



City of Lake Stevens Vision Statement

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



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

Monday May 11, 2015 – 7:00 p.m.

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

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

ROLL CALL:

GUEST BUSINESS:

NEW EMPLOYEE INTRODUCTION Dan

CONSENT AGENDA:

*A	Approve 2015 Vouchers	Barb
*B	Approve April 11, 2015 Council Special Meeting Minutes	Barb
*C	Approve April 27, 2015 Council Regular Meeting Minutes	Barb
*D	Authorize Work Service Agreement with Department of Corrections for Work Project Services	Mick
*E	Music on the Lake and Movie in the Park Agreements	Barb
*F	Facility Use Agreement with Lake Stevens Rowing Club	Jan

ACTION ITEMS:

*A	Approve Professional Services Agreement with Robinson Noble for Callow Road Embankment Geotechnical Study	Mick
*B	Aquafest VIP Tent, Alcohol in the Park	Becky

DISCUSSION ITEMS:

*A	Ordinance 933 re Budget Amendment No. 2 to 2015 Budget	Barb
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Lake Stevens City Council Regular Meeting Agenda

May 11, 2015

*B Trestle Way Right of Way Vacation Application
Introduction

Becky

**COUNCIL PERSON'S
BUSINESS**

MAYOR'S BUSINESS

STAFF REPORTS

EXECUTIVE SESSION

ADJOURN

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

Special Needs

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

NOTICE:

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

**BLANKET VOUCHER APPROVAL
2015**

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

Payroll Direct Deposits	5/1/2015	\$132,784.47
Payroll Checks	38476-38478	\$6,132.10
Tax Deposit(s)	5/1/2015	\$53,274.51
Electronic Funds Transfers	ACH	\$102,089.92
Claims	38479-38543	\$280,722.05
Void Checks	38376	(\$18.00)
Total Vouchers Approved:		\$574,985.05

This 11th day of May 2015:

Mayor

Councilmember

Finance Director

Councilmember

Councilmember

Councilmember



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Checks to be Approved for 4/28/2015 to 5/11/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Ace Hardware	38480	Check Total						\$292.85
		5/11/2015	45962	001-008-521-20-31-01	LE-Operating Costs	Dish soap	\$9.75	
			46140	001-008-521-20-31-01	LE-Operating Costs	Batteries	\$16.28	
			46194	001-010-576-80-31-00	PK-Operating Costs	Faceshield	\$8.14	
				101-016-544-90-31-02	ST-Operating Cost	Faceshield	\$8.14	
			46218	001-010-576-80-31-03	PK-Lundeen-Op Costs	Grass seed for Lundeen park	\$66.22	
			46246	001-010-576-80-31-03	PK-Lundeen-Op Costs	Cleaner for Lundeen restrooms	\$10.31	
				101-016-542-64-31-00	ST-Traffic Control - Supply	No Parking signs	\$26.02	
			46251	101-016-544-90-31-02	ST-Operating Cost	Leakseal/bubble level	\$13.57	
				410-016-531-10-31-02	SW-Operating Costs	Leakseal/bubble level	\$13.56	
			46282	001-008-521-20-31-01	LE-Operating Costs	Drill/Wire	\$21.69	
			46288	001-007-558-50-31-01	PL-Operating Costs	Spackl/texture spray/wood patch	\$26.57	
46302	001-007-558-50-31-01	PL-Operating Costs	Paint/painting supplies	\$72.60				
ACES	38481	Check Total						\$589.00
		5/11/2015	10709GR	001-005-517-60-31-00	HR-Safety Program	Safety mtg: Employee safety responsibility	\$135.09	
				101-016-517-60-31-00	ST-Safety Program	Safety mtg: Employee safety responsibility	\$226.96	
				410-016-517-60-31-00	SW-Safety Program	Safety mtg: Employee safety responsibility	\$226.95	
Advantage Building Services	38482	Check Total						\$651.70
		5/11/2015	1543	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	
				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	
				621-000-386-00-00-00	Retainage -Public Bldg Maint	Retainage-Advantage svcs	(\$34.30)	
AFLAC	0	Check Total						\$1,495.80
		5/11/2015	05/01/2015	001-000-284-00-00-00	Payroll Liability Other	Employee paid Insurance Prem	\$1,495.80	
Alpine Fire and Safety Sys Inc	38483	Check Total						\$493.53
		5/11/2015	21977	001-008-521-20-31-01	LE-Operating Costs	First Aid supplies	\$124.92	
			22009	101-016-544-90-31-02	ST-Operating Cost	First Aid supplies	\$184.31	



Checks to be Approved for 4/28/2015 to 5/11/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Alpine Fire and Safety Sys Inc	38483	5/11/2015	22009	410-016-531-10-31-02	SW-Operating Costs	First Aid supplies	\$184.30
Jennifer Anderson	38484						Check Total \$416.16
		5/11/2015	May 2015	001-000-284-00-00-00	Payroll Liability Other	Section 125 Dep Care Reimb	\$416.16
ASCAP	38485						Check Total \$335.00
		5/11/2015	2015	001-013-518-20-31-00	GG-Operating	Annual License fee	\$335.00
Assoc of Washington Cities	38486						Check Total \$750.00
		5/11/2015	35822	001-001-513-10-49-01	Executive - Prof. Development	2015 Annual AWC Conference	\$375.00
				001-005-518-10-49-01	HR - Staff Development	2015 Annual AWC Conference	\$375.00
Assoc of Washington Cities EFT	0						Check Total \$89,625.93
		5/11/2015	05/01/15	001-000-283-00-00-00	Payroll Liability Medical	Medical Insurance Premium	\$89,626.11
				001-013-518-30-20-00	GG-Benefits	Medical Insurance Premium	(\$0.18)
Awards of Praise	38487						Check Total \$173.63
		5/11/2015	8405	001-008-521-20-31-01	LE-Operating Costs	Plaques/Badges	\$173.63
Janet Berg	38488						Check Total \$39.08
		5/11/2015	4/22 req	001-002-513-11-43-00	AD-Travel & Meetings	Fuel/meals for trip to Olympia	\$39.08
Blumenthal Uniforms	38489						Check Total \$1,175.29
		5/11/2015	115668	001-008-521-20-26-00	LE-Clothing	Armoured vest - Parnell	\$828.62
			119061	001-008-521-20-26-00	LE-Clothing	Collar brass	\$107.79
			119832-80	001-008-521-20-26-00	LE-Clothing	Boot exchange for Heinemann	\$27.11
			127522	001-008-521-20-26-00	LE-Clothing	Badge emblems	\$211.77
Carquest Auto Parts Store	38490						Check Total \$127.05
		5/11/2015	2421-219987	101-016-544-90-31-02	ST-Operating Cost	Lift support	\$24.41
				410-016-531-10-31-02	SW-Operating Costs	Lift support	\$24.40
			2421-220552	001-010-576-80-31-00	PK-Operating Costs	Pintle/hitch mount for towing	\$33.39
				101-016-544-90-31-02	ST-Operating Cost	Pintle/hitch mount for towing	\$33.40
			2421-220835	101-016-544-90-31-02	ST-Operating Cost	Stud kit	\$3.78
				410-016-531-10-31-02	SW-Operating Costs	Stud kit	\$3.78
			2421-220981	101-016-544-90-31-02	ST-Operating Cost	Throttle Ball Joint	\$1.94
				410-016-531-10-31-02	SW-Operating Costs	Throttle Ball Joint	\$1.95



Checks to be Approved for 4/28/2015 to 5/11/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Cashmere Valley Bank	38491						Check Total	\$47,456.09
		5/11/2015	Acct 133357	212-016-591-48-71-00	2010A Bond Principal - PW shop	2010A Series Bond payment	\$31,733.73	
				212-016-592-48-83-00	2010A Bond Interest - PW Shop	2010A Series Bond payment	\$5,348.36	
			Acct 133358	212-000-592-18-83-00	2010B Bond Interest - Civic	2010B Series Bond payment	\$10,374.00	
City of Everett	38492						Check Total	\$1,040.00
		5/11/2015	I15000741	410-016-531-10-41-01	SW-Professional Services	Fecal Coliform testing	\$240.00	
			I15000820	001-008-521-40-49-01	LE-Staff Development	2015 Police Skills Refresher training	\$800.00	
City of Mountlake Terrace	38493						Check Total	\$1,726.00
		5/11/2015	2828	001-007-558-50-41-00	PL-Professional Servic	July 2015-June 2016 Annual Assissment for AHA	\$1,726.00	
Comcast	38494						Check Total	\$207.42
		5/11/2015	4/15 0692756	001-008-521-20-42-00	LE-Communication	Internet Service - Market Place	\$113.46	
			4/15 0810218	001-008-521-20-42-00	LE-Communication	Internet Service - N Lakeshore Dr	\$93.96	
Comdata Corporation	38495						Check Total	\$215.00
		5/11/2015	20231509	001-008-521-20-32-00	LE-Fuel	Fuel	\$215.00	
Corporate Office Supply	38496						Check Total	\$609.26
		5/11/2015	161278i	001-008-521-20-31-00	LE-Office Supplies	Photo paper/Copy Paper/boxes/cork board	\$547.92	
			161339	001-008-521-20-31-00	LE-Office Supplies	Packing tape returned	(\$42.94)	
			161428i	001-013-518-20-31-00	GG-Operating	Post-it flags	\$12.02	
			161495i	101-016-544-90-31-02	ST-Operating Cost	Wipes	\$46.13	
				410-016-531-10-31-02	SW-Operating Costs	Wipes	\$46.13	
Dataquest LLC	38497						Check Total	\$141.50
		5/11/2015	20150430	001-005-518-10-41-00	HR-Professional Services	New Hire Background checks	\$141.50	
Dell Marketing LP	38498						Check Total	\$12,142.42
		5/11/2015	XJNRKC419	510-006-594-18-64-00	Capital - Purch Computer Equip	(8) Optiplex 9030 computers	\$9,488.06	
			XJNT3X3J3	510-006-594-18-64-00	Capital - Purch Computer Equip	(2) Optiplex 9030 computers	\$2,654.36	
Dept of Licensing	0						Check Total	\$1,499.00
		5/11/2015	1128-1204.12500	633-008-586-00-00-00	Gun Permit - State Remittance	Weapons permits and dealer license	\$1,499.00	
Dept of Retirement (Deferred Comp)	0						Check Total	\$2,290.00
		5/11/2015	05/01/2015	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,290.00	
Dept of Transportation	38499						Check Total	\$107.91
		5/11/2015	ATB50414176	101-016-542-30-41-02	ST-Professional Service	General Project mgmnt RE-313-ATB50414176	\$107.91	



Checks to be Approved for 4/28/2015 to 5/11/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Electronic Federal Tax Pmt System EFTPS	0	5/11/2015	05/01/2015	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes 5/1/2015	\$53,274.51
							\$53,274.51
Electronic Business Machines	38500						Check Total \$219.02
		5/11/2015	113186	001-007-558-50-48-00	PL-Repairs & Maint.	Copy machine maint	\$109.51
				101-016-542-30-48-00	ST-Repair & Maintenance	Copy machine maint	\$54.76
				410-016-531-10-48-00	SW-Repairs & Maintenance	Copy machine maint	\$54.75
Employment Security Department	38501						Check Total \$3,410.00
		5/11/2015	Q1/2015	501-000-517-60-49-00	Payment to Claimants	Unemployment claims Q1/2015 ESD# 945134-10-0	\$3,410.00
Everett Stamp Works	38502						Check Total \$49.79
		5/11/2015	15367	001-007-558-50-31-01	PL-Operating Costs	Nameplates	\$49.79
Feldman and Lee	38503						Check Total \$9,000.00
		5/11/2015	April 2015	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services	\$9,000.00
Donna Foster	38504						Check Total \$293.22
		5/11/2015	34824	001-013-518-20-31-00	GG-Operating	Shipping labels	\$293.22
Grainger	38505						Check Total \$276.91
		5/11/2015	9719179385	410-016-531-10-31-02	SW-Operating Costs	Ball and Pintle	\$123.90
			9723877172	001-010-576-80-31-00	PK-Operating Costs	Dome trash can lid	\$116.69
			9723877180	001-010-576-80-31-00	PK-Operating Costs	2 Cycle oil	\$12.10
				101-016-544-90-31-02	ST-Operating Cost	2 Cycle oil	\$12.11
				410-016-531-10-31-02	SW-Operating Costs	2 Cycle oil	\$12.11
Granite Construction Supply	38506						Check Total \$36.92
		5/11/2015	57698	001-010-576-80-31-03	PK-Lundeen-Op Costs	Address signs for Lundeen park buildings	\$36.92
HB Jaeger Co LLC	38507						Check Total \$125.23
		5/11/2015	159106	410-016-531-10-31-02	SW-Operating Costs	Storm drain cover	\$125.23
Keating Bucklin and McCormack Inc	38508						Check Total \$1,583.40
		5/11/2015	6031	001-008-521-20-41-02	LE-Professional Srv-Legal	Employment litigation	\$1,583.40
Lake Stevens Fire	38509						Check Total \$2,565.00
		5/11/2015	8530	633-013-586-00-00-07	Fire Dept Fee Remittance	Q1 2015 Fire Fees	\$2,565.00
Lake Stevens Mini Mart	38510						Check Total \$97.73
		5/11/2015	4/12/15	001-008-521-21-32-00	LE-Boating-Fuel	Fuel	\$97.73



Checks to be Approved for 4/28/2015 to 5/11/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Lake Stevens Police Guild	38511	5/11/2015	5/1/15	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,073.50
							\$1,073.50
Lake Stevens School District	38512	5/11/2015	1000	001-008-521-20-32-00	LE-Fuel	Fuel - February/March 2015	\$8,657.84
			1028	001-006-518-80-32-00	IT-Fuel	Fuel - February/March 2015	\$28.70
				001-007-559-30-32-00	PB-Fuel	Fuel - February/March 2015	\$279.80
				001-010-576-80-32-00	PK-Fuel Costs	Fuel - February/March 2015	\$58.25
				101-016-542-30-32-00	ST-Fuel	Fuel - February/March 2015	\$967.39
				410-016-531-10-32-00	SW-Fuel	Fuel - February/March 2015	\$1,069.87
			428155	001-001-511-60-45-01	Legislative - Rentals	Facility rental-City council mtg 3/9/15	\$37.50
							\$37.50
Lake Stevens Sewer District	38513	5/11/2015	5/2015	001-008-521-50-47-00	LE-Utilities	Sewer - Police Station	\$80.00
					LE-Utilities	Sewer - N Lakeshore Dr	\$80.00
				001-010-576-80-47-00	PK-Utilities	Sewer - Lundeen Park	\$160.00
				001-012-572-20-47-00	CS-Library-Utilities	Sewer - Library	\$80.00
				001-013-518-20-47-00	GG-Utilities	Sewer - City Hall	\$160.00
					GG-Utilities	Sewer - Permit Center	\$80.00
					GG-Utilities	Sewer - Family Center	\$80.00
				101-016-543-50-47-00	ST-Utilities	Sewer - 99th Ave SE Property	\$80.00
Lowes Companies	38514	5/11/2015	907823	001-013-518-20-31-00	GG-Operating	Lighting supplies for Lundeen House	\$67.63
			909263	001-013-518-20-31-00	GG-Operating	Lighting for Lundeen House	\$338.30
			911103	001-013-518-20-31-00	GG-Operating	Laminate kit for floor install at Lundeen House	\$37.30
			911751	001-013-518-20-31-00	GG-Operating	Quarter round trim/finish nails for Lundeen House	\$77.36
			920313	001-008-521-20-31-01	LE-Operating Costs	Shims for LT window	\$9.28
			920342	001-013-518-20-31-00	GG-Operating	Treated lumber for Lundeen House	\$170.53
			920347	001-013-518-20-31-00	GG-Operating	Treated lumber for Lundeen House	\$21.32
			920629	001-008-521-20-31-01	LE-Operating Costs	Window replacement supplies at Police Station	\$72.60
			965995	001-008-521-20-31-01	LE-Operating Costs	Aluminum Blind for Front door Police Station	\$32.65
			965996	001-013-518-20-31-00	GG-Operating	Deck stain for Lundeen House	\$274.32
			978477	001-008-521-20-31-01	LE-Operating Costs	LT Window	\$191.66
			978952	001-013-518-20-31-00	GG-Operating	Lundeen House upgrades	\$1,163.70



Checks to be Approved for 4/28/2015 to 5/11/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Mick Monken	38515						Check Total	\$6.00
		5/11/2015	5/6/15 req	101-016-543-30-43-00	ST-Travel & Meetings	Parking for coordination mtg w/Perteet	\$6.00	
Nationwide Retirement Solution	0						Check Total	\$1,250.00
		5/11/2015	05/01/2015	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$1,250.00	
NW Permits	38516						Check Total	\$10.00
		5/11/2015	BLD2015-0139	001-000-322-10-00-00	Building Permits	Refund of overpayment on permit BLD2015-0139	\$10.00	
Office of The State Treasurer	38517						Check Total	\$9,955.92
		5/11/2015	April 2015	633-007-586-00-00-02	Building - State Bl	April 2015 State Court Fees	\$72.00	
				633-008-586-00-00-03	Public Safety And Ed. 1986	April 2015 State Court Fees	\$4,776.37	
				633-008-586-00-00-04	Public Safety And Education	April 2015 State Court Fees	\$2,975.93	
				633-008-586-00-00-05	Judicial Information System-Ci	April 2015 State Court Fees	\$925.69	
				633-008-586-00-00-08	Trauma Care	April 2015 State Court Fees	\$360.53	
				633-008-586-00-00-09	School Zone Safety	April 2015 State Court Fees	\$139.85	
				633-008-586-00-00-10	Public Safety Ed #3	April 2015 State Court Fees	\$95.55	
				633-008-586-00-00-11	Auto Theft Prevention	April 2015 State Court Fees	\$503.83	
				633-008-586-00-00-12	HWY Safety Act	April 2015 State Court Fees	\$12.16	
				633-008-586-00-00-13	Death Inv Acct	April 2015 State Court Fees	\$14.09	
				633-008-586-00-00-14	WSP Highway Acct	April 2015 State Court Fees	\$79.92	
Outcomes by Levy LLC	38518						Check Total	\$5,076.82
		5/11/2015	2015-04-LS	001-013-511-20-41-02	GG-Advisory Srv - Lobbying	Legislative Lobbying svcs April 2015	\$5,076.82	
Partsmaster	38519						Check Total	\$81.72
		5/11/2015	20884111	410-016-531-10-31-02	SW-Operating Costs	Pliers-pistol grip	\$23.36	
			20887054	101-016-544-90-31-02	ST-Operating Cost	Mega stick	\$29.18	
				410-016-531-10-31-02	SW-Operating Costs	Mega stick	\$29.18	
Perteet Engineering Inc	38520						Check Total	\$6,388.51
		5/11/2015	20120179.000-1	101-016-542-30-41-02	ST-Professional Service	Services on 20th St SE Phase II	\$6,388.51	
Pigskin Uniforms	38521						Check Total	\$1,014.48
		5/11/2015	2015-34	001-008-521-20-26-00	LE-Clothing	Uniform jumpsuits - Lyons/Parnell	\$1,014.48	
Republic Services 197	38522						Check Total	\$744.79
		5/11/2015	0197001823922	001-010-576-80-31-00	PK-Operating Costs	Dumpster svcs - Lundeen Park	\$246.84	
				001-010-576-80-45-00	PK-Equipment Rental	Dumpster rental - Lundeen Park	\$13.49	



