



City of Lake Stevens Vision Statement



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

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

Tuesday, August 23, 2016 – 7:00 p.m.

NOTE:

WORKSHOP ON VOUCHERS AT 6:45 P.M.

CALL TO ORDER:	7:00 P.M.	Mayor
PLEDGE OF ALLEGIANCE		Council President
ROLL CALL:		
APPROVAL OF AGENDA:		Council President
GUEST BUSINESS:		
COUNCIL BUSINESS:		Council President
MAYOR'S BUSINESS:		
CITY DEPARTMENT REPORT:		
CONSENT AGENDA:		
	*A Approve 2016 Vouchers	Barb
	*B Approve City Council Workshop Meeting Minutes of July 12, 2016	Barb
	*C Approve City Council Regular Meeting Minutes of July 12, 2016	Barb
	*D Approve Interlocal Agreement with Lake Stevens School District re School Resource Officer	Barb
	*E Approve Ordinance 968 re Traffic Violations Bureau Code Amendments	Barb
	*F Approve Interlocal Agreement with Snohomish County re Snohomish County Drug & Gang Task Force	Ralph
	*G Approve Ordinance No. 967 Amending LSMC 9.16 (Criminal Code)	Ralph
	*H Approve Supplemental Agreement No. 3 with Robinson and Noble, Inc. re Grade Road Emergency Repairs	Mick
	*I Authorize Professional Services Agreement with CRUX Diving and Salvage, Inc. for Evaluation of Future Removal of Aerator	Mick

Lake Stevens City Council Regular Meeting Agenda

August 23, 2016

- *J Authorize Professional Service Agreement with Universal Field Services for Hartford Trailhead Right of Way Title Clearing Mick

PUBLIC HEARING:

PUBLIC HEARING FORMAT:

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

- *A Approve Ordinance No. 969 – Administrative Authority Russ

- *B Approve Ordinance No. 970 – Single-Family Impact Fee Deferral Russ

ACTION ITEMS:

- *A Arts Commission Appointment Mayor

- *B Approve Ordinance 955 re Traffic Mitigation Regulations Russ

- *C Visitor Information Center Signage Russ

- *D Approve Resolution 2016-14 Setting Rates and Fees Russ

- E Police Chief Contract Mary

EXECUTIVE SESSION:

- A Real Estate – RCW 42.30.110(1)(b)

- B Collective Bargaining – RCW 42.30.140(4)(a)

ADJOURN

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

Special Needs

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

NOTICE:

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



CITY DEPARTMENT REPORT AUGUST 23, 2016 CITY COUNCIL MEETING

Police Department

- Recruit Officer Schedler has reached his mid-term at the academy
- Officer Alexander Michael will be off FTO August 20, 2016 he will begin working alone August 24th
- Officer Phil Bassett will be off FTO August 29, 2016 and will begin working alone on September 1st
- Our Marine Patrol Boat is in production



- New Hire in Records Kathy Starkenburg
- Working on VIP (Volunteer In Police) Completing backgrounds on applicants
- Have repurposed one of our older vehicles

Public Works Department

- City Boat Launch – The City requested the Department of Fish and Wildlife for help to review the boat launch following the discovery of the most recent damage. The response from Fish and Wildlife was that the ramp is in very poor condition and requires very extensive work. They are looking into potential temporary repair measures.

- Police Department Fencing – The work to install a 6-foot fence around the police station has been completed. This is part of a security measure.
- Grade Road Embankment – the geotechnical wall is under way with the foundation work beginning on the 15th of August. Soil conditions continue to appear good and work on the wall is expected to be completed in 3 to 4 weeks. The target is still to get the roadway reopened this year. Some of the work, which includes wetland and in-stream work, may need to be held over to next year.
- Lake Sludge – the City has received some reports from the Northshore area of a “sludge” material. This is currently under investigation but appears to be a natural deposit of organics which appear when the lake level gets low. The City did perform milfoil treatment earlier this month but this would not result in this material so quickly after a treatment.
- Zooplankton Analysis Study – The City is working with Snohomish County on a scope to perform a zooplankton study within the Lake. Zooplankton are very small animals that are one of the prime food sources for fish and an indicator of a healthy lake. The study would focus on potential impacts of the Alum treatment on these animal to help determine the best time to perform the application.
- Signs of a Healthy Lake! – Staff was performing some inspections on the lake and came across a very large blob in the shallow water. This is a Bryozoa, which is an aquatic animal. Bryozoas filter water for their food like sponges and feed on small micro-organisms. The blob in the picture is a colony found in the lake last week. Colonies have been found in the lake for years but seem to be popping up more frequently. The importance of this is that these animals are generally indicative of moderate to good water quality.



Human Resources Department

- Senior Accountant, Josh Roundy started on 8/16/2016.
- Associate Planner, Dillon Roth started on 8/22/2016.
- Parks & Recreation Coordinator, James Haugen started on 8/22/2016.
- Prothman & Co. has begun the recruitment for City Administrator. Recruitment closes on 9/11/2016.
- Our new Police Chief, John Dyer starts on 9/19/2016.
- The Public Works Department is reviewing applications for the new Equipment Mechanic position.
- H.R. is preparing for another round of Police Officer oral boards in September/October.
- H.R. is in the process of conducting a hazardous chemical inventory in all City facilities.

BLANKET VOUCHER APPROVAL
2016

Payroll Direct Deposits	7/15/2016, 8/1/2016, 8/15/2016	\$483,668.67
Payroll Checks	40770-40774, 40861- 40864, 40936-40939	\$20,075.70
Tax Deposit(s)	7/15/2016, 8/1/2016, 8/15/2016	\$202,283.23
Electronic Funds Transfers	ACH	\$221,483.38
Claims	40768-40769, 40775- 40860, 40865-40935, 40940-40968	\$875,287.20
Void Checks		
Total Vouchers Approved:		\$1,802,798.18

This 23rd day of August 2016:

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

Finance Director/Auditing Officer

Mayor

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

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember



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Checks to be Approved for 7/8/2016 to 8/17/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount		
Ace Hardware	40777	Check Total						\$319.70	
		7/25/2016	50974	101-016-544-90-31-02	ST-Operating Cost	Key Stem/Faucet/thread seal tape	\$11.85		
				410-016-531-10-31-02	SW-Operating Costs	Key Stem/Faucet/thread seal tape	\$11.85		
			51123	001-008-521-20-31-01	LE-Operating Costs	Duct Tape/buckets	\$22.81		
			51142	001-010-576-80-31-00	PK-Operating Costs	Water Key	\$13.05		
			51147	001-013-594-18-60-01	GG - Lundeen House Capital	Wood screws for mounting TV at VIC	\$14.05		
			51165	101-016-544-90-31-02	ST-Operating Cost	Pliers/Aluminum fence tie	\$32.64		
				410-016-531-10-31-02	SW-Operating Costs	Pliers/Aluminum fence tie	\$32.65		
			51172	101-016-544-90-31-02	ST-Operating Cost	Keys	\$2.98		
				410-016-531-10-31-02	SW-Operating Costs	Keys	\$2.98		
			51218	001-013-518-20-31-00	GG-Operating	Hemlock strips to secure Family Center Windows	\$17.38		
			51255	001-012-575-50-31-00	CS-Community Center-Ops	Paint supplies for Community Center	\$39.96		
			51289	001-008-521-20-31-01	LE-Operating Costs	RainX/Car wash supplies	\$44.59		
			51310	101-016-542-64-31-00	ST-Traffic Control - Supply	Supplies for sign installation	\$72.91		
	40871	Check Total						\$149.49	
		8/9/2016	51329	001-012-575-50-31-00	CS-Community Center-Ops	Concrete patch Community Center walkway	\$25.04		
			51334	001-010-576-80-31-00	PK-Operating Costs	Spray paint for Barge built to repair docks	\$38.04		
			51343	001-012-575-50-31-00	CS-Community Center-Ops	Hinges for Community Center restroom doors	\$41.89		
			51398	001-010-576-80-31-00	PK-Operating Costs	Tarp for painting garbage cans	\$8.70		
			51424	001-008-521-20-31-01	LE-Operating Costs	Caribiner Paracord	\$5.42		
			51438	001-008-521-20-31-01	LE-Operating Costs	Battery/keys	\$10.86		
			51480	001-008-521-20-31-01	LE-Operating Costs	Keys	\$19.54		
		40942	Check Total						\$173.49
			8/17/2016	51372	001-013-518-20-31-00	GG-Operating	Mold inhibitor/key ring	\$14.68	
				51390	101-016-544-90-31-02	ST-Operating Cost	CM Mech tool set PW 47	\$108.89	
	51392			410-016-531-10-31-02	SW-Operating Costs	Hose adaptors & Hose	\$49.92		
	ACES	40778	Check Total						\$329.00
			7/25/2016	11770VM	001-005-517-60-31-00	HR-Safety Program	Safety Mtg: Whats your excuse	\$74.78	
					101-016-517-60-31-00	ST-Safety Program	Safety Mtg: Whats your excuse	\$127.11	
					410-016-517-60-31-00	SW-Safety Program	Safety Mtg: Whats your excuse	\$127.11	
	Advantage Building Services	40779	Check Total						\$651.70
			7/25/2016	2377	001-007-558-50-41-00	PL-Professional Servic	Janitorial Services	\$28.75	



Checks to be Approved for 7/8/2016 to 8/17/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount	
Advantage Building Services	40779	7/25/2016	2377	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)	
	40943	Check Total						\$931.00
		8/17/2016	2463	001-007-558-50-41-00	PL-Professional Service	Janitorial Services	\$30.00	
				001-007-559-30-41-00	PB-Professional Srv	Janitorial Services	\$30.00	
				001-008-521-20-41-00	LE-Professional Services	Janitorial Services	\$315.00	
				001-010-576-80-41-00	PK-Professional Services	Janitorial Services	\$20.00	
				001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Services	\$120.00	
				001-013-518-20-41-00	GG-Professional Service	Janitorial Services	\$280.00	
				101-016-542-30-41-02	ST-Professional Service	Janitorial Services	\$20.00	
				410-016-531-10-41-01	SW-Professional Services	Janitorial Services	\$20.00	
		621-000-386-00-00-00	Retainage -Public Bldg Maint	Retainage-Advantage svcs	(\$41.75)			
		2490	001-007-558-50-41-00	PL-Professional Service	Janitorial Services-underbilled Feb-June	\$6.25		
			001-007-559-30-41-00	PB-Professional Srv	Janitorial Services-underbilled Feb-June	\$6.25		
			001-008-521-20-41-00	LE-Professional Services	Janitorial Services-underbilled Feb-June	\$75.00		
			001-010-576-80-41-00	PK-Professional Services	Janitorial Services-underbilled Feb-June	\$4.20		
			001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Services-underbilled Feb-June	\$25.00		
			001-013-518-20-41-00	GG-Professional Service	Janitorial Services-underbilled Feb-June	\$20.00		
			101-016-542-30-41-02	ST-Professional Service	Janitorial Services-underbilled Feb-June	\$4.15		
			410-016-531-10-41-01	SW-Professional Services	Janitorial Services-underbilled Feb-June	\$4.15		
			621-000-386-00-00-00	Retainage -Public Bldg Maint	Janitorial Services-underbilled Feb-June	(\$7.25)		
AFLAC	0	Check Total					\$1,462.24	
		8/9/2016	08/01/2016	001-000-284-00-00-00	Payroll Liability Other	Employee paid Insurance Prem	\$1,462.24	
Agreement Dynamics Inc	40780	Check Total					\$5,074.17	
		7/25/2016	4767	001-010-576-80-41-00	PK-Professional Services	Collaborative Bargaining training services	\$1,014.83	
				101-016-542-30-41-02	ST-Professional Service	Collaborative Bargaining training services	\$2,029.67	



Checks to be Approved for 7/8/2016 to 8/17/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount
Agreement Dynamics Inc	40780	7/25/2016	4767	410-016-531-10-41-01	SW-Professional Services	Collaborative Bargaining training services	\$2,029.67
Alexander Printing	40781						Check Total
							\$309.04
		7/25/2016	47567	001-004-514-23-31-00	FI-Office Supplies	#10 Security Window Envelopes	\$179.09
				001-007-558-50-31-00	PL-Office Supplies	#10 Envelopes	\$64.98
				001-013-518-20-31-00	GG-Operating	#10 Envelopes	\$64.97
Amec Foster Wheeler Environmental Inc	40782						Check Total
							\$4,000.00
		7/25/2016	S27721677	101-016-542-30-41-02	ST-Professional Service	Professional Services - 4th St Phase I	\$4,000.00
Jennifer Anderson	40872						Check Total
							\$389.00
		8/9/2016	7/19/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem for 1st Level Supervision training-J Anderson	\$389.00
Assoc of Washington Cities EFT	0						Check Total
							\$98,663.81
		8/9/2016	08/01/16	001-000-283-00-00-00	Payroll Liability Medical	Medical Insurance Premium	\$98,663.95
				001-013-518-30-20-00	GG-Benefits	Medical Insurance Premium	(\$0.14)
Wayne Aukerman	40873						Check Total
							\$389.00
		8/9/2016	7/19/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem for 1st Level Supervision training-Aukerman	\$389.00
James Barnes	40783						Check Total
							\$41.43
		7/25/2016	7/13/16 req	001-008-521-20-31-01	LE-Operating Costs	Detective Tool Box	\$41.43
Ben Ko Matic Company	40776						Check Total
							\$838.53
		7/14/2016	00079700	101-016-542-30-48-00	ST-Repair & Maintenance	Repair on PW11	\$419.26
				410-016-531-10-48-00	SW-Repairs & Maintenance	Repair on PW11	\$419.27
Blumenthal Uniform Co Inc	40784						Check Total
							\$294.88
		7/25/2016	005612479	001-008-521-20-26-00	LE-Clothing	Jacket - Barnes	\$294.88
	40874						Check Total
							\$408.69
		8/9/2016	005659799	001-008-521-20-26-00	LE-Clothing	Name Plate - Schedler	\$29.29
			005659819	001-008-521-20-26-00	LE-Clothing	Trouser Belt - Micheal	\$28.44
			005659820	001-008-521-20-26-00	LE-Clothing	Sample jacket	\$180.16
			005683112	001-008-521-80-30-00	LE - Evidence Room - Supplies	Nik Test - Methamphetamine	\$86.22
			005698171	001-008-521-80-30-00	LE - Evidence Room - Supplies	Nik Test - Opiates	\$84.58
Ron Brooks	40944						Check Total
							\$32.00
		8/17/2016	7/29/16 req	001-008-521-21-43-00	LE-Boating-Travel	Per Diem for Marine Law Conference Everett- R Brooks	\$32.00



Checks to be Approved for 7/8/2016 to 8/17/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount
Kandy Brown	40875					Check Total	\$170.27
		8/9/2016	7/28/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Food for Aquafest workers & mileage	\$170.27
Business Card	40785					Check Total	\$6,919.81
		7/25/2016	0568 7/16	001-007-558-50-31-00	PL-Office Supplies	DisplayPort to DVI Active Cable	\$38.78
				001-007-558-50-41-03	PL-Advertising	Postcard mailing-LUA2016-0071 McKay	\$60.51
					PL-Advertising	Postcard Mailing-LUA2016-0073 SVR	\$20.77
					PL-Advertising	Postcard mailing-Hartford ROW	\$27.03
					PL-Advertising	Postcard mailing-LUA2016-0076 Skyline	\$83.72
					PL-Advertising	Postcard Mailing-Steiner	\$25.33
				001-007-558-70-41-00	PL-Economic Devel	Western Conference & Deal Making - Ashe	\$350.00
			3880 7/16	001-001-513-10-43-00	Executive - Travel & Mtgs	Collaborative Bargaining Training	\$31.00
				001-001-513-10-49-05	Executive - Board/Staff Apprec	Planning Appreciation luncheon	\$170.18
				001-002-513-11-43-00	AD-Travel & Meetings	Sno Co City Managers mtg	\$15.79
					AD-Travel & Meetings	Collaborative Bargaining Training	\$31.00
					AD-Travel & Meetings	Thank you for interview participation	\$54.44
				001-005-518-10-43-00	HR-Travel & Meetings	Collaborative Bargaining Training	\$31.00
				001-008-521-20-43-00	LE-Travel & Meetings	Collaborative Bargaining Training	\$31.00
				001-010-576-80-43-00	PK-Travel & Meetings	Collaborative Bargaining Training	\$12.08
				101-016-542-30-32-00	ST-Fuel	Fuel for travel toTransportation mtg	\$36.92
				101-016-543-30-43-00	ST-Travel & Meetings	Collaborative Bargaining training	\$211.03
					ST-Travel & Meetings	Transportation mtg	\$99.56
				410-016-531-10-43-00	SW-Travel & Meetings	Collaborative Bargaining Training	\$211.03
			4396 7/16	001-004-514-23-31-00	FI-Office Supplies	Cash Drop box	\$125.55
				001-004-514-23-49-01	FI-Staff Development	WFOA conference registration - Stevens	\$325.00
				001-007-558-50-41-03	PL-Advertising	Help wanted - Associate Planner	\$145.00
				001-008-521-20-43-00	LE-Travel & Meetings	Police Chief Interview lunch	\$329.87
				101-016-542-30-41-01	ST-Advertising	Help wanted - Equipment Mechanic	\$45.00
			8060 7/16	001-010-576-80-31-04	PK-North Cove Park Ops	Floats for N Cove dock	\$296.44
				001-013-594-18-60-01	GG - Lundeen House Capital	Grand opening ribbon for VIC	\$29.50
					GG - Lundeen House Capital	Exit signs for VIC	\$123.33
					GG - Lundeen House Capital	Supplies for VIC	\$11.47
					GG - Lundeen House Capital	Kitchen supplies for VIC	\$58.78



Checks to be Approved for 7/8/2016 to 8/17/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount
Business Card	40785	7/25/2016	8060 7/16	001-013-594-18-60-01	GG - Lundeen House Capital	Restroom signs for VIC	\$40.00
					GG - Lundeen House Capital	Literature rack for VIC	\$347.26
				101-016-543-30-41-02	ST-Software Maint & Support	Software support for CAD Professional	\$212.08
				101-016-543-30-42-00	ST-Communications	Postge for JARPA application	\$11.48
				101-016-543-30-43-00	ST-Travel & Meetings	Parking - P2S1 - Monken/Emerson	\$12.00
				101-016-544-90-31-02	ST-Operating Cost	Yellow Caution Tape	\$29.92
					ST-Operating Cost	Rubber coated work gloves	\$144.00
					ST-Operating Cost	Tyvek Disposable Coveralls	\$113.23
				410-016-531-10-31-02	SW-Operating Costs	Rubber coated work gloves	\$144.00
					SW-Operating Costs	Yellow Caution Tape	\$29.93
					SW-Operating Costs	Tyvek Disposable Coveralls	\$113.22
				410-016-531-10-41-04	SW-Software Maint & Support	Software support for CAD Professional	\$212.07
				410-016-531-10-42-00	SW-Communications	Postge for JARPA application	\$11.47
			8416 7/16	001-008-521-20-43-00	LE-Travel & Meetings	Coffee for Oral Boards	\$45.56
					LE-Travel & Meetings	Refreshments for Oral Boards	\$86.00
					LE-Travel & Meetings	Refreshements for Oral Boards	\$27.32
				001-008-521-40-49-01	LE-Staff Development	IPMBA Mbrshp - Warbis	\$70.00
					LE-Staff Development	IPMBA Mbrshp - Wells	\$70.00
					LE-Staff Development	IPMBA Mbrshp - Summers	\$70.00
			8877 7/16	001-008-521-20-31-01	LE-Operating Costs	3 Bike Trunk Rack	\$185.12
					LE-Operating Costs	Duty Belt pouches	\$60.54
					LE-Operating Costs	Bike lights	\$99.92
					LE-Operating Costs	Transcription services	\$119.20
				001-008-521-20-31-04	LE - Donation Exp - Other	WLEEA Advisors 2016 Summer Academy	\$100.00
				001-008-521-20-41-00	LE-Professional Services	Database searches	\$54.45
				001-008-521-20-43-00	LE-Travel & Meetings	Refreshments for Dept BBQ	\$100.30
					LE-Travel & Meetings	Aluminum foil	\$8.04
					LE-Travel & Meetings	Refreshments for Chiefs reception	\$687.39
					LE-Travel & Meetings	Airfare to NASRO Conference	\$346.20
				001-008-521-21-31-00	LE-Boating Operating	Autotether Marine	\$338.00
Canon Financial Services Inc	40876	Check Total					\$102.39
		8/9/2016	16301657	101-016-542-30-45-00	ST-Rentals-Leases	Contract services Canon copier - City Shop	\$51.20



Checks to be Approved for 7/8/2016 to 8/17/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount
Canon Financial Services Inc	40876	8/9/2016	16301657	410-016-531-10-45-01	SW-Rentals-Leases	Contract services Canon copier - City Shop	\$51.19
Carquest Auto Parts Store	40786	Check Total \$55.58					
		7/25/2016	2421-242746	101-016-544-90-31-02	ST-Operating Cost	Wire	\$14.42
			2421-242751	001-010-576-80-31-00	PK-Operating Costs	Grease	\$13.72
				101-016-544-90-31-02	ST-Operating Cost	Grease	\$13.72
				410-016-531-10-31-02	SW-Operating Costs	Grease	\$13.72
David Carter	40787	Check Total \$215.00					
		7/25/2016	7/16/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Travel expense reimbursment-Carter	\$215.00
	40877	Check Total \$32.00					
		8/9/2016	7/29/16 req	001-008-521-21-43-00	LE-Boating-Travel	Per Diem for Marine Law Conference - Carter	\$32.00
CDW Government Inc	40788	Check Total \$523.75					
		7/25/2016	DMW8409	001-013-594-18-60-01	GG - Lundeen House Capital	Mounting bracket for VIC	\$211.09
			DNJ1134	001-008-521-20-31-01	LE-Operating Costs	Computer Power adapter for Patrol Car	\$156.33
			DNN5498	001-008-521-20-31-01	LE-Operating Costs	Computer Power adapter for Patrol Car	\$156.33
City of Everett	40789	Check Total \$240.00					
		7/25/2016	I16001476	410-016-531-10-41-01	SW-Professional Services	Fecal coliform testing	\$240.00
	40945	Check Total \$1,480.00					
		8/17/2016	I16001834	001-008-554-30-51-00	LE-Environmental-Animal Contro	Animal shelter services - June 2016	\$1,480.00
City of Marysville	40790	Check Total \$9,404.72					
		7/25/2016	16-011	001-013-512-50-41-00	GG-Municipal Court Fees	Municipal Court fees June 2016	\$9,404.72
	40878	Check Total \$315.00					
		8/9/2016	POLIN11-0649	001-008-523-60-51-00	LE-Jail	Prisoner Housing SCORE - March 2016	\$315.00
Code Publishing Co Inc	40879	Check Total \$966.05					
		8/9/2016	53818	001-003-514-20-41-00	CC-Professional Services	Municipal Code update - Ordinance 957	\$966.05
Columbia Ford Lincoln Mercury	40768	Check Total \$25,932.79					
		7/8/2016	3-G1757	530-016-594-48-60-00	Purchase Of Capital Equipment	2016 Ford Transit 7 passenger van PW49	\$25,932.79
Comcast	40791	Check Total \$136.18					
		7/25/2016	6/16 0991976	001-012-557-30-40-01	CS - VIC Utilities	Internet services at VIC	\$136.18
	40880	Check Total \$314.02					
		8/9/2016	7/16 0808840	001-010-576-80-42-00	PK-Communication	Internet services - City Shop	\$25.40



Checks to be Approved for 7/8/2016 to 8/17/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount	
Comcast	40880	8/9/2016	7/16 0808840	101-016-543-30-42-00	ST-Communications	Internet services - City Shop	\$25.39	
				410-016-531-10-42-00	SW-Communications	Internet services - City Shop	\$25.39	
			7/16 0810218	001-008-521-20-42-00	LE-Communication	Internet services - N Lakeshore Dr	\$86.18	
			7/16 0827887	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic signal control	\$151.66	
	40881	Check Total						\$115.68
	8/9/2016	7/16 0692756	001-008-521-20-42-00	LE-Communication	Internet services - Market Place	\$115.68		
Comdata Corporation	40882	Check Total						\$527.60
		8/9/2016	20252741	001-008-521-20-32-00	LE-Fuel	Fuel	\$246.38	
				001-008-521-21-32-00	LE-Boating-Fuel	Fuel - Boat	\$116.20	
			20253582	001-008-521-20-32-00	LE-Fuel	Fuel	\$165.02	
Concrete Norwest	40792	Check Total						\$838.86
		7/25/2016	1478819	101-016-542-67-41-00	ST-Street Cleaning	Street sweeping debris disposal	\$81.97	
				410-016-531-10-41-03	SW-Street Cleaning	Street sweeping debris disposal	\$81.97	
		1481469	101-016-542-67-41-00	ST-Street Cleaning	Street sweeping debris disposal	\$174.19		
			410-016-531-10-41-03	SW-Street Cleaning	Street sweeping debris disposal	\$174.19		
		1481679	101-016-542-67-41-00	ST-Street Cleaning	Street sweeping debris disposal	\$163.27		
			410-016-531-10-41-03	SW-Street Cleaning	Street sweeping debris disposal	\$163.27		
	40883	Check Total						\$334.63
		8/9/2016	1485175	101-016-544-90-31-02	ST-Operating Cost	Building sand	\$167.32	
	410-016-531-10-31-02			SW-Operating Costs	Building sand	\$167.31		
Crystal and Sierra Springs	40793	Check Total						\$349.55
		7/25/2016	5249844070116	001-007-558-50-31-01	PL-Operating Costs	Bottled Water	\$17.32	
				001-007-559-30-31-01	PB-Operating Cost	Bottled Water	\$17.32	
				001-013-518-20-31-00	GG-Operating	Bottled Water	\$79.28	
				101-016-544-90-31-02	ST-Operating Cost	Bottled Water	\$117.81	
				410-016-531-10-31-02	SW-Operating Costs	Bottled Water	\$117.82	
Curvature	40794	Check Total						\$1,022.23
		7/25/2016	558191	001-013-594-18-60-01	GG - Lundeen House Capital	Ethernet switch for VIC	\$1,022.23	
Cuz Concrete Products Inc	40795	Check Total						\$97.45
		7/25/2016	237354	410-016-531-10-31-02	SW-Operating Costs	Concrete Catch Basin	\$97.45	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount
DAH Corporation	40796						Check Total
							\$5,049.00
	40884	7/25/2016	CW192309	001-006-518-80-41-00	IT-Professional Services	IT Consulting - BTAP Project	\$5,049.00
		8/9/2016	CW193019	001-006-518-80-41-00	IT-Professional Services	IT consulting	\$2,160.00
Daily Journal of Commerce Inc	40797						Check Total
							\$98.80
		7/25/2016	3314582	101-016-542-30-41-01	ST-Advertising	Request for Bids-Shoulder Widening	\$63.80
			3314829	101-016-542-30-41-01	ST-Advertising	Request for Bids-Shoulder Widening	\$35.00
Mark Daniel	40946						Check Total
							\$436.58
		8/17/2016	7/28/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Travel expense reimb for Police Cheif interviews	\$436.58
Dataquest LLC	40885						Check Total
							\$161.00
		8/9/2016	CILKST20160731	001-005-518-10-41-00	HR-Professional Services	New employee background checks	\$161.00
Dept of Emergency Management	40798						Check Total
							\$8,609.25
		7/25/2016	I000410352	001-013-525-10-51-00	GG-Emergency	Q3 2016 Emergency Services	\$8,609.25
Dept of Labor and Industries	0						Check Total
							\$31,177.34
		7/25/2016	Q2 2016	001-000-281-00-00-00	Payroll Liability Taxes	Q2 2016 Worker Compensation	\$30,700.01
				001-008-521-20-24-00	LE-Workmans Compensation	Q2 2016 Worker Compensation	\$4.74
				001-010-576-80-24-00	PK-Workmans Compensation	Q2 2016 Worker Compensation	\$159.00
				001-013-518-30-24-00	GG-Workers Compensation	Q2 2016 Worker Compensation	\$0.98
				101-016-542-30-24-00	ST-Workmans Compensation	Q2 2016 Worker Compensation	\$161.33
				410-016-531-10-24-00	SW-Workmans Compensation	Q2 2016 Worker Compensation	\$151.28
Dept of Licensing	0						Check Total
							\$1,305.00
		7/25/2016	1755-1835	633-008-586-00-00-00	Gun Permit - State Remittance	Weapons licensing May 2016	\$1,305.00
	40870						Check Total
							\$619.33
		8/4/2016	58174D	530-016-594-48-60-00	Purchase Of Capital Equipment	Licensing for Tiger Mower	\$619.33
Dept of Retirement (Deferred Comp)	0						Check Total
							\$7,275.00
		7/14/2016	7/15/16	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,425.00
		8/9/2016	08/01/2016	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,425.00
		8/11/2016	08/15/16	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,425.00
Dept of Retirement PERS LEOFF	0						Check Total
							\$68,731.34
		8/9/2016	08/01/2016	001-000-282-00-00-00	Payroll Liability Retirement	PERS LEOFF Contributions	\$68,731.34



