001-007-558-50-43-00	PL-Travel & Mtgs	Refreshments for Subarea meeting		\$216.18
						PL-Travel & Mtgs	Train fare for 2 to Portland OR		\$199.50
					001-010-576-80-31-00	PK-Operating Costs	Filing fee for Right of Way		\$77.00
				3880 10/16	001-001-513-10-43-00	Executive - Travel & Mtgs	Executive meeting-City Admin/Mayor/Police Chief		\$22.34
					001-002-513-11-43-00	AD-Travel & Meetings	Chamber of Commerce member luncheon		\$30.00
						AD-Travel & Meetings	Executive meeting-City Admin/Mayor/Police Chief		\$22.34
					001-008-521-20-43-00	LE-Travel & Meetings	Executive meeting-City Admin/Mayor/Police Chief		\$22.34
		4396 10/16	001-003-514-20-43-00	CC-Travel & Meetings	Hotel-Clerks conf-Pugh		\$113.63		
			001-004-514-23-31-00	FI-Office Supplies	Projection screen		\$163.79		
			001-004-514-23-43-00	FI-Travel & Meetings	Hotel - WFOA conference - Roundy		\$328.56		



Checks to be Approved for 10/21/2016 to 11/3/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc			
Business Card	41354	10/24/2016	4396 10/16	001-004-514-23-43-00	FI-Travel & Meetings	Budget subcommittee meeting	\$39.97		
					FI-Travel & Meetings	Meals - WFOA conference - Stevens/Roundy	\$28.06		
					FI-Travel & Meetings	Hotel - WFOA conference - Stevens	\$328.56		
						001-006-518-80-49-01	IT-Staff Development	Registration for ACCIS 2016 Fall Conference-T Stevens	\$125.00
						001-008-521-20-42-00	LE-Communication	Internet services - Market Pl	\$221.86
					4396 9/16	001-001-511-60-43-00	Legislative - Travel & Mtgs	Econ Alliance meeting-Holder	\$35.00
					Legislative - Travel & Mtgs		Econ Alliance meeting-Low	\$35.00	
					Legislative - Travel & Mtgs		Ice for council meeting	\$2.29	
					Legislative - Travel & Mtgs		Econ Alliance meeting-Hilt	\$35.00	
					Legislative - Travel & Mtgs		Econ Alliance meeting-Daughtry	\$35.00	
						001-001-511-60-49-01	Legislative - Prof. Developmen	Refund of NLC conference registration	(\$545.00)
						001-003-514-20-31-00	CC-Office Supply	Shelf liners/labels for archive shelving	\$139.99
						001-003-514-20-49-02	CC-Staff Development	WAPRO 2016 Conference - Pugh	\$175.00
						001-004-514-23-31-00	FI-Office Supplies	Return of cash lockbox	(\$125.55)
						001-004-514-23-43-00	FI-Travel & Meetings	Budget subcommittee meeting	\$21.77
						001-007-558-70-41-00	PL-Economic Devel	Toll road fee	\$5.00
					5428 10/16	001-008-521-20-43-00	LE-Travel & Meetings	Coffee for staff meeting	\$27.36
					6863 10/16	001-008-521-20-26-00	LE-Clothing	Earphone semi translucent skeleton	\$58.50
						001-008-521-40-49-01	LE-Staff Development	Recert-Safe Kids-Barnes	\$50.00
					8026 10/16	001-007-558-50-43-00	PL-Travel & Mtgs	Baggage fee - ICSC - Ashe	\$25.00
							PL-Travel & Mtgs	Economic Development meetings-Sno Co-Ashe	\$50.30
							PL-Travel & Mtgs	Taxi - ICSC - Ashe	\$17.37
							PL-Travel & Mtgs	Hotel - ICSC - Ashe	\$314.70
							001-007-558-50-49-01	PL-Staff Development	Registration - ICSC - Ashe
					8060 10/16	001-012-572-20-31-00	CS-Library-Office & Operating	Lights for Library	\$788.44
						101-016-543-30-43-00	ST-Travel & Meetings	Parking for mtg at Snohomish County	\$12.00
						101-016-544-90-31-01	ST-Office Supplies	Printer Ink cartridge	\$67.21
							ST-Office Supplies	Legal pads	\$13.58
						101-016-544-90-31-02	ST-Operating Cost	PDF EChange PRO software	\$101.82
						410-016-531-10-31-01	SW-Office Supplies	Legal pads	\$13.58
							SW-Office Supplies	Printer Ink cartridge	\$67.21
						410-016-531-10-31-02	SW-Operating Costs	TransAire 10 Minute Escape Respirator Assembly	\$763.68



Checks to be Approved for 10/21/2016 to 11/3/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Business Card	41354	10/24/2016	8877 10/16	001-008-521-20-26-00	LE-Clothing	Explorers pants/belts	\$56.97
				001-008-521-20-31-01	LE-Operating Costs	Keurig Coffe Maker	\$201.35
				001-008-521-20-41-00	LE-Professional Services	Database searches	\$54.45
				001-008-521-20-43-00	LE-Travel & Meetings	Travel - Hotel - Parnell	\$288.71
					LE-Travel & Meetings	All hands mtg supplies	\$152.91
					LE-Travel & Meetings	Lunch at New World Training	\$36.96
					LE-Travel & Meetings	Travel - Hotel - Bernhard CJTC	\$454.00
				001-008-521-22-31-00	LE- Investigation Ops Costs	Postage	\$400.00
				001-008-521-22-40-00	LE-Investigations Prof.Service	Transcription services	\$262.30
			001-008-521-40-49-01	LE-Staff Development	Body Conditition Scoring Workshop	\$95.00	
			9185 10/16	001-001-511-60-43-00	Legislative - Travel & Mtgs	SCC meeting - Daughtry	\$35.00
				001-005-518-10-43-00	HR-Travel & Meetings	Parking at attorney office	\$17.00
001-013-518-20-31-00	GG-Operating	City attorney interviews		\$23.20			
	GG-Operating	Keys for Permit Center/City Hall	\$81.01				
Canon Financial Services Inc	41363	Check Total					\$34.13
	11/3/2016	16609456		101-016-544-90-31-02	ST-Operating Cost	Copy machine repair & maint	\$17.07
				410-016-531-10-31-02	SW-Operating Costs	Copy machine repair & maint	\$17.06
Carquest Auto Parts Store	41364	Check Total					\$38.63
	11/3/2016	2421-246920		101-016-544-90-31-02	ST-Operating Cost	Battery for 2008 Ford F-150	\$66.24
				410-016-531-10-31-02	SW-Operating Costs	Battery for 2008 Ford F-150	\$66.24
			2678242	101-016-544-90-31-02	ST-Operating Cost	Credit for return	(\$46.92)
				410-016-531-10-31-02	SW-Operating Costs	Credit for return	(\$46.93)
CHS Engineers LLC	41365	Check Total					\$1,408.44
	11/3/2016	371606-1609		001-007-558-50-41-00	PL-Professional Servic	LUA2016-0125 Maple Rock II	\$1,408.44
City of Everett	41366	Check Total					\$2,035.00
	11/3/2016	116002636		001-008-554-30-51-00	LE-Environmental-Animal Contro	Animal shelter services Sept 2016	\$2,035.00
City of Marysville	41367	Check Total					\$300.00
	11/3/2016	POLIN11-0713		001-008-523-60-51-00	LE-Jail	Prisoner medical Sept 2016	\$300.00
Code Publishing Co Inc	41368	Check Total					\$99.97
	11/3/2016	54654		001-003-514-20-41-00	CC-Professional Services	Municipal Code publishing Ordinances 973-974	\$99.97



Checks to be Approved for 10/21/2016 to 11/3/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Comcast	41369						Check Total	\$76.18
		11/3/2016	0810218 10/16	001-008-521-20-42-00	LE-Communication	Internet services - N Lakeshore Dr	\$76.18	
Crandall Arambula PC	41370						Check Total	\$65,558.61
		11/3/2016	1	001-007-558-70-41-00	PL-Economic Devel	Conceptual Park & Trail Network Design	\$2,525.00	
			1b	001-007-558-70-41-00	PL-Economic Devel	Downtown Plan	\$2,200.00	
			3	001-007-558-70-41-00	PL-Economic Devel	Downtown Plan	\$15,367.87	
			4	001-007-558-70-41-00	PL-Economic Devel	Downtown Plan	\$43,105.74	
			5	001-007-558-70-41-00	PL-Economic Devel	Downtown Plan	\$2,360.00	
					Check Total	\$1,084.07		
Crime Stoppers of Puget Sound	41371	11/3/2016	2017-06	001-008-521-20-31-01	LE-Operating Costs	2017 Crime Stopper Support	\$1,084.07	
Crystal and Sierra Springs	41372						Check Total	\$63.96
		11/3/2016	16015194101516	001-008-521-20-31-01	LE-Operating Costs	Bottled Water - Police Dept	\$63.96	
Dataquest LLC	41373						Check Total	\$45.50
		11/3/2016	1119	001-005-518-10-41-00	HR-Professional Services	Background check-new hire	\$45.50	
Kim Daughtry	41374						Check Total	\$646.84
		11/3/2016	11/2/16 req	001-013-518-90-49-03	GG-Visitor Center	Airconditioners for VIC	\$646.84	
Dept of Labor and Industries	0						Check Total	\$33,427.00
		11/3/2016	Q3 2016	001-000-281-00-00-00	Payroll Liability Taxes	Q3 2016 Workers Comp Insurance	\$33,201.86	
				001-008-521-20-24-00	LE-Workmans Compensation	Q3 2016 Workers Comp Insurance	\$67.16	
				001-010-576-80-24-00	PK-Workmans Compensation	Q3 2016 Workers Comp Insurance	\$54.01	
				001-013-518-30-24-00	GG-Workers Compensation	Q3 2016 Workers Comp Insurance	(\$0.54)	
				101-016-542-30-24-00	ST-Workmans Compensation	Q3 2016 Workers Comp Insurance	\$53.88	
				410-016-531-10-24-00	SW-Workmans Compensation	Q3 2016 Workers Comp Insurance	\$50.63	
					Check Total	\$2,475.00		
Dept of Retirement (Deferred Comp)	0	11/3/2016	11/01/2016	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,475.00	
Dept of Retirement PERS LEOFF	0						Check Total	\$73,682.71
		11/3/2016	11/01/2016	001-000-282-00-00-00	Payroll Liability Retirement	PERS LEOFF Contributions	\$73,682.71	
Dept of Revenue	0						Check Total	\$4,380.63
		11/3/2016	Sept 2016	001-008-521-20-31-01	LE-Operating Costs	September 2016 UseTaxes	\$85.65	
				001-008-521-22-31-00	LE- Investigation Ops Costs	September 2016 UseTaxes	\$37.48	
				001-013-518-90-49-06	GG-Excise Tax	September 2016 Excise Taxes	\$177.20	