Checks to be Approved for 4/28/2015 to 5/11/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Republic Services 197	38522	5/11/2015	0197001824097	101-016-542-30-45-00	ST-Rentals-Leases	Dumpster Rental - City Shop	\$7.82
				101-016-544-90-31-02	ST-Operating Cost	Dumpster services - City Shop	\$172.76
				410-016-531-10-31-02	SW-Operating Costs	Dumpster services - City Shop	\$172.75
				410-016-531-10-45-00	SW-Equipment Rental	Dumpster Rental - City Shop	\$7.82
			0197001824767	001-013-518-20-31-00	GG-Operating	Dumpster services - City Hall	\$108.31
				001-013-518-20-45-00	GG-Equipment Rental	Dumpster rental - City Hall	\$15.00
Snohomish County Cities	38523	Check Total \$35.00					
		5/11/2015	4/16 mtg	001-001-511-60-43-00	Legislative - Travel & Mtgs	SCC mtg 4/16 - Spencer	\$35.00
Snohomish County PUD	38524	Check Total \$12,334.34					
		5/11/2015	107615964	101-016-542-63-47-00	ST-Lighting - Utilities	201595113	\$315.42
			114245950	101-016-542-63-47-00	ST-Lighting - Utilities	204719074	\$18.02
			124197632	101-016-542-63-47-00	ST-Lighting - Utilities	202624367	\$9,421.11
			127505070	101-016-542-63-47-00	ST-Lighting - Utilities	201973682	\$43.12
			134104725	101-016-542-63-47-00	ST-Lighting - Utilities	202648101	\$1,011.47
			134104726	101-016-542-63-47-00	ST-Lighting - Utilities	202670725	\$1,128.33
			153782899	101-016-542-63-47-00	ST-Lighting - Utilities	202988481	\$396.87
Snohomish County PW S	38525	Check Total \$1,002.26					
		5/11/2015	I000382374	101-016-542-64-48-00	ST-Traffic Control - R&M	Traffic signal repair March 2015	\$1,002.26
Snohomish County PW V	38526	Check Total \$10,097.46					
		5/11/2015	I000382076	001-008-521-20-48-00	LE-Repair & Maintenance	Vehicle repair	\$7,034.59
				101-016-542-30-48-00	ST-Repair & Maintenance	Vehicle repair	\$1,366.13
				101-016-542-64-31-00	ST-Traffic Control - Supply	Sign repair	\$330.60
				410-016-531-10-48-00	SW-Repairs & Maintenance	Vehicle repair	\$1,366.14
Snohomish County Tourism Bureau	38527	Check Total \$800.00					
		5/11/2015	LKS2015	001-013-518-90-49-03	GG-Visitor Center	2015 Sno Co Visitor Info Center Program	\$800.00
Snohomish County Treasurer	38528	Check Total \$181.91					
		5/11/2015	April 2015	633-008-586-00-00-01	Crime Victims Compensation	April 2015 Crime Victims Compensation	\$181.91
Snopac	38529	Check Total \$26,965.37					
		5/11/2015	7442	001-008-528-00-51-00	LE-Snopac Dispatch	Dispatch services	\$26,965.37
Sound Publishing Inc	38530	Check Total \$87.84					
		5/11/2015	EDH627874	001-007-558-50-41-03	PL-Advertising	LUA2015-0022 new residential dock permit	\$87.84



Checks to be Approved for 4/28/2015 to 5/11/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Springbrook Nursery	38531						\$60.00
		5/11/2015	230202	101-016-544-90-31-02	ST-Operating Cost	Dump fees	\$30.00
				410-016-531-10-31-02	SW-Operating Costs	Dump fees	\$30.00
Standard Insurance Company	0						\$5,271.73
		5/11/2015	05/01/2015	001-000-284-00-00-00	Payroll Liability Other	Life/Disability Ins Premiums	\$99.00
				001-002-513-11-20-00	AD-Benefits	Life/Disability Ins Premiums	\$72.65
				001-003-514-20-20-00	CC-Benefits	Life/Disability Ins Premiums	\$111.54
				001-004-514-23-20-00	FI-Benefits	Life/Disability Ins Premiums	\$128.02
				001-005-518-10-20-00	HR-Benefits	Life/Disability Ins Premiums	\$78.54
				001-006-518-80-20-00	IT-Benefits	Life/Disability Ins Premiums	\$150.90
				001-007-558-50-20-00	PL-Benefits	Life/Disability Ins Premiums	\$254.69
				001-007-559-30-20-00	PB-Benefits	Life/Disability Ins Premiums	\$255.71
				001-008-521-20-20-00	LE-Benefits	Life/Disability Ins Premiums	\$2,720.36
				001-010-576-80-20-00	PK-Benefits	Life/Disability Ins Premiums	\$15.28
				001-013-518-30-20-00	GG-Benefits	Life/Disability Ins Premiums	\$22.62
				101-016-542-30-20-00	ST-Benefits	Life/Disability Ins Premiums	\$683.46
				401-070-535-10-20-00	SE-Benefits	Life/Disability Ins Premiums	\$42.14
				410-016-531-10-20-00	SW-Benefits	Life/Disability Ins Premiums	\$636.82
Staples	38532						\$9.76
		5/11/2015	3264339611	001-008-521-20-31-00	LE-Office Supplies	Certificate holder	\$9.76
Tab Products Co LLC	38533						\$177.87
		5/11/2015	2285291	001-008-521-20-31-00	LE-Office Supplies	Inkjet cartridges	\$177.87
Tacoma Screw Products Inc	38534						\$61.20
		5/11/2015	30662521	101-016-544-90-31-02	ST-Operating Cost	Screws/washers	\$30.60
				410-016-531-10-31-02	SW-Operating Costs	Screws/washers	\$30.60
Teamsters Local No 763	38535						\$592.00
		5/11/2015	05/01/2015	001-000-284-00-00-00	Payroll Liability Other	Union Dues	\$592.00
United Way of Snohomish Co	38536						\$161.68
		5/11/2015	5/1/2015	001-000-284-00-00-00	Payroll Liability Other	Employee Contributions	\$161.68
UPS	38537						\$22.18
		5/11/2015	74Y42165	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$8.42



Checks to be Approved for 4/28/2015 to 5/11/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
UPS	38537	5/11/2015	74Y42175	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$13.76
US Bank St Paul	38538						Check Total
							\$79,302.51
		5/11/2015	205475	210-000-592-18-83-00	2008 Bond Interest Payment	LAKSGOREF08A 2008 Bond payment	\$45,124.60
				210-070-592-35-83-00	2008 Bond Interest Payment	LAKSGOREF08A 2008 Bond payment	\$17,912.28
			205499	206-008-592-21-83-00	LTGO 2004 Interest Pymt - PD	LAKSTELTGO04 LTGO 2004 Bond payment	\$16,265.63
Verizon Northwest	38539						Check Total
							\$2,299.02
		5/11/2015	9744501023	001-001-513-10-42-00	Executive - Communication	Wireless phone services	\$101.55
				001-002-513-11-42-00	AD-Communications	Wireless phone services	\$82.36
				001-005-518-10-42-00	HR-Communications	Wireless phone services	\$52.34
				001-006-518-80-42-00	IT-Communications	Wireless phone services	\$124.68
				001-007-558-50-42-00	PL-Communication	Wireless phone services	\$82.36
				001-007-559-30-42-00	PB-Communication	Wireless phone services	\$104.89
				001-008-521-20-42-00	LE-Communication	Wireless phone services	\$1,364.44
				001-010-576-80-42-00	PK-Communication	Wireless phone services	\$128.80
				101-016-543-30-42-00	ST-Communications	Wireless phone services	\$128.80
				410-016-531-10-42-00	SW-Communications	Wireless phone services	\$128.80
Jerad Wachtveitl	38540						Check Total
							\$13.00
		5/11/2015	4/16/15 req	001-008-521-20-43-00	LE-Travel & Meetings	Parking for ECTF mtg	\$13.00
Washington State Support Registry	0						Check Total
							\$657.46
		5/11/2015	05/01/2015	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$657.46
Washington Teamsters Welfare Trust	38479						Check Total
							\$1,308.60
		5/6/2015	05/01/15	001-000-283-00-00-00	Payroll Liability Medical	Teamsters Dental Ins Premiums	\$1,308.60
Weed Graafstra & Benson Inc	38541						Check Total
							\$10,963.00
		5/11/2015	137	001-011-515-30-41-00	LG-Professional Service	General legal services April 2015	\$10,963.00
Western Graphics Inc	38542						Check Total
							\$270.42
		5/11/2015	9943	001-008-521-20-48-00	LE-Repair & Maintenance	Graphic repair on Charger	\$270.42
Zachor and Thomas Inc PS	38543						Check Total
							\$8,922.78
		5/11/2015	643	001-011-515-30-41-01	PG-Prosecutor Fees	Prosecutor services - March 2015	\$8,922.78
Total							\$436,086.48



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

Saturday April 11, 2015
Lake Stevens Fire District Conference Center
10518 18th Street SE, Lake Stevens

CALL TO ORDER: 8:30 a.m. by Mayor Vern Little

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

COUNCILMEMBERS ABSENT: None

STAFF MEMBERS PRESENT: City Administrator Jan Berg, Finance Director/City Clerk Barb Stevens, Planning Director Rebecca Ableman McCrary, Public Works Director Mick Monken, Human Resources Director Steve Edin, Police Chief Dan Lorentzen

OTHERS: Margaret Norton-Arnold

The Lake Stevens City Council held a special meeting for the purpose of conducting a retreat.

Adjourn.

The special meeting adjourned at 1:20 p.m.

Vern Little, Mayor

Barb Stevens, City Clerk



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

Monday April 27, 2015
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

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

COUNCILMEMBERS PRESENT: Todd Welch, Kathy Holder, Kim Daughtry, Marcus Tageant, Sam Low and John Spencer

COUNCILMEMBERS ABSENT: Suzanne Quigley

STAFF MEMBERS PRESENT: City Administrator Jan Berg, Finance Director/City Clerk Barb Stevens, Planning Director Rebecca Ableman McCrary, Public Works Director Mick Monken, Human Resources Director Steve Edin, Police Chief Dan Lorentzen, Deputy City Clerk Kathy Pugh and City Attorney Cheryl Beyer; Building Inspector/Code Enforcement Chad Osterholtz, Economic Development Coordinator Jeanie Ashe, Police Officers Dennis Irwin and David Carter, Police Records Specialist/Evidence Technician Deb Smith, Detective Franklin Nelson and Police Administrative Supervisor Julie Ubert

OTHERS:

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

Guest Business. Kirsten Foster, 324 101st Avenue SE, Lake Stevens, distributed information about and spoke on behalf of the Lake Stevens Cooperative Preschool. She advised that the preschool has lost its current location and is looking to relocate and remain in Lake Stevens. They are particularly interested in the Lundeen Park facility.

New Employees: Planning Director Ableman McCrary introduced Chad Osterholtz who has filled the Building Inspector/Code Enforcement position, and Jeanie Ashe who is the new Economic Development Coordinator.

Employee Appreciation: Police Chief Dan Lorentzen recognized Officer Dennis Irwin nominated as Officer of the 4th Quarter 2014, Officer David Carter, nominated as 2014 Officer of the Year, Records Specialist and Evidence Technician Deb Smith, nominated as 2014 Employee of the Year (noncommissioned staff), and Detective Franklin Nelson nominated as Officer of the 1st Quarter 2015.

Mayor Little recognized Police Administrative Supervisor Julie Ubert for ten years of service, Finance Director Barb Stevens and Detective Franklin Nelson, each for five years of service, and Police Records Clerk Cindy Brooks for fifteen years of service.

Consent Agenda.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch to approve (A) 2015 Vouchers [Payroll Direct Deposits of \$140,263.04, Payroll Checks 38410-38412 totaling \$6,424.22, Tax Deposit(s) of \$58,583.89, Electronic Funds Transfers (ACH) totaling \$26,696.86, Claims Check Nos. 38413-38475 totaling \$126,921.20, Void Check No. 38356 in the amount of \$26.35, Total Vouchers Approved: \$358,862.86]; (B) April 13, 2015 City Council Regular Meeting Minutes; (C) Interlocal Agreement with Snohomish County to provide Information Technology Services. On vote the motion carried (6-0-0-1).

Action Items:

Award 2015 Pavement Overlay Contract: Public Works Director Mick Monken reported that six bids were received; this year's lowest responsive bidder is Northshore Paving. Streets being overlaid are 20th Street NE in front of Pilchuck Elementary and 4th Street SE in front of Hillcrest Elementary; safety improvements will be completed in front of the schools in conjunction with the overlay. Additionally safety channelization will be completed on Lake Drive, and 101st will be made one way with a pedestrian facility alongside the road. The contingency provides for additional pedestrian improvements around 4th Street SE, additional safety channelization improvements, and for advance work for the 2016 pavement overlay, possibly on Callow and Grade Roads.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Welch to award the 2015 Pavement Overlay contract to Northshore Paving in the amount of \$346,068.00, and authorize an administrative contingency in the amount of \$103,000.00. On vote the motion carried (6-0-0-1).

Approve 20th Street SE Improvement Scope of Work and Supplemental Contract with Perteet Engineering: Public Works Director Monken said this supplemental contract is for the section of 20th Street SE between 83rd and 91st. The previous work awarded was for Perteet to review the earlier scoping work completed by the County before the area was annexed. This supplemental contract is for Perteet to complete the scoping previously started by the County, and necessary to be completed by December to be in a position to receive right-of-way acquisition funding for this project. This scoping will include roadway design and identification of needed right of way and environmental services, all required before federal funding can be received. Director Monken also advised the correct amount of the contract is \$553,303.00.

MOTION: Councilmember Spencer moved, Councilmember Welch seconded, to authorize the Mayor to sign Supplemental Number 1 to the Perteet, Inc. Consultant Agreement to perform the Design and Right of Way Acquisition for 20th Street SE Phase II Segment 1 in the amount of \$553,303.00. On vote the motion carried (6-0-0-1).

Approve Resolution 2015-9 re Traffic Signage on Private Property: Public Works Director Monken said this matter is brought forward due to public safety concerns; the proposed improvements are on private property, but would have a direct impact on public property. He then responded to Councilmembers' questions.

MOTION: Councilmember Holder moved, Councilmember Daughtry seconded, to approve Resolution 2015-9 directing staff to perform traffic safety improvements on the private road at 7th Place NE for the benefit of the motoring public on the access to SR 9 and SR 204. On vote the motion carried (6-0-0-1).

Approve Ordinance 931 re Salary Commission: Human Resources Director Steve Edin distributed a strike-through version of Ordinance 931 showing the proposed changes to LSMC Sections 2.08 and 2.12. Director Edin then presented the staff report and said this ordinance updates LSMC Sections 2.08.060 and 2.12.020 following the recommendations of the Salary Commission for Council and Mayor compensation; he then responded to Councilmembers' questions.

MOTION: Councilmember Spencer moved, Councilmember Low seconded, to approve Ordinance No. 931 amending LSMC Chapter 2.08.060 Compensation (City Council) and LSMC Chapter 2.12.020 Compensation (Mayor). On vote the motion carried (6-0-0-1).

First and Final Reading of Ordinance 932 Changing the City Council's Regular Meeting Days: City Clerk Stevens presented the staff report and responded to Councilmembers' questions. Discussion ensued as to when to begin the new meeting schedule and there was consensus to begin the new meeting schedule effective September 1, 2015.

MOTION: Moved by Councilmember Low, seconded by Councilmember Tageant, to hold a first and final reading of Ordinance No. 932, an ordinance of the City of Lake Stevens, amending Ordinance Nos. 730, 678, 557 and 478 and Amending Lake Stevens Municipal Code Sections 2.08.020 and 2.08.030 by changing the City Council's regular meeting days to the second and fourth Tuesdays and changing workshop meetings to the first and third Tuesdays of any month, effective September 1, 2015. On vote the motion carried (6-0-0-1).

Authorize ILA with Sno-Isle for Field Work on City's Grade Road Property: City Administrator Berg distributed the proposed interlocal agreement and presented the staff report. Sno-Isle has retained a consultant to conduct a feasibility study on the City's Grade Road property for possible construction of a new library. The consultant is recommending additional studies and Sno-Isle has invited the City to share in the cost of completing these studies, which will ultimately also benefit the City. She then responded to Councilmembers' questions.

MOTION: Moved by Councilmember Holder, seconded by Councilmember Spencer, to approve the Interlocal Agreement with Sno-Isle Library for field work on the City's Grade Road Property. On vote the motion carried (6-0-0-1).

