

**City of Lake Stevens Vision Statement**

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



**CITY COUNCIL WORKSHOP AGENDA**  
**Lake Stevens School District Educational Service Center (Admin. Bldg.)**  
**12309 22<sup>nd</sup> Street NE, Lake Stevens**

**Tuesday, May 24, 2016 – 5:00 p.m.**

Department of Emergency Management – Mark Murphy of DEM and  
Sgt. Craig Valvick, Lake Stevens Police Department

Ralph

- Emergency Operations Centers
- Roll of Elected Officials in an Emergency

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

**Tuesday, May 24, 2016 – 7:00 p.m.**

**NOTE:**

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

<b>CALL TO ORDER:</b>	7:00 P.M.	Mayor
<b>PLEDGE OF ALLEGIANCE</b>		Council President
<b>ROLL CALL:</b>		
<b>APPROVAL OF AGENDA:</b>		Council President
<b>GUEST BUSINESS:</b>		
<b>NEW EMPLOYEE INTRTODUCTIONS</b>		Steve
<b>COUNCIL BUSINESS:</b>		Council President
<b>MAYOR’S BUSINESS:</b>		

**Lake Stevens City Council Regular Meeting Agenda**

**May 24, 2016**

**CITY DEPARTMENT  
 REPORT**

- CONSENT AGENDA:**
- \*A Approve 2016 Vouchers Barb
  - \*B Approve May 10, 2016 City Council Regular Meeting Minutes Barb
  - \*C Approve Ordinance 959 Creating a New Chapter 8.06 of LSMC Prohibiting Occupying Properties that Lack Adequate Water or Sewer Service Russ
  - \*D Approve Small Works Contract with Precision Concrete Cutting for Sidewalk Repair. Mick

- ACTION ITEMS:**
- \*A Approve Resolution 2016-09 Adopting a Policy for Critical Areas Review Russ
  - \*B Authorize the Purchase of a Wireless Safety Headset Communication System from Owen Equipment Mick
  - \*E Approve Professional Services Agreement with Summit Law Group for Legal Services Mary

**EXECUTIVE  
 SESSION:**

- STUDY SESSION:**
- City Attorney Request for Proposals Mary
  - Traffic Mitigation Fee Adjustment John/  
Mary

**ADJOURN**

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

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

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



CITY DEPARTMENT REPORT  
MAY 24, 2016 CITY COUNCIL MEETING

**Finance Director/City Clerk**

- The band previously scheduled for Music on the Lake on July 21<sup>st</sup> has a conflict in their schedule and is not able to keep the date. The Arts Commission is working on retaining a replacement band.
- The Police Records department is now entering receipts directly in the Springbrook cash receipting system, eliminating a duplicative procedure and streamlining the cash receipting process.
- The City Clerk and Community Development Departments are working to streamline the business licensing process. The process is currently shared between both departments, creating lag times and duplicative work. The City continues to contract with Washington State Business Licensing Services for online applications. In house processes will be under the directive of the Community Development Director and Department. A recommended code amendment will be brought to Council for consideration on June 14.
- Research is being conducted between the Finance/City Clerk and Police Departments to determine the cost/benefit of continuing with our current Traffic Violations Bureau model and whether this process can be eliminated to create more efficiencies for administrative staff and ease of use for officers. Recommended code changes will be brought to Council for consideration at a future meeting.
- A detailed scope of service has been requested from FCS Group, to initiate the first task of the agreement: Forecasting Model. We will schedule a kickoff meeting with them and bring forward the scope of service to Council subcommittee and/or Council to begin.
- Deputy City Clerk attended Washington Cities Insurance Authority (WCIA) Spring Conference on Public Records Litigation and the Washington Association of Public Records Officers (WAPRO) Spring Conference in Tacoma

**Planning Department**

Long Range Planning

- Special meeting with Park Board and Design Review Board on Beautification Plan
- Planning Commission meeting to discuss 2016 Comprehensive Plan Docket and housing issues in Snohomish County

Current Planning Building

- 47 plan reviews underway, several land use applications, design review board meeting scheduled for two projects, public hearing scheduled.

Code Enforcement

- Recent procedural changes seem to be making the code enforcement process easy to implement and track

Economic Development

- Jeanie attended the Snohomish County Tourism workshop on bicycle and adventure tourism.
- Ongoing work on updating web site
- Ongoing meetings with local businesses, developers, and brokers

### **Police Department**

- Sergeant Assessment Center held Tuesday May 24, 2016
- A sergeant and two officers (Summers, Warbis, Wells) completed the WA State Police Bicycle Training last week
- Chris Schedler our entry level officer awaiting training, starts the Academy on June 21st.
- We are giving conditional offers of employment to two lateral officers. They will be scheduled for psychological examines and physical examinations in the coming weeks
- Held our first Central Neighborhood Meeting May 19th at Hillcrest Elementary
- We have a Trial Field Agreement with Taser / Axon for Body Cameras. We are looking at starting the trial around June 1st
- Public Safety Committee Meeting May 25th 10:00 AM at the Police Department

### **Public Works Department**

- Hartford Trail Head Connection – Staff has been attempting to make contact with the property owner to complete a land trade to allow for the trail head to be constructed. The site survey and legal descriptions are completed per the agreed upon boundaries with the property owner and only need a final approval so that the transfer can be completed. If a contact and agreement can be reached, it may be possible to have this trail head open this year.
- Village Way property – The City was in the due diligence stage that required an environmental level 1 assessment. Last Friday the City received a verbal that the assessment came back clean.
- Park lawns – over the next few weeks weed and feed (non-phosphorus type) will be applied to the Lundeen and North Cove lawns. This is expected to green up these parks and kill most of the lawn weeds, and will take about 4 to 6 weeks for results.
- SR 9/SR 204 Project – City staff is beginning to get contacts from some businesses in the Lake Stevens Center regarding the status of this project. Staff is responding and including WSDOT. Estimated target date for the public outreach kickoff is in June but staff has asked WSDOT for an update.

### **Human Resources Department**

- I attended the AWC Labor Relations Conference last week in Yakima.
- The new applicant tracking software is fully installed and operational.
- Jennie Fenrich was promoted from Cashier/Receptionist to Permit Specialist on May 9, 2016.
- Community Development Director interviews were conducted on May 11, 2016 with Russ Wright selected as the successful candidate.
- The City received 64 applicants for the Cashier/Receptionist position.
- H.R. and the Police Department are planning another Police Oral Board in June.
- H.R. sent out exams to three potential Lateral Police Officer candidates.
- I will be observing the Sergeants Assessment Center scheduled on May 24, 2016.
- Recruitment for Police Chief closed on May 15, 2016.

**BLANKET VOUCHER APPROVAL  
 2016**

Payroll Direct Deposits	5/13/2016	\$150,736.65
Payroll Checks	40372-40373	\$3,623.19
Tax Deposit(s)	5/13/2016	\$62,334.06
Electronic Funds Transfers	ACH	\$2,442,708.49
Claims	40371, 40374-40485	\$280,101.65
Void Checks	40050, 40250, 40327, 40473-40477	(\$9,807.06)
<b>Total Vouchers Approved:</b>		<b>\$2,929,696.98</b>

**This 24th day of May 2016:**

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

\_\_\_\_\_  
 Finance Director/Auditing Officer

\_\_\_\_\_  
 Mayor

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

\_\_\_\_\_  
 Councilmember



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## Checks to be Approved for 5/6/2016 to 5/19/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
ACCIS	40378						<b>Check Total</b>	<b>\$75.00</b>
		5/19/2016	149330683748130	001-006-518-80-49-00	IT-Miscellaneous	ACCIS Membership	\$75.00	
Ace Hardware	40379						<b>Check Total</b>	<b>\$1,809.69</b>
		5/19/2016	49856	001-013-594-18-60-01	GG - Lundeen House Capital	Conduit for VIC	\$127.36	
			49902	001-013-594-18-60-01	GG - Lundeen House Capital	Plumbing supplies for VIC	\$18.73	
			50211	001-013-594-18-60-01	GG - Lundeen House Capital	Supplies for VIC remodel	\$139.33	
			50240	001-008-521-20-31-01	LE-Operating Costs	Deck brush w/handle	\$8.16	
			50446	001-010-576-80-31-03	PK-Lundeen-Op Costs	chainsaw tool & chain/scratch brush-Lundeen park	\$74.51	
			50460	001-010-576-80-31-00	PK-Operating Costs	Keys for seasonal park workers	\$33.09	
			50461	001-010-576-80-31-03	PK-Lundeen-Op Costs	Grinding wheels for cleaning Lundeen BBQs	\$46.75	
			50514	101-016-544-90-31-02	ST-Operating Cost	Duck tape	\$13.05	
			50520	101-016-544-90-31-02	ST-Operating Cost	Coolers for Spring Cleanup-drinks for volunteers	\$112.15	
			50521	101-016-544-90-31-02	ST-Operating Cost	Folding table for Spring Cleanup event	\$54.44	
			50529	101-016-544-90-31-02	ST-Operating Cost	Blade edger	\$3.81	
				410-016-531-10-31-02	SW-Operating Costs	Blade edger	\$3.80	
			50546	001-013-594-18-60-01	GG - Lundeen House Capital	Paver spikes for VIC remodel	\$559.20	
			50554	001-010-576-80-31-00	PK-Operating Costs	Measuring cup for mixing herbicides	\$9.79	
			50568	001-010-576-80-31-00	PK-Operating Costs	Gas cans/Shoulder Harnesses/oil/trimmer line	\$197.40	
				101-016-544-90-31-02	ST-Operating Cost	Gas cans/Shoulder Harnesses/oil/trimmer line	\$197.40	
	410-016-531-10-31-02	SW-Operating Costs	Gas cans/Shoulder Harnesses/oil/trimmer line	\$197.40				
50602	001-007-559-30-31-01	PB-Operating Cost	Batteries	\$13.32				
ACES	40380						<b>Check Total</b>	<b>\$329.00</b>
		5/19/2016	11603VM	001-005-517-60-31-00	HR-Safety Program	Safety mtg:Heat related illnesses	\$74.78	
				101-016-517-60-31-00	ST-Safety Program	Safety mtg:Heat related illnesses	\$127.11	
				410-016-517-60-31-00	SW-Safety Program	Safety mtg:Heat related illnesses	\$127.11	
Advantage Building Services	40381						<b>Check Total</b>	<b>\$651.70</b>
		5/19/2016	2292	001-007-558-50-41-00	PL-Professional Servic	Janitorial Services	\$28.75	
				001-007-559-30-41-00	PB-Professional Srv	Janitorial Services	\$28.75	
				001-008-521-20-41-00	LE-Professional Services	Janitorial Services	\$300.00	
				001-010-576-80-41-00	PK-Professional Services	Janitorial Services	\$19.16	
				001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Services	\$115.00	



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<b>Advantage Building Services</b>	<b>40381</b>	5/19/2016	2292	001-013-518-20-41-00	GG-Professional Service	Janitorial Services	\$156.00	
				101-016-542-30-41-02	ST-Professional Service	Janitorial Services	\$19.17	
				410-016-531-10-41-01	SW-Professional Services	Janitorial Services	\$19.17	
				621-000-386-00-00-02	Retainage - Other PW Project	Retainage-Advantage svcs	(\$34.30)	
<b>APWA</b>	<b>40382</b>	<b>Check Total</b>					<b>\$209.00</b>	
		5/19/2016	2016-2017	101-016-542-30-49-00	ST-Miscellaneous	Membership dues 2016-2017	\$104.50	
				410-016-531-10-49-00	SW-Miscellaneous	Membership dues 2016-2017	\$104.50	
<b>Jeanie Ashe</b>	<b>40383</b>	<b>Check Total</b>					<b>\$220.67</b>	
		5/19/2016	5/6/16 req	001-007-558-70-41-00	PL-Economic Devel	Misc meeting expenses January - May 2016	\$220.67	
<b>Kerry Bernhard</b>	<b>40384</b>	<b>Check Total</b>					<b>\$370.00</b>	
		5/19/2016	4/20/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem at training-Crime Scene Processing-Bernhard	\$370.00	
<b>Bruce C Allen &amp; Assoc Inc</b>	<b>40385</b>	<b>Check Total</b>					<b>\$3,700.00</b>	
		5/19/2016	16-0087A	001-013-518-20-41-00	GG-Professional Service	Rental range analysis 10515/10519 20th St SE	\$3,700.00	
<b>Business Card</b>	<b>40386</b>	<b>Check Total</b>					<b>\$9,545.79</b>	
		5/19/2016	0568 5/16	001-007-558-50-31-01	PL-Operating Costs	Computer cables	\$15.24	
					PL-Operating Costs	Computer cables	\$10.89	
				001-007-558-50-41-03	PL-Advertising	Postcard mailing:LUA2016-0014	\$29.75	
					PL-Advertising	Postcard mailer:LUA2016-0048	\$10.69	
					PL-Advertising	Postcard mailing:LUA2016-0047	\$16.98	
					PL-Advertising	Postcard mailing:LUA2016-0004	\$62.46	
					PL-Advertising	Postcard mailer:LUA2016-0038	\$17.69	
					PL-Advertising	Postcard mailing:LUA2016-0009	\$11.10	
					001-007-559-30-43-00	PB-Travel & Mtgs	Hotel-Training-Howell	\$198.30
				3880 5/16	001-001-511-60-31-00	Legislative - Operating Costs	Water pitchers for council meetings	\$57.89
					001-001-511-60-43-00	Legislative - Travel & Mtgs	Annual State of the Station - Low	\$30.00
						Legislative - Travel & Mtgs	Annual State of the Station - Daughtry	\$30.00
					001-001-513-10-43-00	Executive - Travel & Mtgs	Meeting w/consultant-Spencer	\$45.07
						Executive - Travel & Mtgs	Meeting with consultant/Mayor/City Admin	\$32.25
						Executive - Travel & Mtgs	Annual State of the Station - Spencer	\$30.00
						Executive - Travel & Mtgs	Meeting with consultant/Mayor/City Admin/Planning Dir	\$19.25
001-002-513-11-43-00	AD-Travel & Meetings	Meeting with consultant/Mayor/City Admin/Planning Dir	\$19.25					
	AD-Travel & Meetings	Meeting w/consultant-Swenson	\$45.06					



## Checks to be Approved for 5/6/2016 to 5/19/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Business Card	40386	5/19/2016	3880 5/16	001-002-513-11-43-00	AD-Travel & Meetings	Meeting with consultant/Mayor/City Admin	\$32.25
				001-007-558-50-43-00	PL-Travel & Mtgs	Annual State of the Station - Ashe	\$30.00
					PL-Travel & Mtgs	Meeting with consultant/Mayor/City Admin/Planning Dir	\$19.24
			4396 5/16	001-001-511-60-43-00	Legislative - Travel & Mtgs	5th Annual Awards mtg-Economic Alliance WA-Low/Tageant	\$110.00
					Legislative - Travel & Mtgs	Annual State of the Station - Tageant/McDaniels	\$60.00
					Legislative - Travel & Mtgs	Ice for Council meeting	\$1.99
				001-001-513-10-43-00	Executive - Travel & Mtgs	5th Annual Awards mtg-Economic Alliance WA-Low/Tageant	\$55.00
				001-001-513-10-49-05	Executive - Board/Staff Apprec	Staff Appreciation food & Coffee cards	\$558.99
				001-002-513-11-43-00	AD-Travel & Meetings	5th Annual Awards mtg-Economic Alliance WA-Low/Tageant	\$55.00
				001-004-514-23-43-00	FI-Travel & Meetings	Hotel-WPTA Conference-Stevens	\$293.56
				001-007-558-50-43-00	PL-Travel & Mtgs	5th Annual Awards mtg-Economic Alliance WA-Low/Tageant	\$55.00
				101-016-542-30-49-01	ST-Staff Development	Training-Flagging & Traffic Control-Johnston	\$70.00
					ST-Staff Development	Training-Flagging & Traffic Control-Stone	\$70.00
			5428 5/16	001-008-521-20-43-00	LE-Travel & Meetings	Smart Call Out - Valvick	\$48.56
			8060 5/16	001-001-511-60-43-00	Legislative - Travel & Mtgs	SCC membership meeting-Daughtry	\$35.00
					Executive - Travel & Mtgs	SCC membership meeting-Spencer	\$35.00
				001-007-558-50-31-01	PL-Operating Costs	Portable Air Conditioner	\$572.24
				001-007-558-50-41-03	PL-Advertising	Postcard mailer-LUA2016-0010	\$151.52
				001-010-576-80-31-00	PK-Operating Costs	Buoy caps	\$114.38
				001-013-518-20-31-00	GG-Operating	Portable air conditioner	\$572.24
					ST-Operating Cost	Safety vests	\$64.50
					ST-Operating Cost	Trash pickers	\$53.30
					ST-Operating Cost	Mouse Pad	\$4.51
				410-016-531-10-31-02	ST-Operating Cost	Carry-On Trailer	\$549.39
					SW-Operating Costs	Safety vests	\$64.50
					SW-Operating Costs	Trash pickers	\$53.30
				410-016-531-50-31-15	SW-Operating Costs	Mouse Pad	\$4.51
					DOE EG160393-4 Capacity	Western WA Stormwater Mgmt Manual	\$214.87
				DOE EG160393-4 Capacity	Standard Specifications 2016 Manual	\$54.45	
			8338 5/16	001-008-521-20-26-00	LE-Clothing	Bike patrol uniform items	\$1,029.81