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount
Dept of Revenue	0						Check Total
		7/25/2016	June 2016	001-013-518-90-49-06	GG-Excise Tax	June 2016 Excise Taxes	\$302.93
				510-006-594-18-64-00	Capital - Purch Computer Equip	June 2016 UseTaxes	\$65.11
		8/17/2016	July 2016	001-008-521-20-31-01	LE-Operating Costs	July 2016 Use taxes	\$48.95
				001-013-518-90-49-06	GG-Excise Tax	July 2016 Excise Taxes	\$312.91
	40799						Check Total
		7/25/2016	Q2 2016	633-013-586-00-00-05	Leasehold Excise Tax Remit	Q2 2016 Leasehold Excise Tax	\$1,011.11
Dicks Towing Inc	40800						Check Total
		7/25/2016	157566	001-008-521-80-40-01	LE - Evidence Impound	Evidence towing case 16-12566	\$125.58
	40886		157844	001-008-521-80-40-01	LE - Evidence Impound	Evidence towing case 16-012831	\$125.58
		8/9/2016	157572	001-008-521-80-40-01	LE - Evidence Impound	Evidence Towing Case 2016-014125	\$125.58
Discount Fence	40887						Check Total
		8/9/2016	1178	101-016-542-30-48-00	ST-Repair & Maintenance	Main Street fencing repair & replacement	\$11,299.46
	40947			621-000-386-00-00-02	Retainage - Other PW Project	Discount Fence	(\$564.97)
		8/17/2016	8/3/16	621-016-586-00-00-03	Retainage Release - Other PW	Retainage payout-Discount fence	\$2,228.58
Kelly DuByne	40769						Check Total
		7/8/2016	Retainer	001-013-518-20-41-00	GG-Professional Service	Space Planning/Interior Design services retainer	\$3,800.00
John Dyer	40801						Check Total
		7/25/2016	7/13/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Travel expense reimb for Police Chief Interview	\$1,758.66
Electronic Federal Tax Pmt System EFTPS	0						Check Total
		7/14/2016	07/15/16	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$66,173.29
		8/9/2016	08/01/2016	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$59,605.47
		8/11/2016	08/15/16	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$76,504.47
Electronic Business Machines	40888						Check Total
		8/9/2016	AR45200	001-013-518-20-48-00	GG-Repair & Maintenance	Copier Maintenance & Repair	\$372.01
			AR45686	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Copier Maintenance & Repair	\$181.45
Employment Security Department	40889						Check Total
		8/9/2016	Q2/2016	501-000-517-60-49-00	Payment to Claimants	Q2 2016 Payments to claimants	\$2,923.99



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount
Epic Events and Promotion Inc	40802	Check Total					\$2,280.60
		7/25/2016	8/19/16	001-012-573-20-31-00	CS-Arts Commission	Movie on the Lake 8/19/16	\$2,280.60
Everett Stamp Works	40803	Check Total					\$109.50
		7/25/2016	19089	001-007-558-50-31-01	PL-Operating Costs	Nameplate - Place/Terry/Guzman/Lauer/Reeves	\$68.14
				001-012-572-20-31-00	CS-Library-Office & Operating	Nameplate - Stone	\$13.63
				001-012-573-20-31-00	CS-Arts Commission	Nameplate - Scott	\$13.63
			19093	001-003-514-20-31-00	CC-Office Supply	Nameplate - Kira	\$14.10
	40890	Check Total					\$58.21
		8/9/2016	19027	001-013-594-18-60-01	GG - Lundeen House Capital	Silver Plate Sign at VIC	\$58.21
Evergreen Lock & Key	40948	Check Total					\$85.00
		8/17/2016	8/10/16	001-008-521-21-48-00	LE-Boating Repair & Maint	Repair broken key in Wahoo Ignition	\$85.00
Feldman and Lee	40891	Check Total					\$9,000.00
		8/9/2016	July 2016	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender Services July 2016	\$9,000.00
Financial Consulting Solutions Group	40892	Check Total					\$3,094.25
		8/9/2016	2563-21607123	001-004-514-23-41-00	FI-Professional Service	Lake Stevens Strategic Financial Plan	\$3,094.25
Brandon Fiske	40893	Check Total					\$204.00
		8/9/2016	7/21/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem - Incident response training-Fiske	\$204.00
Donna Foster	40894	Check Total					\$494.62
		8/9/2016	36908	001-012-573-20-31-00	CS-Arts Commission	Music on the Lake Posters	\$104.34
			36945	001-010-576-80-31-10	PK - Boat Launch Expenses	Boat launch parking envelopes	\$390.28
Frontier	40804	Check Total					\$147.49
		7/25/2016	7/16 4253340835	001-013-518-20-42-00	GG-Communication	Telephone services	\$29.70
				101-016-543-30-42-00	ST-Communications	Telephone services	\$29.71
				410-016-531-10-42-00	SW-Communications	Telephone services	\$29.71
			7/16 4253979674	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic Control modem	\$58.37
Glens Welding and Machine Inc	40895	Check Total					\$76.23
		8/9/2016	S8788	001-010-576-80-45-00	PK-Equipment Rental	Sod cutter rental	\$76.23
Good To Go	40896	Check Total					\$13.75
		8/9/2016	TB-162628325	001-002-513-11-43-00	AD-Travel & Meetings	Toll Bill - PW41 Taurus -Swensen	\$2.75
			TB-162704867	001-008-521-20-43-00	LE-Travel & Meetings	Toll Bill - Schedler	\$11.00



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount	
Grainger	40805						Check Total	\$112.94
		7/25/2016	9154574348	001-013-594-18-60-01	GG - Lundeen House Capital	First Aid kit for VIC	\$97.88	
			9161266300	001-010-576-80-31-00	PK-Operating Costs	Disinfecting Wipes	\$5.02	
				101-016-544-90-31-02	ST-Operating Cost	Disinfecting Wipes	\$5.02	
				410-016-531-10-31-02	SW-Operating Costs	Disinfecting Wipes	\$5.02	
	40897						Check Total	\$146.74
		8/9/2016	9173570731	101-016-544-90-31-02	ST-Operating Cost	Marine Pump/Sports drink mix	\$73.37	
				410-016-531-10-31-02	SW-Operating Costs	Marine Pump/Sports drink mix	\$73.37	
Granite Construction Supply	40806						Check Total	\$576.19
		7/25/2016	262_00063905	001-010-576-80-31-00	PK-Operating Costs	No Watercraft signs	\$266.81	
			262_00063906	101-016-542-64-31-00	ST-Traffic Control - Supply	Steet signs	\$87.12	
			262_00063912	101-016-544-90-31-02	ST-Operating Cost	Silt fence/posts/wire	\$222.26	
	40898						Check Total	\$1,421.15
		8/9/2016	262_00064235	101-016-542-70-31-00	ST-Roadside - Supply	Traffic & street signs	\$245.03	
			262_00064291	101-016-542-64-31-00	ST-Traffic Control - Supply	Barricades	\$1,176.12	
Chris L Griffen	40807						Check Total	\$862.50
		7/25/2016	6Z0282238	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services	\$300.00	
			6Z0338085	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services	\$262.50	
			6Z0380908	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services	\$300.00	
Group Health Coop	40899						Check Total	\$1,642.00
		8/9/2016	74010476	001-008-521-20-41-00	LE-Professional Services	New employee medical screening	\$1,642.00	
Gavin Heinemann	40900						Check Total	\$204.00
		8/9/2016	7/21/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem-Incident response training-Heinemann	\$204.00	
Michael Hingtgen	40808						Check Total	\$204.00
		7/25/2016	7/21/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem: Terrorist bombing response training-Hingtgen	\$204.00	
	40901						Check Total	\$389.00
		8/9/2016	7/19/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem-First Level Supervision training-Hingtgen	\$389.00	
Hoglund's Top Shop	40809						Check Total	\$245.70
		7/25/2016	0060452	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Window tint PT50	\$245.70	
Home Depot	40902						Check Total	\$22.74
		8/9/2016	14009	101-016-595-64-63-00	ST-Traffic Control-Capital	Ped Beacon	\$22.74	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount
Honey Bucket	40810						Check Total
		7/25/2016	05500570405	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket Rental - Swim beach	\$117.50
			0550057406	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket Rental - Boat Launch	\$214.00
	40949						Check Total
		8/17/2016	0550081053	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket rental - Swim beach	\$117.50
			0550081054	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket rental - Boat Launch	\$359.00
Casey Howell	40811						Check Total
		7/25/2016	7/5/16 req	001-007-559-30-49-01	PB-Staff Development	Permit Technician Exam Fee - Howell	\$199.00
Kristen Hunt	40812						Check Total
		7/25/2016	7/7/16 req	001-013-594-18-60-01	GG - Lundeen House Capital	Nameplates for VIC Art	\$32.67
Theodore Hunter	40813						Check Total
		7/25/2016	1850	001-007-558-60-41-02	PL-Prof Serv-Hearing E	Hearing examiner services-LUA2016-009	\$3,300.00
International Code Council	40950						Check Total
		8/17/2016	3097904	001-007-559-30-49-00	PB-Miscellaneous	Membership ICC - Sniffin	\$135.00
J Thayer Company Inc	40814						Check Total
		7/25/2016	1056996-0	001-007-559-30-31-00	PB-Office Supplies	File folders/file pockets	\$95.17
			1058756-0	001-008-521-20-31-00	LE-Office Supplies	Pens	\$90.82
			1059830-0	001-007-558-50-31-00	PL-Office Supplies	Folders/Paper/Legal pads/Post its	\$110.70
				001-007-559-30-31-00	PB-Office Supplies	Folders/Paper/Legal pads/Post its	\$110.70
			1059872-0	001-005-518-10-31-00	HR-Office Supplies	Binders/Report covers/index tabs	\$79.38
				001-013-518-20-31-00	GG-Operating	Paper/Envelopes/Post its	\$22.03
			1062141-0	001-005-518-10-31-01	HR-Operating Cost	Index tabs	\$31.10
	40903						Check Total
		8/9/2016	1061753-0	001-008-521-20-31-00	LE-Office Supplies	Chair/mat/scissors/markers/envelopes/wipes	\$600.89
			1062363-0	001-008-521-20-31-00	LE-Office Supplies	Reference display/stamp	\$142.55
			1063813-0	001-008-521-20-31-00	LE-Office Supplies	Postage labels/wall file/water filter	\$299.69
			1064530-0	001-008-521-20-31-00	LE-Office Supplies	Printers/paper/wall files	\$909.39
			1064895-0	101-016-544-90-31-01	ST-Office Supplies	Msg book/folders/corr tape/dish soap/tape measure	\$57.43
				410-016-531-10-31-01	SW-Office Supplies	Msg book/folders/corr tape/dish soap/tape measure	\$57.43



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount
Johns Cleaning Service	40815	Check Total					\$129.65
		7/25/2016	1795	001-008-521-20-26-00	LE-Clothing	Uniform cleaning - June 2016	\$129.65
Kamins Construction	40951	Check Total					\$188,641.76
		8/17/2016	1	309-016-595-61-63-01	Sidewalk Construction	91st Ave SE Sidewalk	\$188,641.76
Joshua Kilroy	40952	Check Total					\$20.52
		8/17/2016	8/10/16 req	001-008-521-20-31-04	LE - Donation Exp - Other	Meal for Seafair Explorer Event	\$20.52
Kroesens Uniforms	40816	Check Total					\$501.50
		7/25/2016	34343	001-008-521-20-26-00	LE-Clothing	Uniform items - A Michael	\$501.50
	40904	Check Total					\$1,327.01
		8/9/2016	31164-2	001-008-521-20-26-00	LE-Clothing	Trousers-Ubert	\$94.37
			34352-1	001-008-521-20-26-00	LE-Clothing	Uniform items - LeBlanc	\$197.11
			34899	001-008-521-20-26-00	LE-Clothing	Jumpsuit - Fiske	\$504.15
			34900	001-008-521-20-26-00	LE-Clothing	Jumpsuit - C Brooks	\$531.38
Lake Industries LLC	40817	Check Total					\$527.97
		7/25/2016	269876	001-013-518-20-31-00	GG-Operating	Cobbles for City Hall	\$87.97
			31294	101-016-544-90-31-02	ST-Operating Cost	Fill Hauled in by the Yard	\$20.00
				410-016-531-10-31-02	SW-Operating Costs	Fill Hauled in by the Yard	\$20.00
			31307	101-016-544-90-31-02	ST-Operating Cost	Fill Hauled in by the Yard	\$20.00
				410-016-531-10-31-02	SW-Operating Costs	Fill Hauled in by the Yard	\$20.00
			31323	101-016-544-90-31-02	ST-Operating Cost	Fill Hauled in by the Yard	\$60.00
				410-016-531-10-31-02	SW-Operating Costs	Fill Hauled in by the Yard	\$60.00
			31330	101-016-544-90-31-02	ST-Operating Cost	Fill Hauled in by the Yard	\$60.00
				410-016-531-10-31-02	SW-Operating Costs	Fill Hauled in by the Yard	\$60.00
			31338	101-016-544-90-31-02	ST-Operating Cost	Fill Hauled in by the Yard	\$40.00
				410-016-531-10-31-02	SW-Operating Costs	Fill Hauled in by the Yard	\$40.00
			31354	101-016-544-90-31-02	ST-Operating Cost	Fill Hauled In by the Yard	\$20.00
	410-016-531-10-31-02	SW-Operating Costs		Fill Hauled In by the Yard	\$20.00		
	40905	Check Total					\$881.48
		8/9/2016	269937	001-013-518-20-31-00	GG-Operating	Cobbles for City hall	\$101.16
			269948	101-016-544-90-31-02	ST-Operating Cost	Crushed Rock	\$150.16
				410-016-531-10-31-02	SW-Operating Costs	Crushed Rock	\$150.16



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount
Lake Industries LLC	40905	8/9/2016	31370	101-016-544-90-31-02	ST-Operating Cost	Fill hauled by the yard	\$20.00
				410-016-531-10-31-02	SW-Operating Costs	Fill hauled by the yard	\$20.00
			31375	101-016-544-90-31-02	ST-Operating Cost	Fill Hauled by the yard	\$60.00
				410-016-531-10-31-02	SW-Operating Costs	Fill Hauled by the yard	\$60.00
			31379	101-016-544-90-31-02	ST-Operating Cost	Fill Hauled by the yard	\$60.00
				410-016-531-10-31-02	SW-Operating Costs	Fill Hauled by the yard	\$60.00
			31396	101-016-544-90-31-02	ST-Operating Cost	Fill Hauled by the yard	\$40.00
				410-016-531-10-31-02	SW-Operating Costs	Fill Hauled by the yard	\$40.00
			31405	101-016-544-90-31-02	ST-Operating Cost	Fill hauled by the yard	\$60.00
				410-016-531-10-31-02	SW-Operating Costs	Fill hauled by the yard	\$60.00
Lake Stevens Chamber of Commerce	40818	Check Total					\$1,500.00
		7/25/2016	August 2016	001-013-518-90-49-01	GG-Chamber of Commerce	August 2016 Contribution for VIC operations	\$1,500.00
Lake Stevens Fire	40819	Check Total					\$105.00
		7/25/2016	9463	001-012-569-00-48-00	CS-Aging Services R&M	Annual Fire Inspection at Senior Center	\$105.00
	40906	Check Total					\$130.00
		8/9/2016	9410	001-008-521-20-43-00	LE-Travel & Meetings	Cleaning fee for event on 6/28/16	\$130.00
Lake Stevens Mini Mart	40953	Check Total					\$516.68
		8/17/2016	July chgs	001-008-521-20-31-01	LE-Operating Costs	Ice	\$23.74
				001-008-521-21-32-00	LE-Boating-Fuel	Fuel	\$492.94
Lake Stevens Police Guild	40775	Check Total					\$1,131.00
		7/14/2016	07/15/16	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,131.00
	40865	Check Total					\$1,178.00
		8/1/2016	08/01/2016	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,178.00
	40940	Check Total					\$1,028.00
		8/11/2016	08/15/16	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,028.00
Lake Stevens School District	40820	Check Total					\$580.00
		7/25/2016	2084	001-001-511-60-45-01	Legislative - Rentals	Room rental at School Dist Admin bldg May & June 2016	\$285.00
				001-008-521-20-31-01	LE-Operating Costs	Room rental at School Dist-Police Chief candidate luncheon	\$25.00
				001-010-576-80-31-00	PK-Operating Costs	Room rental at School Dist Admin bldg May & June 2016	\$30.00
				001-013-518-20-31-00	GG-Operating	Room rental at School Dist Admin bldg May & June 2016	\$240.00



Checks to be Approved for 7/8/2016 to 8/17/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount				
Lake Stevens School District	40907						Check Total	\$3,122.56			
		8/9/2016	1210	001-006-518-80-32-00	IT-Fuel	Fuel	\$31.90				
				001-007-558-50-32-00	PL-Fuel	Fuel	\$6.25				
				001-007-559-30-32-00	PB-Fuel	Fuel	\$191.70				
				001-010-576-80-32-00	PK-Fuel Costs	Fuel	\$119.18				
				001-013-518-20-32-00	GG-Fuel	Fuel	\$6.25				
				101-016-542-30-32-00	ST-Fuel	Fuel	\$1,383.64				
				410-016-531-10-32-00	SW-Fuel	Fuel	\$1,383.64				
Lake Stevens Sewer District	40821	7/25/2016	7/2016	001-008-521-50-47-00	LE-Utilities	Sewer - N Lakeshore Dr	\$83.00				
					LE-Utilities	Sewer - Police Station	\$83.00				
				001-010-576-80-47-00	PK-Utilities	Sewer - Lundeen Park	\$166.00				
				001-012-572-20-47-00	CS-Library-Utilities	Sewer - Library	\$83.00				
				001-013-518-20-47-00	GG-Utilities	Sewer - Family Center	\$83.00				
					GG-Utilities	Sewer - City Hall	\$166.00				
					GG-Utilities	Sewer - Permit Center	\$83.00				
					GG-Utilities	Sewer - Vacant Houses 20th St SE	\$166.00				
				101-016-543-50-47-00	ST-Utilities	Sewer - 99th Ave SE Property	\$83.00				
				40954						Check Total	\$996.00
					8/17/2016	8/2016	001-008-521-50-47-00	LE-Utilities	Sewer - N Lakeshore Dr	\$83.00	
	LE-Utilities	Sewer - Police Station	\$83.00								
	001-010-576-80-47-00	PK-Utilities	Sewer - Lundeen Park				\$166.00				
	001-012-572-20-47-00	CS-Library-Utilities	Sewer - Library				\$83.00				
	001-013-518-20-47-00	GG-Utilities	Sewer - City Hall				\$166.00				
		GG-Utilities	Sewer - Permit Center				\$83.00				
		GG-Utilities	Sewer - Vacant Houses 20th St SE				\$166.00				
		GG-Utilities	Sewer - Family Center				\$83.00				
	101-016-543-50-47-00	ST-Utilities	Sewer - 99th Ave SE Property				\$83.00				
	Lemay Mobile Shredding	40822						Check Total	\$22.80		
			7/25/2016	4484154	001-008-521-20-31-01	LE-Operating Costs	Shredding services	\$13.68			
				4484155	001-013-518-20-31-00	GG-Operating	Shredding services	\$9.12			



Checks to be Approved for 7/8/2016 to 8/17/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount
Les Schwab Tire Center	40823						Check Total
							\$173.55
		7/25/2016	40200277487	101-016-544-90-31-02	ST-Operating Cost	Credit for Overpayment	(\$1.41)
				410-016-531-10-31-02	SW-Operating Costs	Credit for Overpayment	(\$1.41)
			40200282746	101-016-542-30-48-00	ST-Repair & Maintenance	Battery and installation PW4	\$88.18
				410-016-531-10-48-00	SW-Repairs & Maintenance	Battery and installation PW4	\$88.19
Lewis County Coroners Office	40824						Check Total
							\$100.00
		7/25/2016	6/21/16	001-008-521-40-49-01	LE-Staff Development	Buried Body & evidence/entomology recovery training-Wachtveitl	\$100.00
Dan Lorentzen	40908						Check Total
							\$796.65
		8/9/2016	August 2016	001-008-521-20-20-00	LE-Benefits	COBRA Medical Reimbursement	\$796.65
Lowes Companies	40909						Check Total
							\$133.92
		8/9/2016	977839	001-010-576-80-31-00	PK-Operating Costs	Lumber for shop	\$44.64
				101-016-544-90-31-02	ST-Operating Cost	Lumber for shop	\$44.64
				410-016-531-10-31-02	SW-Operating Costs	Lumber for shop	\$44.64
Abraham Martinez	40825						Check Total
							\$1,713.00
		7/25/2016	7/13/16	001-008-521-21-31-00	LE-Boating Operating	Police Boating Safety Video	\$1,713.00
Helen Meis	40910						Check Total
							\$113.03
		8/9/2016	7/25/16 req	001-005-517-90-41-00	HR-Wellness Program	Reimb for Wellness event supplies	\$113.03
Monroe Correctional Complex	40826						Check Total
							\$533.26
		7/25/2016	MCC1606.427	101-016-542-30-48-00	ST-Repair & Maintenance	DOC Work Crew - June 2016	\$399.45
				410-016-531-10-48-00	SW-Repairs & Maintenance	DOC Work Crew - June 2016	\$133.81
	40911						Check Total
		8/9/2016	MCC1606.434	101-016-542-30-48-00	ST-Repair & Maintenance	DOC Officer overtime	\$398.47
Nationwide Retirement Solution	0						Check Total
							\$3,975.00
		7/14/2016	07/15/16	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$1,325.00
		8/9/2016	08/01/2016	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$1,325.00
		8/11/2016	08/15/16	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$1,325.00
Northshore Paving Inc	40955						Check Total
							\$251,823.21
		8/17/2016	2016 - 1	101-016-542-30-41-00	ST-Overlays	2016 Pavement Overlay	\$246,207.03
				621-000-386-00-00-01	Retainage - Street Project	Retainage - Northshore Paving	(\$12,310.35)
		8/10/16 req		621-016-586-00-00-06	Street Project Retainage Reimb	Release Retainage-Northshore Paving	\$17,926.53



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount
Office of The State Treasurer	40827						Check Total
							\$12,688.13
		7/25/2016	June 2016	633-000-586-00-00-15	Vehicle License Fraud Account	June 2016 State Court Fees	\$5.59
				633-007-586-00-00-02	Building - State Bl	June 2016 State Court Fees	\$247.50
				633-008-586-00-00-03	Public Safety And Ed. 1986	June 2016 State Court Fees	\$5,968.42
				633-008-586-00-00-04	Public Safety And Education	June 2016 State Court Fees	\$3,638.97
				633-008-586-00-00-05	Judicial Information System-Ci	June 2016 State Court Fees	\$1,309.37
				633-008-586-00-00-08	Trauma Care	June 2016 State Court Fees	\$391.71
				633-008-586-00-00-09	School Zone Safety	June 2016 State Court Fees	\$89.71
				633-008-586-00-00-10	Public Safety Ed #3	June 2016 State Court Fees	\$137.71
				633-008-586-00-00-11	Auto Theft Prevention	June 2016 State Court Fees	\$561.24
				633-008-586-00-00-12	HWY Safety Act	June 2016 State Court Fees	\$64.50
				633-008-586-00-00-13	Death Inv Acct	June 2016 State Court Fees	\$40.99
				633-008-586-00-00-14	WSP Highway Acct	June 2016 State Court Fees	\$232.42
	40956						Check Total
							\$5,322.99
		8/17/2016	July 2016	633-007-586-00-00-02	Building - State Bl	July 2016 State Court Fees	\$144.00
				633-008-586-00-00-03	Public Safety And Ed. 1986	July 2016 State Court Fees	\$1,915.74
				633-008-586-00-00-04	Public Safety And Education	July 2016 State Court Fees	\$1,109.94
				633-008-586-00-00-05	Judicial Information System-Ci	July 2016 State Court Fees	\$1,119.93
				633-008-586-00-00-08	Trauma Care	July 2016 State Court Fees	\$350.15
				633-008-586-00-00-09	School Zone Safety	July 2016 State Court Fees	\$49.63
				633-008-586-00-00-10	Public Safety Ed #3	July 2016 State Court Fees	\$68.92
				633-008-586-00-00-11	Auto Theft Prevention	July 2016 State Court Fees	\$496.38
OR Chapter of the American Planning Assn	40957						Check Total
							\$75.00
		8/17/2016	198	001-007-558-50-41-03	PL-Advertising	OAPA Website Posting 3/6	\$75.00
Outcomes by Levy LLC	40912						Check Total
							\$5,550.15
		8/9/2016	2016-06-LS	001-013-511-20-41-02	GG-Advisory Srv - Lobbying	Lobbying services June 2016	\$5,550.15
Pacific Power Batteries	40828						Check Total
							\$94.96
		7/25/2016	12230250	001-010-576-80-31-00	PK-Operating Costs	USB wall charger/cable	\$31.66



Checks to be Approved for 7/8/2016 to 8/17/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount
Pacific Power Batteries	40828	7/25/2016	12230250	101-016-544-90-31-02	ST-Operating Cost	USB wall charger/cable	\$31.65
				410-016-531-10-31-02	SW-Operating Costs	USB wall charger/cable	\$31.65
Pertee Engineering Inc	40913	Check Total					\$18,296.26
		8/9/2016	20120176.001-14	301-016-544-40-41-00	Street Op - Planning -Design	20th St SE Phase II-Segment 1 Design	\$15,683.76
			20160093.000-3	101-016-542-30-41-02	ST-Professional Service	2016 Grant Writing Assistance	\$2,612.50
Pilchuck Veterinary Hospital	40829	Check Total					\$1,334.78
		7/25/2016	16111	001-008-554-30-51-00	LE-Environmental-Animal Contro	Animal medical services - June 2016	\$1,334.78
Pitney Bowes	40830	Check Total					\$112.48
		7/25/2016	3300674472	001-013-518-20-45-00	GG-Equipment Rental	Postage machine rental	\$112.48
	40914	Check Total					\$112.48
		8/9/2016	3301000491	001-013-518-20-45-00	GG-Equipment Rental	Postage machine rental	\$112.48
Prothman Company	40831	Check Total					\$14,096.58
		7/25/2016	2016-5498	001-002-513-11-41-00	AD-Professional Services	Municipal Consulting - Swenson	\$5,591.36
				101-016-542-30-41-02	ST-Professional Service	Municipal Consulting - Swenson	\$1,016.61
				410-016-531-10-41-01	SW-Professional Services	Municipal Consulting - Swenson	\$653.53
			2016-5504	001-008-521-20-41-00	LE-Professional Services	Police Chief Consulting - Krusey	\$6,835.08
	40926	Check Total					\$27,202.05
		8/9/2016	2016-5515	001-002-513-11-41-00	AD-Professional Services	City Administrator search	\$6,500.00
			2016-5518	001-008-521-20-41-00	LE-Professional Services	Police Chief Search	\$1,852.35
			2016-5528	001-008-521-20-41-00	LE-Professional Services	Police Chief Search	\$6,500.00
			2016-5534	001-008-521-20-41-00	LE-Professional Services	Professional services-Krusey	\$7,354.20
			2016-5539	001-002-513-11-41-00	AD-Professional Services	Professional services-Swenson	\$3,746.63
				101-016-542-30-41-02	ST-Professional Service	Professional services-Swenson	\$749.33
				410-016-531-10-41-01	SW-Professional Services	Professional services-Swenson	\$499.54
Public Safety Testing Inc	40832	Check Total					\$12,695.19
		7/25/2016	2016-6811	001-008-521-20-41-00	LE-Professional Services	Police Sergeant Assessment Center Development	\$6,371.26
			2016-6871	001-005-521-11-41-00	HR-Civil - Professional Srv	Q2 2016 Recruiting Assistance	\$425.00
			PST116-522	001-008-521-20-41-00	LE-Professional Services	Background checks - New employees	\$5,898.93
Puget Sound Clean Air Agency	40915	Check Total					\$4,789.50
		8/9/2016	16-051S	001-013-553-70-51-00	GG-Air Pollution	Q3 2016 Clean Air Assessment	\$4,789.50



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount
Puget Sound Coach Lines	40958						Check Total
		8/17/2016	30252	001-013-518-20-41-00	GG-Professional Service	Bus service for VIC Grand Opening	\$757.40
Puget Sound Energy	40833						Check Total
		7/25/2016	7/16 24316495	001-010-576-80-47-00	PK-Utilities	Natural Gas - City Shop	\$11.70
				101-016-543-50-47-00	ST-Utilities	Natural Gas - City Shop	\$11.70
				410-016-531-10-47-00	SW-Utilities	Natural Gas - City Shop	\$11.69
			7/16 3723810	001-008-521-50-47-00	LE-Utilities	Natural Gas - North Lakeshore Dr	\$77.47
	40959						Check Total
		8/17/2016	8/16 24316495	001-010-576-80-47-00	PK-Utilities	Natural Gas - City Shop	\$11.70
				101-016-543-50-47-00	ST-Utilities	Natural Gas - City Shop	\$11.70
				410-016-531-10-47-00	SW-Utilities	Natural Gas - City Shop	\$11.69
			8/16 3723810	001-008-521-50-47-00	LE-Utilities	Natural Gas - N Lakeshore	\$76.50
Purchase Power	40834						Check Total
		7/25/2016	3179587 7/16	001-007-558-50-42-00	PL-Communication	Postage	\$80.97
				001-013-518-20-42-00	GG-Communication	Postage	\$236.33
				101-016-543-30-42-00	ST-Communications	Postage	\$16.35
				410-016-531-10-42-00	SW-Communications	Postage	\$16.35
Recreonics Inc	40916						Check Total
		8/9/2016	726933	001-010-576-80-31-03	PK-Lundeen-Op Costs	Float for swim beach at Lundeen	\$941.70
Republic Services 197	40960						Check Total
		8/17/2016	0197001980897	001-010-576-80-31-00	PK-Operating Costs	Dumpster svcs - Lundeen Park	\$248.30
				001-010-576-80-45-00	PK-Equipment Rental	Dumpster rental - Lundeen Park	\$13.64
			0197001981071	001-010-576-80-31-00	PK-Operating Costs	Dumpster services - City Shop	\$178.42
				001-010-576-80-45-00	PK-Equipment Rental	Dumpster Rental - City Shop	\$110.00
				101-016-542-30-45-00	ST-Rentals-Leases	Dumpster Rental - City Shop	\$110.00
				101-016-544-90-31-02	ST-Operating Cost	Dumpster services - City Shop	\$178.41
				410-016-531-10-31-02	SW-Operating Costs	Dumpster services - City Shop	\$178.41
				410-016-531-10-45-00	SW-Equipment Rental	Dumpster Rental - City Shop	\$110.00
			0197001981655	001-013-518-20-31-00	GG-Operating	Dumpster services - City Hall	\$112.28
				001-013-518-20-45-00	GG-Equipment Rental	Dumpster rental - City Hall	\$16.20