Discussion Items:

First Quarter Financial Summary: Finance Director Barb Stevens reviewed the first quarter financial summary and responded to Councilmembers' questions.

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

Councilmember Tageant: Sewer District; Councilmember Holder: Parks Board;
Councilmember Welch: Arts Commission, Library Board; Councilmember Spencer: Sewer District; Councilmember Low: Health District; Councilmember Daughtry: Community Transit; State of the Station, Military Affairs Committee, Puget Sound Regional Council (PRSC) General Assembly.

Mayor's Business: PSRC General Assembly; Legislative Transportation update-SR 9/204-uncertain outcome.

Staff Reports: Staff reported on the following:

Planning Director Becky Ableman McCrary: Park Board, Snohomish County Tomorrow Steering Committee.

Adjourn.

Moved by Councilmember Daughtry, seconded by Councilmember Tageant, to adjourn the meeting at 8:20 p.m.

Vern Little, Mayor

Kathy Pugh, Deputy City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** 11 May 2015

Subject: Authorization of Department of Corrections For Work Project Services

Contact Person/	Mick Monken	Budget Impact:	\$12,000
Department:	Public Works		estimated

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Authorize the Mayor to sign the Department of Corrections Class IV Work Service Agreement for July 2015-2016**

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

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

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

Funding for this program is paid from repairs and maintenance in the Street, Surface Water and Park Department funds. The \$12,000 estimated for 2015 is based on the past year's expenditures and projected work. The approval of this action allows the City to have a working agreement with the DOC but does not have a set expenditure contractual limit. This allows the City to use the DOC for non-planned activities, such as an emergency, without having to amend the agreement.

APPLICABLE CITY POLICIES: Requirement of the City NPDES permit.

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

ATTACHMENTS:

- Attachment A Copy of DOC Service Agreement July 2015-2016

WASHINGTON STATE DEPARTMENT OF CORRECTIONS

Monroe Correctional Complex PO Box 888 Monroe, WA 98272-0888

CLASS IV Work Project Description – Local Government Entity

Contract Number: CDCI 4591

Employer: City of Lake Stevens, a unit of local government.

Employer Contact: Monte Ervin **Phone:** 425-563-3513 **Email:** Mervin@ci.lake-stevens.wa.us

Department Contact Tara Silvey **Phone:** 360-794-2669 **Email:** tasilvey@doc1.wa.gov

Department Head: Mark Miller, Acting CPM **Phone:** 360-794-2631 **Email:** mlmiller@doc1.wa.gov

Work Project Description: DOC will provide offender work crews who will do general labor for the employer.

Crew: Each crew will consist of 5-10 minimum custody offenders.

Project Location: Lake Stevens City Limits

Project Period *(One year maximum):* July 1, 2015 through June 30, 2016

Projected Number of Work Crew Hours: Dependent upon work needing to be done, crews work a 10 hour day from departure of facility to return.

Work Hours: Crews will arrive at approximately 0800 a.m. and depart at 1600 p.m.

Special Payment Terms – (At current state rates.)

1. Employer will pay DOC a gratuity of \$ 1.10 per hour for each offender providing services.
2. Employer will pay DOC \$ 0.57 per mile for transporting offenders to and from the work site.
3. DOC, on behalf of Employer, will pay \$0.35 per offender/per hour for state industrial insurance premiums.

Personal Protective Equipment provided by DOC: Hard hats, goggles, hearing and eye protection and work boots will be provided by DOC.

Tools and Equipment provided by Employer: Tools will be solely provided by the employer.

Additional Terms: Crews may be held in or recalled early for facility needs at any time. Crews may also be held in or redirected in the event of a natural disaster; i.e. fire, earthquake, or flood.

CITY OF LAKE STEVENS, EMPLOYER

DEPARTMENT OF CORRECTIONS

Signature

Signature of Superintendent

Title

Institution

Date

Date

State of Washington
Department of Corrections

K
Attachment A



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** May 11, 2015

Subject: Music on the Lake & Movie in the Park 2015

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to sign performance agreements when received for the 2015 Music on the Lake concert series and the Movie in the Park.

SUMMARY/BACKGROUND:

The Arts commission hires various acts to perform at the Music on the Lake concert series in North Cove Park. The concert series this year include six Thursday night performances beginning on July 2nd and concluding on August 13th. Each performance will cost \$500 with the exception of the U.S. Military Bands who perform at no charge. Performers will be paid through the City's Arts Commission budget which currently has a budget of \$2,500 and donations made through the Arts & Parks Foundation. The following is a list of the performances, dates and the types of music they will perform (*subject to change*):

1. July 2nd "Last Leaf Productions" (Theater)
2. July 9th - TBD
3. July 16th "The Rocket Band" (Retro Rock)
July 23rd No Performance
4. July 30th "Ashley Almon & the Almon Bros" (Indie Folk)
5. Aug. 6th "Voice of the Village" (Eclectic)
6. Aug. 13th "U.S. National Guard Band or Army Cover Band" (TBD)

The 2015 Movie in the Park is scheduled to take place August 21st. This event is put on by the City through the Arts Commission and is made possible through a generous donation from Bourne Orthodontics. The movie chosen for 2015 is "Home," a 3D computer-animated film.

APPLICABLE CITY POLICIES:

City Council authorizes the Mayor to sign performance contracts.

BUDGET IMPACT: The current budget includes expending the entire Arts Commission Budget. A budget amendment will be necessary to account for the donations. (\$2,500 for the performances)



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: May 11, 2015

Subject: Facility Use Agreement with Lake Stevens Rowing Club

Contact Person/Department: Jan Berg, City Administrator **Budget Impact:** None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Mayor to Sign Facility Use Agreement with Lake Stevens Rowing Club

SUMMARY/BACKGROUND:

The City has had an agreement with the Lake Stevens Rowing Club since 2003 to allow the Club use of the rowing dock and to house their boat shed on City property in return for providing opportunities for the public to row. The proposed agreement has been updated to include current insurance requirements.

BUDGET IMPACT:

None

ATTACHMENTS:

- ▶ Exhibit A: Agreement

FACILITIES USE AGREEMENT

Between the City of Lake Stevens and Lake Stevens Rowing Club

This Agreement is entered into by and between the City of Lake Stevens, Washington, a Municipal Corporation, hereinafter referred to as "the City," and the Lake Stevens Rowing Club, a Washington Non-profit Corporation, hereinafter referred to as "the Club."

WHEREAS, the City has determined the need to provide space for recreational opportunities for its citizens; and

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish terms and conditions regarding scheduling, use of facilities, maintenance, regattas, and other requirements necessary to provide a quality rowing program for the Lake Stevens community and the general public in the City of Lake Stevens.
2. **City Responsibility.** The City agrees to provide the following:
 - A. At the Club's request, the City will provide information to the Club regarding any potential conflicts for the use of City facilities which would impact the Club's ability to hold an event or access the boathouse such as the scheduling of unrelated events, dock availability, closures of the boat launch and construction activities at the launch.
 - B. Provide a site on City property for Club facilities as described on **Exhibit A** attached hereto and incorporated herein by this reference as if fully set forth and allow the Club to use the storage container located by the Club's facility.
 - C. Provide and maintain a permanent dock of sufficient size to launch an eight person shell for scheduled events and year-round access. The dock will not be exclusive for Club use or restricted by Club use but will remain open to the public unless the Club has obtained authorization for a Club event from the City through a Park Use Permit for a special event.
 - D. The Club will not have access to the rowing dock or the boat launch area when public access has been restricted by the City issuing a Park Use Permit for a special event.
3. **Club Responsibilities.** The Club agrees to provide at its own cost the following equipment and to perform the following services.
 - A. Provide opportunities to row and other related services as necessary to offer a quality Rowing Program to the public and members of the Club and attempt to accommodate all interested rowers.
 - B. Provide and maintain in good condition all necessary equipment for the Rowing Program.
 - C. Provide and maintain in good condition a storage facility pursuant to this Agreement. The storage facility will remain the property of the Club during and after the

Agreement has expired. The building will be removed, at the Club's expense, no later than 30 days after the expiration or termination of this agreement.

- D. Provide adequate adult supervision for all events, including, but not limited to, regattas.
 - E. Comply at all times with all federal and state laws and regulations and local statutes, rules, and ordinances applicable to the use of the equipment and the performance of the services set forth in this Agreement, and the handling of any funds used in connection therewith.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing the effective date of this agreement and ending eighteen months (18) from said date unless sooner terminated under the provisions hereinafter specified.
5. **Indemnification.** The Club shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the Club's use of Premises, or from the conduct of the Club's operations, or from any activity, work or thing done, permitted, or suffered by the Club in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.
6. **Insurance.**
- A. The Club shall procure and maintain in full force throughout the duration of the Agreement Commercial General Liability insurance, including products and completed operations and sports events coverage, with a minimum coverage of \$1,000,000 per occurrence, \$5,000,000 aggregate for personal injury and property damage. The policy (ies) shall name the City of Lake Stevens as an additional insured and shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the City. Cancellation of the required insurance shall automatically result in termination of this Agreement.
 - B. In addition to the insurance provided for in Paragraph A above, the Club shall procure and maintain in full force professional liability insurance for those services delivered pursuant to this Agreement that, either directly through Club employees or indirectly through contractual or other arrangements with third parties, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$1,000,000 combined single limit per claim and \$1,000,000 as an annual aggregate. For the purposes of this Paragraph "professional services" shall include, but not be limited to, the provision of any services provided by any licensed professional.
 - C. The Club shall hold the City harmless from any claims relating to the Clubs' property that is housed or stored on City land.
 - D. Certificates of coverage and the additional insured endorsements as required by Paragraphs A and B above shall be delivered to the City within fifteen (15) days of execution of this Agreement.

7. **Record Keeping and Reporting.** The Club shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Club shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement and compliance with this Agreement. The Club shall make available to the City all records maintained pursuant to this Agreement. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.
8. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Club's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Club.
9. **Termination.** Either party may terminate this Agreement at any time with or without cause by giving thirty (30) days' written notice of said termination and specifying the effective date. If the Club's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately. This agreement may be extended by mutual consent of both the City and the Club in one year increments by automatic renewal or by written mutual agreement.
10. **Discrimination Prohibited.** The Club shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Club under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap which, in the judgment of the Club's coaches or instructors, does not create a safety hazard.
11. **Assignment.** In order to ensure the Club is appropriately insured, the Club shall not assign any portion of this Agreement without the prior written consent of the City. Consent will not be unreasonably withheld.
12. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
14. **Notices.** Notices to the City of Lake Stevens shall be sent to the following address:
City Clerk
City of Lake Stevens
P.O. Box 257
Lake Stevens, Washington 98258
(425) 334-1012

Notices to the Club shall be sent to the following address:

Dave Schultz
11721 Meridian Place SE
Lake Stevens, Washington 98258

15. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.
16. **Severability.** In the event that any section paragraph, sentence, clause or phrase is determined to be invalid in a court of law, such determination shall not affect any of the remaining sections, paragraphs, sentences, clauses or phrases of this agreement.
17. **Authority to Sign.** The undersigned certify that they are authorized to sign this Agreement on behalf of the Lake Stevens Rowing Club and the City, respectively, and that the Lake Stevens Rowing Club and the City acknowledge and accept the terms and conditions herein and attached hereto.
18. **Effective Date.** DATED this 14 day of April, 2015

CITY OF LAKE STEVENS

LAKE STEVENS ROWING CLUB

Vern Little, Mayor


Dave Schultz, President

Approved as to form:

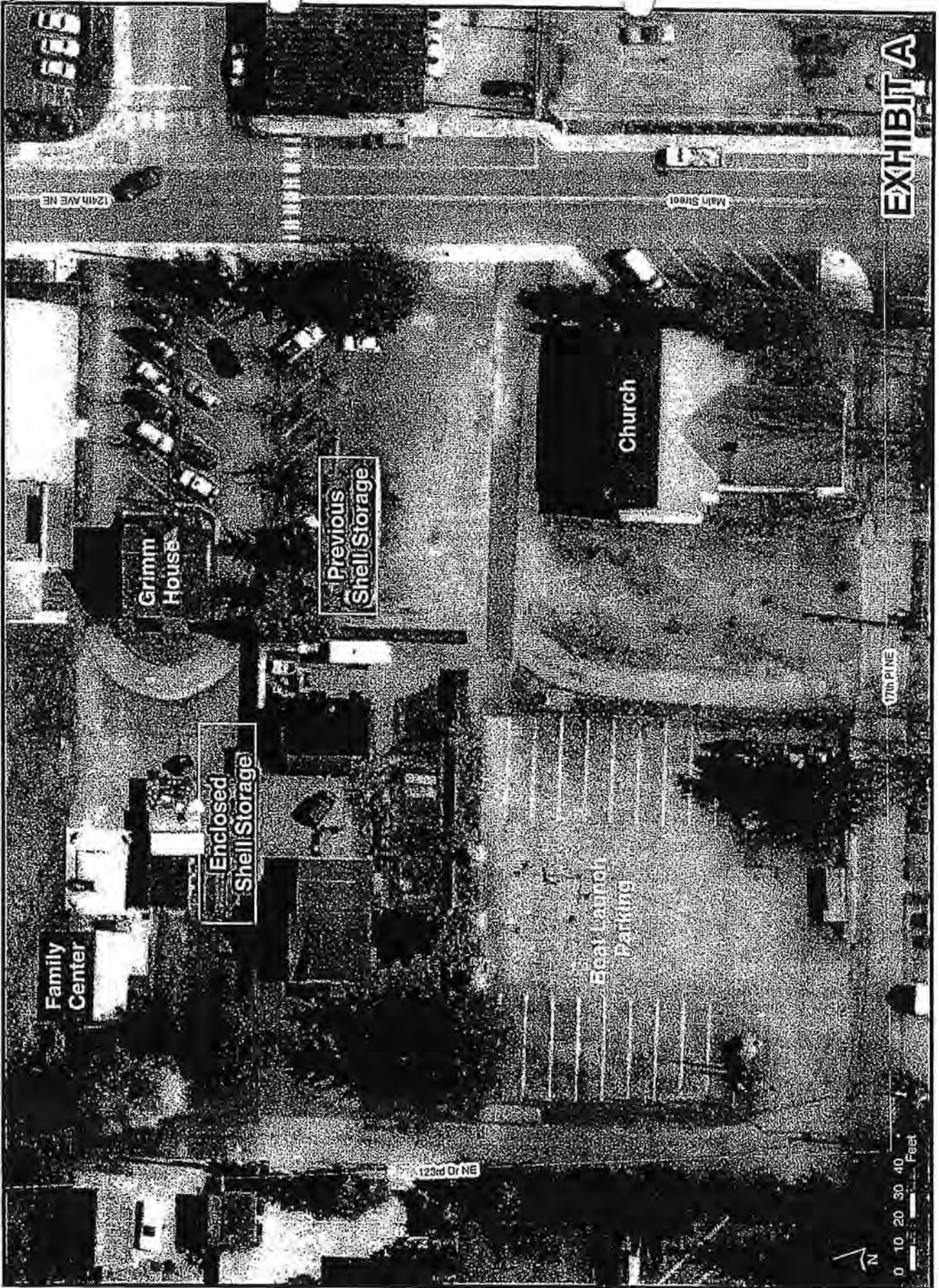
Attest:

Grant K. Weed, City Attorney

Barb Stevens, City Clerk

EXHIBIT A

Lake Stevens Rowing Club
Shell Storage Location





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** 11 May 2015

Subject: Callow Road 3200 block Embankment Geotechnical Study

Contact	Mick Monken	Budget	\$10,400.00
Person/Department:	<u>Public Works</u>	Impact:	<u></u>

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

SUMMARY/BACKGROUND: In early 2015 it was noticed by City staff that a section of Callow Road westerly edge of the pavement was depressed. The depression is estimated to be around 150 feet in length. Upon initial investigation it was found that the fill embankment of the roadway showed signs of settlement and that some sections of the pavement had small gaps between the fill and the asphalt surfacing.

The geotechnical service being recommended will perform exploratory geotechnical services and provide a report containing the findings and recommendations for stabilization of the roadway embankment. It is expected that this will be provided to the City this summer. Any future correction actions will be brought before the City Council following the geotechnical findings.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$10,400 would come from the Street Fund transferred from 2015 Overlay management contingency

ATTACHMENTS:

- Exhibit A: Professional Service Agreement

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF LAKE STEVENS AND
ROBINSON NOBLE, INC.
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 ROBINSON NOBLE, INC., a Washington corporation ("Consultant"), licensed to do business in the State of Washington.

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

1. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding geotechnical engineering and consultation for the settlement of Callow Road just north of the Oak Road intersection as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

2. SCOPE OF SERVICES

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 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.

3.2 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.

3.3 **TERM.** The term of this Agreement shall commence on THE FIRST DAY FOLLOWING THE NOTICE TO PROCEED and shall terminate at midnight, 30TH DECEMBER 2015. The parties may extend the term of this Agreement by written mutual consent.

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

3.5 **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.

3.6 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. The provisions of this section shall survive the expiration or termination of this agreement.

d. For the purposes of the indemnity contained in subpart "A" of this paragraph 3.6, Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

_____ (initials) _____ (initials)

3.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation.

b. **Minimum Scope of Insurance – Consultant shall obtain insurance of the types described below:**

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

(2). Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be

named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

(3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4). Professional Liability insurance appropriate to the Consultant's profession.

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

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

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

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

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

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

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

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

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

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract

or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

3.8 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.

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

3.10 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.

3.11 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.

3.12 **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.

3.13 **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.

3.14 **SUBCONTRACTORS/SUBCONSULTANTS.**

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

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

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.

4. OBLIGATIONS OF THE CITY

4.1 **PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$10,400.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

4.2 **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.

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

5. GENERAL

5.1 **NOTICES.** Notices by the City to Consultant and by the Consultant to the City shall be sent to the following address:

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

Robinson Noble, Inc.
Attn: Chuck Couvrett
17625 130th Avenue NE, Suite 102
Woodinville, WA 98072

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

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

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

5.3 **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.

