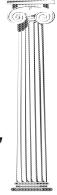




City of Lake Stevens Vision Statement

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



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

Monday June 8, 2015 – 7:00 p.m.

NOTE: **WORKSHOP ON VOUCHERS AT 6:45 P.M.**

CALL TO ORDER: 7:00 P.M.
Pledge of Allegiance

ROLL CALL:

GUEST BUSINESS:

INTRODUCTION Lake Stevens Fire Chief Kevin O'Brien Dan

CONSENT AGENDA: *A Approve 2015 Vouchers Barb
*B Approve May 26, 2015 Council Regular Meeting Minutes Barb

PUBLIC HEARING:

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 the public comment portion of the hearing for additional comments (optional)
9. Close Public Hearing
10. COUNCIL ACTION:
 - a. Approve
 - b. Deny
 - c. Continue

Lake Stevens City Council Regular Meeting Agenda

June 8, 2015

	*A	Public Hearing and First and Final Reading of Resolution 2015-10 re 2016-2021 6-Year Transportation Improvement Plan	Mick
ACTION ITEMS:	*A	Recommendation for Roundabout Art	Mick
	*B	Nonstandard Warning Sign Policy	Mick
	*C	Alliance for Housing Affordability Annual Work Program and Budget	Becky
DISCUSSION ITEMS:	#A	Economic Development Work Plan	Becky
COUNCIL PERSON'S BUSINESS			
MAYOR'S BUSINESS			
STAFF REPORTS			
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

**BLANKET VOUCHER APPROVAL
 2015**

We, the undersigned Council members of the City of Lake Stevens, Snohomish County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the following vouchers have been approved for payment:

Payroll Direct Deposits	6/1/2015	\$135,141.29
Payroll Checks	38600-38604	\$5,406.24
Tax Deposit(s)	6/1/2015	\$54,126.54
Electronic Funds Transfers	ACH	\$158,340.72
Claims	38605-38669	\$1,281,146.34
Void Checks		
Total Vouchers Approved:		\$1,634,161.13

This 8th day of June 2015:

 Mayor

 Councilmember

 Finance Director

 Councilmember

 Councilmember

 Councilmember



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Accounts Payable Checks and EFTs for period of 05/26/2015 to 06/08/2015

Invoice	AccountCode	Account Description	Item Description	Amount	
Ace Hardware			Check 38605	6/8/2015	\$166.44
46614	001-008-521-20-31-01	LE-Operating Costs	Battery/Bucket	\$17.35	
46468	001-008-521-20-31-01	LE-Operating Costs	Brass nozzle	\$7.05	
46568	001-008-521-20-31-01	LE-Operating Costs	Rodent traps - N Lakeshore Dr	\$17.33	
46375	001-012-572-20-31-00	CS-Library-Office & Operating	Water valve at Library	\$14.11	
46375	101-016-544-90-31-02	ST-Operating Cost	Pliers	\$14.10	
46430	101-016-544-90-31-02	ST-Operating Cost	Keys	\$40.16	
46543	101-016-544-90-31-02	ST-Operating Cost	Fasteners	\$1.03	
46430	410-016-531-10-31-02	SW-Operating Costs	Keys	\$40.17	
46375	410-016-531-10-31-02	SW-Operating Costs	Pliers	\$14.11	
46543	410-016-531-10-31-02	SW-Operating Costs	Fasteners	\$1.03	
ACES			Check 38606	6/8/2015	\$329.00
10781GR	001-005-517-60-31-00	HR-Safety Program	Safety Topic: American Stroke Month	\$75.46	
10781GR	101-016-517-60-31-00	ST-Safety Program	Safety Topic: American Stroke Month	\$126.77	
10781GR	410-016-517-60-31-00	SW-Safety Program	Safety Topic: American Stroke Month	\$126.77	
Advantage Building Services			Check 38607	6/8/2015	\$651.70
1596	001-007-558-50-41-00	PL-Professional Servic	Janitorial Services	\$28.75	
1596	001-007-559-30-41-00	PB-Professional Srv	Janitorial Services	\$28.75	
1596	001-008-521-20-41-00	LE-Professional Services	Janitorial Services	\$300.00	
1596	001-010-576-80-41-00	PK-Professional Services	Janitorial Services	\$19.16	
1596	001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Services	\$115.00	
1596	001-013-518-20-41-00	GG-Professional Service	Janitorial Services	\$156.00	

Invoice	AccountCode	Account Description	Item Description	Amount
1596	101-016-542-30-41-02	ST-Professional Service	Janitorial Services	\$19.17
1596	410-016-531-10-41-01	SW-Professional Services	Janitorial Services	\$19.17
1596	621-000-386-00-00-00	Retainage -Public Bldg Maint	Retainage-Advantage svcs	(\$34.30)
AFLAC			Check 0	6/8/2015
				\$1,495.80
06/01/2015	001-000-284-00-00-00	Payroll Liability Other	Employee paid Insurance Prem	\$1,495.80
American Promotional Events Inc			Check 38608	6/8/2015
				\$100.00
LUA2015-0051	001-000-342-40-00-00	Protective Inspections - Fire	Refund Fire Stand fees LUA2015-0051	\$15.00
LUA2015-0051	633-000-386-40-00-00	Fire Department Fees	Refund Fire Stand fees LUA2015-0051	\$85.00
Assoc of Washington Cities EFT			Check 0	6/8/2015
				\$91,056.53
06/2015	001-000-283-00-00-00	Payroll Liability Medical	Medical Insurance Premium	\$91,056.70
06/2015	001-013-518-30-20-00	GG-Benefits	Medical Insurance Premium	(\$0.17)
Bark Time Blower Truck Service Inc			Check 38609	6/8/2015
				\$4,067.07
14151	001-010-576-80-31-03	PK-Lundeen-Op Costs	ADA Approved Playchips-Lundeen playground	\$4,067.07
Barnes James			Check 38610	6/8/2015
				\$175.00
6/2 req	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem-SRO Advanced Class-Tukwilla WA-Ba	\$63.00
6/2 req	001-008-521-21-43-00	LE-Boating-Travel	Per Diem-WSSO Conf-Kennewick WA-Barnes	\$112.00
Bills Blueprint			Check 38611	6/8/2015
				\$21.89
509679	001-007-558-50-49-02	PL-Printing and Bindin	Print job-James Ihnot	\$21.89
Bitco Software LLC			Check 38612	6/8/2015
				\$5,430.00
624	001-007-558-50-41-02	PL-Software Maint.	Annual Maintenance fee	\$5,430.00
BLR			Check 38613	6/8/2015
				\$479.00
16667620	001-005-518-10-49-00	HR-Miscellaneous	Wash Employment Law Letter	\$479.00
Blumenthal Uniforms			Check 38614	6/8/2015
				\$564.67

Invoice	AccountCode	Account Description	Item Description	Amount	
136524	001-008-521-20-26-00	LE-Clothing	Uniform items - Shein	\$224.06	
134034	001-008-521-20-26-00	LE-Clothing	Badge Holder - Lambier	\$17.70	
135380	001-008-521-20-26-00	LE-Clothing	Uniform items - Adams	\$67.32	
132155	001-008-521-20-26-00	LE-Clothing	Uniform items - Lambier	\$211.23	
137611	001-008-521-20-26-00	LE-Clothing	Nametags-Parnell/Lyons	\$44.36	
Carquest Auto Parts Store			Check 38615	6/8/2015	\$38.50
2421-221814	001-008-521-20-31-01	LE-Operating Costs	Light bulb	\$30.93	
2421-222039	101-016-544-90-31-02	ST-Operating Cost	Throttle Ball Joint PW1 toolbox	\$0.97	
2421-222039	410-016-531-10-31-02	SW-Operating Costs	Throttle Ball Joint PW1 toolbox	\$0.97	
2421-221598	410-016-531-10-31-02	SW-Operating Costs	Light bulb on PW7	\$5.63	
Carter David			Check 38616	6/8/2015	\$217.00
6/2 req	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem-NASRO Basic-Tukilla WA-Carter	\$105.00	
6/2 req	001-008-521-21-43-00	LE-Boating-Travel	Per Diem-WSSO Conf-Kennewick WA-Carter	\$112.00	
Cascade Collision Center Inc			Check 38617	6/8/2015	\$3,341.57
3770	001-008-521-20-48-00	LE-Repair & Maintenance	Collision Repair of PT56	\$3,341.57	
Cemex			Check 38618	6/8/2015	\$312.80
9430934589	410-016-531-10-31-02	SW-Operating Costs	Asphalt for Storm drain on Switch Road	\$312.80	
CHS Engineers LLC			Check 38619	6/8/2015	\$2,629.23
371505	101-016-544-20-41-00	ST-Prof Srv - Engineering	LUA2015-0027 ROW Vacation 79th	\$535.68	
371502	101-016-544-20-41-00	ST-Prof Srv - Engineering	LUA2015-0030 Holly BLA	\$1,025.76	
371504	101-016-544-20-41-00	ST-Prof Srv - Engineering	LUA2015-0032 Bayview Plat	\$1,067.79	
City of Everett			Check 38620	6/8/2015	\$1,225.00
11500111	001-008-554-30-51-00	LE-Environmental-Animal Contr	Animal shelter services - April 2015	\$775.00	

Invoice	AccountCode	Account Description	Item Description	Amount
115001086	410-016-531-10-41-01	SW-Professional Services	Fecal Coliform test	\$450.00
City of Marysville			Check 38621	6/8/2015
				\$20.23
POLIN11-0540	001-008-523-60-51-00	LE-Jail	Prisoner Medical-April 2015	\$20.23
Code Publishing Co			Check 38622	6/8/2015
				\$553.37
49920	001-003-514-20-41-00	CC-Professional Services	Municiple code update-Ords 931-932	\$125.77
49890	001-003-514-20-41-00	CC-Professional Services	Municiple code update-Ords 890-901	\$427.60
Comcast			Check 38623	6/8/2015
				\$93.96
5/15 0810218	001-008-521-20-42-00	LE-Communication	Internet services - N Lakeshore Dr	\$93.96
Concrete Norwest			Check 38624	6/8/2015
				\$271.50
128881	101-016-544-90-31-02	ST-Operating Cost	Ecology Blocks - Overlay projects	\$271.50
ConfirmdeliveryCom			Check 38625	6/8/2015
				\$232.01
1364	001-008-521-20-42-00	LE-Communication	ParcelPaks for passport mailing	\$232.01
Corporate Office Supply			Check 38626	6/8/2015
				\$273.30
161404i	001-005-518-10-31-00	HR-Office Supplies	Index dividers	\$14.99
162076i	001-007-559-30-31-00	PB-Office Supplies	File folder labels	\$21.71
162058i	001-008-521-20-31-00	LE-Office Supplies	Tape/Wipes/Paper	\$131.02
162062i	001-010-576-80-31-01	PK-Ops-Clothing	Vests	\$81.97
161404i	001-013-518-20-31-00	GG-Operating	folders/sign/staples	\$23.61
Correctional Industries			Check 38627	6/8/2015
				\$687.22
45-110729	001-008-521-20-31-00	LE-Office Supplies	Printing for LS Police Evidence Unit	\$687.22
Curvature			Check 38628	6/8/2015
				\$1,356.51
518082	510-006-594-18-64-00	Capital - Purch Computer Equip	Switch for connection to County New World d	\$1,356.51
Datec Inc			Check 38629	6/8/2015
				\$752.66

Invoice	AccountCode	Account Description	Item Description	Amount
32105	111-008-521-20-31-00	Drug Seize - Op Supplies	Evidence Barcoding supplies	\$752.66
Dept of Commerce			Check 38630	6/8/2015
				\$1,179,343.62
PWTF-81238	401-070-591-35-71-00	PWTF 2002 - Principal	PWTF LOAN #PW-02-691-029	\$85,691.18
PWTF-98977	401-070-591-35-71-01	PWTF 2005 - Principal	PWTF LOAN #PW-05-691-PRE-137	\$52,631.58
PWTF-181161	401-070-591-35-71-02	PWTF 2006 - Principal	PWTF LOAN #PW-06-962-020	\$409,539.48
PWTF-208276	401-070-591-35-71-03	PWTF 2008 - Principal	PWTF LOAN #PC08-951-023	\$553,179.82
PWTF-81238	401-070-592-35-83-00	PWTF 2002 - Interest	PWTF LOAN #PW-02-691-029	\$3,427.65
PWTF-98977	401-070-592-35-83-01	PWTF 2005 - Interest	PWTF LOAN #PW-05-691-PRE-137	\$11,578.95
PWTF-181161	401-070-592-35-83-02	PWTF 2006 - Interest	PWTF LOAN #PW-06-962-020	\$24,572.37
PWTF-208276	401-070-592-35-83-03	PWTF 2008 - Interest	PWTF LOAN #PC08-951-023	\$38,722.59
Dept of Retirement (Deferred Comp)			Check 0	6/8/2015
				\$2,290.00
06/01/2015	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,290.00
Dept of Retirement PERS LEOFF			Check 0	6/8/2015
				\$57,039.80
06/01/2015	001-000-282-00-00-00	Payroll Liability Retirement	PERS LEOFF Contributions	\$57,039.80
EFTPS Electronic Federal Tax Pmt System			Check 0	6/8/2015
				\$54,126.54
06/01/2015	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$54,126.54
Electronic Business Machines			Check 38631	6/8/2015
				\$98.19
114196	001-007-558-50-48-00	PL-Repairs & Maint.	Copier maintenance	\$24.55
114196	001-007-559-30-48-00	PB-Repair & Maintenance	Copier maintenance	\$24.55
114196	101-016-542-30-48-00	ST-Repair & Maintenance	Copier maintenance	\$24.55
114196	410-016-531-10-48-00	SW-Repairs & Maintenance	Copier maintenance	\$24.54
Feldman and Lee			Check 38632	6/8/2015
				\$9,000.00
May 2015	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services - May 2015	\$9,000.00

Invoice	AccountCode	Account Description	Item Description	Amount	
Frontier			Check 38633	6/8/2015	\$145.63
5/15 4253340835	001-013-518-20-42-00	GG-Communication	Telephone services	\$29.48	
5/15 4253979674	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic control modem	\$57.20	
5/15 4253340835	101-016-543-30-42-00	ST-Communications	Telephone services	\$29.47	
5/15 4253340835	410-016-531-10-42-00	SW-Communications	Telephone services	\$29.48	
Grainger			Check 38634	6/8/2015	\$59.27
9738561480	001-013-518-20-31-00	GG-Operating	Light fixture for City Hall	\$37.73	
9746402867	101-016-544-90-31-02	ST-Operating Cost	Furniture polish	\$10.77	
9746402867	410-016-531-10-31-02	SW-Operating Costs	Furniture polish	\$10.77	
Graybar			Check 38635	6/8/2015	\$29.58
979054002	510-006-594-18-64-00	Capital - Purch Computer Equip	Patch cable for connection to County New Wo	\$29.58	
Industrial Supply Inc			Check 38636	6/8/2015	\$81.66
556940	101-016-544-90-31-02	ST-Operating Cost	Post hole digging bar	\$40.83	
556940	410-016-531-10-31-02	SW-Operating Costs	Post hole digging bar	\$40.83	
Irwin Dennis			Check 38637	6/8/2015	\$514.50
5/29 req	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem-Firearms Inst-Richland WA-Irwin	\$424.50	
6/1 req	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem-FTO training-Everett WA-Irwin	\$90.00	
Johns Cleaning Service			Check 38638	6/8/2015	\$117.27
1579	001-008-521-20-26-00	LE-Clothing	Uniform cleaning	\$117.27	
Kim PS Inc Jamie			Check 38639	6/8/2015	\$232.50
5Z0275969	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services	\$232.50	