Checks to be Approved for 7/8/2016 to 8/17/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount	
Right On Heating & Sheet Metal Inc	40835						Check Total	\$500.00
		7/25/2016	21375	001-013-518-20-48-00	GG-Repair & Maintenance	HVAC services at all city buildings	\$500.00	
Robinson Noble	40836						Check Total	\$3,072.04
		7/25/2016	16-536	101-016-594-42-64-00	ST-Capital Expenditures	Geotechnical engineering - Callow Rd	\$3,072.04	
SCCIT	40917						Check Total	\$500.00
		8/9/2016	2016	101-016-542-30-49-00	ST-Miscellaneous	SCCIT membership for K Daughtry	\$500.00	
Seattle Pump and Equipment	40837						Check Total	\$268.13
		7/25/2016	16-3322	101-016-544-90-31-02	ST-Operating Cost	Electronic Throttle Switch	\$134.07	
				410-016-531-10-31-02	SW-Operating Costs	Electronic Throttle Switch	\$134.06	
Sherwin-Williams Co	40918						Check Total	\$47.21
		8/9/2016	7685-6	001-010-576-80-31-00	PK-Operating Costs	Paint for garbage cans	\$47.21	
Deborah Smith	40961						Check Total	\$127.00
		8/17/2016	7/28/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem CJIS Training - D Smith	\$127.00	
Snohomish County Dept of Info Services	40919						Check Total	\$6,200.00
		8/9/2016	I000415982	510-006-518-80-49-00	License Renewal - Annual Maint	Network Hosting services	\$6,200.00	
Snohomish County PUD	40838						Check Total	\$14,167.16
		7/25/2016	104493002	001-012-575-30-47-00	CS-Historical-Utilities	202289237 Museum	\$8.07	
				001-012-575-51-47-00	CS-Grimm House Expenses	202289237 Grimm House	\$8.07	
		107830546	001-013-518-20-47-00	GG-Utilities	200321172 Permit Center	\$85.23		
		107833314	101-016-542-63-47-00	ST-Lighting - Utilities	200363505 Traffic Signal	\$64.91		
		111140209	001-012-575-50-47-00	CS-Community Center-Utilities	200860922 Community Center	\$280.36		
		121093755	001-013-518-20-47-00	GG-Utilities	200206019 City Hall	\$201.01		
		121093756	001-012-572-20-47-00	CS-Library-Utilities	200206977 Library	\$256.64		
			001-013-518-20-47-00	GG-Utilities	200206977 Library water meter	\$97.66		
		121093841	001-013-518-20-47-00	GG-Utilities	200245215 Family Center	\$116.70		
		124405900	001-013-518-20-47-00	GG-Utilities	201956075 War Memorial	\$24.86		
		124414192	101-016-542-63-47-00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$54.71		
		127711023	001-010-576-80-47-00	PK-Utilities	201513934 Parks	\$17.88		
		131024737	001-010-576-80-47-00	PK-Utilities	200748721 Parks	\$76.10		
		131025478	101-016-542-63-47-00	ST-Lighting - Utilities	201860178 Traffic Signal	\$156.01		
		134312829	001-013-518-20-47-00	GG-Utilities	201783685 Annex	\$78.81		



Checks to be Approved for 7/8/2016 to 8/17/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount	
Snohomish County PUD	40838	7/25/2016	137532067	101-016-542-63-47-00	ST-Lighting - Utilities	202342622 Street Lights	\$67.60	
			140834514	001-010-576-80-47-00	PK-Utilities	202513354 Park lighting	\$17.88	
			140839134	101-016-542-63-47-00	ST-Lighting - Utilities	200178218 Traffic Signal	\$152.50	
			144157975	101-016-542-63-47-00	ST-Lighting - Utilities	203115522 Street Light meter	\$116.15	
			150738971	101-016-542-63-47-00	ST-Lighting - Utilities	202648705 Street Lights	\$43.61	
			153985211	001-010-576-80-47-00	PK-Utilities	203203245 Lundeen Restrooms	\$176.38	
			157175653	001-010-576-80-47-00	PK-Utilities	205395999 Visitor Center	\$22.77	
			163591591	101-016-542-63-47-00	ST-Lighting - Utilities	203582010 Street Lights	\$63.43	
			163597419	101-016-542-63-47-00	ST-Lighting - Utilities	202624367 Street Lights	\$10,208.49	
			163602539	101-016-542-63-47-00	ST-Lighting - Utilities	205338056 SR92 Roundabout at 113th	\$47.33	
			1900013388	101-016-542-63-48-00	ST-Lighting - R&M	Installation of wood pole - 9818 2nd St SE	\$1,724.00	
	40920	Check Total						\$1,624.54
		8/9/2016	107843213	001-010-576-80-47-00	PK-Utilities	205395999 Visitor Center	\$69.77	
			121101043	001-010-576-80-47-00	PK-Utilities	200493443 Cath Creek Park meter 73867	\$17.81	
			127722527	001-010-576-80-47-00	PK-Utilities	202340527 Yard	\$11.35	
				101-016-542-63-47-00	ST-Lighting - Utilities	202340527 Yard	\$11.35	
				410-016-531-10-47-00	SW-Utilities	202340527 Yard	\$11.36	
			134320052	001-010-576-80-47-00	PK-Utilities	203599006 City Shop	\$146.88	
				101-016-543-50-47-00	ST-Utilities	203599006 City Shop	\$146.89	
				410-016-531-10-47-00	SW-Utilities	203599006 City Shop	\$146.93	
			144164861	001-008-521-50-47-00	LE-Utilities	203033030 Police Dept Water	\$52.39	
			147456348	001-008-521-50-47-00	LE-Utilities	202766820 Police Dept Electric	\$448.37	
			154002002	001-010-576-80-47-00	PK-Utilities	203203245 Lundeen Restrooms	\$199.28	
			157192527	101-016-542-63-47-00	ST-Lighting - Utilities	203728159 Traffic Signal	\$4.48	
			157194540	101-016-542-63-47-00	ST-Lighting - Utilities	202013249 Traffic Signal	\$78.38	
			166878215	101-016-542-63-47-00	ST-Lighting - Utilities	202988481 Street Lights	\$165.65	
			166879473	101-016-542-63-47-00	ST-Lighting - Utilities	203582010 Street Lights	\$75.55	
			166879775	001-010-576-80-47-00	PK-Utilities	203531959 Mobile at 2424 Soper Hill Rd	\$38.10	
			40962	Check Total				
	8/17/2016	100249753		001-008-521-50-47-00	LE-Utilities	200558690 Police N Lakeshore Drive	\$116.75	
		104510668		001-010-576-80-47-00	PK-Utilities	201513934 Parks	\$21.23	
		107846115		101-016-542-63-47-00	ST-Lighting - Utilities	201860178 Traffic Signal	\$136.06	



Checks to be Approved for 7/8/2016 to 8/17/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount
Snohomish County PUD	40962	8/17/2016	107847261	001-013-518-20-47-00	GG-Utilities	201783685 Annex	\$50.18
			107847865	001-013-518-20-47-00	GG-Utilities	201956075 War Memorial	\$33.59
			107850840	101-016-542-63-47-00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$43.30
			114476670	001-013-518-20-47-00	GG-Utilities	200206019 City Hall	\$248.04
			114476672	001-012-572-20-47-00	CS-Library-Utilities	200206977 Library	\$324.20
				001-013-518-20-47-00	GG-Utilities	200206977 Library water meter	\$97.54
			117791267	001-012-575-50-47-00	CS-Community Center-Utilities	200860922 Community Center	\$280.22
			121110886	001-010-576-80-47-00	PK-Utilities	202513354 Park lighting	\$19.57
			121114857	101-016-542-63-47-00	ST-Lighting - Utilities	200363505 Traffic Signal	\$70.36
			131038487	101-016-542-63-47-00	ST-Lighting - Utilities	202624367 Street Lights	\$10,139.98
			131038537	101-016-542-63-47-00	ST-Lighting - Utilities	202648101 Street Lights - Soper Hill Annexation	\$1,066.97
			131038587	101-016-542-63-47-00	ST-Lighting - Utilities	202670725 Street Lights	\$1,181.12
			134330961	001-010-576-80-47-00	PK-Utilities	200748721 Parks	\$72.64
			140849848	101-016-542-63-47-00	ST-Lighting - Utilities	201595113 Street Lights	\$261.74
			140852009	001-013-518-20-47-00	GG-Utilities	200321172 Permit Center	\$80.69
			144176325	101-016-542-63-47-00	ST-Lighting - Utilities	205338056 SR92 Roundabout at 113th	\$45.99
			144179527	101-016-542-63-47-00	ST-Lighting - Utilities	202648705 Street Lights	\$34.95
			154008726	001-008-521-50-47-00	LE-Utilities	202766820 Police Dept Electric	\$1,195.72
			157197324	101-016-542-63-47-00	ST-Lighting - Utilities	201973682 Street Lights	\$44.73
			160400059	101-016-542-63-47-00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge lights	\$21.42
			163613183	101-016-542-63-47-00	ST-Lighting - Utilities	203730189 Traffic Signal	\$61.72
			163613187	101-016-542-63-47-00	ST-Lighting - Utilities	203731153 Traffic Signal	\$77.57
			163616761	001-012-575-30-47-00	CS-Historical-Utilities	202289237 Museum	\$11.90
				001-012-575-51-47-00	CS-Grimm House Expenses	202289237 Grimm House	\$11.91
			163619965	001-008-521-50-47-00	LE-Utilities	203033030 Police Dept Water	\$119.91
			166881943	101-016-542-63-47-00	ST-Lighting - Utilities	203115522 Street Light meter	\$127.90
Snohomish County PW S	40839	Check Total					\$541.36
		7/25/2016	I000409919	101-016-542-64-48-00	ST-Traffic Control - R&M	Signal & Sign Repair	\$541.36
	40921	Check Total					\$2,729.24
		8/9/2016	I000416075	410-016-531-20-41-00	SW-Aerator Monitors	Q2 2016 Monitoring & Gaging	\$2,729.24
Snohomish County Treasurer	40840	Check Total					\$228.48
		7/25/2016	June 2016	633-008-586-00-00-01	Crime Victims Compensation	June 2016 Crime Victims Compensation	\$228.48



Checks to be Approved for 7/8/2016 to 8/17/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount
Snohomish County Treasurer	40963						Check Total
		8/17/2016	July 2016	633-008-586-00-00-01	Crime Victims Compensation	July 2016 Crime Victims Compensation	\$65.00
Snopac	40841						Check Total
		7/25/2016	8350	001-008-528-00-51-00	LE-Snopac Dispatch	Dispatch services	\$26,017.48
			8370	001-008-528-00-51-00	LE-Snopac Dispatch	Quarterly Access Assessment	\$514.06
Sonsray Machinery LLC	40842						Check Total
		7/25/2016	W00578-09	101-016-542-30-48-00	ST-Repair & Maintenance	Repair of Solenoid & Hoses/Boom Flail PW45	\$884.80
				410-016-531-10-48-00	SW-Repairs & Maintenance	Repair of Solenoid & Hoses/Boom Flail PW45	\$884.80
Sound Publishing Inc	40843						Check Total
		7/25/2016	7691921	001-007-558-50-41-03	PL-Advertising	Help Wanted-Associate Planner	\$475.00
				101-016-542-30-41-01	ST-Advertising	Help Wanted-Mechanic	\$237.50
				410-016-531-10-41-05	SW-Advertising	Help Wanted-Mechanic	\$237.50
			EDH706270	101-016-542-30-41-01	ST-Advertising	2017-2022 6 Year TIP Public Hearing	\$186.00
			EDH706777	001-007-558-50-41-03	PL-Advertising	LUA2016-0073-Sno Valley Roofing	\$65.48
			EDH706796	001-007-558-50-41-03	PL-Advertising	Planning Commission Public Hearing	\$103.44
			EDH707488	101-016-542-30-41-01	ST-Advertising	S Lake Stevens Shoulder Widening BID Withdrawal	\$17.32
			EDH708464	001-007-558-50-41-03	PL-Advertising	LUA2016-0084 Amend Floodplain Regulations	\$168.80
			EDH708535	001-013-518-30-41-01	GG-Advertising	Ordinance 957	\$32.80
			EDH709365	001-001-511-60-31-00	Legislative - Operating Costs	Advertisement-City Council Workshop	\$29.36
			EDH709666	001-007-558-50-41-03	PL-Advertising	Public Meeting - LSSD Classroom addition	\$122.24
	40922						Check Total
		8/9/2016	EDH710851	001-013-518-30-41-01	GG-Advertising	Ordinance 963	\$25.92
			EDH710858	001-013-518-30-41-01	GG-Advertising	Ordinance 965	\$34.52
			EDH712020	410-016-531-10-41-05	SW-Advertising	Aluminum Sulfate Treatment Call for Bids	\$27.64
Standard Insurance Company	0						Check Total
		8/9/2016	08/01/2016	001-000-284-00-00-00	Payroll Liability Other	Life/Disability Ins Premiums	\$148.00
				001-002-513-11-20-00	AD-Benefits	Life/Disability Ins Premiums	\$0.00
				001-003-514-20-20-00	CC-Benefits	Life/Disability Ins Premiums	\$111.74
				001-004-514-23-20-00	FI-Benefits	Life/Disability Ins Premiums	\$112.56
				001-005-518-10-20-00	HR-Benefits	Life/Disability Ins Premiums	\$70.67
				001-006-518-80-20-00	IT-Benefits	Life/Disability Ins Premiums	\$139.15
				001-007-558-50-20-00	PL-Benefits	Life/Disability Ins Premiums	\$380.40



Checks to be Approved for 7/8/2016 to 8/17/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount
Standard Insurance Company	0	8/9/2016	08/01/2016	001-007-559-30-20-00	PB-Benefits	Life/Disability Ins Premiums	\$237.49
				001-008-521-20-20-00	LE-Benefits	Life/Disability Ins Premiums	\$2,574.62
				001-010-576-80-20-00	PK-Benefits	Life/Disability Ins Premiums	\$99.59
				001-013-518-30-20-00	GG-Benefits	Life/Disability Ins Premiums	\$28.19
				101-016-542-30-20-00	ST-Benefits	Life/Disability Ins Premiums	\$659.45
				401-070-535-10-20-00	SE-Benefits	Life/Disability Ins Premiums	\$39.33
				410-016-531-10-20-00	SW-Benefits	Life/Disability Ins Premiums	\$610.38
Staples	40964	Check Total					\$206.90
		8/17/2016	3308054789	001-003-514-20-31-00	CC-Office Supply	Printer - Reception	\$206.90
Stericycle Inc	40844	Check Total					\$10.36
		7/25/2016	3003486033	001-008-521-20-41-00	LE-Professional Services	Hazardous waste disposal	\$10.36
Steuber Distributing Co	40845	Check Total					\$357.14
		7/25/2016	2824752	001-010-576-80-31-03	PK-Lundeen-Op Costs	Fertilizer for Lundeen	\$163.33
				001-010-576-80-31-04	PK-North Cove Park Ops	Fertilizer for North Cove Park	\$163.32
			2824779	001-010-576-80-31-00	PK-Operating Costs	Casoron Spreader	\$30.49
Symbol Arts	40923	Check Total					\$550.00
		8/9/2016	0262664-IN	001-008-521-20-31-01	LE-Operating Costs	Badges	\$550.00
Tacoma Screw Products Inc	40846	Check Total					\$520.54
		7/25/2016	18123700	001-010-576-80-31-00	PK-Operating Costs	Upside down marking paint	\$34.42
				101-016-544-90-31-02	ST-Operating Cost	Upside down marking paint	\$34.41
				410-016-531-10-31-02	SW-Operating Costs	Upside down marking paint	\$34.41
			18124262	001-010-576-80-31-00	PK-Operating Costs	Nut setter/carriage bolts/brake cleaner/cap screw	\$139.10
				101-016-544-90-31-02	ST-Operating Cost	Nut setter/carriage bolts/brake cleaner/cap screw	\$139.10
				410-016-531-10-31-02	SW-Operating Costs	Nut setter/carriage bolts/brake cleaner/cap screw	\$139.10
	40924	Check Total					\$268.55
		8/9/2016	18125131	001-010-576-80-31-00	PK-Operating Costs	Diamond Trimmer Line	\$89.51
				101-016-544-90-31-02	ST-Operating Cost	Diamond Trimmer Line	\$89.52
				410-016-531-10-31-02	SW-Operating Costs	Diamond Trimmer Line	\$89.52
Teamsters Local No 763	40866	Check Total					\$1,036.00
		8/1/2016	08/01/2016	001-000-284-00-00-00	Payroll Liability Other	Union Dues	\$1,036.00



Checks to be Approved for 7/8/2016 to 8/17/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount
Tetra Tech Inc	40925						Check Total
							\$29,385.75
		8/9/2016	51069073	101-016-544-20-41-00	ST-Prof Srv - Engineering	36th St NE Bridge Inspection	\$7,213.75
			51069408	101-016-542-30-41-02	ST-Professional Service	2016 Pavement Condition Rating Survey	\$22,172.00
ULINE	40927						Check Total
							\$903.74
		8/9/2016	78308051	001-008-521-80-30-00	LE - Evidence Room - Supplies	Scout Balance Scale	\$451.87
			78308105	001-008-521-80-30-00	LE - Evidence Room - Supplies	Scout Balance Scale	\$451.87
United Way of Snohomish Co	40867						Check Total
							\$61.68
		8/1/2016	08/01/2016	001-000-284-00-00-00	Payroll Liability Other	Employee Contributions	\$61.68
Universal Field Services Inc	40847						Check Total
							\$150.54
	40965	7/25/2016	47765	001-013-518-20-41-00	GG-Professional Service	Ridgeline & Grade Properties Land Exchange	\$150.54
		8/17/2016	47781	301-010-576-80-61-00	Park Mitigation Funds Exp	Acquisition of ROW-Frontier Heights	\$1,069.25
UPS	40848						Check Total
							\$30.71
	40966	7/25/2016	74Y42276	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$30.71
		8/17/2016	74Y42316	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$33.11
Valley Freightliner Inc	40849						Check Total
							\$1,557.30
		7/25/2016	2261930006	101-016-542-30-48-00	ST-Repair & Maintenance	Repair of PW19	\$778.65
				410-016-531-10-48-00	SW-Repairs & Maintenance	Repair of PW19	\$778.65
Michelle Vanderwalker	40928						Check Total
							\$127.00
		8/9/2016	7/28/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem-CJIS Training-Vanderwalker	\$127.00
Verizon Northwest	40967						Check Total
							\$2,926.47
		8/17/2016	9767577548	001-001-513-10-42-00	Executive - Communication	Wireless phone services	\$70.51
				001-002-513-11-42-00	AD-Communications	Wireless phone services	\$101.42
				001-003-514-20-42-00	CC-Communications	Wireless phone services	\$55.44
				001-005-518-10-42-00	HR-Communications	Wireless phone services	\$52.61
				001-006-518-80-42-00	IT-Communications	Wireless phone services	\$180.26
				001-007-558-50-42-00	PL-Communication	Wireless phone services	\$193.92
				001-007-559-30-42-00	PB-Communication	Wireless phone services	\$168.36
				001-008-521-20-42-00	LE-Communication	Wireless phone services	\$1,616.10
				001-010-576-80-42-00	PK-Communication	Wireless phone services	\$162.62



Checks to be Approved for 7/8/2016 to 8/17/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount
Verizon Northwest	40967	8/17/2016	9767577548	101-016-543-30-42-00	ST-Communications	Wireless phone services	\$162.62
				410-016-531-10-42-00	SW-Communications	Wireless phone services	\$162.61
Jerad Wachtveitl	40850	Check Total					\$69.00
		7/25/2016	6/22/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem 7/16 Training - Wachtveitl	\$69.00
WAPRO	40929	Check Total					\$25.00
		8/9/2016	1657	001-003-514-20-49-00	CC-Miscellaneous	WAPRO membership - Pugh	\$25.00
Steve Warbis	40851	Check Total					\$204.00
		7/25/2016	7/21/16	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem: Terrorist bombing response training-Warbis	\$204.00
Washington Cities Insurance Authority	40852	Check Total					\$50.00
		7/25/2016	LS-1643	001-008-521-40-49-01	LE-Staff Development	WCIA Training - Hingtgen	\$50.00
Washington State Criminal Justice	40930	Check Total					\$3,187.00
		8/9/2016	201126651	001-008-521-40-49-03	LE- Staff Development - BLEA	BLEA Class 736 - Schedler 6/21-6/30/16	\$280.16
			201126788	001-008-521-40-49-03	LE- Staff Development - BLEA	BLEA Class 736 - Schedler 7/1-10/27/16	\$2,906.84
Washington State Dept of Enterprise Svcs	40853	Check Total					\$96.17
		7/25/2016	73150512	001-008-521-20-31-00	LE-Office Supplies	PD Envelopes	\$96.17
Washington State Patrol	40854	Check Total					\$204.00
		7/25/2016	I16008824	001-005-518-10-41-00	HR-Professional Services	Background checks	\$24.00
				001-013-518-20-41-00	GG-Professional Service	Background checks - Chamber/PaddleBroz	\$180.00
Washington State Support Registry	0	Check Total					\$1,207.38
		7/14/2016	07/15/16	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$402.46
		8/9/2016	08/01/2016	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$402.46
		8/11/2016	08/15/16	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$402.46
Washington Teamsters Welfare Trust EFT	0	Check Total					\$1,744.80
		8/9/2016	08/01/16	001-000-283-00-00-00	Payroll Liability Medical	Teamsters Dental Ins Premiums	\$1,744.80
Washington Tractor	40855	Check Total					\$210.26
		7/25/2016	1068856	001-010-576-80-31-00	PK-Operating Costs	Mower Blades	\$210.26
Wave Broadband	40931	Check Total					\$709.02
		8/9/2016	1074992	001-002-513-11-42-00	AD-Communications	Telephone Service	\$10.42
				001-003-514-20-42-00	CC-Communications	Telephone Service	\$20.85
				001-004-514-23-42-00	FI-Communications	Telephone Service	\$20.85
				001-005-518-10-42-00	HR-Communications	Telephone Service	\$10.42



Checks to be Approved for 7/8/2016 to 8/17/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount	
Wave Broadband	40931	8/9/2016	1074992	001-006-518-80-42-00	IT-Communications	Telephone Service	\$31.26	
				001-007-558-50-42-00	PL-Communication	Telephone Service	\$67.78	
				001-007-559-30-42-00	PB-Communication	Telephone Service	\$10.42	
				001-008-521-20-42-00	LE-Communication	Telephone Service	\$354.51	
				001-012-575-30-42-00	CS-Historical-Communications	Telephone Service Museum	\$10.43	
				001-012-575-50-42-00	CS-Community Center - Comm	Telephone Service Senior Ctr	\$10.42	
				001-013-518-20-42-00	GG-Communication	Telephone Service	\$41.69	
				101-016-543-30-42-00	ST-Communications	Telephone Service Shop	\$59.98	
				410-016-531-10-42-00	SW-Communications	Telephone Service Shop	\$59.99	
	40941	Check Total						\$1,300.26
		8/11/2016	1087454	001-002-513-11-42-00	AD-Communications	Telephone Service	\$19.11	
				001-003-514-20-42-00	CC-Communications	Telephone Service	\$38.23	
				001-004-514-23-42-00	FI-Communications	Telephone Service	\$38.22	
				001-005-518-10-42-00	HR-Communications	Telephone Service	\$19.12	
				001-006-518-80-42-00	IT-Communications	Telephone Service	\$57.35	
				001-007-558-50-42-00	PL-Communication	Telephone Service	\$124.30	
				001-007-559-30-42-00	PB-Communication	Telephone Service	\$19.12	
				001-008-521-20-42-00	LE-Communication	Telephone Service	\$650.13	
				001-012-575-30-42-00	CS-Historical-Communications	Telephone Service Museum	\$19.11	
				001-012-575-50-42-00	CS-Community Center - Comm	Telephone Service Senior Ctr	\$19.12	
				001-013-518-20-42-00	GG-Communication	Telephone Service	\$76.45	
				101-016-543-30-42-00	ST-Communications	Telephone Service Shop	\$110.00	
				410-016-531-10-42-00	SW-Communications	Telephone Service Shop	\$110.00	
WaveDivision Holdings LLC	40856	Check Total						\$656.16
		7/25/2016	38214	510-006-518-80-49-00	License Renewal - Annual Maint	Fiber Lease for New World Connection	\$656.16	
Weed Graafstra & Associates Inc	40857	Check Total						\$13,485.25
		7/25/2016	153	001-011-515-30-41-00	LG-Professional Service	Legal Professional services	\$13,485.25	
Randall West	40858	Check Total						\$107.18
		7/25/2016	7/12/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Travel reimb - Police Chief Candidate	\$107.18	
Western Conference of Teamsters Pension Trust	40932	Check Total						\$2,152.33
		8/9/2016	08/01/16	001-000-282-00-00-00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$2,152.33	



Checks to be Approved for 7/8/2016 to 8/17/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Amount
Western Systems	40859	Check Total					\$8,268.38
		7/25/2016	0000030531	101-016-595-64-63-00	ST-Traffic Control-Capital	Pedestrian Crossing Beacon	\$8,268.38
Johnson William	40860	Check Total					\$6,751.80
		7/25/2016	16-2749	101-016-542-70-40-00	ST - Roadside Equip Rental	Rental of Mechanical Brush Cutter - July 2016	\$6,751.80
	40968	Check Total					\$6,751.80
		8/17/2016	16-2759	101-016-542-70-40-00	ST - Roadside Equip Rental	Mechanical Brush Cutter rental - August 2016	\$6,751.80
WMCA	40933	Check Total					\$150.00
		8/9/2016	01702	001-003-514-20-49-02	CC-Staff Development	2016 WMCA Fall Academy Registration-Pugh	\$150.00
Samps Wright	40934	Check Total					\$6,513.20
		8/9/2016	9	001-010-576-80-41-01	PK -Professional Tree Srv	Tree/Stump removal Lundeen & 136th Street bridge	\$8,015.93
				621-000-386-00-00-02	Retainage - Other PW Project	Retainage-Sams Tree service	(\$400.80)
				621-016-586-00-00-03	Retainage Release - Other PW	Remib overpay Retainage-Sams Tree service	(\$1,101.93)
Zachor and Thomas Inc PS	40935	Check Total					\$10,569.36
		8/9/2016	666	001-011-515-30-41-01	PG-Prosecutor Fees	Prosecutor services July 2016	\$10,569.36
Total							\$1,299,053.81

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

Tuesday, July 12, 2016
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

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

ELECTED OFFICIALS PRESENT: Mayor John Spencer, Councilmembers Kim Daughtry, Sam Low, Kurt Hilt, Todd Welch, Rauchel McDaniel, Kathy Holder (6:04 p.m.) and Marcus Tageant

ABSENT:

STAFF MEMBERS PRESENT: Interim City Administrator Mary Swenson, Finance Director/City Clerk Barb Stevens, Community Development Director Russ Wright, Public Works Director Mick Monken, Human Resources Director Steve Edin, Civil Engineer Adam Emerson, Economic Development Coordinator Jeanie Ashe, and Deputy City Clerk Kathy Pugh

OTHERS:

2016 2nd Quarter Financial Update: Finance Director/City Clerk Barb Stevens distributed a handout and provided a review of the 2016 2nd Quarter Financial Update, and the Preliminary 2017 Budget. She then responded to Councilmembers' questions.

2017 Budget Study Session: Director Stevens reviewed the 2017 budget process and responded to Councilmembers' questions.

Adjourn:

The workshop adjourned at 6:49 p.m.

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk



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

Tuesday, July 12, 2016
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

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

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

ELECTED OFFICIALS ABSENT:

STAFF MEMBERS PRESENT: Interim City Administrator Mary Swenson, Finance Director/City Clerk Barb Stevens, Community Development Director Russ Wright, Public Works Director Mick Monken, Interim Police Chief Ralph Krusey, Human Resources Director Steve Edin, Deputy City Clerk Kathy Pugh and City Attorney Cheryl Beyer, Police Records Clerks Jenn Anderson, Michelle Vanderwalker and Megan LeBlanc, Police Records/Evidence Clerk Deb Smith, Police Officer Alex Michael, and Interim Police Lieutenant Robert Miner

OTHERS: Members of Ludus Youth Theater (Lake Stevens Youth Theater) Steven Ortiz, Cheryl Ortiz, Maleah Haverly, Macey Harris, Anne Julson, Brynn Julson, Erik Ortiz, Tori Cardin and Joseph Stegman

Pledge of Allegiance: Council President Sam Low introduced members of the Ludus Youth Theater (Lake Stevens Youth Theater), who led the Pledge of Allegiance.

Councilmember Hilt commented that the Ludus Theater Group promotes arts in the community and noted this is something the Council has expressed an interest in supporting.

Steven Ortiz of Ludus Youth Theater introduced the members of the theater group and said their goal is to produce the highest quality productions possible while giving all youth an opportunity to participate.

Roll Call: All Councilmembers present.

Approval of Agenda: Council President Low advised that Action Item (C) Approve Ordinance 965 – Amendments to Floodplain Regulations, is being removed from the agenda and will be brought forward at the August 23 or September 13, 2016 Council meeting. Also, an executive session on property and personnel is being added to the agenda.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember McDaniel, to approve the agenda as amended. On vote the motion carried (7-0-0-0).

Guest Business. None.

Council Business:

Councilmember Daughtry: Police Chief Candidates Meeting, Family Center, Aquafest, Economic Development Subcommittee, Visitor Information Center and Fish Roundabout dedications and Chamber Event; Councilmember Low: Chamber Grand Opening and Roundabout Dedication; Parks Subcommittee, Public Works Subcommittee, Frontier Heights Homeowners (HOA) meeting, and thanked Police Officers for their service; Councilmember Hilt: Public Safety Committee meeting, thanked Police Officers for their services; Community Transit, Snohomish Health District; Councilmember Welch: Arts Commission and Parks Subcommittee; Councilmember McDaniel: Fire Commission, Frontier Heights Homeowners Association meeting, Public Safety committee meeting, and thanked the Police Officers for their service; Councilmember Holder: Visitor Information Center Dedication and Chamber function, Family Center, National Night Out on Tuesday August 2, Parks Subcommittee, Parks Board, Economic Development Subcommittee; and Councilmember Tageant: Visitor Information Center Dedication and Chamber function.

Mayor's Business: Mayor Spencer thanked the Council for their support in helping to create a City where people enjoy working and where the community is excited.

New Employee Introductions: Chief Krusey introduced Megan LeBlanc, Police Records specialist.

Chief Krusey next introduced Police Officer Alex Michael, who was then sworn in by Mayor Spencer.