## Checks to be Approved for 5/6/2016 to 5/19/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Business Card	40386	5/19/2016	8338 5/16	001-008-521-20-26-00	LE-Clothing	Bike Patrol Helmets	\$803.75
				001-008-521-20-31-01	LE-Operating Costs	Equipment for Animal Control vehicle	\$882.66
				001-008-521-20-32-00	LE-Fuel	Fuel ofr PT63	\$35.00
				001-008-521-20-43-00	LE-Travel & Meetings	Hotel No Show charged in error-credit on next statement	\$89.00
				001-008-521-40-49-01	LE-Staff Development	Training-Child Abuse-Barnes	\$425.00
				520-008-594-21-63-00	Capital Equipment	Licensing of PT65	\$49.25
			8877 5/16	001-008-521-20-31-01	LE-Operating Costs	Transcription services	\$214.40
					LE-Operating Costs	Pelican case	\$147.09
					LE-Operating Costs	Canon EOS Rebel Camera and Flash	\$603.51
				001-008-521-20-41-00	LE-Professional Services	Lateral applicant background ck	\$27.00
					LE-Professional Services	Database searches	\$54.45
				001-008-521-20-43-00	LE-Travel & Meetings	Records Clerk Oral Board lunch	\$82.39
					LE-Travel & Meetings	Snopac appreciation	\$58.33
	LE-Travel & Meetings	Food for case 2016-6936	\$58.98				
001-008-521-40-49-01	LE-Staff Development	2016 WHIA Annual Conference-Thomas	\$300.00				
Matthew Camillone	40387	<b>Check Total</b>					<b>\$42.00</b>
	5/19/2016	5/18/16 req	001-000-322-90-00-00	Weapon License Permit - Local	Refund of CPL license renewal	\$21.00	
			633-000-386-00-00-03	Gun Permit Fees	Refund of CPL license renewal	\$21.00	
Carleton Farm	40388	<b>Check Total</b>					<b>\$1,050.00</b>
	5/19/2016	Deposit	001-007-558-70-41-00	PL-Economic Devel	Room rent & deposit for Planning of Rural Workshop Series	\$250.00	
		Rental	001-007-558-70-41-00	PL-Economic Devel	Room rent & deposit for Planning of Rural Workshop Series	\$800.00	
Carquest Auto Parts Store	40389	<b>Check Total</b>					<b>\$26.23</b>
	5/19/2016	2421-239309	101-016-544-90-31-02	ST-Operating Cost	Door handle/light bulbs	\$13.12	
			410-016-531-10-31-02	SW-Operating Costs	Door handle/light bulbs	\$13.11	
David Carter	40390	<b>Check Total</b>					<b>\$405.00</b>
	5/19/2016	12/11/15 req	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem for NASRO Conference - Carter	\$405.00	
Cascade Collision Center Inc	40391	<b>Check Total</b>					<b>\$1,864.21</b>
	5/19/2016	3980	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Repair of PT50	\$1,864.21	
CDW Government Inc	40392	<b>Check Total</b>					<b>\$2,955.93</b>
	5/19/2016	CTD6779	510-006-518-80-49-00	License Renewal - Annual Maint	License renewal of Cisco Meraki Cloud Contract	\$106.92	



## Checks to be Approved for 5/6/2016 to 5/19/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
CDW Government Inc	40392	5/19/2016	CTG6854	510-006-518-80-49-00	License Renewal - Annual Maint	License renewal of Watchguard firewall security	\$624.22	
			CXV7632	001-008-521-20-31-01	LE-Operating Costs	MSH Wireless Display Adapter	\$55.50	
			CZX5573	510-006-518-80-49-00	License Renewal - Annual Maint	License Renewal for OpenText RightFax	\$2,169.29	
Chicago Title - EFT	0						<b>Check Total</b>	<b>\$2,436,824.20</b>
		5/13/2016	500040502-KK	001-013-594-21-60-00	GG - Property Purch - LE	Purchase of Chapel Rock property	\$2,436,824.20	
City of Marysville	40393						<b>Check Total</b>	<b>\$9,811.50</b>
		5/19/2016	POLIN11-0647	001-008-523-60-51-00	LE-Jail	Prisoner Housing SCORE/Yakima March 2016	\$10,126.50	
			POLIN11-0649	001-008-523-60-51-00	LE-Jail	Prisoner Housing SCORE Credit	(\$315.00)	
Civicplus	40394						<b>Check Total</b>	<b>\$1,633.50</b>
		5/19/2016	158753	001-007-558-70-41-00	PL-Economic Devel	Upgrade fee for fully responsive design on Aurora	\$1,633.50	
Co Op Supply	40395						<b>Check Total</b>	<b>\$54.44</b>
		5/19/2016	612020/4	101-016-544-90-31-02	ST-Operating Cost	Torch weed burner	\$54.44	
Comcast	40396						<b>Check Total</b>	<b>\$76.18</b>
		5/19/2016	0808840 4/16	001-010-576-80-42-00	PK-Communication	Internet service - City Shop	\$25.40	
				101-016-543-30-42-00	ST-Communications	Internet service - City Shop	\$25.39	
				410-016-531-10-42-00	SW-Communications	Internet service - City Shop	\$25.39	
	40397						<b>Check Total</b>	<b>\$151.32</b>
		5/19/2016	0827887 4/16	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic signal control	\$151.32	
	40398						<b>Check Total</b>	<b>\$106.18</b>
		5/19/2016	4/16 0692756	001-008-521-20-42-00	LE-Communication	Internet services - Market Pl	\$106.18	
	40399						<b>Check Total</b>	<b>\$136.18</b>
		5/19/2016	0991976 4/16	001-013-518-20-42-00	GG-Communication	Internet services - VIC	\$136.18	
Contech Engineered Sol LLC	40400						<b>Check Total</b>	<b>\$4,824.27</b>
		5/19/2016	901111226064	410-016-531-50-31-15	DOE EG160393-4 Capacity	StormFilter Cartridge Refurbishment	\$4,824.27	
Crystal and Sierra Springs	40401						<b>Check Total</b>	<b>\$436.47</b>
		5/19/2016	5249844050116	001-007-558-50-31-01	PL-Operating Costs	Bottled Water	\$20.38	
				001-007-559-30-31-01	PB-Operating Cost	Bottled Water	\$20.38	
				001-013-518-20-31-00	GG-Operating	Bottled Water	\$81.53	
				101-016-544-90-31-02	ST-Operating Cost	Bottled Water	\$157.09	
				410-016-531-10-31-02	SW-Operating Costs	Bottled Water	\$157.09	



## Checks to be Approved for 5/6/2016 to 5/19/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
<b>Dataquest LLC</b>	<b>40402</b>						<b>Check Total</b>	<b>\$182.00</b>
		5/19/2016	CILKSTEVENS0430	001-005-518-10-41-00	HR-Professional Services	Background checks - Seasonal Workers	\$182.00	
<b>Eric Day</b>	<b>40403</b>						<b>Check Total</b>	<b>\$979.82</b>
		5/19/2016	5/16/16 req	001-007-558-50-43-00	PL-Travel & Mtgs	Airfare & Car Rental-CD Interview	\$979.82	
<b>Dell Marketing LP</b>	<b>40404</b>						<b>Check Total</b>	<b>\$23.54</b>
		5/19/2016	XJX72X482	510-006-518-80-31-00	Purchase Computer Equipment	Dell Adapter	\$23.54	
<b>Dept of Commerce</b>	<b>40405</b>						<b>Check Total</b>	<b>\$919.23</b>
		5/19/2016	PWTF-273430	101-016-591-95-71-00	2010 PWTF Loan Principal Pymt	Loan Pmt Contract #PE10-951-003	\$633.95	
				101-016-592-95-83-00	2010 PWTF Loan Int Pymt	Loan Pmt Contract #PE10-951-003	\$285.28	
<b>Dept of Emergency Management</b>	<b>40406</b>						<b>Check Total</b>	<b>\$17,218.50</b>
		5/19/2016	I000408337	001-013-525-10-51-00	GG-Emergency	Q1 & Q2 2016 Emergency Services	\$17,218.50	
<b>Dept of Licensing</b>	<b>0</b>						<b>Check Total</b>	<b>\$903.00</b>
		5/19/2016	1703-1754	633-008-586-00-00-00	Gun Permit - State Remittance	Weapons Permits	\$903.00	
	<b>40376</b>						<b>Check Total</b>	<b>\$104.00</b>
		5/13/2016	5/3/16 req	001-005-518-10-41-00	HR-Professional Services	Employee driving record checks	\$104.00	
<b>Dept of Retirement (Deferred Comp)</b>	<b>0</b>						<b>Check Total</b>	<b>\$2,390.00</b>
		5/12/2016	05/13/16	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,390.00	
<b>Dept of Revenue</b>	<b>0</b>						<b>Check Total</b>	<b>\$863.83</b>
		5/19/2016	April 2016	001-007-558-50-31-00	PL-Office Supplies	Use taxes April 2016	\$3.07	
				001-007-559-30-31-00	PB-Office Supplies	Use taxes April 2016	\$3.07	
				001-008-521-20-31-04	LE - Donation Exp - Other	Use taxes April 2016	\$27.50	
				001-008-521-80-30-00	LE - Evidence Room - Supplies	Use taxes April 2016	\$11.70	
				001-013-518-20-31-00	GG-Operating	Use taxes April 2016	\$1.12	
				001-013-518-90-49-06	GG-Excise Tax	Excise taxes April 2016	\$349.08	
				001-013-594-18-60-01	GG - Lundeen House Capital	Use taxes April 2016	\$45.21	
				410-016-531-10-44-00	SW-Excise Taxes	Excise taxes April 2016	\$157.33	
				520-008-594-21-63-00	Capital Equipment	Use taxes April 2016	\$265.75	
<b>Dicks Towing</b>	<b>40377</b>						<b>Check Total</b>	<b>\$960.96</b>
		5/13/2016	143598	001-008-521-80-40-01	LE - Evidence Impound	Evidence towing Case 2016-7451	\$125.58	
			152671	001-008-521-20-31-01	LE-Operating Costs	Towing surplus vehicle to auction	\$114.66	
			152672	001-008-521-80-40-01	LE - Evidence Impound	Evidence towing abandoned vehicle	\$114.66	



## Checks to be Approved for 5/6/2016 to 5/19/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Dicks Towing	40377	5/13/2016	154190	001-008-521-80-40-01	LE - Evidence Impound	Evidence towing case 2016-6865	\$125.58	
			158212	001-008-521-80-40-01	LE - Evidence Impound	Evidence towing Case 2016-6653	\$125.58	
			158220	001-008-521-80-40-01	LE - Evidence Impound	Evidence towing case 2016-6921	\$125.58	
			163735	001-008-521-80-40-01	LE - Evidence Impound	Abandoned vehicle tow	\$114.66	
			163736	001-008-521-80-40-01	LE - Evidence Impound	Abandoned vehicle tow	\$114.66	
	40407	<b>Check Total</b>						<b>\$595.14</b>
	5/19/2016	143593	001-008-521-80-40-01	LE - Evidence Impound	Evidence towing case 2016-6936	\$114.66		
		154195	001-008-521-80-40-01	LE - Evidence Impound	Evidence towing Case 2016-7860	\$125.58		
		154198	001-008-521-80-40-01	LE - Evidence Impound	Evidence towing	\$125.58		
		158907	001-008-521-20-31-01	LE-Operating Costs	Towing of disabled vehicle	\$114.66		
164029		001-008-521-20-31-01	LE-Operating Costs	Towing PT54	\$114.66			
Discount Fence	40374	<b>Check Total</b>						<b>\$7,490.14</b>
		5/11/2016	1110	410-016-594-31-63-00	SW-Storm Drainage - Cap Proj	Fence repair 20th St SE & S Lk Stevens	\$696.96	
				621-000-386-00-00-02	Retainage - Other PW Project	Discount Fence-20th St & S Lake Stevens Rd	(\$34.85)	
		1114	410-016-594-31-63-00	SW-Storm Drainage - Cap Proj	Fence at Fresbee Golf Park	\$7,187.40		
			621-000-386-00-00-02	Retainage - Other PW Project	Discount Fence-Frisbee Golf Park	(\$359.37)		
Steven Edin	40408	<b>Check Total</b>						<b>\$324.99</b>
		5/19/2016	5/12/16 req	001-007-558-50-31-01	PL-Operating Costs	Supplies for Community Development Director Interviews	\$54.11	
			5/9/16 req	001-005-518-10-43-00	HR-Travel & Meetings	Hotel-AWC Labor Relations Conf-Edin	\$270.88	
Electronic Federal Tax Pmt System EFTPS	0	<b>Check Total</b>						<b>\$62,334.06</b>
		5/12/2016	05/13/16	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$62,334.06	
Electronic Business Machines	40409	<b>Check Total</b>						<b>\$359.57</b>
		5/19/2016	AR39399	001-013-518-20-48-00	GG-Repair & Maintenance	Copier maintenance	\$359.57	
Everett Safe and Lock	40410	<b>Check Total</b>						<b>\$19.66</b>
		5/19/2016	97015	101-016-544-90-31-02	ST-Operating Cost	Keys	\$9.83	
				410-016-531-10-31-02	SW-Operating Costs	Keys	\$9.83	
Farmers Equipment Co	40411	<b>Check Total</b>						<b>\$90.14</b>
		5/19/2016	IB04864	101-016-544-90-31-02	ST-Operating Cost	Cable	\$45.07	
				410-016-531-10-31-02	SW-Operating Costs	Cable	\$45.07	
Feldman and Lee	40412	<b>Check Total</b>						<b>\$9,000.00</b>
		5/19/2016	April 2016	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender Services April 2016	\$9,000.00	



## Checks to be Approved for 5/6/2016 to 5/19/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Frontier	40413						<b>Check Total</b>	<b>\$82.45</b>
		5/19/2016	4/16 4253340835	001-013-518-20-42-00	GG-Communication	Telephone services	\$27.48	
				101-016-543-30-42-00	ST-Communications	Telephone services	\$27.49	
				410-016-531-10-42-00	SW-Communications	Telephone services	\$27.48	
Louisa Garbo	40414						<b>Check Total</b>	<b>\$1,051.06</b>
		5/19/2016	5/17/16 req	001-007-558-50-43-00	PL-Travel & Mtgs	Airfare/Hotel/Rental Car/Taxi for CD interview	\$1,051.06	
Glens Rental Sales and Service	40415						<b>Check Total</b>	<b>\$1,155.48</b>
		5/19/2016	S6551	101-016-544-90-31-02	ST-Operating Cost	Roller Rental	\$196.02	
			S8332	101-016-544-90-31-02	ST-Operating Cost	Hydraulic Hose	\$3.30	
				410-016-531-10-31-02	SW-Operating Costs	Hydraulic Hose	\$3.29	
		S8645	001-010-576-80-31-00	PK-Operating Costs	Grease/Oil	\$36.92		
			101-016-544-90-31-02	ST-Operating Cost	Grease/Oil	\$36.92		
			410-016-531-10-31-02	SW-Operating Costs	Grease/Oil	\$36.91		
		S8724	001-010-576-80-31-00	PK-Operating Costs	Weed Eater and Hedge Trimmer	\$280.70		
			101-016-544-90-31-02	ST-Operating Cost	Weed Eater and Hedge Trimmer	\$280.71		
		410-016-531-10-31-02	SW-Operating Costs	Weed Eater and Hedge Trimmer	\$280.71			
Grainger	40416						<b>Check Total</b>	<b>\$1,021.55</b>
		5/19/2016	9094661312	001-013-594-18-60-01	GG - Lundeen House Capital	Fire Extinguisher	\$8.99	
			9095326535	001-013-594-18-60-01	GG - Lundeen House Capital	Fire Extinguishers	\$26.95	
			9097999099	001-007-558-50-31-01	PL-Operating Costs	Janitorial Supplies	\$76.61	
				001-008-521-20-31-01	LE-Operating Costs	Janitorial Supplies	\$335.16	
				001-010-576-80-31-00	PK-Operating Costs	Janitorial Supplies	\$172.37	
				001-012-575-50-31-00	CS-Community Center-Ops	Janitorial Supplies	\$105.34	
				001-013-518-20-31-00	GG-Operating	Janitorial Supplies	\$95.76	
				101-016-544-90-31-02	ST-Operating Cost	Janitorial Supplies	\$86.18	
				410-016-531-10-31-02	SW-Operating Costs	Janitorial Supplies	\$86.18	
			9107166820	001-010-576-80-31-00	PK-Operating Costs	Ear Plugs	\$9.33	
				101-016-544-90-31-02	ST-Operating Cost	Ear Plugs	\$9.34	
				410-016-531-10-31-02	SW-Operating Costs	Ear Plugs	\$9.34	
			Granite Construction Supply	40417				
5/19/2016	262_00062873	101-016-542-64-31-00			ST-Traffic Control - Supply	Signs	\$566.28	
	262_00062953	001-010-576-80-31-01			PK-Ops-Clothing	Hats	\$198.56	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Granite Construction Supply	40417	5/19/2016	262_00062953	101-016-542-90-31-01	ST-Clothing	Hats	\$198.56
				410-016-531-10-31-00	SW-Clothing	Hats	\$198.56
			262_00062983	001-010-576-80-31-01	PK-Ops-Clothing	Rubber boots	\$14.79
				101-016-542-90-31-01	ST-Clothing	Rubber boots	\$14.80
				410-016-531-10-31-00	SW-Clothing	Rubber boots	\$14.80
			262_00062988	001-010-576-80-31-01	PK-Ops-Clothing	Rain jacket/Rip stop bibs	\$16.64
				101-016-542-90-31-01	ST-Clothing	Rain jacket/Rip stop bibs	\$16.63
				410-016-531-10-31-00	SW-Clothing	Rain jacket/Rip stop bibs	\$16.63
			262_00062989	101-016-542-64-31-00	ST-Traffic Control - Supply	Traffic Cones	\$250.47
			262_00062996	001-010-576-80-31-01	PK-Ops-Clothing	Rain Jackets	\$17.60
101-016-542-90-31-01	ST-Clothing	Rain Jackets		\$17.61			
410-016-531-10-31-00	SW-Clothing	Rain Jackets		\$17.61			
Chris L Griffen	40418	<b>Check Total</b>					<b>\$562.50</b>
	5/19/2016	5Z0233099	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services	\$262.50	
		5Z1027820	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services	\$300.00	
Group Health Coop	40419	<b>Check Total</b>					<b>\$223.00</b>
	5/19/2016	1684248-42493	001-008-521-20-41-00	LE-Professional Services	Employee medical tests & immunizations	\$36.00	
			001-010-576-80-41-00	PK-Professional Services	Employee medical tests & immunizations	\$92.00	
			101-016-542-30-41-02	ST-Professional Service	Employee medical tests & immunizations	\$47.50	
			410-016-531-10-41-01	SW-Professional Services	Employee medical tests & immunizations	\$47.50	
HB Jaeger Co LLC	40420	<b>Check Total</b>					<b>\$559.16</b>
	5/19/2016	171960/1	101-016-544-90-31-02	ST-Operating Cost	Aluminum Trash Racks/rib	\$487.83	
		171961/1	410-016-531-10-31-02	SW-Operating Costs	Shear Gate Handle/hook/rod	\$71.33	
Gavin Heinemann	40421	<b>Check Total</b>					<b>\$53.38</b>
	5/19/2016	5/5/16	001-008-521-20-32-00	LE-Fuel	Fuel for Tahoe	\$53.38	
Honey Bucket	40422	<b>Check Total</b>					<b>\$214.00</b>
	5/19/2016	2-1649763	001-010-576-80-45-00	PK-Equipment Rental	HoneyBucket rental - Boat Launch	\$214.00	
Industrial Supply Inc	40423	<b>Check Total</b>					<b>\$121.36</b>
	5/19/2016	577685	001-010-576-80-31-00	PK-Operating Costs	Gloves	\$40.46	
			101-016-544-90-31-02	ST-Operating Cost	Gloves	\$40.45	
			410-016-531-10-31-02	SW-Operating Costs	Gloves	\$40.45	