5.4 **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.

5.5 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.

5.6 **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.

5.7 **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.

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

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

5.10 **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.

5.11 **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 _____, 2015.

CITY OF LAKE STEVENS

ROBINSON NOBLE, INC.

By: _____
Vern Little, Mayor

By: _____

Printed Name and Title

Approved as to Form:

Grant K. Weed, City Attorney

EXHIBIT A
SCOPE OF WORK



March 13, 2015

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

Project Description

The west side of the road is supported on an embankment that slopes down to the west. We believe based on the topography of the area, that the west side of Callow Road is supported on a fill subgrade. We understand that settlement is occurring and there is a possibility of embankment failure along the fill section. Current cracks in the road suggest an ongoing creep failure.

We propose to complete six borings. Four of the borings will be located along the west fog line or the west outside shoulder of Callow Road. Two borings will be located near center of asphalt to help determine the fill/native contact inclination. These borings will give us the extent of the fill and condition of the road subgrade located in that area, which can be used to evaluate stability of Callow Road and potential repair options.

Our exploration program will include drilling in the right-of-way. We have assumed that the City of Lake Stevens will provide the necessary documents, permits, signage and personnel for us to complete our work in the right-of-way. We have not budgeted time for right-of-way permits or flagmen for our exploration program.

Scope of Work

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

- Review available geologic maps for the site.
- Review past and present photos of the area.
- Explore the subsurface soil and groundwater conditions in the area of Callow Road.
- Complete stability analysis of existing conditions and proposed repair.
- Attend a meeting with City Personnel to discuss our findings and discuss preliminary design alternatives
- Prepare a geotechnical report containing the results of our subsurface explorations, and our conclusions and recommendations for geotechnical design elements of the project. Our report will include:
 - Description of the geologic materials encountered.
 - Description of depth to groundwater, if encountered.

Callow Road
Lake Stevens, Washington
March 13, 2015
Page 2 of 2

- Recommendations for stabilization of the roadway embankment.
- Recommendations for earthwork and site preparation. An evaluation of the effects of weather and/or construction equipment on site soils and mitigation of any unsuitable soil conditions at the site will be included.

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



General Fee Schedule

January 2015

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

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

Geotechnical Field and Laboratory Testing Schedule January 2015

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

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

EXHIBIT B – Scope of Service – Sub-consultants

Environmental Drilling Inc. Snohomish Washington
10918 159th Avenue SE
Snohomish, WA 98290
360-588-2045

Provide equipment and labor to perform soils drilling along the westerly edge of Callow Road, north of the Oak Road Intersection, as directed by Robinson Noble.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: May 11, 2015

Subject: 2015 Aquafest Request - Serve Beer & Wine in VIP Booth-Saturday July 25, 2015

Contact: Rebecca Ableman

\$0

Department: Planning & Community Development Director

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve the Aquafest Committee's request to serve Beer and Wine in the VIP Booth during the 2015 Aquafest Celebration, Saturday, July 25, 2015 5 PM to 11 PM.

SUMMARY/BACKGROUND: On March 23, 2015 the Aquafest Committee submitted the permit application, SPE2015-0006 (**Attachment A**), to include serving Beer and Wine in the VIP Booth located in North Cove Park (**Attachment B**).

The Aquafest Committee is proposing that Beer and Wine be served in the VIP Booth on Saturday, July 25th for invited guests only 5 PM to 11 PM. This proposal will have to meet the Washington State Liquor Control Board guidelines and requirements for a Banquet Permit. If Council approves the request the applicant will be required to provide a Certificate of Liability Insurance and endorsement, specifically addressing the service of Wine and Beer and naming the City of Lake Stevens as an additional insured and a copy of the approved Washington State Liquor Control Board Banquet Permit.

APPLICABLE CITY POLICIES:

Title 10.03.150 states, *the City Council may permit the sale and consumption of alcoholic beverages within a confined licensed area pursuant to an event permit issued by the City and a permit issued by the Washington State Liquor Control Board. Any application to the City Council for such a permit shall include a site plan identifying the specific areas to be licensed. In granting such a permit, the Council may apply restrictions reasonably calculated to comply with the purpose of the Public/Semi-Public Zone as set forth in the Lake Stevens Land Use Ordinance.*

BUDGET IMPACT: \$0

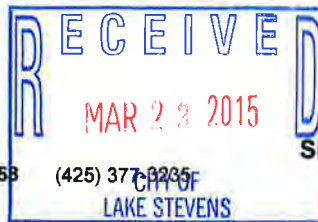
ATTACHMENTS:

- ▶ **Attachment A:** Event Application
- ▶ **Attachment B:** Aquafest Permit Map Exhibit 11 - VIP Tent Location, North Cove Park Site Map



1812 Main Street
PO Box 257
Lake Stevens, WA 98258

(425) 377-8235



City of Lake Stevens
City Council Regular Meeting 5/11/2015
ATTACHMENT A

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SPECIAL EVENT PERMIT APPLICATION

PERMIT # SPE2015-0006

• See Page 3 for Required Application Submittal Materials •
• A PREAPPLICATION MEETING IS REQUIRED FOR LEVEL 3 & 4 EVENTS •

APPLICANT INFORMATION				
1. Applicant/Agent Name:	Janice Huxford, 2015 President			
2. Organization Represented by Applicant:	Lake Stevens Aquafest Assoc.			
3. Organization Web Site:	www.aquafest.org			
4. Applicant Mailing Address-Street:	City:	State:	Zip:	
PO Box 257	Lake Stevens	WA	98258	
5. Applicant/Agent Phone & Contact Information:	Daytime Phone:	Fax:	Email:	
Janice Huxford	425-1661219		janicehuxford@smovalinc.com	
	Cell Phone:	Other:		
	Evening Phone:	Other:		
6. Event Contact Person:	Daytime Phone:	Fax:	Email:	
Please print name below:	same as above			
Janice Huxford	Cell Phone:	Email:		
	Evening Phone:	Other:		
EVENT OPERATIONS				
7. Official Name of Event:	Aquafest			
8. Describe in detail the nature of the event: (Attach additional sheets if information exceeds space available to completely describe all activities being conducted.)	Aquafest is a three day festival including vendors, water events, carnival, parades, fireworks, entertainment + beverage garden. see attached for details			
9. Is the event ☐ Private ☐ Public?	A Private event is one in which a specified guest list and attendees are known; a public event is one in which the general public is invited through word-of-mouth, flyers, or media advertisement.			
10. Anticipated Maximum Attendance: Spectators/Volunteers	Total - Duration of Event:		Maximum at any one time:	
	20,000 / 200		1	
11. Event Level:	LEVEL 1 ☐	LEVEL 2 ☐	LEVEL 3 ☐	LEVEL 4 ☒
(See Event Application Instructions Sheet for further detail on LSMC 14.16C.065 Events. A Park Use Permit may be required for events that do not qualify for an Event Level.)	100 to 500 attendees - Up to 1 day	500 to 1,000 attendees - Up to 2 consecutive days - Up to 3 similar events	1 day a week - Reoccurring on a periodical or seasonal basis	1,000+ attendees per day - Up to 4 consecutive days - Pre-application meeting required
12. Address/Location(s) of Event: (Provide all public and private locations. Attach additional sheets if necessary.)	Downtown Lake Stevens Main St, Boat Launch, Fire Club, North Cove Park, Library			

ATTACHMENT A



1812 Main Street
PO Box 257
Lake Stevens, WA 98258 (425) 377-3235

SPECIAL EVENT PERMIT APPLICATION

13. Event Set Up Date/Time: (i.e., tents, portable restrooms, etc. Note traffic control plan may be necessary)	Date: JULY 23, 24, 25, 26	Time:
14. Event Date(s) and Hours of Operation: (Include information of each day)	Date(s): JULY 24, 25, 26	Hours: see attached
15. Event Break Down Date/Time: (Note traffic control plan may be necessary)	Date: JULY 26, 27	Time: for details

EVENT FACILITY/ACTIVITY COMPONENTS

16. Please check all items below that apply to your event and provide details below (or attach additional sheets if necessary).
Include if the request is for the City to provide equipment or service.

\$ indicates an additional fee and/or deposit may be required
indicates a separate permit or approval may be necessary from the City or other agency
✓C Check if request is for City to provide equipment or services

☐ Air Show-Hours: _____ # ☒ Alcohol sold/served-Hours: _____ # Location: <u>1st net and puzzling</u> <i>Park locations require City Council approval. Additional Insurance Requirements</i> ☒ Amplified Sound-Hours: _____ \$ ____C\$ ☒ Animals ☒ Banners-Quantity _____ C\$ Locations: _____ ☐ Brochures\$ ☐ Bleachers# ☒ Carnival <i>Additional Insurance Requirements</i> ☒ Community Center# <i>Contact City Hall (425)334-1012 to reserve</i> ☒ Electricity <i>City staff must be present for all L&I Inspections on City property</i> ☒ Food sold or served# ☒ Garbage Service ✓C\$ <i>Required for Level 4 events. Event sponsor is responsible for the cost of garbage disposal generated by the event. Recycling containers (refundable deposit required) must be used during the event and are provided by the City.</i> ☒ Inflatables (bouncy houses, advertising) <i>Additional Insurance Requirements</i> <u>sunday only</u>	☒ Parade(s)-Hours: _____ <i>Provide routes and road closures below</i> ☐ Picnic Shelters (Lundeen Park only)# <i>Contact City Hall (425) 334-1012 to reserve</i> ☒ Portable Restrooms ✓C\$ ☐ Protest/Rally ☒ Public Address System ____C\$ ☒ Pyrotechnics/Fireworks# ☒ Raffle/Lottery# ☐ Seating/Tables ☒ Sporting Event <i>Additional Insurance Requirements</i> ☒ Stage ☒ Vending, Food# ☒ Vending, Non Food ☒ Tent(s)/Trailer(s)# ☒ Water Event\$# ☐ Other: _____ C\$ ☐ Other: _____ C\$
--	--

Provide details here and including items not on the checklist above:
(Attach additional sheets if needed)

see attached for details.

ATTACHMENT A



1812 Main Street
PO Box 257
Lake Stevens, WA 98258 (425) 377-3235

SPECIAL EVENT PERMIT APPLICATION

STREET CLOSURES

17. Provide the name of each street, intersection and the approximate distance. Include whether a full or half lane closure is being requested and include the dates, times and hours of each requested closure. Attach additional sheets if needed.

Road/Date/Time:	Road/Date/Time:	Road/Date/Time:	Road/Date/Time:
see attached			

EVENT SECURITY/EMERGENCY SERVICES

18. Are additional Polices Services requested?	Date/Time	Date/Time	Date/Time
☒ YES ☐ NO			

Please describe what type of polices services you are requesting (Security, Traffic control, Marine/on water, etc.)

see attached

INSURANCE REQUIREMENTS

19. Please list specific insurance provided. Contact Permit Center for detailed requirements for special insurance requirements. (Attach additional sheets if needed)	Activity/Insurance	Activity/Insurance	Activity/Insurance
	insurance endorsements to be provided to the city.		

SUBMITTAL REQUIREMENTS

20. The following materials must be submitted with this application form:

- A. Clear and legible site plan or map that includes-
 - North, indicated by a directional arrow symbol
 - Name of park and/or other facilities with surrounding streets
 - Overall Event Area
 - Parking Plan
 - Location of all physical equipment being placed, including but not limited to vendors booths, tents, signs, barricades, portable restrooms, vehicles, etc.
 - Other applicable details
- B. Traffic Control Plan, as applicable
- C. Electrical Plans, as applicable
- D. Insurance with proper endorsements
- E. Copies of other permits and/or approvals required for the event
- F. Application Fee

INDEMNIFICATION/HOLD HARMLESS

The undersigned, shall defend, indemnify, and hold harmless the City of Lake Stevens, its officers, officials, employees and volunteers from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises during this event, use of the park and/or facility, or from conduct or any activity, work done, permitted or suffered during this event, in or about the park and/or facility, except only such injury or damage as shall have been occasioned by the sole negligence of the City. The undersigned further agrees to reimburse the City of Lake Stevens for any damage arising from the organization and/or group's use of the park and/or facility.

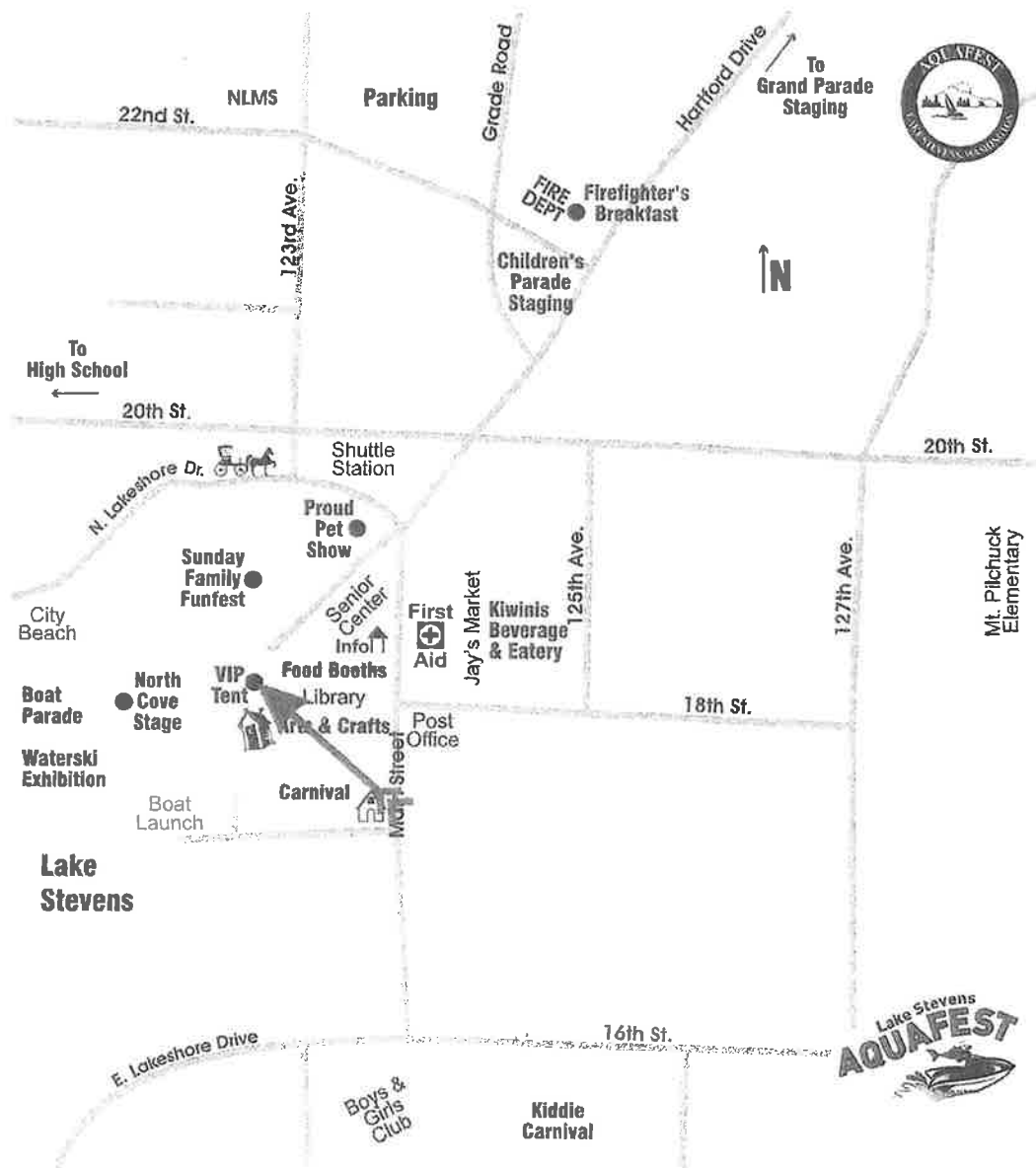
The undersigned further certifies that the information given in this application is true and correct and further states that he/she has the authority to make this application for the group or organization. The undersigned further states that he/she accepts responsibility for this organization and/or groups compliance with all of the terms and conditions and that the group and/or organization will observe all rules and regulations established herein for the site/facility requested and will comply with all applicable federal, state or local statutes, ordinances or regulations that may not be outlined in the permit when issued. The undersigned understands that failure to do so will be grounds for revocation of an issued permit.

Signature of Responsible Person

Printed Name

Date

ATTACHMENT B



Map Exhibit 11
VIP Tent Location
North Cove Park
Liquor license to be provided



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: May 11, 2015

Subject: 2015 Budget Amendment #2

Contact Person/Department: Barb Stevens/ Finance

Budget Impact: Yes

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Review Ordinance No. 933 Amending Budget Ordinance No. 925.

SUMMARY/BACKGROUND:

Throughout the year the City Council authorizes various purchase requests and agreements. At the time of authorization, the budget impact is presented to the Council as part of the information required in order for the Council to make an informed decision. The budget amendment follows to adjust the specific line items that will be affected by purchase or contract award. Detailed explanations of the changes requested are described below:

General Fund - 001

Explanations for the amended revenues are as follows:

- Insurance Recoveries (\$5,791) - Received for damaged police vehicles
- Arts Commission (\$2,280) - Donation made for Movie in the Park
- Arts Commission (\$2,500) - Donations made for Music on the Lake

Explanations for the amended expenditures are as follows:

- Information Technology Overtime (\$1,000) - To account for numerous improvements occurring in the IT environment in 2015 and the need for additional call-outs and troubleshooting
- Law Enforcement Repair & Maintenance
 - o Correction of a billing issue made by Snohomish County in 2014 where numerous work orders were not billed to the City for work performed. This additional billing will likely put this line item over budget in 2015 (\$12,900).
 - o Repairs to damaged police cars (\$5,791)
- SnoPac Dispatch (\$798) – O&M slightly more than originally estimated
- Building Staff Development (\$1,200) – Roll forward for Fire Inspection training
- Parks Repair & Maintenance (\$10,000) – Dangerous tree removal – various locations throughout City to be determined by arborist.
- General Government Professional Services (\$9,000) – Grade Road site field work – *Council approved ILA (maximum \$9,000) 4/27/15*
- Arts Commission
 - o Movie in the Park (\$2,280)
 - o Music on the Lake (\$2,500)
- Community Repair & Maintenance
 - o Senior Center emergency roof repair (\$11,739) – *Council approved emergency resolution to perform work 12/10/14*
 - o Senior Center air conditioning (\$6,628) – *Council approved bid award/contract 1/26/15*

The ending fund balance reflects these changes.