Invoice	AccountCode	Account Description	Item Description	Amount	
KPFF Consulting Engineers Inc			Check 38640	6/8/2015	\$12,600.32
41500850-0515	309-016-595-61-63-01	Sidewalk Construction	Engineering svcs-N Davies Sidewalk Project	\$12,600.32	
Lake Industries LLC			Check 38641	6/8/2015	\$659.93
266662	101-016-544-90-31-02	ST-Operating Cost	1 1/4 Minus Crushed Rock	\$356.84	
266681	101-016-544-90-31-02	ST-Operating Cost	1 1/4 Minus Crushed Rock	\$303.09	
Lake Stevens Mini Mart			Check 38642	6/8/2015	\$76.74
19961	001-008-521-20-31-01	LE-Operating Costs	Rodent bait for N Lakeshore Dr	\$4.79	
17779	001-008-521-20-32-00	LE-Fuel	Fuel for Boat PT01	\$71.95	
Lake Stevens Police Guild			Check 38643	6/8/2015	\$1,078.50
06/01/15	001-000-284-00-00-00	Payroll Liability Other	Union Dues 06/01/2015	\$1,078.50	
Lakeside Industries			Check 38644	6/8/2015	\$814.50
3255644MB	101-016-544-90-31-02	ST-Operating Cost	EZ Streets asphalt patch	\$814.50	
Langseth Environmental Services Inc			Check 38645	6/8/2015	\$2,751.00
031141	101-016-542-30-41-02	ST-Professional Service	Environmental consulting svcs-City Lot	\$1,375.50	
031141	410-016-531-10-41-01	SW-Professional Services	Environmental consulting svcs-City Lot	\$1,375.50	
Libby Environmental Inc			Check 38646	6/8/2015	\$1,814.00
L150430-1	101-016-542-30-41-02	ST-Professional Service	Environmental consulting services-City Lot	\$442.00	
L150513-3	101-016-542-30-41-02	ST-Professional Service	Environmental consulting services-City Lot	\$465.00	
L150513-3	410-016-531-10-41-01	SW-Professional Services	Environmental consulting services-City Lot	\$465.00	
L150430-1	410-016-531-10-41-01	SW-Professional Services	Environmental consulting services-City Lot	\$442.00	
Lowes Companies			Check 38647	6/8/2015	\$164.93
911429	001-007-558-50-31-01	PL-Operating Costs	Microwave	\$36.05	
911429	001-007-559-30-31-01	PB-Operating Cost	Microwave	\$36.05	

Invoice	AccountCode	Account Description	Item Description	Amount	
911429	101-016-544-90-31-02	ST-Operating Cost	Microwave	\$36.05	
965513	101-016-544-90-31-02	ST-Operating Cost	Cargo Tool bag	\$10.36	
965513	410-016-531-10-31-02	SW-Operating Costs	Cargo Tool bag	\$10.37	
911429	410-016-531-10-31-02	SW-Operating Costs	Microwave	\$36.05	
Monroe Correctional Complex			Check 38648	6/8/2015	\$431.40
MCC1504.198	001-008-521-20-48-00	LE-Repair & Maintenance	DOC Work crew labor	\$21.78	
MCC1504.198	001-010-576-80-48-00	PK-Repair & Maintenance	DOC Work crew labor	\$21.78	
MCC1504.198	101-016-542-30-48-00	ST-Repair & Maintenance	DOC Work crew labor	\$207.46	
MCC1504.198	410-016-531-10-48-00	SW-Repairs & Maintenance	DOC Work crew labor	\$180.38	
Nationwide Retirement Solution			Check 0	6/8/2015	\$1,250.00
06/01/2015	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$1,250.00	
Office of The State Treasurer			Check 38649	6/8/2015	\$8,044.84
May 2015	633-007-586-00-00-02	Building - State Bl	May 2015 State Court Fees	\$108.00	
May 2015	633-008-586-00-00-03	Public Safety And Ed. 1986	May 2015 State Court Fees	\$3,568.17	
May 2015	633-008-586-00-00-04	Public Safety And Education	May 2015 State Court Fees	\$2,212.56	
May 2015	633-008-586-00-00-05	Judicial Information System-Ci	May 2015 State Court Fees	\$831.77	
May 2015	633-008-586-00-00-08	Trauma Care	May 2015 State Court Fees	\$321.68	
May 2015	633-008-586-00-00-09	School Zone Safety	May 2015 State Court Fees	\$232.18	
May 2015	633-008-586-00-00-10	Public Safety Ed #3	May 2015 State Court Fees	\$118.41	
May 2015	633-008-586-00-00-11	Auto Theft Prevention	May 2015 State Court Fees	\$461.57	
May 2015	633-008-586-00-00-12	HWY Safety Act	May 2015 State Court Fees	\$35.28	
May 2015	633-008-586-00-00-13	Death Inv Acct	May 2015 State Court Fees	\$23.27	
May 2015	633-008-586-00-00-14	WSP Highway Acct	May 2015 State Court Fees	\$131.95	
Pakor Inc NW8935			Check 38650	6/8/2015	\$496.42

Invoice	AccountCode	Account Description	Item Description	Amount
8012829	001-008-521-20-31-01	LE-Operating Costs	Passport photo supplies	\$496.42
Perteet Engineering Inc			Check 38651	6/8/2015
				\$1,723.45
20110012.010-1	101-016-544-20-41-00	ST-Prof Srv - Engineering	Environmental consult-Tackitt Property	\$1,723.45
Red Lion Spokane			Check 38652	6/8/2015
				\$677.28
499333	001-008-521-20-43-00	LE-Travel & Meetings	Hotel-WASPC Conf-J Ubert	\$338.64
499335	001-008-521-20-43-00	LE-Travel & Meetings	Hotel-WASPC Conf-Lorentzen	\$338.64
Republic Services 197			Check 38653	6/8/2015
				\$744.79
5/15 0805898	001-010-576-80-31-00	PK-Operating Costs	Dumpster svcs - Lundeen Park	\$246.84
5/15 0805898	001-010-576-80-45-00	PK-Equipment Rental	Dumpster rental - Lundeen Park	\$13.49
5/15 5541269	001-013-518-20-31-00	GG-Operating	Dumpster services - City Hall	\$108.31
5/15 5541269	001-013-518-20-45-00	GG-Equipment Rental	Dumpster rental - City Hall	\$15.00
5/15 0807731	101-016-542-30-45-00	ST-Rentals-Leases	Dumpster Rental - City Shop	\$7.82
5/15 0807731	101-016-544-90-31-02	ST-Operating Cost	Dumpster services - City Shop	\$172.76
5/15 0807731	410-016-531-10-31-02	SW-Operating Costs	Dumpster services - City Shop	\$172.75
5/15 0807731	410-016-531-10-45-00	SW-Equipment Rental	Dumpster Rental - City Shop	\$7.82
Rice Signs LLC			Check 38654	6/8/2015
				\$1,259.48
46905	101-016-542-64-31-00	ST-Traffic Control - Supply	Street name signs	\$1,259.48
Snohomish County Human Service			Check 38655	6/8/2015
				\$1,641.39
1000383227	001-013-566-00-51-00	GG-Liquor Tax to SnoCo	1st Quarter Alchohol Taxes	\$1,641.39
Snohomish County PUD			Check 38656	6/8/2015
				\$1,564.77
114256349	001-008-521-50-47-00	LE-Utilities	200558690	\$108.99
127511498	001-010-576-80-47-00	PK-Utilities	200493443	\$30.90
130822036	001-010-576-80-47-00	PK-Utilities	203599006	\$120.00

Invoice	AccountCode	Account Description	Item Description	Amount	
160201447	001-010-576-80-47-00	PK-Utilities	203203245	\$370.39	
114254084	001-010-576-80-47-00	PK-Utilities	202340527	\$17.20	
150533483	101-016-542-63-47-00	ST-Lighting - Utilities	203728159	\$93.45	
143954029	101-016-542-63-47-00	ST-Lighting - Utilities	203731153	\$144.95	
143954028	101-016-542-63-47-00	ST-Lighting - Utilities	203730189	\$123.28	
114254084	101-016-542-63-47-00	ST-Lighting - Utilities	202340527	\$17.20	
120889232	101-016-542-63-47-00	ST-Lighting - Utilities	202013249	\$144.26	
124206094	101-016-542-63-47-00	ST-Lighting - Utilities	203582010	\$136.93	
130822036	101-016-543-50-47-00	ST-Utilities	203599006	\$120.00	
130822036	410-016-531-10-47-00	SW-Utilities	203599006	\$120.01	
114254084	410-016-531-10-47-00	SW-Utilities	202340527	\$17.21	
Snohomish County PW V			Check 38657	6/8/2015	\$12,362.93
1000383116	001-008-521-20-48-00	LE-Repair & Maintenance	Vehicle Repair	\$3,923.91	
1000383116	101-016-542-30-48-00	ST-Repair & Maintenance	Vehicle Repair	\$3,205.24	
1000383116	101-016-542-64-31-00	ST-Traffic Control - Supply	Street signs	\$2,028.53	
1000383116	410-016-531-10-48-00	SW-Repairs & Maintenance	Vehicle Repair	\$3,205.25	
Snohomish County Treasurer			Check 38658	6/8/2015	\$138.88
May 2015	633-008-586-00-00-01	Crime Victims Compensation	May 2015 Crime Victims Compensation	\$138.88	
Sound Publishing Inc			Check 38659	6/8/2015	\$203.32
EDH632974	001-007-558-50-41-03	PL-Advertising	LUA2015-0025 Daniel Statner Prelim Short Pla	\$65.48	
EDH634494	001-007-558-50-41-03	PL-Advertising	LUA2015-0038 Sukaya dock repair	\$75.80	
EDH634606	001-007-558-50-41-03	PL-Advertising	Open House-20 Comprehensive plan	\$62.04	
Standard Insurance Company			Check 0	6/8/2015	\$4,551.13
06/01/2015	001-000-284-00-00-00	Payroll Liability Other	Life/Disability Ins Premiums	\$99.00	

Invoice	AccountCode	Account Description	Item Description	Amount	
06/01/2015	001-002-513-11-20-00	AD-Benefits	Life/Disability Ins Premiums	\$58.10	
06/01/2015	001-003-514-20-20-00	CC-Benefits	Life/Disability Ins Premiums	\$88.94	
06/01/2015	001-004-514-23-20-00	FI-Benefits	Life/Disability Ins Premiums	\$102.26	
06/01/2015	001-005-518-10-20-00	HR-Benefits	Life/Disability Ins Premiums	\$62.81	
06/01/2015	001-006-518-80-20-00	IT-Benefits	Life/Disability Ins Premiums	\$120.62	
06/01/2015	001-007-558-50-20-00	PL-Benefits	Life/Disability Ins Premiums	\$380.00	
06/01/2015	001-007-559-30-20-00	PB-Benefits	Life/Disability Ins Premiums	\$204.16	
06/01/2015	001-008-521-20-20-00	LE-Benefits	Life/Disability Ins Premiums	\$2,317.62	
06/01/2015	001-010-576-80-20-00	PK-Benefits	Life/Disability Ins Premiums	\$12.19	
06/01/2015	001-013-518-30-20-00	GG-Benefits	Life/Disability Ins Premiums	\$18.05	
06/01/2015	101-016-542-30-20-00	ST-Benefits	Life/Disability Ins Premiums	\$545.50	
06/01/2015	401-070-535-10-20-00	SE-Benefits	Life/Disability Ins Premiums	\$33.67	
06/01/2015	410-016-531-10-20-00	SW-Benefits	Life/Disability Ins Premiums	\$508.21	
Staples			Check 38660	6/8/2015	\$84.65
3266282105	001-008-521-20-31-01	LE-Operating Costs	Flash drives	\$30.36	
3266282104	001-008-521-20-31-01	LE-Operating Costs	USB drive	\$54.29	
Tacoma Screw Products Inc			Check 38661	6/8/2015	\$188.96
30678373	001-010-576-80-31-00	PK-Operating Costs	Nitrile gloves	\$30.06	
30677265	101-016-544-90-31-02	ST-Operating Cost	White upside down paint	\$98.78	
30678373	101-016-544-90-31-02	ST-Operating Cost	Nitrile gloves	\$30.06	
30678373	410-016-531-10-31-02	SW-Operating Costs	Nitrile gloves	\$30.06	
Teamsters Local No 763			Check 38662	6/8/2015	\$772.00
06/01/2015	001-000-284-00-00-00	Payroll Liability Other	Union Dues	\$772.00	
Tetra Tech Inc			Check 38663	6/8/2015	\$5,815.86

Invoice	AccountCode	Account Description	Item Description	Amount
50920679	304-016-594-31-63-00	Capital - SWM Drainage Improve	Enviro consult - drainage pond 20th St SE/79th	\$5,815.86
United Way of Snohomish Co			Check 38664	6/8/2015
06/01/2015	001-000-284-00-00-00	Payroll Liability Other	Employee Contributions	\$161.68
Washington Assoc of Sheriffs and Poli			Check 38665	6/8/2015
INV026349	001-008-521-40-49-01	LE-Staff Development	2015 WASPC Conf Ubert/Lorentzen	\$600.00
Washington State Support Registry			Check 0	6/8/2015
06/01/2015	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$657.46
Washington Teamsters Welfare Trust			Check 38666	6/8/2015
06/01/15	001-000-283-00-00-00	Payroll Liability Medical	Teamsters Dental Ins Premiums	\$1,308.60
Washington Tractor			Check 38667	6/8/2015
733276	001-010-576-80-31-00	PK-Operating Costs	Mower Blade	\$77.26
733271	001-010-576-80-31-00	PK-Operating Costs	Mower Blades/wheels/V-Belts	\$210.16
733274	101-016-544-90-31-02	ST-Operating Cost	Operators manual - tractor	\$26.63
733274	410-016-531-10-31-02	SW-Operating Costs	Operators manual - tractor	\$26.62
Wells Neil Chad			Check 38668	6/8/2015
6/1 req	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem-FTO training-Everett WA-Wells	\$90.00
Zachor and Thomas Inc PS			Check 38669	6/8/2015
645	001-011-515-30-41-01	PG-Prosecutor Fees	Prosecuto services - May 2015	\$8,923.20
Total Disbursements				\$1,493,613.60

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

Tuesday, May 26, 2015
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:00 p.m. by Mayor Vern Little

COUNCILMEMBERS PRESENT: Todd Welch, Suzanne Quigley, Kim Daughtry, Marcus Tageant, Sam Low and John Spencer

COUNCILMEMBERS ABSENT: Kathy Holder

STAFF MEMBERS PRESENT: Finance Director/City Clerk Barb Stevens, Planning and Community Development Director Rebecca Ableman McCrary, Public Works Director Mick Monken, Human Resources Director Steve Edin, Police Chief Dan Lorentzen, Deputy City Clerk Kathy Pugh and City Attorney Cheryl Beyer, Police Officer Gleb Shein

OTHERS: Jared Olsen, Tanner Luke Siler

Excused Absence: Moved by Councilmember Quigley, seconded by Councilmember Daughtry, to excuse Councilmember Holder from the meeting. On vote the motion carried (6-0-0-1).