## Checks to be Approved for 5/6/2016 to 5/19/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	\$	
<b>J Thayer Company</b>	<b>40424</b>							<b>Check Total</b>	<b>\$1,090.41</b>
		5/19/2016	1042141-0	001-007-558-50-31-00	PL-Office Supplies	Folders/rubberbands	\$34.79		
				001-007-559-30-31-00	PB-Office Supplies	Folders/rubberbands	\$34.79		
		1042479-0	001-007-558-50-31-01	PL-Operating Costs	Janitorial Supplies	\$39.13			
			001-008-521-20-31-01	LE-Operating Costs	Janitorial Supplies	\$171.23			
			001-010-576-80-31-00	PK-Operating Costs	Janitorial Supplies	\$88.07			
			001-012-572-20-31-00	CS-Library-Office & Operating	Janitorial Supplies	\$53.82			
			001-013-518-20-31-00	GG-Operating	Janitorial Supplies	\$48.92			
			101-016-544-90-31-02	ST-Operating Cost	Janitorial Supplies	\$44.03			
			410-016-531-10-31-02	SW-Operating Costs	Janitorial Supplies	\$44.03			
			1043581-0	001-013-518-20-31-00	GG-Operating	Envelopes/plastic forks/napkins/light bulbs	\$62.56		
		1044821-0	001-007-558-50-31-00	PL-Office Supplies	Office & paper products	\$42.13			
			001-007-559-30-31-00	PB-Office Supplies	Office & paper products	\$42.12			
			101-016-544-90-31-01	ST-Office Supplies	Office & paper products	\$42.13			
			410-016-531-10-31-01	SW-Office Supplies	Office & paper products	\$42.13			
1045191-0	001-013-518-20-31-00	GG-Operating	Paper/cups/batteries	\$300.53					
<b>Johns Cleaning Service</b>	<b>40425</b>							<b>Check Total</b>	<b>\$113.06</b>
		5/19/2016	1762	001-008-521-20-26-00	LE-Clothing	Uniform cleaning services	\$113.06		
<b>Sherene Johnson</b>	<b>40426</b>							<b>Check Total</b>	<b>\$47.00</b>
		5/19/2016	Refund	001-000-362-40-00-00	Facilities Rental - Short Term	Refund of Lundeen shelter rental	\$47.00		
<b>Kroesen's Uniforms</b>	<b>40427</b>							<b>Check Total</b>	<b>\$862.38</b>
		5/19/2016	32632	001-008-521-20-26-00	LE-Clothing	Uniform items - Bike Unit	\$862.38		
<b>Lake Industries LLC</b>	<b>40428</b>							<b>Check Total</b>	<b>\$56.32</b>
		5/19/2016	269298	101-016-544-90-31-02	ST-Operating Cost	1" Minus Screened Pit Run Gravel	\$18.16		
				410-016-531-10-31-02	SW-Operating Costs	1" Minus Screened Pit Run Gravel	\$18.16		
		31056	101-016-544-90-31-02	ST-Operating Cost	Fill hauled in by the Yard	\$10.00			
			410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the Yard	\$10.00			
<b>Lake Stevens Police Guild</b>	<b>40375</b>							<b>Check Total</b>	<b>\$932.50</b>
		5/12/2016	05/13/16	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$932.50		
<b>Lake Stevens School District</b>	<b>40429</b>							<b>Check Total</b>	<b>\$4,429.00</b>
		5/19/2016	1233	001-008-521-20-32-00	LE-Fuel	Fuel - March 2016	\$4,429.00		



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total		
<b>Lake Stevens Sewer District</b>	<b>40430</b>							<b>Check Total</b>	<b>\$830.00</b>
		5/19/2016	05/2016	001-008-521-50-47-00	LE-Utilities	Sewer - Police Station	\$83.00		
					LE-Utilities	Sewer - N Lakeshore Dr	\$83.00		
				001-010-576-80-47-00	PK-Utilities	Sewer - Lundeen Park	\$166.00		
				001-012-572-20-47-00	CS-Library-Utilities	Sewer - Library	\$83.00		
				001-013-518-20-47-00	GG-Utilities	Sewer - City Hall	\$166.00		
					GG-Utilities	Sewer - Family Center	\$83.00		
					GG-Utilities	Sewer - Permit Center	\$83.00		
		101-016-543-50-47-00	ST-Utilities	Sewer - 99th Ave SE Property	\$83.00				
<b>Lakeside Industries</b>	<b>40431</b>							<b>Check Total</b>	<b>\$1,579.05</b>
		5/19/2016	3261218MB	101-016-544-90-31-02	ST-Operating Cost	Cold Patch Asphalt	\$1,579.05		
<b>Lemay Mobile Shredding</b>	<b>40432</b>							<b>Check Total</b>	<b>\$4.56</b>
		5/19/2016	4477162	001-013-518-20-31-00	GG-Operating	Shredding services	\$4.56		
<b>Les Schwab Tire Center</b>	<b>40433</b>							<b>Check Total</b>	<b>\$137.39</b>
		5/19/2016	40200271155	101-016-544-90-31-02	ST-Operating Cost	Battery and installation PW13	\$68.70		
				410-016-531-10-31-02	SW-Operating Costs	Battery and installation PW13	\$68.69		
<b>Lowes Companies</b>	<b>40434</b>							<b>Check Total</b>	<b>\$1,374.87</b>
		5/19/2016	911456	101-016-544-90-31-02	ST-Operating Cost	Lumber	\$631.85		
			914434	001-013-594-18-60-01	GG - Lundeen House Capital	Concrete blocks for VIC remodel	\$18.48		
			961420	001-007-558-50-31-01	PL-Operating Costs	Exhaust vent & tools Permit Center AC	\$26.48		
				001-007-559-30-31-01	PB-Operating Cost	Exhaust vent & tools Permit Center AC	\$26.48		
				101-016-544-90-31-02	ST-Operating Cost	Exhaust vent & tools Permit Center AC	\$26.48		
				410-016-531-10-31-02	SW-Operating Costs	Exhaust vent & tools Permit Center AC	\$26.48		
			972448	101-016-544-90-31-02	ST-Operating Cost	Portable generator	\$309.31		
	410-016-531-10-31-02	SW-Operating Costs		Portable generator	\$309.31				
<b>Christopher Lyons</b>	<b>40435</b>							<b>Check Total</b>	<b>\$18.00</b>
		5/19/2016	1/25/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Meal for training-BAC/SFST Refresher-Lyons	\$18.00		
<b>Abraham Martinez</b>	<b>40436</b>							<b>Check Total</b>	<b>\$522.72</b>
		5/19/2016	Video-Lundeen	001-007-558-70-41-00	PL-Economic Devel	Video-What's Happening at Lundeen Park	\$522.72		
<b>Gregory McCormack</b>	<b>40437</b>							<b>Check Total</b>	<b>\$401.65</b>
		5/19/2016	5/16/16 req	001-007-558-50-43-00	PL-Travel & Mtgs	Hotel/Mileage for Cd interview	\$401.65		



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Nationwide Retirement Solution	0						<b>Check Total</b>	<b>\$1,325.00</b>
		5/12/2016	05/13/2016	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$1,325.00	
Office of The State Treasurer	40438						<b>Check Total</b>	<b>\$11,042.37</b>
		5/19/2016	April 2016	633-000-586-00-00-15	Vehicle License Fraud Account	March 2016 State Court Fees	\$0.00	
				633-007-586-00-00-02	Building - State Bl	March 2016 State Court Fees	\$189.00	
				633-008-586-00-00-03	Public Safety And Ed. 1986	March 2016 State Court Fees	\$5,151.67	
				633-008-586-00-00-04	Public Safety And Education	March 2016 State Court Fees	\$3,111.02	
				633-008-586-00-00-05	Judicial Information System-Ci	March 2016 State Court Fees	\$1,256.18	
				633-008-586-00-00-08	Trauma Care	March 2016 State Court Fees	\$403.84	
				633-008-586-00-00-09	School Zone Safety	March 2016 State Court Fees	\$97.53	
				633-008-586-00-00-10	Public Safety Ed #3	March 2016 State Court Fees	\$98.77	
				633-008-586-00-00-11	Auto Theft Prevention	March 2016 State Court Fees	\$577.71	
				633-008-586-00-00-12	HWY Safety Act	March 2016 State Court Fees	\$30.08	
				633-008-586-00-00-13	Death Inv Acct	March 2016 State Court Fees	\$18.96	
		633-008-586-00-00-14	WSP Highway Acct	March 2016 State Court Fees	\$107.61			
Outcomes by Levy LLC	40439						<b>Check Total</b>	<b>\$5,277.96</b>
		5/19/2016	2016-04-LS	001-013-511-20-41-02	GG-Advisory Srv - Lobbying	Legislative/Lobbying services for April 2016	\$5,277.96	
Pacific Power Batteries	40440						<b>Check Total</b>	<b>\$210.91</b>
		5/19/2016	12227417	001-008-521-20-31-01	LE-Operating Costs	1500 Watt AC Inverter	\$210.91	
Pacific Rim Code Services Inc	40441						<b>Check Total</b>	<b>\$10,180.87</b>
		5/19/2016	04/2016	001-007-559-30-41-00	PB-Professional Srv	Plan Reviews - April 2016	\$10,180.87	
PACLAB	40442						<b>Check Total</b>	<b>\$77.50</b>
		5/19/2016	April 2016	001-008-521-20-41-00	LE-Professional Services	DUI blood drawings - April 2016	\$77.50	
Kristen Parnell	40443						<b>Check Total</b>	<b>\$18.00</b>
		5/19/2016	1/25/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Meal at BAC/SFST Refresher-Parnell	\$18.00	
Robert Pederson	40444						<b>Check Total</b>	<b>\$921.80</b>
		5/19/2016	5/16/16 req	001-007-558-50-43-00	PL-Travel & Mtgs	Airfare/Hotel/Car rental for CD interview	\$921.80	
Pitney Bowes	40445						<b>Check Total</b>	<b>\$112.48</b>
		5/19/2016	3300379589	001-013-518-20-45-00	GG-Equipment Rental	Postage machine rental	\$112.48	
Precision Electric Group Inc	40446						<b>Check Total</b>	<b>\$2,190.05</b>
		5/19/2016	14905	001-013-594-18-60-01	GG - Lundeen House Capital	Additional electrical circuits added at VIC	\$1,576.91	



## Checks to be Approved for 5/6/2016 to 5/19/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Precision Electric Group Inc	40446	5/19/2016	14906	001-013-518-20-31-00	GG-Operating	Additional electrical circuit at City Hall	\$613.14	
Prothman	40447						<b>Check Total</b>	<b>\$26,306.75</b>
		5/19/2016	2016-5358	001-008-521-20-41-00	LE-Professional Services	Consulting Services-4/9-4/22/16-Police Chief	\$8,003.10	
			2016-5361	001-002-513-11-41-00	AD-Professional Services	Consulting Services-4/9-4/22/16-City Admin	\$6,504.57	
			2016-5371	001-008-521-20-41-00	LE-Professional Services	Police Chief Search	\$3,320.12	
			2016-5384	001-008-521-20-41-00	LE-Professional Services	Consulting services-4/23-5/6/16-Police Chief	\$8,478.96	
Public Safety Testing Inc	40448						<b>Check Total</b>	<b>\$3,808.88</b>
		5/19/2016	PSTI 16-489	001-008-521-20-41-00	LE-Professional Services	Potential new hire background checks	\$3,808.88	
Puget Sound Energy	40449						<b>Check Total</b>	<b>\$35.85</b>
		5/19/2016	5/16 24316495	001-010-576-80-47-00	PK-Utilities	Natural Gas services City Shop	\$11.95	
				101-016-543-50-47-00	ST-Utilities	Natural Gas services City Shop	\$11.95	
				410-016-531-10-47-00	SW-Utilities	Natural Gas services City Shop	\$11.95	
	40450						<b>Check Total</b>	<b>\$95.50</b>
		5/19/2016	5/16 3723810	001-008-521-50-47-00	LE-Utilities	Natural Gas services - North Shore Drive	\$95.50	
Kathleen Pugh	40451						<b>Check Total</b>	<b>\$70.20</b>
		5/19/2016	5/13/16 req	001-003-514-20-43-00	CC-Travel & Meetings	Mileage to WAPRO Training in Tacoma WA	\$70.20	
Bruce Scott	40452						<b>Check Total</b>	<b>\$35.50</b>
		5/19/2016	5/4/16 req	001-000-322-90-00-00	Weapon License Permit - Local	Refund CPL application fee-Scott	\$14.00	
				001-000-341-81-00-02	Duplicating Srv - Laminate	Refund CPL application fee-Scott	\$3.50	
				633-000-386-00-00-03	Gun Permit Fees	Refund CPL application fee-Scott	\$18.00	
Snohomish County Human Service	40453						<b>Check Total</b>	<b>\$2,084.36</b>
		5/19/2016	1000408795	001-013-566-00-51-00	GG-Liquor Tax to SnoCo	Liquor Excise taxes Q1 2016	\$2,084.36	
Snohomish County Parks and Recreation	40454						<b>Check Total</b>	<b>\$140.00</b>
		5/19/2016	1000408385	001-013-518-20-31-00	GG-Operating	Centennial Trail Business Sign Permit 5/2016-5/2017	\$140.00	
Snohomish County Planning	40455						<b>Check Total</b>	<b>\$5,345.00</b>
		5/19/2016	1000405002	001-013-518-90-49-05	GG-SnoCo Tomorrow	2016 Snohomish County Tomorrow Dues	\$5,345.00	
Snohomish County PUD	40456						<b>Check Total</b>	<b>\$1,066.62</b>
		5/19/2016	127680009	001-010-576-80-47-00	PK-Utilities	201513934 Parks	\$16.14	
			127682792	101-016-542-63-47-00	ST-Lighting - Utilities	205338056 SR92 Roundabout at 113th	\$53.20	
			127685476	001-008-521-50-47-00	LE-Utilities	203033030 Police Dept Water	\$43.57	



## Checks to be Approved for 5/6/2016 to 5/19/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Snohomish County PUD	40456	5/19/2016	134281373	001-013-518-20-47-00	GG-Utilities	201956075 War Memorial	\$24.86	
			137494864	001-012-575-30-47-00	CS-Historical-Utilities	202289237 Museum	\$17.32	
				001-012-575-51-47-00	CS-Grimm House Expenses	202289237 Grimm House	\$17.33	
			140795610	101-016-542-63-47-00	ST-Lighting - Utilities	203730189 Traffic Signal	\$59.36	
			140795615	101-016-542-63-47-00	ST-Lighting - Utilities	203731153 Traffic Signal	\$69.77	
			140800598	001-010-576-80-47-00	PK-Utilities	202513354 Park lighting	\$16.59	
			144121298	101-016-542-63-47-00	ST-Lighting - Utilities	203115522 Street Light meter	\$122.69	
			147409193	101-016-542-63-47-00	ST-Lighting - Utilities	203582010 Street Lights	\$71.72	
			150707803	101-016-542-63-47-00	ST-Lighting - Utilities	202342622 Street Lights	\$57.32	
			157145148	001-010-576-80-47-00	PK-Utilities	203531959 Mobile at 2424 Soper Hill Rd	\$38.05	
			160345563	001-010-576-80-47-00	PK-Utilities	205395999 Visitor Center	\$44.73	
			160346893	101-016-542-63-47-00	ST-Lighting - Utilities	202988481 Street Lights	\$199.02	
			163558001	001-010-576-80-47-00	PK-Utilities	203203245 Lundeen Restrooms	\$165.45	
	166837570	101-016-542-63-47-00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$49.50			
		40457	<b>Check Total</b>					<b>\$14,826.67</b>
			5/19/2016	100223813	001-010-576-80-47-00	PK-Utilities	200748721 Parks	\$51.48
				104461016	101-016-542-63-47-00	ST-Lighting - Utilities	201595113 Street Lights	\$261.74
				104461787	001-013-518-20-47-00	GG-Utilities	200206019 City Hall	\$243.81
				104461789	001-012-572-20-47-00	CS-Library-Utilities	200206977 Library	\$303.67
					001-013-518-20-47-00	GG-Utilities	200206977 Library water meter	\$78.63
				104461889	001-013-518-20-47-00	GG-Utilities	200245215 Family Center	\$175.83
				107799335	001-013-518-20-47-00	GG-Utilities	200321172 Permit Center	\$155.52
				107805063	101-016-542-63-47-00	ST-Lighting - Utilities	200178218 Traffic Signal	\$143.16
				111109825	101-016-542-63-47-00	ST-Lighting - Utilities	201973682 Street Lights	\$44.73
				114422446	001-008-521-50-47-00	LE-Utilities	200558690 Police N Lakeshore Drive	\$55.37
				114425163	001-012-575-50-47-00	CS-Community Center-Utilities	200860922 Community Center	\$285.44
			117743068	101-016-542-63-47-00	ST-Lighting - Utilities	202624367 Street Lights	\$9,982.43	
			117743114	101-016-542-63-47-00	ST-Lighting - Utilities	202648101 Street Lights - Soper Hill Annexation	\$1,066.97	
			117743151	101-016-542-63-47-00	ST-Lighting - Utilities	202670725 Street Lights	\$1,181.12	
			117746298	101-016-542-63-47-00	ST-Lighting - Utilities	200363505 Traffic Signal	\$62.46	
			121064257	101-016-542-63-47-00	ST-Lighting - Utilities	202648705 Street Lights	\$47.58	
			121065944	001-008-521-50-47-00	LE-Utilities	202766820 Police Dept Electric	\$453.47	