City Department Report:

Human Resources Director Steve Edin: Progressive Walk; new code compliance officer beginning 8/1/2016; Finance Director/City Clerk Barb Stevens: Kira Heister is the new receptionist, and an offer letter will be sent for the senior accountant position; Public Works Director Mick Monken: Grade Road repair update; Community Development Director Russ Wright: Economic development outreach update; Down Town Subarea Plan Consultant will be meeting with staff on Thursday, and also Citizen Advisory Committee kick-off on Thursday; Parks Board, Design Review Board, Planning Commission and various subcommittee meetings, Aquafest booth signup; Interim City Administrator Mary Swenson: National League of Cities Summit in Pittsburgh, Senator King, Chair of Transportation Committee is-tentatively scheduled to visit Lake Stevens on August 18.

Consent Agenda.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Welch, to approve (A) 2016 Vouchers [Payroll Direct Deposits of \$153,476.76, Payroll Checks Nos. 40688-40690 totaling \$3,769.51, Tax Deposit(s) of \$62,229.97, Electronic Funds Transfers (ACH) of \$172,182.74, Claims Checks Nos. 40691-40767 totaling \$234,332.48, Total Vouchers Approved: \$625,991.46]; (B) June 28, 2016 City Council Regular Meeting Minutes; (C) Approve Complete Streets (TIB) Ordinance No. 965; (D) Affirmation to Terminate an Easement; and (F) Ordinance No. 963 re 2016 Budget Amendment No. 2. On vote the motion carried (7-0-0-0).

Action Items:

Approve Amendment to Professional Services Agreement for Grant Writing Consultant Services with Perteet, Inc.:

Public Works Director Mick Monken presented the staff report and said that staff is seeking an additional \$30,000 above the \$50,000 amount previously approved by Council in the March 2016 Professional Services Agreement. Director Monken reviewed the grant opportunities that Perteet has assisted with pursuing, and also reviewed possible grant opportunities that may be available through the end of the year. He then responded to Councilmembers' questions.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Hilt, to approve a budget increase of \$30,000 and authorize the Mayor to execute Supplement No. 1 to the Perteet, Inc. Grant Writing Assistance Service contract for a total contract amount not to exceed \$80,000. On vote the motion carried (7-0-0-0).

Authorize Mayor to Enter into Professional Services Agreement with Red Propeller, Inc. for 20th Street SE Marketing:

Economic Development Coordinator Jeanie Ashe presented the staff report and said Red Propeller, Inc. will assist with marketing of business opportunities in Lake Stevens and particularly along the 20th Street SE corridor by providing market tools, sales collateral, a PowerPoint presentation and a unique marketing website for development of the 20th Street SE corridor. She commented the owner of Red Propeller is a former employee of Paul Allen's development group, Vulcan, and they developed all of South Lake Union and also did the marketing for the City of Bothell. Ms. Ashe then responded to Councilmembers' questions.

MOTION: Moved by Councilmember Hilt, seconded by Councilmember Low, to authorize the Mayor to enter into a Professional Services Agreement with Red Propeller, Inc. for creative and marketing collateral services not to exceed \$44,500 with a contingency of \$5,500. On vote the motion carried (7-0-0-0).

Approve Resolution 2016-12 re Rates and Fees: Finance Director/City Clerk Barb Stevens and Community Development Director Russ Wright presented the staff report and reviewed the various rates and fees that are being amended or added.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Holder, to adopt Resolution 2016-12 adjusting fees for city licenses, permits and other services. On vote the motion carried (7-0-0-0).

Approve Ordinance 966 correcting LSMC 3.12.010 – Tax Levied: Director Stevens presented the staff report and commented this ordinance is being brought forward to correct a scribe's error that occurred when Ordinance 224 amending the telephone utility tax rates was enacted.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Hilt, to approve Ordinance 966 Amending the LSMC 3.12.010 entitled "Tax Levied" to correct a scribe's error. On vote the motion carried (7-0-0-0).

Executive Session: Mayor Spencer announced an executive session for 10 minutes beginning at 8:02 p.m. and ending at 8:12 p.m. to discuss a potential property sale and a personnel

matter, with no action to follow. At 8:11 p.m. the executive session was extended 5 minutes. The regular meeting reconvened at 8:18 p.m.

Study Session: None.

Adjourn:

Moved by Councilmember Tageant, seconded by Councilmember Welch to adjourn the meeting at 8:20 p.m. On vote the motion carried (7-0-0-0).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: August 23, 2016

Subject: School Resource Officer Interlocal Agreement with Lake Stevens School District

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to sign Amendment No. 5 to the SRO ILA updating the fees in Schedule A

SUMMARY/BACKGROUND:

Amendment No. 5 updates Fee Schedule A to reflect estimated costs for the 2016-2017 school year.

The City of Lake Stevens and the Lake Stevens School District have had an interlocal agreement to provide for a School Resource Officer at each high school in their jurisdiction for a number of years. The school district reimburses the City 75% of the SRO salary and benefits during the school year (September – June). The ILA for SRO services automatically renews each year, yet the fees in Schedule A must be updated to reflect salary and benefit changes.

APPLICABLE CITY POLICIES:

RCW 39.34, Interlocal Cooperation Acts, provides authority to enter into agreements with other jurisdictions

BUDGET IMPACT: N/A

ATTACHMENTS:

- ▶ Exhibit A: Amendment No. 5 – School Resource Officer Interlocal Agreement
- ▶ Exhibit B: Schedule A – Fee Schedule

AMENDMENT NO. 5

SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

This Amendment No. 5- School Resource Officer Interlocal Agreement is made and entered into this 23rd day of August, 2016 by and between the LAKE STEVENS SCHOOL DISTRICT ("School District") and the CITY OF LAKE STEVENS ("City").

WHEREAS School District and City are parties to a School Resource Officer Interlocal Agreement (the "SRO-ILA") dated October 19, 2010;

WHEREAS the SRO-ILA provides for annual renewals and requires the parties from time to time to adopt a Schedule A to set forth the rate and payment of the School Resource Officer;

NOW, THEREFORE, School District and City agree as follows:

1. Schedule A for 2017. School District and City agree to a new Schedule A attached hereto and incorporated herein to set the rate and payment for the School Resource Officer for the School Year 2016-2017.
2. Ratification of Remaining Terms of SRO-ILA. Except as provided herein, all other provisions of the original SRO- ILA shall remain in full force and effect, unchanged, and the School District and City hereby ratify and confirm all of the other terms of the School Resource Officer Interlocal Agreement.
3. This Amendment NO. 5 shall be recorded or posted as required by RCW 39.34.040.

In WITNESS WHEREOF, the parties have caused duplicate originals of this Amendment No. 5 to be signed by their duly authorized officers.

CITY OF LAKE STEVENS

LAKE STEVENS SCHOOL DISTRICT

John Spencer, Mayor

Amy Beth Cook, Superintendent

ATTEST:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

SCHEDULE A FEE SCHEDULE

The School District will pay to the City of Lake Stevens the actual officer costs as set forth in Article III A-D in the ILA Agreement.

The estimate costs are as follows:

1. The SRO rates for September 1, 2016 – December 31, 2016:

Officer Irwin \$7,768.08 per month = 75% of \$10,357.44

Estimated extra-duty rate is \$80.09 per hour (billed at time and a half)

Officer Carter \$7,646.72 per month = 75% of 10,199.62

Estimated extra-duty rate is \$80.09 per hour (billed at time and a half)

2. The SRO estimated rate for January 1, 2017 – August 31, 2017*:

Officer Irwin \$8,092.62 per month = 75% of \$10,789.61

Officer Carter \$7,905.33 per month = 75% of 10,540.45

*Rates will vary for this period depending on medical insurance rates, COLA and Collective Bargaining Agreement



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ATTACHMENTS: Ordinance No. 968

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 968

AN ORDINANCE OF THE CITY OF LAKE STEVENS, REPEALING LAKE STEVENS MUNICIPAL CODE CHAPTER 2.72 - TRAFFIC VIOLATIONS BUREAU AND AMENDING LAKE STEVENS MUNICIPAL CODE CHAPTER 7.12 – PARKING; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION.

WHEREAS, Lake Stevens Municipal Code (LSMC) Chapter 2.72 provides for the creation of the Traffic Violations Bureau and sets forth the duties for the Traffic Violations Bureau; and

WHEREAS, the City Council has determined that the City no longer requires the services of a Traffic Violations Bureau; and

WHEREAS, The City desires to update LSMC Chapter 7.12 – Parking,

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

Section 1. LSMC Chapter 2.72 entitled “Traffic Violations Bureau” is hereby repealed in its entirety.

Section 2. LSMC Chapter 7.12 entitled “Parking” is hereby amended to read as follows:

Chapter 7.12
PARKING

Sections:

- 7.12.010 Purpose
- 7.12.020 Authority
- 7.12.030 Creating Parking Time Limits on Certain Streets
- 7.12.040 Limited and No Parking Zones
- 7.12.050 Parking Infractions
- 7.12.060 Payment of Infractions
- 7.12.070 Contested Infractions
- 7.12.080 Failure to Pay
- 7.12.090 Prohibited Parking
- 7.12.100 Reserved Disabled Parking -
- 7.12.110 Impounding Vehicles
- 7.12.120 Penalties –Parking Regulation
- ~~7.12.130 Violation and Penalty~~

7.12.010 Purpose.

The purpose of this Chapter is to promote traffic safety and maintain streets free from hazardous and nuisance conditions by enforcing a uniform parking code.

7.12.020 Authority.

A Police Officer, Police Services Officer or authorized Fire District Employee may enforce the provisions of this Chapter.

7.12.030 Creating Parking Time Limits on Certain Streets.

The narrowness of and the volume of traffic on the streets in certain sections of the City has the effect of congesting the streets and impeding the movement of traffic.

7.12.040 Limited and No Parking Zones.

The City Council may, by resolution, or Public Works Director may, pending a resolution, establish limited and no parking zones which shall be appropriately marked and maintained and shall be subject to the restrictions and provisions of this title relating to such zones.

7.12.050 Parking Infractions.

Parking infractions shall be left or affixed in a conspicuous place on the vehicle and shall state:

- A. The time and date issued;
- B. The location of the violation;
- C. A description and/or identifying number of the vehicle;
- D. A description of the violation;
- E. The issuing officer's name and badge or personnel number;
- F. A statement about the payment process, how to contest the infraction, and the compliance date; and
- G. The mailing and physical address of the ~~violations bureau~~ Lake Stevens City Hall.

7.12.060 Payment of Infractions.

- A. Parking infractions shall be paid at the Lake Stevens City Hall ~~Violations Bureau~~ in person, in the drop slot or by mail within fifteen (15) days of issuance.
- B. The fine for all parking infractions paid on the City's next full business day after the citation is given shall be reduced by one half the fine amount.
- C. For payments made by mail, a postmark shall serve as the date the payment is made.

7.12.070 Contested Infractions.

- A. A parking infraction may be contested by notifying the Lake Stevens City Hall ~~Violations Bureau or Police Department~~ within fifteen (15) days of issuance and requesting a hearing.
- B. Requests must be made in writing and signed by the owner of the vehicle.
- C. The City of Lake Stevens ~~Police Department~~ will forward a Notice of Infraction to the Municipal Court for a hearing.

7.12.080 Failure to Pay.

- A. The fine for parking infractions that are neither contested nor paid within fifteen (15) days of issuance shall be doubled.
- B. Failure to remit the fine within fifteen (15) days of receiving a reminder notice from the Municipal Court that the fine is due will result in the inability to renew the vehicle registration without remitting the fine.
- C. The Municipal Court shall submit all unpaid parking infractions to collections 30 days after the date of citation.

D. For all infractions that are neither contested nor paid within fifteen (15) days of issuance, the Municipal Court shall send the vehicle owner a reminder notice stating that payment has not been made and describing the consequences of non-payment set forth in Parts A through C above.

7.12.090 Prohibited Parking.

A. Except when necessary to avoid conflict with other traffic, or in compliance with the directions of a police officer or official control device, it shall be unlawful to:

1. Stop, stand, or park a vehicle;
 - a. on the roadway side of any vehicle stopped or parked at the edge or curb of any street;
 - b. on a sidewalk or street planting strip;
 - c. within an intersection;
 - d. on a crosswalk;
 - e. along side or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic or the view of the traffic by other drivers;
 - f. upon any bridge or other elevated structure upon a roadway;
 - g. on any railroad tracks;
 - h. in a posted fire lane, whether on public or private property;
 - i. in a designated pedestrian walkway;
 - j. at any place where official signs prohibit stopping;
 - k. in the travel portion of any roadway; or
 - l. in any location that obstructs the normal movement of traffic.
2. Stand or park a vehicle, whether occupied or not, except to momentarily pick-up or discharge a passenger or passengers:
 - a. in front of a public or private driveway or within five (5) feet thereof;
 - b. within fifteen (15) feet of a fire hydrant;
 - c. within twenty (20) feet of a crosswalk;
 - d. within thirty (30) feet approaching any flashing signal, stop sign, yield sign, or traffic control signal located at the side of a roadway;
 - e. within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of said entrance when properly sign posted, or
 - f. at any place where official signs prohibit standing.
3. Park a vehicle, whether occupied or not, except temporarily to load or unload property or passengers;
 - a. within fifty feet of the nearest rail of a railroad crossing; or
 - b. at any place where official signs prohibit parking.

B. It shall be unlawful to park in an area beyond the posted time limit or at a time the area is posted as being closed to parking.

C. It shall be unlawful to park on public property or right-of-way without paying the posted parking fee.

D. It shall be unlawful to reserve or attempt to reserve any portion of the roadway for purpose of stopping, standing or parking to the exclusion of others, without specific permission of the City of Lake Stevens.

E. Unless otherwise posted or regulated, vehicles stopped or parked on a roadway shall be:

1. Parked with the wheels parallel to and within 12 inches of the curb, or as close as practical to edge of roadway, and so as not to obstruct traffic; and
2. Parked in the direction of authorized traffic movement.

F. It is unlawful to park directly adjacent to and within six feet of a clearly visible residential mailbox between the hours of 8:00 a.m. and 5:00 p.m. on any day scheduled for regular mail delivery by the United States Postal Service, excluding Sundays and State and Federal holidays when there is no regular mail delivery service. (Ord. 836, Sec. 1, 2010)

7.12.100 Reserved Disabled Parking.

(a) A parking space or stall for a disabled person shall be indicated by a vertical sign, between 36 and 84 inches off the ground, with the international symbol of access, whose colors are white on a blue background as described under RCW [70.92.120](#) and the notice “State disabled parking permit required.”

(b) The person, partnership, firm or corporation owning or controlling the property where required parking spaces are located shall ensure the parking spaces are properly marked, not blocked or made inaccessible.

(c) It is unlawful to park in a space or area reserved and properly marked for disabled parking without State-recognized identifiers on or in the vehicle.

(d) Violation of this provision shall result in the issuance of a Notice of Infraction and/or the vehicle may be towed by the property owner.

7.12.110 Impounding Vehicles.

The City may tow any vehicle that violates this chapter in a manner that obstructs the travel portion of any roadway, sidewalk, or walkway. Vehicle Impounds are authorized and enforced through LSMC Chapter 7.40 – Vehicle Impoundment.

7.12.120 Penalties - Parking Regulation.

Unless otherwise stated in this chapter, violations of parking regulations shall result in a parking infraction. Fines for violations shall be set by resolution adopted by the City Council.

~~7.12.130 Violation and Penalty.~~

~~Failure to comply with any provision of this chapter, or violation of any provision of this chapter, is a civil infraction for first and second offenses occurring within a 365 day period. Third or subsequent offenses within a 365 day period shall either be (a) a misdemeanor subject to a jail term of not more than one year, a fine of not more than \$1,000, or both such fine and imprisonment or (b) subject to enforcement pursuant to Title [17](#) of the Lake Stevens Municipal Code. (Ord. 623, Sec. 2, 2001)~~

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force and effect five days after its publication in the City’s official newspaper.

PASSED by the City Council of the City of Lake Stevens this ____ day of August, 2016.

John Spencer, Mayor

ATTEST/AUTHENTICATION:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First and Final Reading: August 23, 2016

Published:_____

Effective Date:_____



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: August 23, 2016

Subject: Approve Interlocal Agreement for the Snohomish Regional Drug & Gang Task Force

Contact Ralph Krusey, Interim Police Chief
Person/Department: _____

Budget
Impact: \$9,941.00

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Authorize the Mayor to sign the Snohomish Regional Drug & Gang Task Force Interlocal Agreement for the period July 1, 2016 through September 30, 2017.**

SUMMARY/BACKGROUND: Snohomish Regional Drug and Gang Task Force is a multi-agency effort to combat drug dealers and suppliers. The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources and functions in order to disrupt drug trafficking systems and to remove traffickers through cooperative programs of investigation, prosecution and asset forfeiture. The Task Force efforts are directed to mid and upper level dealers. The Task Force also assists agencies within the county with narcotics enforcement and narcotics training. This Interlocal agreement continues the City's participation beginning July 1, 2016 through September 30, 2017.

Historically, the agreement has run from July 1 through June 30 of each year, however, the Washington State Department of Commerce is shifting its grant funding cycle to the federal fiscal year which begins on October 1st of each year. Accordingly the begin and end dates of this Interlocal agreement are being shifted to match the federal fiscal year as well.

Based on the above, the annual cost for this Interlocal is \$7953 for the period October 1, 2016 through September 30, 2016, an increase of \$251 (just under 1%) over the amount paid under the previous Interlocal agreement, plus \$1,988 for the additional quarter to shift to the federal fiscal year.

The City Attorney's Office reviewed and approved the ILA as to form.

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

BUDGET IMPACT: Local match breakdowns are determined by populations of the participating jurisdictions. In previous years Lake Stevens paid the following amounts:

2006:	\$1642	2010:	\$6152	2014:	\$7474
2007:	\$2219	2011:	\$6520	2015:	\$7702
2008:	\$3011	2012:	\$7044	2016-2017:	\$9941
2009:	\$3425	2013:	\$7256		

ATTACHMENTS: Interlocal Agreement Establishing Snohomish Regional Drug & Gang Task Force

**INTERLOCAL AGREEMENT ESTABLISHING
SNOHOMISH REGIONAL DRUG & GANG TASK FORCE**

This Interlocal Agreement Establishing the Snohomish Regional Drug & Gang Task Force (“Agreement”), is entered into by and among Snohomish County, a political subdivision of the State of Washington, and the following jurisdictions (hereinafter collectively referred to as the “Participating Jurisdictions”):

City of Arlington	City of Mill Creek
City of Bothell	City of Monroe
City of Brier	City of Mountlake Terrace
City of Darrington	City of Mukilteo
City of Edmonds	City of Snohomish
City of Everett	City of Stanwood
City of Gold Bar	City of Sultan
City of Granite Falls	DSHS, Child Protective Services
City of Index	Washington State Patrol
City of Lake Stevens	Snohomish Health District
City of Lake Forest Park	
City of Lynnwood	
City of Marysville	

WITNESSES THAT:

WHEREAS, the State of Washington Department of Commerce (hereinafter "Commerce"), has received funds from the U.S. Department of Justice under authority of the Anti-Drug Abuse Act of 1988 to provide grants to local units of government for drug law enforcement; and

WHEREAS, eligible applicants include cities, counties and Indian tribes; and

WHEREAS, chapter 39.34 RCW permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and

WHEREAS, Snohomish County and Commerce have entered into a Narcotics Control Grant Contract (hereinafter "Grant Contract") whereby Snohomish County will use specified grant funds solely for a regional task force project consistent with the task force grant application submitted to Commerce on or before July 1, 2016, upon which the Grant Contract is based (by this reference both the Grant Contract and the grant application are incorporated in this agreement as though set forth fully herein); and

WHEREAS, the Participating Jurisdictions recognize the above-mentioned Grant Contract between Commerce and Snohomish County; and

WHEREAS, the Participating Jurisdictions desire to participate as members of the multi-jurisdictional task force with Snohomish County administering task force project grants on their behalf; and

WHEREAS, the Participating Jurisdictions desire to enter into an agreement with Snohomish County to enable Snohomish County to continue to be the receiver of any grant funds related to the task force project; and

WHEREAS, each of the Participating Jurisdictions represented herein is authorized to perform each service contemplated for it herein;

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

1.0 TASK FORCE CONTINUATION, TERM, AND PURPOSE

- 1.1 The countywide multi-jurisdictional task force, composed of law enforcement, prosecutor, and support personnel, known as the Snohomish Regional Drug & Gang Task Force (hereinafter "Task Force"), was created pursuant to the Interlocal Agreement Among Participating Jurisdictions dated January 18, 1988. The Task Force has operated on a continuous basis since that time under a series of interlocal agreements, the most recent effective from July 1, 2015, through June 30, 2016. This Agreement shall serve to continue the operation of the Task Force.
- 1.2 The term of this Agreement shall be from July 1, 2016, through September 30, 2017, unless earlier terminated or modified as provided in this Agreement.
- 1.3 The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture. The parties do not intend that this Agreement create a separate legal entity subject to suit.
- 1.4 The Task Force agrees to perform the statement of work indicated in the Task Force Abstract set forth in the application for funding between Commerce and Snohomish County. Therefore each Participating Jurisdiction adopts the following Task Force goals:
 - Reduce the number of drug traffickers and gang members in the communities of Snohomish County through the professional investigation, apprehension and conviction.
 - Efficiently attack, disrupt and prosecute individual and organized mid to upper level drug traffickers and street gang members who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations previously impregnable.

- Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions and the sharing of resources and information.
 - To address these issues with the foremost consideration of safety for both law enforcement and the community.
- 1.5 The Task Force will follow a management system for the shared coordination and direction of personnel as well as financial, equipment and technical resources as stated in this Agreement.
- 1.6 The Task Force will implement operations, including:
- a. Development of intelligence
 - b. Target identification
 - c. Investigation
 - d. Arrest of Suspects
 - e. Successful prosecution of offenders, and
 - f. Asset forfeiture/disposition
- 1.7 The Task Force shall evaluate and report on Task Force performance to Commerce as required in the Grant Contract.

2.0 ORGANIZATION

- 2.1 Exhibit “D”, incorporated herein by this reference, sets forth the organization of the Task Force.
- 2.2 The Task Force Executive Board shall be comprised of the Snohomish County Prosecuting Attorney, the Snohomish County Sheriff, the Everett Police Chief, the Everett City Attorney, and one (1) chief of police from the remaining Participating Jurisdictions chosen by the chiefs of police of the remaining Participating Jurisdictions. The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same

rights as the appointing member. Any action taken by the Task Force Executive Board under this Agreement shall be based on a majority vote.

- 2.3 Personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office (SCSO) through the Task Force Commander. The Task Force Commander will be an employee of Snohomish County for all purposes and, if not a regular SCSO deputy, will hold a special commission for that purpose.
- 2.4 Exhibit "A", incorporated herein by this reference, sets forth the personnel currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this Agreement shall restrict the ability of the Snohomish County Prosecuting Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel now or later assigned to the Task Force.
- 2.5 Participating Jurisdiction Employees: Personnel assigned to the Task Force by Participating Jurisdiction shall be considered employees of that Participating Jurisdiction. All rights, duties, and obligations of the employer and the employee shall remain with that individual jurisdiction. Each Participating Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, with regard to its employees.

3.0 FINANCING

- 3.1 Exhibit "B", incorporated herein by reference, sets forth the estimated Task Force Grant Contract budget. Participating Jurisdictions agree to provide funds that in the aggregate will allow for at least a one-third match of the funds awarded under the Grant Contract ("Local Match").
- 3.2 Exhibit "C", incorporated herein by reference, sets forth the Local Match breakdown for the period from July 1, 2016, to September 30, 2017. Although State and/or Federal Grant funds may vary from the amount initially requested,

each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit “C”, and to pay its funding share to Snohomish County as administrator of Task Force funds promptly upon request.

- 3.3 As required by the Grant Contract, each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to narcotics enforcement activities and that no Task Force activity will supplant or replace any existing narcotic enforcement activities.
- 3.4 Except as modified by section 5.3 below, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in a designated special account for the purpose of supporting Task Force operations, and all real or personal property of the Task Force will be held in Snohomish County’s name for the benefit of the Task Force.
- 3.5 Upon termination of the Task Force, all funds remaining in said special account shall be disbursed pro rata to the then-current Participating Jurisdictions in proportion to the percentage of their most recent contribution to the Local Match indicated in Exhibit “C”.

4.0 GENERAL ADMINISTRATION

- 4.1 Snohomish County agrees to provide Commerce with the necessary documentation to receive grant funds.
- 4.2 By executing this Agreement, each Participating Jurisdiction agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract.
- 4.3 All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this Agreement must first be approved on motion of the Task Force Executive Board. By executing this Agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and

resources available to the Task Force, Snohomish County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. No such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in section 10.0 of this Agreement.

- 4.4 Any dispute arising under this Agreement will be forwarded to the Task Force Executive Board for arbitration. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in section 10.0 of this Agreement.

5.0 ASSET FORFEITURE

- 5.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by officers assigned to the Task Force during the pendency of this Agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County on behalf of the Task Force and its Participating Jurisdictions.
- 5.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this Agreement in compliance with law and Task Force procedures.
- 5.3 A portion of the net monetary proceeds of each asset forfeiture made by the Task Force shall be distributed to the involved investigating agencies

commensurate with their participation as determined by prior agreement between the Task Force Commander and said agencies, or in the absence of such agreement, by the Task Force Executive Board, prior to dedication of the remaining proceeds to the Task Force as specified in section 3.4. As long as the personnel assignments stated in Exhibit "A" remain unchanged, distributions to Snohomish County and the City of Everett under this subparagraph shall be 40 percent each of the net monetary proceeds remaining after distributions under this subparagraph to Participating Jurisdictions other than Snohomish County and the City of Everett. If assignments change from those stated in Exhibit "A", the Task Force Executive Board may modify the relative percentage allocations to Snohomish County and the City of Everett on a case-by-case or permanent basis. For purposes of this subparagraph, the term "net monetary proceeds" means cash proceeds realized from property forfeited during the term of this Agreement that is not retained for use by the Task Force after deducting all costs and expenses incurred in its acquisition, including but not limited to the cost of satisfying any bona fide security interest to which the property may be subject at the time of seizure, the cost of sale in the case of sold property (including reasonable fees or commissions paid to independent selling agencies), amounts paid to satisfy a landlord's claim for damages, and the amount of proceeds (typically ten percent) payable to the State of Washington under RCW 69.50.505(9) or similar law.

- 5.4 The Task Force may retain funds in an amount up to \$250,000.00 from the net proceeds of vehicle seizures for the purchase of Task Force vehicles and related fleet costs.
- 5.5 Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10), which limits use to the expansion and improvement of controlled substances related law enforcement activity and prohibits use to supplant preexisting funding sources.

- 5.6 Upon termination of the Task Force, the Task Force Executive Board shall dispose of the Task Force's interest in assets seized or forfeited as a result of this Agreement in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with sections 5.3 and 3.5.

6.0 ACQUISITION AND USE OF EQUIPMENT

- 6.1 For purposes of this Agreement, the term "Equipment" shall refer to all personal property used by the Task Force in performing its purpose and function, including but not limited to: materials, tools, machinery, equipment, vehicles, supplies, and facilities.
- 6.2 In the event that any Equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.
- 6.3 Personnel assigned to the Task Force may use Equipment that is provided or acquired for Task Force purposes as directed by the Task Force Commander.
- 6.4 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.
- 6.5 Upon termination of the Task Force, the Task Force Executive Board shall dispose of all acquired equipment in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with section 3.5.

7.0 MODIFICATION

Participating Jurisdictions reserve the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing jurisdictions with the same formality as this Agreement.

8.0 NONDISCRIMINATION PROVISION

There shall be no discrimination against any employee who is paid by the grant funds or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

9.0 TERMINATION OF AGREEMENT

- 9.1 Notwithstanding any provisions of this Agreement, any party may withdraw from the Agreement as it pertains to it by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any Equipment it has provided to the Task Force, and shall be entitled to distributions under section 5.3 of this Agreement with respect to asset forfeitures initiated before the effective date of withdrawal.
- 9.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this Agreement, Snohomish County may unilaterally terminate all or part of the Agreement, or may reduce its scope of work and budget.

10.0 HOLD HARMLESS

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend

any such matter to the extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

11.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

12.0 INTEGRATION

With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements pursuant to section 5.3 hereof, this Agreement constitutes the whole and entire agreement among those parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

13.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this Agreement, the Agreement, once filed as specified in section 15.0, shall be effective as between the parties that have executed the Agreement to the same extent as if no other parties had been named.

14.0 SEVERABILITY

If any part of this Agreement is unenforceable for any reason the remainder of the Agreement shall remain in full force and effect.

15.0 POSTING/RECORDING

This Agreement will be filed with the Snohomish County Auditor or posted on the County's or Participating Jurisdiction's interlocal agreements webpage, in compliance with RCW 39.34.040.

In witness whereof, the parties have executed this Agreement.

THE COUNTY:

Snohomish County, a political subdivision
of the State of Washington

By _____
Name: _____
Title: _____

Approved as to Form:

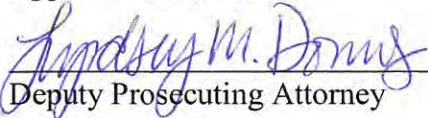
 7/8/16
Deputy Prosecuting Attorney

EXHIBIT A

Snohomish Regional Drug & Gang Task Force

Personnel Assigned by Jurisdiction
July 1, 2016 through September 30, 2017

EVERETT POLICE DEPARTMENT

1 Lieutenant
1 Sergeant
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Support Personnel

FUNDING

Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD

VACANT

VACANT

SNOHOMISH COUNTY SHERIFF'S OFFICE

1 Task Force Commander
1 Lieutenant
1 Sergeant
1 Sergeant
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Information Deputy
1 K9 Detective
1 Support Staff

FUNDING

Justice Assistance Grant
Snohomish County Sheriff
Justice Assistance Grant
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff

VACANT

SNOHOMISH HEALTH DISTRICT

1 Local Health Officer

FUNDING

Snohomish Health District

SNOHOMISH COUNTY PROSECUTOR'S OFFICE

1 Deputy Prosecutor
1 Support Staff

FUNDING

Seizure Funding
Seizure Funding

STATE OF WASHINGTON

1 Detective
1 Case Worker
1 Agent

FUNDING

Washington State Patrol
DSHS, Child Protective Services
Department of Corrections

WA STATE GAMBLING COMMISSION

1 Agent

FUNDING

Washington State

VACANT

NATIONAL GUARD

1 Intelligence Analyst

FUNDING

Washington National Guard

VACANT

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

1 Agent

FUNDING

ATF

VACANT

DRUG ENFORCEMENT AGENCY

1 Agent

FUNDING

Drug Enforcement Agency

VACANT

INTERNAL REVENUE SERVICE

1 Agent

FUNDING

Internal Revenue Service

VACANT

ICE / H.S.I.