Guest Business: None.

Eagle Scout Recognition: Mayor Little recognized Tanner Luke Siler and Jared Olsen for attaining their Eagle Scout rank and presented each with a Certificate.

New Employee Introduction: Police Chief Dan Lorentzen introduced new Police Officer Gleb Shein, who will be attending the Law Enforcement Academy beginning June 8, 2015.

Consent Agenda:

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Low to approve (A) 2015 Vouchers [Payroll Direct Deposits of \$139,218.24, Payroll Check Nos. 38544-38545 totaling \$4,259.00, Tax Deposits of \$57,578.30, Electronic Funds Transfers (ACH) of \$61,570.44, Claims Check Nos. 38546-38599 totaling \$92,764.43, Void Check No. 38073 in the amount of \$750.00, Total Vouchers Approved: \$354,641.40]; (B) May 11, 2015 City Council Regular Meeting Minutes; (C) Ordinance 933 re Budget Amendment No. 2 to 2015 Budget; (D) Department of Revenue Data Sharing Agreement. On vote the motion carried unanimously (6-0-0-1).

Public Hearing and First and Final Reading of Ordinance 934 Providing for Right-of-Way Vacation of 9,126 Square Feet of 79th Avenue SE to be Transferred to the Adjacent Tackitt Property (Trestle Station): City Clerk Finance Director Barb Stevens opened the public hearing and read the Public Hearing Procedures for the record.

Planning and Community Development Director Rebecca Ableman McCrary presented the staff report, saying this proposal is to construct a commercial retail center at 1933 – 79th Avenue SE. She reviewed the history of the project and the legal requirements for the project to be approved, and said the project design is predicated on the City vacating 9,126 square feet of unused right of way in exchange for payment to the City of \$5,231. Staff's recommendation is for Council to approve the vacation of this right of way. Director Ableman McCrary then responded to Councilmembers' questions.

City Attorney Beyer responded to a question related to the timing of recording of the ordinance and receipt by the City of payment.

Proponent Patrick McCourt, 10515 20th Street SE, Suite 202, Lake Stevens, representing the applicant Tackitt, said he understands that the paperwork is in place and that the check will be delivered to the City at the time the ordinance is effective and the Right-of-Way Vacation is ready for recording.

Mayor Little invited public comment and there was none.

MOTION: Councilmember Welch moved, Councilmember Low seconded, to close the Public Comment portion of the Public Hearing. On vote the motion carried (6-0-0-1).

MOTION: Councilmember Welch moved, Councilmember Spencer seconded, to close the Public Hearing. On vote the motion carried (6-0-0-1).

MOTION: Councilmember Low moved, Councilmember Daughtry seconded, to approve Ordinance 934 providing for vacation of approximately 9,125 square feet of right of way land between the Tackitt property (Parcel No. 00432400300100) and adjacent City right-of-way located off 79th Avenue SE and 20th Street SE subject to payment of compensation. On vote the motion carried (5-0-1-1) with Councilmember Tageant abstaining due to a personal interest in the project.

Action Items: None.

Discussion Items:

Sign Permit Fees: Planning and Community Development Director Ableman McCrary reviewed the staff report and said that staff completed a survey of surrounding cities. The surveyed cities use a building permit process and build a sliding scale in for the sign permit fee; some cities also charge a base fee. The survey results show that Lake Stevens' flat fee is predictable. Director Ableman McCrary explained that proposed signs are reviewed against city code requirements and then there is an inspection at installation. Permit fees are intended to cover staff time. She then responded to Councilmembers' questions.

There was consensus to revisit the sign permitting fee and to look at combining it with the permit application fee.

Sound Transit Phase 3: Mayor Little referred to the material distributed at the beginning of the meeting and said it is important that the City endorse efforts to ensure that Sound Transit locates light rail in Everett as part of the Puget Sound regional connectivity efforts. He said the request for support came to him through the Economic Alliance of Snohomish County. The

funding for this effort does not go through the Legislature, but it comes from the Sound Transit taxing district.

The current projected time frame for Sound Transit 3 completion is in 2023 in conjunction with completion of the new Everett college campus.

Mayor Little encouraged that endorsing this effort is an endorsement of a transportation system for the County, although there is no direct benefit to the City at this time.

There was consensus to endorse the letter being sent to Sound Transit.

Discussion turned to the letter directed to Representative Mark Harmsworth regarding the pending transportation packages and the comparison between the House and Senate positions on transportation.

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

Councilmember Tageant: Snohomish County Cities dinner; Councilmember Welch: Snohomish County Cities dinner; Councilmember Spencer: Sewer District Commissioner Meeting; Councilmember Low: Sewer District Commissioner Meeting, Health Board meetings, Snohomish County Cities dinner, noted the Police and Public Works Departments were recently recognized; Councilmember Daughtry: Snohomish County Cities dinner.

Mayor's Business: None.

Staff Reports: Staff reported on the following:

Planning and Community Development Director Becky Ableman McCrary: Will be attending, with Economic Development Coordinator Jeanie Ashe, the same presentation as was seen at the Snohomish County Cities dinner, the Planning Commission is holding an open house on the Comprehensive Plan Update on June 3, 2015, Alliance for Housing Affordability, Design Review Board; Public Works Director Mick Monken: Updated on status of lawn mower repair and new light on 20th Street SE, Grimm House roof repair, City recognized nationally for mini roundabouts; Police Chief Lorentzen: Community meet and greets with new Fire Chief O'Brien.

Adjourn:

Moved by Councilmember Tageant, seconded by Councilmember Quigley to adjourn the meeting at 8:18 p.m. On vote motion carried (6-0-0-1).

Vern Little, Mayor

Kathy Pugh, Deputy City Clerk



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APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: NA (Funding on the TIP comes from a variety of sources and are only preliminary estimates.)

ATTACHMENTS:

- ▶ Exhibit A: Resolution 2015-10
 - Attachment A: Proposed 2016-2021 Six Year TIP with costs distributions
 - Attachment B: Proposed 2016-2021 Six Year TIP with expenditure year projections
- ▶ Exhibit B: Project map

EXHIBIT A

**CITY OF LAKE STEVENS
Lake Steven Washington**

RESOLUTION NO. 2015-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN FOR THE YEARS 2016-2021 AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND THE PUGET SOUND REGIONAL COUNCIL.

WHEREAS, pursuant to the requirements of Chapters 35.77 and 47.26 RCW, the City Council of the City of Lake Stevens has previously adopted a comprehensive street plan, including an arterial street construction plan, and has thereafter periodically modified said as part of the City's Comprehensive Plan resolution, and

WHEREAS, the City Council has reviewed the work accomplished under the Plan, determined current and future City street and arterial needs, and based upon these findings has prepared a Six-Year Transportation Improvement Plan (TIP) for the ensuing six (6) calendar years; and

WHEREAS, on 8th of June 2015, following public notice as required by law, a public hearing has been held on the TIP as required by RCW 35.77.0 10; and

WHEREAS, the TIP has been updated for 2016-2021 in accordance with the State Requirements,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS DOES RESOLVE AS FOLLOWS:

Section 1. Plan Adopted. The Six-Year Transportation Improvement Plan for the City of Lake Stevens, as revised and extended for the ensuing six (6) calendar years (2016-2021), a copy of which is attached hereto as Attachment A and incorporated herein by this reference as if fully set forth herein, which Plan sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

Section 2. Filing of Plan. Pursuant to Chapter 35.77 RCW, within 30 days of the adoption of this resolution the City Clerk is hereby authorized and directed to file a copy of this Resolution, together with the Attachment A (Project Descriptions) and Attachment B (Expenditure year projections) attached hereto, with the Secretary of Transportation for the State of Washington.

ADOPTED this _____ day of June 2015.

Vern Little, Mayor

ATTEST:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

Attachment A
 TIP with project description and costs

City of Lake Stevens Start year: 2016
Transportation Improvement Program (2016 - 2021)

Revision: 5/28/2015

Proj ID #	ROAD	FROM	TO	COST	Description	Local	State/Fed	Mitigation	Dev Imp	TOTAL Project			LOCAL	GRANT
										Design	ROW	Constr		
2(2)	SR 9/4th NE - Intersection - sub-project of 2(1)	4th St NE	-	See 2(1)	Improve egress WB alignment right turn onto SR 9 and add a new right turn ingress for EB onto 4th St NE. Additional improvement is the construction of a new alignment N-S Village Way Road (93rd).	X	X	X	X					
2(1)	SR 9/SR 204 - System	91st Ave NE	4th St NE	68,000,000	System improvement that includes roundabouts at SR 9/SR 204 and SR 9/91st Ave NE, improvements to the SR 9/4th Intersection (2(2)). This is a safety, economical, local circulation, and capacity improvements.	X	X	X	X	10,200,000	8,160,000	49,640,000		68,000,000
D(1C)	SR 92 & Grade Rd RAB	Intersection		4,105,221	Roundabout intersection improvement with gateway treatment	X	X	X	X	410,522		3,694,699	1,026,305	3,078,916
3	90th Ave NE Connector	SR 204	Vernon	1,140,000	Construction of a new roadway segment that would allow for right in-right out movement for SR 204. Roadway would be developer driven			X	X	114,000	200,000	826,000	1,140,000	-
7(4)	91st Ave NE	SR 204	Vernon	351,000	Upgrade roadway to create a pedestrian friendly downtown style streetscape	X		X	X	35,100	20,000	295,900	351,000	-
W 2	SR 92 and Lake Dr Re-channelization	Intersection		200,000	State driven safety project to reduce vehicle conflicts		X			30,000		170,000		200,000
7(1)	20th St SE - Segment 1	83rd Ave SE	91st Ave SE	4,980,567	Widening of existing two lane to four lane, providing non-motorized travel area with pedestrian sidewalks and improved drainage and lighting.	X	X	X	X	573,000	935,400	3,472,167	1,041,650	2,430,517
7(3)	20th St SE - Segment 2	79th Ave SE	83rd Ave SE	3,970,366	Widening of existing two lane to four lane, providing non-motorized travel area with pedestrian sidewalks and improved drainage and lighting.	X		X	X	397,838	921,922	2,650,606	1,389,628	2,580,738
6(1)	24th St SE/73rd SE - Intersection	73rd Ave SE	-	800,000	Construction of a new intersection to provide internal vehicle and non-motorized circulation adjacent to 20th Street SE. Construction is developer driven.				X	80,000	50,000	670,000	800,000	-
6(2)	24th St SE	73rd Ave SE	79th Ave SE	3,653,000	Construction of a new roadway segment to provide internal vehicle and non-motorized circulation adjacent to 20th Street SE. Construction is developer driven.				X	365,300	200,000	3,087,700	3,653,000	-
6(3)	24th St SE/79th SE - Intersection	79th Ave SE	-	800,000	Construction of a new intersection to provide internal vehicle and non-motorized circulation adjacent to 20th Street SE. Construction is developer driven.				X	80,000	50,000	670,000	800,000	-
6(6)	24th St SE	SR 9	91st Ave SE	2,970,000	Construction of a new roadway segment to provide internal vehicle and non-motorized circulation adjacent to 20th Street SE. Construction is developer driven.				X	297,000	200,000	2,473,000	2,970,000	-

City of Lake Stevens Start year: 2016
Transportation Improvement Program (2016 - 2021)

Revision: 5/28/2015

Proj ID #	ROAD	FROM	TO	COST	Description	Local	State/Fed	Mitigation	Dev Imp	TOTAL Project			LOCAL	GRANT
										Design	ROW	Constr		
2(2)	91st Ave SE	20th St SE	4th St SE	4,770,000	Widen to a three lane section with non-motorized improvements and pedestrian improvements that include sidewalk segments and curb separated walking paved shoulder areas along the east side of the roadway	X	X	X	X	477,000	300,000	3,993,000	715,500	4,054,500
2(3)	91st Ave SE	20th St SE	24th St SE	1,950,000	New connector roadway to 24th St SE			X	X	195,000	100,000	1,655,000	1,950,000	-
8(4)	99th Ave NE	Market	4th St NE	1,170,000	Enhance Streetscape with improvement with non-motorized enhancements and circulation improvements with a possible roundabout intersection at 4th NE	X	X	X	X	117,000	40,000	1,013,000	292,500	877,500
14(7)	99th Ave SE	20th St SE	4th St SE	4,763,800	Widen to a three lane section with non-motorized improvements and pedestrian improvements that include sidewalk segments and curb separated walking paved shoulder areas along the east side of the roadway	X	X	X	X	476,380	200,000	4,087,420	1,905,520	2,858,280
14(8)	99th Ave SE	20th St SE	Lake Stevens Rd	5,507,800	Widen to a three lane section with non-motorized improvements and pedestrian improvements that include sidewalk segments and curb separated walking paved shoulder areas along the east side of the roadway			X	X	550,780		4,957,020	5,507,800	-
D(1A)	20th St NE & Main Intersection	Intersection		1,112,004	Widening to provide turn pockets or possible roundabout improvements	X	X	X	X	111,200		1,000,804	556,002	556,002
D(1B)	Grade Road	20th St NE	SR 92	15,607,836	Widen to a three lane section with non-motorized improvements and pedestrian improvements that include sidewalk segments and curb separated walking paved shoulder areas along the west side of the roadway	X	X	X	X	1,560,784	1,000,000	13,047,052	7,803,918	7,803,918
12(5)	91st Ave NE - Intersection	Vernon Rd	-	200,000	Minor widening and possible mini-roundabout to improvement safety and circulation	X		X	X	20,000		180,000	200,000	-
15(2)	Lundeen/Vernon - Intersection	Vernon Rd	-	400,000	Channelization enhancement to improvement safety and circulation. May restrict through movement for east-east crossing (Vernon)	X		X	X	40,000		360,000	400,000	-
15(1)	Vernon Road	91st Ave NE	SR 9	935,000	Minor widening to provide for turn movement and improved pedestrian movement	X		X	X	93,500		841,500	935,000	-
										16,224,404	12,377,322	98,784,868	33,437,823	92,440,371