## Checks to be Approved for 5/6/2016 to 5/19/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Snohomish County PUD	40457	5/19/2016	124374815	101-016-542-63-47-00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge lights	\$21.42
			124375557	001-013-518-20-47-00	GG-Utilities	201783685 Annex	\$74.67
			124375836	101-016-542-63-47-00	ST-Lighting - Utilities	201860178 Traffic Signal	\$137.17
<b>Check Total</b>							<b>\$4,007.95</b>
Snohomish County PW S	40458	5/19/2016	I000408287	101-016-542-64-48-00	ST-Traffic Control - R&M	Traffic Signal & Sign repair & maintenance	\$453.06
			I000408519	410-016-531-20-41-00	SW-Aerator Monitori	Q1 2016 Lake Monitoring & Gaging	\$3,554.89
<b>Check Total</b>							<b>\$5,242.02</b>
Snohomish County Sherrifs Office	40459	5/19/2016	2016-3099	001-008-523-60-51-00	LE-Jail	Prisoner Housing March 2016	\$5,242.02
			<b>Check Total</b>				
Snohomish County Treasurer	40460	5/19/2016	April 2016	633-008-586-00-00-01	Crime Victims Compensation	April 2016 Crime Victims Compensation	\$188.01
			<b>Check Total</b>				
Snopac	40461	5/19/2016	8226	001-008-528-00-51-00	LE-Snopac Dispatch	Dispatch services	\$26,017.48
			<b>Check Total</b>				
SoftwareONE Inc	40462	5/19/2016	US-PSI-482302	510-006-518-80-49-00	License Renewal - Annual Maint	Yr 1 Microsoft Enterprise Agreement	\$34,039.16
			<b>Check Total</b>				
Sound Publishing Inc	40463	5/19/2016	7676935	001-007-558-50-41-03	PL-Advertising	Help wanted-Permit Specialist	\$166.00
			EDH695673	101-016-542-30-41-01	ST-Advertising	RFB-Driver Feedback Signs	\$15.48
			EDH695808	001-007-558-50-41-03	PL-Advertising	Public Hearing:Industrial/Mfg Tax Exemption	\$144.72
			EDH696352	001-007-558-50-41-03	PL-Advertising	LUA2016-0010 Silverstone Site	\$82.68
			EDH696373	001-007-558-50-41-03	PL-Advertising	LUA2016-0004 McKay Subdivision	\$80.96
			EDH696380	001-007-558-50-41-03	PL-Advertising	LUA2016-0030 Trestle Station	\$65.48
			EDH697222	101-016-542-30-41-01	ST-Advertising	Sidewalk repair	\$22.48
			EDH697334	001-007-558-50-41-03	PL-Advertising	LUA2016-0009 Moore Variance	\$82.68
			EDH697451	001-007-558-50-41-03	PL-Advertising	LUA2016-0046 Smoots	\$82.68
			EDH699317	001-007-558-50-41-03	PL-Advertising	958/960/961/962 Ordinance	\$73.96
<b>Check Total</b>							<b>\$60.00</b>
Springbrook Nursery	40464	5/19/2016	241613	001-010-576-80-31-00	PK-Operating Costs	Dump fee for brush & stumps removed from Pilchuck Park	\$40.00
			241653	001-010-576-80-31-00	PK-Operating Costs	Dump fee for brush & stumps removed from Pilchuck Park	\$20.00
<b>Check Total</b>							<b>\$32.38</b>
Stericycle Inc	40465	5/19/2016	3003403154	001-008-521-20-41-00	LE-Professional Services	Hazardous waste disposal services	\$32.38



## Checks to be Approved for 5/6/2016 to 5/19/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Steuber Distributing Co	40466						<b>Check Total</b>	<b>\$190.93</b>
		5/19/2016	2820024	410-016-531-10-31-02	SW-Operating Costs	Bamboo root barrier to protect storm drain	\$190.93	
Jonathan Stevens	40467						<b>Check Total</b>	<b>\$102.00</b>
		5/19/2016	4/4/16 req	101-016-542-30-49-00	ST-Miscellaneous	Refund for CDL license	\$102.00	
Robert Summers	40468						<b>Check Total</b>	<b>\$10.50</b>
		5/19/2016	5/9/16 req	001-008-521-20-26-00	LE-Clothing	Lieutenant collar insignias	\$10.50	
Tacoma Screw Products Inc	40469						<b>Check Total</b>	<b>\$342.74</b>
		5/19/2016	18115242	001-010-576-80-31-00	PK-Operating Costs	Diamond Trimmer Line	\$44.75	
				101-016-544-90-31-02	ST-Operating Cost	Diamond Trimmer Line	\$44.76	
				410-016-531-10-31-02	SW-Operating Costs	Diamond Trimmer Line	\$44.76	
		18115243	001-010-576-80-31-00	PK-Operating Costs	Turnbuckles	\$69.49		
			101-016-544-90-31-02	ST-Operating Cost	Turnbuckles	\$69.49		
410-016-531-10-31-02	SW-Operating Costs		Turnbuckles	\$69.49				
UPS	40470						<b>Check Total</b>	<b>\$57.79</b>
		5/19/2016	74Y42186	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$34.35	
			74Y42196	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$23.44	
Verizon Northwest	40471						<b>Check Total</b>	<b>\$2,425.87</b>
		5/19/2016	9764291200	001-001-513-10-42-00	Executive - Communication	Wireless Phone services	\$70.97	
				001-002-513-11-42-00	AD-Communications	Wireless Phone services	\$101.51	
				001-003-514-20-42-00	CC-Communications	Wireless Phone services	\$55.41	
				001-005-518-10-42-00	HR-Communications	Wireless Phone services	\$52.58	
				001-006-518-80-42-00	IT-Communications	Wireless Phone services	\$105.16	
				001-007-558-50-42-00	PL-Communication	Wireless Phone services	\$117.44	
				001-007-559-30-42-00	PB-Communication	Wireless Phone services	\$91.72	
				001-008-521-20-42-00	LE-Communication	Wireless Phone services	\$1,486.17	
				001-010-576-80-42-00	PK-Communication	Wireless Phone services	\$114.97	
101-016-543-30-42-00	ST-Communications			Wireless Phone services	\$114.97			
410-016-531-10-42-00	SW-Communications	Wireless Phone services	\$114.97					
Jerad Wachtveitl	40472						<b>Check Total</b>	<b>\$18.20</b>
		5/19/2016	5/11/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Ferry fare for travel to training-Wachtveitl	\$18.20	



## Checks to be Approved for 5/6/2016 to 5/19/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Washington Audiology Services	40478						<b>Check Total</b>	<b>\$20.00</b>
		5/19/2016	48516	001-005-518-10-41-00	HR-Professional Services	Employee Hearing exam	\$20.00	
Washington Dept of Fish & Wildlife	40371						<b>Check Total</b>	<b>\$150.00</b>
		5/9/2016	5/6/16	101-016-595-61-64-41	ST - Cap - Grade Road	HPA Application for Grade Rd embankment restoration	\$150.00	
Washington State Criminal Justice	40479						<b>Check Total</b>	<b>\$100.00</b>
		5/19/2016	201126217	001-008-521-40-49-01	LE-Staff Development	Training-Crime Scene Photography-Bernhard/Parnell	\$100.00	
Washington State Support Registry	0						<b>Check Total</b>	<b>\$402.46</b>
		5/12/2016	05/13/16	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$402.46	
Wave Broadband	40480						<b>Check Total</b>	<b>\$701.33</b>
		5/19/2016	00866400	001-002-513-11-42-00	AD-Communications	Telephone Service	\$10.31	
				001-003-514-20-42-00	CC-Communications	Telephone Service	\$20.62	
				001-004-514-23-42-00	FI-Communications	Telephone Service	\$20.61	
				001-005-518-10-42-00	HR-Communications	Telephone Service	\$10.31	
				001-006-518-80-42-00	IT-Communications	Telephone Service	\$30.93	
				001-007-558-50-42-00	PL-Communication	Telephone Service	\$67.05	
				001-007-559-30-42-00	PB-Communication	Telephone Service	\$10.31	
				001-008-521-20-42-00	LE-Communication	Telephone Service	\$350.66	
				001-012-575-30-42-00	CS-Historical-Communications	Telephone Service Museum	\$10.31	
				001-012-575-50-42-00	CS-Community Center - Comm	Telephone Service Senior Ctr	\$10.31	
				001-013-518-20-42-00	GG-Communication	Telephone Service	\$41.24	
				101-016-543-30-42-00	ST-Communications	Telephone Service Shop	\$59.33	
410-016-531-10-42-00	SW-Communications			Telephone Service Shop	\$59.34			
WaveDivision Holdings LLC	40481						<b>Check Total</b>	<b>\$656.16</b>
		5/19/2016	37625	510-006-518-80-49-00	License Renewal - Annual Maint	Fiber lease for New World Connection	\$656.16	
Weed Graafstra & Associates Inc	40482						<b>Check Total</b>	<b>\$15,894.75</b>
		5/19/2016	151	001-011-515-30-41-00	LG-Professional Service	Legal Services - General Matters	\$15,894.75	
Neil Chad Wells	40483						<b>Check Total</b>	<b>\$18.00</b>
		5/19/2016	1/25/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem for BAC/SFST Training- C Wells	\$18.00	
Wetlands & Woodlands Wholesale Nursery Inc	40484						<b>Check Total</b>	<b>\$655.85</b>
		5/19/2016	1011	101-016-543-20-41-04	ST-Roundabout Landscape	Landscaping plants for roundabout	\$655.85	



**Checks to be Approved for 5/6/2016 to 5/19/2016**

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Johnson William	40485						\$6,751.80
		5/19/2016	16-2741	101-016-542-70-40-00	ST - Roadside Equip Rental	Rental of Rotary Mechanical Brush Cutter	\$6,751.80
<b>Total</b>							<b>\$2,785,144.20</b>

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

Tuesday, May 10, 2016  
Lake Stevens School District Educational Service Center (Admin. Bldg.)  
12309 22<sup>nd</sup> Street N.E. Lake Stevens

CALL TO ORDER: 7:00 p.m. by Mayor John Spencer

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

ABSENT: None

STAFF MEMBERS PRESENT: Finance Director/City Clerk Barb Stevens, Interim Planning and Community Development Director Russ Wright, Public Works Director Mick Monken, Interim Police Chief Ralph Krusey, Human Resources Director Steve Edin, Senior Planner Stacie Pratschner, Deputy City Clerk Kathy Pugh and City Attorney Cheryl Beyer

OTHERS: Kiwanis Club Members Karen Wolfe, Gary Wolfe, Sandy Racz, Rob Racz, Ron McEntire, Ray Mitchell, Wilma Daniels and Kathy Fox; Nick Holz and Girl Scouts Daisy Troop No. 42379

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**Pledge of Allegiance:** Council President Low introduced members of the Lake Stevens Kiwanis, who led the Pledge of Allegiance. Council President Low appreciated the volunteer services that the Kiwanis organization provides to the community.

**Roll Call.** All present.

**Approval of Agenda:**

Council President Low announced the Action Items on the Agenda would be considered ahead of the two Closed Record Hearings and the Public Hearing.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Hilt, to approve the agenda with the noted change. On vote the motion carried (7-0-0-0).

**Community Recognition:**

Mayor Spencer recognized the members of Girl Scouts Daisy Troop 42379 and commended them for donating cookies to the Hungry Hearts Foundation so that children who receive meals from the foundation would have cookies to take home with them each day. The troop donated 135 boxes of cookies during the annual cookie drive.-

Mayor Spencer recognized outgoing Arts Commissioner Nicholas Holz and thanked him for his contributions to the City.

**Guest Business.** Jessica Stafford and Abby Hill introduced themselves. Ms. Hill said they are 8<sup>th</sup> grade students at Cavelero Mid-High. They are both in the leadership class and are doing a community service project for that class. Their project is called Poopie Doggie Baggies. Their idea is to place stands holding plastic bags in various locations along the Centennial running trail so that people can pick up their dogs' waste.

Councilmember Daughtry said he would assist with installation of the stands. He asked how the stands would be stocked with bags. Ms. Stafford said they were thinking that they could check the stands weekly or that people could just donate plastic bags to the stands.

**Council Business:**

Kim Daughtry: Public Works subcommittee and Planning & Community Development meeting, Family Center; Sam Low: Granite Falls Boys & Girls Club, Executive Staff meeting, City Cleanup at Lundeen Park, Ribbon Cutting for new business, Cavalero Park Cleanup; Kurt Hilt: Community Transit, Snohomish Health District; Raichel McDaniel: Planning Commission, Fire Commission; Marcus Tageant: Planning Commission, Chamber, Planning Director Interviews

**Mayor's Business:**

Mayor Spencer reported Snohomish County Tomorrow approved a budget and submitted it to Snohomish County.

Mayor Spencer also commented the City would like to install a monument sign at the Visitor Information Center. He referred to a handout depicting a proposed sign design and invited Councilmembers to contact him with their comments and input.

**City Department Report.**

**Consent Agenda.**

**MOTION:** Moved by Councilmember Tageant, seconded by Councilmember Welch, to approve (A) 2016 Vouchers [Payroll Direct Deposits of \$149,823.82, Payroll Check No. 40310 in the amount of \$2,620.48, Tax Deposits of \$60,760.96, Electronic Funds Transfers (ACH) of \$197,017.29, Claims Check Nos. 40307-40309 and 40311-40370 totaling \$157,724.56, Void Check Nos. 40050, 40167 totaling \$9,400.40, Total Vouchers Approved: \$558,546.71]; (B) April 26, 2016 City Council Regular Meeting Minutes; (C) Amendment to Interlocal Agreement with Snohomish County regarding Internet Technology Services; and (D) Master Fencing Public Works Contract with Discount Fencing.

Council President Low requested a correction to the minutes to show that Senator Hobbs led the flag salute, and not "Representative" Hobbs.

**VOTE:** On vote the motion to approve the minutes with the noted correction carried (7-0-0-0).

**Action Items:**

**Second and Final Reading Approving Ordinance 958 regarding Marijuana Regulations in Retail Locations and Repealing Ordinance 941:** Director Wright presented the staff report and reviewed that at the first reading of this ordinance Council requested staff return with additional information. He noted a handout regarding Marijuana impacts prepared by Police Chief Krusey. With regard to co-location Director Wright explained that if this prohibition is removed more than one grower or processor or retailer would be allowed to be in the same building. The overall building would be a shell, but within the building they would be separate businesses and each business would be required to meet all building and land use codes for that separate operation. Certain construction, such as a mezzanine might be allowed under this framework that would allow different operations to condense under a smaller footprint.

Regarding the tiers under the State guidelines, Director Wright clarified that a Tier 1 allows up to 2,000 square feet of canopy growth. This measurement is the actual plant coverage for the marijuana plants, and not necessarily reflective of the physical dimension of the building. Tier 2 would allow up to 10,000 square feet and a Tier 3 allows up to 30,000 square feet. These are maximums set by the state. The City allows up to Tier 2 or 10,000 square feet per business that wants to grow marijuana. Currently there is about 75,000 square feet that is being utilized for processing, production and storage. This excludes areas such as offices, hallways and restrooms.

Director Wright reviewed the retail and grow operations located near the City. He referenced two maps, one depicting retail operations and one depicting grow operations in the area surrounding the City. He noted there are several retail facilities within both a three-mile and six-mile radius. The second map depicts production facilities. Director Wright said there are at least 18 grow operations north of the City, and multiple grow operations in the more rural part of the County and also growers located to the south of Lake Stevens.

Regarding Medical Marijuana, Director Wright explained that per the Liquor and Cannabis Board, a grower can grow some Medical Marijuana within an operation, but it is not a separate calculation and does not go above the tier allocation that was granted by the state.

Director Wright reviewed the options before Council this evening in approving this ordinance. It is his understanding that there is consensus amongst Council to keep the retail allocation at one, and there is general support to remove the co-location prohibition. Staff has provided two options: (1) lower the cap from 100,000 square feet to 75,000 square feet, or (2) limit the amount of space allotted for state-licensed marijuana production down to 70,000 square feet. Under option (2) the business would be allowed to carry out the other parts of its business as allowed under City code. Option (2) is the preferred option.

Director Wright then responded to Council's questions.

**MOTION:** Councilmember Welch moved, Councilmember Hilt seconded, to approve the second reading and adoption of Ordinance 958, including maintaining one retail location, limiting the amount of space allotted for production to 70,000 square feet and removing the co-location prohibition, Repeal Ordinance 941 and accept the remainder of the Planning Commission's recommendations. On vote the motion carried (7-0-0-0).

**2016 Aquafest Request to Serve Beer and Wine in VIP Booth Saturday, July 30, 2016:**

Director Wright presented the staff report and said that LSMC 10.03.150 requires Council approval to permit the sale and consumption of alcoholic beverages within certain confined areas pursuant to an event permit. In previous years, Aquafest has requested and received Council approval to serve beer and wine in the VIP tent located in North Cove Park.

**MOTION:** Moved by Councilmember Daughtry, seconded by Councilmember Tageant, to allow the Aquafest Committee to serve beer and wine in the VIP booth located in North Cove Park on July 30, 2016. On vote the motion carried (7-0-0-0).

**Approve Professional Services Agreement with Universal Field Services to Facilitate the Transfer of Frontier Heights Park from Frontier Heights Homeowners' Association to**

**City:** Director Wright presented the staff report and said that approval of this professional services agreement will allow Universal Field Services to assist the City with the negotiations and coordination of conveying the ownership of Frontier Heights Park from a private homeowners' association to the City. The City is using park mitigation funds to pay for this professional services agreement.

**MOTION:** Councilmember Holder moved, Councilmember Hilt seconded, to authorize the Mayor to execute a Professional Services Agreement with Universal Field Services to facilitate the acquisition of Frontier Heights Park. On vote the motion carried (7-0-0-0).

**Adopt Policies and Procedures for the Use of Body Cameras by Law Enforcement:**

Interim Police Chief Ralph Krusey presented the staff report and reminded that under the legislation adopted during the 2016 Legislative Session, the Legislature added language making the new regulations applicable to all law enforcement agencies with policies and procedures for use of body cameras, and at least a pilot program by the effective date of the legislation, which is June 9, 2016. The Department is in the process of applying for a grant for body cameras. Chief Krusey then responded to Councilmembers' questions.

In response to Councilmember's Low's question, Chief Krusey said there is an opt-out option regarding the body camera purchase. The pilot program needs to be started by June 9, 2016 per the new legislation, which also provides certain protections related to public records requests for programs that are already in place on the effective date.

**MOTION:** Councilmember Low moved, Councilmember Tageant seconded, to adopt Policies and Procedures for the Use of Body Cameras by Law Enforcement. On vote the motion carried (7-0-0-0).