2 Agent

FUNDING

Immigration And Customs Enforcement

NAVAL CRIMINAL INTELLIGENCE SERVICE

1 Agent

FUNDING

NCIS

VACANT

FEDERAL BUREAU OF INVESTIGATIONS

1 Agent

FUNDING

FBI

EXHIBIT B

Snohomish Regional Drug & Gang Task Force

Byrne/JAG Grant Estimated Operating Budget for July 1, 2016 through September 30, 2017

	<u>FEDERAL FUNDS</u>	<u>LOCAL MATCH</u>	<u>TOTAL</u>
Salaries	111,500	192,856	324,356
Benefits	21,500	58,600	60,100
Contracted Services	0	0	0
Goods and Services	0	0	0
Travel	0	0	0
Training	0	0	0
Equipment	0	0	0
Confidential Funds	0	0	0
TOTALS	\$133,000	\$251,456	\$384,456

EXHIBIT C

Snohomish Regional Drug & Gang Task Force

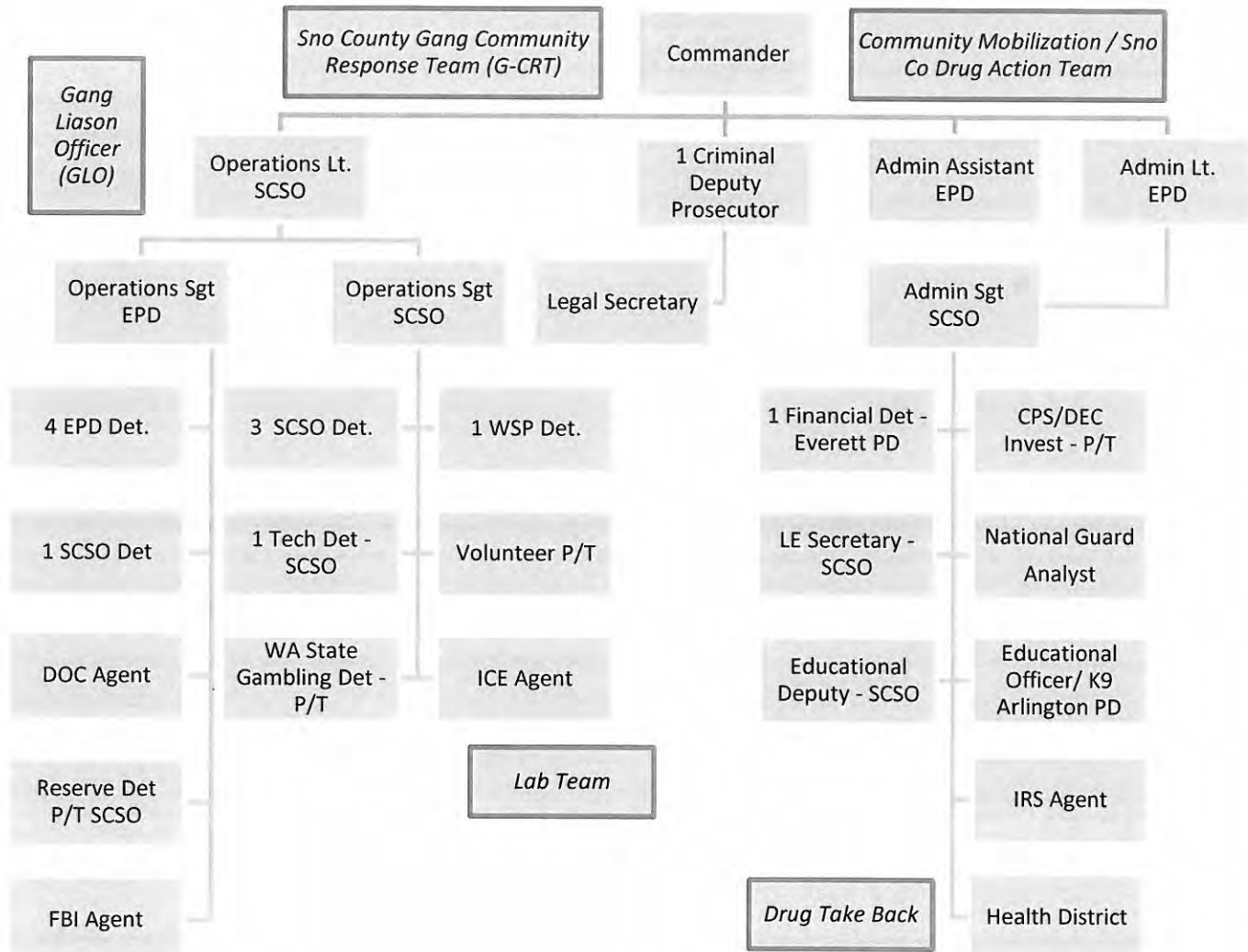
Local Contributions for July 1, 2016 through September 30, 2017

JURISDICTION	POPULATION	2016 BRIDGE AMOUNT	OCT 2016- SEPT 2017 AMOUNT	CONTRACT GRAND TOTAL
Arlington	18,490	\$ 1,230	\$ 4,918	\$ 6,148
Bothell	17,230	\$ 1,146	\$ 4,583	\$ 5,729
Brier	6,500	\$ 432	\$ 1,729	\$ 2,161
Darrington	1,350	\$ 90	\$ 359	\$ 449
Edmonds	40,490	\$ 2,693	\$ 10,770	\$ 13,463
Everett	105,800	\$ 7,036	\$ 28,142	\$ 35,178
Gold Bar	2,115	\$ 141	\$ 563	\$ 704
Granite Falls	3,390	\$ 226	\$ 902	\$ 1,128
Index	160	\$ 11	\$ 43	\$ 54
Lake Stevens	29,900	\$ 1,988	\$ 7,953	\$ 9,941
Lake Forest Park	-	\$ -	\$ -	\$ -
Lynnwood	36,420	\$ 2,422	\$ 9,687	\$ 12,109
Marysville	64,140	\$ 4,265	\$ 17,061	\$ 21,326
Mill Creek	19,760	\$ 1,314	\$ 5,256	\$ 6,570
Monroe	17,620	\$ 1,172	\$ 4,687	\$ 5,859
Mountlake Terrace	21,090	\$ 1,403	\$ 5,610	\$ 7,013
Mukilteo	20,900	\$ 1,390	\$ 5,559	\$ 6,949
Snohomish	9,385	\$ 624	\$ 2,496	\$ 3,120
Snohomish County	330,260	\$ 21,962	\$ 87,847	\$ 109,809
Stanwood	6,585	\$ 438	\$ 1,752	\$ 2,190
Sultan	4,680	\$ 311	\$ 1,245	\$ 1,556
DSHS, CPS	-	\$ -	\$ -	\$ -
Snohomish Health District	-	\$ -	\$ -	\$ -
Washington State Patrol	-	\$ -	\$ -	\$ -
PARTICIPATING JURISDICTIONS' TOTALS:		\$ 50,294	\$ 201,162	\$ 251,456

EXHIBIT D

SRDGTF Executive Board

Chief of Everett (Asst Chair), Chief of Lynnwood, Snohomish County Sheriff (Chair),
Snohomish County Prosecutor, City of Everett Attorney, SRDGTF Commander





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: August 23, 2016

Subject: Update of Lake Stevens Municipal Code 9.16

Contact Ralph Krusey, Interim Police Chief
Person/Department: _____ **Budget Impact:** None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Adopt Ordinance 967 Amending LSMC 9.16.100 and Adding LSMC 9.16.110

SUMMARY/BACKGROUND: From time to time it is necessary for the City to update its Criminal Code, LSMC Title 9, to be in conformity with the Revised Code of Washington Criminal Codes. The City's prosecuting attorneys recently brought to our attention that new language has been added to RCW 9A.86.010 Disclosing intimate images, which can be used as a tool by City prosecutors. By adopting RCW 9A.96.010, this amendment allows the City to prosecute these types of cases rather than referring them to the County prosecutor.

This ordinance also contains a housekeeping amendment to LSMC 9.16.100 – Nude Bathing Prohibited, which removes the \$250 fine and instead aligns it with state law, which provides that misdemeanors are criminal offenses with 90 days jail and \$1000 fine, plus costs. This amendment also provides a tool for prosecutors in situations where a charge of Indecent Exposure is too much.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: None

ATTACHMENTS:

- Exhibit A: Ordinance 967

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 967

AN ORDINANCE OF THE CITY OF LAKE STEVENS, AMENDING LAKE STEVENS MUNICIPAL CODE SECTION 9.16.100 – NUDE SUNBATHING PROHIBITED; ADDING NEW SECTION 9.16.110 ADOPTING RCW 9A.86.010 DISCLOSING INTIMATE IMAGES BY REFERENCE; ESTABLISHING AN EFFECTIVE DATE; PROVIDING FOR SUMMARY PUBLICATION; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City Council desires to adopt this ordinance to be consistent with current practice and laws;

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

Section 1. LSMC 9.16.100 entitled Nude Sunbathing Prohibited is amended to read as follows:

9.16.100 Nude Sunbathing Prohibited.

- (a) A person is guilty of nude sunbathing if he or she intentionally makes any open or obscene exposure of his or her person at a public beach.
- (b) Every person who violates any provision of this section shall be guilty of a misdemeanor., ~~and on conviction therefor shall be fined not more than \$250.00.~~ (Ord. 873, Sec. 4, 2012; Ord. 448, Sec. 3, 1994)

Section 2. LSMC new Section 9.16.110 entitled Disclosing Intimate Images is adopted to read as follows:

9.16.110 Disclosing Intimate Images.

The following state statute including all future amendments, additions or deletions is hereby adopted by reference:

- (a) RCW 9A.86.010 Disclosing intimate images.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date and Publication. A summary of this ordinance consisting of its title shall

be published in the official newspaper of the City. This ordinance shall take effect and be in full force and effect five days after its publication in the City's official newspaper.

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

John Spencer, Mayor

ATTEST/AUTHENTICATION:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First and Final Reading: _____, 2016

Published: _____

Effective Date: _____



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** 23 August 2016
Date: _____

Subject: Grade Road Embankment Emergency Repairs – Geotechnical Services Supplemental No. 3

Contact	Mick Monken	Budget	\$19,000.00
Person/Department:	<u>Public Works</u>	Impact:	_____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Supplemental Agreement No. 3 with Robinson and Noble, Inc. to provide geotechnical services for the Grade Road Embankment Emergency Repairs for an amount of \$19,000.

SUMMARY/BACKGROUND: In October 2015 the City Council declared an emergency condition (Resolution 2016-04) for the section of Grade Road north of 30th Street NE due to an embankment failure resulting in a full roadway closure. Since that time the City has acquired property to perform the repairs, completed the environmental work, applied for permits, and secured the services of a contractor to perform the repair services. In July of this year the City received authorization from the State to begin construction on the embankment and work started the first week of August. The permit (Hydraulic Project Approval – aka HPA) allows for the work within the stream buffer to be completed by October.

This action is a Supplemental to an existing geotechnical agreement that the City has with Noble and Robinson, Inc. As this work is being performed under an emergency, this contract was executed under the authority of the Mayor and Notice to Proceed was issued so that work could begin in early August. However, this action still requires a Council authorization for the record.

BUDGET IMPACT: \$19,000 is currently within a budgeted line for the Grade Road Embankment repair.

ATTACHMENTS:

- Exhibit A: Supplement Number 3

EXHIBIT A
SUPPLEMENTAL AGREEMENT NO. 3
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF LAKE STEVENS
Grade Road 3000 block Embankment Stability

This Supplemental Agreement No. 3 is made and entered into on the 25th day of July, 2016, between the City of Lake Stevens, hereinafter called the "City" and Entity Name: Robinson and Noble, Inc. Business Name: Cornerstone Geotechnical. Inc hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for geotechnical analysis to perform a slope stability analysis and preparation of a preliminary soil nailing design, hereinafter called the "Project," said Agreement being dated 23rd August 2013; and

WHEREAS, two prior supplement have been executed to the original Agreement for the purpose of additional study, embankment design services, and temporary construction support; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for geotechnical construction support for the repair work for Grade Road adjacent to Catherine Creek and to amend the total amount payable for this Agreement,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated 23rd August 2013 shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be

PROFESSIONAL SERVICES AGREEMENT SUPPLEMENTAL - 3

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supplemented to include the Scope of Services as described in Exhibit A1, attached hereto and by this reference made part of this Supplemental Agreement No. 3.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", section IV.1 Payments, the second sentence of sub-section a. is amended to include the additional Consultant fee of \$19,000.00 and shall read as follows: "In no event shall the compensation paid to Consultant under this Agreement exceed \$83,300.00 without the written agreement of the Consultant and the City.

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

Original Agreement	\$18,900.00
Supplemental Agreement No.1	\$16,600.00
Supplemental Agreement No.2	\$28,800.00
Supplemental Agreement No.3	\$19,000.00
Grand Total	\$83,300.00

3. Article III, of the Original Agreement, " OBLIGATIONS OF THE CONSULTANT" section III.3 Term, is amended to provide that term of this Agreement shall commence on 22 August 2013 and shall terminate at midnight, 30 December 2016.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 3 as of the day and year first above written.

CITY OF LAKE STEVENS

Robinson Noble, Inc.

By: _____
Mayor

By: 
Its Principal Engineer

ATTEST/AUTHENTICATED:

City Clerk

PROFESSIONAL SERVICES AGREEMENT SUPPLEMENTAL - 3

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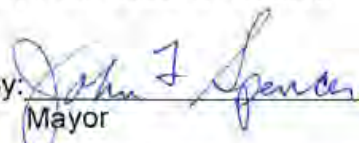
Original Agreement	\$18,900.00
Supplemental Agreement No.1	\$16,600.00
Supplemental Agreement No.2	\$28,800.00
Supplemental Agreement No.3	\$19,000.00
Grand Total	\$83,300.00

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IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 3 as of the day and year first above written.

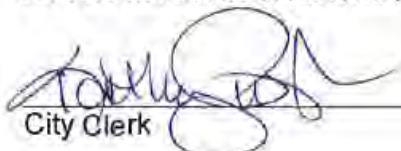
CITY OF LAKE STEVENS

Robinson Noble, Inc.

By: 
Mayor

By: _____
Its _____

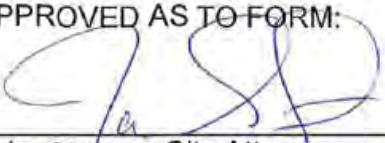
ATTEST/AUTHENTICATED:


City Clerk

PROFESSIONAL SERVICES AGREEMENT SUPPLEMENTAL - 3

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APPROVED AS TO FORM:



Lake Stevens City Attorney

Exhibit A1

Scope of Work
Grade Road 3000 Block Embankment Stability

Note: This work is being performed under an emergency declaration Resolution number 2016-04.

Scope of Work

The scope of services to be provided by Robinson Noble, Inc. is for construction observation and consultation services, including the following:

1. Review our previous report and plans for the site.
2. Observe excavation of the existing embankment
3. Observe construction of reinforced embankment.
4. Perform density testing of new embankment fill. This includes laboratory density curves.
5. Observe placement of root wads and anchors.
6. Observe placement of embankment armor within the creek corridor.
7. Complete in-place and laboratory testing as needed.
8. Prepare daily field reports to document our observations and conclusions.
9. Prepare a final letter summarizing our construction observations.
10. Additional services as requested by you.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda 23 August 2016**

Subject: **Aerator Removal Evaluation Professional Service Agreement Award**

Contact	Mick Monken	Budget	\$11,940.00
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 CRUX Diving & Salvage, Inc. for an amount not to exceed \$11,940.00 to perform an evaluation of the Lake Stevens Aerator for future removal.

SUMMARY/BACKGROUND: In the early 1990's the County installed an aerator system in Lake Stevens for the purpose of controlling phosphorus loadings generated from the sediment. In 2007 the aerator became part of the City inventory and responsibility to perform maintenance. By 2012 the aerator system stopped functioning and the City and County elected to use aluminum sulfate (Alum) treatment to control the phosphorus loadings. A decision was made at that time that if the Alum proved to be effective the aerator would be considered for future removal after 5 years.

After three years of Alum treatment (end of 2015) a study was performed on the results of these treatments (released in early 2016). The outcome was that the health of the lake is improving and the lake is considered to be in a safe and healthy condition.

Based on these findings it appears the aerator is no longer needed and can be removed. The services provided under this PSA is to perform an underwater evaluation of the aerator system, including the air line, and to prepare a Summary Report. This report will provide the findings, recommendation for the removal method and disposal of the aerator system, and a detailed cost estimate for the complete removal. This is expected to provide the information for the Council upon which a decision on how to proceed can be reached. (At this point a place holder has been included in the 2017 budget process of \$300,000. This is not a known actual cost.)

BUDGET IMPACT: General Fund which will require a budget adjustment

ATTACHMENTS:

- A A: Professional Service Agreement

Attachment A

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND CRUX DIVING AND SALVAGE, 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 CRUX Diving and Salvage, Inc., a Washington corporation ("Consultant").

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

III.3 **TERM.** The term of this Agreement shall commence on date of the Notice to Proceed and shall terminate at midnight, **28 November 2016**. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 **EMPLOYMENT.**

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

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

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

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

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

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

III.6 INDEMNITY.

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

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

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

d. **Public Records Requests.**

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

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

III.7 INSURANCE.

V. **Insurance Term.**

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

b. **No Limitation.**

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

- (V) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from

premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

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

Consultant shall maintain the following insurance limits:

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

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

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

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

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

V. **Claims-made Basis.** Unless approved by the City all insurance policies shall be

written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

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

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

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

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

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of

City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

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

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

No Subconsultants will be used

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall

the compensation paid to Consultant under this Agreement exceed **\$11,940.00** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

b. Public Records.

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

ARTICLE V. GENERAL

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

To the City:

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

To the Consultant:

CRUX Diving and Salvage Inc.
Attn: David E. Cleary
8234 43rd Avenue NE
Seattle, WA 98115

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

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

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

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

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

V.5 SEVERABILITY.

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

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

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

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

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

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

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

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for

and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2016.

CITY OF LAKE STEVENS

CRUX DIVING AND SALVAGE, INC.

By: _____
John Spencer, Mayor

By: _____

Printed Name and Title

Approved as to Form:

By: _____
Grant K. Weed, City Attorney

Exhibit A Scope of Services

Scope of Services

Lake Stevens Aerator Removal Evaluation

Revision: 12 July 2016

Background: The City is planning on the removal of the aerator from Lake Stevens. The aerator is a system (aerator system) of four aeration tubes with distribution piping, an iron manifold, an air feeder line running from a pump house located northwest of Lundeen Park, and a number floats and anchors for the aerator and air feeder line.

Scope of Services: Service provider is to perform an inspection and document the condition of the aerator system from the air feeder line, once it leaves the shoreline at Lundeen Park, to the actual aerator tube and manifold system. Final product will be: a briefing on the findings; documentation on the condition of the aerator system; recommendation for the removal and disposal of the aerator system; and a cost estimate to perform the full removal of the aerator system within the limits as shown in the aerial photo below.



Task 1 – Aerator system underwater inspection

Perform an underwater inspection and document the findings on the condition of the entire aerator system within the limits as shown in the included aerial. Prepare a document brief on the findings that include the inventory and conditions of the system components.

Deliverable: Brief that provide photos, sketches, and other information to the components and conditions of the aerator system.

Task 2 – Summary Report – Summary report on the finding; recommendation for the removal method and disposal of the aerator system; and detailed cost estimate for the complete removal.

Deliverable: Summary Report

Delivery Time: Work is to be performed by 28th October 2016.

CRUX Diving & Salvage Inc.

8234 43rd Ave NE
Seattle, WA 98115
(206) 697-1009



July 15, 2016

Mr. Mick Monken
City of Lake Stevens
Dept. of Public Works
Via email: mmonken@lakestevenswa.gov

Re: Underwater Inspection of Lake Stevens Aerator System and Recommendation for Removal

Mick,

Crux Diving and Salvage Inc. is pleased to submit the following proposal for the underwater inspection of the Lake Stevens Aerator and recommendation for removal.

1. Perform an underwater inspection and document the findings on the condition of the entire aerator system within the limits as shown in the included aerial. Prepare a document brief on the findings that include the inventory and conditions of the system components. Provide photos, sketches, and other information to the components and conditions of the aerator system. Submit a Summary Report – Summary report will include the inspection findings; recommendation for the removal method and disposal of the aerator system; and detailed cost estimate for the complete removal.
2. Mobilization/demobilization \$965.00 Lump Sum
3. Perform Inspection as described in item 1 \$10,975 Lump Sum

Our rate includes: crew truck, surface supplied dive gear, underwater video system, dive boat, generator and miscellaneous consumables.

All diving operations will be performed in accordance with the CRUX Safe Practices Manual, The Associated of Diving Contractors Consensus Standards for Commercial Diving, and OSHA regulations.

Thank you for the opportunity to provide a quote. Please contact me if you have any questions.

Sincerely,

David E. Cleary



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** 23 August 2016

Subject: Hartford Trailhead Right of Way Title Clearing

Contact	Mick Monken	Budget	\$8,820.63
Person/Department:	<u>Public Works</u>	Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Professional Service Agreement with Universal Field Services, Inc. for an amount not to exceed \$8,820.63 to provide support services for right of way title clearing associated with the Hartford Trailhead.

SUMMARY/BACKGROUND: The Hartford/131st Avenue NE-Centennial Trail Connection is an identified project in the Council's adopted Capital Facility Element of the Comprehensive Plan and Parks Plan. This trail connection was initially identified because it allows for a continuous pedestrian trail/path system from downtown to a regional trail and would be part of a non-motorized loop with 20th Street NE.

At the 8th December 2015 Council meeting staff presented to the City Council a proposal to vacate a portion of undeveloped right of way (ROW) in exchange for an equivalent portion of private property to allow for a better alignment of the proposed trailhead. This was approved through an action to perform survey services of this ROW. The survey was completed earlier this year and the ROW vacation process started. In this process it was discovered that the ROW is an abandoned railroad ROW.

For the City to vacate any portion of this ROW a clear title is necessary. This action with Universal Field Services is intended to determine what action(s) are needed to clear this ROW title.

Note: The City has been in contact with the property owner, who has given the City temporary approval to construct the trailhead on his property. This was paved in July as part of the 2016 pavement overlay project and City crew are installing a fence.

BUDGET IMPACT: \$8,820.63 Park Mitigation

ATTACHMENTS:

- Attachment A: Professional Services Agreement

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND UNIVERSAL FIELD SERVICES, 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 Universal Field Services, Inc., a Washington corporation, ("Consultant").

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A1"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

III.3 TERM. The term of this Agreement shall commence on upon Notice to Proceed and shall terminate at midnight, 30 April 2017. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

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

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

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

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

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

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State

retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

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

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

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

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

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

III.7 INSURANCE.

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

b. **No Limitation.**
Consultant's maintenance of insurance as required by the agreement shall not be construed

to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

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

d. The minimum insurance limits shall be as follows:

Consultant shall maintain the following insurance limits:

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

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

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

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

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

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

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

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

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

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

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$8,820.63** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by

representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. Public Records.

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

ARTICLE V. GENERAL

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

To the City:

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

To the Consultant:

Universal Field Services, Inc.
Attn: Mitch Legel
1111 Main Street, Suite 105
Edmonds, WA 98020-3356

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

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

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

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

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

V.5 SEVERABILITY.

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2016.

CITY OF LAKE STEVENS

UNIVERSAL FIELD SERVICES, INC.

By: _____
John Spencer, Mayor

By: _____

Printed Name and Title

Approved as to Form:

By: _____
Grant K. Weed, City Attorney



Exhibit A1 Scope of Services

SCOPE OF WORK City of Lake Stevens – Hartford Trailhead Project

Background – As part of the Hartford Trail project, the City is developing a pedestrian / bicycle trail head on a section of 131st Ave NE which crosses a portion of an unused and potentially abandoned BNSF railroad right of way. As part of the trailhead development, the design will require the City to verify its ownership and vacate a portion of 131st Ave SE lying within the abandoned railway right of way, referred to as Tract A (1,014 sf), in exchange for conveyance to the City of privately owned real property lying within the unused and potentially abandoned railway right of way, referred to as Tract B (1,013 sf), all as shown on attached Exhibit A. At this time, it is unclear to the City if the BNSF railway has an underlying interest in Tract A. The City desires Universal Field Services (UFS) to confirm and remove BNSF interests, if any, in said Tract A prior to the in kind exchange for the privately owned Tract B and to confirm that there is no BNSF interest in Tract B.

There is a tentative agreement between the City and Tuengel (Tract B) to allow the City's construction of an asphalt-paved pedestrian / bicycle trail extending from the easterly public right of way margin of Hartford Drive to the westerly boundary of the Centennial Trail corridor owned and maintained by Snohomish County Property Management.

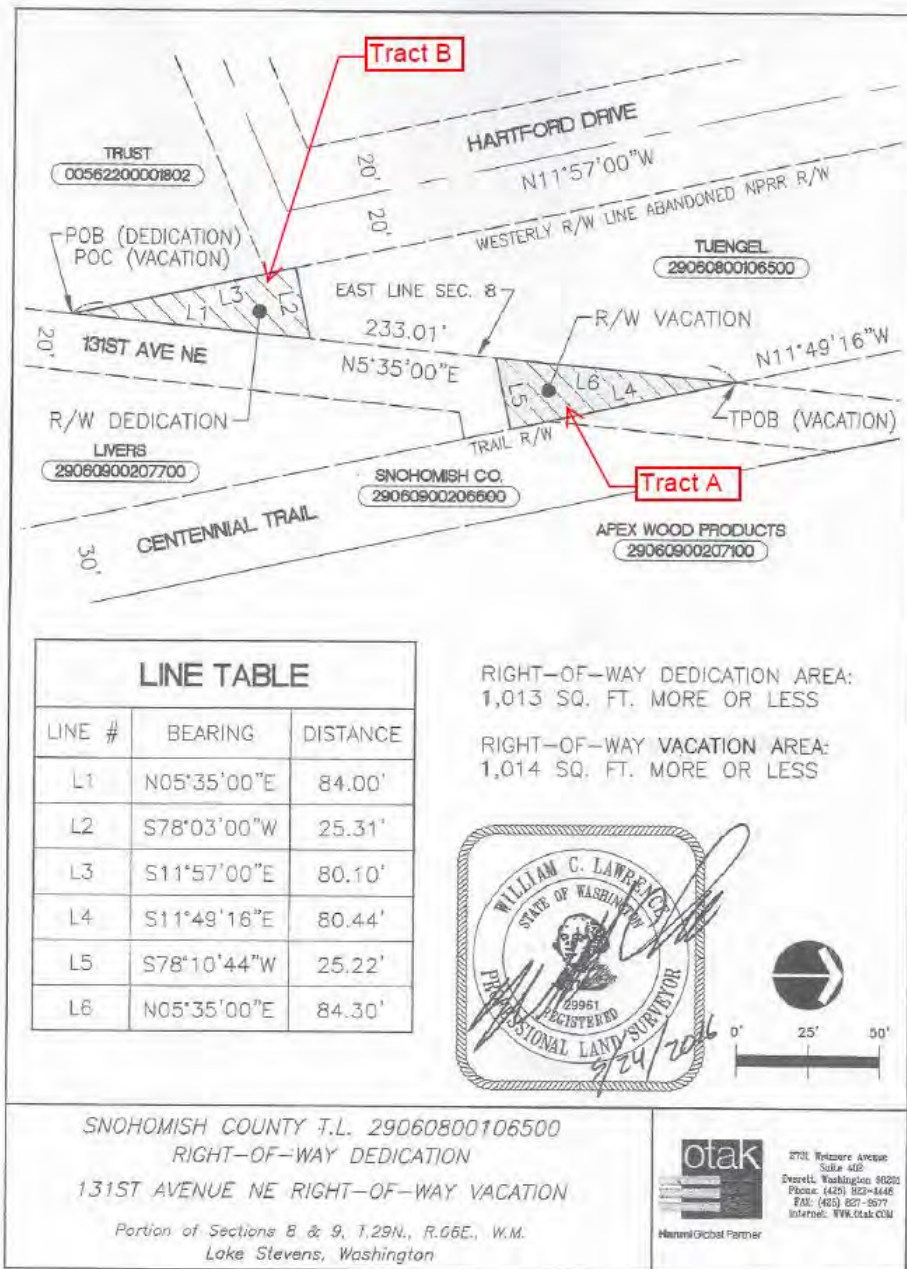
Scope - The City has requested Universal Field Services (UFS) assistance with researching the questionable underlying BNSF real property interests in Tract A. If any are determined evident, the City desires said interests to be cleared and relinquished in their entirety prior to the vacation of said Tract A and the subsequent exchange for said Tract B. This scope of work is a matter of title clearing which may include the following tasks.

Tasks

- 1.) Attend Kick Off Meeting with City staff – City Public Works Office.
- 2.) Attend Two (2) Progress Meetings – City Public Works Office.
- 3.) Provide Three (3) Progress reports.
- 4.) Discussions with the City's Land Surveyor.
- 5.) Review of land surveys & related property information provided by City staff including City Attorney correspondence.
- 6.) Research and review limited public on-line ownership information. If available, obtain Last Deeds of Conveyance and recorded reference documents of parcels in Table A.
- 7.) As a back-up to Task 6 above, research and obtain Last Deeds of Conveyance and recorded reference documents for parcels in Table A at the Snohomish County Assessors / Auditors office.
- 8.) If needed, obtain up to two (2) Subdivision Guarantees (similar to title reports) from a reputable title company and review the documentation provided with each.
- 9.) Contact and meet adjacent property owners shown in Table A below for history and other information pertinent to the issue of possible abandonment of BNSF right of way.
- 10.) Contact and discuss situation with BNSF representative, assumed to be an individual from Jones Lang LaSelle. If necessary, request a Quit Claim Deed or other acceptable documentation from BNSF acceptable to the City's legal counsel.