Checks to be Approved for 10/21/2016 to 11/3/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Dept of Revenue	0	11/3/2016	Sept 2016	520-008-594-21-63-00	Capital Equipment	September 2016 UseTaxes	\$4,080.30	
Dicks Towing Inc	41375						Check Total	\$125.58
		11/3/2016	159114	001-008-521-80-40-01	LE - Evidence Impound	Evidence impound case 2016-20124	\$125.58	
Electronic Federal Tax Pmt System EFTPS	0						Check Total	\$58,894.74
		11/3/2016	11/01/2016	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$58,894.74	
Electronic Business Machines	41376						Check Total	\$551.09
		11/3/2016	AR52309	001-013-518-20-48-00	GG-Repair & Maintenance	Copy machine repair	\$551.09	
Emerald Inc	41377						Check Total	\$1,214.15
		11/3/2016	2547	001-007-558-50-48-00	PL-Repairs & Maint.	Fire Extinguisher maintenance	\$8.15	
				001-008-521-20-48-00	LE-Repair & Maintenance Equip	Fire Extinguisher maintenance	\$665.70	
				001-010-576-80-48-00	PK-Repair & Maintenance	Fire Extinguisher maintenance	\$133.94	
				001-012-572-20-48-00	CS-Library-Repair & Maint.	Fire Extinguisher maintenance	\$29.87	
				001-012-575-50-48-00	CS-Community Center - R & M	Fire Extinguisher maintenance	\$2.72	
				001-013-518-20-48-00	GG-Repair & Maintenance	Fire Extinguisher maintenance	\$105.89	
				101-016-542-30-48-00	ST-Repair & Maintenance	Fire Extinguisher maintenance	\$133.94	
				410-016-531-10-48-00	SW-Repairs & Maintenance	Fire Extinguisher maintenance	\$133.94	
Employment Security Department	41378						Check Total	\$3,070.19
		11/3/2016	Q3 2016	501-000-517-60-49-00	Payment to Claimants	Payments to clamants Q3 2016	\$3,070.19	
Tyler Farmer	41379						Check Total	\$163.75
		11/3/2016	10/20/16 req	001-007-559-30-31-02	PB - Clothing	Work Boots	\$163.75	
Feldman and Lee	41380						Check Total	\$9,000.00
		11/3/2016	Sept 2016	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services Sept 2016	\$9,000.00	
First American Title and Insurance Co	41381						Check Total	\$1,638.00
		11/3/2016	869-422946656	301-010-576-80-61-00	Park Mitigation Funds Exp	Subdivision/Plat Certificate 2515 Hartford Dr	\$819.00	
			869-422946661	301-010-576-80-61-00	Park Mitigation Funds Exp	Subdivision/Plat Certificate Hartford Trail	\$819.00	
Frontier	41382						Check Total	\$97.87
		11/3/2016	425334083510/16	001-013-518-20-42-00	GG-Communication	Telephone services	\$32.63	
				101-016-543-30-42-00	ST-Communications	Telephone services	\$32.62	
				410-016-531-10-42-00	SW-Communications	Telephone services	\$32.62	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Frontier	41383						Check Total	\$63.65
		11/3/2016	425397967410/16	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic control modem	\$63.65	
Gall LLC	41384						Check Total	\$271.94
		11/3/2016	006146999	001-008-521-20-26-00	LE-Clothing	Citizen Patrol Jackets	\$271.94	
Grainger	41385						Check Total	\$1,881.43
		11/3/2016	9245288635	001-010-576-80-31-00	PK-Operating Costs	All purpose cleaners	\$14.54	
				101-016-544-90-31-02	ST-Operating Cost	All purpose cleaners	\$14.53	
				410-016-531-10-31-02	SW-Operating Costs	All purpose cleaners	\$14.53	
		9245836573	001-012-572-20-31-00	CS-Library-Office & Operating	Light fixtures for Library reading room area	\$109.51		
		9248219538	001-010-576-80-31-00	PK-Operating Costs	Toilet seats	\$535.73		
		9249257602	001-010-576-80-31-00	PK-Operating Costs	Rolling Ladder	\$299.15		
				101-016-544-90-31-02	ST-Operating Cost	Rolling Ladder	\$299.14	
				410-016-531-10-31-02	SW-Operating Costs	Rolling Ladder	\$299.14	
		9249257610	001-010-576-80-31-00	PK-Operating Costs	Cloth shop rags	\$27.34		
				101-016-544-90-31-02	ST-Operating Cost	Cloth shop rags	\$27.34	
				410-016-531-10-31-02	SW-Operating Costs	Cloth shop rags	\$27.35	
		9249651713	001-010-576-80-31-00	PK-Operating Costs	Loppers	\$48.23		
				101-016-544-90-31-02	ST-Operating Cost	Loppers	\$48.24	
				410-016-531-10-31-02	SW-Operating Costs	Loppers	\$48.24	
		9256684037	001-010-576-80-31-00	PK-Operating Costs	All purpose cleaners	\$22.81		
101-016-544-90-31-02	ST-Operating Cost			All purpose cleaners	\$22.81			
410-016-531-10-31-02	SW-Operating Costs			All purpose cleaners	\$22.80			
Granite Construction Supply	41386						Check Total	\$2,177.08
		11/3/2016	262_00065136	001-010-576-80-31-00	PK-Operating Costs	Gloves/Marking paint	\$11.12	
				101-016-544-90-31-02	ST-Operating Cost	Gloves/Marking paint	\$11.13	
				410-016-531-10-31-02	SW-Operating Costs	Gloves/Marking paint	\$11.13	
		262_00065148	101-016-542-64-31-00	ST-Traffic Control - Supply	Crosswalk and street name signs	\$797.16		
		262_00065158	101-016-542-64-31-00	ST-Traffic Control - Supply	Parking signs	\$311.45		
		262_00065159	101-016-542-64-31-00	ST-Traffic Control - Supply	Road closed signs	\$479.16		
		262_00065160	101-016-542-64-31-00	ST-Traffic Control - Supply	Street name signs	\$76.44		
		262_00065163	001-010-576-80-31-00	PK-Operating Costs	Vinyl signs for City Vehicles	\$50.96		



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Granite Construction Supply	41386	11/3/2016	262_00065163	101-016-544-90-31-02	ST-Operating Cost	Vinyl signs for City Vehicles	\$50.96
				410-016-531-10-31-02	SW-Operating Costs	Vinyl signs for City Vehicles	\$50.96
			262_00065164	001-010-576-80-31-01	PK-Ops-Clothing	Windbreaker	\$20.67
				101-016-542-90-31-01	ST-Clothing	Windbreaker	\$20.67
				410-016-531-10-31-00	SW-Clothing	Windbreaker	\$20.68
			262_00065174	101-016-542-64-31-00	ST-Traffic Control - Supply	Signal revision ahead signs	\$104.83
			262_00065175	001-010-576-80-31-00	PK-Operating Costs	Vinyl sign for City vehicle	\$7.28
				101-016-544-90-31-02	ST-Operating Cost	Vinyl sign for City vehicle	\$7.28
				410-016-531-10-31-02	SW-Operating Costs	Vinyl sign for City vehicle	\$7.28
			262_00065579	001-010-576-80-31-01	PK-Ops-Clothing	Bib overalls/Rain jackets/signal wand	\$45.98
101-016-542-90-31-01	ST-Clothing	Bib overalls/Rain jackets/signal wand		\$45.97			
410-016-531-10-31-00	SW-Clothing	Bib overalls/Rain jackets/signal wand		\$45.97			
Chris L Griffen	41387	Check Total					\$262.50
	11/3/2016	6Z0798356	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services	\$262.50	
Harbor Freight Tools	41388	Check Total					\$34.90
	11/3/2016	777180	001-010-576-80-31-00	PK-Operating Costs	Wheels/storage case/screwdriver for the work barge	\$34.90	
HB Jaeger Co LLC	41389	Check Total					\$408.38
	11/3/2016	178216/1	101-016-544-90-31-02	ST-Operating Cost	Flexstorm clear tec pouch for cleaning oil spills	\$204.19	
				410-016-531-10-31-02	SW-Operating Costs	Flexstorm clear tec pouch for cleaning oil spills	\$204.19
Heritage Bank	41390	Check Total					\$90,150.20
	11/3/2016	12/2016	213-008-591-21-71-00	2015 LTGO 2015 Princ Pmt PD	Principal for 2015 LTGO loan	\$83,000.00	
			213-008-592-21-83-00	2015 LTGO Interest Pymt PD	Interest for 2015 LTGO loan	\$7,150.20	
Honey Bucket	41391	Check Total					\$331.50
	11/3/2016	0550156261	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket Rental Swim beach	\$117.50	
		0550156262	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket Rental Boat Launch	\$214.00	
Theodore Hunter	41392	Check Total					\$14,588.00
	11/3/2016	1893	001-007-558-60-41-02	PL-Prof Serv-Hearing E	Hearing examiner services LUA2016-93-98/110/113	\$14,588.00	
Iron Mountain Quarry LLC	41393	Check Total					\$332.45
	11/3/2016	0258146	001-010-576-80-31-00	PK-Operating Costs	Rock for Boat Ramp	\$114.87	
		0258201	001-010-576-80-31-00	PK-Operating Costs	Rock for Boat Ramp	\$103.50	
		0258301	001-010-576-80-31-00	PK-Operating Costs	Rock for Boat Ramp	\$114.08	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	\$	
J Thayer Company Inc	41394							Check Total	\$499.12
		11/3/2016	1085525-0	001-007-559-30-31-00	PB-Office Supplies	Folders/Staple remover/Message book	\$105.09		
			1086206-0	001-008-521-20-31-00	LE-Office Supplies	Tissue/certificate holder/keyboard/magnet board/binder clips	\$180.94		
			1087091-0	001-007-558-50-31-00	PL-Office Supplies	File folders/sheet protector	\$41.36		
			1087460-0	101-016-544-90-31-01	ST-Office Supplies	Tissue	\$35.93		
			1088539-0	001-007-559-30-31-01	PB-Operating Cost	Mat	\$37.41		
			1088565-0	001-007-558-50-31-00	PL-Office Supplies	File folders/postit flags/paper	\$134.32		
			C1087460-0	101-016-544-90-31-01	ST-Office Supplies	Tissue	(\$35.93)		
John E Reid and Associates	41395							Check Total	\$770.00
		11/3/2016	170831	001-008-521-40-49-01	LE-Staff Development	Interview & Interrogation training-Miner	\$770.00		
Johns Cleaning Service	41396							Check Total	\$60.77
		11/3/2016	1842	001-008-521-20-26-00	LE-Clothing	Uniform cleaning Sept 2016	\$60.77		
Kamins Construction Inc	41397							Check Total	\$25,614.30
		11/3/2016	4	309-016-595-61-63-01	Sidewalk Construction	91st Ave SE Sidewalk	\$25,614.30		
Lake Stevens Fire	41398							Check Total	\$9,042.40
		11/3/2016	Q1 2016	633-013-586-00-00-07	Fire Dept Fee Remittance	Q1 2016 Fire fees	\$9,042.40		
Lake Stevens Police Guild	41399							Check Total	\$1,003.00
		11/3/2016	11/1/2016	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,003.00		
Monroe Correctional Complex	41400							Check Total	\$718.66
		11/3/2016	MCC1609.489	001-010-576-80-48-00	PK-Repair & Maintenance	DOC Work crew - Sept 2016	\$86.14		
				101-016-542-30-48-00	ST-Repair & Maintenance	DOC Work crew - Sept 2016	\$375.93		
				410-016-531-10-48-00	SW-Repairs & Maintenance	DOC Work crew - Sept 2016	\$256.59		
Nationwide Retirement Solution	0							Check Total	\$1,625.00
		11/3/2016	11/01/2016	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$1,625.00		
Pacific Power Batteries	41401							Check Total	\$77.77
		11/3/2016	11332852	001-008-521-20-31-01	LE-Operating Costs	Vehicle Battery	\$42.15		
			12224788	001-010-576-80-31-00	PK-Operating Costs	Batteries dup pmt deducted	(\$5.06)		
				101-016-544-90-31-02	ST-Operating Cost	Batteries dup pmt deducted	(\$5.06)		
				410-016-531-10-31-02	SW-Operating Costs	Batteries dup pmt deducted	(\$5.06)		
			12234043	001-010-576-80-31-00	PK-Operating Costs	Batteries for shop	\$16.94		
				101-016-544-90-31-02	ST-Operating Cost	Batteries for shop	\$16.93		



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Pacific Power Batteries	41401	11/3/2016	12234043	410-016-531-10-31-02	SW-Operating Costs	Batteries for shop	\$16.93
Check Total							\$18.00
Kristen Parnell	41402	11/3/2016	10/13/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem for CIT-Parnell	\$18.00
Check Total							\$193.78
Partsmaster	41403	11/3/2016	23048514	001-010-576-80-31-00	PK-Operating Costs	Pry Bar	\$64.60
				101-016-544-90-31-02	ST-Operating Cost	Pry Bar	\$64.59
				410-016-531-10-31-02	SW-Operating Costs	Pry Bar	\$64.59
Check Total							\$17,003.77
Perteet Engineering Inc	41404	11/3/2016	20120176.001-17	301-016-544-40-41-00	Street Op - Planning -Design	20th Street Se Phase II-Seg 1	\$16,693.77
			20160093.000-6	101-016-542-30-41-02	ST-Professional Service	2016 Grant Writing Assistance	\$310.00
Check Total							\$5,689.47
Prothman Company	41405	11/3/2016	2016-5660	001-002-513-11-41-00	AD-Professional Services	Municipal Consulting services-Swenson	\$4,210.21
				101-016-542-30-41-02	ST-Professional Service	Municipal Consulting services-Swenson	\$853.42
				401-070-535-10-41-00	SE-Professional Service	Municipal Consulting services-Swenson	\$56.89
				410-016-531-10-41-01	SW-Professional Services	Municipal Consulting services-Swenson	\$568.95
Check Total							\$425.00
Public Safety Testing Inc	41406	11/3/2016	2016-7046	001-005-521-11-41-00	HR-Civil - Professional Srv	Q3 2016 Recruiting Assistance - Police Officers	\$425.00
Check Total							\$350.00
Purchase Power	41407	11/3/2016	3179587 10/16	001-007-558-50-42-00	PL-Communication	Postage	\$143.97
				001-008-521-20-42-00	LE-Communication	Postage	\$3.80
				001-013-518-20-42-00	GG-Communication	Postage	\$197.89
				101-016-543-30-42-00	ST-Communications	Postage	\$2.17
				410-016-531-10-42-00	SW-Communications	Postage	\$2.17
Check Total							\$2,226.00
RHD Enterprises Inc	41408	11/3/2016	128873	001-008-521-20-31-01	LE-Operating Costs	Galvanized rail at the Police Dept	\$2,226.00
Check Total							\$4,022.47
Robinson Noble	41409	11/3/2016	16-840	101-016-544-20-41-00	ST-Prof Srv - Engineering	Geotechnical engineering services Grade Road Embankment	\$4,022.47
Check Total							\$31.50
S Morris Co	41410	11/3/2016	198519	101-016-542-30-41-02	ST-Professional Service	Dead animal removal	\$31.50