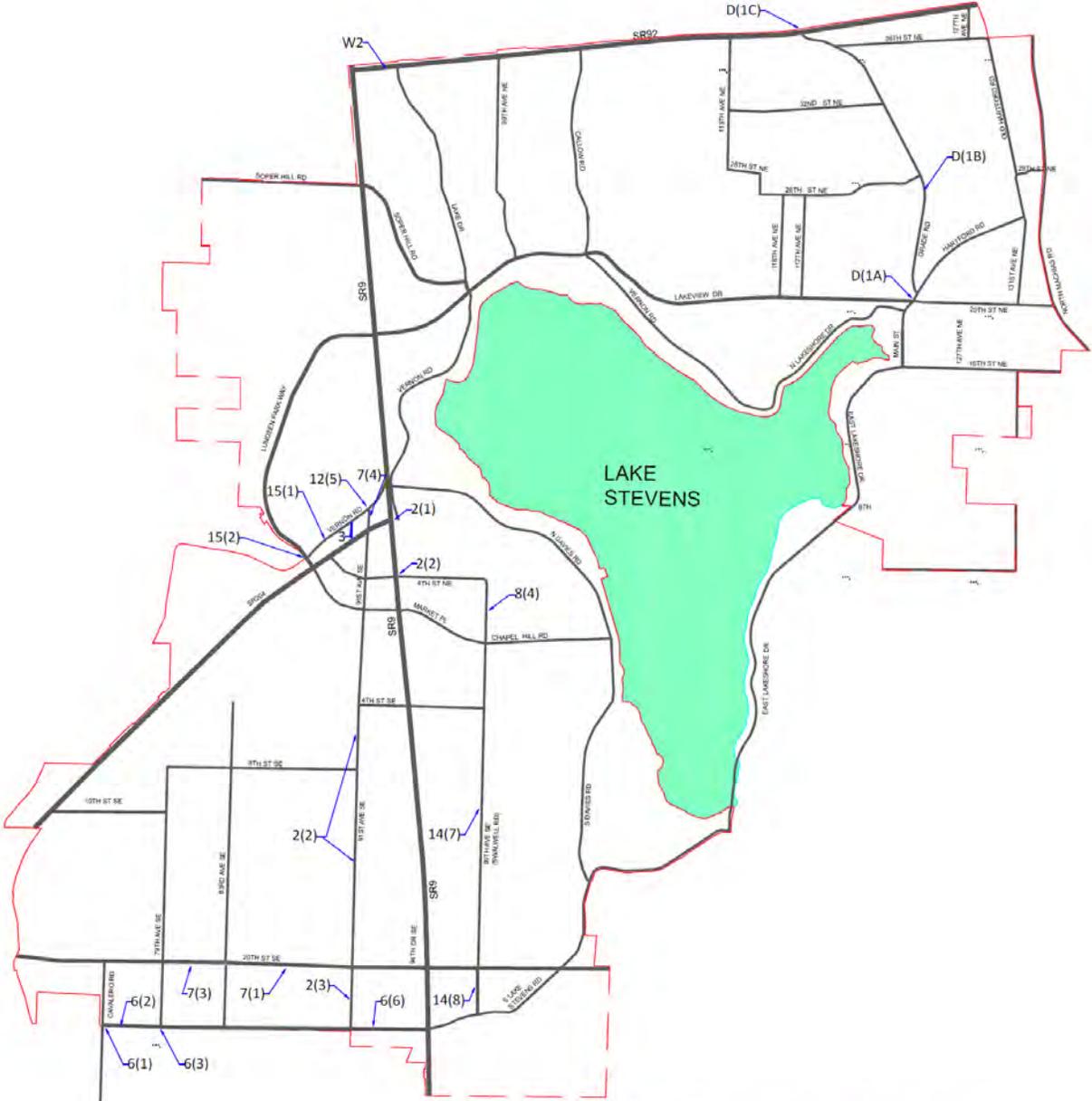
Attachment B
 TIP with estimated 6 year expenditure projections

City of Lake Stevens
Transportation Improvement Program (2016 - 2021)

Revision: 5/28/2015

Proj ID # ROAD	LOCAL	GRANT	2016			2017			2018			2019			2020			2021			Beyond
			Design	ROW	Constr	Design	ROW	Constr	Design	ROW	Constr	Design	ROW	Constr	Design	ROW	Constr	Design	ROW	Constr	
2(2) SR 9/4th NE - Intersection - sub-project of 2(1)																					
2(1) SR 9/SR 204 - System		68,000,000	1,020,000	816,000		3,060,000	2,040,000	1,200,000	2,550,000	2,856,000	1,800,000	2,040,000	2,448,000		1,530,000	6,000,000			12,000,000	28,640,000	
D(1C) SR 92 & Grade Rd RAB	1,026,305	3,078,916													410,522	1,026,305			2,668,394	-	
3 90th Ave NE Connector	1,140,000	-																114,000	200,000	826,000	
7(4) 91st Ave NE	351,000	-							35,100	20,000										-	
W 2 SR 92 and Lake Dr Re-channelization	-	200,000							30,000		170,000									-	
7(1) 20th St SE - Segment 1	1,041,650	2,430,517	250,000	374,160		323,000	561,240												1,388,867	2,083,300	-
7(3) 20th St SE - Segment 2	1,389,628	2,580,738													99,460			298,379	500,000	3,072,528	
6(1) 24th St SE/73rd SE - Intersection	800,000	-																25,000		775,000	
6(2) 24th St SE	3,653,000	-																365,300		3,287,700	
6(3) 24th St SE/79th SE - Intersection	800,000	-																80,000		720,000	
6(6) 24th St SE	2,970,000	-	297,000	200,000	494,600			1,978,400												-	
2(2) 91st Ave SE	715,500	4,054,500										95,480							998,250	3,676,270	
2(3) 91st Ave SE	1,950,000	-										195,000	100,000						1,655,000	-	
8(4) 99th Ave NE	292,500	877,500										117,000	40,000						1,013,000	-	
14(7) 99th Ave SE	1,905,520	2,858,280																476,380		4,287,420	
14(8) 99th Ave SE	5,507,800	-																550,780		4,957,020	
D(1A) 20th St NE & Main Intersection	556,002	556,002													111,200				333,601	667,203	
D(1B) Grade Road	7,803,918	7,803,918																780,392		14,827,444	
12(5) 91st Ave NE - Intersection	200,000	-							20,000		180,000									-	
15(2) Lundeen/Vernon - Intersection	400,000	-																40,000	360,000	-	
15(1) Vernon Road	935,000	-												93,500		233,750				607,750	
	33,437,823	92,440,371	1,567,000	1,390,160	494,600	3,383,000	2,601,240	3,178,400	2,635,100	2,876,000	2,150,000	2,447,480	2,588,000	2,510,767	2,244,682	-	13,009,605	2,730,231	700,000	15,361,995	66,344,335

EXHIBIT B – Project Map



2016-2021
6 YEAR TIP



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: 8 June 15

Subject: Approve the Purchase of "Salmon Migration" Art Piece for Lundeen/Callow Roundabout

Contact	Mick Monken	Budget	\$10,000
Person/Department:	<u>Public Works</u>	Impact:	<u></u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve the Arts Commission recommended purchase of the "Salmon Migration" and authorize the Mayor to enter into a purchase agreement with the Artist Gunter Reimnitz

SUMMARY/BACKGROUND: This year the Arts Commission performed a process for an artwork selection for the placement of art in the Lundeen Parkway/Callow roundabout center island. The selection stayed with the past fish theme of this roundabout. The artwork piece being recommended by the Arts Commission is "Salmon Migration" created by Gunter Reimnitz, who is located in Port Townsend. A model image is included at the end of the attached Purchase Agreement.

The size of the artwork is 8 feet high by 12 feet in diameter. By comparison, the past wooden fish artwork was approximately 6 feet in diameter with two 4 foot long fish. Prior to the installation of the artwork, the island will be mounded to improve intersection operations and to help display the artwork. Following the installation of the artwork, it is planned that landscape and rock materials will be placed in the island. A budget of \$4,000 was approved in the 2015 budget to perform the landscaping.

The cost of the Salmon Migration artwork is \$10,000. This includes fabrication, delivery, and installation on site, as well as all applicable sales and use taxes.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$10,000 from the Municipal Art Fund (112)

ATTACHMENTS:

- ▶ Exhibit A: Purchase Agreement

ATTACHMENT A

AGREEMENT FOR COMMISSION OF PUBLIC ARTWORK BETWEEN CITY OF LAKE STEVENS AND GUNTER REIMNITZ INDIVIDUALLY, AND ABRAXAS CROW COMPANY AND GUNTER REIMNITZ, SOLE PROPRIETOR

THIS AGREEMENT, is entered into this ___ day of _____, 2015 by and between The City of Lake Stevens hereinafter the “City” and Gunter Reimnitz, individually, and ABRAXAS Crow Company and Gunter Reimnitz, sole proprietor, hereinafter the “Artist”.

WHEREAS, the City has implemented the Arts Commission pursuant to Lake Stevens Municipal Code Chapter 2.29 and an authorized Municipal Arts Fund pursuant to Lake Stevens Municipal Code Chapter 3.38 for the establishment artistic expression in the community; and

WHEREAS, authority lies with the City to make payments for the acquisition, design execution, fabrication, transportation, and/or installation of artworks, including payments for the support of an artist selection process, design, execution and/or placement of Art; and

WHEREAS, the Artist is a recognized artist whose work and reputation make the Artist uniquely qualified to create the Artwork; and

WHEREAS, the Artist was selected by the City through the Arts Commission adopted by the City to support the importance of artistic expression in the community as described in Exhibit 1 in a public space located at the intersection of Callow Road and Lundeen Park Way, hereinafter the “Site”; and

WHEREAS, the Artist and City wish to undertake the obligations expressed herein;

NOW THEREFORE, in consideration of the above-stated premises and subject to the conditions set forth, the parties agree as follows:

ARTICLE 1 SCOPE OF SERVICES

1.1 Artist’s Obligations

a. The artist shall perform all services and furnish all supplies, material and/or equipment as necessary for the design and fabrication of the Artwork at the Site in accordance with the specified schedule. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.

b. The Artist shall determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the City as set forth in this Agreement.

c. The Artist shall prepare the design concept and the corresponding budget described in Section 1.3 of this Agreement. The design concept shall include a description of all materials and products utilized in the Artwork and required routine care and upkeep involved.

d. Artist shall attend public information meetings, and attend design and construction coordination meetings with the City as appropriate, to communicate about the Artwork and to ensure appropriate integration and/or installation of the Artwork.

e. The Artist shall complete the fabrication of the Artwork by the scheduled installation date as provided in Section 1.4(b)(i) of this Agreement.

f. The Artist shall secure any and all required licenses, permits and similar legal authorizations at the Artist's expense as may be necessary for the installation of the Artwork at the Site.

g. The Artist shall arrange the transportation and installation of the Artwork in consultation with the City. If the Artist does not install the Artwork himself, Artist shall supervise and approve the installation.

h. Artist shall provide a list of subcontractors along with a copy of the agreement between the Artist and each subcontractor.

i. Artist shall recommend maintenance with a description of all materials and products utilized in the Artwork and the required care and upkeep involved.

j. Artist shall provide photographic documentation of the Artwork.

k. Artist shall be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.

1.2 City's Obligations

a. The City shall perform all obligations in strict compliance with all terms and conditions in this Agreement.

b. The City shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which is needed by the Artist in order to perform.

c. The City shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations, and shall explain any limitations imposed by such laws and/or regulations to the Artist.

d. The City shall prepare the Site in accordance with the specifications detailed in the approved design concept in Section 1.3 of this Agreement. The City shall be responsible for all expenses, labor and equipment to prepare the Site for the timely transportation and installation of the Artwork. The City shall complete the Site preparations by the scheduled installation date as provided in Section 1.4(b)(i) of this Agreement or shall contact the Artist in writing informing him of any delays.

e. The City may provide and install a plaque on or near the Artwork containing a credit to the Artist and a copyright notice substantially in the following form: Copyright © [Artist's name, date of publication].

f. The City shall not permit any use of the Artist's name or misuse of the Artwork which would reflect discredit on the Artist's reputation as an artist or which would violate the spirit of the Artwork, should such use or misuse be within the City's control.

g. The City shall be responsible for leading the Artist through the required review process. The City shall be responsible for organizing and scheduling meetings with review entities and for providing the Artist written instructions for the materials required at such meetings.

h. The City shall pay the Artist a fixed fee of \$10,000, which shall constitute full and complete compensation for all the services performed, and materials furnished by the Artist under this Agreement. Payment shall be made in accordance with the payment schedule as set forth in Exhibit 3.

1.3 Design

a. Concept/Schematic

The Artist submitted a design concept/schematic (the "Design") with an accompanying budget, pursuant to an invitation extended by the City of Lake Stevens Arts Commission to the Artist, and to other Pacific Northwest artists, for the procurement of an Artist to design and fabricate an Artwork suitable for the current project, which Design was selected and approved by the City. The Design and Budget shall be attached to this Agreement as Exhibit 1 and Exhibit 2 respectively.

b. Approval

i. Within seven (7) business days after the execution of this Agreement, the City and Artist shall have a coordination meeting to discuss any required revisions to the Design in order to comply with any applicable laws, ordinances and/or regulations or for other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the Design including installation.

ii. Once the City Arts Commission has approved the Design, the City Arts Commission will schedule the presentation of the Design to the City Council. If the City Council requires any revisions to the Design, the City will submit those in writing to the Artist. The Artist will have thirty (30) calendar days to comply with such revisions. If agreed upon by both parties, such revisions will become a part of the Design.

c. Final/Construction Documents

The Artist shall prepare structural drawings detailing physical features of the construction of the Artwork and its integration with the Site. These drawings shall indicate any risks involved in the construction, integration and maintenance of the Artwork, as well as any third party

subcontractors needed to work on the project.

1.4 Budget, Payment Schedule, Construction Schedule and Progress Reports

a. Budget

i. The Artist shall prepare a budget, which shall include all goods, services and materials, with such costs itemized. The Budget shall be attached to this Agreement as Exhibit 2.

ii. Calculation of the budget will take into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.

iii. The Artist shall keep a log of the Artist's project hours and shall retain all original receipts pertaining directly to the project.

iv. If the Artist incurs costs in excess of the amount listed in the budget, the Artist shall pay such excess from the Artist's own funds unless the Artist previously obtained approval for such costs from the City

b. Schedule

i. The Artist shall notify the City of the tentative schedule for the fabrication and installation of the Artwork, including a schedule for the submission of progress reports and inspections if any. The Schedule may be amended by written agreement.

ii. A schedule for the payment of budget installments is attached to this Agreement as Exhibit 3.