TABLE A		
No.	Tax Parcel	Owner
1	29060900206600	Snohomish Co Property Mgmt
2	29060800106900	Snohomish Co Property Mgmt
3	29060800106500	Tuengel, Ronald & Patricia
4	29060900207700	Livers, John & Dawn

EXHIBIT A



FIRM: **UNIVERSAL FIELD SERVICES, INC.**

Client: City of Lake Stevens
Project: **Hartford Trailhead**

Prepared by: MLegal

Date: August 11, 2016

Real Property Services		QA/QC	Project Manager	Sr ROW Specialist	Sr Admin Specialist	Mileage	UFS Labor
Labor Hourly Rates		\$55.00	\$44.00	\$39.00	\$30.00	\$0.540	
Task Items							
1	Attend Kick Off Meeting with City Staff - City PW Office.	3.0	0.0	3.0	0.0	55.0	\$ 282.00
2	Attend two (2) Progress Meetings - City PW Office.	0.0	0.0	6.0	0.0	110.0	\$ 234.00
3	Provide three (3) Progress reports.	0.0	0.0	1.5	0.0	0.0	\$ 58.50
4	Discussions with City Land Surveyor.	1.0	0.0	3.0	0.0	55.0	\$ 172.00
5	Review of land surveys & related property information provided by City staff.	2.0	0.0	4.0	0.0	0.0	\$ 266.00
6	Research and review limited public on-line ownership information (Last Deeds of Conveyance, recorded reference documents, etc., if available) for the four parcels shown in SOW Table A.	2.0	0.0	4.0	6.0	0.0	\$ 446.00
7	If necessary and as a back-up to Task 6 above, research and obtain Last Deeds of Conveyance, etc. for the four parcels shown in SOW Table A at Snohomish County Assessors / Auditors office.	0.0	0.0	12.0	0.0	60.0	\$ 468.00
8	If needed, obtain and review two (2) Subdivision Guarantees (similar to title reports) from a reputable Title Company.	1.0	0.0	5.0	0.0	0.0	\$ 250.00
9	Contact / meet adjacent property owners shown in SOW Table A for background re; RR abandonment documents, etc.	0.0	0.0	16.0	0.0	200.0	\$ 624.00
10	Contact and discuss situation with BNSF representative - assume Jones Lang LaSelle.	2.0	0.0	8.0	0.0	50.0	\$ 422.00
Subtotal		11.0	0.0	62.5	6.0	530.0	\$ 3,222.50
		Overhead 65.00%					\$ 2,094.63
		Fixed Fee 28.00%					\$ 902.30
TOTAL LABOR		605.0	0.0	2,437.5	180.0	530.0	\$ 6,219.43

DIRECT EXPENSE ITEMS:	Rate	Units	Quantity	COST
Mileage	\$0.540	530.0		\$286.20
Printing	at cost	N/A		\$0.00
Telephone	at cost	N/A		\$0.00
Postage	at cost	N/A		\$25.00
Parking	at cost	N/A		\$50.00
Miscellaneous (copies of recorded documents, etc.)	at cost	N/A		\$200.00
TOTAL DIRECT EXPENSE ITEMS				\$561.20
				\$ 561.20

SUBCONSULTANTS

Title Company (up to 2 Subdivision Guarantees, Last Deeds of Conveyance, Recorded Reference Documents, etc., as may be needed.) \$ 2,000.00
2% Administrative (B&O, etc.) \$ 40.00

SUBCONSULTANT TOTALS \$ 2,040.00

TOTAL LABOR & DIRECT REIMBURSABLE EXPENSE ITEMS \$ 8,820.63



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: August 23, 2016

Subject: Administrative Authority

Contact Person/Department: Russ Wright, Interim Planning &
Community Development Director

Budget Impact: None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. **Motion to approve Ordinance 969 adopting Administrative Authority provisions.**

The Planning and Economic Development Subcommittee reviewed this proposal

BACKGROUND AND PROPOSED SCOPE:

The City Council and Mayor have an interest in providing Directors greater discretion in decision making for minor alterations to zoning code standards especially to sites and/or situations with unique characteristics or challenges or when the change provides an equivalent or superior standard. This authority would be an addition to the Lake Stevens Municipal Code to be codified as LSMC 14.16C.120 along with small changes to other related sections (Ord 969 **Exhibit 1**). Staff has reviewed different models with the Planning commission and City Council that include a process for reviewing insignificant changes, administrative deviations and administrative authorities.

Each option would have a different permit path, but all would require specific criteria to be implemented at the project level for the applicant and decision maker. Any proposed modifications would be reviewed concurrently with the underlying application to ensure consistency with other regulations, but the modification decision would need to proceed or be concurrent with the overall project approval.

Staff reviewed these alternatives with the Planning Commission on February 3, 2016. The Planning Commission wanted to make sure new authorities were defined and that timelines for additional processing were clear. Staff will provide specific criteria based on the review of other codes. Chapter 14.16A LSMC already provides processing times for all applications types (see above). The Planning Commission recommended that staff develop a tiered review process combining the options described above to accommodate different scenarios and different levels of authority.

The Planning Commission held a public hearing July 20, 2016. No public testimony was received. The Planning Commission forwarded a unanimous recommendation to approve the proposal (Exhibit A of Ordinance 969).

APPLICABLE CITY POLICIES: Chapters 14.16A and 14.16C LSMC.

BUDGET IMPACT: There is not a budget impact at this time; after adoption permit revenue would be received.

Attached: Attachment 1 - Ord 969

Attachment 1

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

ORDINANCE NO. 969

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON
AMENDING LAKE STEVENS MUNICIPAL CODE (LSMC) SECTION 14.08.010
REGARDING DEFINITIONS, AMENDING TABLE 14.16A-1 REGARDING
CLASSIFICATION OF PERMITS AND DECISIONS, AND ADDING A NEW
SECTION 14.16C.120 REGARDING ADMINISTRATIVE AUTHORITY;
PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

WHEREAS, The City Council finds that it is in the best interest of citizens of Lake Stevens to provide Directors greater discretion in decision making for minor alterations to zoning code standards especially to sites and/or situations with unique characteristics or challenges or when the change provides an equivalent or superior standard; and

WHEREAS, Staff has reviewed different models with the Planning Commission and City Council that include a process for reviewing insignificant changes, administrative deviations and administrative authorities; and.

WHEREAS, LSMC 14.16C.075 sets forth the process for land use code amendments; and

WHEREAS, the Lake Stevens SEPA Responsible Official issued a Determination of Non-significance (DNS) for the proposed code amendments on June 6, 2016; and

WHEREAS, the city requested expedited review from the Department of Commerce on June 2, 2016 and the Department of Commerce granted expedited review on June 20, 2016; and

WHEREAS, the Lake Stevens Planning Commission conducted a duly noticed public hearing on July 20, 2016 to consider the proposed code amendments; and

WHEREAS, the Lake Stevens Planning Commission has provided the City Council with a recommendation of approval for the proposed amendments; and

WHEREAS, the above referenced recommendation was based on Findings and Conclusions recommended by city staff and adopted by the Lake Stevens Planning Commission on July 20, 2016 in support of the code amendments; and

WHEREAS, the City Council reviewed and considered the Planning Commission's findings, conclusions, and recommendation at a public hearing on August 23, 2016; and

WHEREAS, the City Council finds that the proposed code amendments are consistent with the decision criteria found in LSMC 14.16C.075(f);

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS DOES
HEREBY ORDAIN AS FOLLOWS:**

Section 1. Findings. The City Council hereby adopts the above recitals as findings in support of the code amendments effectuated by this ordinance. The City Council also adopts the Findings and

Conclusions recommended by the Lake Stevens Planning Commission attached hereto as **Exhibit A**, dated July 20, 2016 in support of said amendments.

Section 2. LSMC Section 14.08.010 is amended to add and amend the definitions as follows - all other definitions of Section 14.08.010 remain in effect and unchanged:

14.08.010 Definitions of Basic Terms.

De minimis. Lacking significance, importance or so minor as to merit disregard

Section 3. Chapter 14.16A LSMC – Table 14.16A-I entitled Classification of Permits and Decisions, is hereby amended to read follows:

Table 14.16A-I: Classification of Permits and Decisions

<u>Type of Review</u>	<u>Land Use Actions and Permits</u>	<u>Recommendation By</u>	<u>Public Hearing Prior to Decision</u>	<u>Permit-Issuing Authority</u>	<u>Administrative Appeal Body & Hearing</u>
<u>TYPE I</u> <u>Administrative without Public Notice</u>	• <u>Administrative Deviation</u>	<u>None</u>	<u>None</u>	<u>Department director or designee</u>	<u>Hearing Examiner, except shoreline permits to State Shoreline Hearings Board, & Open Record</u>
<u>TYPE II</u> <u>Administrative with Public Notice</u>	• <u>Administrative Variance</u>	<u>None</u>	<u>None</u>	<u>Planning Director or designee</u>	<u>Hearing Examiner, except shoreline permits to State Shoreline Hearings Board, & Open Record</u>

Note to code publisher - all other land use actions and permits remain unchanged in Table 14.16A-I

Section 4. LSMC 14.16C.120 entitled Administrative Authority is hereby amended to read as follows:

14.16C.120 Administrative Authority.

- (a) **Purpose.** The intent of this section is to allow the Community Development Director (Director) certain defined flexibility and discretionary authority to consider minor alterations to zoning code regulations including dimensional, parking, landscape and design standards related to sites and/or situations with unique characteristics when the proposed modification provides an equivalent or superior standard to the intended dimensional regulation or design standard.
- (b) **Minor alterations.** The Director or designee may authorize *de minimis* alterations to development regulations, if the change is deemed inconsequential to the outcome of the request in relation to the entire project. Any applicant requesting consideration of a *de minimis* alteration shall demonstrate, at a minimum, how the request complies with the following criteria:

- (1) The alteration promotes creativity in site layout and design that employs special features not otherwise possible under conventional development regulations;
- (2) The alteration will not visually alter the character of the site or neighborhood; and
- (3) The alteration will not be detrimental to surrounding properties in the immediate vicinity.

(c) **Administrative Deviation.** The Director or designee may authorize administrative deviations to development regulations up to 15 percent of a quantifiable development standard when situations arise where alternatives to the standards may better accommodate existing conditions, address unique circumstances or allow for more cost-effective solutions without adversely affecting safety, aesthetics or alter the character of the neighborhood or site. Applications for administrative deviations shall follow the procedures for a Type I review pursuant to Chapter 14.16B – Part I. Any applicant requesting consideration of a deviation shall demonstrate, at a minimum, how the request complies with the following criteria:

- (1) The deviation will achieve the intended result of the standards with a comparable or superior design and quality of improvement;
- (2) The deviation will not adversely affect public safety or the environment;
- (3) The deviation will not adversely affect the aesthetic appearance of the project; and
- (4) The alteration will not be detrimental to surrounding properties in the immediate vicinity.

(d) **Administrative Variance.** The Director or designee may authorize administrative variances of development regulations up to 20 percent of a quantifiable development standard where practical difficulty renders compliance with the provisions of the land use code an unnecessary hardship, where the hardship is a result of the physical characteristics of the subject property and where the purpose of that code and of the Comprehensive Plan can be fulfilled. Applications for an administrative variance shall follow the procedures for a Type II review pursuant to Chapter 14.16B – Part II following public notice. Any applicant requesting consideration of an administrative variance shall demonstrate, at a minimum, how the request complies with the following criteria:

- (1) The requested use is permitted in the zone in which the property is located;
- (2) The variance is necessary because of special circumstances relating to the size, shape, topography, location or surroundings of the subject property that do not apply generally to other properties in the vicinity or same zoning district.
- (3) The intent of the standard from which an administrative variance is requested is reasonably maintained;
- (4) The granting of an administrative variance will not constitute a grant of special privilege or pose significant hazards or otherwise be detrimental to the surrounding properties;
- (5) The administrative variance does not detract from the desired character and nature of the vicinity in which it is proposed; and
- (6) The hardship is not the result of the applicant's or recent prior owner's own actions.

(e) **Limitation on authority.** The Director or designee will consider all applicable provisions of the zoning code when reviewing any of the modifications described in Sections (b) through (d) including non-conforming codes. The Director or designee may not grant an alteration, deviation or variance to:

- (1) Allowed uses in the applicable zoning district;
- (2) Procedural or administrative provisions;

- (3) Increases in the residential density for the applicable zoning district;
- (4) Alterations to critical areas pursuant to Chapter 14.88, except for required buffer widths and building setbacks when the modification includes a mitigation plan meeting the requirements of Chapter 14.88 LSMC.
- (5) Any standard that is inconsistent with the Comprehensive Plan.

Section 7. Transmittal to Department of Commerce. Pursuant to RCW 36.70A.106, this ordinance shall be transmitted to the Washington State Department of Commerce.

Section 8. Severability. If any section, clause, phrase, or term of this ordinance is held for any reason to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and the remaining portions shall be in full force and effect.

Section 9. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force five days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 23rd day of August, 2016.

John Spencer, Mayor

ATTEST/AUTHENTICATION:

Kathleen Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First and Final Reading: August 23, 2016

Published:

Effective Date:

Exhibit A



July 20, 2016

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

Subject: Planning Commission Recommendation – LUA2016-0026 Administrative Authority

Dear Council Members:

The Lake Stevens Planning Commission held a public hearing on Wednesday, July 20, 2016, to consider a code addition that provides Directors greater discretion in decision making for minor alterations to zoning code standards especially to sites and/or situations with unique characteristics or challenges and considers changes that provide an equivalent or superior standard. The amendment would be codified as a new code section LSMC 14.16C.120.

Commissioners Present: Commissioners Davis, Hoult, Huxford, Matlack, Oslund, Petershagen, and Trout

Commissioners Absent: None

PLANNING COMMISSION PUBLIC HEARING (July 20, 2016)

Planning and Community Development staff presented the proposed code amendments, summarized findings and conclusions from the staff report, and answered the Commission's questions. No public testimony was received.

FINDINGS AND CONCLUSIONS

The Planning Commission hereby adopts staff's findings and conclusions, included below, and concludes that the proposed amendments.

1. Comply with selected Goals of the Comprehensive Plan

- INTRODUCTION GOAL 1.3 – Ensure that the city's development review process provides certainty and clarity in timelines and standards that results in a timely and predictable decision making process for all development applications.
- LAND USE GOAL 2.2 – Achieve a well-balanced and well-organized combination of residential, commercial, industrial, open space, recreation and public uses.
- ECONOMIC DEVELOPMENT GOAL 6.7 – Provide a predictable development atmosphere.

Conclusions – The proposed code amendments are consistent with Introduction and Economic Development goals.

2. Comply with the State Environmental Policy Act (SEPA)(Chapter 97-11 WAC and Title 16 LSMC)

- The SEPA official issued a Determination of Non-significance on June 6, 2016.
- Staff prepared an environmental checklist for the proposed code revisions, dated June 02, 2016.

- The city did not receive any comments or appeals related to the SEPA determination.

Conclusions – The proposed code amendments have met local and state SEPA requirements.

3. *Comply with the Growth Management Act (RCW 36.70A.106)*

- The city requested expedited review from the Department of Commerce on June 2, 2016.
- The Department of Commerce sent granted approval on June 20, 2016.
- Staff will file the final ordinance with the Department of Commerce within 10 days of City Council action.

Conclusions – The proposed code amendments have met Growth Management Act requirements.

4. *Comply with Public Notice and Comment Requirements*

- The city published a notice of SEPA determination in the Everett Herald on June 6, 2016.
- The city published a notice of Public Hearing in the Everett Herald twice per LSMC 14.16B LSMC.

Conclusions – The City has met public notice requirements per Chapter 14.16B LSMC.

PLANNING COMMISSION RECOMMENDATION

MOTION (Code Amendment) – Motion Commissioner Petershagen / **Second** Commissioner Huxford: Forward a recommendation to the City Council to **APPROVE** the proposed amendments adding LSMC 14.16C.120 Administrative Authority and amending Chapters 14.08 Definitions and Table 14.16A-I. Motion carried unanimously (7-0-0-0).

Respectfully submitted,

Lake Stevens Planning Commission

Signed original on file

Thomas Matlack, Chairperson



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** August 23, 2016

Subject: Ordinance 970 Single-Family Impact Fee Deferral

Contact Person/Department: Russ Wright
Community Development Director **Budget Impact:** NA

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. **Motion to approve Ordinance 970 adopting Single-Family Impact Fee Deferral.**

The Planning and Economic Development Subcommittee Ordinance reviewed this proposal at its May 10 meeting.

SUMMARY/BACKGROUND:

The Washington State Legislature passed Engrossed Senate Bill 5923 last year providing a limited deferral of impact fees for single-family constructions. ESB 5923 becomes effective September 1, 2016. This bill requires counties, cities and towns collecting impact fees to adopt a deferral system for new detached and attached single-family residential construction. In response to ESB 5923, the city proposes to add Chapter 14.124 Deferred Collection of Impact Fees for Residential Construction and amend Chapters 14.100, .112 and .120 of the Lake Stevens Municipal Code through Ordinance 970 (**Attachment 1**).

Chapter 14.124 LSMC adds a purpose statement and defines a process that includes:

- A. Deferring collection of the impact fee payment until certificate of occupancy or equivalent certification is issued, which was Planning Commission's recommendation;
- A. Deferral is 18 months from issuance of the building permit;
- B. The amount of impact fees that may be deferred is determined by the fees in effect at the time the applicant applies for a deferral;
- C. The deferral is limited to the first 20 single-family residential building permits, annually, per applicant;
- D. An applicant seeking a deferral must grant and record a lien against the property in favor of the municipality in the amount of the deferred impact fee;
- E. Establishes an administrative fees from applicants seeking a deferral;
- F. Defines "Applicant" as "an entity that controls the applicant, is controlled by the applicant, or is under common control with the applicant;" and
- G. Municipalities and school districts are authorized to institute foreclosure proceedings if impact fees are not paid.

Chapters 14.100, .112 and .120 are amended to provide appropriate references to Chapter 14.124 LSMC.

Pacifica Law Group submitted a comment letter, dated July 20, 2016, on behalf of the Lake Stevens School District. Their letter supported the city's direction and requested minor additions to the ordinance. These changes were incorporated into the final ordinance.

The Planning Commission held a public hearing July 20, 2016. No public testimony was received. The Planning Commission forwarded a unanimous recommendation to approve the proposal (Exhibit A of Ordinance 970).

BUDGET IMPACT: Collection of Traffic Impact Fees

ATTACHMENTS:

- Attachment 1: Ordinance 970.

Attachment 1

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

ORDINANCE NO. 970

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON AMENDING LAKE STEVENS MUNICIPAL CODE BY ADDING CHAPTER 14.124 DEFERRED COLLECTION OF IMPACT FEES FOR RESIDENTIAL CONSTRUCTION AND REVISING CHAPTERS 14.100, 14.112 AND 14.120 OF THE LAKE STEVENS MUNICIPAL CODE FOR CONSISTENCY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Washington State Legislature passed Engrossed Senate Bill 5923 providing a limited deferral of impact fees for single-family constructions. ESB 5923 becomes effective September 1, 2016. This bill requires counties, cities and towns collecting impact fees to adopt a deferral system for new detached and attached single-family residential construction; and

WHEREAS, the City Council finds that it is in the best interest of Lake Stevens to add Chapter 14.124 Deferred Collection of Impact Fees for Residential Construction and amend Chapters 14.100, .112 and .120 of the Lake Stevens Municipal Code for consistency to be compliant with the new legislation; and

WHEREAS, Section 14.16C.075 of the Lake Stevens Municipal Code (LSMC) sets forth the process for land use code amendments; and

WHEREAS, the Lake Stevens SEPA Responsible Official issued a Determination of Non-significance (DNS) for the proposed code amendments on June 8, 2016; and

WHEREAS, the city requested expedited review from the Department of Commerce on June 2, 2016 and the Department of Commerce granted expedited review on June 22, 2016; and

WHEREAS, the Lake Stevens Planning Commission conducted a duly noticed open-record public hearing on July 20, 2016 to consider the proposed code amendments; and

WHEREAS, the Lake Stevens Planning Commission has provided the City Council with a recommendation of approval for the proposed amendments; and

WHEREAS, the above referenced recommendation was based on Findings and Conclusions recommended by city staff and adopted by the Lake Stevens Planning Commission on July 20, 2016 in support of the code amendments; and

WHEREAS, the City Council reviewed and considered the Planning Commission's findings, conclusions, and recommendation at an open record public hearing on August 23, 2016; and

WHEREAS, the City Council finds that the proposed code amendments are consistent with the decision criteria found in LSMC 14.16C.075(f);

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

Section 1. Findings. The City Council hereby adopts the above recitals as findings in support of the code amendments effectuated by this ordinance. The City Council also adopts the Findings and Conclusions recommended by the Lake Stevens Planning Commission attached hereto as **Exhibit A**, dated July 20, 2016 in support of said amendment.

Section 2. Chapter 14.124 LSMC is hereby added as follows:

Chapter 14.124 DEFERRED COLLECTION OF IMPACT FEES FOR RESIDENTIAL CONSTRUCTION

14.124.010 Purpose.

Allow and maintain a system for the deferred collection of impact fees for single-family detached and attached residential construction pursuant to RCW 82.02.050.

14.124.020 Process.

(a) The applicant, as defined herein, may request to defer the collection of the impact fee payment for single-family detached and attached residential construction, on forms provided by the city, subject to the following restrictions:

1. The impact fee must be paid in full at or before the time the city issues a certificate of occupancy, or equivalent certification;
2. The deferral term may not exceed 18 months from issuance of the building permit;
3. The amount of impact fees that may be deferred will be determined by the fees in effect at the time the applicant applies for a deferral;
4. Deferral of impact fees is limited to the first 20 single-family residential building permits, annually, per applicant;
5. Prior to receiving authorization to defer payment of impact fees, an applicant seeking a deferral must grant and record a lien against the property in favor of the city in the amount of the deferred impact fee. The lien shall include the legal description, the tax account number, the address of the property, must also be
 - i. In a form approved by the city,
 - ii. Signed by all owners of the property, with all signatures acknowledged as required for a deed, and recorded in the county where the property is located,
 - iii. Binding on all successors in title after the recordation, and
 - iv. Junior and subordinate to one mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees.
6. The city may collect reasonable administrative fees from applicants seeking a deferral;
7. "Applicant" is defined to include "an entity that controls the applicant, is controlled by the applicant, or is under common control with the applicant;"
8. The city or the district on whose behalf the city is collecting the fee has the authority to institute foreclosure proceedings, in accordance with Chapter 61.12 RCW, if impact fees are not paid as required by this chapter.

- i. Upon receipt of final payment of all deferred impact fees for a property, the city must execute a release of deferred impact fee lien for the property.
- ii. The property owner at the time of the release, at his or her expense, is responsible for recording the lien release.
- iii. The extinguishment of a deferred impact fee lien by the foreclosure of a lien having priority does not affect the obligation to pay the impact fees as a condition of issuing a certificate of occupancy or equivalent certification.

Section 3. Section LSMC 14.100.170 is hereby amended to read follows:

14.100.170 Fee Determination.

(a) On or before the time of development approval, the City shall determine whether school impact fees will be due pursuant to this chapter. Where such fees are due, the development approval shall state that the payment of school impact fees will be required ~~prior to issuance of building permits~~. The amount of the impact fee due shall be based on the fee schedules in effect at the time a building permit application is accepted by the City. The impact fees shall be paid ~~on or before the time of~~ at building permit issuance, unless the applicant elects to defer payment of school impact fees pursuant to Chapter 14.124 LSMC.

(b) Credit amounts and allocation of credits to be applied against the fees shall be determined at the time of development approval in accordance with Section [14.100.180](#).

(c) The final determination of a development activity's fee obligation under this chapter shall include any credits for in-kind contributions provided under Section [14.100.180](#). Final determinations of the amounts of the fee or credit due may be appealed pursuant to the procedures established in Section [14.16A.265](#).

Section 4. Section LSMC 14.100.200 is hereby amended to read as follows:

14.100.200 Collection and Transfer of Fees, Fund Authorized and Created.

(a) School impact fees shall be due and payable at or before the time of issuance of residential building permits for all development activities, unless deferred pursuant to Chapter 14.124 LSMC.

(b) When a short ~~plat~~ subdivision or subdivision is approved, a note shall be included on the face of the ~~short plat~~/plat indicating that the impact fee is due upon issuance of the building permit, unless deferred pursuant to Chapter 14.124 LSMC. The specific language of the note shall be approved provided to the applicant by the Planning Director or designee.

(c) The district shall establish an interest-bearing account for collected school impact fees separate from all other district accounts.

(d) The district shall institute a procedure for the disposition of impact fees and providing for annual reporting to the City that demonstrates compliance with the requirements of RCW [82.02.070](#) and other applicable laws.

Section 5. Section LSMC 14.112.100 is hereby amended to read as follows:

14.112.100 Collection of Impact Fees.

Impact fees for each development shall be assessed and collected at the time of issuance of a building permit, unless deferred pursuant to Chapter 14.124 LSMC. Where no building permit will be associated with the development, such as a development requiring a conditional use permit, payment is required as a precondition to approval.

Section 6. Section LSMC 14.120.120 is hereby amended to read as follows:

14.120.120 Collection of Impact Fees.

Impact fees for each lot shall be assessed and collected at the time of issuance of a building permit, unless deferred pursuant to Chapter 14.124 LSMC.

Section 7. Transmittal to Department of Commerce. Pursuant to RCW 36.70A.106, this ordinance shall be transmitted to the Washington State Department of Commerce.

Section 8. Severability. If any section, clause, phrase, or term of this ordinance is held for any reason to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and the remaining portions shall be in full force and effect.

Section 9. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force five days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 23rd day of August, 2016.

John Spencer, Mayor

ATTEST/AUTHENTICATION:

Kathleen Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First and Final Reading: August 23, 2016

Published:

Effective Date:

EXHIBIT A – Findings and Conclusions



July 20, 2016

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

Subject: Planning Commission Recommendation – LUA2016-0026 Administrative Authority

Dear Council Members:

The Lake Stevens Planning Commission held a public hearing on Wednesday, July 20, 2016, to consider a code amendment to enact the provisions of Engrossed Senate Bill 5923. This bill requires counties, cities and towns collecting impact fees to adopt a deferral system for new detached and attached single-family residential construction. The amendment would be codified as Chapter 14.124 LSMC and include revisions to Chapters 14.100, 14.112 and 14.120 LSMC.

Commissioners Present: Commissioners Davis, Hoult, Huxford, Matlack, Oslund, Petershagen, and Trout

Commissioners Absent: None

PLANNING COMMISSION PUBLIC HEARING (July 20, 2016)

Planning and Community Development staff presented the proposed code amendments, summarized findings and conclusions from the staff report, and answered the Commission's questions. Pacifica Law Group submitted a comment letter, dated July 20, 2016, on behalf of the Lake Stevens School District. No public testimony was received.

FINDINGS AND CONCLUSIONS

1. Compliance with selected Goals of the Comprehensive Plan

- INTRODUCTION GOAL 1.3 – Ensure that the city's development review process provides certainty and clarity in timelines and standards that results in a timely and predictable decision making process for all development applications.
- ECONOMIC DEVELOPMENT GOAL 6.7 – Provide a predictable development atmosphere.

Conclusions – The proposed code amendments are consistent with Introduction and Economic Development goals.

2. Compliance with the State Environmental Policy Act (SEPA)(Chapter 97-11 WAC and Title 16 LSMC)

- Staff prepared an environmental checklist for the proposed code revisions, dated May 31, 2016.
- The SEPA official issued a Determination of Non-significance on June 8, 2016.
- The city did not receive any comments or appeals related to the SEPA determination.

Conclusions – The proposed code amendments have met local and state SEPA requirements.

3. Compliance with the Growth Management Act (RCW 36.70A.106)

- The city requested expedited review from the Department of Commerce on June 2, 2016.
- The Department of Commerce sent granted approval on June 22, 2016.
- Staff will file the final ordinance with the Department of Commerce within 10 days of City Council action.

Conclusions – The proposed code amendments have met Growth Management Act requirements.

4. Public Notice and Comments.

- The city published a notice of SEPA determination in the Everett Herald on June 8, 2016.
- The city published a notice of Public Hearing in the Everett Herald twice per LSMC 1416B LSMC.

Conclusions – The City has met public notice requirements per Chapter 14.16B LSMC.

PLANNING COMMISSION RECOMMENDATION

MOTION (Code Amendment) – Motion Commissioner Davis / **Second** Commissioner Huxford: Forward a recommendation to the City Council to **APPROVE** the proposed amendments adding Chapter 14.124 Deferred Collection of Impact Fees for Residential Construction and amending Chapters 14.100, .112 and .120 LSMC. Motion carried unanimously (7-0-0-0).

Respectfully submitted,

Lake Stevens Planning Commission

Signed original on file

Thomas Matlack, Chairperson

City of Lake Stevens

Memo

To: City Council
From: Mayor Spencer
Date: August 23, 2016
RE: Arts Commission Appointment

There is currently one vacant position on the Arts Commission. The City recently received an application for membership on the Arts Commission from Lina Ehmen. Ms. Ehmen was interviewed on August 9, 2016 by Holly Forbis, Chairperson of the Arts Commission, and myself. Ms. Ehmen has a strong background in arts including drawing, photography, art history, display, collections management and exhibitions, and she spent her career working with and managing art museums and teaching in various art mediums.

Following the interview it is my recommendation that Linda Ehmen be appointed to Position 5 of the Arts Commission to complete the term ending December 31, 2015. With this appointment the Arts Commission membership will be complete ending December 31, 2018. With this appointment the Arts Commission membership is complete.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** August 23, 2016
Date: _____

Subject: Ordinance 955 Replacing Resolution 2014-13 and establishing a Traffic Impact Fee Adjustment

Contact Russ Wright **Budget** NA
Person/Department: Community Development Director **Impact:** _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. **Motion to approve Ordinance 955 adopting a revised traffic fee adjustment and repealing Resolution 2014-13.**

The Planning and Economic Development Subcommittee Ordinance has provided final recommendations.