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Safeguard Pest Control Inc	41411						\$98.28
		11/3/2016	51285	001-008-521-20-41-00	LE-Professional Services	Pest control - Police Station	\$49.14
			52728	001-008-521-20-41-00	LE-Professional Services	Pest control - Police Station	\$49.14
Snohomish County PUD	41412						\$11,442.31
		11/3/2016	100269061	001-013-518-20-47-00	GG-Utilities	201956075 War Memorial	\$24.86
			114515098	101-016-542-63-47-00	ST-Lighting - Utilities	200178218 Traffic Signal	\$182.55
			124460189	101-016-542-63-47-00	ST-Lighting - Utilities	202624367 Street Lights	\$10,139.98
			124465489	101-016-542-63-47-00	ST-Lighting - Utilities	202342622 Street Lights	\$65.86
			127767766	001-010-576-80-47-00	PK-Utilities	200493443 Cath Creek Park meter 73867	\$16.13
			140889223	001-010-576-80-47-00	PK-Utilities	203599006 City Shop	\$134.98
				101-016-543-50-47-00	ST-Utilities	203599006 City Shop	\$134.98
				410-016-531-10-47-00	SW-Utilities	203599006 City Shop	\$135.02
			150789209	001-008-521-50-47-00	LE-Utilities	202766820 Police Dept Electric	\$482.23
			160440364	001-008-521-50-47-00	LE-Utilities	203033030 Police Dept Water	\$68.36
	163655005	101-016-542-63-47-00	ST-Lighting - Utilities	203728159 Traffic Signal	\$57.36		
Sound Publishing Inc	41413						\$374.12
		11/3/2016	EDH726109	001-007-558-50-41-03	PL-Advertising	LUA2016-0129 Johnson Dock	\$72.36
			EDH726359	001-007-558-50-41-03	PL-Advertising	LUA2016-0130 SEPA MDNS Westlake Crossing	\$146.32
			EDH726652	001-013-518-30-41-01	GG-Advertising	Ordinance 973 & 974	\$37.96
			EDH727010	001-007-558-50-41-03	PL-Advertising	Family Safe Halloween Event road closure	\$22.48
			EDH727441	001-007-558-50-41-03	PL-Advertising	2016 Comprehensive Plan public hearing	\$95.00
Standard Insurance Company	0						\$5,758.70
		11/3/2016	11/01/2016	001-000-284-00-00-00	Payroll Liability Other	Life/Disability Ins Premiums	\$148.00
				001-002-513-11-20-00	AD-Benefits	Life/Disability Ins Premiums	\$0.00
				001-003-514-20-20-00	CC-Benefits	Life/Disability Ins Premiums	\$145.31
				001-004-514-23-20-00	FI-Benefits	Life/Disability Ins Premiums	\$146.13
				001-005-518-10-20-00	HR-Benefits	Life/Disability Ins Premiums	\$70.67
				001-006-518-80-20-00	IT-Benefits	Life/Disability Ins Premiums	\$139.15
				001-007-558-50-20-00	PL-Benefits	Life/Disability Ins Premiums	\$450.02
				001-007-559-30-20-00	PB-Benefits	Life/Disability Ins Premiums	\$309.93
				001-008-521-20-20-00	LE-Benefits	Life/Disability Ins Premiums	\$2,809.37
		001-010-576-80-20-00	PK-Benefits	Life/Disability Ins Premiums	\$168.60		



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Standard Insurance Company	0	11/3/2016	11/01/2016	001-013-518-30-20-00	GG-Benefits	Life/Disability Ins Premiums	\$28.41
				101-016-542-30-20-00	ST-Benefits	Life/Disability Ins Premiums	\$682.73
				401-070-535-10-20-00	SE-Benefits	Life/Disability Ins Premiums	\$40.21
				410-016-531-10-20-00	SW-Benefits	Life/Disability Ins Premiums	\$620.17
Check Total							\$47.84
Stericycle Inc	41414	11/3/2016	3003602220	001-008-521-20-41-00	LE-Professional Services	Hazardous waste disposal services	\$47.84
Check Total							\$584.50
Tacoma Screw Products Inc	41415	11/3/2016	18135384	001-010-576-80-31-00	PK-Operating Costs	Bits/nuts/washers/screws	\$9.68
				101-016-544-90-31-02	ST-Operating Cost	Bits/nuts/washers/screws	\$9.67
				410-016-531-10-31-02	SW-Operating Costs	Bits/nuts/washers/screws	\$9.67
			18136180	001-010-576-80-31-00	PK-Operating Costs	Bits/screws/nitrile gloves	\$80.22
				101-016-544-90-31-02	ST-Operating Cost	Bits/screws/nitrile gloves	\$80.22
				410-016-531-10-31-02	SW-Operating Costs	Bits/screws/nitrile gloves	\$80.22
			18136181	001-010-576-80-31-00	PK-Operating Costs	Asphalt/concrete blade	\$104.94
				101-016-544-90-31-02	ST-Operating Cost	Asphalt/concrete blade	\$104.94
				410-016-531-10-31-02	SW-Operating Costs	Asphalt/concrete blade	\$104.94
				410-016-531-10-31-02	SW-Operating Costs	Asphalt/concrete blade	\$104.94
Check Total							\$904.00
Teamsters Local No 763	41416	11/3/2016	11/01/16	001-000-284-00-00-00	Payroll Liability Other	Union Dues	\$904.00
Check Total							\$6,001.23
Terra Services Inc	41417	11/3/2016	16-15247	001-007-558-50-41-00	PL-Professional Servic	Temporary services-Receptionist	\$1,025.64
				001-010-576-80-41-00	PK-Professional Services	Temporary services-PW Admin	\$159.04
				001-013-518-20-41-00	GG-Professional Service	Temporary services-PW Admin	\$159.04
				101-016-542-30-41-02	ST-Professional Service	Temporary services-PW Admin	\$636.14
					ST-Professional Service	Temporary services-Receptionist	\$293.04
				410-016-531-10-41-01	SW-Professional Services	Temporary services-Receptionist	\$146.52
			SW-Professional Services		Temporary services-PW Admin	\$636.14	
			16-15678	001-007-558-50-41-00	PL-Professional Servic	Temporary services-Receptionist	\$948.72
				001-010-576-80-41-00	PK-Professional Services	Temporary services-PW Admin	\$159.04
				001-013-518-20-41-00	GG-Professional Service	Temporary services-PW Admin	\$159.04
				101-016-542-30-41-02	ST-Professional Service	Temporary services-Receptionist	\$271.06
					ST-Professional Service	Temporary services-PW Admin	\$636.14
				410-016-531-10-41-01	SW-Professional Services	Temporary services-PW Admin	\$636.14



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Terra Services Inc	41417	11/3/2016	16-15678	410-016-531-10-41-01	SW-Professional Services	Temporary services-Receptionist	\$135.53
Check Total							\$2,471.61
Tetra Tech Inc	41418	11/3/2016	51069325	304-016-594-31-63-00	Capital - SWM Drainage Improve	Sw Quadrant Regional Stormwater pond Analysis	\$1,821.96
			51109002	304-016-594-31-63-00	Capital - SWM Drainage Improve	Sw Quadrant Regional Stormwater pond Analysis	\$649.65
Check Total							\$61.68
United Way of Snohomish Co	41419	11/3/2016	11/01/16	001-000-284-00-00-00	Payroll Liability Other	Employee Contributions	\$61.68
Check Total							\$986.48
Universal Field Services Inc	41420	11/3/2016	47882	001-013-518-20-41-00	GG-Professional Service	Ridgeline & Grade Properties Land Exchange	\$120.87
			47945	001-013-518-20-41-00	GG-Professional Service	Ridgeline & Grade Properties Land Exchange	\$413.99
			47954	301-010-576-80-61-00	Park Mitigation Funds Exp	Acquisition of ROW-Frontier Heights	\$225.81
			47956	301-010-576-80-61-00	Park Mitigation Funds Exp	Aquisition of ROW - Hartford Trailhead	\$225.81
Check Total							\$42.82
UPS	41421	11/3/2016	74Y42416	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$13.22
			74Y42426	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$29.60
Check Total							\$293,958.75
US Bank St Paul	41422	11/3/2016	321936	210-000-591-75-71-00	2008 Bond Princp Pymt - GG	LAKSGOREF08A 2008 Bond Principle pmt	\$134,731.63
				210-000-592-18-83-00	2008 Bond Interest Payment	LAKSGOREF08A 2008 Bond Interest pmt	\$42,770.55
				210-070-591-35-71-00	2008 Bond Principal - Sewer	LAKSGOREF08A 2008 Bond Principle Sewer portion	\$100,268.37
				210-070-592-35-83-00	2008 Bond Interest Payment	LAKSGOREF08A 2008 Bond Interest Sewer portion	\$16,188.20
Check Total							\$4,641.07
Valley Freightliner Inc	41423	11/3/2016	SR302001004:01	101-016-542-30-48-00	ST-Repair & Maintenance	Repair on PW16 Boom truck	\$1,733.05
				410-016-531-10-48-00	SW-Repairs & Maintenance	Repair on PW16 Boom truck	\$1,733.05
			SR302001175	101-016-542-30-48-00	ST-Repair & Maintenance	Repair on PW26	\$587.49
				410-016-531-10-48-00	SW-Repairs & Maintenance	Repair on PW26	\$587.48
Check Total							\$50.00
Washington State Criminal Justice	41424	11/3/2016	201127124	001-008-521-40-49-01	LE-Staff Development	Intro to Forensics-Bernhard	\$50.00
Check Total							\$402.46
Washington State Support Registry	0	11/3/2016	11/01/2016	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$402.46
Check Total							\$4,080.45
Washington Teamsters Welfare Trust EFT	0	11/3/2016	11/01/16	001-000-283-00-00-00	Payroll Liability Medical	Teamsters Dental Ins Premiums	\$1,890.20



Checks to be Approved for 10/21/2016 to 11/3/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Washington Teamsters Welfare Trust EFT	0	11/3/2016	11/01/2016	001-000-283-00-00-00	Payroll Liability Medical	Teamsters Dental Ins Premiums	\$2,190.25
Check Total							\$15,400.00
Weed Graafstra & Associates Inc	41425	11/3/2016	157	001-011-515-30-41-00	LG-Professional Service	Legal services - General matters	\$15,400.00
Check Total							\$60.00
Todd Welch	41426	11/3/2016	10/20/16 req	001-001-511-60-43-00	Legislative - Travel & Mtgs	Sound Cities Assoc mtg registration & meal	\$60.00
Check Total							\$4,606.53
Sampsa Wright	41427	11/3/2016	10	001-010-576-80-41-01	PK -Professional Tree Srv	Tree removal	\$6,883.44
				621-000-386-00-00-02	Retainage - Other PW Project	Retainage - Sams Tree Care	(\$1,313.91)
				621-016-586-00-00-03	Retainage Release - Other PW	Retainage - Sams Tree Care	(\$963.00)
Check Total							\$13,537.36
Zachor and Thomas Inc PS	41428	11/3/2016	670	001-011-515-30-41-01	PG-Prosecutor Fees	Prosecutor services October 2016	\$13,537.36
Total							\$926,271.01

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

Tuesday, October 25, 2016
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 6:00 p.m. by Council President Sam Low

ELECTED OFFICIALS PRESENT: Mayor John Spencer, Councilmembers Kim Daughtry, Sam Low, Todd Welch (6:30 p.m.), Rauchel McDaniel, Kathy Holder and Marcus Tageant

ABSENT: Councilmember Kurt Hilt

STAFF MEMBERS PRESENT: Interim City Administrator Mary Swenson, Finance Director/City Clerk Barb Stevens, Community Development Director Russ Wright, Public Works Director Mick Monken, Human Resources Director Steve Edin, Police Chief John Dyer, Senior Engineer Adam Emerson and Josh Roundy Senior Accountant

OTHERS:

2016 3rd Quarter Financial Update: Finance Director/City Clerk Barb Stevens distributed a handout and provided a review of the 2016 3rd Quarter Financial Update. She then responded to Councilmembers' questions.

2017 Budget Study Session: Director Stevens reviewed the 2017 budget updates and potential policy decisions. She then responded to Councilmembers' questions.

Adjourn:

The workshop adjourned at 6:45 p.m.

John Spencer, Mayor

Barb Stevens, City Clerk



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

Tuesday, October 25, 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, Marcus Tageant

ELECTED OFFICIALS ABSENT: None

STAFF MEMBERS PRESENT: Interim City Administrator Mary Swenson, Finance Director/City Clerk Barb Stevens, Community Development Director Russ Wright, Public Works Director Mick Monken, Police Chief John Dyer, Human Resources Director Steve Edin, City Attorney Grant Weed, Associate Planner Jill Meis

OTHERS: None

Pledge of Allegiance: Michael Bowers, General Manager of the Lake Stevens Sewer District, led the Pledge of Allegiance.

Roll Call: All councilmembers present.

Approval of Agenda: Moved by Councilmember Holder, seconded by Councilmember Hilt, to approve the agenda with the changes as noted and with the addition of an Executive Session to discuss real estate matters. On vote the motion carried (7-0-0-0).

Guest Business: Annie Peterson, 427 101st Ave NE, spoke about the work of the Snohomish Health District in support of healthy communities and tobacco and marijuana use prevention.