**Approve Professional Services Agreement with FCS Group to Provide Strategic Financial Planning Assistance and Analysis to the City:**

Finance Director Stevens reviewed the qualifications of FCS Group and said that the services they will provide will be task based with approval of each task by the budget subcommittee. This consultant is very experienced in this area. Director Stevens reviewed the tasks and said the tasks were vetted with the Finance subcommittee. Director Stevens then responded to Councilmembers' questions.

**MOTION:** Moved by Councilmember Tageant, seconded by Councilmember McDaniel, to approve the Professional Services Agreement with FCS Group to provide financial consultant services to the City on Strategic Financial Planning, Annexation Analysis and Stormwater Rate Study. On vote the motion carried (7-0-0-0).

**Approve Professional Services Agreement with DAH Corporation d/b/a ISOsource for a Business Technology Assessment Plan for the City of Lake Stevens and the Lake Stevens Fire Department:**

Human Resources Director Steve Edin presented the staff report and said that the City and Lake Stevens Fire are working together to evaluate their IT services to ensure that the systems are up-to-date, efficient, effective and fiscally responsible for municipal and emergency services. ISOsource has the expertise to assist with this evaluation. Mayor Spencer and Director Edin responded to Councilmembers' questions.

**MOTION:** Moved by Councilmember Welch, seconded by Councilmember Holder, to approve the Professional Services Agreement with DAH Corporation dba ISOsource for consultation services related to the City's IT program. On vote the motion carried (7-0-0-0).

**Closed Record Hearings:** Deputy City Clerk Kathy Pugh opened the closed record hearings and read the rules of procedure for the record.

**McKay Site-Specific Rezone Closed Record Hearing:**

Senior Planner Stacie Pratschner presented the staff report and explained that since this is a quasi-judicial matter only one public hearing is held, before the City's Hearing Examiner. She said before Council this evening is to either approve, approve with modifications, deny or remand to the Hearing Examiner the requested rezone. Senior Planner Pratschner reviewed the request and the process before the Hearing Examiner, and said that the entire record is included in Council's packet. Senior Planner Pratschner said the City has met all public notice requirements. She said the Hearing Examiner recommends approval of the request for site-specific rezone. Senior Planner Pratschner then responded to Councilmembers' questions.

**MOTION:** Councilmember Hilt moved, Councilmember Holder seconded, to close the closed record hearing. On vote the motion carried (7-0-0-0).

**MOTION:** Councilmember Daughtry moved, Councilmember Welch seconded, to approve Ordinance 960, an ordinance of the City of Lake Stevens amending the Zoning for 5.64 acres as part of the McKay Rezone located at 7508 10<sup>th</sup> Street SE, Lake Stevens, WA 98258 and changing the zoning on two parcels of the project currently zoned Suburban Residential to Urban Residential. On vote the motion carried (7-0-0-0).

**Silverstone Site-Specific Rezone Closed Record Hearing:**

Council President Low noted for the record that Councilmembers received several emails and said Council is not able to consider or respond to the emails because of the quasi-judicial nature of this matter.

Senior Planner Stacie Pratschner presented the staff report and said this request is also a quasi-judicial matter and that only one public hearing is held before the City's Hearing Examiner. This evening Council is requested to either approve, approve with modifications, deny or remand to the Hearing Examiner the applicant's request for rezone. Senior Planner Pratschner reviewed the history of the application and proceedings before the Hearing Examiner. She noted that the entire record is contained in Council's packet, including a record of the public comments received, both written and oral. Concerns raised related to loss of green space and wildlife habitat. She noted there will be additional opportunities for public comment

and input as the applicant moves through the application process, and also that the applicant will have to comply with all codes and regulations. The City has met all public notice requirements. Senior Planner Pratschner said the Hearing Examiner recommended approval of the requested rezone with the noted conditions. She then responded to Councilmembers' questions, including what subsequent applications might be and that a public process, including public comment, is required for Type III land use applications.

**MOTION:** Councilmember Daughtry moved, Councilmember Tageant seconded, to close the closed record hearing. On vote the motion carried (7-0-0-0).

**MOTION:** Councilmember Welch moved, Councilmember McDaniel seconded, to approve Ordinance 961, an ordinance of the City of Lake Stevens amending the zoning for a 9.95 acre parcel as part of the Silverstone Rezone located at 1317 71<sup>st</sup> Avenue SE, Lake Stevens, WA 98258 and changing the zoning on the subject parcel from Suburban Residential to Urban Residential. On vote the motion carried (7-0-0-0).

**Public Hearing:** Deputy Clerk Pugh opened the public hearing and read the rules of procedure for the record.

**Public Hearing regarding Designating Area to Provide for a Property Tax Exemption for Industrial/Manufacturing Industries and Adopt Ordinance 962 Making Certain Lands Zoned for Industrial/Manufacturing Uses Eligible for Ad Valorem Tax Relief:**

Director Russ Wright presented the staff report and said that adoption of this ordinance will provide a ten-year tax exemption for the construction of new industrial and manufacturing uses in the targeted areas in the City which are the Hartford area and the Business District zoning district located in the 20<sup>th</sup> Street SE Corridor. This is an incentive to encourage new business development that provides a minimum of 25 new, living wage jobs. Director Wright then responded to Councilmembers' questions.

Councilmember Tageant abstained from this matter due to a perceived conflict of interest.

Mayor Spencer 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 (6-0-1-0).

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

**MOTION:** Councilmember Low moved, Councilmember Welch seconded, to adopt Ordinance 962, making certain underdeveloped or underutilized lands zoned for industrial/manufacturing uses eligible for ad valorem tax relief and adopting a process regarding such relief by establishing Chapter 3.070 LSMC Tax Exemption for Industrial/Manufacturing Industries. On vote the motion carried (6-0-1-0).

**Executive Session:** None.

**Study Session:**

**First Quarter Financial Update:** Finance Director Barb Stevens provided a financial review and update of the first quarter and responded to Councilmembers' questions. Discussion ensued regarding sidewalks and staffing levels, including summer hires and police.

**Adjourn:**

Moved by Councilmember Tageant, seconded by Councilmember Welch, to adjourn the meeting at 8:49 p.m. On vote the motion carried (7-0-0-0).

\_\_\_\_\_  
John Spencer, Mayor

\_\_\_\_\_  
Kathy Pugh, Deputy City Clerk



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda** May 24, 2016  
**Date:** \_\_\_\_\_

**Subject:** Ordinance 959 Prohibiting Occupying Properties that Lack Adequate Water or Sewer Service

**Contact** Russ Wright, Community Development **Budget** N/A  
**Person/Department:** Director **Impact:** \_\_\_\_\_

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** **Approve Ordinance 959, an Ordinance of the City of Lake Stevens, Creating a New Chapter 8.06 of the Lake Stevens Municipal Code Prohibiting Occupying Properties that Lack Adequate Water or Sewer Service by Consent.**

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**SUMMARY/BACKGROUND:**

The community and Council have expressed concern regarding premises that are occupied and that do not have adequate water or sewer service. Occupation of properties without water and sewer service is a public health and safety concern. Adoption of Ordinance 959 addresses these concerns and makes it unlawful to occupy a premises without water and sewer service, and also provides for code enforcement of these premises.

The purpose of the proposed Chapter 8.06 LSMC is to protect public health, safety and welfare by assuring that people reside in conditions with adequate utilities and facilities to provide for proper sanitation, maintenance and hospitable living conditions. Since the economic downturn and the recession, there has been an increase in the number of vacant and abandoned properties within the city. A number of these abandoned properties however are still occupied but lacking adequate water and sewer service. The city has determined that the occupation of properties without adequate water and sewer represents a danger to the occupants and to public health. The proposed code section will assure that occupied properties have adequate water and sewer service, and will require responsible parties to secure their properties from occupancy until these services have resumed.

Chapter 8.06 LSMC will include provisions for enforcement actions and issuing Notices of Violations that are consistent with Title 17 LSMC. The chapter will also provide property owners a permit pathway for re-occupancy with provisions for abatement. The creation of Chapter 8.06 LSMC will provide consistency for enforcement actions between the Planning and Community Development Department and the Police Department.

**CONCLUSIONS:**

Staff recommends the City Council approve Ordinance 959 and therefore prohibit the occupation of properties lacking adequate water or sewer service.

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**APPLICABLE CITY POLICIES:** Titles 8 and 17 of the Lake Stevens Municipal Code.

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**BUDGET IMPACT:** There is not a budget impact.

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**ATTACHMENTS:** Ordinance 959

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

**ORDINANCE NO. 959**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, CREATING A NEW CHAPTER 8.06 OF THE LAKE STEVENS MUNICIPAL CODE (LSMC) PROHIBITING THE OCCUPATION OF PROPERTIES THAT LACK ADEQUATE WATER OR SEWER SERVICE.

WHEREAS, adequate water and sewer service are necessary to assure proper sanitation, maintenance, and hospitable living conditions; and

WHEREAS, persons residing in conditions without proper sanitation or hospitable living conditions presents a risk to those persons' health, safety, and welfare, thereby creating a risk of harm to the public health, safety, and welfare; and

WHEREAS, properties which are not adequately maintained due to inadequate water or sewer facilities present a risk of harm to the public health, safety, and welfare; and

WHEREAS, since the economic downturn and recession there have been an increase in the number of vacant, abandoned, and foreclosed properties within the City; and

WHEREAS, many of these vacant, abandoned, and foreclosed structures have had water or sewer services discontinued but are occupied despite the lack of adequate water or sewer service resulting in a danger to the occupants and to the public health; and

WHEREAS, the City desires to assure that occupied properties have adequate water and sewer service to protect the public health, safety, and welfare, to require responsible parties to secure properties from occupancy until adequate water and sewer service is resumed, and to establish violations;

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

**Section 1.** A new Chapter 8.06 LSMC, Utility Service for Occupancy, is hereby added, as set forth as follows:

**8.06.010 Purpose.**

**8.06.020 Definitions.**

**8.06.030 Water and Sewer Required.**

**8.06.040 Unlawful Occupancy.**

**8.06.050 Investigation and Enforcement Procedure.**

**8.06.060 Appeal.**

**8.06.070 Vacant Structure Must be Secured upon Violation.**

**8.06.080 Standards for Securing Structures.**

**8.06.090 Abatement.**

**8.06.100 Re-Occupancy.**

**8.06.010 Purpose.**

The purpose of this chapter is to protect the public health, safety, and welfare by assuring that people reside in conditions with adequate utilities and facilities to provide for proper sanitation, maintenance, and hospitable living conditions.

**8.06.020 Definitions.**

- (a) "Civil Infraction" means a class one civil infraction as defined by Chapter 7.80 RCW.
- (b) "Occupy" means (a) residing on the premises or (b) being present on the premises for any purposes other than actively maintaining or improving the Premises.
- (c) "Person" means any natural person, legal entity, association, organization, corporation, or partnership and any agents, representatives, fiduciaries, or assigns.
- (d) "Premises" means any land, real estate, tax parcel, or lot and any portion thereof whether improved or unimproved, including adjacent sidewalks and parking strips.
- (e) "Responsible Person" means any person having legal or equitable title or any interest in a premises, including but not limited to owners, borrowers, and lenders. When there is more than one responsible person, both or all are responsible for performing any act required by this chapter and each may be charged with a violation of this chapter. However, it is a complete defense to any violation that the violation was remedied by another responsible persons.
- (f) "Sewer Service" means either (a) a lawful, active, and functioning connection to the City's sanitary sewer system in conformance with Title 14 LSMC or (b) a lawful, functioning, and adequately maintained "on-site sewage disposal system" [as defined in RCW 70.118.020(6)].
- (g) "Water Service" means either (a) a lawful, active, and functioning connection to the City's water system in conformance with Title 14 LSMC, (b) a lawful, functioning, and adequately maintained private well, or (c) a lawful, active, and functioning connection to a lawful, functioning, and adequately maintained "public water system" [as defined in RCW 70.116.030(3)].

**8.06.030 Water and Sewer Required.**

Any premises within the City may only be occupied by a person if the premises has Sewer Service and Water Service.

**8.06.040 Unlawful Occupancy.**

- (a) Occupying any premises within the City which does not have Sewer Service and Water Service, as required by LSMC 8.06.030, or which is posted "Unfit for Occupancy – No Trespassing" is a nuisance and a violation of this section.
- (b) Removing or defacing a posted notice that a Premises is "Unfit for Occupancy – No Trespassing" is a violation of this section.
- (c) Failure to comply with this section shall be a violation under Chapter 8.20 of this Title.

**8.06.050 Investigation and Enforcement Procedure.**

- (a) Investigation. Where the Community Development Director or designee reasonably believes that a premises does not have Sewer Service or Water Service for fourteen consecutive calendar days, the Director or designee may issue and post a Notice of Violation pursuant to LSMC 17.20.070.

- (b) Violation Notice. An enforcement action is commenced by issuance of a Notice of Violation.
- (c) Service of Notice. The Director or designee shall serve the notice of civil violation upon the person responsible for the violation pursuant to LSMC 17.20.070(c).
- (d) The Notice of Violation shall contain:
  - (1) All of the elements described in LSMC 17.20.070;
  - (2) A statement that the premises must be vacated unless sewer service and water service are functioning within 14 days of posting the Notice of Violation;
  - (3) The date the Notice of Violation was posted on the Premises;
  - (4) A copy of this chapter must be attached to the Notice of Violation that is mailed to the owner and the street address, but need not be attached to the Notice of Violation that is posted on the premises; and
  - (5) The address where a response may be delivered to the City Clerk.
- (e) Response. The Response to the Notice of Violation shall address applicable elements described in LSMC 17.20.080.
- (f) Failure to Respond.
  - (1) If the person to whom the notice of violation is issued fails to respond as required in Section 17.20.080, the violation(s) shall be deemed committed without requiring further action by the City or the City's Hearing Examiner and the person to whom the notice of violation was issued shall owe the full penalty amount indicated in the notice of violation pursuant to LSMC 17.20.090.
  - (2) Unless contested to the Hearing Examiner pursuant to LSMC 17.20.100 and .110, the Notice of Violation becomes a final determination on the 15th business day after the posting of the Notice at which time the Director or designee shall post the Premises "Unfit for Occupancy - No Trespassing."
  - (3) Upon posting a property "Unfit for Occupancy - No Trespassing"
    - (i) The premises must be vacated and secured as provided in this chapter;
    - (ii) Any person occupying the premises will be liable as provided in this chapter; and
    - (iii) The responsible person failing to secure the premises will be liable as provided in this chapter.

#### **8.06.060 Appeal**

An appeal of the decision of the Hearing Examiner for any contested violation must be filed with Snohomish County Superior Court within 21 calendar days of service of the decision, which shall be the exclusive means to appeal a decision of the Hearing Examiner rendered under this chapter.

#### **8.06.070 Vacant Structure Must be Secured upon Violation.**

- (a) Upon a final determination that a premises has been occupied in violation of LSMC 8.06.040, every structure on the premises must be secured by the responsible person from unlawful occupancy as specified in LSMC 8.06.080 within five business days.

- (b) It is a nuisance and is a violation of this section for any responsible person to fail to secure every structure on the premises from unlawful occupancy as specified in LSMC 8.06.080 within five business days of a final determination that the premises has been occupied in violation of LSMC 8.06.040.
- (c) Violation of this section is a civil violation subject to the penalties of LSMC 17.20.160. For each act herein prohibited of a continuing nature, each day shall be considered a separate offense pursuant to LSMC 17.12.140.
- (d) Each day that a structure on the premises is not secured as specified in LSMC 8.06.080 is considered a repeat violation subject to LSMC 17.20.180.

#### **8.06.070 Standards for Securing Structures.**

All structures which must be secured under this chapter shall meet the following standards.

- (a) Exterior openings shall be properly secured with doors, shutters, grills, and window glazing. Where the normal structural amenities are damaged, destroyed or significantly deteriorated such that the structure becomes unsecure the amenities shall be replaced or the openings may be secured with structural paneling or medium density overlay. At a minimum, all exterior openings accessible from grade shall be properly secured to prevent unauthorized third party entry.
- (b) Personal property and miscellaneous debris which may constitute a fire hazard must be removed from the structure prior to securing the structure. If the structure has automatic fire sprinkler systems or fire alarm systems, the systems shall be maintained in an operable condition at all times.
- (d) Sewer lines shall be capped or closed with an appropriate plug.
- (e) All structures on the Premises shall be posted "Unfit for Occupancy - No Trespassing."
- (f) The responsible person shall periodically assure that the premises is inspected and take any timely actions necessary to assure compliance with these standards.

#### **8.06.090 Abatement.**

- (a) If a responsible person fails to secure every structure on the premises from unlawful occupancy as specified in LSMC 8.06.070 within five business days after a final determination, the Director or designee may take immediate action to cause the building to be secured in a manner consistent with this chapter.
- (b) Any necessary urgent abatement actions necessary to secure a structure shall follow the procedures defined in LSMC 17.20.190(b).
- (c) In the event that the City secures the building, collection of penalties and costs incurred shall be assessed against the responsible person subject to the procedures defined in LSMC 17.20.200.
- (c) In securing a structure, the Director or designee is not required to satisfy all the conditions of LSMC 8.06.070 and in the Director or designee's sole discretion may determine what measures are appropriate.
- (d) If the city secures a structure pursuant to this chapter, the responsible person shall remain responsible for the inspection, maintenance, and protection of the premises and any structures on the premises.

**8.06.100 Re-Occupancy.**

Following a final determination that the premises has been occupied in violation of this chapter, the premises may only be occupied after a responsible person provides the Director or designee with satisfactory evidence that the Premises complies with the requirements of LSMC 8.06.030 and receives written approval from the Director or designee that occupancy of the premises is allowed.

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

**Section 3.** Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this 24<sup>th</sup> day of May, 2016

John Spencer, Mayor

ATTEST/AUTHENTICATION:

Kathy Pugh, Deputy City Clerk  
APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First Reading: April 26, 2016  
Reading: May 24, 2016  
Published:  
Effective:



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** 18 May 2016

**Subject:** Sidewalk Repair Program

<b>Contact</b>	Scott Wicken	<b>Budget</b>	\$25,000.00
<b>Person/Department:</b>	<u>Public Works</u>	<b>Impact:</b>	<u></u>

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the Mayor to execute a small works contract with Precision Concrete Cutting to provide sidewalk repair and trip hazard removal work for the city in an amount not to exceed \$25,000.00.