Street Fund - 101

The increased expenditures (\$1,400) are due to a correction of a billing issue made by Snohomish County in 2014 where numerous work orders were not billed to the City for work performed. This additional billing may put this line item over budget in 2015. The ending fund balance reflects these changes.

Drug Seizure & Forfeiture Fund - 111

The expenditures are increased for the state remittance portion of the 2014 4th quarter forfeiture funds that were not remitted until 2015. Additionally, the purchase of an evidence bar coding system was budgeted in 2014 (\$5,600) yet was not rolled forwarded into the 2015 budget. The ending fund balance reflects these changes.

LTGO 2010 Bond – 212

The revenues are increased for the transfer in of funds from REET I fund. The expenditures are increased for the final payment of interest on the 2010B series bond due December 31, 2015. The 2010B series are taxable bonds that were used to purchase a portion of the Grade Road property for commercial use. The original budget amounts were based on the amortization schedule received from bond counsel in 2010. That schedule showed a final interest payment (\$10,374) to be made with the lump-sum principal payment (\$455,000) on June 30, 2015. A corrected schedule has been received that reflects the bond maturity date of December 31, 2015. This extended time period for the lump-sum principal payment is beneficial, as plans have not yet been finalized regarding the commercial portions of the property, yet one additional interest payment will be due per the bond notes.

Real Estate Excise Tax I – 303

The expenditures are increased (\$10,374) for the transfer of funds to the LTGO 2010 Bond fund for the payment of interest due December 31, 2015. The ending fund balance reflects these changes.

Storm & Surface Water Management - 410

The increased expenditures (\$1,400) are due to a correction of a billing issue made by Snohomish County in 2014 where numerous work orders were not billed to the City for work performed. This additional billing may put this line item over budget in 2015. The ending fund balance reflects these changes.

Equipment Fund – Public Works - 530

The approved 2015 budget includes the purchase of a compact excavator in the amount of \$60,000. After further research done by the department it was determined that the purchase of a different excavator would give more flexibility in usage and would eliminate the need for 2 separate pieces of equipment. As such the one currently in service (with limited uses) can be traded in for FMV, and put toward the price of the larger compactor (\$79,330). The increase in revenues in the amount of \$18,500 would be to recognize the trade in value, and the increase in expenditures (\$17,701) is to account for the full amount (including trade in value) of the new compactor. The net increase in ending fund balance in the amount of \$799 reflects these changes.

APPLICABLE CITY POLICIES:

In accordance with the Financial Management Policies, Budget Themes and Policies, and the Revised Code of Washington, changes in the adopted budget must be brought before the City Council.

BUDGET IMPACT:

The budget ordinance will amend the beginning and ending balances, and expenditures in the funds set forth in the ordinance.

ATTACHMENTS:

- Exhibit A: Ordinance No. 933

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON
ORDINANCE NO. 933**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE 2014 BUDGET AS SET FORTH IN ORDINANCE NO. 925 CONCERNING FUND BALANCES AND EXPENDITURES FOR VARIOUS FUND BALANCES FOR THE YEAR 2015.

WHEREAS, the City of Lake Stevens adopted the 2015 budget pursuant to Ordinance No. 925; and

WHEREAS, the City of Lake Stevens will incur expenditures in categories and amounts other than anticipated in the adopted 2015 budget; and

WHEREAS, pursuant to RCW 36.70A.130(2)(a)(iv) the City intends to adopt the Lake Stevens School District Capital Facilities Plan concurrently with the adoption of this budget amending ordinance;

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

SECTION 1. The 2015 budget, as adopted in Ordinance No. 925, is hereby amended as follows:

<i>Fund</i>	<i>Description</i>	<i>Current Budget</i>	<i>Amended Budget</i>	<i>Amount of Inc/(Dec)</i>	<i>ExpRev</i>
001 - General	Revenues	\$9,225,643	\$9,236,214	\$10,571	Rev.
001 - General	Expenditures	\$9,513,887	\$9,577,723	\$63,836	Exp.
001 - General	Ending Fund Balance	\$6,805,563	\$6,752,298	(\$53,265)	EndBal.
101 - Street	Expenditures	\$2,232,956	\$2,234,356	\$1,400	Exp.
101 - Street	Ending Fund Balance	\$3,502,279	\$3,500,879	(\$1,400)	EndBal.
111 - Drug Seizure & Forfeiture	Expenditures	\$200	\$7,300	\$7,100	Exp.
111 - Drug Seizure & Forfeiture	Ending Fund Balance	\$34,871	\$27,771	(\$7,100)	EndBal.
212 - LTGO 2010 Bond	Revenues	\$539,539	\$549,913	\$10,374	Rev.
212 - LTGO 2010 Bond	Expenditures	\$539,539	\$549,913	\$10,374	Exp.
303 - Real Estate Excise Tax I	Expenditures	\$811,002	\$821,376	\$10,374	Exp.
303 - Real Estate Excise Tax I	Ending Fund Balance	\$558,424	\$548,050	(\$10,374)	EndBal.
410 - Storm & Surface Water	Expenditures	\$1,501,015	\$1,502,415	\$1,400	Exp.
410 - Storm & Surface Water	Ending Fund Balance	\$1,613,197	\$1,611,797	(\$1,400)	EndBal.
530 - Equip Fund - PW	Revenues	\$156,225	\$174,725	\$18,500	Rev.
530 - Equip Fund - PW	Expenditures	\$270,400	\$288,101	\$17,701	Exp.
530 - Equip Fund - PW	Ending Fund Balance	\$162,178	\$162,977	\$799	EndBal.

SECTION 2. Except as set forth above, all other provisions of Ordinance 925 shall remain in full force, unchanged.

SECTION 3. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in force five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this ____ day of _____, 2015.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: May 11, 2015

Subject: Trestle Station Right-of-Way Vacation LUA2015-0027

Contact	Mick Monken	Budget Impact:	\$5,231.00
Person/Department:	Public Works Director		revenue
	Rebecca Ableman McCrary, Planning & Community Development Director		compensation

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Discussion Item** - No action is requested at this time.

BACKGROUND/HISTORY:

The applicant proposes to construct a commercial retail center at 1933 - 79th Ave SE, which will include a convenience store, car wash, gas pumps, espresso stand and multi-tenant retail building along with associated site improvements including appropriate stormwater and fueling facilities.

The preliminary design is predicated on the City vacating 9,126 square feet of unused right-of-way east of 79th Ave SE and north of 20th Street SE. The area requested for vacation is existing ROW annexed from Snohomish County, but is not necessary for future road needs due to the configuration of 79th Ave SE as constructed. The proponent will construct frontage improvements within the existing rights-of-way along 79th Ave SE and 20th Street SE as part of a separate application.

In return for the ROW vacation, the City would receive \$5,231.00 in compensation. A drawing that illustrates the proposed vacation is included (**Attachment 1**). Subject to Lake Stevens Municipal Code 14.16C.095, the applicant has provided a cost summary of adjacent properties estimated to be \$.57 per square foot to determine a value for the proposed vacation (**Attachment 2**).

The requested project is a Type V permit subject to a public hearing with City Council. Before the City staff can approve a building permit application, City Council would need to approve the ROW vacation. Planning and Community Development staff will bring the proposed vacation to Council for a public hearing on May 26 with a detailed staff report and analysis.

APPLICABLE CITY POLICIES: Lake Stevens Municipal Code 14.16C.095 – Right-of-Way Vacation and Chapter 14.16B LSMC, Part V – Type V Review - Quasi-Judicial, City Council Decisions

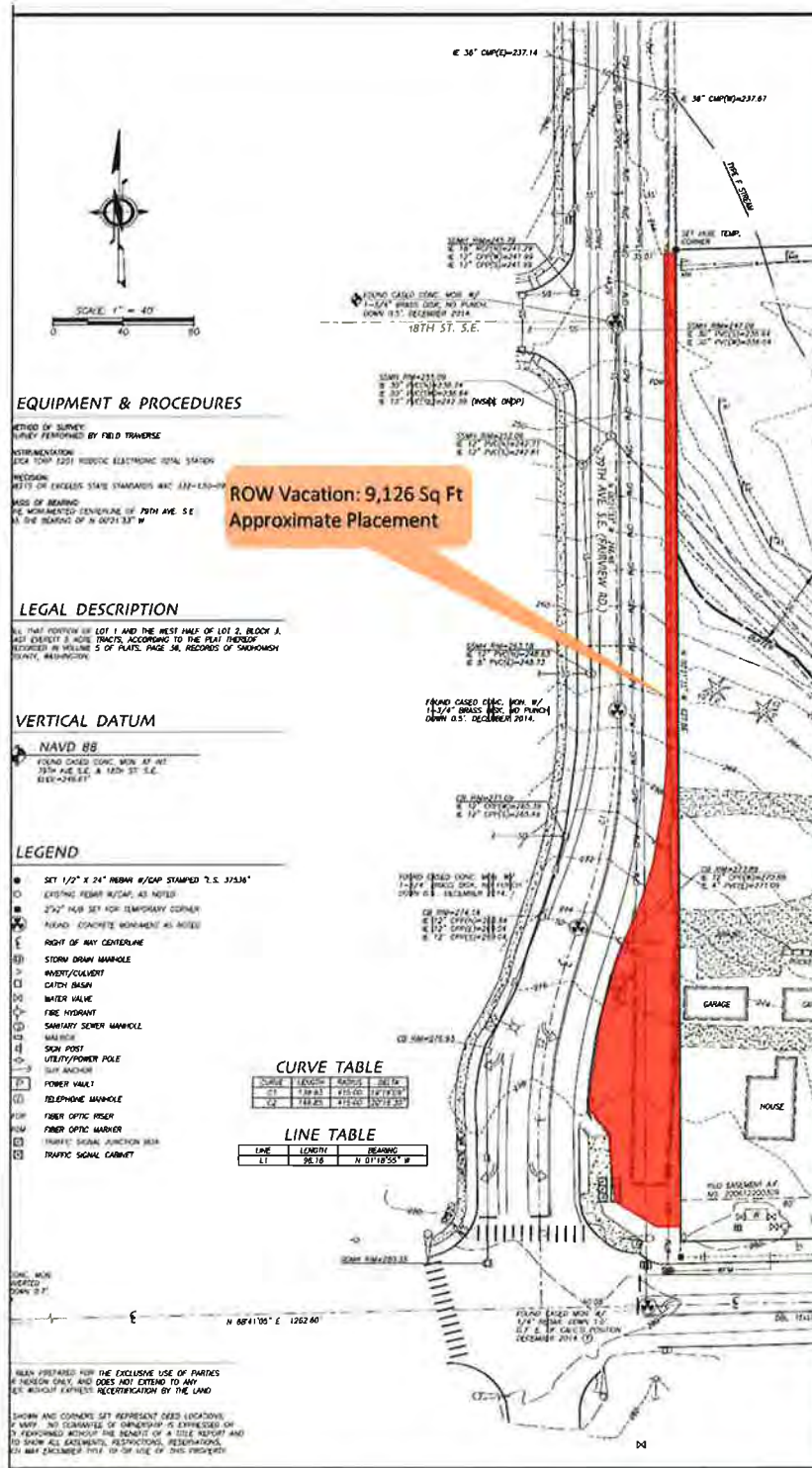
BUDGET IMPACT: The city would receive \$5,231.00 in compensation for vacated property.

ATTACHMENTS:

1. Site Plan
2. Value Assessment

2.0 DESCRIPTION OF THE RIGHT-OF-WAY TO BE VACATED

Below is a map that highlights the area of the proposed right-of-way to be vacated. The image below shows approximate boundaries.



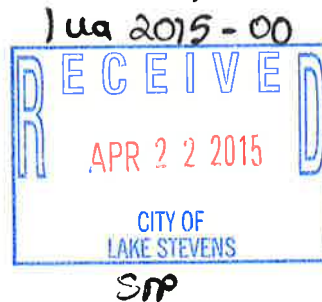
BILL TACKITT - ROW VACATION APPLICATION

ROW VALUATION REPORT

FOR

PORTION OF UNUSED PUBLIC RIGHT-OF-WAY
79th Ave. SE

LAKE STEVENS, WA 98258



Prepared April 21, 2015

MPS55 INC ATTACHMENT 2
10515 20th ST. SE
Lake Stevens, WA 98258

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VICINITY AND AERIAL MAP	2
SCHEDULE OF ASSESSED VALUE OF ABUTTING PROPERTIES	3
TAX ASSESSOR INFORMATION ON ABUTTING PROPERTIES	4
SITE PLAN DEPCITING ROW AREA TO BE VACATED	5
RECORD OF SURVEY	6
LEGAL DESCRIPTION	7

MPS55 INC ATTACHMENT 2
10515 20th ST. SE
Lake Stevens, WA 98258

April 21, 2015

City of Lake Stevens
1812 Main Street
Lake Stevens, WA 98258

RE: ROW VACATION AREA VALUATION
79th Ave. S.E.

Dear Mr. Wright,

An application for Right-of-Way Vacation has been submitted to the City of Lake Stevens by Mr. Bill Tackitt for the vacation of a portion of unused Public Right-of-Way on 79th Ave. S.E.

Pacific Coast Survey, Mr. Darren Riddle P.L.S., was retained by Mr. Tackitt to draft a legal description and to prepare a Record of Survey.

Per the Record of Survey, the total square feet of ROW for which the vacation is requested is 9,126 square feet.

The Lake Stevens Municipal Code, Section 14.16C.095 provides specific procedures and requirements including methods for establishing a value for the ROW. Mr. Tackitt elected to use the assessed value of comparable abutting properties method to establish the value. Assessor Method for Valuation.

We followed the procedures set forth in the code which included identification of the abutting properties and the 2015 assessed values of those properties.

We then prepared a Tax Assessor Value for Abutting Properties Valuation Summary for the properties to determine the average assessed value. The average assessed value is Fifty Seven cents, (.57) per square foot.

The average assessed value of .57 cents was then multiplied by the total square feet of the ROW vacation area of 9,126 resulting in a total value for the ROW of Five Thousand Two Hundred Thirty One and no/100 Dollars, (\$5,231.00).

Should have any questions regarding the valuation please feel free to contact me at 425-308-5101.

MPS55 INC.



Patrick McCourt
President

cc: Bill Tackitt
Matt Monahan

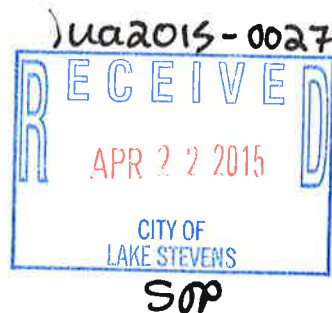
BILL TACKITT - ROW VACATION APPLICATION

ROW VALUATION REPORT

FOR

PORTION OF UNUSED PUBLIC RIGHT-OF-WAY
79th Ave. SE

LAKE STEVENS, WA 98258



Prepared April 21, 2015

MPS55 INC ATTACHMENT 2
10515 20th ST. SE
Lake Stevens, WA 98258

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MPS55 INC ATTACHMENT 2
10515 20th ST. SE
Lake Stevens, WA 98258

April 21, 2015

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1812 Main Street
Lake Stevens, WA 98258

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Should have any questions regarding the valuation please feel free to contact me at 425-308-5101.

MPS55 INC.

Patrick McCourt
President
cc: Bill Tackitt
Matt Monahan

Valuation Summary

TAX ASSESSOR VALUE FOR ABUTTING PROPERTIES

	Parcel	Owner	Acreage	Sq Ft	Land Value	Value / Sq Ft
A	431400300100	TACKITT WILLIAM D	6.66	290,110	\$201,100	\$ 0.69

ADJACENT PROPERTIES*

B	00431400300801	BAUMAN ROBERT E	3.61	157,252	\$92,400	\$ 0.59
C	00431400300201	SNOHOMISH COUNTY	4.00	174,240	\$94,200	\$ 0.54
D	29052600100800	SATHER GERHARD J	2.00	87,120	\$85,100	\$ 0.98
E	29052600100700	SATHER GERHARD J	4.78	208,217	\$89,500	\$ 0.43
F	29052600100600	JONES WAYLON A	1.85	80,586	\$93,900	\$ 1.17
G	00431400300202	SNOHOMISH COUNTY	0.46	20,038	\$40,600	\$ 2.03
H	29052600101300	SNOHOMISH CO PROP MGMT	8.37	364,597	\$130,300	\$ 0.36
	TOTAL		25.07	1,092,049	\$626,000	\$ 0.57

* SEE ATTACHED AERIAL MAP FOR ASSESSOR PARCEL IDENTIFICATION

	Acreage	Sq Ft	Land Value	Value / Sq Ft
Area of Proposed Right of Way Vacation	0.21	9,126	\$5,231	\$ 0.57
Proposed Vacated Right of Way Size and Price	0.21	9,126	\$5,231	\$ 0.57

Valuation based on average of abutting properties per E1. See below

Chapter 14.16C LAND USE ACTIONS, PERMITS AND DETERMINATIONS - DECISION CRITERIA AND STANDARDS

14.16C.095 Right-of-Way Vacation.

(a) The purpose of this section is to provide procedures and requirements for the vacation of public rights-of-way and streets. The owners of an interest in any real estate abutting upon any street or alley who may desire to vacate the street or alley, or any part thereof, may petition the City Council for the vacation, or the City Council may initiate, by resolution, such vacation procedure.