Council Business:

- Councilmember Daughtry: Snohomish County Committee for Improved Transportation (SCCIT).
- Councilmember Low: Executive Staff, Grade Road opening.
- Councilmember Hilt: Department of Emergency Management.
- Councilmember Welch: No report.
- Councilmember McDaniel: Fire District.
- Councilmember Holder: No report.
- Councilmember Tageant: Sewer District, Chamber of Commerce.

Mayor's Business: Multiple meetings, City Administrator candidates' reception and interviews.

City Department Report.

- Interim City Administrator Swenson: no report.

- Public Works Director Monken: WSDOT 204/Hwy 9 meeting, multi-agency emergency preparedness meeting, mechanic hired.
- Community Development Director Wright: meetings with stakeholders re downtown, Soper Hill property.
- Finance Director/City Clerk Stevenson: upcoming State audit, online monthly reports, Deputy City Clerk Pugh returning from leave.
- Police Chief Dyer: Received new boat, upcoming testing for Sergeant.
- Human Resources Director Edin: Washington Cities Insurance Authority (WCIA) compact requirements.
- City Attorney Weed: no report.

Consent Agenda:

MOTION: Mayor Spencer noted Item B, approval of City Council Regular Meeting Minutes of October 11, 2016 was moved to Action Item A. Moved by Councilmember Welch, seconded by Councilmember Hilt, to approve the Consent Agenda, as revised: (A) 2016 Vouchers [Payroll Direct Deposits of \$165,826.29, Payroll Check Nos. 41272-41273 totaling \$ 5,035.87, Tax Deposits of \$68,082.83, Electronic Funds Transfers (ACH) totaling \$4,202.46, Claims Check Nos. 41274-41353 totaling \$526,421.42, Void Checks 39461, 40468, 40206, 39764, 39467, 40483, 40144 totaling (\$866.46), Total Vouchers Approved: \$768,702.41], (B) Moved to Action Item A, (C) Adopt Resolution 2016-20 Declaring an Emergency re Storm Event (D) Approve Limited Public Work Contract with Avid Tree Care for Emergency Tree Removal. On vote the motion carried (7-0-0-0).

Action Items:

Approve City Council Regular Meeting minutes of October 11, 2016

Director Wright reviewed the corrections to the "Update to Long Range Planning Work Plan" section of the minutes.

MOTION. Moved by Councilmember Holder, seconded by Councilmember Daughtry, to Approve the City Council Regular Meeting minutes of October 11, 2016 as corrected. On vote the motion carried (7-0-0-0).

Adopt Resolution 2016-21 re Annexation Plan: Director Wright presented the background on the proposed resolution establishing an annexation strategy for the remaining Lake Stevens UGA and answered the council's questions.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Hilt, to approve Resolution 2016-21 adopting an annexation plan and recommending zoning for future annexation areas. On vote the motion carried (7-0-0-0).

Approve Resolution 2016-17 re Health Reimbursement Arrangement Voluntary

Employees' Beneficiary Association (VEBA) Plan: Director Edin presented information on Health Reimbursement Arrangement/Voluntary Employees' Beneficiary Association ("HRA VEBA") Plans, which provide tax-free, defined contribution accounts for employees to reimburse non-covered health care expenses. Councilmembers' questions were answered.

MOTION: Moved by Councilmember Low, seconded by Councilmember Daughtry, to approve Resolution 2016-17 authorizing the establishment of the HRA/VEBA Plans and authorizing the Mayor to sign the Employer Adoption Agreement with Gallagher Benefit Services, Inc. On vote the motion carried (7-0-0-0).

Approve Supplement Agreement No. 2 with Crux re: Aerator Riser Assembly Removal:

Director Monken presented the background information and answered Council's questions.

MOTION: Moved by Councilmember Low, seconded by Councilmember McDaniel, to authorize the Mayor to execute Professional Service Agreement Supplemental No. 2 with CRUX Diving & Salvage, Inc. for an amount of \$56,355.75 for the removal and salvage of aerator riser, platform, air distribution header, and aerator supply lines. On vote the motion carried (7-0-0-0).

Discussion Items:

2016 Pavement Survey Update: Civil Engineer Emerson presented information on the citywide pavement evaluation being conducted by Tetra Tech and answered Council's questions.

Citywide Beautification Plan: Associate Planner Meis presented information on the beautification plan and answered Council's questions.

Executive Session: At 7:50 pm Mayor Spencer called for a ten-minute executive session to discuss real estate and property values. At 8 pm, the Executive Session was extended to 8:10 pm. The Executive Session ended at 8:10 pm and no action was taken.

Adjourn:

Moved by Councilmember Low, seconded by Councilmember Tageant to adjourn the meeting at 8:10 p.m. On vote the motion carried (7-0-0-0).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk



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

Wednesday, October 26, 2016
Lake Stevens Community Center
1808 Main Street, Lake Stevens

CALL TO ORDER: 4:00 p.m.

ELECTED OFFICIALS PRESENT: Mayor John Spencer, Councilmembers Kim Daughtry, Sam Low (5:15 p.m.), Kurt Hilt (5:20 p.m.), Todd Welch (6:00 p.m.), Rauchel McDaniel, Kathy Holder (6:00 p.m.), Marcus Tageant (5:45 p.m.)

ELECTED OFFICIALS ABSENT: None

STAFF MEMBERS PRESENT: Interim City Administrator Mary Swenson, Finance Director/City Clerk Barb Stevens, Community Development Director Russ Wright, Public Works Director Mick Monken, Police Chief John Dyer, Human Resources Director Steve Edin, Economic Development Coordinator Jeanie Ashe, Associate Planner Jill Meis, Senior Planner Stacie Pratschner, Permit Specialist Jennie Fenrich, Sgt. Ron Brooks, Sgt. Craig Valvick, IT Manager Troy Stevens, Parks and Recreation Coordinator Jim Haugen

OTHERS: Kenneth Armstrong, Gene Brazel, Erin Leonhart, Casey Bradley and Michael Hart

Mayor Spencer announced an executive session to review the qualifications of applicants for the City Administrator position, beginning at 4:05 p.m. and adjourning at 5:00 p.m., with no action to follow.

The Special Meeting was reconvened at 5:00 p.m., at which time Council hosted a reception to introduce the five finalists for the City Administrator position to the public.

Adjourn:

Moved by Councilmember Welch, seconded by Councilmember McDaniel to adjourn the meeting at 6:10 p.m. On vote the motion carried (7-0-0-0).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** 11/8/16
Date: _____

Subject: First Amendment to Interlocal Agreement for Joint Planning and Development of Public Library and City Civic Facilities

Contact Mary Swenson, Executive **Budget Impact:** N/A
Person/Department: _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize Mayor to sign First Amendment to Interlocal Agreement for Joint Planning and Development of Public Library and City Civic Facilities

SUMMARY/BACKGROUND:

This amendment details how environmental issues will be dealt with on both the City owned property and the Sno-Isle Library District owned property.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

N/A

ATTACHMENTS:

- ▶ Exhibit A: First Amendment to Interlocal Agreement for Joint Planning and Development of Public Library and City Civil Facilities.

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT FOR JOINT PLANNING AND DEVELOPMENT OF
PUBLIC LIBRARY AND CITY CIVIC FACILITIES**

This First Amendment to Interlocal Agreement for Joint Planning and Development of Public Library and City Civic Facilities, dated this _____ day of _____, 2016 is entered into between the City of Lake Stevens, a Washington municipal corporation (“City”) and Sno-Isle Intercounty Rural Library District, dba the Sno-Isle Libraries (“Library District”). The City and the Library District may be referred to individually as a “Party” and jointly as the “Parties”.

RECITALS.

- A.** The Parties entered into an Interlocal Agreement for Joint Planning and Development of Public Library and City Civic Facilities dated August 23, 2016 (the “ILA”), pursuant to the authority of Chapter 39.34 RCW (the Interlocal Cooperation Act).
- B.** The City has acquired land located at 14 and 26 - 99th Avenue NE, Lake Stevens, WA 98258 (tax parcels 004934-005-004-03 and 004934-005-003-02), legally described in **EXHIBIT A** of the ILA (hereinafter the “City Property”), on which it proposes to develop and operate new civic facilities.
- C.** The Library District has entered into a purchase and sale agreement to acquire property located at 114 and 128 – 99th Avenue NE, Lake Stevens, WA 98258 (tax parcels 004934-005-00301 and 004934-005-003-03), legally described in **EXHIBIT B** of the ILA (hereinafter the “Library District Property”), which is adjacent to the City Property, and which it proposes to use to facilitate exchanges of real property interests to develop a new library facility.
- D.** As part of the inspection contingency under its purchase and sale agreement for acquisition of the Library District Property, the Library District commissioned Maul, Foster & Alongi, Inc. to perform a Phase I Environmental Site Assessment of the Library District Property.
- E.** The Phase I Environmental Site Assessment report issued by Maul, Foster & Alongi, Inc., dated October 18, 2016, a copy of which has been provided to City, found a potential site of contamination which it has identified as a recognized environmental condition.
- F.** In the event that the Parties complete the joint site development of the City Property and the Library District Property, resulting in the exchange of all or portions of the Parties’

respective properties, the parties desire to establish and memorialize their agreement and understanding concerning their respective potential environmental liability.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, City and Library District mutually agree as follows:

The ILA is hereby amended to add the following “Environmental Issues” provision:

ENVIRONMENTAL ISSUES. The City Property and the Library District Property may have Hazardous Substances within their boundaries and/or emanating therefrom, including contamination that has not yet been discovered or is otherwise unknown as to nature and extent, and said properties may potentially be subject to contamination in the future from offsite sources (the “Contamination”).

The parties intend that, upon conclusion of the site plan and exchange of applicable portions of the Parties’ properties, as between City and the Library District, each party will be solely responsible to the extent required by law for undertaking any and all remediation of any Contamination on the property owned by that Party after the property exchange. PROVIDED, however, that:

- (a) City covenants and agrees to indemnify and hold Library District harmless for up to \$50,000.00 of any mitigation and cleanup costs incurred by Library District as a result of Contamination discovered upon any portion of the Library Property conveyed by the Library District to the City, including attorneys’ fees and costs of defending against the same; and
- (b) Library District covenants and agrees to indemnify and hold City harmless for up to \$50,000.00 of any mitigation and cleanup costs incurred by City as a result of Contamination discovered upon any portion of the City Property conveyed by the City to the Library District, including attorneys’ fees and costs of defending against the same.

PROVIDED, FURTHER, that each Party’s obligation under (a) and (b) above shall apply only to Contamination existing at the time of the exchange of property between the Parties, and shall not apply to Contamination migrating to the property or otherwise occurring after the exchange of property between the Parties as provided in the ILA.

The term “Hazardous Substance(s)” as used in this ILA means any hazardous waste or other substances listed, defined, designated or classified as hazardous, dangerous, radioactive, toxic, solid waste or a pollutant or contaminant in any Environmental Law, including without limitation (a) petroleum products and petroleum byproducts; (b) polychlorinated biphenyls; and (c) chlorinated solvents. The term “Environmental Law” includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions or hazardous substances, including without limitation the Washington Model Toxics Control Act, RCW Ch. 70.105B et seq. and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.

Notwithstanding the foregoing provisions hereof, upon the exchange of property between the Parties, each Party reserves all its rights and defenses against any non-parties to the ILA and this First Amendment thereto, including but not limited to the right to seek cost recovery or contribution under any Environmental Law, statute or common law, regarding the presence, investigation or cleanup of any Hazardous Substance on, at, under, around or migrating to or from the Property.

REPRESENTATION OF AUTHORITY. Each Party who executes this ILA represents and warrants to the other that he or she has the authority to do so by virtue of action of the government body taken in open public meeting.

OTHER ILA PROVISIONS UNCHANGED. Except as provided herein, all other terms and conditions of the ILA remain in place and shall be unchanged by this agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each Party as set forth below:

CITY OF LAKE STEVENS

SNO-ISLE INTERCOUNTY
RURAL LIBRARY DISTRICT

By _____
JOHN SPENCER, Mayor

By _____
JONALYN WOOLF-IVORY
Executive Director

ATTEST:

By _____
BARB STEVENS, City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: _____ **Agenda** 11/8/16

Subject: Sno-Isle Library District Ballot Measure – Pro/Con Statement

Contact Person/Department: Mary Swenson, Executive **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize staff to solicit residents in the Lake Stevens School District to represent the pro and con positions with regard to the February 14, 2017 election including ballot measures relating to Lake Stevens Library Capital Facility Area for both the formation of the Lake Stevens Library Capital Facility Area measure and the Lake Stevens Library Capital Facility Area bond measure.