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**SUMMARY/BACKGROUND:** In the 2016 budget Council approved \$25,000.00 for the repair and removal of trip hazards on city owned and maintained sidewalks. Staff will be utilizing this contract to have a concrete repair contractor perform specialized cutting on sidewalks which have trip hazards. This specialized cutting will create a smooth, walkable surface that remove the trip hazard and create an ADA compliant walking surface.

The city released a request for bid on 2 May 2016 looking for firms or contractors interested in completing the concrete cutting work. Bids were received on 13 May 2016 with the city receiving one bid from Precision Concrete Cutting (PCC). PCC has completed this type of work for several jurisdictions around Washington state and has recently completed work for the Lake Stevens School District.

Given the contracted amount and the bid received by PCC, staff estimates that we'll be able to address approximately 125 trip hazards. This far exceeds the estimated number of hazards, approximately 50, that could have been addressed if full sidewalk reconstruction was completed for each trip hazard.

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**BUDGET IMPACT: \$25,000.00**

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**ATTACHMENTS:**

- ▶ Exhibit A: Small Works Contract
- ▶ Exhibit B: Request for Bid/Scope of Work

**EXHIBIT A**

**SMALL WORKS CONTRACT**

**LIMITED PUBLIC WORKS CONTRACT**

**THIS LIMITED PUBLIC WORKS CONTRACT** (“Contract”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Precision Concrete Cutting (PCC)(“Contractor”) and the City of Lake Stevens, a municipal corporation (“City”).

**WHEREAS**, PCC will provide concrete cutting services to remove trip hazards from city sidewalks and trails; and

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

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

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

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

**1. Scope of Work—the Project.**

The Contractor shall perform, carry out and complete the Sidewalk Repair Program Project (“Project”) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than 31 December 2016.

**2. Contract Documents.**

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

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

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

**3. Commencement of Work.**

- a. Work shall not proceed under this Contract until the following conditions have been met by the Contractor:
- b. Contract has been signed and fully executed by the parties.
- c. The Contractor has provided the City with the certificates of insurance required under Section 22.
- d. The Contractor has obtained a City of Lake Stevens Business License.
- e. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

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

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

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

**5. Payment for Project.**

a. Total Contract Sum for Project. Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed \$25,000.00 in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

b. Payments shall be for Performance of Project Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

c. Right to Withhold Payments if Work is Unsatisfactory. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

d. Payments. Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

e. Payments for Alterations and/or Additions. Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

f. Final Payment. As a Limited Public Works project under \$35,000, the City shall not require a payment and performance bond nor withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the City shall not make the Final Payment to the Contractor under this Contract until the Public Works Director has issued a Final Acceptance of the Project and the following has occurred:

- i. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the City
- ii. An Affidavit by the Contractor and all is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect this Contract have been paid.
- iii. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.
- iv. The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

g. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the Public Works Director as being one hundred percent (100%) complete.

h. Payment in the Event of Termination. In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the

unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

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

**6. Term of Contract.**

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

**7. Termination of Contract.**

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

b. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

**8. Status of Contractor.**

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

as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

**9. Permits.**

The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

**10. Business License Required.**

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

**11. Work Ethic.**

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

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

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

**13. Job Safety.**

a. General Job Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

b. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

**14. Prevailing Wages.**

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

have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

**15. Taxes and Assessments.**

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

**16. Nondiscrimination Provision.**

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

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

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

**18. Compliance With Law.**

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

**19. Guarantee of Work.**

- a. The Contractor guarantees and warrants all of its work, materials, and equipment

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

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

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

d. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

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

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

**21. Indemnification and Hold Harmless.**

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

b. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.

c. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors,

shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

d. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of by Contractor.

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

f. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

## **22. Insurance.**

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

### a. Minimum Scope of Insurance.

The Contractor shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be

endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv.  Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

b. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

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

c. Other Insurance Provisions.

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

- i. The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the

City shall be in excess of the Contractor's insurance and shall not contribute with it.

d. Acceptability of Insurers.

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

e. Verification of Coverage.

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

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

f. Contractor's Insurance for Other Losses.

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

g. Subcontractors.

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

h. Waiver of Subrogation.

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

i. Notice of Cancellation of Insurance.

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

**23. Assignment and Subcontractors.**

a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

b. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

d. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

**24. Severability.**

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

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

**25. Integration and Supersession.**

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are

no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

**26. Non-Waiver.**

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

**27. Survival.**

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

**28. Contract Representatives and Notices.**

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

To City:

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

To Contractor:

Jim Buckley  
Precision Concrete Cutting  
510 A Street NE  
Auburn, WA 98002  
(253) 887-8722

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

**29. Third Parties.**

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

**30. Governing Law.**

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

**31. Venue.**

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

**32. Attorney Fees.**

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

**33. Authority.**

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

**34. Counterparts.**

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

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

CITY OF LAKE STEVENS

CONTRACTOR

By: \_\_\_\_\_  
John Spencer, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

Approved as to Form:

\_\_\_\_\_

Grant K. Weed, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

\_\_\_\_\_  
City Signature

\_\_\_\_\_  
Contractor Signature

**EXHIBIT B**

**REQUEST FOR BID/SCOPE OF WORK**



**REQUEST FOR BID  
SIDEWALK REPAIR PROGRAM  
CITY OF LAKE STEVENS  
RFQ# 16033**

**DATE ISSUED: 2 MAY 2016**

## I. REQUEST FOR BIDS

The City of Lake Stevens (“city”) is seeking a qualified firm to remove trip hazards on sidewalks, walkways and trails throughout the city.

## II. SCOPE OF WORK

The city requires approximately 103 locations be assessed and treated to remove trip hazards.

## III. SPECIFICATIONS

- Contractor should ensure a specified repair slope (1:12) is achieved, unless otherwise directed by the city. If defined slope is not achieved, contractor must repair to specification at no additional charge within 24 hours of discovery.
- Contractor should ensure that the removed trip hazard will have a uniform appearance and texture.
- Method of trip hazard removal shall entail precise saw cutting. Grinding or pulverization of the concrete is not acceptable or allowed.
- Contractor’s trip hazard repairs may not leave ridges or grooves that could hold water and prevent drainage of rainwater or irrigation.
- Contractor must remove hazards completely, from one end of the raised sidewalk joint to the other, where applicable, leaving an absolute vertical zero point of differential between slabs across the full face of the raised edge.
- Contractor must not cause damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to the sidewalk. If the contractor and/or contractor’s equipment does cause damage to any of the above, the city must be notified immediately and damages must be repaired at the contractor’s expense within 24 hours of the time the damage occurs.
- Contractor shall take precautions during saw cutting operations not to disfigure, scar or impair the health of any tree unless otherwise directed by the city.
- Contractor must completely and immediately clean up all debris after each hazard is repaired. Costs incurred for disposal of waste material shall be included in the unit cost and not paid separately.
- Contractor must repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s).
- Contractor must submit an itemized summary of all repaired hazards which includes:
  - The specific hazard height, both high side and low side measurement, in 1/8ths of an inch,
  - The calculated unit for measurement shall be the average depth of the trip hazard multiplied by the width resulting in an “inch-foot” total,
  - The total width of actual repair to the nearest ½ foot,
  - The physical location (address) of each repair,
  - An itemized cost for each repaired trip hazard, and

- A map illustrating where trip hazards are located.
- Contractor shall submit a detailed invoice, setting forth the services performed in accordance with the formula for saw cutting calculations, monthly.
- Inch-feet shall be calculated by multiplying the average depth of the cut by the width of the cut.
- All invoices must show the cut depth, size, length, width, address location and inch-feet calculations.
- Contractor should schedule the operations so as to cause a minimum of interruption, interference or disturbance to the operation of stores, businesses, office buildings, schools, churches, etc., and allow access by pedestrians and emergency, delivery and service vehicles at all times.
- Sidewalk repair equipment and all other items incidental to the work should not be left or stored on the sidewalk or on private property while not in use.
- Contractor shall obtain a city business license before any work for this RFB begins.

#### IV. ANTICIPATED PROJECT SCHEDULE

Advertisement:	2 May 2016
Last Day to Submit Questions:	11 May 2016
Submission deadline:	13 May 2016 at 14:00 PST
Notice of Candidate Selection:	18 May 2016 (Anticipated)
Council Approval:	24 May 2016
Notice to Proceed:	7 June 2016 (Estimated)

#### V. BID PROPOSAL

##### 1. Delivery

Bid proposals will be accepted via standard mail or email. Bid proposals must be delivered to the City of Lake Stevens with the name, address, phone number and email address of the applicant, RFB number (16033) and title (Sidewalk Repair Program) on the face of the envelope or in the body of the email. Bids received after the due date and time may be rejected at the discretion of the City. Submissions are to be delivered and addressed as follows:

Mail:  
City of Lake Stevens  
1812 Main Street (DHL, FedEx, UPS)  
P.O. Box 257 (USPS)  
Lake Stevens, WA 98258  
Attn: Scott Wicken

Email:  
Scott Wicken  
swicken@lakestevenswa.gov

Information related to this solicitation, including any addenda, will be posted to the city's website at <http://www.ci.lake-stevens.wa.us/>. For questions related to this RFB,

contact Adam Emerson at [aemerson@lakestevenswa.gov](mailto:aemerson@lakestevenswa.gov). Questions must be submitted to the city in writing via email. Questions submitted to the city will be answered and posted to the city's website one (1) business day after the question submittal deadline.

**2. Format**

Applicants must submit a copy of the Bid Proposal form found in section VI of this RFB along with specifications for any materials or processes included as a part of the bid.

**3. Selection Process**

Successful provider will be selected based on the lowest responsive bid. A responsive bid is defined as a complete bid proposal for materials that meet or exceed the specifications in this RFB and received by the submission deadline.

**4. Site Visits**

Work will take place in several locations around the city. For a site visit or tour of various locations where work will be done please contact Scott Wicken at [swicken@lakestevenswa.gov](mailto:swicken@lakestevenswa.gov) or (425) 212-3312.

## VII. OTHER PROVISIONS.

### 1. Reservations

The City of Lake Stevens reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. The city reserves the right to cancel or reissue this RFB at any time without obligation or liability. The city reserves the right to negotiate any and all elements of a proposal. This RFB does not obligate the city to pay any costs incurred by respondents in the preparation and submission of a bid proposal. Furthermore, the RFB does not obligate the city to accept or contract for any expressed or implied services.

### 2. Proprietary Material

Applicants shall not mark any Proposal Form as proprietary. Applicants need to be aware that the city is required by law under the Public Records Act RCW 42.56 (PRA) to make its records available for public inspection, with limited exceptions. If a public records request is made for the submittals the city may or may not choose to give the Applicant third party notice under RCW 42.56 for the Applicant to decide whether to file for a court action to prevent or limit the disclosure of the records. The Applicant, by submission of materials marked proprietary, acknowledges and agrees that the city will have no obligation to provide third party notice or to advocate for non-disclosure in any forum or any liability to the Applicant in the event that the city discloses the submitted materials.

### 3. Alternative Materials

Any proposed changes in specified materials must be approved by the city prior to delivery or pick-up of materials. This requires the submittal of a written request to the city for approval and shall include the specification sheet for the proposed item/s. Review and comments from the city typically take up to two (2) working days.

### 4. Additional Materials

The city may purchase materials, products, services, etc. from the lowest responsive bidder in addition to those specifically outlined within this RFB. The purchase of additional materials, products, services, etc. may only be completed on items specifically listed in the Bid Proposal document or deemed critical to the completion of the project. Prices and quantities will be determined at the time of ordering and must be agreed upon by both the city and the bidder. Any and all materials, products, services, etc. other than those defined in the scope of this RFB must follow conventional purchasing procedures.

### 5. Payment and Invoicing

Payment shall be made within 30 days of invoicing following acceptance by the city.



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda** May 24, 2016  
**Date:** \_\_\_\_\_

**Subject:** Resolution 2016-09

**Contact** Russ Wright, Community Development **Budget** N/A  
**Person/Department:** Director **Impact:** \_\_\_\_\_

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Approve Resolution 2016-09, a resolution of the City of Lake Stevens establishing its intent to institute a preferred consultant program for the purpose of evaluating and delineating critical areas as defined by Chapter 14.88 of the Lake Stevens Municipal Code.

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**SUMMARY/BACKGROUND:**

To establish a more efficient process for reviewing development permits with or adjacent to critical areas and based on recent feedback from applicants and the city's intent to protect critical areas, Planning and Community Development is recommending that Lake Stevens establish a preferred consultant program.

Staff has reviewed programs from several jurisdictions and found the programs implemented by the city of Marysville and King County to be the most comprehensive models. In evaluating Marysville's and King County's programs, staff has found Marysville's program to be a simpler approach, while King County's is more developed. Marysville's approach leaves the determination of which consultants qualify for inclusion up to a panel, which in turn is based on the RFQs. The panel evaluates and discusses the education and experience of each firm for consistency with code requirements. If a firm meets the qualifications requirements, they are placed on the list. In contrast, King County bases its decision on a set of established criteria. Creation of the criteria arguably gives the County more control over which consultants make the list. Ensuring a proven track record of successful projects also provides the County with an assurance of work quality by the consultant.

The amount of time spent on establishing and administering the program is also an important consideration. It appears there may be more staff time involved upfront with an approach like King County's, where the application forms/criteria need to be created. Marysville's is simpler and does not rely on reviewing criteria and application forms, but limits consideration to every two years. Allowing consultants to apply anytime is a more flexible and applicant-friendly approach.

Based on the research conducted and the analysis above, staff intends to establish a program more closely aligned to that of King County's model as it appears to allow the city more control over the process, provide more flexibility for applicants and establishes a program based on concrete criteria and processes. It is also recommended that the city of Lake Stevens use the same discipline-specific criteria established by King County. The criteria may be revised or changed after implementation of the program if needed. In addition, it is recommended that the consultant list be applied generally for all permit applications which entail critical areas (regardless of application type) and handed out as a resource at the permit counter.

**CONCLUSIONS:**

Staff recommends the City Council approve Resolution 2016-09 authorizing staff to develop an administrative procedure for establishing a preferred consultant list.

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**APPLICABLE CITY POLICIES:** Chapter 14.88 of the Lake Stevens Municipal Code.

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**BUDGET IMPACT:** There is not a budget impact.

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**ATTACHMENTS:**

**Staff Memorandum w/ exhibits  
Resolution 2016-09**



# Memorandum

**Date:** May 19, 2016  
**To:** Russell Wright, *Community Development Director*  
**From:** Melissa Place, *Associate Planner*  
**Subject:** **Preferred Consultant Program**

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Planning Division staff are considering the creation of a Preferred Consultant Program for applicants to use for permitting activities on lots with or adjacent to critical areas in the City of Lake Stevens. A Preferred Consultant Program gives applicants the option of choosing a consultant with a proven quality track record from a list maintained by the City, without requiring peer review. The applicant would still be able to use their own consultant if not on the preferred list, but would be subject to peer review by the City's consultant.

## Background

The City of Lake Stevens contains numerous critical areas within its jurisdictional limits. When development is proposed on property containing critical areas, the applicant must prepare a critical areas report pursuant to Lake Stevens Municipal Code (LSMC) 14.88 for staff review. During staff review, if information in the critical areas report appears to be inaccurate or needs additional technical details, a peer review of the report is required by the City's on-call environmental consultant. The City charges the applicant for the actual cost incurred for the peer review which can result in thousands of dollars plus a \$35 administrative fee.

## Benefits of the Program

A preferred consultant program can be less costly and more efficient for permitting of projects in critical areas. Recent feedback from developers in the City of Lake Stevens indicate that they would support and utilize such a program. The benefits can be generally summarized as follows:

- For applicants - easy access to a pool of proven consultants, less costly, more efficient permitting
- For staff - less review time and less staff time coordinating and managing projects with critical areas
- For consultants - increased visibility and marketing

## Research

Several jurisdictions in the Puget Sound Region already employ a preferred consultant program or similar under varying names. Research found that the following jurisdictions contain such a program: City of Marysville, King County, Snohomish County and Mason County. This memorandum focuses

on the process used by the first two jurisdictions rather than the latter as Snohomish County and Mason County simply maintain lists that consultants ask to be added to.

### **City of Marysville**

The City of Marysville maintains a Critical Areas Management Qualified Scientific Professionals List for wetlands, fish and wildlife habitat areas, and geologic hazard areas. They have had this list for nearly ten years and use a fairly simple process in the establishment and maintenance of the list.

In establishing the list, the City processed code amendments to include the definition of a qualified scientific professional and include a section outlining the process for adopting the list biannually. The City of Marysville advertises for a RFQ in January every two years for qualified scientific professionals and then a panel established by the Community Development Director administratively reviews the proposals. The panel makes a recommendation to the Director of the list of preferred consultants and ensures that the list is adopted within 60 days of January 1<sup>st</sup>. The adopted list is then available for applicants to use, however the City in its judgement may retain a consultant to peer review the work at the applicant's expense.

The City strives to maintain a list of 12 consultants at any one time to ensure varied choice for applicants. The criteria to be on the list for Marysville is 1) the qualified professional must have completed a four-year degree program and 2) they must meet the definition of a qualified scientific professional under Marysville's code. Please see **Exhibit 1** for more detailed information.

### **King County**

King County has developed a more involved process and calls their program the Preferred Consultant List. They have established and maintain lists for wetlands, streams, geotechnical areas and civil engineering.

The County requires applicants to apply to be on the list. The eligibility criteria is different for each discipline (see **Exhibit 2**), but each require a demonstration of three recent building projects of proven quality within King County. Only individuals are eligible to be listed as preferred consultants; companies, corporations, partnerships, or other business associations cannot be on the list.

The criteria (generally) are as follows:

1. All reports upon submittal must be substantially correct.
2. A mitigation plan that addresses and provides all required information with sufficient detail within two submittals.
3. The consultant may be eligible for inclusion on the list after meeting the criteria listed above for three consecutive projects.
4. A consultant's name shall be removed from the list if they fail to meet any of the above criteria.

### Analysis and Recommendation

Given recent feedback from applicants and to establish more efficient processing of land use permits, it is recommended that the City of Lake Stevens establish a preferred consultant program.