1.5 Fabrication Stage

a. The Artist shall fabricate and install the Artwork in substantial conformity with the Design. The Artist may not deviate from the approved design without written approval of the City.

b. The Artist shall take reasonable measures to protect or preserve the integrity of the Artwork such as the application of protective or anti-graffiti coatings, if applicable, unless the City disapproves. Prior to requesting authorization to transport and install the Artwork, the Artist shall be required to provide the City with a list of all workers or subcontractors and equipment to be used along with the hours of operation and the scope of work to be performed on site. All additional workers or subcontractors must provide proof of insurance prior to entering the site.

c. The City shall have the right to review the Artwork at reasonable times during the fabrication thereof upon reasonable notice.

d. If the City, upon review of the Artwork, determines that the Artwork does not conform to the Design or Revised Design, the City reserves the right to notify the Artist in writing of the deficiencies and that the City intends to withhold the next budget installment.

e. The Artist will promptly cure the City objections and will notify the City in writing of completion of the cure. The City shall promptly review the Artwork, and upon approval shall release the next budget installment. If the Artist disputes the City's determination that the Artwork

does not conform, the Artist shall promptly submit reasons in writing to the City within seven (7) business days of the City's prior notification to the contrary. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether the Artist has complied with the terms of this Agreement shall remain with the City.

f. The Artist shall notify the City in writing when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation at the Site if the Artwork Was fabricated off-site.

g. The City shall inspect the Artwork within seven (7) business days after receiving notification pursuant to paragraph (f), prior to installation, to determine that the Artwork conforms to the Design and to give final approval of the Artwork. The City shall not unreasonably withhold final approval of the fabricated Artwork. In the event that the City does withhold final approval, the City shall submit the reasons for such disapproval in writing within 7 days of examining the fabricated Artwork. The Artist shall then have thirty (30) calendar days from the date of the City's notice of the disapproval to make the necessary adjustments to the fabricated Artwork in accordance with such writing. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the Artist has willfully and substantially deviated from the Design without the prior approval of the City. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.

h. The City shall promptly notify the Artist of any delays impacting installation of the Artwork. Any additional storage fees incurred as a result of such delays are the responsibility of the City. The Artist shall be required to inspect the Site prior to the transportation and installation of the Artwork and shall notify the City of any adverse Site conditions that will impact the installation of the Artwork which are in need of correction.

1.6 Changes to Design

a. Prior to the execution of any change in the approved design, Artist shall present proposed changes in writing to the City for further review and approval. The Artist must provide a detailed description of any significant changes in the artistic expression, design, dimensions and materials of the Artwork that is not permitted by nor in substantial conformity with the already approved design. Such notice will also include a detailed description of any additional costs that may be incurred or changes in the budget. Any significant change is any change which materially affects installation, scheduling, site preparation or maintenance of the Artwork or the concept of the Artwork as represented in the Design.

b. If the City approves the changes, the City shall promptly notify the Artist in writing.

c. If the City disapproves of the changes, the City shall promptly notify the Artist in writing and the Artist shall continue to fabricate the Artwork in substantial conformity with the Design.

d. The Artist's fee shall be equitably adjusted for any increase or decrease in the Artist's cost of, or time required for, performance of any services under this Agreement as a result

of revisions made to the Design under Section 1.6(a). Any claim of the Artist for adjustment under this paragraph must be asserted in writing within seven (7) business days after the date of the revision by the Artist

1.7 Installation

a. Upon the City's final approval of the fabricated Artwork, as being in conformity with the Design, the Artist shall deliver and install, with field coordination with the City, the completed Artwork to the Site in accordance with the schedule provided for in Section 1.4(b) and install per the City's approved installation details as provided by the Artist.

b. The Artist will coordinate closely with the City to ascertain that the Site is prepared to receive the Artwork. Artist must notify City of any adverse conditions at the Site that would effect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork. The Artist will confer and coordinate with the City to ensure timely coordination with the City's construction team. Artist may not install the Artwork until authorized to do so by the City.

c. The Artist shall be present to supervise the installation of the Artwork.

d. Upon written acceptance of the installation, the Artwork shall be deemed to be in the custody of the City for purposes of Article 4 and Article 6 of this Agreement.

e. Within three (3) business days after installation of the Artwork, the Artist shall furnish the City with the following electronic photographs of the Artwork as installed: 1) foundation pads (footing) with connections; 2) bolting details; 3) and overall layout

f. Upon installation of the Artwork, the City is responsible for the proper care and maintenance of the Artwork.

1.8 Approval and Acceptance

a. The Artist shall notify the City in writing when all services as required of both Parties by this Agreement prior to this paragraph have been completed in substantial conformity with the Design.

b. The City shall promptly notify the Artist of its final acceptance of the Artwork within seven (7) business days after the Artist submitted written notice pursuant to paragraph (a) above. The effective date of final acceptance shall be the date the City submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the City acknowledges completion of the Artwork in substantial conformity with the Design and that the City confirms that all services as required of both Parties by this Agreement prior to paragraph (c) of this section have been completed. Title to the Artwork passes upon final acceptance and final payment.

c. If the City disputes that all the services have been performed, the City shall notify

the Artist in writing of those services the Artist has failed to perform within three (3) business days after the Artist's submitted written notice pursuant to paragraph (a) above. The Artist shall promptly perform those services indicated by the City.

d. If the Artist disputes the City's determination that not all services have been performed, the Artist shall submit reasons in writing to the City within seven (7) business days of the City's prior notification to the contrary. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all services have been performed shall remain with the City.

e. Upon the resolution of any disputes that arise under paragraphs (c) and (d) of this section, the City shall notify the Artist of its final acceptance of the Artwork pursuant to paragraph (b) of this section.

f. After final acceptance of the Artwork the Artist shall be available at such time(s) as may be mutually agreed upon by the City and the Artist to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork.

i. During such public presentations by the Artist, the Artist shall acknowledge the City's role in funding the Artwork.

ii. The City shall be solely responsible for coordinating public information materials and activities related to public presentations.

ARTICLE 2 TAXES

Any applicable state or federal sales, use or excise taxes, or similar charges relating to the services and materials under this Agreement shall be paid by the Artist. As required, the City shall report payments made to the Artist to the Internal Revenue Department in a 1099 statement. (Utilization of Natural Resources may apply.)

ARTICLE 3 TERM OF AGREEMENT

a. Duration

This Agreement shall be effective on the date that this Agreement has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend until final acceptance by the City under Section 1.8(b), or submission of final payment to the Artist by the City under Exhibit 3, whichever is later. Extension of time of performance hereunder may be granted upon the request of one Party and the consent of the other thereto, which consent shall not be unreasonably withheld. Such extension shall be in writing, signed by both parties, and attached to the schedule under section 1.4(b)(i) which is attached as Exhibit 3.

b. Force Majeure

The City shall grant to the Artist a reasonable extension of time in the event that conditions beyond the Artist's control render timely performance of the Artist's services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the

condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either Party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

ARTICLE 4 RISK OF LOSS

The Artist shall bear the risk of loss or damage to the Artwork until the City's final acceptance of the Artwork under Section 1.8(b). The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. The City shall bear the risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control or supervision of the City or its agent(s) for the purposes of transporting, storing, installing or performing other services to the Artwork.

ARTICLE 5 ARTIST'S REPRESENTATIONS AND WARRANTIES

5.1 Warranties of Title

The Artist represents and warrants that:

- a. The Artwork is solely the result of the artistic effort of the Artist;
- b. Except as otherwise disclosed in writing to the City, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- c. The Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- d. The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- e. The Artwork is free and clear of any liens from any sources whatsoever.
- f. All Artwork created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party.
- g. The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.
- h. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence.
- i. These representations and warranties shall survive the termination or other extinction of this Agreement.

5.2 Warranties of Quality and Condition

a. The Artist represents and warrants that all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for one year after the date of final acceptance by the City under Section 1.8(b).

b. The Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety.

c. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist pursuant to Section 1.7 (f).

d. If within one year the City observes any breach of warranty described in this Section 5.2 that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to the City. The City shall give notice to the Artist of such breach with reasonable promptness.

e. If after one year the City observes any breach of warranty described in this Section 5.2 that is curable by the Artist, the City shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist's lifetime. The Artist shall have the rights of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the City may seek the services of a qualified restorative conservator and maintenance expert.

f. If within one year the City observes a breach of warranty described in this Section 5.2 that is not curable by the Artist, the Artist is responsible for reimbursing the City for damages, expenses and loss incurred by the City as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the City accepted that it may occur, it shall not be deemed a breach for purposes of this Section 5.2 of this Agreement.

g. Acceptable Standard of Display. Artist represents and warrants that:

i. General routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display.

ii. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display.

iii. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.

iv. **Manufacturer's Warranties.** To the extent the Artwork incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to the City.

The foregoing warranties are conditional and shall be voided by the failure of the City to maintain the Artwork in accordance with the Artist's specifications and the applicable conservation standards. If the City fails to maintain the Artwork in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artwork as the Artist's creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork's condition is satisfactorily repaired.

ARTICLE 6. INSURANCE

6.1 General

a. The Artist acknowledges that until final acceptance of the Artwork by the City under Section 1.8(b), any injury to property or persons caused by the Artist's Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artist's Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artist's Artwork, regardless of where such loss occurs.

6.2 Insurance

The Artist 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 Artist, its agents, representatives or employees.

6.3 No Limitation

Artist's maintenance of insurance a required by this Agreement shall not be contested to limit the liability of the Artist to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

6.4 Insurance Required

a. Artist shall obtain insurance of the types described below:

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

ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured

under the Artist's Commercial General Liability insurance policy with respect to the work performed for the City.

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

iv. Professional Liability insurance appropriate to the Artist's profession.

6.5 Minimum Scope of Insurance

Artist shall maintain the following insurance limits:

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

b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

c. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate.

6.6 Other Insurance Provision

The Artist'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 insurance pool coverage maintained by the City shall be excess of the Artist's insurance and shall not contribute with it.

6.7 Acceptability of Insurers

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

6.8 Verification of Coverage

Artist 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 Artist before commencement of the work.

6.9 Notice of Cancellation

The Artist shall provide the City with written notice of any policy cancellation, within two business days of his receipt of such notice.

6.10 Failure to Maintain Insurance

Failure on the part of the Artist to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving 5 business days' notice to the Artist to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any all premiums in connection therewith, with any sums to be expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Artist from the City.

6.11 Indemnification / Hold Harmless

a. Artist 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 Artist 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 Artist and the City, its officers, officials, employees, and volunteers, the Artist's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Artist's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Artist'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.

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

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

e. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

7.1 Title

Title to the artwork shall pass to the City upon the City's written final acceptance and payment for the Artwork pursuant to Section 1 and Exhibit 3. Artist shall provide City with a Transfer of Title in substantially the form attached hereto as Exhibit 4.

7.2 Ownership of Documents

One set of presentation materials prepared and submitted under this Agreement shall be retained by the City for possible exhibition and to hold for permanent safekeeping.

7.3 Copyright Ownership

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 *et seq.*, as the sole author of the Artwork for the duration of the copyright.

7.4 Reproduction Rights

a. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate three-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.

b. The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner.

c. All reproductions by the City shall contain a credit to the Artist and a copyright notice in substantially the following form: Copyright [Artist's name, date of publication].

d. The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgment to the City in substantially the following form: "an original Artwork commissioned by and in the public art collection of the City."

e. The Artist shall, at the Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright in the Artwork in the Artist's name.

f. If the City wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.

g. Third Party Infringement. The City is not responsible for any third party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

Article 8 Artist's Rights

8.1 General

a. The Artist retains all rights under state and federal laws including § 106A of the Copyright Act of 1976.

b. The City agrees that it will not intentionally alter, modify, change, destroy or

damage the Artwork without first consulting with the Artist.

c. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this contract. Upon written request, the City shall remove the identification plaque and all attributive references to the Artist at its own expense within 30 days of receipt of the notice. No provision of this Agreement shall obligate the City to alter or remove any such attributive reference printed or published prior to the City's receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

8.2 Alterations of Site or Removal of Artwork

a. The City may notify the Artist of any proposed significant alteration of the Site that would affect the intended character and appearance of the Artwork. The City shall make a good faith effort to consult with the Artist in the planning and execution of any such alteration. The City shall make a reasonable effort to maintain the integrity of the Artwork.

b. The City retains all rights and may remove or relocate the Artwork.

Article 9 Permanent Record

The City shall maintain a permanent file containing a record of this agreement and the location and disposition of the Artwork.

Article 10 Artist As An Independent Contractor

The Artist agrees to perform all Artwork under this Agreement as an independent contractor and not as an agent or employee of the City. The Artist acknowledges and agrees that the Artist shall not hold himself or herself out as an authorized agent of the City with the power to bind in any manner.

The Artist, if applicable, shall provide the City with the Artist's Tax Identification Number and any proof of such number as requested by the City.

Article 11 Nondiscrimination

The Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

Article 12 Assignment Of Artwork

The Artwork and services required of the Artist are personal and shall not be assigned, sublet or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given

by the City. The City shall have the right to assign or transfer any and all of the City's rights and obligations under this Agreement, subject to the Artist's consent, if ownership of the Site is transferred; if the Artist refuses to give consent, this Agreement shall terminate.

Article 13 Termination

a. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; superior governmental regulation or control, public emergency or strike or other labor disturbance. Notice of termination of this Agreement shall be given to the non-terminating Party in writing not less than ten (10) calendar days prior to the effective date of termination.

b. The City may terminate this Agreement without cause upon three (3) business days written notice to the Artist. The City shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit 3 of this Agreement. The Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the Artist has been compensated to date under Exhibit 3 with allowance for lost opportunities, unless the parties come to a settlement otherwise.

c. If either Party to this agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other Party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting Party of its intent to terminate specifying the grounds for termination. The defaulting Party shall have thirty (30) calendar days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement shall terminate.

d. If the Artist defaults for cause other than death or incapacitation, the Artist shall return to the City all funds provided by the City in excess of expenses already incurred. The Artist shall provide an accounting. All finished and unfinished drawings, sketches, photographs and other Artwork products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist. The City shall retain the right to have the Artwork completed, fabricated, executed, delivered and installed. However, the Artist shall retain the copyright in the Artwork and all rights under Article 7 and Article 8.

e. If the City defaults, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. The City shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit 3. The Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the Artist has been compensated to date with reasonable allowance for lost opportunities. The Artist shall retain possession and title to the studies, drawings, designs and models already prepared and submitted or prepared for submission to the City by the Artist under this Agreement prior to the date of termination.

f. Upon notice of termination, the Artist and his subcontractors shall cease all services affected.