SUMMARY/BACKGROUND:

The Sno-Isle Board of Trustees will make a public call to constituents for the pro and con committees for the Lake Stevens Library Capital Facility area propositions. This will be on the Board's November 28, 2016 agenda. Interested constituents would submit in writing their names, telephone numbers and email to Jessica Hanaumi by December 14, 2016. In addition we will purchase a public notice ad to run in The Daily Herald on November 29, 2016,

Sno-Isle Library District has asked that the City also a call for Pro and con Committees, prior to November 28, 2016. To simplify the process, they recommend that the Lake Stevens City Council direct interested constituents to Sno-Isle Libraries. This will ensure that all names end up in one place. I will then compile the full list of pro and con committee members and submit it to the Snohomish County Auditor's office by the deadline of December 15, 2016.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

N/A

ATTACHMENTS:

- ▶ Exhibit A:
- ▶ Exhibit B:
- ▶ Exhibit C:



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ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND RJM & ASSOCIATES, LLC, DBA MEAD GILMAN AND ASSOCIATES 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 RJM Associates, LLC dba Mead Gilman and Associates, a Washington Limited Liability Company, (“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 As-built survey for Grade Road embankment 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 the Notice to Proceed issuance and shall terminate at midnight, 31 March 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 NA:

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$5,500.00 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
Post Office Box 257
Lake Stevens, WA 98258

To the Consultant:

RJM Associates, LLC dba Mead
Gillman & Associates
Attn: Ed Anderson, PLS
POB 289
Woodinville, WA 98072

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 _____, 2016.

CITY OF LAKE STEVENS

RJM Associates, LLC dba Mead Gilman & Associates

By: _____
John Spencer, Mayor

By: _____

Printed Name and Title

Approved as to Form:

By: _____
Grant K. Weed, City Attorney

Exhibit A

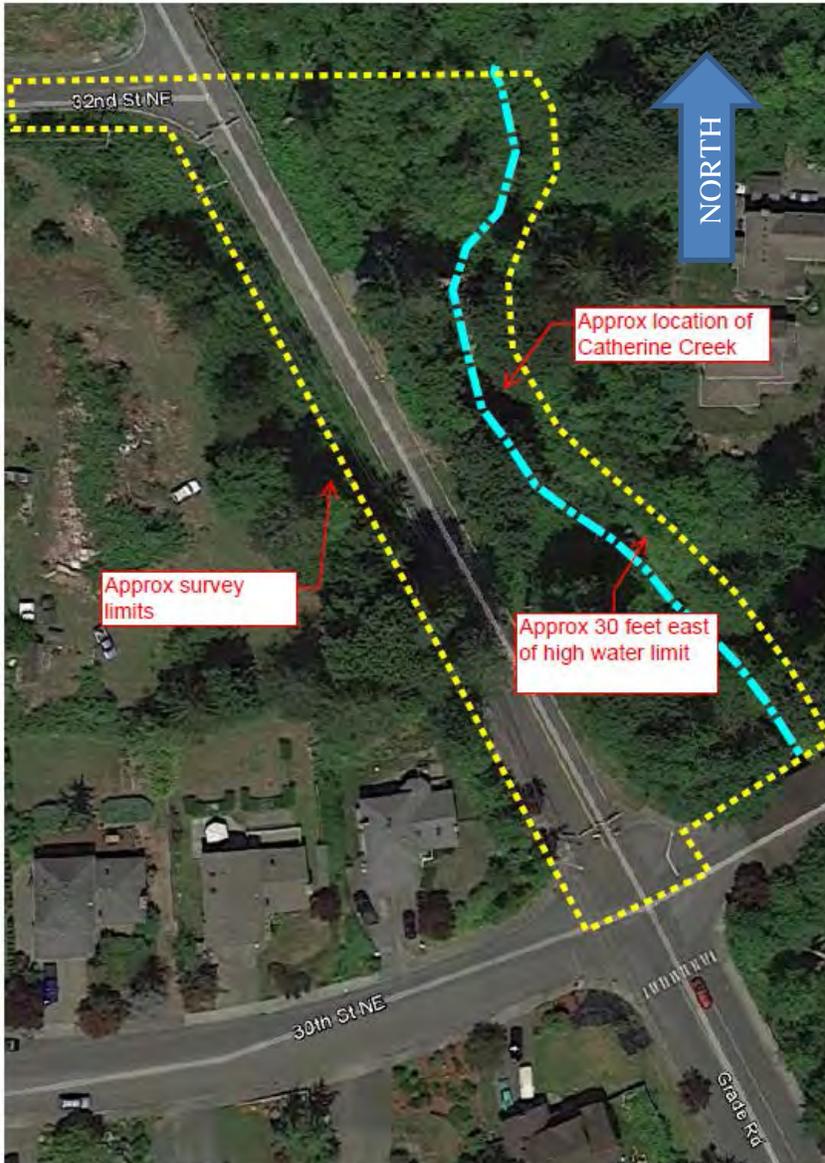
SCOPE OF SERVICES

Grade Road Embankment Road Repair - Survey As-Built

Project No. 16019

Overview: Perform an As-built survey for the Grade Road Embankment Road Repair. Project

Limits: Grade Road between centerline of right-of-way of 30th and 32nd Street NE and from the west right-of-way limits to 30 feet east of the high water mark of Catherine Creek together with 100 feet west from the centerline of Grade Road along the southern side of 32nd Street NE.



Completion Time: 15th December 2016

Deliverables:

- 11x17 PDF copy of a PLS stamped and sign as-built titled plan sheet
- AutoCAD drawing file of as-built
 - Survey notes including support documents on the determination of the right of way limits



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** 8 November 16

Subject: Temporary City Hall – Geotechnical Services

Contact Person/Department:	<u>Mick Monken Public Works</u>	Budget Impact:	<u>\$10,000 est</u>
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve a \$10,000 budget and authorize the Mayor to enter the City into a Professional Service Agreement with a geotechnical firm to perform soil bearing analysis for the future temporary City Hall facility placement on the current Permit Center site.

SUMMARY/BACKGROUND: The existing City Hall, Permit Center house, and modular Annex structure are in disrepair and in need of upgrade or replacement, plus these facilities are inadequate to house the current staff and to provide sufficient meeting and public space. The entire campus is a patch quill of pieces together work spaces with leaks, trip hazards, poor ventilation (heating, cooling, and air circulation), and inadequate parking.

To address these needs, an interim measure is proposed that will demolish the existing City Hall, modular Annex, and the Permit Center house, perform some temporary site improvements, and bring in a single 60 x 60 foot modular unit to house the City Hall and retain the existing 60x24 foot modular unit.

The proposed 60 x60 modular structure will be placed south of the existing 60x24 foot modular unit. Prior to placement the site will require preparation to support the unit. The Geotechnical services proposed under this action will perform the testing of the site soils to determine what level of construction method will be needed to adequately support the new modular structure with a balance for possible testing.

This action is being brought forward prior to a contract to ensure that this progresses promptly so that any unexpected finds can possibly be addressed quickly to avoid delays in the temporary facility completion.

BUDGET IMPACT: \$10,000 (est) from the existing State grant funding.

ATTACHMENTS:

- ▶ Exhibit A: Scope of Services

EXHIBIT A

SCOPE OF SERVICES

Geotechnical Services

Project: Temp City Hall Facility

Project No. 16076 **Revision:** 31 October 2016

Completion Target: 16 December 2016

Overview: The City is considering the placement of a temporary modular structure (60 ft x 60 ft) on the current Permit Center site. The bearing pressure requirement for the footing is 2,000 psf.

Service: Perform load bearing analysis within the approximate footprint of the temporary modular structure on the existing site to determine the existing load bearing capacity and to provide a recommendation of any structural methods needed to achieve this bearing pressure requirement.

Concept: City proposes a top course placement of 1 ½ crush minus material at a compacted depth of 4" within the structural footprint. Where trees are removed backfill will be with gravel borrow under the top course.

Deliverable: Analysis memo with support information on findings.





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** 8 November 16

Subject: Temporary City Hall – Phase I Environmental Site Assessment

Contact	Mick Monken	Budget	\$24,000 est
Person/Department:	<u>Public Works</u>	Impact:	<u></u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve a \$24,000 budget and authorize the Mayor to enter the City into a Professional Service Agreement with a qualified on-call firm to perform an Environmental Site Assessment for the future temporary current City Campus and North Cove Park site.

SUMMARY/BACKGROUND: The City is developing a master plan and planning for the installation of a new temporary City Hall for the current City Center Campus/North Cover Park site. A City requirement is that at least a Phase I Environmental Site Assessment (ESA) be performed. A Phase I ESA involves a review of records, a site inspection, and interviews with the property owner to identify the potential of any past and present contaminated level risk activities. If the Phase ESA identified potential contamination of a site by hazardous materials a Phase II ESA may be conducted with actual performed sample testing.

This action is being brought forward prior to a contract to ensure that this action progresses promptly so that any unexpected finds can possibly be addressed quickly to avoid delays in the temporary facility completion.

BUDGET IMPACT: \$24,000 (est) from the existing State grant funding.

ATTACHMENTS:

- ▶ Exhibit A: Scope of Services

EXHIBIT A

SCOPE OF SERVICES

CITY CAMPUS PHASE I ENVIRONMENTAL SITE ASSESSMENT

Project: Temp City Hall Facility

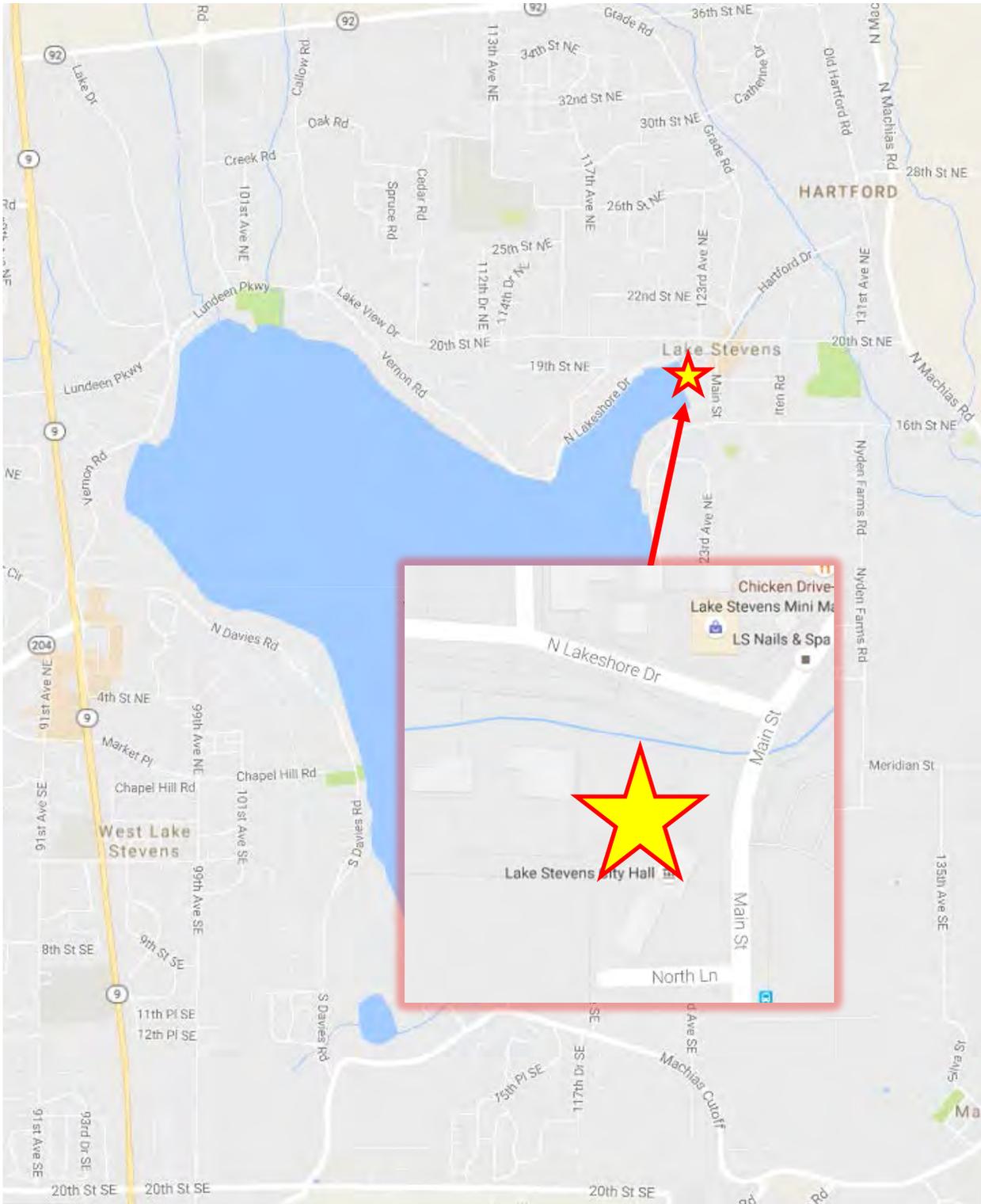
Project No. 16076 Revision: 1 November 2016

Completion Target: 30 December 2016

Overview: The City is planning site work on the designated 7 parcels as identified on the following aerial copy of the County's Assessor Map. A Phase I environmental site assessment is required to be performed.

Deliverables: Memo brief describing the overview of the study along with a findings summary.