SUMMARY/BACKGROUND:

Following Chapter 82.02 RCW the city assesses, collects & uses impact fees to finance public facilities. The city's adopted traffic fees are based on a proportionate share of funding between the city and developers to pay for infrastructure improvements to support growth. The city has adopted a resolution supporting incentives to stimulate job creation & retail growth. The ordinance under consideration will allow adjustments of the city's traffic impact fees to implement the city's growth strategy; stimulate development of new businesses in subareas; set a clear benefit duration of three years; establish a mechanism to replace impact fees from sales tax revenue; and provide a clear nexus between adjustment & projected revenue.

The City Council has expressed an interest in revising its Traffic Impact Fee Incentive Program and replacing Resolution 2014-13 to implement the city's growth strategy, promote economic development & meet legal requirements. The major components of the proposed traffic fee adjustment follow:

- The adjustment only applies in subareas;
- The adjustment is retroactive for businesses constructed after the first incentive resolution;
- Businesses can only qualify for one adjustment;
- Incentive program sunsets after 3 years

Staff presented and updated ordinance to City Council in June that incorporated the following elements:

1. Definition for new commercial retail business/center, meaning "any business or group of businesses located on a single site or complex which sells retail goods and services ..." such businesses would be eligible for consideration of a traffic fee adjustment.
2. Clear Traffic Impact Fee Adjustment eligibility table based on Development Category and Anticipated Average Annual Revenue.
3. Documentation requirements for considering eligibility described.
4. Pro-rated portion of traffic fees defined.
5. Repeal Resolution 2014-13.

6. Provides a provision allowing any new commercial retail business/center that has received a certificate of occupancy after the adoption of Resolution 2014-13, but prior to passage of this ordinance, to apply for an adjustment retroactively.

Council and Administration requested a few additional modifications to the ordinance; staff discussed these items thoroughly with the Planning and Economic Development Subcommittee. Final changes are described below:

1. Traffic Impact Fee Adjustment Table modified – threshold for large format retailers / large centers reduced from \$90,000 to \$80,000 to ensure attainability and the threshold for Mid-sized Retailers / Small Centers reduced from \$45,000 to \$40,000 to ensure attainability.
2. Methodology for measuring average annual revenue was modified to be measured over a five-year period, not three, and it would be based on the 3 best consecutive years or the 36 best consecutive months. This will ensure that new businesses have an opportunity to become established to enjoy the benefit of the adjustment.
3. The fee adjustment will commence at occupancy for single user buildings; while, retail centers with multiple tenants the adjustment will commence when the final tenant receives occupancy or one year of opening, whichever comes first.
4. A new Section 8 was added for the purpose of defining the intent of the adjustment. This section clearly states that the benefit as defined in Sections 3 and 4 would be narrowly construed to meet City Council's current intent to administer the adjustment.

Optional standards are described below. Council will need to direct staff which final elements that the ordinance should contain. Optional standards are shown in bold and underline in the ordinance. The main optional elements are described below:

1. Traffic Impact Fee Adjustment Eligibility Table

Option A

- Two tiers (large format and mid-sized) developments as originally proposed.
- Large-format developments would need to produce \$80,000 annually in sale tax revenue and mid-sized retailers would need to produce \$40,000 annually in sales tax revenue.
- Large-format developments would be entitled to a 50% adjustment and mid-sized retailers would be entitled to a 25% adjustment.

Option B

- Does not distinguish tiers.
 - New commercial developments would need to produce \$40,000 annually in sales tax revenue.
 - New commercial developments would be entitled to a 50% adjustment
2. Fee measurement methodology for Average Annual Sales Tax Revenue
 - Average Annual Sales Tax Revenue would be measured for the 3 best consecutive years over a period of five years.
 - Average Annual Sales Tax Revenue would be measured for the 36 best consecutive months over a period of 60 months.

BUDGET IMPACT: Collection of Traffic Impact Fees

ATTACHMENTS: Exhibit A - Ordinance 955.

Exhibit A

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

Ordinance No. 955

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, ESTABLISHING A
TEMPORARY TRAFFIC IMPACT FEE ADJUSTMENT FOR A PERIOD OF
THREE YEARS TO STIMULATE GROWTH OF NEW RETAIL BUSINESSES
WITHIN ESTABLISHED SUBAREAS; REPEALING RESOLUTION 2014-13;
AND ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR
SUMMARY PUBLICATION.**

WHEREAS, the city of Lake Stevens (City), Washington is a city in Snohomish County, Washington, planning under the Growth Management Act, Chapter 36.70A Revised Code of Washington; and

WHEREAS, Chapter 82.02 RCW authorizes cities planning under the Growth Management Act to assess, collect, and use impact fees to help finance public facilities needed to accommodate growth; and

WHEREAS, the City Council adopted Ordinance No. 876 effective October 8, 2012 amending Lake Stevens Municipal Code 14.112 relating to traffic impact fees establishing a traffic fee calculation; and

WHEREAS, the City issued the "Traffic Impact Fee Cost Basis for the City of Lake Stevens" Policy Memorandum on October 1, 2012; and

WHEREAS, the City established a specific traffic impact fee pursuant to Resolution No. 2013-13; and

WHEREAS, Chapter 82.02 RCW authorizes cities to adjust impact fees for future or reasonably anticipated payments to be made by new development to pay for system improvements including taxes earmarked for or pro-ratable to the particular system improvement; and

WHEREAS, the City Council adopted Ordinance No. 922 on December 8, 2014, establishing the City Council's authority to adjust traffic impact fees;

WHEREAS, the City Council approved Resolution No. 2014-7 supporting the City's intent to create economic development incentives to stimulate job and retail sales tax growth; and

WHEREAS, on December 8, 2014 the City Council adopted Resolution No. 2014-13, establishing a temporary traffic impact fee incentive for designated retail land use for a period of three years to stimulate growth of new retail businesses within the City; and

WHEREAS, the City Council has adopted a growth strategy for economic development that supports commercial and industrial development in defined growth centers as a central tenet of its Comprehensive Plan; and

WHEREAS, the City Council has adopted two subarea plans and is developing a third to implement its growth strategy for economic development; and

WHEREAS, the City has analyzed specific retail markets and fiscal impacts of economic development; and

WHEREAS, the City Council would like to replace Resolution 2014-13, which created a broad traffic impact fee reduction program, with a focused traffic impact fee adjustment limited to new businesses within subareas; and

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

Section 1. Traffic Fee Adjustment. Pursuant to RCW 82.02.060(1)(b), and Lake Stevens Municipal Code 14.112.080(d), this Ordinance establishes a temporary adjustment of traffic impact fees, set forth in LSMC 14.112.080(b), for development activity that meets the criteria of Section 3.

Section 2. Application for Traffic Impact Fee Adjustment. Any individual applying for a development permit, which meets the criteria set forth in Section 3, may apply to the City Administrator or designee for an adjustment to traffic impact fees. The application shall be on forms provided by the City. The application shall be accompanied by all information and data the City deems necessary to process the application including an administrative application fee. To the extent authorized by law, the City shall endeavor to keep all proprietary information, submitted with said application confidential; however, this section shall not create or establish a special duty to do so.

Section 3. Adjustment Criteria and Methodology. To be eligible for an adjustment to traffic impact fees, established by this Ordinance, the applicant shall meet each of the following criteria:

- A. The new development must be a new commercial retail business/center located within an established subarea. For purposes of this section, “new commercial retail business/center” shall mean any business or group of businesses located on a single site or complex, which sells retail goods and services subject to the retail sales tax provisions of Chapters 3.20, 3.28, 3.32 LSMC and Washington State Law; applies for a development permit; and is subject to the payment of traffic impact fees pursuant to Chapter 14.112 LSMC.
- B. The traffic fee adjustment applies to new commercial retail business/center based **on the intensity of the development and** its anticipated ability to repay prorated traffic impact fees for system improvements through future sales taxes per the following table.

OPTION A

<u>Traffic Impact Fee Adjustment Eligibility Table</u>		
Development Category	Average Annual Sales Tax Revenue to City	Percentage of Adjustment
Large Format Retailers / Large Centers (approximately 55,000 square feet)	\$80,000 annually for the <u>3 best consecutive years or the 36 best consecutive months</u>	50%

Mid-sized Retailers / Small Centers (approximately 15,000 square feet to 54,999 square feet)	\$40,000 annually for the <u>3 best consecutive years or the 36 best consecutive months</u>	25%
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OPTION B

<u>Traffic Impact Fee Adjustment Eligibility Table</u>		
Development Category	Average Annual Sales Tax Revenue to City	Percentage of Adjustment
Retail Business/Center	\$40,000 annually for the best <u>3 best consecutive years or the 36 best consecutive months</u>	50%

- C. The methodology for determining the fee adjustment must be based on similar business sales or other reliable data, as determined by the City, when the applicant demonstrates that the commercial retail business/center is likely to generate revenues such that the City's average annual portion of sales and use tax meets the criteria in the above table.

The average annual sales tax revenue will be measured over a five-year period, **commencing upon acceptance of a complete application** and will be based on the **3 best consecutive years or the 36 best consecutive months**.

1. In the case of single-occupant buildings, the measurement of the fee adjustment will commence when the City issues a certificate of occupancy.
2. In the case of retail centers with multiple tenants, the measurement of the fee adjustment will commence when the City issues a certificate of occupancy for the final tenant or one year after completion of the underlying building, whichever comes first.

- D. Any new commercial retail business/center that applies for a retail sales tax adjustment to traffic impact fees shall not qualify for more than one incentive program otherwise allowed by the City.

Section 4. Administration of Traffic Impact Fee Adjustment. Upon acceptance of a complete application for an adjustment to traffic impact fees, pursuant to Section 2, the applicant shall pay the City the full amount of the traffic impact fee required pursuant to the current fees resolution in effect along with an administrative application fee. Following full payment of the traffic impact fees, the City shall deposit and manage the fees as set forth in Section 5.

- A. The original applicant is responsible to provide the City with documentation that the new commercial retail business/center has met the City's average annual portion of sales and use tax revenue for the best three consecutive years, as described in Section 3.

Within 90 calendar days of the end of the five-year period, as described in Section 3C, the applicant must provide documentation that demonstrates how the new commercial retail business/center meets the eligibility requirements established in Section 3. However, an applicant can apply for the refund immediately after three years, if the new commercial retail

business/center meets the eligibility requirements established in Section 3.

The applicant must submit the following information for refund consideration:

1. Actual city portion of average annual sales tax revenues, for the **3 best consecutive years or the 36 best consecutive months**, generated for each individual sales tax generating business within the designated site over the defined five-year period; and
2. Unified Business Identifier (**UBI**) and name of each business including the actual revenue generation calculation.

If an applicant does not request a refund within 90 days, the adjusted portion of the traffic impact fee held pursuant to Section 5 shall immediately belong to and be released to the City, subject to the provisions of RCW 82.02.080 and LSMC 14.112.120.

- B. The City Administrator or designee shall determine if the average annual portion of sales and use tax revenue received by the City meets the minimum amount stated in Section 3, based on documentation provided by the original applicant, within 60 days of receipt. The City shall base its determination upon the sales tax reporting requirements of Chapter 3.28 LSMC and Washington State law as it now reads or is hereafter amended. After the City Administrator or designee determines eligibility, the adjusted portion of the traffic impact fee held pursuant to Section 4 will be returned to the applicant as follows:

1. In the event that the City's average annual portion of sales and use tax revenue criteria pursuant to Section 3 has been met, as determined by the City Administrator or designee, the adjusted portion of the traffic impact fee held pursuant to Section 4 will be returned to the applicant, plus any accrued interest from the adjusted portion.
2. In the event that the City's average annual portion of sales and use tax revenue criteria of Section 3 has not been met, the adjusted portion of the traffic impact fee held pursuant to Section 4 shall immediately belong to and shall be released to the City. In cases where the applicant has met at least 75 percent of the amount set forth in Section 3B, the applicant shall receive a partial adjustment, which shall result in a refund of 25 percent of the amount of the traffic fee adjustment paid to the City plus any accrued interest from the adjusted portion. The remainder of the funds deposited shall belong to the City and shall be released to the City upon payment of the refund to the applicant, subject to the provisions of RCW 82.02.080 and LSMC 14.112.120.
3. In the event that the City's average annual portion of sales and use tax revenue, pursuant to Section 3 has not been met, as determined by the City Administrator or designee, the adjusted portion of the traffic impact fee held pursuant to Section 5, plus any accrued interest from the adjusted portion, shall belong to the City, subject to the provisions of RCW 82.02.080 and LSMC 14.112.120.

Section 5. Deposit and Management of Traffic Impact Fees. The City shall deposit the pro-rated portion of the traffic impact fee due, pursuant to Section 3, into an exclusive interest bearing account with any qualified public depository for local government, as determined by the City. The pro-rated portion is defined as the maximum percentage of the adjustment pursuant Section 3. The City shall be the account holder. Funds deposited in the exclusive account shall be used solely for payment of refunds to eligible applicants and balances, if any, to which the City is entitled. The applicant will be responsible for any fees associated with maintaining the account in relation to the funds deposited. Such fees will be deducted from

any refund. Pursuant to Section 3, the City shall pay all refunds and interest to which an applicant is entitled within 30 days of the City Administrator or designee determination of eligibility pursuant to Section 4.

Section 6. Appeals. Any applicant aggrieved by the determination of the City Administrator or designee as to whether the criteria of Section 3 have been met or the eligibility for an adjustment from LSMC 14.112.030 or the amount of refund to which an applicant is entitled to pursuant to Section 4 may file a written appeal to the Hearing Examiner as established by Chapter 2.48 LSMC and LSMC 14.16A.350. The Hearing Examiner is hereby specifically authorized to hear and decide such appeals and the decision of the Hearing Examiner shall be final action of the City and subject to appeal pursuant to LSMC 14.16B.140 for a Type I application.

Section 7. Application of Sales and Use Tax Revenue from Businesses Receiving an Adjustment or Partial Adjustment. All sales and use taxes received by the City from applicants who receive an adjustment or partial adjustment from the requirements of this title shall be deposited in a special account to be administered by the City for five years. Said amounts shall only be expended for purposes authorized by and in accordance with the provisions of this Ordinance and the provisions of the City's transportation capital improvement plan. All sales and use tax revenues in excess of the amount of the taxpayer's adjustment to traffic impact fees received by the City from the applicant may be deposited in the City's general fund and may be expended for any lawful purpose as directed by the City Council.

Section 8. Construction and intent of adjustments. The conditions described in Section 3 and 4 are to be strictly constructed and interpreted as they relate to the values assigned to Average Annual Sales Tax Revenue, Adjustments of Traffic Impact Fees and Partial Adjustments.

Section 9. Severability. If a court of competent jurisdiction should hold any section, sentence, clause or phrase of this Ordinance invalid or unconstitutional it shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

Section 10. Repealer. This ordinance hereby repeals and replaces Resolution 2014-13 to provide traffic adjustments.

Section 11. Effective Date and Publication. This ordinance shall become effective five days after the date of its publication by summary. This ordinance shall automatically terminate three (3) years from the date of passage of this Ordinance unless otherwise extended by an ordinance of the Lake Stevens City Council. Any new commercial retail business/center that has received a certificate of occupancy after the adoption of Resolution 2014-13, but prior to passage of this Ordinance shall be eligible to apply for an adjustment retroactively.

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

John Spencer, Mayor

ATTEST:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First and Final Reading:

Published:

Effective Date:



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** August 23, 2016

Subject: Visitor Information Center – Monument Sign

Contact	Russ Wright, Planning &	Budget	\$50,100
Person/Department:	Community Development	Impact:	
	Mick Monken, Public Works		

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve the design and budget of the proposed Visitor Information Center monument sign in the amount of \$29,100, authorize a contingency of \$18,000 for electrical work and fence realignment, and authorize a \$3,000 contingency.

Reviewed by the Planning and Economic Development and Parks Subcommittees

SUMMARY/BACKGROUND: Staff briefed City Council on a proposal to add a wall mounted sign and monument sign for the new Visitor Information Center (VIC) at their June 28, 2016 meeting. Council authorized a budget of \$37,044.63 for the signs and fence replacement, including a \$15,000 contingency for electrical and fence realignment.

Council provided design direction for the sign. In particular, Council had an interest in making the monument sign more substantial and visually appealing. City staff has ordered the wall sign, which cost approximately \$950.00. Staff has coordinated with the Sign Designer and the Parks and Recreation and Planning and Economic Development Subcommittees to finalize the monument sign design. The final design includes distinct architectural elements, city and chamber logos and a larger electronic screen (as shown in Exhibits A). A scope of work is attached as Exhibit B.

The monument sign will be located north of the VIC and will provide a dynamic and customizable display sign to provide information on upcoming public events. Modification to the existing cyclone fence line will be made to provide an unobstructed view from Lundeen Parkway in both east and west directions. The subcommittees have recommended the fence be removed all the way from the new pathway to the entrance of Lundeen Park with a wing-wall installed to delineate the playground.

With the recommended changes, the monument sign will cost \$29,100plus tax. The fence work and underground electrical supply is estimated at \$18,000 or under. The \$3,000 contingency is to cover unexpected costs that due to unknown conditions. The revised project cost would be

This is a budgeted item.

BUDGET IMPACT: The \$50,100 under the Visitor Information Center \$60,000 budget.

ATTACHMENTS:

Exhibit A: Visitor Information Monument Sign
Exhibit B: Project Agreement



SIGNS PLUS
Innovation...outside the box.

766 Marine Drive
Bellingham, WA 98225
Phone 360.671.7165
Fax 360.671.0144

signsplusnw.com

Client: City of Lake Stevens

Date: 07/01/2016

Sales Executive: Ken Dennis

Designer: evk

File: City of Lake Stevens \ monument\ CityofLStevens-monument -sign009.cdr

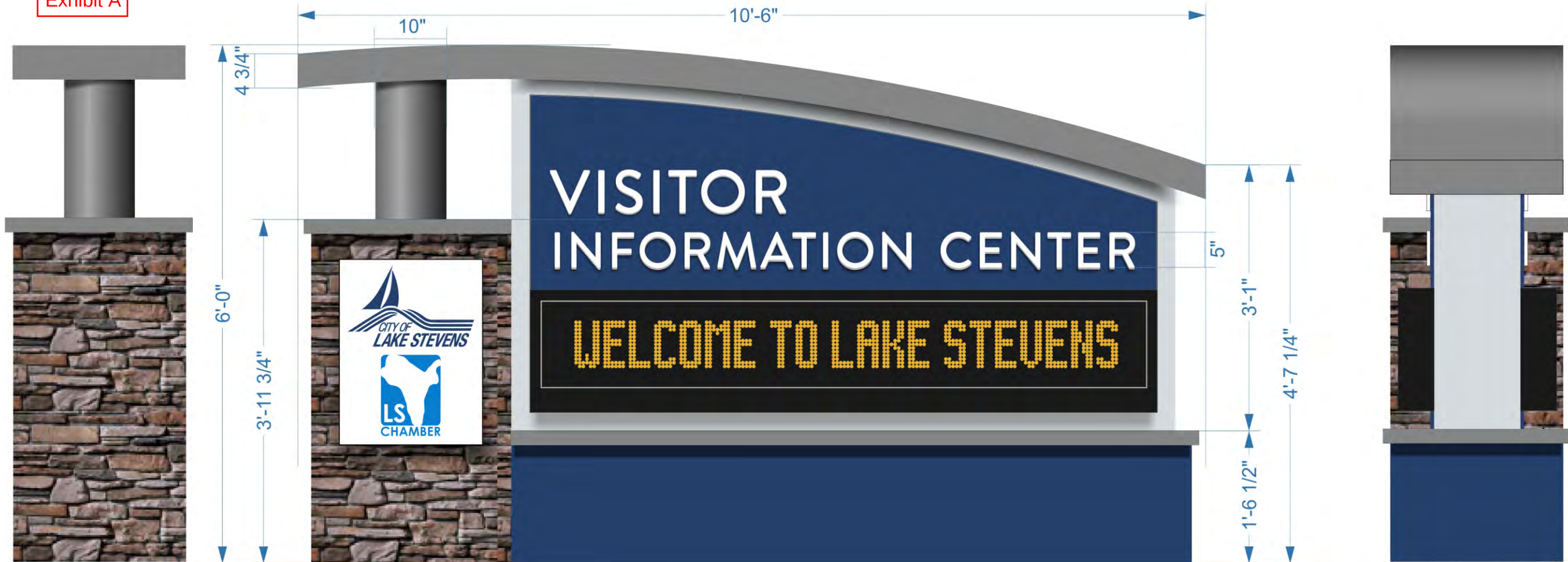
Drawing Scale: 3/4" = 1'

Revision Date: 08/04/2016
08/09/2016

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Page Number

Exhibit A



Left Side View

Right Side View



EMC Measurements

7'-3" EMC Width

7'-0" V.O. Width

MONUMENT SIGN

Fabricate and install a new D/F monument sign.

2 sided cabinet with welded steel frame and .100 aluminum face.

Cabinet illuminated with white LED modules.

Copy to be reverse routed with 1/2" acrylic push through letters.

All finishes to be Matthews acrylic polyurethane satin finish.

Message centers are Watchfire 19mm 16x112 matrix monochrome with 4,096 shades.

Top cap to be aluminum frame and facing painted to match Pantone Cool Grey 9 acrylic polyurethane satin finish.

Sign Base to be cultured stone "Southern Ledgestone – Bucks Country" finish.

Lake Stevens & LS Chamber plaque is painted .125" aluminum decorated with 3M graphics, peg mounted to base.



White



Blue
PMS 534C



Blue
PMS 660C



Medium Grey
PMS 538C



PMS
Cool Grey 9





Exhibit B

PROJECT AGREEMENT

August 10, 2016

Amanda Wells
City of Lake Stevens / Public Works
1812 Main St.
Lake Stevens, WA 98258
Tel: 425-377-3231
E-mail: awells@lakestevenswa.gov

Project: Visitor Information Center Monument Sign

Signs Plus hereby proposes to furnish the materials and perform the labor necessary for the completion of the signage below:

1: Fab and install one (1) new double faced monument sign that is 6'-0" tall x 10'-6" long. Sign that says "VISITOR INFORMATION CENTER" is internally lit by LED's and the copy is 1/2" thick pushed thru plex. The sign that says "CITY OF LAKE STEVENS, LS CHAMBER is non-lit 1/8" thick aluminum panel with vinyl graphics. The one side of the sign has cultured stone "Southern LedgeStone – Bucks Country". The message sign is a Watchfire 19MM monochrome 16 x 112 matrix, that is 1'-0" x 7'-0" viewing area, 4,096 shades of amber, able to do 2 lines / 22 characters at 5" tall, plays prerecorded clips up to 30FPS, animated text & graphics, comes with Ignite Software, communication by wireless and is 5 year warranty by manufacture. Client to supply power to sign location and computer to download software and run sign. Signsplus will download software and show staff how to run ads.

- **Price: \$29,100.00 + Tax & Permitting**

Customer Initials: _____ Date: _____ Salesman Initials: _____ Date: _____

Your sales representative is: Ken Dennis | C: 360.393.1265 | ken@signsplusnw.com





PROJECT AGREEMENT

August 10, 2016

Amanda Wells
City of Lake Stevens / Public Works
1812 Main St.
Lake Stevens, WA 98258
Tel: 425-377-3231
E-mail: awells@lakestevenswa.gov

Project: **Visitor Information Center Monument Sign**

Terms of Agreement

1. **Landlord Approval** – It is the responsibility of the owner to obtain any required Landlord approval for the placement of the new sign/s.
2. **City Approval** – All proposed signs are subject to city approval prior to beginning fabrication.
3. **Permitting** – If required, permit fees and permitting labor not included in cost. Permit fees will be billed at cost plus 10%. Staff time to obtain permits are billed at \$78.00 per hour.
4. **Electrical** – The cost to run the required electrical circuit for the sign/s to within 5' of the new sign location is not included in the proposed cost. If there is not the required circuit available, there will be additional costs.
5. **Unforeseen Circumstances** - Prices within this proposal are firm unless there are unforeseen circumstances that result in delays or obstacles (i.e.: If upon excavating large boulders, old foundation, sewer drain, unmarked utilities, etc. are discovered). If such circumstances arise Signs Plus Inc will notify client immediately with an evaluation and proposed change in price or work.
6. **Warranty** - All signs are warranted for 5 years against defects in workmanship, 1 year on electrical parts, 90 days on electrical labor. Warranty is for new products supplied by Signs Plus only.
7. **Sales Tax** – Price does not include any required sales tax.
8. **Payment** - 50% down payment is due at signing of contract and balance is due on completion. Payments in excess of \$1,000.00 paid by credit card will be charged a 2% processing fee. All invoices are due upon presentation and are considered past due in 10 days unless prior arrangements are made in writing. All overdue payments shall be subject to interest at the rate of 1.5% per month. Payments apply first to finance charges, then to invoices. In the event legal action is required for collection, reasonable attorney fees and collection costs shall also be payable. Signs Plus maintains or is granted ownership in all signs or products we are fabricating and/or installing until paid in full, and has the right to repossess and hold such property for payment, including reinstall charges, if applicable. Signs Plus is hereby granted a security interest in the above described product(s) to secure any amounts owed to Signs Plus under the terms of this agreement and other future indebtedness. A photocopy of this security agreement may be used as a financing statement for the purpose of filing this security agreement the Washington State Dept. of Licensing. This is a security agreement under the U.C.C. of Washington.
9. **Change Orders** - Changes must be made in writing and must be signed by customer, salesperson and Signs Plus, Inc. Official acceptance. Any drawings become part of this contract upon their signature by purchaser. Any changes made by the customer after the execution of this contract for work that is already in progress will be billed in addition to the agreed contract amount.
10. **Agreement Terms** - This contract constitutes the entire agreement unless otherwise noted herein. There are no other verbal or implied agreements.

ACCEPTANCE OF PROPOSAL

Person signing as Buyer signifies that he/she has full authorization to do so on behalf of the customer listed in Billing Name section above. Proposal and specifications of all pages of this contract are hereby accepted; all payments will be made as specified.

Buyer: _____

Buyer's Printed Name: _____ Date: _____

Salesperson: _____ Date: _____

Your sales representative is: Ken Dennis | C: 360.393.1265 | ken@signsplusnw.com





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: August 23, 2016

Subject: Fees Resolution 2016-14

Contact Russ Wright, Community Development Director **Budget** none
Person/Department: _____ **Impact:** _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Adopt Resolution 2016-14 adjusting fees for city licenses, permits and other services.

BACKGROUND:

The city periodically adjusts fees for licenses, permits and other services by resolution to ensure city costs are appropriate.

DISCUSSION:

Staff is recommending that City Council adopt Resolution 2016-14 revising fees for 2016. The following list describes the proposed fee adjustments to Section 2 - Table A.

- a. A new fee for a lot status determination of \$150 – the city has not had a defined fee amount for this request. The review would be similar to a zoning certification letter as currently adopted.
- b. A new fee for site plan review of \$150 – the city has not had a defined fee amount for this request. The review would be similar to a zoning certification letter as currently adopted.
- c. Adds Administrative Review Section – this includes previous fees for Administrative Modifications and Administrative Conditional Use Permits and adds new fees for Administrative Deviations and Administrative Variances to be adopted under Ord. 970. The new fees align with existing fees for Administrative Conditional Use Permits and Public Works Deviations. These application types would require similar level of review and analysis to the other permits listed above.
- d. Area-wide rezone fee eliminated – analysis is the same as other rezones not associated with a Comprehensive Plan Amendment.

ATTACHED

Resolution 2016-14

CITY OF LAKE STEVENS
Lake Stevens, Washington

RESOLUTION NO. 2016-1214

A RESOLUTION REPEALING RESOLUTION NO. 2016-12 AND ADOPTING AMOUNTS FOR THE RATES, FEES, AND DEPOSITS FOR VARIOUS SERVICES PROVIDED AND ACTIONS PERFORMED BY THE CITY AND FINES LEVIED AGAINST CODE VIOLATORS, TO INCLUDE NEW LAND USE FEES FOR SERVICES ACTIONS OR PERMITS

WHEREAS, the City Council, through ordinance, has adopted regulations requiring certain actions and services; and,

WHEREAS, these various ordinances set forth that fees shall be set by resolution, and;

WHEREAS, the cost of providing these various services consistent with applicable codes, regulations, and policies periodically increase or decrease, or certain services or practices are discontinued and fees are no longer needed; and,

WHEREAS, it is the intent of the City of Lake Stevens to charge appropriate fees and charges that are consistent with the services provided and to cover the public cost of providing these various services so that the public is not subsidizing individual benefits derived therefrom;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS AS FOLLOWS: Resolution No. 2016-08 is hereby repealed and the following rates, fees, and deposits for various services provided and actions performed by the city and fines levied against code violators are hereby adopted:

Section 1. Fees and Deposits-General.

- A. **Fees.** Fees are intended to cover the normal, recurring administrative costs associated with said action, such as secretarial staff time, advertising, mailings, file distribution, etc. and project review. Certain fees ~~are~~ may be refundable based on a case by case analysis from the applicable department director and approval of the Finance Director. The applicant is responsible for costs incurred for any portion of project/permit reviewed by a consultant hired by the City for such review.
- B. **Payment Due.** Fees and deposits are due at the time the action is requested (e.g., at time of application) or occurs (e.g., prior to a specific action). An applicant may pay all fees and deposits of a multi-phased project in advance; however, doing so does not vest applicable fees due. Fees due are those in effect at the time the specific action or phase of an action is requested or occurs.
- C. **Late Payment Penalties.** If payment is not received within 30 days of the due date specified on the invoice, the amount due shall accrue interest at the rate of 1.5 percent per month, with a maximum monthly interest accrual of \$20.00, from the date the fee became due and the date payment is actually made.
- D. **Waivers.** Upon petition by the applicant, the City Council may waive any of the fees or portions thereof, for any non-profit organization that provide services for the necessary support of the poor or infirm.
- E. **Concurrent Applications.** Concurrent applications requiring land use fees established by this resolution shall be subject to each fee cumulatively as if reviewed separately. There shall be no reduction in fees where more than one type of fee is charged for a project.

Section 2. Land Use Fees. Fees for various services, actions, and permits regarding land use, as per LSMC Title 14 and 16, shall be as listed in Table A. Land Use fees are in addition to Building Permit fees. Attorney fees may be recovered for specific projects. (Note: "X.XX" number refers to Use Category from Title 14 Table of Permissible Uses.)