(e) **Appraisal.** In all cases where the City Council requires compensation for the vacated right-of-way, an appraisal of the right-of-way proposed for vacation shall be made by one or more of the following methods:

- (1) The assessed value of comparable abutting property shall be obtained from the records of the Snohomish County assessor. The average of said values, on a square foot basis, shall be applied to the right-of-way which is proposed for vacation.
- (2) The petitioner shall be required to submit a report of a professional appraiser to the City, stating the fair market value of the right-of-way proposed for vacation.
- (3) The City shall obtain a report from one or more professional appraisers stating the fair market value of the right-of-way proposed for vacation. The cost of said report or reports shall be paid by the petitioner prior to the time of the public hearing.

ADJACENT PROPERTY IDENTIFICATION

Proposed ROW
/acation (General
Area)

Printable View

ATo print this document please press 

Property Account Summary

Parcel Number	00431400300100	Property Address	1933 79TH AVE SE , LAKE STEVENS, WA 98258
---------------	----------------	------------------	---

Parties - For changes use 'Other Property Data' menu

Role	Percent	Name	Mailing Address
Taxpayer	100	TACKITT WILLIAM D	18960 SR 2 STE 146, MONROE, WA 98272
Owner	100	TACKITT WILLIAM D	5917 EVERGREEN WAY, EVERETT, WA 98203 United States

General Information

Property Description	EAST EVERETT 5 AC TR DIV A & B BLK 003 D-00 - LOT 1 LOT 2 W1/2
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	00408

Property Characteristics

Use Code	113 3 Single Family Residences
Unit of Measure	Acre(s)
Size (gross)	6.66

Related Properties

No Values Found

Active Exemptions

No Exemptions Found

Installments Payable

Tax Year	Installment	Due Date	Principal	Interest, Penalties and Costs	Total Due	Cumulative Due	Select to Pay
2015	1	04/30/2015	1,858.69	0.00	1,858.69	1,858.69	☒
2015	2	10/31/2015	1,858.70	0.00	1,858.70	3,717.39	☐

Statement of Payable/Paid For Tax Year: 2015

Distribution of Current Taxes

District	Rate	Amount
CITY OF LAKE STEVENS	1.54	425.94
FIRE DISTRICT 08 LAKE STEVENS	1.87	514.83
LAKE STEVENS SCHOOL DIST NO 4	4.99	1,377.60
SNO-ISLE INTERCOUNTY RURAL LIBRARY	0.47	129.19

SNOHOMISH COUNTY-CNT	1.00	275.57
STATE	2.28	628.95
LAKE STEVENS CITY WMA		359.98
SNOHOMISH CONSERVATION DISTRICT		5.33
TOTALS	12.15	3,717.39

Property Values

Value Type	Tax Year 2015	Tax Year 2014	Tax Year 2013	Tax Year 2012	Tax Year 2011
Taxable Value Regular	276,000	211,500	211,900	392,100	365,400
Exemption Amount Regular					
Market Total	276,000	211,500	211,900	392,100	365,400
Assessed Value	276,000	211,500	211,900	392,100	365,400
Market Land	201,100	145,800	145,800	311,800	278,300
Market Improvement	74,900	65,700	66,100	80,300	87,100
Personal Property					

Levy Rate History

Tax Year	Total Levy Rate
2014	13.074286
2013	13.819751
2012	13.250242

Real Property Structures

Description	Type	Year Built	More Information
1 Story	Dwelling	1961	View Detailed Structure Information
1 Story	Dwelling	1961	View Detailed Structure Information
1 Story	Dwelling	1970	View Detailed Structure Information

Property Sales (since 7/31/1999)

Transfer Date	Receipt Date	Sales Price	Excise Number	Deed Type	Grantor (Seller)	Grantee (Buyer)	Other Parcels

Property Maps

Neighborhood Code	Township	Range	Section	Quarter	Parcel Map
2616000	29	05	23	SE	View parcel maps for this Township/Range/Section

Receipts

Date	Receipt No.	Amount Applied
11/03/2014 00:00:00	8041010	1,565.26
04/21/2014 00:00:00	7628852	1,565.26
11/05/2013 00:00:00	7496860	1,646.86
05/03/2013 00:00:00	7229116	1,646.86
11/05/2012 00:00:00	6957782	2,780.37
05/03/2012 00:00:00	6698196	2,780.36
11/03/2011 00:00:00	6414411	2,436.96
05/02/2011 00:00:00	6149239	2,436.96
11/01/2010 00:00:00	5871804	3,434.22
04/30/2010 00:00:00	5614082	3,434.22

Events

Effective Date	Entry Date-Time	Type	Remarks
01/11/2011	01/11/2011 11:21:00	The situs address has changed	by sasrrg
02/01/2010	02/01/2010 15:11:00	Annexation Completed For Property	CTYLKS ORD 801 - SOUTHWEST ANNEX-added to annexation by batch process 99,133. by SASCJH

10/31/2007	11/21/2007 15:22:00	Excise Processed	Property Transfer Filing No.: 215687, Statutory Warranty Deed 10/31/2007 by strgss
03/02/2007	03/02/2007 11:54:00	The situs address has changed	by sasrrg
08/18/2006	08/18/2006 16:22:00	Taxpayer Changed	Party/Property Relationship by strsjb

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Property Account Summary

Parcel Number	00431400300801	Property Address	UNKNOWN UNKNOWN , UNKNOWN,
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Parties - For changes use 'Other Property Data' menu

Role	Percent	Name	Mailing Address
Taxpayer	100	BAUMAN ROBERT E	1703 79TH AVE SE, LAKE STEVENS, WA 98258 United States
Owner	100	BAUMAN ROBERT E	1703 79TH AVENUE S E, EVERETT, WA 98205 United States

General Information

Property Description	EAST EVERETT 5 AC TR DIV A & B BLK 003 D-01 - LOT 8 LESS THE N 100FT OF W 435.6FT THOF
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	00408

Property Characteristics

Use Code	111 Single Family Residence - Detached
Unit of Measure	Acre(s)
Size (gross)	3.61

Related Properties

No Values Found

Active Exemptions

No Exemptions Found

Installments Payable

Tax Year	Installment	Due Date	Principal	Interest, Penalties and Costs	Total Due	Cumulative Due	Select to Pay
2015	1	04/30/2015	572.68	0.00	572.68	572.68	☒
2015	2	10/31/2015	572.68	0.00	572.68	1,145.36	☐

Statement of Payable/Paid For Tax Year: 2015

Distribution of Current Taxes

District	Rate	Amount
CITY OF LAKE STEVENS	1.54	142.60
FIRE DISTRICT 08 LAKE STEVENS	1.87	172.36
LAKE STEVENS SCHOOL DIST NO 4	4.99	461.20

SNO-ISLE INTERCOUNTY RURAL LIBRARY	0.47	43.25
SNOHOMISH COUNTY-CNT	1.00	92.26
STATE	2.28	210.55
LAKE STEVENS CITY WMA		17.96
SNOHOMISH CONSERVATION DISTRICT		5.18
TOTALS	12.15	1,145.36

Property Values

Value Type	Tax Year 2015	Tax Year 2014	Tax Year 2013	Tax Year 2012	Tax Year 2011
Taxable Value Regular	92,400	92,400	130,400	211,700	234,500
Exemption Amount Regular					
Market Total	92,400	92,400	130,400	211,700	234,500
Assessed Value	92,400	92,400	130,400	211,700	234,500
Market Land	92,400	92,400	130,400	211,700	234,500
Market Improvement	0	0	0	0	0
Personal Property					

Levy Rate History

Tax Year	Total Levy Rate
2014	13.074286
2013	13.819751
2012	13.250242

Real Property Structures

Description	Type	Year Built	More Information

Property Sales (since 7/31/1999)

Transfer Date	Receipt Date	Sales Price	Excise Number	Deed Type	Grantor (Seller)	Grantee (Buyer)	Other Parcels

Property Maps

Neighborhood Code	Township	Range	Section	Quarter	Parcel Map
2616000	29	05	23	SE	View parcel maps for this Township/Range/Section

Receipts

Date	Receipt No.	Amount Applied
10/28/2014 09:59:00	7907339	615.60
04/25/2014 11:46:00	7692223	615.60
10/28/2013 10:55:00	7375907	964.62
05/06/2013 00:00:00	7238115	964.62
10/22/2012 13:17:00	6793254	1,405.13
04/26/2012 13:23:00	6635842	1,405.13
10/28/2011 12:37:00	6380852	1,448.38
04/27/2011 16:35:00	6117983	1,448.37
10/27/2010 14:05:00	5784860	1,608.79
04/29/2010 11:54:00	5593916	1,608.79

Events

Effective Date	Entry Date-Time	Type	Remarks
02/01/2010	02/01/2010 15:11:00	Annexation Completed For Property	CTYLKS ORD 801 - SOUTHWEST ANNEX-added to annexation by batch process 99,133. by SASCJH
09/28/2006	09/28/2006	Taxpayer	Party/Property Relationship by strldd

	08:37:00	Changed	
06/27/2001	06/27/2001 13:49:00	Annexation Completed For Property	SWRLKS RES 671 CAVALERO HILLS-annexed by LAKE STEVENS SEWER DISTRICT for 2002-Revise District Membership by sascab

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Property Account Summary

Parcel Number	00431400300201	Property Address	UNKNOWN UNKNOWN , UNKNOWN,
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Parties - For changes use 'Other Property Data' menu

Role	Percent	Name	Mailing Address
Taxpayer	100	SNOHOMISH COUNTY	3000 ROCKEFELLER AVE M/S 607, EVERETT, WA 98201
Owner	100	SNOHOMISH COUNTY	3000 ROCKEFELLER AVE M/S 607, EVERETT, WA 98201
Mortgage Company	100	RIGHT OF WAY	3000 ROCKEFELLER AVE M/S 607, EVERETT, WA 98201

General Information

Property Description	EAST EVERETT 5 AC TR DIV A & B BLK 003 D-01 - E1/2 LOT 2 & W1/2 LOT 3 LESS FDT S 150FT OF E 135 FT OF W 165 FT
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	00408

Property Characteristics

Use Code	910 Undeveloped (Vacant) Land
Unit of Measure	Acre(s)
Size (gross)	4.00

Related Properties

No Values Found

Active Exemptions

Government Property

Installments Payable

Tax Year	Installment	Due Date	Principal	Interest, Penalties and Costs	Total Due	Cumulative Due	Select to Pay
2015	1	04/30/2015	228.88	0.00	228.88	228.88	☒
2015	2	10/31/2015	228.88	0.00	228.88	457.76	☐

Statement of Payable/Paid For Tax Year: 2015

Distribution of Current Taxes

District	Rate	Amount
LAKE STEVENS CITY WMA		457.76

TOTALS		457.76
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Property Values

Value Type	Tax Year 2015	Tax Year 2014	Tax Year 2013	Tax Year 2012	Tax Year 2011
Taxable Value Regular	0	0	0	0	0
Exemption Amount Regular	94,200	72,900	62,400	103,500	83,000
Market Total	94,200	72,900	62,400	103,500	83,000
Assessed Value	94,200	72,900	62,400	103,500	83,000
Market Land	94,200	72,900	62,400	103,500	83,000
Market Improvement	0	0	0	0	0
Personal Property					

Levy Rate History

Tax Year	Total Levy Rate
2014	13.074286
2013	13.819751
2012	13.250242

Real Property Structures

Description	Type	Year Built	More Information

Property Sales (since 7/31/1999)

Transfer Date	Receipt Date	Sales Price	Excise Number	Deed Type	Grantor (Seller)	Grantee (Buyer)	Other Parcels
11/1/2010	11/8/2010	\$0	421487	W	CHOI SUN DONG & JAY KUM	SNOHOMISH COUNTY	No
8/11/2005	8/12/2005	\$146,000	298410	W	PARK ELLEN EUN-YOUNG	CHOI SUN DONG & JAY KUM	Yes
5/13/2002	5/21/2002	\$159,000	170647	W	HEDLUND LILLIAN M, AUI WATA GLADDING	CHOI EUN Y	Yes

Property Maps

Neighborhood Code	Township	Range	Section	Quarter	Parcel Map
2616000	29	05	23	SE	View parcel maps for this Township/Range/Section

Receipts

Date	Receipt No.	Amount Applied
04/25/2014 14:28:00	7740931	457.76
10/23/2013 14:41:00	7361922	228.88
05/13/2013 08:22:00	7249967	228.88
04/26/2013 11:37:00	7188194	0.00
10/31/2012 14:09:00	6937594	266.36
06/15/2012 13:41:00	6718785	2,829.24
04/27/2010 10:18:00	5515685	666.95

Events

Effective Date	Entry Date-Time	Type	Remarks
04/24/2012	04/24/2012 10:03:00	Tax Bill Recalculation	Levy Code Change for 2012 performed by strphb
12/21/2010	12/21/2010 14:13:00	Tax Bill Recalculation	Entity Tax Exemption for 2010 performed by straml
11/01/2010	11/30/2010 14:33:00	Property Assigned To Transfer/Sale	Property Assigned to Transfer/Sale. Filing No.: 421487, Statutory Warranty Deed by sasset
	11/30/2010		

11/01/2010	09:28:00	Owner Added	Party/Property Relationship by sascaf
11/01/2010	11/30/2010 09:28:00	Owner Terminated	Party/Property Relationship by sascaf
11/01/2010	11/22/2010 10:11:00	Taxpayer Changed	Property Transfer Filing No.: 421487 11/01/2010 by strlrm
11/01/2010	11/08/2010 10:47:00	Excise Processed	Property Transfer Filing No.: 421487, Statutory Warranty Deed 11/01/2010 by strrlw
02/01/2010	02/01/2010 15:11:00	Annexation Completed For Property	CTYLKS ORD 801 - SOUTHWEST ANNEX-added to annexation by batch process 99,133. by SASCJH
08/11/2005	10/05/2005 17:24:00	Property Assigned To Transfer/Sale	Property Assigned to Transfer/Sale. Filing No.: 298410, Statutory Warranty Deed by sasmns
08/11/2005	10/05/2005 17:24:00	Owner Terminated	Property Transfer Filing No.: 298410 08/11/2005 by sasmns
08/11/2005	10/05/2005 17:24:00	Owner Added	Property Transfer Filing No.: 298410 08/11/2005 by sasmns
08/11/2005	08/17/2005 08:39:00	Taxpayer Changed	Property Transfer Filing No.: 298410 08/11/2005 by strsjb
08/11/2005	08/12/2005 13:17:00	Excise Processed	Property Transfer Filing No.: 298410, Statutory Warranty Deed 08/11/2005 by strgss
05/13/2002	07/02/2002 09:04:00	Owner Terminated	Property Transfer Filing No.: 170647 05/13/2002 by saskmo
05/13/2002	07/02/2002 09:04:00	Owner Added	Property Transfer Filing No.: 170647 05/13/2002 by saskmo
05/13/2002	07/02/2002 09:04:00	Property Assigned To Transfer/Sale	Property Assigned to Transfer/Sale. Filing No.: 170647, Statutory Warranty Deed by saskmo
05/13/2002	05/21/2002 11:28:00	Excise Processed	Property Transfer Filing No.: 170647, Statutory Warranty Deed 05/13/2002 by strrjy
05/13/2002	05/21/2002 11:28:00	Taxpayer Changed	Property Transfer Filing No.: 170647 05/13/2002 by strrjy
09/28/2001	09/28/2001 08:47:00	Taxpayer Changed	Party/Property Relationship by strsjb

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Property Account Summary

Parcel Number	29052600100800	Property Address	UNKNOWN UNKNOWN , UNKNOWN,
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Parties - For changes use 'Other Property Data' menu

Role	Percent	Name	Mailing Address
Taxpayer	100	SATHER GERHARD J	212 E 8TH ST, ABERDEEN, WA 98520
Owner	100	SATHER GERHARD J	14527 21ST DR SE, MILL CREEK, WA 98012 United States

General Information

Property Description	SEC 26 TWP 29 RGE 05 RT-5) BEG NW COR NE1/4 NE1/4 TH S 660FT TH E 132FT TH N 660FT TH W 132FT TO POB SUBJ EASE TO CITY OF EVERETT LESS N 30FT FOR CO RD
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	00408

Property Characteristics

Use Code	910 Undeveloped (Vacant) Land
Unit of Measure	Acre(s)
Size (gross)	2.00

Related Properties

No Values Found

Active Exemptions

No Exemptions Found

Installments Payable

Tax Year	Installment	Due Date	Principal	Interest, Penalties and Costs	Total Due	Cumulative Due	Select to Pay
2015	1	04/30/2015	571.32	0.00	571.32	571.32	☒
2015	2	10/31/2015	571.33	0.00	571.33	1,142.65	☐

Statement of Payable/Paid For Tax Year: 2015

Distribution of Current Taxes

District	Rate	Amount
CITY OF LAKE STEVENS	1.54	131.33

FIRE DISTRICT 08 LAKE STEVENS	1.87	158.74
LAKE STEVENS SCHOOL DIST NO 4	4.99	424.76
SNO-ISLE INTERCOUNTY RURAL LIBRARY	0.47	39.83
SNOHOMISH COUNTY-CNT	1.00	84.97
STATE	2.28	193.92
LAKE STEVENS CITY WMA		104.00
SNOHOMISH CONSERVATION DISTRICT		5.10
TOTALS	12.15	1,142.65

Property Values

Value Type	Tax Year 2015	Tax Year 2014	Tax Year 2013	Tax Year 2012	Tax Year 2011
Taxable Value Regular	85,100	84,800	71,800	108,200	124,200
Exemption Amount Regular					
Market Total	85,100	84,800	71,800	108,200	124,200
Assessed Value	85,100	84,800	71,800	108,200	124,200
Market Land	85,100	84,800	71,800	108,200	124,200
Market Improvement	0	0	0	0	0
Personal Property					

Levy Rate History

Tax Year	Total Levy Rate
2014	13.074286
2013	13.819751
2012	13.250242

Real Property Structures

Description	Type	Year Built	More Information

Property Sales (since 7/31/1999)