VICINITY MAP – City Hall Campus (Downtown)



ASSESSOR MAP

Parcel No. 00553800002200, 29060800403000, 00553800002500, 00553800002000, 00553800002800,
00553800002901, 00553800002902





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** 8 November 2016

Subject: Temporary City Hall – Modular Structure Purchase

Contact Person/Department:	<u>Mick Monken Public Works</u>	Budget Impact:	<u>\$406,850.78</u>
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve the purchase and authorize the Mayor to enter into a purchase agreement for a new modular building from Pacific Mobile Structures under a KCDA purchasing service contract for an amount of \$381,850.78 and approve a contingency management reserve of \$25,000 for a total budget of \$406,850.78.

SUMMARY/BACKGROUND: The existing City Hall, Permit Center house, and modular Annex structure are in disrepair and in need of upgrade or replacement, plus these facilities are inadequate to house the current staff and to provide sufficient meeting and public space. The entire campus is a patch quilt of pieces together; work spaces with leaks, trip hazards, poor ventilation (heating, cooling, and air circulation), and inadequate parking.

The City is planning to construct a permanent City facility in the future but this could take 4 to 8 years before it could be occupied. In the meantime there are immediate needs to provide an adequate and safe workplace for the current employees. Also, space will be needed in the near future for additional employees.

The proposed modular structure, is a 60 x 60 foot wood sided structure. This will replace the City Hall, Annex modular, and Permit Center house. The proposed new structure will provide a break room, meeting room, three ADA compliance restrooms, air conditioning, and quiet work areas. A large customer counter will be provided allowing for a significant improvement over the two separated counters (City Hall and Permit Center). The 60 x 60 facility will be placed south of the existing 24 x 60 modular office space (current Planning and Engineer offices).

It is estimated that up to 50% of this facility cost will be covered under a State Grant received in 2016. The balance will be covered by the City and is currently included in the 2017 budget.

This action is being brought forward prior to a contract to ensure that this progresses promptly so that any unexpected finds can possibly be addressed quickly to avoid delays in the temporary facility completion.

BUDGET IMPACT: This is budgeted in part under a Grant (2016) and with local funding (2017).

ATTACHMENTS:

- ▶ Exhibit A: 60x60 Mobile Office Quote
- ▶ Exhibit B: Proposed 60x60 placement
- ▶ Exhibit C: Target Schedule

EXHIBIT A



City of Lake Stevens
60x60 Mobile Office

10/10/2016

City Of Lake Stevens

Mike O'Brien

Pacific Mobile Structures, Inc. is pleased to offer the following pricing in conjunction with our KCDA contract requirements.

Contract # 15-255 Portable & Modular Buildings

Conditions:

Pricing is based on site being flat, level, and truck accessible. Ground compaction to be no less than 2000 PSF.

All utility connections are by the customer (i.e. water, sewer, electrical.).

All plumbing connections from bottom of floor joist to service connection are by the customer.

All local permits that are required by local inspection agencies are the responsibility of the customer.

Foundations (unless specified otherwise) are pad and pier set above grade with pressure treated wood skirting.

Deviations from the stated conditions above and /or unusual site conditions will require review for additional cost and/or special requirements.

Payment terms will be based on a Pacific Mobile Structures schedule of values. Progress payments will be billed accordingly.

All Buildings will be invoiced for the "Factory Complete" amount when the Modules are completed in the factory.

Ramp length on proposal is based on a typical installation on flat, level building pad. Minor adjustments may be required during installation due to site conditions and will be addressed via change order.



City of Lake Stevens
60x60 Mobile Office

10/10/2016

WA Cat #	Description	Takeoff Quantity	Unit Price	Grand Total
KCDA Pricing				
WVM26	12x60 Open Office	4.00 Ea	56,293.10	225,172.40
WVM27	12x60 1 Wall With Single Restroom	1.00 Ea	63,033.47	63,033.47
		100		288,205.87
WVJ2	Add for Two Handicap Restroom	1.00 Ea	16,078.29	16,078.29
WCE22	Interior Hollow Core Door with Passage	5.00 Ea	671.25	3,356.25
WVG1	Plastic Laminate cabinets overhead and lower per lineal foot	6.00 Lf	492.36	2,954.16
WCE23	ADA Hi-Lo Drinking Fountain	1.00 Ea	2,323.24	2,323.24
WVG2	Price per additional exterior light	-6.00 Ea	206.79	(1,240.74)
WVG5	Price for floor mounted phone data/electrical outlet - black plastic flange	30.00 Ea	552.88	16,586.40
WCE9	J-box Raceway, stub up and down	16.00 Ea	62.12	993.92
WCE19	Duplex Receptacle	18.00 Ea	96.22	1,731.96
		105		42,783.48
WVM15	Delivery Change (per mile) for 12' Wide Mobile Units Below:	1,325.00 Mile	14.17	18,775.25
		110		18,775.25
WVK3	Aluminum Ramp Wet Stamped copies of engineering	1.00 Ea	286.19	286.19
WCE75	Standard 30' offset ramp w/flush end transition: 5'x5' Landing w/30' Ramp Single	1.00 Ea	6,642.62	6,642.62
WCE77	Additional Landing Option: 5'x5' Landing with one Rail, Handrail	4.00 Ea	1,236.46	4,945.84
WCE79	Switchback Landing Option: 5'x10' Switchback Landing with Returns, Handrail	1.00 Ea	2,688.95	2,688.95
WCE82	Landing/Stair to Alternate Entrance Options: Add 5'x5' Landing w/ 5-Rise 4-Steps with Guardrail	2.00 Ea	3,456.06	6,912.12
WCE88	Stair Options: 4-Step, 5-Riser Stair With Handrail	1.00 Ea	1,640.65	1,640.65
WCE90	Installation for Aluminum Ramps and Landings: Standard 5'x5' Landing with 28' or 30' Ramp	1.00 Ea	1,013.25	1,013.25
WCE92	Installation for Aluminum Ramps and Landings: Install Steps to Landing	3.00 Ea	82.99	248.97
WCE93	Installation for Aluminum Ramps and Landings: Additional Components: Landings, Ramp Sections, Each	4.00 Ea	82.99	331.96
WVK11	Upgrade from PT Wood Pads to Black Plastic Pads at Each Leg - per Each	32.00 Ea	12.81	409.92
		115		25,120.47
KCDA Pricing				374,885.07
Means Pricing				
Delete Exterior Walls, Doors, and Windows				(50,929.05)
Add Interior Walls and Doors				4,540.16



City of Lake Stevens
 60x60 Mobile Office

10/10/2016

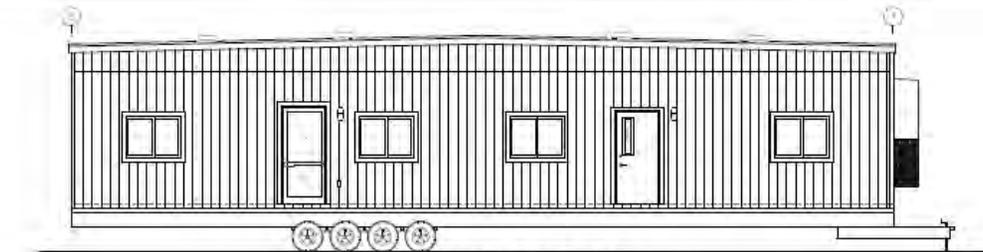
WA Cat #	Description	Takeoff Quantity	Unit Price	Grand Total
	Upgrade Flooring to 28 Oz Carpet and 4: Rubber Base			5,036.48
	Add Sink at Break Area			1,974.96
	Add LED Exterior Lights			2,445.06
	Add Storefront Exterior door			5,677.96
	Means Pricing			(31,254.43)

Estimate Totals

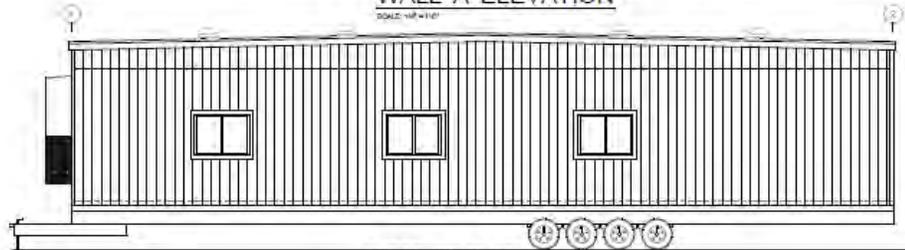
Description	Amount	Totals
<u>Bond - 2%</u>	<u>7,012.87</u>	
<u>Total</u>		<u>350,643.51</u>

WSST 8.9%	\$31,207.27
TOTAL	\$381,850.78

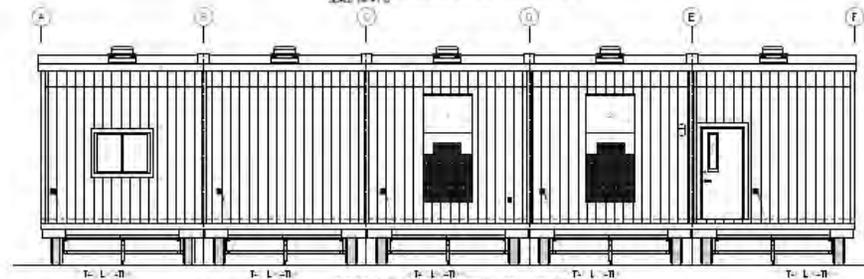
We agree to do the above estimated work.
 Signature _____
 Print Name _____
 Date _____



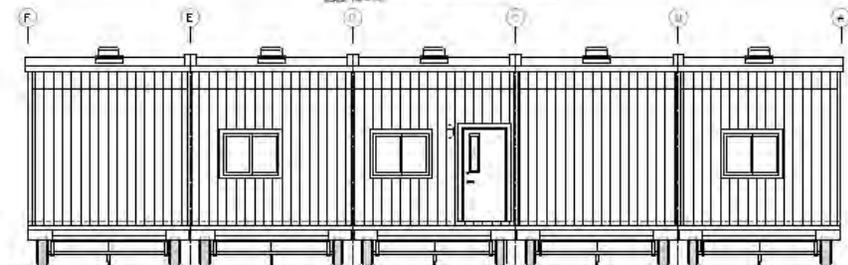
WALL 'A' ELEVATION
 SCALE: 1/4" = 1'-0"



WALL 'F' ELEVATION
 SCALE: 1/4" = 1'-0"



WALL '1' ELEVATION
 SCALE: 1/4" = 1'-0"



WALL '2' ELEVATION
 SCALE: 1/4" = 1'-0"

CUSTOMER APPROVAL

- APPROVED
 - APPROVED EXCEPT AS NOTED
 - REVISE AS NOTED AND RESUBMIT
- APPROVED By _____ Date _____

PRELIMINARY
 NOT FOR CONSTRUCTION

DATE	BY	REVISION

COMPONENTS: (SUITS) REPORTED, AND THE MATERIALS AND CONSTRUCTION OF THE FACILITY SHOWN ARE AND SHALL BE THE RESPONSIBILITY OF THE ARCHITECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE FACILITY SHOWN.



MOBILE
 50 x 50
 WA 98101

OFFICE for
City of Lake Stevens
 Pacific Mobile
 Lake Stevens, WA

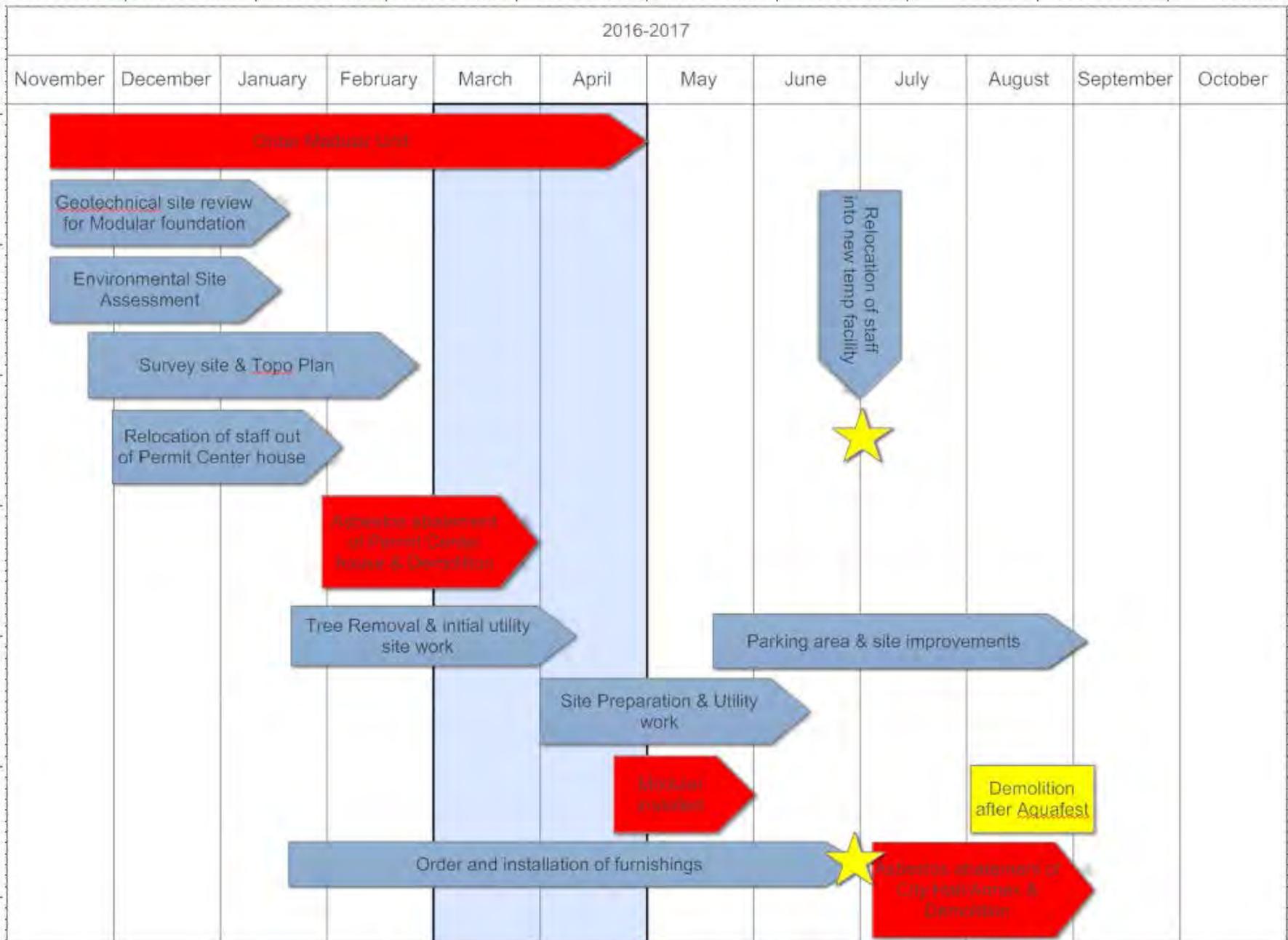
PROJECT NO.	
DATE	11/08/16
SCALE	AS SHOWN