In evaluation of both the City of Marysville and King County's lists, Marysville's is a simpler approach to the program while King County's is more developed. Marysville's approach leaves the determination of which consultants make the list up to a panel, which base the decision on the RFQs. The panel evaluates and discusses the education and experience of each firm for consistency with code requirements. If a firm meets the qualifications requirements in the code, they are placed on the list. In contrast, King County bases its decision on a set of established criteria. Creation of the criteria arguably gives the County more control over which consultants make the list. Ensuring a proven track record of successful projects also provides the County with an assurance of work quality by the consultant.

The amount of time spent on establishing and administering the program is also an important consideration. It appears there may be more staff time involved upfront with an approach like King County's where the application forms/criteria need to be created. Marysville's is simpler and does not rely on reviewing criteria and application forms. The downside to updating the list only once every two years is that applicants cannot get on the list during that time period. Allowing consultants to apply anytime is a more flexible and applicant-friendly approach.

Therefore, based on the research conducted and the analysis above, it is recommended that the City establish a program more closely aligned to that of King County's model as it appears to allow the City more control over the process, provide more flexibility for applicants, and establishes a program based on concrete criteria and process. It is also recommended that the City of Lake Stevens use the same discipline specific criteria established by King County. The criteria may be revised or changed after implementation of the program if needed. In addition, it is recommended that the consultant list be applied generally for all permit applications which entail critical areas (regardless of application type) and handed out as a resource at the permit counter.

### Exhibits

1. City of Marysville's Critical Areas Management Qualified Scientific Professionals List and email dated April 27, 2016
2. King County Preferred Consultant Program

**From:** [Angela Gemmer](#)  
**To:** [Melissa Place](#)  
**Subject:** Critical areas management qualified scientific professionals  
**Date:** Wednesday, April 27, 2016 10:26:33 AM  
**Attachments:** [Critical Areas Management Qualified Scientific Professionals List 2015 - rev. 4-5-16.pdf](#)

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Hi Melissa,

Attached is our current critical areas professionals list. Below are the code sections which define what a qualified scientific professional is and how the process is administered. Please feel free to contact me with any questions.

**22A.020.180 “Q” definitions.** 

“Qualified scientific professional” means a person with experience and training in the pertinent scientific discipline, and who is a qualified scientific expert with expertise appropriate for the relevant critical area subject in accordance with WAC [365-195-905](#)(4). A qualified professional must have obtained a B.S. or B.A. or equivalent degree in biology, engineering, environmental studies, fisheries, geomorphology, or related field, and two years of related work experience.

- (1) A qualified professional for habitats or wetlands must have a degree in biology and professional experience related to the subject species.
- (2) A qualified professional for a geological hazard must be a professional engineer or geologist, licensed by the state of Washington. (Ord. 2852 § 10 (Exh. A), 2011).

**22E.010.340 Selection of qualified scientific professional and city review of report.** 

For the purposes of this chapter, qualified scientific professionals not licensed by the state of Washington for the activities they are to perform in evaluation of critical areas shall be reviewed by and their names appear on an approved list prepared by the city of Marysville.

- (1) Biannually, the city shall advertise requests for qualifications for qualified scientific professionals for each area established by this chapter: wetlands, fish habitat areas/streams, wildlife habitat areas, and geologic hazard areas. The community development director shall establish a panel to review the firm and individual’s qualifications and references. Each qualified scientific professional shall have completed at least a four-year degree program and meet the minimum requirements contained within Chapter [22A.020](#) MMC, Definitions. The panel shall recommend to the community development director the list of consultants, as selected by the panel, that are qualified to evaluate each type of critical area identified in this chapter. There shall be a minimum of 12 qualified scientific professionals for each of the three categories. The list shall be adopted within 60 days of the adoption of the ordinance codified in this chapter and 60 days of January 1st biannually thereafter.
- (2) The adopted lists of qualified scientific professionals shall be available at the community development department.
- (3) Reports meeting the criteria as required by this chapter, submitted by a qualified scientific professional included on the adopted list, should be accepted by the city of Marysville. However, the city retains the right to have a separate review of the reports, and at its discretion may retain a qualified scientific professional at the city’s expense to review and confirm the applicant’s reports, studies, and plans. Applicants may choose to use other consultants which they feel meet the definition of qualified scientific professionals given; however, the city retains the right to have a

separate review of their reports, and at its discretion may retain a qualified scientific professional at the applicant's expense to review and confirm the applicant's reports, studies, and plans. (Ord. 2852 § 10 (Exh. A), 2011).

Sincerely,

Angela Gemmer, Associate Planner  
Community Development Department  
City of Marysville  
80 Columbia Avenue  
Marysville, WA 98270

ph. 360.363.8240  
fax 360.651.5099



## CRITICAL AREAS MANAGEMENT QUALIFIED SCIENTIFIC PROFESSIONALS LIST

Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270  
(360) 363-8100 ♦ (360) 651-5099 FAX ♦ Office Hours: Monday - Friday 7:30 AM - 4:00 PM

### WETLANDS

#### **Acre Environmental Consulting, LLC**

17715 28<sup>th</sup> Avenue NE  
Lake Forest Park, WA 98155  
(206) 450-7746  
[www.acreenvironmental.com](http://www.acreenvironmental.com)

#### **Hamer Environmental**

PO Box 2561  
Mount Vernon, WA 98273  
(360) 899-5156  
[HamerEnvironmental.com](http://HamerEnvironmental.com)

#### **Louis Berger**

520 Pike Street, Suite 1005  
Seattle, WA 98101  
(206) 453-1043  
[louisberger.com](http://louisberger.com)

#### **Raedeke Associates, Inc.**

9510 Stone Avenue North  
Seattle, WA 98103  
(206) 525-8122  
[www.raedeke.com](http://www.raedeke.com)

#### **Sewall Wetland Consulting, Inc.**

PO Box 880  
Fall City, WA 98024  
(253) 859-0515  
[esewall@sewallwc.com](mailto:esewall@sewallwc.com)

#### **Shockey Planning Group, Inc.**

2716 Colby Avenue  
Everett, WA 98201  
(425) 258-9308  
[www.shockeyplanning.com](http://www.shockeyplanning.com)

#### **Talasea Consultants, Inc.**

15020 Bear Creek Road NE  
Woodinville, WA 98077  
(425) 861-7550

#### **Wetland Resources, Inc.**

9505 19<sup>th</sup> Avenue SE, Suite 106  
Everett, WA 98208  
(425) 337-3174  
[www.wetlandresources.com](http://www.wetlandresources.com)

#### **ESA - Environmental Science Associates**

5309 Shilshole Avenue NW, Suite 200  
Seattle, WA 98107  
(206) 789-9658  
[www.esassoc.com](http://www.esassoc.com)

#### **Hart Crowser**

190 W. Dayton Street, Suite 201  
Edmonds, WA 98020  
(425) 778-9417  
[www.hartcrowser.com](http://www.hartcrowser.com)

#### **Otak**

11241 Willows Road NE, Suite 200  
Redmond, WA 98052  
(425) 822-4446  
[www.otak.com](http://www.otak.com)

#### **RH2 Engineering, Inc.**

22722 29<sup>th</sup> Drive SE, Suite 210  
Bothell, WA 98021  
(425) 951-5400  
[www.rh2.com](http://www.rh2.com)

#### **Shannon & Wilson, Inc.**

PO Box 300303  
Seattle, WA 98103  
(206) 632-8020  
[www.shannonwilson.com](http://www.shannonwilson.com)

#### **Sound Ecological Endeavors, LLC**

19325 32<sup>nd</sup> Avenue NW  
Stanwood, WA 98292  
(206) 595-7481

#### **Watershed Company**

750 Sixth Street South  
Kirkland, WA 98033  
(425) 822-5242  
[www.watershedco.com](http://www.watershedco.com)

#### **Wetland Solutions, Inc.**

18820 3<sup>rd</sup> Avenue NE  
Arlington, WA 98223  
(360) 652-8010  
[kyle@wetlandsolutions.net](mailto:kyle@wetlandsolutions.net)

## FISH & WILDLIFE HABITAT AREAS

### **Blue Leaf Environmental**

2301 W. Dolarway Road, Suite 3  
Ellensburg, WA 98926  
(509) 210-7422  
[www.blueleafenviro.com](http://www.blueleafenviro.com)

### **Hart Crowser**

190 W. Dayton Street, Suite 201  
Edmonds, WA 98020  
(425) 778-9417  
[www.hartcrowser.com](http://www.hartcrowser.com)

### **Louis Berger**

520 Pike Street, Suite 1005  
Seattle, WA 98101  
(206) 453-1043  
[louisberger.com](http://louisberger.com)

### **Raedeke Associates, Inc.**

9510 Stone Avenue North  
Seattle, WA 98103  
(206) 525-8122  
[www.raedeke.com](http://www.raedeke.com)

### **Talasaesa Consultants, Inc.**

15020 Bear Creek Road Northeast  
Woodinville, WA 98077  
(425) 861-7550

### **ESA - Environmental Science Associates**

5309 Shilshole Avenue NW, Suite 200  
Seattle, WA 98107  
(206) 789-9658  
[www.esassoc.com](http://www.esassoc.com)

### **Hamer Environmental**

PO Box 2561  
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(360) 899-5156  
[HamerEnvironmental.com](http://HamerEnvironmental.com)

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11241 Willows Road NE, Suite 200  
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[www.otak.com](http://www.otak.com)

### **Shannon & Wilson, Inc.**

PO Box 300303  
Seattle, WA 98103  
(206) 632-8020  
[www.shannonwilson.com](http://www.shannonwilson.com)

### **Watershed Company**

750 6<sup>th</sup> Street South  
Kirkland, WA 98033  
(425) 822-5242  
[www.watershedco.com](http://www.watershedco.com)

## GEOLOGICAL HAZARD AREAS

**Associated Earth Sciences, Inc.**

2911 ½ Hewitt Avenue, Suite 2  
Everett, WA 98201  
(425) 259-0522  
[www.aesgeo.com](http://www.aesgeo.com)

**Hart Crowser**

190 W. Dayton Street, Suite 201  
Edmonds, WA 98020  
(425) 778-9417  
[www.hartcrowser.com](http://www.hartcrowser.com)

**Otak**

11241 Willows Road NE, Suite 200  
Redmond, WA 98052  
(425) 822-4446  
[www.otak.com](http://www.otak.com)

**Robinson Noble**

17625 130<sup>th</sup> Avenue NE, Suite 102  
Woodinville, WA 98072  
(425) 488-0599  
[www.robinson-noble.com](http://www.robinson-noble.com)

**Zipper Geo Associates, LLC**

19023 36<sup>th</sup> Avenue West, Suite D  
Lynnwood, WA  
(425) 582-9928  
[zippergeo.com](http://zippergeo.com)

**GeoTest Services, Inc.**

20611 67th Avenue NE, Unit A  
Arlington, WA 98223  
(360) 733-7318  
[www.geotest-inc.com](http://www.geotest-inc.com)

**Nelson Geotechnical Associates, Inc.**

17311 135<sup>th</sup> Avenue NE, Suite A-500  
Woodinville, WA 98072  
(425) 486-1669  
[www.nelsongeotech.com](http://www.nelsongeotech.com)

**RH2 Engineering, Inc.**

22722 29<sup>th</sup> Drive SE, Suite 210  
Bothell, WA 98021  
(425) 951-5400  
[www.rh2.com](http://www.rh2.com)

**Shannon & Wilson, Inc.**

PO Box 300303  
Seattle, WA 98103  
(206) 632-8020  
[www.shannonwilson.com](http://www.shannonwilson.com)



**King County**  
 Department of Permitting  
 and Environmental Review  
 35030 SE Douglas Street, Suite 210  
 Snoqualmie, WA 98065-9266  
 206-296-6600 TTY Relay: 711  
 www.kingcounty.gov

## Preferred Consultant List Application Form

For alternate formats, call 206-296-6600.

**PLEASE PRINT OR TYPE**

**Name**

LAST

FIRST

M.I.

**Firm Name**

**Mailing Address**

STREET

CITY

ST

ZIP CODE

**Phone**

- -

**E-mail**

WORK PHONE NUMBER

**Preferred status you want to be considered for**

- Critical areas:     Geotechnical Consultant       Wetland Biologist       Stream Biologist  
 Civil engineering:  Civil Engineer – Residential       Civil Engineer – Short plats

**Instructions:**

- ◆ Carefully read the criteria relating to the preferred status for which you are applying.
- ◆ Provide all information requested by **typing or printing** in ink.
- ◆ Be sure to date and sign the application.

High School	Location (City)	Location (State)	Graduate/G.E.D. <input type="checkbox"/> Yes <input type="checkbox"/> No
College or University	Location (City & State)	Dates (From/To) /   to   /	Graduate/G.E.D. <input type="checkbox"/> Yes <input type="checkbox"/> No
Degree Title	Date	Major	Credit Hours
Other Training	Location (City & State)	Dates (From/To) /   to   /	
Other Training	Location (City & State)	Dates (From/To) /   to   /	
Other valid professional licenses/certificates	Type of License	Issuing State	Registration No.   Expiration Date
<b>For Geotechnical Consultant/Civil Engineer Only:</b>			
State License Number:		Expiration Date:	

**Project Examples**

In this section, provide the requested information on *at least* the three most recent submittals you have made to King County.

Permit Number	Applicant Name / Property Address	Describe the extent of your involvement in this project (attach additional pages if needed).

**I certify that all statements on my application materials are true to the best of my knowledge.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Check out the Permitting Web site at [www.kingcounty.gov/permits](http://www.kingcounty.gov/permits)**

# Wetland

## The Department of Permitting preferred wetland consultant criteria

The criteria for determining wetland biologists that are eligible to be listed as a "preferred consultant" for the Permitting Department is outlined below.

Because only individuals are eligible to be listed as preferred consultants, these criteria are not applied to companies, corporations, partnerships, or other business associations.

### Criteria (consultant must meet the following):

1. All wetland delineation and classification, reports and site plans submitted to King County shall be substantially correct on initial submittal. *Substantially correct* will be interpreted to mean that errors, if any, will be minor and do not affect the site plan or delay the review.
2. If required, a mitigation plan addresses and provides all relevant information with sufficient detail within two (2) submittals (initial submittal plus one resubmittal to address staff comments). Mitigation plans will be consistent with the guidelines provided in "Critical Areas: Restoration & Enhancement in King County," available in [PDF\\*](#) (275KB) or [fill-in Word\\*](#) (456KB) format. The following information will be provided in a mitigation plan submittal:
  1. Report that contains background information, summary of existing conditions, impact analysis, impact analysis (quantified by habitat type), proposed mitigation, mitigation goals, and measurable performance standards.
  2. Site plan showing the proposed planting, grading, or other relevant components of the mitigation proposal;
  3. Completed bond quantity worksheet.
3. Consultant may be eligible for inclusion on the preferred consultant list only after having met the criteria listed above for three consecutive projects.
4. A consultant's name shall be removed from the preferred list if they fail to meet any of the above criteria. Reinstatement requirements shall be the same as initial eligibility requirements, except that the three qualifying reports must have been submitted after the consultant was removed from the preferred list.

### Establishment of List

A consultant may apply to be on the [Preferred Wetland Consultants List\\*](#) by submitting a completed Preferred Consultant list application form, available as a [PDF\\*](#) (87KB) or [fill-in Word\\*](#) (90KB) document.

For more information, please see the Permitting Department's preferred consultant program.

# Stream

The criteria for determining stream biologists that are eligible to be listed as a "preferred consultant" for the Permitting Department is outlined below.

Because only individuals are eligible to be listed as preferred consultants, these criteria are not applied to companies, corporations, partnerships, or other business associations.

## **Criteria (consultant must meet the following):**

1. All facets of stream reports (e.g., surveys, data sheets, classifications, identification of OHWM locations, and accurate stream/OHWM/buffer portrayals on site plans) submitted to King County, shall be substantially correct on initial submittal. *Substantially correct* will be interpreted to mean that errors, if any, will be minor and do not affect the site plan or delay the review.
2. If required, a mitigation plan addresses and provides all relevant information with sufficient detail within two (2) submittals (initial submittal plus one resubmittal to address staff comments). Mitigation plans will be consistent with the guidelines provided in "Critical Areas: Restoration & Enhancement in King County," available in [PDF\\*](#) (275KB) or [fill-in Word\\*](#) (456KB) format. The following information will be provided in a mitigation plan submittal:
  1. Report that contains background information, summary of existing conditions, impact analysis, impact analysis (quantified by habitat type), proposed mitigation, mitigation goals, and measurable performance standards.
  2. Site plan showing the proposed planting, grading, or other relevant components of the mitigation proposal;
  3. Completed bond quantity worksheet.
3. Consultant may be eligible for inclusion on the preferred consultant list only after having met the criteria listed above for three consecutive projects.
4. A consultant's name shall be removed from the preferred list if they fail to meet any of the above criteria. Reinstatement requirements shall be the same as initial eligibility requirements, except that the three qualifying reports must have been submitted after the consultant was removed from the preferred list.

## **Establishment of List**

A consultant may apply to be on the Preferred Consultant list by submitting a completed Preferred Consultant list application form, available as a [PDF\\*](#) (87KB) or [fill-in Word\\*](#) (90KB) document.

For more information, please see the Permitting Department's preferred consultant program.

# Geotechnical

Criteria for determining geologists and geotechnical engineers that are eligible to be listed as a "preferred consultant" for the Permitting Department is outlined below.

Because only individuals are eligible to be listed as preferred consultants, these criteria are not applied to companies, corporations, partnerships, or other business associations.

## **Criteria (consultant must meet the following):**

1. Consultant must meet the definition of a geologist or geotechnical engineer as stated in 21A.06\* of the [King County Code](#) (KCC).
2. Consultant must be licensed in the State of Washington.
3. All reports, studies, and recommendations submitted by the consultant must be determined to be complete, correct, and in accordance with all restrictions and regulations cited in the King County Zoning Code and all other applicable regulations and public rules. Consultant must properly characterize the geology and the geologic hazard(s) and recommend appropriate mitigation (if necessary) that conforms to all restrictions and regulations. Consultant must use best-available geological and engineering practices in a manner consistent with the level of care and skill ordinarily exercised by other members of the profession practicing under similar conditions.
4. All requests for further information or geotechnical review by King County must be addressed completely and correctly (as described above) in the first submittal following the request.
5. Consultant may be eligible for inclusion on the preferred consultant list only after having met the criteria listed above for three consecutive building projects.
6. A consultant's name shall be removed from the preferred list if they fail to meet any of the above criteria. Reinstatement requirements shall be the same as initial eligibility requirements, except that the three qualifying reports must have been submitted after the consultant was removed from the preferred list.