Transfer Date	Receipt Date	Sales Price	Excise Number	Deed Type	Grantor (Seller)	Grantee (Buyer)	Other Parcels
11/10/2000	11/13/2000	\$0	260352	QC	SATHER GERHARD J	LIVING TRUST OF GERHARD J SATHER	No

Property Maps

Neighborhood Code	Township	Range	Section	Quarter	Parcel Map
2616000	29	05	26	NE	View parcel maps for this Township/Range/Section

Receipts

Date	Receipt No.	Amount Applied
11/03/2014 00:00:00	8031577	0.00
11/03/2014 00:00:00	8038350	608.90
05/02/2014 00:00:00	7770433	608.90
11/04/2013 00:00:00	7485668	550.68
05/03/2013 00:00:00	7227160	550.68
09/17/2012 10:12:00	6734606	771.39
04/09/2012 15:14:00	6509316	771.39
10/20/2011 15:50:00	6293452	830.75
02/28/2011 11:21:00	5916743	830.74
10/08/2010 15:45:00	5681829	948.57
04/19/2010 15:25:00	5436419	948.57

Events

Effective Date	Entry Date-Time	Type	Remarks

02/01/2010	02/01/2010 15:11:00	Annexation Completed For Property	CTYLKS ORD 801 - SOUTHWEST ANNEX-added to annexation by batch process 99,133. by SASCJH
01/06/2006	01/06/2006 16:16:00	Taxpayer Changed	Party/Property Relationship by strsjb
07/17/2002	07/17/2002 13:31:00	Annexation Completed For Property	SWRLKS RES 688 CEDARLOFT FARMS-annexed by LAKE STEVENS SEWER DISTRICT for 2003-Revise District Membership by saslmh
03/24/2001	03/24/2001 10:42:00	Owner Added	Party/Property Relationship by sasmns

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Property Account Summary

Parcel Number	29052600100700	Property Address	UNKNOWN UNKNOWN , UNKNOWN,
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Parties - For changes use 'Other Property Data' menu

Role	Percent	Name	Mailing Address
Taxpayer	100	SATHER GERHARD J	212 E 8TH ST, ABERDEEN, WA 98520
Owner	100	SATHER GERHARD J	14527 21ST DR SE, MILL CREEK, WA 98012 United States

General Information

Property Description	SEC 26 TWP 29 RGE 05RT-4) BAAP 858FT W OF NE COR SEC TH S 660FT TH W 330FT TH N 660FT TH E TO POB LESS N 30FT THOF FOR CO RD PER QCD VOL 670 PG 435 SUBJ ESE TO CITY OF EVERETT
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	00408

Property Characteristics

Use Code	910 Undeveloped (Vacant) Land
Unit of Measure	Acre(s)
Size (gross)	4.78

Related Properties

No Values Found

Active Exemptions

No Exemptions Found

Installments Payable

Tax Year	Installment	Due Date	Principal	Interest, Penalties and Costs	Total Due	Cumulative Due	Select to Pay
2015	1	04/30/2015	546.11	0.00	546.11	546.11	☒
2015	2	10/31/2015	546.12	0.00	546.12	1,092.23	☐

Statement of Payable/Paid For Tax Year: 2015

Distribution of Current Taxes

District	Rate	Amount

CITY OF LAKE STEVENS	1.54	138.12
FIRE DISTRICT 08 LAKE STEVENS	1.87	166.95
LAKE STEVENS SCHOOL DIST NO 4	4.99	446.72
SNO-ISLE INTERCOUNTY RURAL LIBRARY	0.47	41.89
SNOHOMISH COUNTY-CNT	1.00	89.36
STATE	2.28	203.95
SNOHOMISH CONSERVATION DISTRICT		5.24
TOTALS	12.15	1,092.23

Property Values

Value Type	Tax Year 2015	Tax Year 2014	Tax Year 2013	Tax Year 2012	Tax Year 2011
Taxable Value Regular	89,500	89,200	98,100	167,000	184,600
Exemption Amount Regular					
Market Total	89,500	89,200	98,100	167,000	184,600
Assessed Value	89,500	89,200	98,100	167,000	184,600
Market Land	89,500	89,200	98,100	167,000	184,600
Market Improvement	0	0	0	0	0
Personal Property					

Levy Rate History

Tax Year	Total Levy Rate
2014	13.074286
2013	13.819751
2012	13.250242

Real Property Structures

Description	Type	Year Built	More Information

Property Sales (since 7/31/1999)

Transfer Date	Receipt Date	Sales Price	Excise Number	Deed Type	Grantor (Seller)	Grantee (Buyer)	Other Parcels
11/10/2000	11/13/2000	\$0	260352	QC	SATHER GERHARD J	SATHER GERHARD J TRUSTEE	No

Property Maps

Neighborhood Code	Township	Range	Section	Quarter	Parcel Map
2616000	29	05	26	NE	View parcel maps for this Township/Range/Section

Receipts

Date	Receipt No.	Amount Applied
11/03/2014 00:00:00	8031578	0.00
11/03/2014 00:00:00	8038351	637.73
05/02/2014 00:00:00	7770434	637.73
11/04/2013 00:00:00	7485667	732.48
05/03/2013 00:00:00	7227161	732.47
09/17/2012 10:12:00	6734606	1,161.02
04/09/2012 15:14:00	6509316	1,161.01
10/20/2011 15:50:00	6293452	1,203.21
02/28/2011 11:21:00	5916743	1,203.20
10/08/2010 15:45:00	5681829	1,331.88
04/19/2010 15:25:00	5436419	1,331.87

Events

Effective Date	Entry Date-Time	Type	Remarks
		Annexation	

02/01/2010	02/01/2010 15:11:00	Completed For Property	CTYLKS ORD 801 - SOUTHWEST ANNEX-added to annexation by batch process 99,133. by SASCJH
07/17/2002	07/17/2002 13:31:00	Annexation Completed For Property	SWRLKS RES 688 CEDARLOFT FARMS-annexed by LAKE STEVENS SEWER DISTRICT for 2003-Revise District Membership by saslmh
11/10/2000	11/13/2000 16:15:00	Excise Processed	Property Transfer Filing No.: 260352, Quit Claim Deed 11/10/2000
11/10/2000	11/13/2000 16:15:00	Taxpayer Changed	Property Transfer Filing No.: 260352 11/10/2000
11/10/2000	03/24/2001 10:41:00	Owner Terminated	Property Transfer Filing No.: 260352 11/10/2000 by sasmns
11/10/2000	03/24/2001 10:41:00	Owner Added	Property Transfer Filing No.: 260352 11/10/2000 by sasmns

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Property Account Summary

Parcel Number	29052600100600	Property Address	8020 20TH ST SE , LAKE STEVENS, WA 98258
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Parties - For changes use 'Other Property Data' menu

Role	Percent	Name	Mailing Address
Taxpayer	100	JONES WAYLON A	8020 20TH ST SE, LAKE STEVENS, WA 98258
Owner	100	JONES WAYLON A	8020 20TH ST SE, LAKE STEVENS, WA 98258 United States

General Information

Property Description	Section 26 Township 29 Range 05 Quarter NE - TH PTN NW1/4 NE1/4 NE1/4 SD SEC 26 DAF - BEG NE COR SD SEC 26 TH W 44 RODS (726FT) TO TPB TH S 40 RODS (660FT) TH W 8 RODS (132FT) TH N 40 RODS (660FT) TH E 8 RODS (132FT) TO POB EXC TH PTN THOF (N 30FT) LY WHN BDY OF E HEWITT AVE (CO RD) & EXC ADDL N 20FT FOR RD R/W TO SNO CO PER SWD REC UND AFN 200911090114
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	00408

Property Characteristics

Use Code	111 Single Family Residence - Detached
Unit of Measure	Acre(s)
Size (gross)	1.85

Related Properties

No Values Found

Active Exemptions

No Exemptions Found

Installments Payable

Tax Year	Installment	Due Date	Principal	Interest, Penalties and Costs	Total Due	Cumulative Due	Select to Pay
2015	1	04/30/2015	759.44	0.00	759.44	759.44	☒
2015	2	10/31/2015	759.45	0.00	759.45	1,518.89	☐

Statement of Payable/Paid For Tax Year: 2015

Distribution of Current Taxes

District	Rate	Amount
CITY OF LAKE STEVENS	1.54	176.86
FIRE DISTRICT 08 LAKE STEVENS	1.87	213.77
LAKE STEVENS SCHOOL DIST NO 4	4.99	572.00
SNO-ISLE INTERCOUNTY RURAL LIBRARY	0.47	53.64
SNOHOMISH COUNTY-CNT	1.00	114.42
STATE	2.28	261.15
LAKE STEVENS CITY WMA		121.96
SNOHOMISH CONSERVATION DISTRICT		5.09
TOTALS	12.15	1,518.89

Property Values

Value Type	Tax Year 2015	Tax Year 2014	Tax Year 2013	Tax Year 2012	Tax Year 2011
Taxable Value Regular	114,600	130,300	119,300	154,000	158,600
Exemption Amount Regular					
Market Total	114,600	130,300	119,300	154,000	158,600
Assessed Value	114,600	130,300	119,300	154,000	158,600
Market Land	93,900	90,300	77,000	99,900	117,300
Market Improvement	20,700	40,000	42,300	54,100	41,300
Personal Property					

Levy Rate History

Tax Year	Total Levy Rate
2014	13.074286
2013	13.819751
2012	13.250242

Real Property Structures

Description	Type	Year Built	More Information
1 Story	Dwelling	1926	View Detailed Structure Information

Property Sales (since 7/31/1999)

Transfer Date	Receipt Date	Sales Price	Excise Number	Deed Type	Grantor (Seller)	Grantee (Buyer)	Other Parcels
1/19/2005	1/21/2005	\$0	293729	QC	JONES MARTHA LOUISE	JONES WAYLON A	No
4/16/2001	5/10/2001	\$0	264419	QC	JONES MONTIE L	JONES MARTHA LOUISE	No

Property Maps

Neighborhood Code	Township	Range	Section	Quarter	Parcel Map
2616000	29	05	26	NE	View parcel maps for this Township/Range/Section

Receipts

Date	Receipt No.	Amount Applied
11/14/2014 10:42:00	8057500	924.48
06/05/2014 00:00:00	7800654	1,041.83
05/28/2014 00:00:00	7798858	0.00
04/29/2013 09:04:00	7190362	1,775.75
03/02/2012 00:00:00	6453120	2,167.59
04/01/2011 13:41:00	5936385	2,085.65
03/30/2010 10:08:00	5408676	2,370.62

Events

Effective Date	Entry Date-Time	Type	Remarks
	02/05/2010	Tax Bill	

02/05/2010	14:33:00	Recalculation	Value Modification for 2009 performed by straml
02/01/2010	02/01/2010 15:11:00	Annexation Completed For Property	CTYLKS ORD 801 - SOUTHWEST ANNEX-added to annexation by batch process 99,133. by SASCJH
12/14/2009	12/14/2009 09:21:00	Value Modification	Type: Value Change Due to Segregation/Merger, Status: Approved, Tax Year: 2009 by sassls
12/14/2009	12/14/2009 09:20:00	Value Modification	Type: Value Change Due to Segregation/Merger, Status: Approved, Tax Year: 2010 by sassls
12/08/2009	12/08/2009 08:28:00	Value Modification	Type: Value Change Due to Segregation/Merger, Status: Under Review, Tax Year: 2010 by sassls
12/08/2009	12/08/2009 08:25:00	Value Modification	Type: Value Change Due to Segregation/Merger, Status: Under Review, Tax Year: 2009 by sassls
12/03/2009	12/03/2009 14:44:00	Property Characteristic Changed	Size (gross) changed from 2.00 to 1.85 in 2010 by sassls
12/03/2009	12/03/2009 14:44:00	Property Characteristic Changed	Surface Water Units changed from 2.00 to 1.85 in 2010 by sassls
12/03/2009	12/03/2009 14:44:00	Property Characteristic Changed	2009 Size (gross) changed from 2.00 to 1.85 by sassls
12/03/2009	12/03/2009 14:44:00	Property Characteristic Changed	2009 Surface Water Units changed from to 1.85 by sassls
11/04/2009	11/09/2009 10:04:00	Excise Processed	Property Transfer Filing No.: 225862, Statutory Warranty Deed 11/04/2009 by strgss
01/19/2005	02/01/2005 16:57:00	Owner Terminated	Property Transfer Filing No.: 293729 01/19/2005 by sasmns
01/19/2005	02/01/2005 16:57:00	Owner Added	Property Transfer Filing No.: 293729 01/19/2005 by sasmns
01/19/2005	01/21/2005 15:02:00	Taxpayer Changed	Property Transfer Filing No.: 293729 01/19/2005 by strbjp
01/19/2005	01/21/2005 15:02:00	Excise Processed	Property Transfer Filing No.: 293729, Quit Claim Deed 01/19/2005 by strbjp
07/17/2002	07/17/2002 13:31:00	Annexation Completed For Property	SWRLKS RES 688 CEDARLOFT FARMS-annexed by LAKE STEVENS SEWER DISTRICT for 2003-Revise District Membership by saslmh
04/16/2001	06/06/2001 11:44:00	Owner Terminated	Property Transfer Filing No.: 264419 04/16/2001 by sasmns
04/16/2001	06/06/2001 11:44:00	Owner Added	Property Transfer Filing No.: 264419 04/16/2001 by sasmns
04/16/2001	05/10/2001 13:24:00	Excise Processed	Property Transfer Filing No.: 264419, Quit Claim Deed 04/16/2001 by strgss
04/16/2001	05/10/2001 13:24:00	Taxpayer Changed	Property Transfer Filing No.: 264419 04/16/2001 by strgss

Printable View

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Property Account Summary

Parcel Number	00431400300202	Property Address	8021 20TH ST SE , LAKE STEVENS, WA 98258
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Parties - For changes use 'Other Property Data' menu

Role	Percent	Name	Mailing Address
Taxpayer	100	SNOHOMISH COUNTY	3000 ROCKEFELLER AVE M/S 607, EVERETT, WA 98201
Owner	100	SNOHOMISH COUNTY	3000 ROCKEFELLER AVE M/S 607, EVERETT, WA 98201
Mortgage Company	100	RIGHT OF WAY	3000 ROCKEFELLER AVE M/S 607, EVERETT, WA 98201

General Information

Property Description	EAST EVERETT 5 AC TR DIV A & B BLK 003 D-02 - S 150 FT OF E 135 FT OF W 165 FT OFFDT E1/2 OF LOT 2 & W1/2 LOT 3
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	00408

Property Characteristics

Use Code	111 Single Family Residence - Detached
Unit of Measure	Acre(s)
Size (gross)	0.46

Related Properties

No Values Found

Active Exemptions

Government Property

Installments Payable

Tax Year	Installment	Due Date	Principal	Interest, Penalties and Costs	Total Due	Cumulative Due	Select to Pay
2015	1	04/30/2015	60.98	0.00	60.98	60.98	☒
2015	2	10/31/2015	60.98	0.00	60.98	121.96	☐

Statement of Payable/Paid For Tax Year: **Distribution of Current Taxes**

District	Rate	Amount
LAKE STEVENS CITY WMA		121.96

TOTALS		121.96
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Property Values

Value Type	Tax Year 2015	Tax Year 2014	Tax Year 2013	Tax Year 2012	Tax Year 2011
Taxable Value Regular	0	0	0	0	0
Exemption Amount Regular	138,700	127,100	129,000	162,300	149,800
Market Total	138,700	127,100	129,000	162,300	149,800
Assessed Value	138,700	127,100	129,000	162,300	149,800
Market Land	40,600	30,800	26,000	44,800	35,500
Market Improvement	98,100	96,300	103,000	117,500	114,300
Personal Property					

Levy Rate History

Tax Year	Total Levy Rate
2014	13.074286
2013	13.819751
2012	13.250242

Real Property Structures

Description	Type	Year Built	More Information
1 Story w/Basement	Dwelling	1934	View Detailed Structure Information

Property Sales (since 7/31/1999)

Transfer Date	Receipt Date	Sales Price	Excise Number	Deed Type	Grantor (Seller)	Grantee (Buyer)	Other Parcels
11/1/2010	11/8/2010	\$0	421487	W	CHOI SUN DONG & JAY KUM	SNOHOMISH COUNTY	No
8/11/2005	8/12/2005	\$146,000	298410	W	PARK ELLEN EUN-YOUNG	CHOI SUN DONG & JAY KUM	Yes
5/13/2002	5/21/2002	\$159,000	170647	W	HEDLUND LILLIAN M, AUI WATA GLAD1706	CHOI EUN Y	Yes

Property Maps

Neighborhood Code	Township	Range	Section	Quarter	Parcel Map
2616000	29	05	23	SE	View parcel maps for this Township/Range/Section

Receipts

Date	Receipt No.	Amount Applied
04/25/2014 14:28:00	7740931	121.96
10/23/2013 14:41:00	7361922	60.98
05/13/2013 08:22:00	7249967	60.98
04/26/2013 11:37:00	7188194	0.00
10/31/2012 14:09:00	6937594	60.98
07/05/2012 15:20:00	6721866	1,072.62
04/27/2010 10:18:00	5515685	952.37

Events

Effective Date	Entry Date-Time	Type	Remarks
01/11/2011	01/11/2011 11:21:00	The situs address has changed	by sasrrg
12/21/2010	12/21/2010 14:14:00	Tax Bill Recalculation	Entity Tax Exemption for 2010 performed by straml
11/01/2010	11/30/2010 14:33:00	Property Assigned To Transfer/Sale	Property Assigned to Transfer/Sale. Filing No.: 421487, Statutory Warranty Deed by sasset
	11/30/2010		