A-3

EXHIBIT B



EXHIBIT C





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: November 8, 2016

Subject: Authorize the renewal of Interlocal Agreement with Snohomish Conservation District for Support Services

Contact Person/Department: Mick Monken, Public Works Director **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute the Interlocal Agreement with Snohomish County Conservation District

SUMMARY/BACKGROUND: Snohomish Conservation District (District) can be used to provide support services to the City for tasks and projects that are associated with natural resources. Services provided by the District can include NPDES compliance, watershed management, localized flooding, wetland management, low impact development, and drainage control.

The District was formed about 20 years prior to the City's incorporation. As such, the residents of the City have been included in this District and pay an annual fee of \$5/year. Some of the costs associated with using the District may be offset through the portion of the fees collected by the District from citizens of the City of Lake Stevens.

The District has been providing services to the City since 2010. Recently these services have been the implementation of the Public Education and Outreach requirement of the City's NPDES permit, which includes the "I Love Lake" campaign. Other services that the District has provided in the past has included assist the City in submitting for grants, designing and implementing two rain gardens, one at the City Shop and one at Lundeen Park, to treat and infiltrate stormwater runoff from City's facilities, planting demonstration shoreline plantings, along with technical assistance on various projects.

The Annual cost to the City for the District's services has been in the past and is projected to continue at \$10,000 annually; this has been funded and will continue to be funded through the capacity grant that the City receives bi-annually from the Department of Ecology.

BUDGET IMPACT: \$10,000 annually funded by DOE Capacity Grant details to be determined in the development of a scope of service.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

ATTACHMENTS:

- ▶ Exhibit A: ILA with Snohomish Conservation District

ATTACHMENT A

INTERLOCAL AGREEMENT
BETWEEN
CITY OF LAKE STEVENS
AND
SNOHOMISH CONSERVATION DISTRICT
FOR JOINT OR COOPERATIVE SERVICES
Execution Date through December 31, 2021

This Interlocal Agreement (hereinafter "Agreement") is entered into by and between the City of Lake Stevens (hereinafter "City"), a political subdivision of the State of Washington, and the Snohomish Conservation District (hereinafter "District"), a Washington municipal corporation established pursuant to Chapter 89.08 RCW.

WHEREAS, the District was established pursuant to Chapter 89.08 RCW to undertake a variety of activities relating to the conservation, management, and sustainability of natural resources; and

WHEREAS, the District and City are authorized pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, to enter into agreements with one another for joint or cooperative action; and

WHEREAS, the District's boundaries include all of the City; and

WHEREAS, for over 70 years the District has assisted landowners and local governments as they face resource management challenges relating to water quality and other natural resource issues; and

WHEREAS, increasing demands for resource management programs, resulting from more stringent regulations, urban development pressures, and public interest and awareness, has put a strain on both District and City financial resources; and

WHEREAS, the District has outlined long term goals and objectives in its 5-Year Plan; and

WHEREAS, the City shares responsibility for conserving and managing the City's natural resources; and

WHEREAS, the District and City support and concur in the need to continually refine and coordinate their long and short term goals, objectives, and programs for managing and conserving the City's natural resources; and

WHEREAS, the revenue from special assessments imposed by Snohomish County (County) pursuant to RCW 89.08.400 will allow the District to work in partnership with the City to obtain grant funding and support the County and the City in addressing requirements of the National Pollutant Discharge Elimination System (NPDES), Endangered Species Act (ESA) listing of salmon species, and other natural resource protection requirements and needs;

NOW, THEREFORE, the District and City mutually agree as follows:

I. PURPOSE

A. The recitals set forth above are incorporated herein by this reference.

B. The purpose of this Agreement is to establish and define the terms and conditions for the cooperative efforts to be undertaken by the City and the District to promote, facilitate, and undertake certain conservation programs and activities.

C. This Agreement shall be implemented through an annual scope of work as provided in Articles VI and VII.

II. DURATION OF AGREEMENT

A. This Agreement shall commence on the date of execution of this agreement and terminate December 31, 2021, unless otherwise modified or terminated in accordance with the terms of this Agreement.

B. The activities described in Appendix 1-2016 that are performed after the execution date of this agreement, shall be eligible for funding under this Agreement.

III. FUNDING

Funds for the resource management and conservation programs provided for in this Agreement shall be defined within the annual Scope of Work and Budget negotiated between the City and the District.

IV. RESPONSABILITIES OF THE DISTRICT

A. Scope of Work

This Agreement shall be implemented through a scope of work. The City and District shall negotiate a scope of work and budget for each year of this Agreement, which scope of work and budget will coordinate and describe the conservation programs and activities to be undertaken using funds from the City and District. The first scope of work and budget is set out in Appendix 1-2016, attached hereto and incorporated herein by this reference, which shall take effect on the date of execution of this agreement. Subsequent annual scope of work and budget will be attached to this Agreement labeled as the subsequent years, for example Appendix 1-2017.

B. Future Scope of Work

On or before December 1 of each year, the District will submit to the City, a proposed annual scope of work and budget that describes the District's conservation programs and activities proposed. The scope of work will be coordinated with City conservation programs and activities. The District shall actively involve constituents and partners in the development of proposed scope of work.

C. Program Reporting

With each quarterly invoice, the District shall prepare and submit to the City, a quarterly report which shall summarize the work performed and expenditures incurred during the preceding months for funding provided by the City and evaluate the performance and results of the work performed. The reports shall also include, but not be limited to, the following:

1. A description of work performed during the period and progress made to date.
2. A description of any adverse conditions that affected the program objectives and/or time schedules, and actions taken to resolve them.

V. RESPONSIBILITIES OF THE CITY

A. Cooperation with the District

The City shall assist the District in a timely manner in the preparation, review, modification, and implementation of the scope of work, including accommodation of sensitive District timelines and assistance in identifying and making plan modifications that are reasonably consistent with the mission and goals of the District.

B. Payment of Billing Requests

The City shall provide payment within 30 days of an approved billing request submitted by the District for work activities and expenditures identified by the agreed to scope of work and budget.

VI. ENTIRETY OF AGREEMENT

This Agreement constitutes the entire agreement between the City and the District and supersedes all proposals, oral and written, and all other communication between the parties in relation to the subject matter of this Agreement. No other agreement exists between the City and the District with regards to the instant subject matter except as expressly set forth in this instrument. Except as otherwise provided herein, no modification of this Agreement shall be effective until reduced to writing and executed by both parties.

VII. MAINTENANCE OF RECORDS

The District shall maintain all books, documents, receipts, invoices, and records, including payroll records, necessary to sufficiently and properly reflect the expenditures associated with this Agreement. The accounting records shall provide for a separate recording and reporting of all receipts and expenditures. Financial records pertaining to matters authorized by this Agreement are subject to inspection and audit by representatives of City or the State Auditor upon request.

VIII. AMENDMENTS AND MODIFICATIONS OF PROGRAM EXPENDITURES

A. Changes in Approved Projects or Program Activities

The City must approve the removal, modification, or addition of work identified in the annual scope of work.

B. Delays

Spending for some projects or program activities may be delayed because of extended timeframes for obtaining supporting grant funds, holdups in the permit review/approval processes, or other unforeseen circumstances. Variations in the scope of work or budget for these reasons shall be documented between the District and the City.

IX. PROPERTY

Title to property purchased by the District in carrying out the scope of work shall vest in the District.

X. GENERAL PROVISIONS

A. Notice

Except as set forth elsewhere in this Agreement, notice for purposes of this Agreement, except service of process, shall be given by the District to the City by delivery to the Public Works Director, 1820 Main St., Lake Stevens, WA 98258. Notice to the District for purposes of this Agreement, except service of process, shall be given to the Chair of the Board of Supervisors of the District and to the District Manager, 528 – 91st Ave. NE. Lake Stevens, WA 98258.

B. Compliance with Laws

The District and the City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations applicable to the performance of this Agreement. The District and the City agree to comply with all the provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such acts.

C. Indemnification

The District and the City agree to protect, defend and hold harmless each other, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the other party, its officials, employees and agents in performing this Agreement except for those arising out of the sole negligence of the other party.

D. Non-assignment

The District shall not subcontract, assign or delegate any of the rights, duties or obligations covered by this Agreement without prior express written approval by the City.

E. Independent Contractor

The District will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The parties agree that the District is not entitled to any benefits or rights enjoyed by employees of the City. The District specifically has the right to direct and control the District's own activities in implementing the scope of work in accordance with the terms of this Agreement. The City shall only have the right to ensure performance.

F. Interlocal Cooperation Act

The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board responsible for administering the Agreement will be established by mutual agreement. Any real or personal property used by either party in connection

with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein. No partnership or joint venture between the parties is created by this Agreement.

XI. MISCELLANEOUS

A. No obligation in this Agreement shall limit the District or the City in fulfilling its responsibilities otherwise defined by law.

B. The City shall cause this Agreement to be recorded with the Snohomish County Auditor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below.

SNOHOMISH CONSERVATION DISTRICT

Accepted and executed this ____ day of _____, 2016

By: _____
Mark Craven, Chair
Snohomish Conservation District

CITY OF LAKE STEVENS

Accepted and executed this ____ day of _____, 2016

By: _____
(Legal Representative for the City)
City of Lake Stevens

APPROVED AS TO FORM:

Grant K. Weed, City Attorney



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: November 8, 2015

Subject: Public Hearing - 2017 Budget Ordinance 975

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve First Reading of 2017 Budget Ordinance No. 975.

SUMMARY/BACKGROUND

Budgeting is an essential element of the financial planning, control, and evaluation processes of governments. The planning process involves determining the types and levels of services to be provided and allocating available resources among various departments, programs, or functions. Financial control and evaluation processes typically focus upon assuring that fixed expenditure limitations (appropriations) are not exceeded and on comparing estimated and actual revenues.

Upon adoption, the expenditure estimates are enacted into law through the passage of an appropriations ordinance. The appropriations constitute maximum expenditure authorizations during the fiscal year, and cannot legally be exceeded unless subsequently amended by the legislative body. Expenditures should be monitored through the accounting system to assure budgetary compliance. Unexpended appropriations lapse at year end and may be brought forward as an amendment to the budget.

The City Council has been reviewing current and forecasted revenues and expenditures including property tax, City staffing plans, and related costs which are incorporated into the proposed 2017 budget ordinance.

The 2017 Proposed Budget document is attached and can be downloaded at: www.lakestevenswa.gov

APPLICABLE CITY POLICIES:

In accordance with the Financial Management Policies, Budget Themes and Policies, and the Revised Code of Washington, the legislative body shall adopt the budget by ordinance. Per RCW 84.55.120 the legislative body will hold public hearings on the proposed budget for the coming year.

BUDGET IMPACT:

The budget ordinance will enact into law all approved appropriations for the 2017 calendar year.

ATTACHMENTS:

- ▶ Ordinance 975
- ▶ Exhibit A – Organizational Chart
- ▶ 2017 Proposed Budget

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 975

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF LAKE STEVENS,
WASHINGTON, FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2017

WHEREAS, the Mayor of the City of Lake Stevens, Washington completed and placed on file with the City Clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses including salaries and benefits of City employees, bond retirement and interest, reserve funds and expenses of government of said City for the fiscal year ending December 31, 2017, and a notice was published that the Council of said City would meet for the purpose of making a budget for said fiscal year and giving taxpayers within the limits of said City an opportunity to be heard upon said budget, and

WHEREAS, the said City Council did meet at said time and place and did then consider the matter of said proposed budget; and

WHEREAS, notices were published in the official newspaper of the City, that the Council of said City would meet on the 8th day of November and the 13th day of December, 2016, at the hour of 7:00 P.M., at the City Council Chambers in the Lake Stevens School District Educational Service Center of said City for the purpose of receiving public testimony in a public hearing as to the matter of said proposed budget; and

WHEREAS, the said City Council did meet at said dates, times, and place and did receive public testimony during a public hearing as to the matter of said proposed budget; and

WHEREAS, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Lake Stevens for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said City for said year and being sufficient to meet the various needs of said City during said period.