## **Establishment of List**

A consultant may apply to be on the [Preferred Geotechnical Consultants list](#)\* by submitting a completed Preferred Consultant list application form available as a [PDF](#)\* (87KB) or [fill-in Word](#)\* (90KB) document.

For more information, please see the Permitting Department's preferred consultant program.



## King County

### Department of Permitting and Environmental Review

35030 SE Douglas Street, Suite 210  
Snoqualmie, Washington 98065-9266  
206-296-6600 TTY Relay: 711

## Preferred Wetland Consultants List

For alternate formats, call 206-296-6600.

### Preferred Wetland Consultants

#### John Altman

Altman Oliver Associates, LLC  
P.O. Box 578  
Carnation, WA 98014  
Phone: 425-333-4535  
[john@altoliver.com](mailto:john@altoliver.com)

#### Scott Brainard

Wetland Resources, Inc.  
9505 – 19<sup>th</sup> Ave SE, Suite 106  
Everett, WA 98208  
Phone: 425-337-3174  
[scott@wetlandresources.com](mailto:scott@wetlandresources.com)

#### Jenny Creveling

The Watershed Company  
750 - 6<sup>th</sup> Street South  
Kirkland, WA 98033  
Phone: 425-822-5242  
[jcreveling@watershedco.com](mailto:jcreveling@watershedco.com)

#### Thomas Dee

Turnstone Environmental  
Consultants  
10902 NW Skyline Boulevard  
Portland, OR 97231-2630  
Phone: 503-283-5338 x 102  
[tomd@turnstoneenvironmental.com](mailto:tomd@turnstoneenvironmental.com)

#### Thomas Deming

Habitat Technologies  
P.O. Box 1088  
Puyallup, WA 98371  
Phone: 253-845-5119  
[habitattech@qwestoffice.net](mailto:habitattech@qwestoffice.net)

#### Louis Emenhiser

Acre Environmental Consulting, LLC  
17715 – 28<sup>th</sup> Ave NE  
Lake Forest Park, WA 98155  
Phone: 206-450-7746  
[louis@acreenvironmental.com](mailto:louis@acreenvironmental.com)

#### Mark Heckert

H & S Consulting  
P.O. Box 731695  
Puyallup, WA 98373  
Phone: 253-732-6515  
[mheckert@q.com](mailto:mheckert@q.com)

#### Chris Holcomb

Red Wing Environmental  
2614 Walnut Loop NW  
Olympia, WA 98502  
Phone: 360-305-1453  
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**Gary Schulz**

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Bear4all@yahoo.com

**Scott Spooner**

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**King County**  
**Department of Permitting**  
**and Environmental Review**  
35030 SE Douglas Street, suite 210  
Snoqualmie, WA 98065-9266  
**206-296-6600** TTY Relay: 711  
[www.kingcounty.gov](http://www.kingcounty.gov)

## Preferred Geotechnical Consultants List

For alternate formats, call 206-296-6600.

### Preferred Geotechnical Consultants

#### **Brian Beaman**

Icicle Creek Engineers  
29335 NE 20<sup>th</sup> Street  
Carnation, WA 98014  
Phone: 425-333-0093

#### **Bruce L. Blyton**

Associated Earth Sciences Inc.  
911 – 5th Avenue, Suite 100  
Kirkland, WA 98033  
Phone: 425-827-7701

#### **Harbans L. Chabra**

PacRim Geotechnical Inc.  
10700 Meridian Ave. N., Suite 210  
Seattle, WA 98133  
Phone: 206-365-8770

#### **Jim Doolittle**

Geospectrum Consultants, Inc.  
[Jim\\_geospectrum@fastmail.fm](mailto:Jim_geospectrum@fastmail.fm)  
425-391-4228

#### **Marc McGinnis**

Geotech Consultants  
13256 NE 20th St., Suite 16  
Bellevue, WA 98005  
Phone: 425-747-5618

#### **Otto Rosenau & Associates, Inc.**

Geotechnical Engineering, Special  
Inspection, and Materials Testing  
6747 Martin Luther King Jr. Way So.  
Seattle, WA 98118  
Phone: 206-725-4600  
Fax: 206-723-2221  
[www.ottorosenau.com](http://www.ottorosenau.com)

#### **D. Robert Ward**

Geotech Consultants  
13256 NE 20th St., Suite 16  
Bellevue, WA 98005  
Phone: 425-747-5618

**Check out the Permitting Web site at [www.kingcounty.gov/permits](http://www.kingcounty.gov/permits)**

**RESOLUTION NO. 2016-09**

**A RESOLUTION OF THE CITY OF LAKE STEVENS ESTABLISHING ITS INTENT TO INSTITUTE A PREFERRED CONSULTANT PROGRAM FOR THE PURPOSE OF EVALUATING AND DELINEATING CRITICAL AREAS AS DEFINED BY CHAPTER 14.88 OF THE LAKE STEVENS MUNICIPAL CODE (LSMC) DURING DEVELOPMENT REVIEW**

WHEREAS, the State of Washington requires cities to develop policies and development regulations to protect the functions and values of critical areas using the best available science per the Growth Management Act (GMA) Chapter 36.70A RCW; and

WHEREAS, the City of Lake Stevens has adopted a GMA compliant critical areas ordinance, codified as Chapter 14.88 LSMC; and

WHEREAS, LSMC 14.88.270 requires site/resource-specific reports, prepared by a qualified professional, be prepared for land use or development permit applications proposed on properties containing or adjacent to critical areas; and

WHEREAS, the City of Lake Stevens desires to further define “qualified professional” as it relates to Chapter 14.88 LSMC.

WHEREAS, the City of Lake Stevens desires to streamline the critical areas review process by instituting a preferred consultant program to review critical areas.

NOW THEREFORE, BE IT RESOLVED:

1. That the City of Lake Stevens proposes to create an administrative procedure for reviewing land use or development permit applications proposed on properties containing or adjacent to critical areas that includes the following alternatives:
  - A. Any development project that proposes to use a qualified professional to evaluate critical areas per Chapter 14.88 LSMC included on the preferred consultant list will not be subject to peer review;
  - B. Any development project that proposes to use the city’s on-call qualified professional to evaluate critical areas per Chapter 14.88 LSMC will not be subject to peer review; and
  - C. Any development project that **does not** use a preferred consultant or the city’s on-call consultant will be subject to peer review and any associated costs.
2. Henceforth, qualified professional shall mean a person with experience and training in the pertinent scientific discipline, and who is a qualified scientific expert with expertise appropriate for the relevant critical area subject in accordance with WAC 365-195-905(4). A qualified professional must have obtained a B.S. or B.A. or equivalent degree in biology, engineering, environmental studies, fisheries, geomorphology, or related field, and two years of related work experience.
  - A. A qualified professional for streams, wetlands or other natural habitats must have a degree in biology and professional experience related to the subject critical area.
  - B. A qualified professional for geologically hazardous areas must be a professional geotechnical engineer or geologist, licensed by the state of Washington.
3. Planning and Community Development will develop an administrative policy, as allowed by LSMC 14.04.120, to implement a preferred consultant program that includes a selection, evaluation and an annual re-evaluation process.

PASSED by the City Council and APPROVED by the Mayor this 24<sup>th</sup> day of May, 2016.

\_\_\_\_\_  
John Spencer, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Kathy Pugh, Deputy City Clerk

\_\_\_\_\_  
Grant K. Weed, City Attorney



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda**

**Date:** 24 May 2016

**Subject:** Public Works Wireless Safety Headset Communication System

<b>Contact</b>	Mick Monken	<b>Budget Impact:</b>	\$7,528.26
<b>Person/Department:</b>	<u>Public Works</u>		

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the purchase of a wireless safety headset communication system from Owen Equipment for an amount not to exceed \$7,528.26.

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**SUMMARY/BACKGROUND:** The wireless safety headset communication system allows for real time communication throughout the site work without the need to shut off equipment. This makes communication easier and more effective and greatly improves safety for all site workers and potentially others.

When working around noisy machinery, the Public Works crew wears noise blocking early protection. While this cuts down the noise level it significantly reduces the ability to communicate effectively. Hand signals are typically used when equipment is running and the equipment is shut down frequently when verbal communication is necessary. In addition site flaggers, sometimes several hundred feet away from the site, need to communicate with the crew such as requiring access for an emergency vehicle or bus.

What brings this to the forefront at this time is the reduced cost under a State bid and that this will allow more time to be spent operating equipment on a job site rather than having to frequently shut down equipment each time verbal communication is needed. Recent improvements have made this affordable and geared for the construction industry.

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**BUDGET IMPACT:** \$7,528.26 which will be included in a future budget adjustment.

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**ATTACHMENTS:**

- ▶ Exhibit A: Product information and cost sheets.

## EXHIBIT A

# Sonetics®

CLEAR COMMUNICATION  
IN HIGH NOISE ENVIRONMENTS

PORTABLE  
COMMUNICATION  
SYSTEMS FOR

# Wireless Work Teams



Sonetics hands-free, wireless headsets keep crews in continuous, two-way communication, just like a mobile conference call.

- Optimize teamwork with hands-free communication
- Minimize accidents and incidents with real-time verbal warnings
- Receive continuous verbal supervision and training
- Enjoy clear communication plus hearing protection
- Communicate effectively in high-noise, harsh weather and without visual contact
- Freedom to move around the job site and remain in contact

### Sonetics portable wireless communication systems:

- Establish a secure, local wireless communication network
- Self-contained, licensed, and interference-free
- Easy-to-use; just turn on and go
- Proven rugged and trusted on the toughest job sites
- Backed by an outstanding factory warranty, and award-winning service and support



# Sonetics®

7340 Southwest Durham Road | Portland, Oregon 97224-7307 USA  
800.833.4558 | 503.684.7080 | soneticscorp.com

Owen

OREGON • WASHINGTON • CALIFORNIA  
ILLINOIS • NEW YORK  
(800) 992-3656



# Sonetics®

CLEAR COMMUNICATION  
IN HIGH NOISE ENVIRONMENTS

3-USER | 5-USER | 10-USER

## Complete Portable Wireless Communication Systems



5-User

Sonetics' next-generation portable wireless communication systems offer complete solutions for effective communication in demanding conditions.

- **Hands-free**, wireless operation – no cables to snag or tangle
- **3, 5 or 10** APX377 or APX379 **wireless headsets** in standard configurations
- Battery-powered, portable **DECT7 ComHub™** with up to **5 channels**
- Waterproof **Pelican™ charging case** with 12V or 120/240V charging options



3-User



10-User

### SYSTEM FEATURES

	DECT7 wireless team communication		Stereo Listen-Through microphones for situational awareness
	Wireless Bluetooth option		Portable two-way radio connection
	Auto-leveling, noise-cancelling mic		Personal Sound Dosimeter automatically measures and regulates noise exposure to OSHA safety levels
	Rugged, waterproof, IP-67 rated		Broadcast Mode connects up to 200 users in listen-only mode
	Long-life, user-replaceable batteries		Flexible charging options



### RADIO PTT CONNECTIONS

Connect any portable radio directly to an Apex 3-Series headset for one-to-one communication, or to the ComHub and include the team.

*Sonetics PR Adapter required; sold separately.*





Environmental Sales • Service • Parts • Rentals

<p>Monte Ervin                  Lake Stevens, City of                  2306 – 131<sup>st</sup> Avenue NE                  Lake Stevens, WA 98258  <a href="mailto:mervin@lakestevenswa.gov">mervin@lakestevenswa.gov</a>                  (425) 212-3313</p>		<p><b>Quote #</b>  <b>04-25-16A</b></p>
<p>Paul Schmidt                  Owen Equipment Company                  8721 South 218<sup>th</sup> Street                  Kent, WA 98031  <a href="mailto:pschmidt@owenequipment.com">pschmidt@owenequipment.com</a>                  (206) 304-2953 ✓</p>		

Thank you for the opportunity to quote on the following items. Please call on me if I can be of any further assistance. **Training and Support included.**

Qty.	Description	Unit Price	Total
1	<p><b>PN: SCH305A. COMHUB 5 PERSON SONETICS.</b> Wireless DECT7 Portable ComHub. DECT7 wireless technology: Crystal-clear, interference-free and secure communication compared to Bluetooth or 2-way radio. Up to 5 Channels for team use. Completely wireless and antenna-free: No external antennas to break, snag, or replace. 1600ft. line-of-sight range: Over five times the distance and 30 times the area of Bluetooth. Long-life battery: Operates 24 hours on a 4-hour charge; keeps the system ready for use when you need it. Radio Interface: Supports 2-way radio interface to over 400 mobile and portable radios (PR-Adapter sold separately).</p>	\$ 2,195.00	\$ 2,195.00
3	<p><b>PN: APX377 BH. APEX WIRELESS HEADSETS.</b> DECT7 Wireless Team (1600ft); Wired Two-Way-Radio; Stereo Listen Through; Waterproof, Floats (IP-67); Cold Weather (-30C); Hearing Protection (20dB NRR); Personal Noise Dosimeter; Over/Behind Head, or Hard Hat; All Day, 24 Hrs Battery; USB Programmable; High Tech Features; Easy to Use by Anyone.</p>	\$ 845.00	\$ 2,535.00
1	<p><b>PN: APX379 BH. APEX WIRELESS HEADSETS.</b> Adds <i>Bluetooth</i><sup>™</sup> wireless technology to the features included on the APX377 (detailed above). Pair your mobile phone to make phone calls or listen to music or connect with your enterprise Bluetooth enabled device. With wireless DECT7, wireless <i>Bluetooth</i>, wired portable two-way- radio connectivity and an integrated personal sound dosimeter, this headset provides unparalleled features and safety. Waterproof, verified and validated to perform in extreme environments, the APX379 protects your hearing while you get the job done.</p>	\$ 1,045.00	\$ 1,045.00



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1	<b>PN: SON-CC5 and PN: 114-0116-00. 5 PERSON CHARGING CASE SONETICS with LOCKING PLUG FOR 5 PERSON CHARGING KIT, 12V, 5.0A.</b>	\$ 1,090.00	\$ 1,090.00
		Shipping:	\$ 48.00
<b>Terms: Net 10 days</b>		Subtotal:	\$ 6,913.00
		Tax:	\$ 615.26
* Pricing valid for 30 days from above quote # date.		<b>Total:</b>	<b><u>\$ 7,528.26*</u></b>

Customer Approval: \_\_\_\_\_

Customer PO#: \_\_\_\_\_

Lake Stevens, City of  
 Page 2 of 2



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda**                      May 24, 2016  
**Date:** \_\_\_\_\_

**Subject:** Approve Professional Services Agreement with Summit Law Group PLLC for Consultant Services  
\_\_\_\_\_

<b>Contact</b>	Mary Swenson, Interim City	<b>Budget</b>	Not to Exceed
<b>Person/Department:</b>	Administrator	<b>Impact:</b>	\$30,000

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Approve the Professional Services Agreement Between City of Lake Stevens and Summit Law Group PLLC for Consultant Services for labor negotiation and personnel related services not to exceed \$30,000.

**SUMMARY/BACKGROUND:** Summit Law Group provides legal services to the City regarding labor negotiations and other personnel related matters. Summit Law Group has previously assisted with these matters and the previous contract expired June 1, 2015. Staff is requesting that Council approve this new contract.

**APPLICABLE CITY POLICIES:** City Council is the authorizing body to approve agreements over \$5,000.

**BUDGET IMPACT:** Not to exceed \$30,000.

**ATTACHMENTS:**

1. Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF LAKE STEVENS, WASHINGTON  
AND SUMMIT LAW GROUP PLLC  
FOR CONSULTANT SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation (“City”), and Summit Law Group, PLLC, a Washington Professional Limited Liability Corporation (“Consultant”).

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

**ARTICLE I. PURPOSE**

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

**ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is to assist the City with labor negotiations and personnel related matters. All services and materials necessary to provide this assistance shall be provided by the Consultant unless noted otherwise in this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

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

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

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

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City.

Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

**III.3 TERM.** The term of this Agreement shall commence on June \_\_\_\_, 2016 and shall terminate at midnight, December 31, 2016. The parties may extend the term of this Agreement by written mutual agreement.

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

**III.5 EMPLOYMENT.**

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

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

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

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

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

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

all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

### III.6 INDEMNITY.

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

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

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

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

### III.7 INSURANCE.

a. **Insurance Term.**  
The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability

coverage.

- (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

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

Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

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

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

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

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

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

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

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

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

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

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

**III.11 INDEPENDENT CONTRACTOR.**

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

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

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

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

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

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

**III.14 SUBCONTRACTORS/SUBCONSULTANTS.**

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

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit N/A:

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

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

#### **ARTICLE IV. OBLIGATIONS OF THE CITY**

##### **IV.1 PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in Attachment A, 2016 Fee Schedule, and as provided in this section. In the event the City and Consultant agree to extend the term of this agreement as described in Article III.3, the Consultant, with notice to the City, may increase the hourly rates identified in Attachment A in an amount not to exceed 3% per contract term. In no event shall the compensation paid to Consultant under this Agreement exceed \$30,000 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Article II, the City shall pay Consultant a mutually agreed amount.

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

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

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

##### **IV.3 MAINTENANCE/INSPECTION OF RECORDS.**

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

##### **b. Public Records.**

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

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

#### ARTICLE V. GENERAL

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

**To the City:**

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

**To the Consultant:**

Summit Law Group  
Attn: Bruce Schroeder  
315 Fifth Avenue South, Suite 1000  
Seattle, WA 98104

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

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

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

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

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

V.5 **SEVERABILITY.**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

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

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

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

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF LAKE STEVENS

SUMMIT LAW GROUP PLLC

By: \_\_\_\_\_  
John Spencer, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_  
*Printed Name and Title*

Approved as to Form:

By: \_\_\_\_\_  
Grant K. Weed, City Attorney

**Attachment A**

<b>SUMMIT LAW GROUP – LABOR/EMPLOYMENT ATTORNEYS 2016 Fee Schedule</b>	
<b>NAME</b>	<b>PUBLIC RATE</b>
Peter Altman	\$245
Kristin D. Anger	\$285
Michael C. Bolasina	\$285
Sarah Hale	\$235
Beth Kennar	\$285
Otto G. Klein	\$310
Sofia D. Mabee	\$285
Quinn Oppenheim	\$265
Shannon E. Phillips	\$285
Bruce L. Schroeder	\$310
Linda Swanson	\$140
Dan Swedlow	\$280
Rodney B. Younker	\$305



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