11/01/2010	09:27:00	Owner Added	Party/Property Relationship by sascaf
11/01/2010	11/30/2010 09:27:00	Owner Terminated	Party/Property Relationship by sascaf
11/01/2010	11/22/2010 10:11:00	Taxpayer Changed	Property Transfer Filing No.: 421487 11/01/2010 by strlrn
11/01/2010	11/08/2010 10:47:00	Excise Processed	Property Transfer Filing No.: 421487, Statutory Warranty Deed 11/01/2010 by strrlw
02/01/2010	02/01/2010 15:11:00	Annexation Completed For Property	CTYLKS ORD 801 - SOUTHWEST ANNEX-added to annexation by batch process 99,133. by SASCJH
08/11/2005	10/05/2005 17:24:00	Property Assigned To Transfer/Sale	Property Assigned to Transfer/Sale. Filing No.: 298410, Statutory Warranty Deed by sasmns
08/11/2005	10/05/2005 17:24:00	Owner Added	Property Transfer Filing No.: 298410 08/11/2005 by sasmns
08/11/2005	10/05/2005 17:24:00	Owner Terminated	Property Transfer Filing No.: 298410 08/11/2005 by sasmns
08/11/2005	08/17/2005 08:39:00	Taxpayer Changed	Property Transfer Filing No.: 298410 08/11/2005 by strsjb
08/11/2005	08/12/2005 13:17:00	Excise Processed	Property Transfer Filing No.: 298410, Statutory Warranty Deed 08/11/2005 by strgss
05/13/2002	07/02/2002 09:04:00	Owner Added	Property Transfer Filing No.: 170647 05/13/2002 by saskmo
05/13/2002	07/02/2002 09:04:00	Owner Terminated	Property Transfer Filing No.: 170647 05/13/2002 by saskmo
05/13/2002	07/02/2002 09:04:00	Property Assigned To Transfer/Sale	Property Assigned to Transfer/Sale. Filing No.: 170647, Statutory Warranty Deed by saskmo
05/13/2002	05/21/2002 11:28:00	Taxpayer Changed	Property Transfer Filing No.: 170647 05/13/2002 by strrjy
05/13/2002	05/21/2002 11:28:00	Excise Processed	Property Transfer Filing No.: 170647, Statutory Warranty Deed 05/13/2002 by strrjy
12/15/2001	12/15/2001 15:46:00	Value Modification	Type: Value Change S/C Back Year, Status: Approved, Tax Year: 1996 by sasdks
12/15/2001	12/15/2001 15:45:00	Tax Code Area Change	Property Maintenance Changed TCA from 03194 TO 03162 for tax year 1996. by sasdks

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Property Account Summary

Parcel Number	29052600101300	Property Address	UNKNOWN UNKNOWN , UNKNOWN,
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Parties - For changes use 'Other Property Data' menu

Role	Percent	Name	Mailing Address
Taxpayer	100	SNOHOMISH CO PROP MGMT	3000 ROCKEFELLER AVE M/S 404, EVERETT, WA 98201
Owner	100	SNOHOMISH CO PROP MGMT	3000 ROCKEFELLER AVE M/S 404, EVERETT, WA 98201
Mortgage Company	100	PARKS	3000 ROCKEFELLER AVE, M/S 404, EVERETT, WA 98201

General Information

Property Description	Section 26 Township 29 Range 05 Quarter NE - E1/2 E1/2 NW1/4 NE1/4 SD SEC 26 EXC N 30FT & EXC E 20FT THOF & EXC ADDL NLY PTN TO SNO CO FOR RD R/W PER SNO CO COUNCIL MOTION NO 10-385 PASSED AUG. 18, 2010
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	00408

Property Characteristics

Use Code	910 Undeveloped (Vacant) Land
Unit of Measure	Acre(s)
Size (gross)	8.37

Related Properties

No Values Found

Active Exemptions

Government Property

No Taxes Owed at this Time. No Charges are currently due.

No Charge Amounts can be reported because no taxes are due for the year this application is processing. No Charge Amounts are due for this property. If you believe this is incorrect, please contact a Property Support Specialist.

Statement of Payable/Paid For Tax Year: 2015

Distribution of Current Taxes

District	Rate	Amount
LAKE STEVENS CITY WMA		957.86
TOTALS		957.86

Property Values

Value Type	Tax Year 2015	Tax Year 2014	Tax Year 2013	Tax Year 2012	Tax Year 2011
Taxable Value Regular	0	0	0	0	0
Exemption Amount Regular	130,300	130,100	186,800	373,200	416,800
Market Total	130,300	130,100	186,800	373,200	416,800
Assessed Value	130,300	130,100	186,800	373,200	416,800
Market Land	130,300	130,100	186,800	373,200	416,800
Market Improvement	0	0	0	0	0
Personal Property					

Levy Rate History

Tax Year	Total Levy Rate
2014	13.074286
2013	13.819751
2012	13.250242

Real Property Structures

Description	Type	Year Built	More Information

Property Sales (since 7/31/1999)

Transfer Date	Receipt Date	Sales Price	Excise Number	Deed Type	Grantor (Seller)	Grantee (Buyer)	Other Parcels
7/31/2002	8/26/2002	\$0	172613	QC	VENTURE PACIFIC PARTNERS INC	VENTURE PACIFIC PARTNERS INC	No
7/31/2002	8/26/2002	\$0	172614	QC	CAVALERO HILL LLC	CAVALERO HILL LLC	No
6/22/2001	6/29/2001	\$1,400,000	460456	W	CAVALERO HILL LLC, A WA LLC	SNOHOMISH CO PROPERTY MGMT	No

Property Maps

Neighborhood Code	Township	Range	Section	Quarter	Parcel Map
2616000	29	05	26	NE	View parcel maps for this Township/Range/Section

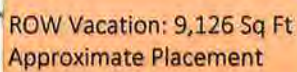
Receipts

Date	Receipt No.	Amount Applied
04/07/2015 00:00:00	8109879	957.86
04/23/2014 09:56:00	7644738	957.86
04/22/2013 00:00:00	7070149	957.86
05/04/2012 09:52:00	6700289	957.86
04/13/2011 09:49:00	5949686	978.77
04/23/2010 10:54:00	5508631	122.00

Events

Effective Date	Entry Date-Time	Type	Remarks
10/15/2010	10/15/2010	Value Modification	Type: Value Change Due to Segregation/Merger, Status:

	14:09:00		Approved, Tax Year: 2011 by sassls
10/13/2010	10/13/2010 10:14:00	Value Modification	Type: Value Change Due to Segregation/Merger, Status: Under Review, Tax Year: 2011 by sassls
10/08/2010	10/08/2010 11:54:00	Property Characteristic Changed	Size (gross) changed from 9.18 to 8.37 in 2011 by sassls
10/08/2010	10/08/2010 11:54:00	Property Characteristic Changed	Surface Water Units changed from 9.18 to 8.37 in 2011 by sassls
10/08/2010	10/08/2010 11:54:00	Property Characteristic Changed	Size (gross) changed from 9.18 to 8.37 in 2010 by sassls
10/08/2010	10/08/2010 11:54:00	Property Characteristic Changed	Surface Water Units changed from 9.18 to 8.37 in 2010 by sassls
04/20/2010	04/20/2010 16:21:00	Tax Bill Recalculation	Manual SWM Charge for 2010 performed by strbls
02/01/2010	02/01/2010 15:11:00	Annexation Completed For Property	CTYLKS ORD 801 - SOUTHWEST ANNEX-added to annexation by batch process 99,133. by SASCJH
07/31/2002	10/10/2002 16:50:00	Property Assigned To Transfer/Sale	Property Assigned to Transfer/Sale. Filing No.: 172614, Quit Claim Deed by sasceh
07/31/2002	10/10/2002 16:49:00	Property Assigned To Transfer/Sale	Property Assigned to Transfer/Sale. Filing No.: 172613, Quit Claim Deed by sasceh
07/31/2002	08/26/2002 14:39:00	Excise Processed	Property Transfer Filing No.: 172614, Quit Claim Deed 07/31/2002 by strplv
07/31/2002	08/26/2002 14:35:00	Excise Processed	Property Transfer Filing No.: 172613, Quit Claim Deed 07/31/2002 by strplv
07/13/2001	07/13/2001 11:56:00	Owner Added	Party/Property Relationship by strrlw
07/13/2001	07/13/2001 11:55:00	Taxpayer Changed	Party/Property Relationship by strrlw
07/12/2001	07/13/2001 11:56:00	Owner Terminated	Party/Property Relationship by strrlw
06/22/2001	06/29/2001 10:51:00	Excise Processed	Property Transfer Filing No.: 460456, Statutory Warranty Deed 06/22/2001 by strrjy
06/22/2001	06/29/2001 10:51:00	Taxpayer Changed	Property Transfer Filing No.: 460456 06/22/2001 by strrjy



LEGAL DESCRIPTION

ALL THAT PORTION OF LOT 1 AND THE WEST HALF OF LOT 2, BLOCK 3, EAST EVERETT 5 ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 36, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

LESS THE SOUTH 10.0 FEET THEREOF;

TOGETHER WITH:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 3, PLAT OF EAST EVERETT 5 ACRE TRACTS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 36, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE NORTH 07°21'33" WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;
THENCE S89°00'00" WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 82.26 FEET TO THE NORTHWEST CORNER OF SAID LOT 1;
THENCE SOUTH 88°22'58" WEST A DISTANCE OF 3.50 FEET;
THENCE SOUTH 07°21'33" EAST PARALLEL WITH SAID WEST LINE OF LOT 1 A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;
THENCE S89°00'00" WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 353.90 FEET TO THE CORNER OF THE 1/4" BRASS DISK, NO PLANCH, 1/4" REAR, DOWN 0.5", DECEMBER 2014;
THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 123.63 FEET TO A POINT OF REVERSE CURVE CONTOUR TO THE EAST, HAVING A RADIUS OF 100.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 116.83 FEET;
THENCE SOUTH 46°04'50" EAST A DISTANCE OF 17.10 FEET;
THENCE SOUTH 07°19'55" EAST A DISTANCE OF 46.05 FEET;
THENCE SOUTH 57°17'53" EAST A DISTANCE OF 27.25 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 11.27 FEET TO THE POINT OF BEGINNING;
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EQUIPMENT & PROCEDURES

METHOD OF SURVEY:
SURVEY PERFORMED BY FIELD TRAVERSE
INSTRUMENTATION:
LEICA TS15 3" ROTATING ELECTRONIC TOTAL STATION
PRECISION:
METERS OR DECIMALS STATE STANDARDS INC. 132-130-080
BASIS OF BEARING:
THE BEARING OF THE CONTIGUOUS OF 79TH AVE. S.E.,
AS THE BEARING OF N 07°21'33" W.

LEGEND

- SET 1/2" X 24" REBAR W/ CAP STAMPED "S. 37536"
- EXISTING REBAR W/ CAP, AS NOTED
- ⊙ FOUND CHASED CONCRETE MONUMENT AS NOTED
- ⊙ POINT OF WAY CENTERLINE

REFERENCES

GROUP 4 RECORD OF SURVEY APR 20070202002
PLAT OF STOKESBERG PH. 2 APR 20140912002
PLAT OF EAST EVERETT 5 ACRE TRACTS VOL. 5, PL. 36

NOTES

- 1.) THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF PARTIES WHOSE NAMES APPEAR HEREIN ONLY, AND DOES NOT EXTEND TO ANY UNNAMED THIRD PARTIES WITHOUT EXPRESS REINTERPRETATION BY THE LAND SURVEYOR.
- 2.) BOUNDARY LINES SHOWN AND CORNERS SET REPRESENT DEED LOCATIONS; OWNERSHIP LINES MAY VARY. NO GUARANTEE OF OWNERSHIP IS EXPRESSED OR IMPLIED BY THIS SURVEY. THE SURVEYOR ASSUMES NO LIABILITY FOR ENCROACHMENTS, AND OCCUPATION WHICH MAY ENTAIL TITLE TO OR USE OF THIS PROPERTY.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2015,
AT _____ M., IN BOOK _____ OF SURVEYS, AT PAGE _____,
_____ , AT THE REQUEST OF PACIFIC COAST SURVEYS, INC.
COUNTY AUDITOR _____ DEPUTY COUNTY AUDITOR _____

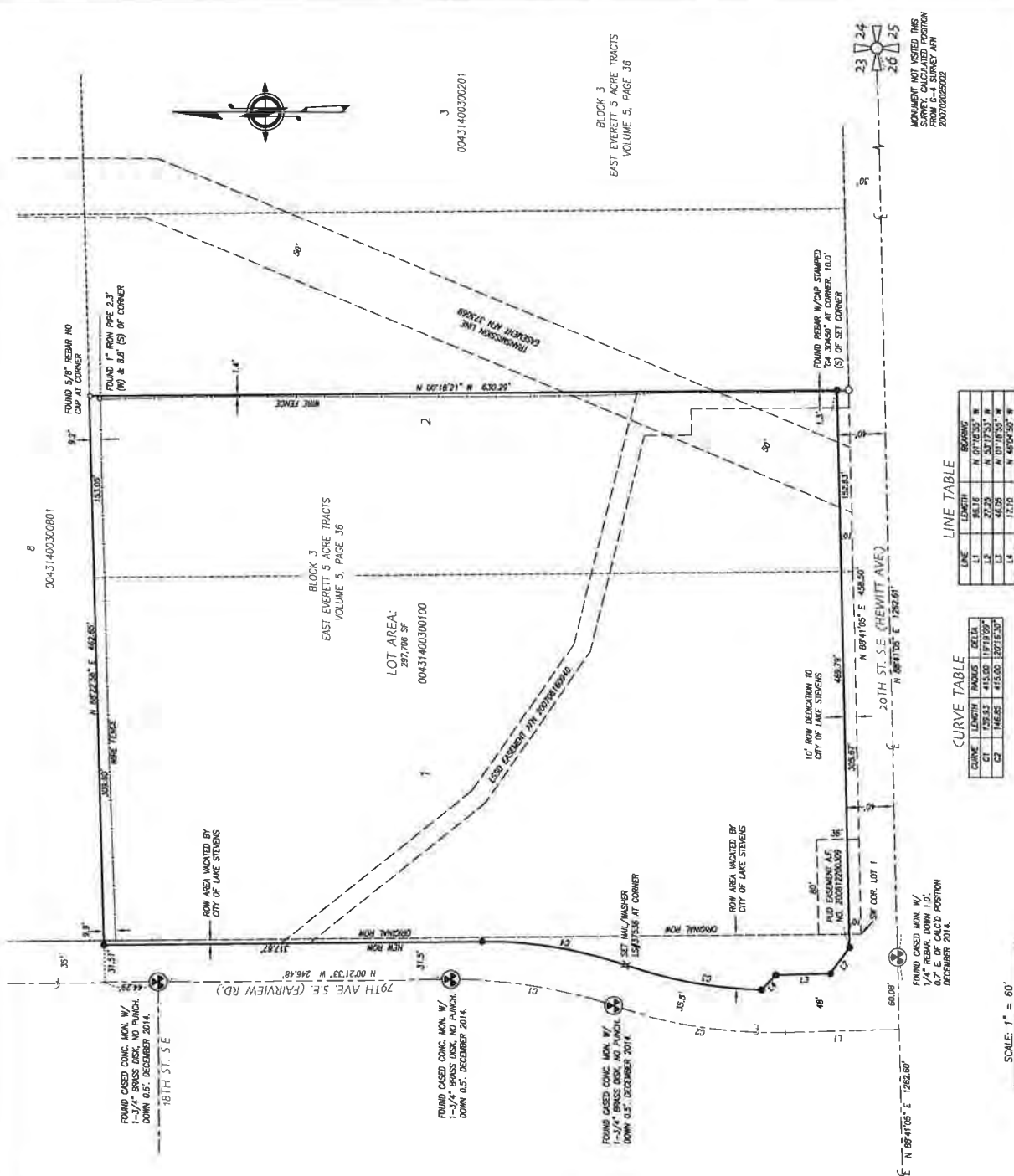
SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF MATT MONAHAN IN APRIL, 2015.
DARREN J. RIDDLE, PLS.
REGISTRATION NO. 37536



Pacific Coast Surveys, Inc.
LAND SURVEYING & MAPPING
P.O. BOX 13619
MILL CREEK, WA 98082
PH: 425-508 4951 FAX 425 357 3577
WWW.PCSURVEYS.NET

RECORD OF SURVEY FOR:
MATT MONAHAN
SE 1/4 & SW 1/4, SE 1/4, SEC. 23, T. 29N., R. 5E., W.M.
DRAWN BY DATE 4.22.15 DRAWING FILE NAME SCALE 1" = 60'
D.J.R. 481818.DWG 14-855



CURVE TABLE

CURVE	LENGTH	ARC	CHORD
C1	116.83	116.83	116.83
C2	146.83	146.83	146.83

LINE TABLE

LINE	LENGTH	BEARING
L1	85.18	N 07°19'55" W
L2	46.05	N 07°19'55" W
L3	44.08	N 07°19'55" W
L4	17.10	N 46°04'50" W



MONUMENT NOT VISITED THIS SURVEY. CALCULATED POSITION FOR SET CORNER APR 20070202002

EXHIBIT "A"

79th Avenue S.E. ROW Vacation

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 3, PLAT OF EAST EVERETT 5 ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 36, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE NORTH 00°21'33" WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°21'33" WEST ALONG SAID WEST LINE A DISTANCE OF 627.86 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 88°22'58" WEST A DISTANCE OF 3.50 FEET; THENCE SOUTH 00°21'33" EAST PARALLEL WITH SAID WEST LINE OF LOT 1 A DISTANCE OF 317.87 FEET TO A POINT OF CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 362.50 FEET, AND A CENTRAL ANGLE OF 19°32'26"; THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 123.63 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 379.50 FEET, AND A CENTRAL ANGLE OF 17°39'15"; THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 116.93; THENCE SOUTH 46°04'50" EAST A DISTANCE OF 17.10 FEET; THENCE SOUTH 01°18'55" EAST A DISTANCE OF 46.05 FEET; THENCE SOUTH 53°17'53" EAST A DISTANCE OF 27.25 FEET; THENCE NORTH 88°41'05" EAST A DISTANCE OF 11.27 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CONTAINING 9,126 SQUARE FEET



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