NOW, THEREFORE, the City Council of the City of Lake Stevens do ordain as follows:

Section 1. The budget for the City of Lake Stevens, Washington, for the year 2017 is hereby adopted in its final form and content as set forth in the document entitled City of Lake Stevens 2017 Annual Budget, 1 copy of which is on file in the Office of the Clerk.

Section 2. Totals for all such funds combined, for the year 2017 are set forth in summary form below, and are hereby appropriated for expenditure during the year 2017 as set forth below:

Fund #	Fund Name	Estimated Bal.	Beg.	Resources	Expenditures	End. Bal.
001	General	\$ 8,169,544	\$	15,017,571	\$ 16,694,150	\$ 6,492,965
002	Contingency Reserve	\$ 1,760,154	\$	807,600	\$ 8,050	\$ 2,559,704
101	Street	\$ 3,066,028	\$	2,162,672	\$ 2,924,224	\$ 2,304,477
103	Street Reserve	\$ 1,531	\$	5	\$ -	\$ 1,536
111	Drug Seizure & Forfeiture	\$ 47,079	\$	10,120	\$ 41,000	\$ 16,199
112	Municipal Arts Fund	\$ 11,385	\$	20	\$ -	\$ 11,405
210	2008 Bonds	\$ -	\$	354,395	\$ 354,395	\$ -
212	2010 LTGO Bonds	\$ -	\$	74,165	\$ 74,165	\$ -
213	2015 LTGO Bond	\$ -	\$	93,908	\$ 93,908	\$ -
301	Cap. Proj.-Dev. Contrib.	\$ 4,574,718	\$	1,616,580	\$ 3,158,000	\$ 3,033,298
303	Cap. Imp.-REET	\$ 1,718,073	\$	602,500	\$ 416,178	\$ 1,904,395
304	Cap. Improvements	\$ 2,751,717	\$	607,000	\$ 2,039,415	\$ 1,319,302
309	Sidewalk Capital Project	\$ 1,009,888	\$	251,500	\$ 350,000	\$ 911,388
401	Sewer	\$ 288,138	\$	1,336,782	\$ 1,334,951	\$ 289,968
410	Storm and Surface Water	\$ 1,789,449	\$	1,514,820	\$ 2,156,278	\$ 1,147,992
501	Unemployment	\$ 96,915	\$	300	\$ 30,000	\$ 67,215
510	Equipment Fund	\$ 272,252	\$	152,817	\$ 264,250	\$ 160,819
515	Equipment Fund - Vehicles	\$ -	\$	10,000	\$ -	\$ 10,000
520	Equipment Fund-Police	\$ 283,135	\$	196,700	\$ 296,000	\$ 183,835
530	Equipment Fund-PW	\$ 264,014	\$	838,200	\$ 637,500	\$ 464,714
540	Aerator Equipment Repl.	\$ 129,871	\$	170,143	\$ 300,000	\$ 14
621	Refundable Deposits	\$ -	\$	61,000	\$ 61,000	\$ -
<u>633</u>	<u>Treasurer's Trust</u>	<u>\$ -</u>	<u>\$</u>	<u>200,000</u>	<u>\$ 200,000</u>	<u>\$ -</u>
Total		\$ 26,233,890	\$	26,078,798	\$ 31,433,464	\$ 20,879,225

Section 3. The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 4. A summary of this ordinance consisting of the title shall be published in the official City newspaper. This ordinance shall take effect and be in full force five (5) days after publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS this ____ day of _____, 2016.

 John Spencer, Mayor

ATTEST:

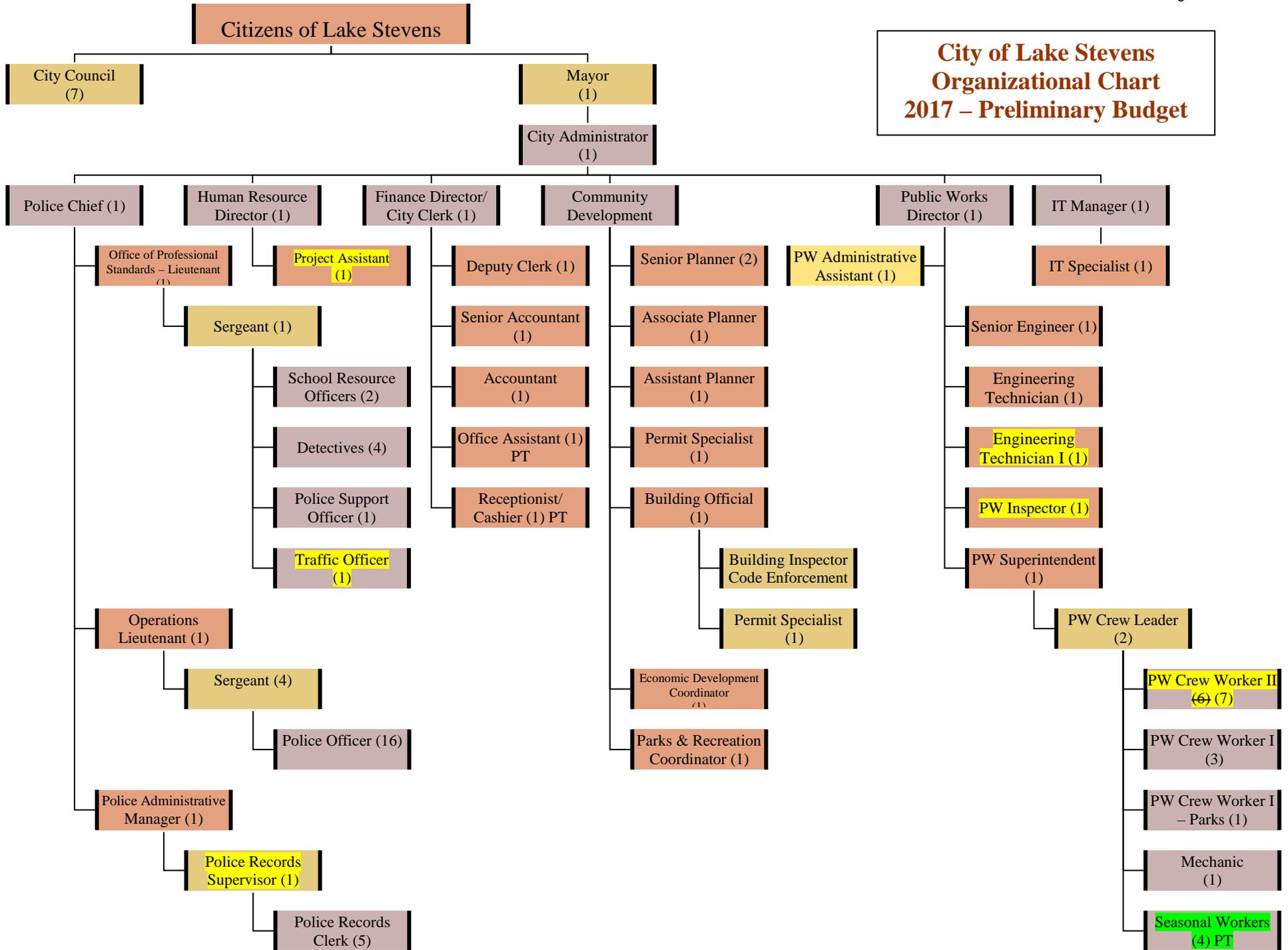
 Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

 Grant Weed, City Attorney

First Reading: November 8, 2016
 Second Reading: December 13, 2016
 Final Reading:
 Effective:

**City of Lake Stevens
 Organizational Chart
 2017 – Preliminary Budget**





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: November 8, 2016

Subject: Setting Property Tax Levy and Collection for 2017

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

- Approve Ordinance No. 977 declaring a substantial need to set the property tax limit factor at 101%, and not the Implicit Price Deflator (IPD) limit of 100.953%.
 - Approve Ordinance No. 976 authorizing collection of property tax levy for 2017 and setting the property tax levy.
-

SUMMARY/BACKGROUND:

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

The 2017 preliminary AV shows an approximate increase of 10.24%. The rate of inflation (IPD rate) is 100.953 percent for tax year 2017. For taxing districts with a population of 10,000 or more the limit factor for property taxes in tax year 2017 is 100.953%. In order to increase the levy to 1%, a second ordinance would be required to show substantial need. The City recommends pursuing the additional ordinance to raise the levy to 1%. This City’s estimated levy rate for 2017 is \$1.351 when using the increased levy factor of 101%.

The ordinance authorizes the Snohomish County Assessor to collect property taxes on behalf of the City of Lake Stevens on properties within the city limits. The ordinance includes an estimated 4% increase over the 2016 levy amount. This includes the 1% increase along with new construction and refunds.

APPLICABLE CITY POLICIES:

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

BUDGET IMPACT:

The substantial need ordinance will increase the limit factor from 100.953% to 101%. The second ordinance will set the 2017 property tax levy at 101% of the highest lawful levy and contribute revenue to the general and street funds.

ATTACHMENTS:

- ▶ Exhibit A: Ordinance No. 977
- ▶ Exhibit B: Ordinance No. 976

EXHIBIT A

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 977

AN ORDINANCE OF THE CITY COUNCIL OF LAKE STEVENS, WASHINGTON, MAKING A DECLARATION OF SUBSTANTIAL NEED FOR PURPOSES OF SETTING THE LIMIT FACTOR FOR THE PROPERTY TAX LEVY FOR 2017

WHEREAS, RCW 84.55.010 provides that a taxing jurisdiction may levy taxes in an amount no more than the limit factor multiplied by the highest levy of the most recent three years plus additional amounts resulting from new construction and improvements to property, and any increase in the value of state-assessed utility property;

WHEREAS, under RCW 84.55.005(2)(c), the limit factor for a taxing jurisdiction with a population of 10,000 or over is the lesser of 101 percent or 100 percent plus inflation;

WHEREAS, RCW 84.55.005(1) defines "inflation" as the percentage change in the implicit price deflator for personal consumption expenditures for the United States as published for the most recent 12-month period by the Bureau of Economic Analysis of the federal Department of Commerce in September of the year before the taxes are payable;

WHEREAS, "inflation" limit factor is 100.953 percent, meaning the taxes levied in the City of Lake Stevens in 2016 for collection in 2017 will be limited except for the amounts resulting from new construction and improvements to property, and any increase in the value of state-assessed utility property;

WHEREAS, RCW 84.55.0101 provides for use of a limit factor of 101 percent or less with a finding of substantial need by a majority plus one councilmembers ;

WHEREAS, the City Council of the City of Lake Stevens has determined that, due to general maintenance and operation expenses, the City Council finds that there is a substantial need to set the levy limit at one hundred one percent.

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

Section 1. A finding is made of substantial need under RCW 84.55.0101, which authorizes the use of a limit factor of one hundred one percent for the property tax levy for 2017.

PASSED by the City Council of the City of Lake Stevens this 8th day of November, 2016.

Sam Low, Mayor Pro Tem

ATTEST/AUTHENTICATION:

Kathy Pugh, Deputy City Clerk

EXHIBIT B

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 976

AN ORDINANCE OF THE CITY OF LAKE STEVENS LEVYING TAXES UPON ALL PROPERTY – REAL, PERSONAL AND UTILITY, SUBJECT TO TAXATION WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE STEVENS, WASHINGTON FOR THE YEAR 2017.

WHEREAS, the City Council of Lake Stevens desires to set the property tax levy for 2017;

WHEREAS, the City Council of Lake Stevens has given notice as required by law of the public hearing held November 8, 2016, to consider the city's current expense budget for the 2017 calendar year, pursuant to RCW 84.55.120; and

WHEREAS, the City Council of Lake Stevens, after hearing and after duly considering all relevant evidence and testimony presented, determined that the City of Lake Stevens requires a regular levy in the amount of \$4,550,000, which includes an increase in property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred, and refunds made, in order to discharge the expected expenses and obligations of the city and in its best interest;

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

Section 1. An increase in the regular property tax levy is hereby authorized for the 2017 levy in the amount of \$43,163 which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from the addition of new construction and improvements to property and any increase in the value of state assessed property, and any additional amounts resulting from annexations that have occurred and refunds made as provided by RCW 84.55.010.

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

PASSED by the City Council of the City of Lake Stevens this 8th day of November, 2016.

Sam Low, Mayor Pro Tem

ATTEST/AUTHENTICATION:

Kathy Pugh, Deputy City Clerk

First and Final Reading: November 8, 2016
Published:
Effective Date:

APPROVED AS TO FORM:

Grant Weed, City Attorney