Article 14 Death Or Incapacity

If the Artist becomes unable to complete this Agreement due to death or incapacitation, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for the purpose of Article 13. However, nothing in this Article shall obligate the City to accept the Artwork.

a. In the event of incapacity, the Artist shall assign the Artist's obligations and services under this contract to another artist provided that the City, in the City's sole discretion, approves of the new artist. Alternatively, the City may elect to terminate this Agreement. The Artist shall retain all rights under Article 7 and Article 8. The Artwork and any reproductions thereof shall contain a credit to the Artist and a copyright notice in substantially the following form: Copyright @ [Artists name, date of publication].

b. In the event of death, this Agreement shall terminate effective the date of death. The Artist's heirs shall retain all rights under Article 6 and Article 7. The Artist's executor shall deliver to the City the Artwork in whatever form or degree of completion it may be at the time. Title to the Artwork shall then transfer to the City. However, the Artwork shall not be represented to be the completed Artwork of the Artist unless the City is otherwise directed by the Artist's estate.

Article 15 Notices And Documents

Notices required under this Agreement shall be delivered personally or through the U.S. mail, registered or certified mail, return receipt requested and postage prepaid, to the addresses stated below, or to any other address as may be noticed by a Party:

For the City:

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

For the Artist:

Gunter Reimnitz
2503 Sherman Street
Port Townsend, WA 98368

Notice shall be deemed effective on the date personally delivered *or*, if mailed, three (3) days after the postmarked date.

Article 16 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.

Article 17 Maintenance/Inspection Of Records

The Artist 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 Artist 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 Artist 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 Artist shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

Article 18 Conflict Of Interest

The Artist and the City shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

Article 19 Arbitration

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.

Each Party agrees to be responsible for its own attorney's fees except as otherwise provided by statute.

Article 20 Amendments

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

Article 21 Conflicts of Law

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel or mediation procedure to be in conflict with the laws, rules, and/or regulations of the United States or the State of Washington, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions

of this Agreement are capable of execution.

Article 22 Choice Of Law And Venue

This contract shall be governed by the laws of the State of Washington both as to interpretation and performance. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

Article 23 Entire Agreement

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

Article 24 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.

Article 25 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.

Article 26 Authority To Bind Parties And Enter Into Agreement

The undersigned represent that they have full authority to enter into this Agreement and to bind the Parties for and on behalf of the legal entities set forth below

DATED this _____ day of _____, 2015.

CITY OF LAKE STEVENS

ABRAXAS CROW COMPANY

By: _____
Vern Little, Mayor

By: _____
Gunter Reimnitz, Sole Proprietor

Attest/Authenticate:

Kathy Pugh, Deputy City Clerk

Approved as to Form:

Grant K. Weed, City Attorney

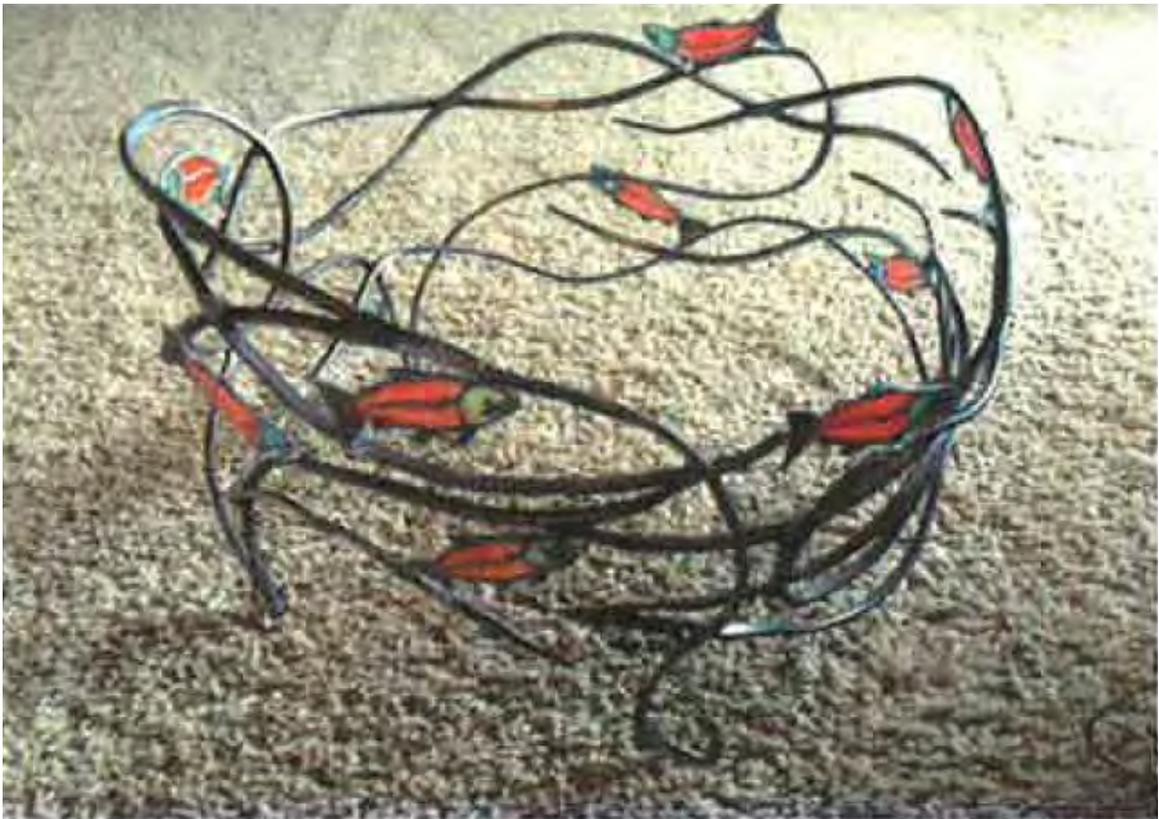
Exhibit 1

Description of the Artwork

The Artwork will be:

- Constructed out of 3/8 to 1/2 inch bands of steel of raring widths from 2 to 4 inches.
- 8 feet tall plus 2 foot support extensions on the legs so as to stand 10 feet from base to top
- 12 feet in diameter
- Finish with a clear power-coat (50 year rating)
- Color parts of the salmons will be made of poly resin

Below is a model rendition of the Artwork, named “Salmon Migration”.



The Artwork will be made in four pieces and assembled on site with bolts. The bolts will be spot welded on site to make the bolts tamper proof.

The contractor will perform the installation of the above described Artwork in the center island of the Lundeen Parkway/Callow Road roundabout. It will be set into 4 2' x 2' x 16 inch concrete pads (footings)

Exhibit 2

Artwork Budget

Stand Fabrication:	\$ _____	.00
Installation of Artwork:	\$ _____	.00
Materials:	\$ _____	.00
Labor:	\$ _____	.00
Insurance:	\$ _____	.00
Total:	\$ _____	.00

Exhibit 3

Payment Schedule

Payment Schedule

The City shall pay the Artist a fixed fee of \$ [REDACTED], which shall constitute full and complete compensation for all the services performed and materials furnished by the Artist under this Agreement. Payment shall be made in accordance with the following scheduled installments, each installment representing full and final payment for all services and materials provided prior to payment thereof:

- a. \$ [REDACTED] upon the execution of this Agreement, recognizing that the Artist has invested time and expense in preparing the Design as set forth under Section 1.3;
- b. \$ [REDACTED] within [REDACTED] days of Artist notification of two-thirds completion and inspection/acceptance by the City.
- c. \$ [REDACTED] within 7 days after the Artist notifies the City that the Artwork is fabricated and ready for delivery and installation at the Site as set forth under Section 1.5(f);
- e. \$ [REDACTED] within 3 days after final acceptance of the Artwork by the City as set forth under Section 1.8(e) and after the Artist provides the City with photographic documentation and written instructions for the maintenance and preservation of the Artwork as set forth under Sections 1.1(i) and 1.7(e) and (f).

Exhibit 4

TRANSFER OF TITLE

STATE OF _____)
) ss.
COUNTY OF _____)

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist located at the address noted below does hereby sell, transfer and convey to the City, located at 1218 Main Street, Lake Stevens, WA 98258, its assigns and successors, all right, title and interest in the ownership of the Artwork commissioned by the Agreement for Commission of Public Artwork Between City of Lake Stevens and Gunter Reimnitz, individually and Abraxas Crow Company and Gunter Reimnitz, Sole Proprietor dated _____, 2015, and as described therein:

Title: Salmon Migration

Location: City-owned Roundabout at Lundeen Parkway and Callow Road

IN WITNESS WHEREOF, Artist has executed this written transfer of title on this _____ day of _____, 20____.

ARTIST:

GUNTER REIMNTIZ, individually

ABRAXAS CROW COMPANY

By: _____
Gunter Reimnitz, Sole Proprietor

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2015.

(Printed Name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires:



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda 8 June 15
Date: _____

Subject: Nonstandard Warning Sign Policy

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Adopt Policy P1-2015 creating guidelines for the City staff in considering the placement of nonstandard warning signs within the public right-of-way.**

SUMMARY/BACKGROUND: Occasionally, the City receives requests that nonstandard warning signs be placed by the City in public right-of-way. The most common are “Children at Play” and “Slow Children” while other requests include those for special needs, such as “Deaf Child”, “Blind Child” or “Autistic Child”. These are considered to be nonstandard warning signs under the Manual of Uniform Traffic Control Devices (MUTCD); a national sign standard guideline published by the Federal Highway Administration (FHWA).

The City’s practice since 2010 has been to deny these type of nonstandard sign requests. The core reason for this is based on the MUTCD guidance:

“The use of warning signs should be kept to a minimum as the unnecessary use of warning signs tends to breed disrespect for all signs. In situations where the condition or activity is seasonal or temporary, the warning sign should be removed or covered when the condition or activity does not exist.”

Under the MUTCD’s guidance, the requested nonstandard signs are considered a temporary occurrence and not clearly known to a driver if or when the situation exists. It is neither practical nor realistic to have the sign covered when the activity does not exist. Therefore, it can be expected that the sign will likely become ignored.

Another reason for the current practice of not placing a nonstandard signs within the right-of-way is risk exposure to the City. Warning signs are intended to alert a driver of an unexpected risk condition. Children and general pedestrian activities are common within a residential area and should always be expected. Posting a warning sign stating this can create a false sense of security of safety for local residents and a non-enforceable sign for Police. Since warning signs are for conditions within the public road, this can be perceived that the City has sanctioned the use of a public roadway for use other than for vehicles.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: NA

ATTACHMENTS:

- ▶ Exhibit A: Policy P1-2015 – Nonstandard Warning Sign Policy

EXHIBIT A

NONSTANDARD WARNING SIGN POLICY City Policy No. P1-2015

Revision: 3 June 2015

Section 1 – Purpose of Policy

Establish internal guidelines for when the City may consider placing a non-standard warning sign within the public right-of-way.

Section 2 – Definitions

1. **Manual of Uniform Traffic Control Devices (MUTCD):** A nationally recognized manual developed by the Federal Highway Administration (FHWA) which specifies guidelines on which signs, and by what standards, traffic signs are designed, installed, and used. The MUTCD is used by the City of Lake Stevens.
2. **Standard Warning Sign:** Identified in the MUTCD guideline as a “Warning Sign”.
3. **Nonstandard Warning Sign:** Any warning sign not specifically designated in the MUTCD.
4. **Public Right-of-way:** A piece of land designated legally for the purpose of the placement of a public roadway, trail, and pathway.
5. **Fixed Physical Condition:** A non-moving fixture, such as a hill, curb, curve, driveway, permanent structure, or temporary stationary structure or object.

Section 3 – Application of Warning Signs

The use of warning signs should be kept to a minimum as the unnecessary use of warning signs tends to breed disrespect for all signs. In situations where the condition or activity is seasonal, or temporary, the warning sign should be removed or covered when the condition or activity does not exist (excerpt of 2009 MUTCD).

Section 4 – Nonstandard Warning Sign Consideration Process

A non-standard sign may be considered if the following criteria are met:

1. The condition being considered for warning sign placement does not meet the exclusions of Section 5 – Non Standard Warning Signs Exclusions; and
2. The warning sign placement is to alert of a fixed physical condition within or directly adjacent to the right-of-way; and
3. The physical condition exists during all times when the sign is posted; and

4. A standard warning sign as included in the MUTCD for the specific warning concern does not exist; and
5. An engineering study or judgement demonstrates that a warning sign is warranted for the specific condition.

The Public Works Director, or designee, shall determine if the above listed criteria are met.

Section 5 – Nonstandard Warning Signs Exclusions

The following nonstandard warning signs are excluded from consideration unless noted otherwise:

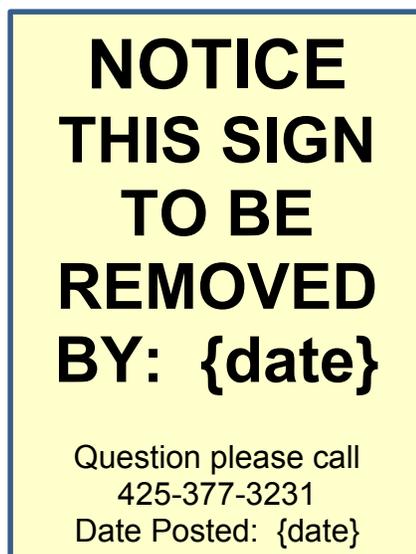
1. Non-fixed physical conditions. Examples include “Children at Play”, “Slow Children”, “Blind Child”, “Deaf Child”, and “Autistic Child”.
2. Fixed physical conditions that are considered to be the responsibility of an individual or association (example HOA) and should not be installed within the public right of way. This includes “Hidden Driveway” and “Playground”. Consideration may be given for a fixed physical condition if the condition was created by the City as part of a capital improvement project, maintenance operation, or public landscaping improvement.

Section 6 – Existing Nonstandard Warning Sign Removal Criteria and Procedure

An existing nonstandard warning sign within the public right of way should be removed by the City if one of the following is met:

1. Does not meet the criteria under Section 4 of this policy; or
2. Is listed as a excluded sign under Section 5; or
3. Is determined to not be appropriate application through an engineering study.

If a sign is determined for removal, the City will post on the sign face a letter size tag as follows:



This will be tagged for at least 7 calendar days before removal is to occur.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Agenda Date: June 8, 2015

Subject: Alliance for Housing Affordability 2014 Annual Report, 2016 and 2017 Proposed Work Program, and Budget

Contact Person/ Rebecca Ableman McCrary
Department: Planning & Community Development Director

Budget Impact: 2016
Budget
\$2,569

RECOMMENDATION(S)/ACTION REQUESTED OF CITY COUNCIL:

The recommendation is for the Council to review the 2014 Annual Report (**Attachment 1**) and approve the Alliance for Housing Affordability 2016 work program. The budget for the Alliance's 2015-2016 fiscal year was approved in 2014 and paid in 2015. The 2016-2017 fiscal year will be included in the City's 2016 budget process.

SUMMARY:

Background: In 2009, the "Feasibility Study for Inter-Jurisdictional Housing Programs" was approved by the Snohomish County Tomorrow (SCT) Steering Committee was funded by a State Department of Commerce grant sponsored by the City of Lake Stevens. The study recommended that an organization of jurisdictions within Snohomish County be formed to help cities and counties meet their goals for housing as it was recognized that more progress was needed in Snohomish County to keep up with the increasing demand. The organization would provide technical assistance to the jurisdictions at their request, for example, on housing issues related to the Comprehensive Plan. At some point, the organization could also provide funding to leverage other resources for housing projects. An organization with a similar approach exists in King County: "ARCH" (A Regional Coalition for Housing).

In 2010, the City Council voted to approve joining with other jurisdictions to form a committee— called the Inter-Jurisdictional Housing Committee (associated with SCT)—to explore creating a longer-term program such as ARCH. Given local budget constraints and the exploratory nature of this early stage, jurisdictions were not asked to provide any funding, but rather to proceed together cautiously, through "in-kind" support of elected representatives and staff, to develop a mission, goals, organizational structure, work program, and a two-year budget.

In 2011, the Committee agreed to formalize its work through a Memorandum of Understanding while working to secure funding for the Inter-jurisdictional Housing Committee cooperative (IHC). There are 13 jurisdictions and HASCO that signed the MOU.

The City of Lake Stevens representation on the Committee was provided by Mayor Little, who also serves on the SCT Steering Committee, with support from Director Ableman McCrary. Director Ableman McCrary has also co-chaired the committee along with Directors from Mountlake Terrace and Mukilteo.

In 2011, the Housing Authority of Snohomish County (HASCO) agreed to be the "Administering Agency" for the IHC. In 2012 and 2014, HASCO was able to secure a grant from the Bill and Melinda Gates Foundation in the amount of \$50,000 each year to help with the startup cost given the challenging economy and budgets of local government.

In 2013, the organization, Alliance for Housing Affordability (AHA), was officially formed with adoption of Interlocal Agreements between HASCO, Snohomish County, the cities of Edmonds, Everett, Granite

Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, Snohomish, and the Town of Woodway. The cities of Arlington and Stanwood joined the Alliance in 2014.

The AHA staff member has provided an annual report to show the work that has been completed. Much of the initial work has been finishing each community's housing profile in time to incorporate the information into the 2015 Comprehensive Plan Updates. Kristina Gallant, AHA Staff, presented the findings of the Lake Stevens profile at a Council meeting last fall. There is also a website that has been created at www.housingallies.org. The focus moving forward is on assisting jurisdictions with implementing practical tools for helping to reach affordable housing goals as required by the GMA (**Attachment 2 FY2017 Draft Work Program and FY2017 contribution distribution**). Outreach to City Officials about affordable housing is also an important work program item.

This year, Lake Stevens is specially seek assistance from AHA staff on implementing the state's multifamily tax exemption that could support an affordable housing option. Additionally, AHA staff will be asked to assess the City's code to determine any significant barriers and/or other implementing tools the City could consider to gain ground on meeting affordable housing goals.

APPLICABLE CITY POLICIES:

Cities and Counties are required under the Growth Management Act to address housing for all segments of the population. The updated adopted County-wide Planning Polices also require that jurisdictions consider participation in an inter-jurisdictional effort. The SCT HO-5 Report establishes affordable housing targets for each jurisdiction.

BUDGET IMPACT:

Since HASCO operates on a fiscal year of July 1 to June 30, the budget is determined in the city's previous calendar year. This year, there is not a grant and therefore the cost to members has increased to \$2,569 for the City's 2016 budget. HASCO has agreed to make a financial contribution along with its in-kind support to offset member costs (**Attachment 3**). The cost benefits to members is the support and added planning staff capacity with a housing focus and collaboration on a county-wide basis.

ATTACHMENTS:

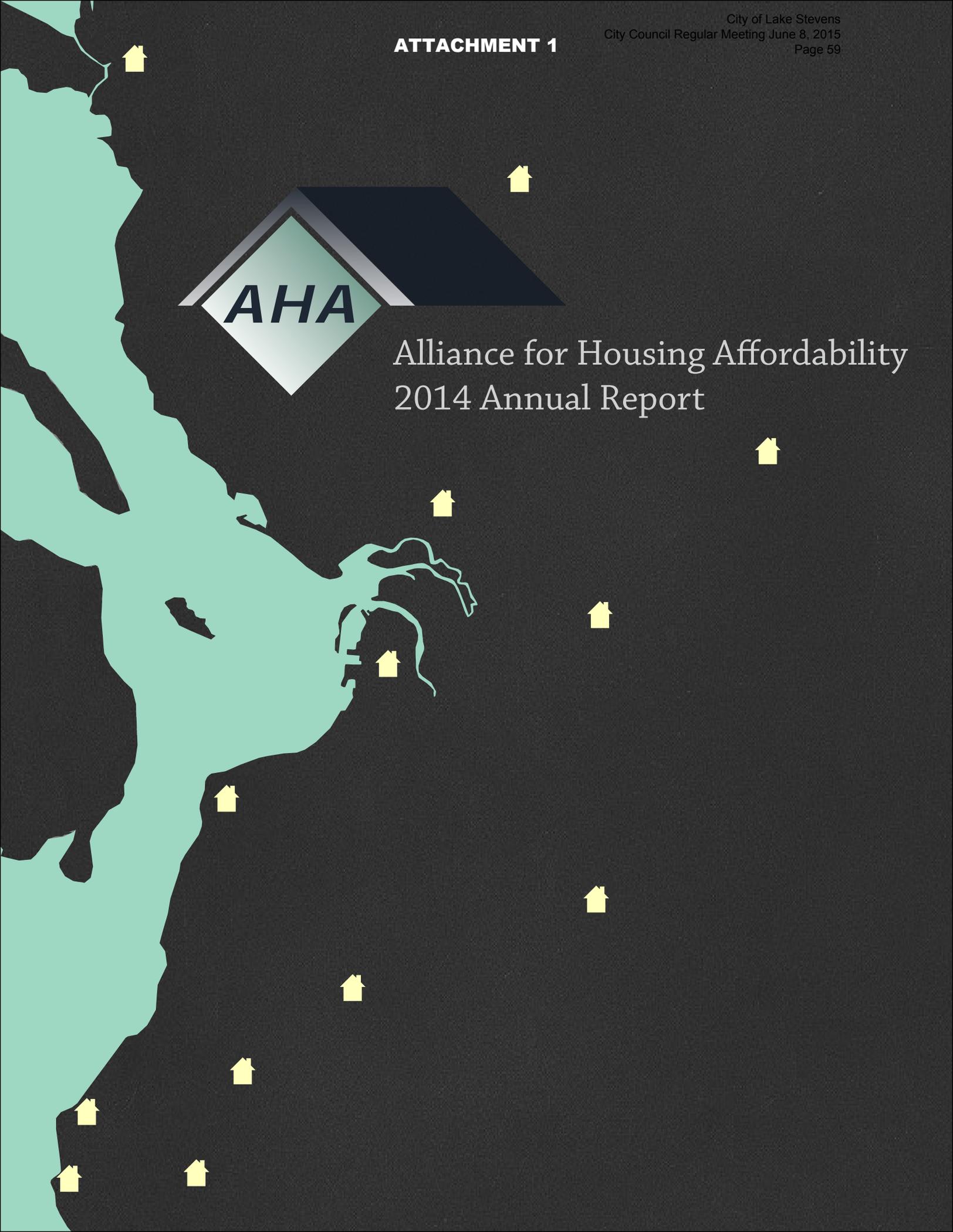
Attachment 1 – 2014 Annual Work Program

Attachment 2 – FY2017 Draft Work Program and Contribution Distribution

Attachment 3 – Communication from Kristina Gallant regarding May 27th Meeting and HASCO Contribution



Alliance for Housing Affordability 2014 Annual Report



Greetings!

After more than five years of discussion and planning, we are proud to mark 2014 as the Alliance for Housing Affordability's first full year of operation. We are pleased to see how the group has developed so far and look forward to building on this early work.

The Alliance was envisioned as a venue for jurisdictions to work together to understand local housing challenges and share resources to address these challenges. Not only can jurisdictions save money and time with this approach, they can address regional-scale issues more efficiently. 11 cities, Snohomish County, and the Housing Authority of Snohomish County signed on to the interlocal agreement forming our group in November 2013, and another two cities joined on in 2014. We are proud to be a part of this coalition which is committed to addressing our housing challenges.

As a first step, AHA staff prepared "housing profiles" for all 13 member cities this year. A special profile for the County is now underway as well. These profiles have served as a great information baseline, sparking discussion and highlighting areas where more research is required. This report will provide a brief introduction to each member city, with information taken from the profiles.

As all of the cities prepared for 2015 comprehensive plan updates, the profiles served as a tool to guide housing element updates. AHA staff also directly supported the housing element update process in several member cities. As we move forward, AHA staff's role in providing technical expertise to the members will expand – whether working directly with staff, presenting to planning commissions and city councils, or through our new website, housingallies.org. We are excited to see how this extra staff capacity can help cities pursue housing projects that had previously been out of reach. Together, AHA will provide support to our Cities and the County to better tackle our housing challenges as a region.

Warm regards,
Jennifer Gregerson, Chair
Bill Anderson, Vice Chair

Profile Project Conclusion

The housing profile project was AHA's first major task, and will provide a foundation for our work moving forward. The profiles present demographic and housing information for each community with the intention of being useful to a range of audiences for a range of purposes. Most importantly, they were intended to provide the data necessary to prepare comprehensive plan housing element updates. Profile drafts have been completed for all 13 AHA member cities, though a number of the profiles are still under review by City staff. Profiles are uploaded to the AHA website, www.housingallies.org, as they are finalized. "AHA Members at a Glance", on the following page, provides statistics for comparison on all 13 member cities and the County, updated with the latest 2013 five year ACS estimates.

Lessons Learned

One of AHA's great challenges (and assets!) is that its member cities are highly diverse. At the same time, there were a number of common themes revealed through the profiles. When considering housing costs independent of other factors, market rate rental housing in most AHA member communities is generally affordable to households earning at least 50% of Area Median Income (AMI), or those considered at least low income. Data on housing cost burden by income level generally supports this conclusion. At the same time, Snohomish County households tend to be smaller on average compared to the distribution of homes by number of bedrooms, and affordability is assessed in the reports with matching household size assumptions. Thus, while a four bedroom home's rent may be affordable to the average four person household that is considered low income using the profile's criteria, it may not be affordable to the average low income two- or three person household. In many communities, it's likely that most larger homes are occupied by smaller households. Market rate home ownership is also relatively affordable in most AHA communities for households considered at least moderate income, though most homes sold are three- to four bedrooms in size. While Snohomish County features a robust affordable housing development community, the number of households earning less than 50% AMI still far exceeds the number of income-restricted units.

Given current assumptions about future growth and current capacity, many AHA member communities will see significant changes to their housing stock over the coming decades. Even for those cities with sufficient capacity to accommodate future growth, a large portion of capacity is in redevelopable/partially used properties, and assumes a shift toward more multifamily units. While ensuring adequate supply is an essential component of housing affordability, redevelopment could replace existing older, more affordable housing. Exploring how to mitigate displacement while encouraging the flow of new supply is one of many areas for the group to explore in the future.

Areas for Future Research

While these profiles are detailed and distill a large amount of information, they were also a useful tool for highlighting areas where information is still lacking. Areas that have been highlighted for further research include:

- **Accessory dwelling units.** The rent data source used for the profiles does not cover accessory dwelling units - how do rents on these units compare to other types of housing? Also, where are there illegal ADUs, and how many of these units exist?
- **Senior housing challenges.** Due to the nature of the data, senior households can appear to have very low incomes, but actually have other assets making it possible to afford their housing and living expenses. How do we determine the portion of seniors that are truly housing cost burdened?
- **Accounting for diverse preferences and demographic changes.** As previously mentioned, many Snohomish County communities have a housing stock largely composed of single family homes. At the same time, households are getting smaller and the number of seniors is increasing. How many households are living in units that are larger than expected? Are “overhoused” households doing this by choice, or because they are unable to find more appropriate, affordable housing? On the other end of the spectrum, how many higher income households are choosing to live in more affordable housing, possibly limiting the supply available to lower income households?
- **Monitoring the recession recovery.** In most cities, home prices dropped significantly from 2008 to 2012. Some cities have already begun a steady recovery, while others have not. The effects of the recovery will be an important area to monitor in the years to come.
- **Assessing housing stock condition.** In some areas, housing is more affordable due to the fact that it is in poor condition. How do we measure what portion of market rate affordable housing is substandard, and how can cities promote market rate affordability while ensuring housing is safe, decent, and sanitary?

AHA staff look forward to working with member jurisdictions to better understand these challenges.

Proposed FY2016 Work Plan

The work plan proposed for the July 1, 2015 - June 30 2016 fiscal year is presented below. As the ILA requires that the work plan be prepared a year in advance, the plan simply defines three general areas of activity. Specific work program items will be addressed as the beginning of the fiscal year approaches.

1. Synthesize/Analyze Data

- a. Continue to identify data gaps and develop strategies for resolving them, including updating the Affordable Housing Rental Inventory of Snohomish County
- b. Prepare Housing Profiles for new members and update existing Housing Profiles to incorporate changes to affordable housing stock, including information on funding sources, income restrictions, and the condition of the housing units, and surrounding public infrastructure

2. Provide Technical Expertise

- a. Respond to research requests from Joint Board members.
- b. Support jurisdictions in the development and implementation of new housing strategies, including those related to updated 2015 housing elements
- c. Continue to create a range of educational materials, including working definitions of housing concepts and programs, best practices, case studies, and visual aids.

3. Education and Outreach

- a. Develop a strategy and tools to educate elected officials about affordable housing and the roles they can play in educating others about their jurisdictions' affordable housing needs and in obtaining funding for housing
 - Research legislative changes, legislative agendas, and funded projects.
 - Design workshop for elected officials to better inform them of housing issues and funding opportunities/challenges/processes.
 - Present regularly to participant city councils on affordable housing issues in the context of their city.
 - Identify elected officials who could serve as primary contact points for federal/state elected officials and federal/state agencies that provide housing funding
- b. Facilitate collaboration on housing policies and priorities, including connecting Alliance members with relevant state and federal elected officials and agencies
- c. Assure that the community and stakeholders are aware of the Alliance's mission, resources, and accomplishments

AHA Members at a Glance

	County	Arlington	Edmonds	Everett	Granite Falls	Lake Stevens	Lynnwood	Marysville	Mill Creek	Mountlake Terrace	Mukilteo	Snohomish	Stanwood	Woodway
Population & Community														
Population *	730,500	18,270	39,950	104,200	3,385	28,960	35,960	62,100	18,600	20,160	20,440	9,220	6,340	1,300
Households	268,722	6,716	17,309	41,520	1,351	9,818	13,874	21,854	7,637	8,138	7,791	3,646	2,409	431
Avg Homeowner HH Size	2.66	2.68	2.3	2.41	2.51	2.92	2.55	2.78	2.41	2.46	2.62	2.44	2.56	3.14
Avg Renter HH Size	3.18	3.2	2.9	3.2	3.22	3.36	3.19	3.26	2.97	3.04	3.01	3.01	3.19	3.62
1-2 Person Households	59%	58%	70%	67%	66%	48%	62%	55%	65%	64%	57%	63%	61%	52%
Median HH Income	\$68,381	\$61,301	\$72,244	\$47,482	\$63,281	\$72,451	\$49,931	\$65,054	\$87,331	\$59,007	\$93,717	\$53,038	\$53,858	\$145,781
Households <50% AMI	30%	34%	30%	45%	31%	25%	44%	32%	21%	35%	20%	40%	42%	11%
Jobs-Housing Ratio**	0.99	1.36	0.76	2.20	0.72	0.45	1.84	0.57	0.80	0.88	1.27	1.36	1.30	0.51
Unemployment Rate	9.3%	10.4%	7.2%	11.5%	4.9%	8.9%	9.3%	10.6%	6.6%	8.3%	7.0%	8.0%	5.6%	3.1%
Average Commute Time (Min)	29.5	30.8	28.5	24.5	36	32.3	28.5	30.9	30.3	28.1	26.5	29.1	25.4	25.2
Median Age	37.3	35.4	46.5	34.6	37.1	33.7	37.3	34.2	40.5	37.2	42.4	39.7	34.7	45.2
Population with a Disability	11.3%	13.4%	9.4%	14.7%	13.9%	9.5%	13.3%	12.7%	7.4%	10.9%	8%	16.1%	15.1%	6.6%
Population Growth, 1990-2013	57%	353%	30%	49%	219%	743%	26%	501%	159%	4%	193%	42%	223%	42%
Projected % Population Growth, 2013-2035	33.1%	38.3%	14%	58%	132%	36%	40%	41%	9%	23%	7%	33%	60%	7%
Cost-Burdened Homeowners	36.6%	42.1%	33.6%	39%	41.8%	41.2%	35.8%	36.6%	32.9%	38.4%	32.6%	38.7%	39.0%	37.3%
Cost-Burdened Renters	50.7%	54.9%	48.1%	52%	65.8%	47.3%	60.3%	57%	41.6%	47.5%	42.2%	52.7%	60.7%	82.3%
Renter Households	33.2%	37.0%	30.5%	55.3%	30.4%	26.0%	47.9%	29.9%	38.9%	40.5%	31.7%	47%	40.0%	4.4%
Lived in a different house one year ago (Households)	16.1%	16.1%	12.7%	22.3%	19.3%	14.6%	18.1%	16.1%	17.3%	17.1%	15.3%	18.8%	22.6%	8.4%
Housing Stock														
Median 2012 home value	\$292,500	\$234,400	\$376,800	\$237,600	\$ 200,500	\$ 246,900	\$ 280,300	\$235,100	\$396,200	\$261,300	\$439,400	\$ 274,400	\$ 268,200	\$927,700
Avg 2014 assessed home value	\$244,600	\$184,300	\$351,100	\$194,100	\$ 147,700	\$ 210,000	\$ 219,300	\$182,400	\$348,900	\$195,100	\$358,700	\$ 228,200	205,000	\$962,800
Single Family Home Share	69%	72.8%	64.3%	48.8%	80.9%	79.0%	53.4%	79.3%	61.8%	63.8%	66.9%	64.5%	67.4%	100%
Homes 2 bed or less in size	35%	27.8%	41.5%	58%	32.5%	21.9%	49.1%	26.5%	39.7%	46.5%	34.8%	45.6%	36.9%	1%
Median Home Age	1985	1994	1973	1977	1996	1992	1976	1990	1992	1970	1990	1976	1993	1974
Assisted Units (Subsidized and Workforce)***	16,344	1,286	537	7,700	73	895	2,763	1400	1727	331	103	116	324	0

Source (Unless otherwise noted): US Census Bureau; American Community Survey, 2008-2013
 * Washington State OFM, 2013
 ** PSRC, 2013

2014 Alliance for Housing Affordability Joint Board

Board Members

Jennifer Gregerson, Chair - Mayor, City of Mukilteo

Bill Anderson, Vice Chair - City Councilmember, Town of Woodway

Becky Ableman - Planning Director, City of Lake Stevens

Scott Bader - City Councilmember, City of Everett

M. Christopher Boyer - City Councilmember, City of Lynnwood

Mary Jane Brell-Vujovic - Division Manager, Snohomish County Health & Human Services

Kristen Cane - Housing Authority of Snohomish County

Rob Chave - Planning Manager, City of Edmonds

Bob Davis - Housing Authority of Snohomish County

Owen Dennison - Planning Director, City of Snohomish

Edith Duttlinger - Senior Planner, City of Mountlake Terrace

Paul Ellis - Community & Economic Development Director, City of Arlington

Dottie Gorsuch - City Councilmember, City of Stanwood

Tess Greene - City Councilmember, City of Granite Falls

Karen Guzak - Mayor, City of Snohomish

Chris Holland - Planning Manager, City of Marysville

Brian Holtzclaw - City Councilmember, City of Mill Creek

Shane Hope - Development Services Director, City of Edmonds

Ryan Larsen - Community Development Director, City of Stanwood

Corbitt Loch - Community Development Deputy Director, City of Lynnwood

Glen Pickus - Planning Manager, City of Mukilteo

Paul Roberts - City Councilmember, City of Everett

Tom Rogers - Director of Community Development, City of Mill Creek

Ray Sturtz - City Planner, City of Granite Falls

Brian Sullivan - Snohomish County Councilmember

Kyoko Matsumoto Wright - City Councilmember, City of Mountlake Terrace

Staff

Kristina Gallant - Analyst

Will Hallett - Intern

FY2017 Draft Work Plan (July 2016 – June 2017)

I. Synthesize/Analyze Data

- a. Continue to identify data gaps and develop strategies for resolving them, including updating the Affordable Housing Rental Inventory of Snohomish County
- b. Track market and demographic changes over time, including information on new and expiring affordable housing, funding sources, income restrictions, condition, and surrounding public infrastructure.
- c. Prepare housing profiles for new members.

2. Provide Technical Expertise

- a. Respond to research requests from Joint Board members
- b. Support jurisdictions in the development and implementation of new housing strategies and performance evaluation of existing strategies.
- c. Develop and expand range of educational materials, including working definitions of housing concepts and programs, best practices, case studies, and visual aids.

3. Education and Outreach

- a. Develop a strategy and tools to educate elected officials about affordable housing and the roles they can play in educating others about their jurisdictions' affordable housing needs and in obtaining funding for housing
 - Research legislative changes, legislative agendas, and funded projects.
 - Design workshop for elected officials to better inform them of housing issues and funding opportunities/challenges/processes.
 - Present regularly to participant city councils on affordable housing issues in the context of their city.
 - Identify elected officials who could serve as primary contact points for federal/state elected officials and federal/state agencies that provide housing funding
- b. Facilitate collaboration on housing policies and priorities, including connecting Alliance members with relevant state and federal elected officials and agencies
- c. Assure that the community and stakeholders are aware of the Alliance's mission, resources, and accomplishments

4. Grants and Financial

- a. Track upcoming funding opportunities and newly funded projects
- b. Research strategies for leveraging CDBG and other funds
- c. Explore common strategies to pursue funding to be used by cities individually or collectively
- d. Study potential new revenue generation tools that can be used to fund projects

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City Council Regular Meeting June 8, 2015
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ATTACHMENT 2

DRAFT FY2017 CONTRIBUTIONS, NEW HASCO CONTRIBUTION

PROPOSED FY2017 OPERATING BUDGET¹

	Joint Board	HASCO	Total
Revenues			
FY2017 Contributions	\$65,477	\$32,457	\$97,934
Total FY2017 Revenue	\$65,477	\$32,457	\$97,934
Expenses			
1.0 FTE Analyst Salary	\$43,384	\$21,506	\$64,890
Fringe Benefits @ 39%	\$16,920	\$8,387	\$25,307
Local Travel / Mileage	\$913	\$453	\$1,366
Supplies and Phone	\$877	\$435	\$1,311
Software and Data	\$1,377	\$683	\$2,060
Third Party Consulting	\$2,006	\$994	\$3,000
Total Expenses	\$65,477	\$32,457	\$97,934

PROPOSED FY2017 MEMBER CONTRIBUTIONS

Joint Board Members	2014 Population	% of Total	FY2017 Contribution	% Increase from FY2016
Granite Falls	3,390	-	\$1,591	50%
Snohomish	9,270	-	\$1,591	50%
Stanwood	6,530	-	\$1,591	50%
Woodway	1,310	-	\$1,591	50%
SUBTOTAL SMALL CITIES	20,500		\$6,365	
Arlington	18,360	2.7%	\$1,617	48%
County	320,335	47.7%	\$28,212	51%
Edmonds	39,950	6.0%	\$3,518	48%
Everett	104,900	15.6%	\$9,239	49%
Lake Stevens	29,170	4.3%	\$2,569	49%
Lynnwood	36,030	5.4%	\$3,173	48%
Marysville	62,600	9.3%	\$5,513	49%
Mill Creek	18,780	2.8%	\$1,654	49%
Mountlake Terrace	20,530	3.1%	\$1,808	50%
Mukilteo	20,540	3.1%	\$1,809	48%
SUBTOTAL LARGE CITIES	671,195	100.0%	\$59,112	
TOTAL ALL CITIES	691,695	-	\$65,477	

1. FY2017 is 7/1/2016 to 6/30/2017. The AHA Joint Board accepted this budget in May 2015 for councils' review and appropriation by 2/28/2016. The AHA Joint Board must adopt the final budget by 3/31/2016.

Becky Ableman

From: Kristina Gallant <kgallant@hasco.org>
Sent: Monday, June 1, 2015 3:26 PM
To: Adrienne Monillas; agiffen@ci.everett.wa.us; Becky Ableman; Barbara Mock; Benjamin Goodwin; Bill Anderson (wwanderson@comcast.net); Bob Davis; Brian Holtzclaw; Brian Sullivan; Camille Chriest; Canola, Eileen; cholland@marysvillewa.gov; Chris Young; Christopher Boyer; Clay White; Corbitt Loch; Cynthia Pruitt; Darla Reese; Dave Gossett; Dave Koenig; Dave Somers; Deb Williams; Diane Buckshnis; Dottie Gorsuch; Edith Duttlinger (EDuttlinger@ci.mt.wa.us); Emily Vanderwielen; Glen Pickus; Gloria Hirashima; Jacqueline Reid; Jennifer Gregerson; Joe Beavers; John Koster; Karen Guzak; Ken Katahira; Kristen Cane; Kyoko Wright (kyoko.matsumoto@frontier.com); Larry Bauman; Leigh Mackie; Mark Harmsworth; Mark Lamb; Mary Jane Vujovic (MaryJane.Brell@snoco.org); Michelle Harvey; mjzelinski@co.snohomish.wa.us; Owen Dennison; pellis@arlingtonwa.gov; pkrauss@ci.lynnwood.wa.us; planning@ci.granite-falls.wa.us; Ruth Ross; Ryan Larsen (ryan.larsen@ci.stanwood.wa.us); Sally Evans; Scott Bader; Shane Hope (Shane.Hope@edmondswa.gov); Stephanie Wright; Steve Muller; Steve Osguthorpe; Steve Toy; Suzie Ashworth (suzie.ashworth@ci.granite-falls.wa.us); Tess Greene (tess.greene@ci.granite-falls.wa.us); tom@cityofmillcreek.com; Vern Little; Christopher Young
Subject: Takeaways from AHA meeting last week
Attachments: Budget_AHA_FY2017.pdf; WorkPlan_AHA_FY2017.pdf; ARCH_WorkProgram_2013.docx

Good afternoon everyone,

I have a few important items to follow up with you all on from the AHA Joint Board meeting last week. First, now that we are about to start a new fiscal year in July, it's time to begin the process for approving a budget and work plan for the following fiscal year, which will be from July 2016 to June 2017. To that end, I presented an initial draft budget and work plan at the meeting last week, which everyone will take back to their councils for approval. We will then adopt the final version early in 2016, so that everything is settled and ready for contribution billings in the spring of 2016.

As some may recall, 2016-2017 will be our first year without any grant funding from the Gates Foundation. Thankfully, HASCO has offered to make a contribution of \$32,457 in addition to their existing in-kind contributions to ease this transition. This was designed so that we could limit the increase in all contributions to around 50%, including the small jurisdictions. The budget that we agreed to at the meeting is attached. Note that the variation in percent increases for the larger jurisdictions was the result of adjusting to updated population numbers. Again, this budget is only final once it has been approved by all councils and is then adopted by our board in early 2016.

The work plan is developed concurrently with the budget, and the current version is attached. The proposed work plan follows the outline we have used in previous years, with defined general areas of work that are intended to cover all of our areas of work, but few specific projects due to the challenge of looking ahead more than a year. As discussed in the meeting, I have added a "Grants and Financial" section back to the work plan that was not included in the meeting packet.

To make the work plan more useful, I will reach out to all members just before the beginning of the fiscal year seeking specific items to be included on a practical work program for that year. (That means you will be hearing from me later this month!) To clarify, we have to define the general categories of our work on year in advance per the ILA, and then, when we're about to start that fiscal year, I will work with members to make the list of everything they might have me work on over the coming year. For an example of what that could look like, I've attached ARCH's work program from 2013. Their philosophy is to include anything and everything that might come up, with the understanding that certain

ATTACHMENT 3

projects may not work out or have longer timeframes, and other great projects may pop up midyear that would still be pursued. Once the fiscal year is over, I'll prepare a report outlining our progress on the work program items.

I also presented the new housing planning guide on our website – it's in the early stages, but will be continuously updated and expanded. You can find it at housingallies.org/guide – the finalized housing profiles are posted on the website as well. As suggested at the meeting, I will be adding everyone's updated housing elements as well, once the 2015 updates are finalized. This summer I will develop pages devoted to tracking housing indicators in our member cities over time – something to track important changes in lieu of fully updating the housing profiles every year. To see what that could mean, I like the [City of Redmond's city indicators dashboard](#).

I believe those were the most important things to note – as always, please let me know if you have any questions.

Thanks,
Kristina

Kristina Gallant

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