Table A: Schedule of Land Use Fees

Action/Permit/Determination	Fee (\$)
ADMINISTRATIVE APPROVALS/DETERMINATIONS – TYPE I REVIEW	
<u>Administrative Modifications</u>	450
Adult Family Home	325
Boundary Line Adjustments	1,000
Changes of Use	Included in Business License Fee
Code Interpretations	150
<u>Lot Status Determination</u>	150 for first two hours + 75 per hour for each hour of additional staff time
Floodplain Development Permit when no Shoreline Exemption is required (may also require SEPA and critical area review fees)	150
Grading Permits (less than or equal to 100 cubic yards)	375
Home Occupations	Reviewed as part of business license
Lot Line Consolidation	500
Pasture/Waste Management Plan (LSMC 5.18.040)	
Plan Review Fee	75
Subsequent Plan Modification Review	75/hour
Reasonable Use Exceptions	200+critical areas review
<u>Site Plan Review (for standalone review only)</u>	150 for first two hours + 75 per hour for each hour of additional staff time
Temporary Use	
Temporary Residence (1.700)	125
Temporary Mobile/Modular Public Structures (15.500) in any zone	100
Temporary Structures (23.000)	200
<u>ADMINISTRATIVE CONDITIONAL-USE PERMITS REVIEW</u> (formerly Special Use Permits) (Grading > 100 cubic yards) (If hearing is requested additional cost for hearing examiner at actual cost)	
Basic Review & administrative decision	1,000
If hearing called for in addition to previous costs)	Hearing Examiner cost
Administrative Conditional Use Permit (includes grading permits over 100 cubic yards)	1,000
<u>Administrative Deviation</u>	150 for first two hours + 75 per hour for each additional hour of staff time
<u>Administrative Modifications</u>	450
<u>Administrative Variance</u>	1,000
ANNEXATIONS	
Submission of 10% Petition	0
Submission of 60% Petition	0
If it goes to BRB hearing	0
ATTORNEY FEES	Applicant pays actual cost charged City plus 35 Administrative fee
APPEALS PER TITLE 14	
To City Council	350

Action/Permit/Determination	Fee (\$)
To Hearing Examiner	350+Hearing Examiner cost
To Shoreline Hearings Board	75/hr
BINDING SITE PLANS	6,000
Revision	1,000
BUOY OR MARKER PERMIT (PRIVATE) (Per LSMC 10.16.070)	
Initial Application Review	105
Private buoy or marker permit (annual) (LSMC 10.16.070)	75
CODE ENFORCEMENT – NOTICE OF VIOLATION (Per Ch. 17.20 LSMC)	
Filing Fee to Request Contested Hearing	350
Filing Fee to Request Mitigation Hearing	350
Hearing Examiner Hearing (except for initial open record hearing per LSMC 17.20.080(d))	Hearing Examiner cost
COMPREHENSIVE PLAN AMENDMENTS (including area-wide-rezones)	
Minor Amendment (annual cycle)	2,400
Major Amendment (5-year cycle)	3,500
CONCESSIONS	
Background Check	15
Concession Agreement Review/Administration	150
Damage and Litter Deposit (refundable at end of contract)	100
Lease Rate	5% of revenue
CONDITIONAL USE PERMITS	3,500+ Hearing Examiner cost
CONSTRUCTION PLAN APPROVAL	
Residential developments 1-9 units	1,500 + 100 per lot for first two reviews + each additional review will be charged either: a) 75 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director
Residential developments 10 or more units	1,500 + 150 per lot for first two reviews + each additional review will be charged either: a) 75 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director
Commercial and/or non-residential developments	2,000 for first two reviews + each additional review will be charged either: a) 75 per hour staff time; or b) Consultant fees (see below) As determined by the

Action/Permit/Determination	Fee (\$)
	appropriate Department Director
CONSULTANT FEES (when applicable)	Applicant pays actual cost charged City plus 35 Administrative fee
CRITICAL AREA REVIEW	Applicant pays actual cost charged City plus 35 Administrative fee
DESIGN REVIEW	
Design Review – Administrative Decision	450
Design Review –Design Review Board	450
DEVELOPMENT AGREEMENT	1,400
EDDS DEVIATION REQUEST	150 for first two hours + 75 per hour for each additional hour of staff time
ESSENTIAL PUBLIC FACILITIES (in addition to conditional use permit fees)	
Essential Public Facility	Public participation costs (e.g., mailings, noticing, room rental) +consultant fees +attorney fees
Secure Community Transition Facility	Public participation costs (e.g., mailings, noticing, room rental) +consultant fees +attorney fees
EVENT PERMITS	
Event Level1	75
Event Level 2	225
Event Level 3	300
Event Level 4	1,050
Event Level 4 Deposit	80% of City estimated cost for City services
Event Expedited Review Fee	100
Boat Launch Closure	100/day
Recycle Containers	10/unit deposit 35/unit replacement fee for unreturned or damaged units
FIREWORKS PERMITS	
Fireworks Display	250
Fire Works Stand	100
IMPACT FEES	
Park Mitigation	
Single Family Residence and Apartments with 3+ bedrooms	2,363/dwelling
Duplex and Apartments with 2 bedrooms	1,733/dwelling
Apartments with 0-1 bedrooms	1,103/dwelling
School Mitigation	
Detached Single Family Residence	4,680/dwelling
Duplex/Apartment/Townhouse with 2 or more bedrooms	2,532/dwelling
Duplex/Apartment/Townhouse with 1 or fewer bedrooms	0
Traffic Mitigation	
Traffic Impact Zone 1	2,039/PM Peak Hour Trip

Action/Permit/Determination	Fee (\$)
Traffic Impact Zones 2 & 3	2,917/PM Peak Hour Trip
Impact Fee Adjustment/Deferral Application	150
LAND USE CODE AMENDMENTS	3,000
MISCELLANEOUS ACTIONS/ITEMS	
Manufacturing Tax Exemption Application	500
Permit Extension	150
Public Notice Signs Rental Fee	50
Security Administration Fee, per each security	100
Sign Non-Return Charge – If not returned within 7 days of permit approval	10/sign
Tree Replacement Fee In-Lieu (per LSMC 14.76.120(e))	Equal to cost of purchasing & planting trees as per applicant submitted report prepared by certified arborist or landscape designer/contractor
MISCELLANEOUS TASKS	
Miscellaneous Engineering Review (e.g., storm drainage plans for Single-Family Residential & Duplexes, drainage studies, etc.)	75/hr
Miscellaneous Research or other staff time	75/hr
PARK PERMITS	
Park Permit without Picnic Shelter	35
Park Permit is included if Picnic Shelter is rented	0
PLANNED NEIGHBORHOOD DEVELOPMENTS	3,500+Hearing Examiner cost
PRE-APPLICATION CONFERENCE FEE (\$400 credited toward application fee over \$1,000 upon submittal of said application if received within 12 months from date of pre-application conference.)	
Without Consultant Review	400
With Requested Consultant Review (e.g., critical areas consultant, etc.)	400+Consultant fees
RECONSIDERATION OF DECISION by:	
Planning Director	200
Design Review Board	200
City Council	200
Hearing Examiner	100+Hearing Examiner cost
RECORDING FEES	At cost (paid directly to Snohomish County)
REZONES - ZONING MAP AMENDMENTS	
Rezone Minor	500+Hearing Examiner cost
Rezone Major	1,000+Hearing Examiner cost
Area-wide Rezones	See Comprehensive Plan Amendments fee
Action/Permit/Determination	Fee (\$)
RIGHT-OF-WAY	
Right-of-Way Permit	
Individual Residential (outside roadway improvements)	50
All Others	200
Right-of-Way Vacation	1,000
Road Cuts (required only for pavement cuts where roadway overlay is not required by City)	2 per square foot
SEPA REVIEW (does not include critical areas review, which is a separate	

Action/Permit/Determination	Fee (\$)
fee)	
Planned Action Project Certification Review including SEPA Checklist	750
Review of SEPA Checklist	750
Review of requested studies	75/study per hour 2 hour minimum
Review of requested traffic studies	75 per hour 2 hour minimum
Review of requested drainage studies	75 per hour 2 hour minimum
Environmental Impact Statement (EIS)	75 per hour 10 hour minimum
Addendum	300
SEPA Appeals (to Hearing Examiner)	150+Hearing Examiner cost
SHORELINE PERMITS (may also require SEPA and critical area review fees)	
Shoreline Conditional Use	1,500+Hearing Examiner cost
Shoreline Exemption	200
<u>Shoreline Exemption with Floodplain Development Permit</u>	<u>300</u>
Shoreline Substantial Development	+Hearing Examiner if requested by public
Related to Single Family Residence	500
Related to Multifamily Residence or Commercial Property	1,500
Related to Subdivision	2,000
Other	2,500
Shoreline Variance	1,500+Hearing Examiner
SIGN PERMITS	
Sign Permit	150+50/sign
Master Sign Program Permit	450
SUBDIVISIONS (1-9 lots – Short Plat; more than 9 lots – Plat)	
Preliminary Short Plat	4,320
Final Short Plat	765
Short Plat Alteration	1,225
Short Plat Vacation	1,225
Preliminary Plat	10,030
Final Plat	1,565 + 100 per lot or unit + Survey Consultant Review cost
Plat Alteration	1,600
Plat Vacation	1,600
Street Signs (per Manual on Uniform Traffic Control Devices)	Purchased & installed by applicant per code & consistent with MUTCD
VARIANCE (Hearing Examiner review)	1,100+Hearing Examiner cost
ZONING CERTIFICATION LETTER	150

Section 3. Building Permit Fees. (Land Use fees, if required, are in addition to Building Permit fees.)

- A. Washington State Building Codes Adopted. The City of Lake Stevens does hereby incorporate by this reference as though fully set forth the fees from:
1. 2015 edition of the International Building Code (IBC)
 2. 2015 edition of the International Residential Code (IRC)
 3. 2015 edition of the International Mechanical Code including the 2015 International Fuel Code, 2008 National Fire Protection Association 58 (Liquefied Petroleum Gas Code) and 2015 National Fire Protection Association 54 (National Fuel Gas Code)
 4. 2015 edition of the Uniform Plumbing Code
 5. Washington State Barrier Free Regulations (Title 51 WAC)
 6. Current edition of the Washington State Energy Code
 7. 2015 edition of the International Fire Code
 8. Current edition of the Washington State Ventilation & Indoor Air Quality Code
- B. Valuation for Calculating Building Permit Fees shall be determined according to the International Code Council "Building Valuation Data" which is herein incorporated by reference as though fully set forth. The "Building Valuation Data," including modifiers, is found in Building Safety Journal, and is published quarterly by the International Code Council. Subsequent semi-annual revisions of the "Building Valuation Data" shall be automatically incorporated by this reference to be effective immediately following each new publication. Building permit fees shall be based on the formulas contained in Table 1A.

Table 1A: Building Permit Fees

Total Valuation	Fee
\$1.00 to \$499.99	\$23.50
\$500.00 to \$1,999.99	\$23.50 for the first \$499.99 plus \$3.05 for each additional \$100, or fraction thereof, up to and including \$1,999.99.
\$2,000.00 to \$24,999.99	\$69.25 for the first \$1,999.99 plus \$14 for each additional \$1,000, or fraction thereof, up to and including \$24,999.99.
\$25,000.00 to \$49,999.99	\$391.25 for the first \$24,999.99 plus \$10.10 for each additional \$1,000, or fraction thereof, up to and including \$49,999.99.
\$50,000 to \$99,999.99	\$643.75 for the first \$49,999.99 plus \$7.00 for each additional \$1,000, or fraction thereof, up to and including \$99,999.99.
\$100,000 to \$499,999.99	\$993.75 for the first \$99,999.99 plus \$6.50 for each additional \$1,000, or fraction thereof, up to and including \$499,999.99.
\$500,000 to \$999,999.99	\$3,233.75 for the first \$499,999.99 plus \$4.75 for each additional \$1,000, or fraction thereof, up to and including \$999,999.99.
\$1,000,000 and up	\$5,608.75 for the first \$999,999.99 plus \$3.65 for each additional \$1,000, or fraction thereof.

C. Plan Review Fees:

Residential:

- New construction & additions: 65% of permit fee using Table 1A
- Repairs & Alterations: \$75.00 per hour (min. 1 hour)
- Basic House Plan Review – see Table B2

Commercial:

- New construction & additions: 85% of permit fee using Table 1A
- Tenant Improvements (TI) & Alterations: 85% of permit fee using Table 1A **OR** \$75.00 per hour (min. 1 hour) as determined by the building official
- Plumbing & mechanical: 25% of permit fee or City's hourly rate of \$75.00 per hour (min. 1 hour)

D. Fire Department Commercial Plan Review.

New or Tenant Improvement Building Permits – Applies to all Occupancies except Groups R-3 and U

Construction Valuation		Fee
From:	To:	
\$0	\$1,000	\$30
\$1,001	\$5,000	\$115
\$5,001	\$10,000	\$175
\$10,001	\$20,000	\$200
\$20,001	\$45,000	\$260
\$45,001	\$100,000	\$315
\$100,001	\$250,000	\$430
\$250,001	\$500,000	\$545
\$500,001	\$1,000,000	\$690
\$1,000,001	\$1,500,000	\$775
\$1,500,001	\$2,000,000	\$835
>\$2 million		\$865 plus \$55 per \$500,000 (prorated over \$2 million)

E. Other Inspections and Fees:

See Section II Tables D and E for Sprinkler and Alarm fees.

Inspections outside of normal business hours: \$75/ hour, 2 hour minimum.

Reinspection fees assessed at \$75 per hour (1 hour minimum).

Penalty for commencing work prior to permit issuance: Double permit fee.

Inspections for which no fee is specifically indicated: \$75 /hour (1/2 hour minimum).

Additional plan review required by changes, additions or revisions to plans: \$75/hour.

For use of outside consultants for plan checking and inspections, or both: Actual Costs

F. Miscellaneous Building Permit Fees. Tables B2 and B3 specifies those fees charged for permits to be issued pursuant to the Washington State Building Code and which are not included in the provisions of Subsections A and B:

Table B2: Schedule of Miscellaneous Building Permit Fees

Permit	Fee (\$)		
	Permit	Plan Check	Total
Accessory Structures	Valued as Utility (BVD) See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
BASIC HOUSE PLAN REVIEW			
Initial Plan	See table 1A		
Set-up fee			200
Basic Plan		20% of permit fee per Table 1A	Per Table 1A
State Building Code fee (each permit)	\$4.50		\$4.50
Each additional residential unit (per RCW 19.27.085)	\$2.00		\$2.00
Deck	Valued at: \$15/sq.ft. – uncovered \$17/sq.ft. – covered See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
Demolition	\$75		\$75
Dock	Valued at: \$30/sq.ft. See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
Fence/Retaining Wall	\$75	\$75/hr (1 hr min)	\$75 + plan check fee
Manufactured Home Placement ((& Skirting))	\$225		\$225
Certificate of Occupancy	\$100		\$100
Reroof:			
Residential	\$40.00		\$40.00
Residential with sheathing	\$90.00		\$90.00
Commercial	Refer to Table1A	Same as Commercial TI	Permit fee + plan check fee
Adult Family Home	\$150		\$150
Re-inspection	\$75		\$75

BVD = Building Valuation Data, August 2012, International Code Council

Table B3: Mechanical and Plumbing Fees

Mechanical Fees		Plumbing Fees	
Mechanical Permit	35.00	Plumbing Permit	35.00
AC unit < 100,000k	20.00	Back Flow Preventer	10.00
AC unit 100,000k – 499,999 k	30.00	Bathtub	10.00
AC unit 500,000k and up	40.00	Commercial Dishwasher	15.00
Air Handlers <10,000 CFM	13.00	Drinking Fountain	10.00
Air Handlers 10,000 CFM and up	23.00	Floor Sink or Drain	10.00
Boilers	15.00	Grease Interceptor	50.00

Mechanical Fees		Plumbing Fees	
Commercial Incinerator	30.00	Grease Traps	10.00
Condensers	20.00	Hose Bibs	10.00
Domestic Incinerator	20.00	Ice Makers	10.00
Duct Work	15.00	Kitchen Sink	10.00
Evaporative Cooler	15.00	Laundry Tray	10.00
Forced Air System <100,000 BTU	18.00	Lavatory	10.00
Forced Air System 100,000 or more BTU	24.00	Lawn Sprinkler System	10.00
Gas Clothes Dryer	15.00	Medical Gas 1- 5	50.00
Gas Piping 1 – 4 Outlets	11.00	Medical Gas, for each one over five	10.00
Additional Outlets	1.00	Mop Sink	10.00
Heat Exchanger	15.00	Other	10.00
Heat Pump	15.00	Pedicure Chair	10.00
Manf. Fireplace/ Log Lite	18.00	Reclaimed Water System	40.00
Misc. Appliance	15.00	Residential Dishwasher	10.00
Range Hood – Residential	15.00	Roof Drains	10.00
Range Hood – Commercial	150.00	Shower	10.00
Refrigeration Unit <100K	20.00	Specialty Fixtures	10.00
Refrigeration Unit 100K – 499K	30.00	Supplemental Permit	15.00
Refrigeration Unit 500K and up	40.00	Testing of Reclaimed Water System	30.00
Relocation Repair	15.00	Urinal	10.00
Stove Appliance	15.00	Vacuum Breakers 1- 5	10.00
Supplemental Permit	15.00	Vacuum Breakers, for each one over five	2.00
Vent Systems	15.00	Washing Machine	10.00
Vent w/o Appliance	10.00	Waste Interceptor	10.00
Ventilation Fans	10.00	Water Closet	10.00
Wall/Unit Heaters	20.00	Water Heater	15.00

Mechanical Fees		Plumbing Fees	
Water Heater	15.00	Water Service	10.00
Wood Stoves	18.00		

Section 5. Animal Code Fees. Fees for other various services, actions, and permits related to Animal Control, as per LSMC Title 5, shall be as listed in Table D.

Table D: Animal Code Fees

Permit/Action	Fee (\$)
Dog/Cat License: - Each dog or cat licensed within 60 days of residency or within 60 days of acquiring pet, lifetime - Each dog or cat neutered or non-neutered, lifetime - Senior Citizen (defined as being 62 years of age or older) owners, lifetime - Service and guide dogs, lifetime - Duplicate license for lost or destroyed dog/cat tag - Duplicate license - Senior Citizen owners and Service/Guide Dogs - Other Code Violations: ■ First Offense, For first offense the fee for such violation will be set equivalent to the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts. ■ Second Offense, For the second offense, the fee for such violation shall be set equivalent to double the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts.	Free 20 Free Free 4 Free
Impound Fees for Cost Recovery: - Dogs and cats (at police kennel) - Animals - Dogs, Cats and other animals (at/or transported to animal shelter) As set forth by the Everett Animal Shelter animal impound fee schedule, plus an additional \$5.00 administrative fee for reviewing and processing billing statements. - Additionally, any costs incurred which exceed the base fee and which are associated with the collection, impoundment, maintenance, treatment, and destruction of the animal(s), any fees owing, and any costs of damage cause by the animal(s) shall be the liability of the owner. The City is not responsible for such costs incurred.	25 30 Varies
Pasture/Waste Management Plan (Sec 5.19.040)	1549.040

Section 6. Miscellaneous Police Fees. Fees for various Police services, actions, and permits shall be as listed in Table E.



Table E: Schedule of Miscellaneous Police Fees & Fines

Permit/Action/Service	Fee (\$)
Fingerprinting:	
1. For Concealed Pistol Licenses	State fee
2. People who work or reside in the City (per 2 cards)	10
3. People who do not work or reside in the City (per 2 cards)	20
Lamination Services – Concealed Pistol Licenses	3.50
Boat Launch Parking Fees and Fine:	
1. Daily	5
2. Annual Permit	75
3. Low-income Seniors (defined as being 62 years of age or older)	40
4. Failure to pay fee (50% reduction if paid within 24 hours)	40
5. Current Washington State Fishing License decal affixed to vehicle	Free
DUI cost recovery:	
1. Administrative fee	200
2. Jail booking fee (or as revised by Snohomish County or City of Marysville)	82
3. Daily lodging fee (or as revised by Snohomish County or City of Marysville)	61
False Alarm Fees:	
1. Second response to premises within six months after the first response	25
2. Third response to premises within six months after a second response	50
3. Fourth response to premises in six months after the third response and for all succeeding responses within six months of last response	100
Impound Fees for Cost Recovery:	
Signs if owner wants returned, per sign	25
Impound fee for wheeled recreational devices	60
Administrative storage fee for impounded vehicles	15
Fine for parking:	
1. Fine for parking as described in Lake Stevens Municipal Code Section 7.12.090, Prohibited Parking	50
2. Fine if paid within 24 hours	25
Off-duty Officer:	Refer to current billable rate schedule
Security for Non-profits	
Security for others (includes a 15% administrative fee)	
Special Event Services Deposit: (For special planned events that require additional police services)	\$100 per hour of event with one hour minimum
Letters for search of local criminal justice data bases	10
Administrative dismissal of infraction for operating motor vehicle without insurance – administrative fee	25

Section 7. Miscellaneous Fees. Fees for various other services, actions, and permits shall be as listed in Table F.

Table F: Schedule of Miscellaneous Fees and Fines

Permit/Action	Fee or Fine (\$)
Public Works : Hourly Rate for Service for Non-profits Hourly Rate for Service for others (includes a 15% administrative fee)	Refer to current billable rate schedule
Business Licenses: - Non-refundable Adult Entertainment (Cabaret) application Fee 100 - Adult Entertainment (Cabaret) Establishment (annual) 500 - Adult Entertainment (Cabaret) Establishment Manager/ Entertainer (annual) 50/person - Business License Registration – Application 40 - Business License Registration – Annual Renewal 25 - Temporary business license 40 - Renewal 5 - Canvassers, Solicitors and Peddlers (includes City application fee, does not include Washington State Patrol application fee. License expires one year from date of application.) 75 for the 1st three employees, and \$10 for each additional employee - Live music and/or dance entertainment (annual) 50 - Games (annual) 50 - Pawnbroker and Second Dealers (annual) 500	
- Washington State Department of Licensing's Master License Service - Business license handling fee (fees shall be automatically amended by the State)	Currently New Application \$15 Renewal \$9
Duplication of Public Records: (postage/delivery costs extra) - In-house Copying of City documents for the public 15¢/page/side first \$2 charge is free - In-house Copying of City documents to pdf when original document is not in electronic format 10¢/page/side first \$2 charge is free \$1 extra for copy to CD - In-House duplication of City documents to CD, such as Comprehensive Plan, Lake Stevens Municipal Code Title 14, Urban Design Standards, Engineering Design and Development Standards, etc. 10/CD - Documents or CDs printed by outside party Actual cost to reproduce (minimum deposit required) - Maps - Duplication of maps less than 11"X17" 2 - Maps - Duplication of maps greater than 11"x17" 6 - Special requests for plotted maps, aerials, plans, etc. (each) 12 - Audio recordings of meetings: - Duplicated by staff 1/tape/disc - Duplicated by outside party Actual cost to reproduce - Color photos (cost to reproduce) 40¢	

Permit/Action	Fee or Fine (\$)
- Duplication of all other types of City media (i.e., photographs, audio/video tapes, blueprints) shall include the cost of duplication, postage/delivery costs, and actual staff time - Certified copy of a public record	\$5 for 1 st Page and \$1 each after the 1 st Page
Dishonored Check Fine (in payment of City services)	35
Passports (fees shall be automatically amended by U.S. Dept. of State)	Consistent with effective federal changes
Age 16 and Over	Passport Fee 110 Execution Fee 25
Under Age 16	Passport Fee 80 Execution Fee 25
Passport Photos	\$16.00/set including sales tax

Section 8. Community Center Rental Fees. Fees for renting the City's Community Center shall be as listed in Table G.

Table G: Schedule of Rental Fees

Classification	Rental Amount (\$)
*Local users – see definition below	\$10/ hour or \$60/day
Non-local users	\$15/hour or \$90/day
**Non-Profit Community Interest Groups - see definition below	\$5/hour
Public utilities and any instrumentality of the United States, State of Washington, or political subdivision thereof with respect to the exercise of governmental functions	Free
Key Replacement Fee	\$25

1. If the City requires general liability insurance coverage, the event shall be required to provide proof of insurance in compliance with the Facility Use Permit rules ten days prior to the event. If proof of insurance is not provided, the event will be cancelled.
2. "Local" user is a group whose coordinator or assigned member is a citizen of the City of Lake Stevens.
3. **Non-Profit Community Interest Groups devoted to community interest whose activities generally take place within the geographical confines of the City of Lake Stevens. This classification would include, but not be limited to: Girl Scouts, Lake Stevens Historical Society and Lake Stevens Rowing Club. Non-profit group is defined as being registered with the Secretary of State as a non-profit.
4. A minimum security deposit of \$25 MAY be required of users when, in the judgment of the facilities scheduler, the type of facility use may necessitate such a deposit.
5. In case of a cancellation, a written ten-day advance notice must be received to qualify for a refund.
6. No animals other than service animals will be permitted inside facilities without consent of the City Clerk or designee.
7. Use of public facilities for the purpose of generating personal gain is prohibited without written agreement with the City of Lake Stevens.

Section 9. Lundeen Park Shelter Fees. Fees for the rental of Lundeen Park Shelters shall be as listed in Table H (below).

Table H: Schedule of Lundeen Park Shelter Rental Fees

Section 10. Stormwater Utility and Lake Management Charges. Fees for the Stormwater Management Utility, as per LSMC Title 11, shall be as listed in Table I (below).

	Group Size	Number of shelters	Rate
Lundeen Park Single Shelter Pricing			
	1-50	1	\$ 60 <i>Non-refundable reservation fee</i> + \$ 7 \$ 67
Lundeen Park Double Shelter Pricing			
	1-100	2	\$ 120 <i>Non-refundable reservation fee</i> + \$ 7 \$ 127

Table I: Stormwater Management Utility

Maximum of 50 people per shelter. Reservation Fee is Non-Refundable unless cancelled by the City of Lake Stevens			
Class	Impervious Surface %	Monthly Rate	Annual Rate
Single Family	NA	\$8.67/parcel	\$104.00 per parcel
Condominium	NA	\$7.17 per unit	\$86.02per unit
Undeveloped Lot	NA	Exempt	Exempt
Exempt	Less than 1%	No Charge	No Charge
Very Light	1% to 19%	\$2.38 per 1/4 acre	\$28.61per 1/4 acre
Light	20% to 39%	\$8.00 per 1/4 acre	\$96.00 per 1/4 acre
Moderate	40% to 59%	\$13.28 per 1/4 acre	\$159.36 per 1/4 acre
Heavy	60% to 79%	\$18.06 per 1/4 acre	\$216.77 per 1/4 acre
Very Heavy	80% to 100%	\$23.90 per 1/4 acre	\$286.85 per 1/4 acre
City Roads	NA	Set in accordance with RCW 90.03.525	Set in accordance with RCW 90.03.525
State Highways	NA	Set in accordance with RCW 90.03.525	Set in accordance with RCW 90.03.525
Low Income Senior & Disabled Exemption			Set in accordance with Snohomish County guidelines

Mobile Home parks shall be charged under the appropriate rate category by their percentage of impervious surface.

Duplex, Triplex, Four-plex will be charged the base single family rate multiplied by the number of units.

Parcels with multiple single family structures will be charged the base single family rate multiplied by the number of structures.

Miscellaneous structures over 120sf, will be charged under the appropriate rate category by their percentage of impervious surface.

Undeveloped lots are not altered from the natural state by construction and include lakefront and split lots.

Fees for the Lake Management, as per Title 11 LSMC, shall be listed in Table IB (below).

Table IB: Lake Management Benefit Assessment

Class	Impervious Surface %	Monthly Rate	Annual Rate
Lakefront Lot	NA	\$16.00per parcel	\$192.00 per parcel
Split Lot	NA	\$11.33 per parcel	\$136.00per parcel

The lake front lot assessment applies to each land parcel abutting the lake shore. The split lot assessment applies to each land parcel with a portion of the lot abutting the lake shore and a portion of the lot separated from the lake shore by the city road. Each parcel abutting the lake will be charged a lakefront/split lot surcharge in addition to the appropriate Stormwater Management Utility rate.

Lakefront lots developed with only a dock or other over the water structure will receive a lakefront assessment.

Lakefront /split lot parcels with multiple single family structures will be charged the applicable assessment in addition to the single family Stormwater Management Utility rate multiplied by the number of units.

Commercial lakefront/split lot parcels will be charged a lakefront/split lot assessment in addition to the appropriate rate category by their percentage of impervious surface.

Parcels with a common interest in a community beach will be charged a proportionate share of the lakefront assessment in addition to their single family (or other) Stormwater Management Utility rate.

Section 11. Annual Fire Inspection Fees and Fire Department Related Service fees. Fees for fire inspection and Fire Department related Services fees shall be as listed in Table J below.

Table J: ANNUAL FIRE INSPECTION

AND FIRE DEPARTMENT RELATED SERVICE FEES

TABLE A -- ANNUAL FIRE INSPECTION FEE			
Building size In square feet	FEE		
	B, M, R	A, E, LC, R	F, H, I, S Occupancies
0-1000	\$45	\$75	\$95
1,001-2,500	\$65	\$105	\$165
2,501-5,000	\$95	\$155	\$245
5,001-7,500	\$115	\$185	\$285
7,501-10,000	\$125	\$195	\$300
10,001-12,500	\$145	\$230	\$315
12,501-15,000	\$165	\$275	\$330
15,001-17,500	\$175	\$295	\$345
17,501-20,000	\$190	\$310	\$365
20,001-30,000	\$215	\$350	\$375
30,001-40,000	\$230	\$375	\$385
40,001-50,000	\$245	\$400	\$400
50,001-60,000	\$260	\$425	\$425
60,001-70,000	\$275	\$450	\$450
70,001-100,000	\$300	\$475	\$475
100,001-150,000	\$350	\$500	\$500
150,001-200,000	\$400	\$525	\$525
OVER 200,000	\$450	\$550	\$550
REINSPECTION FEES			
For uncorrected violations at time of first re-inspection			\$25
For uncorrected violations at time of second re-inspection			\$50
SPECIAL INSPECTION FEES			
Riser system Re testing			\$58 each
Fuel storage tank abandonment			\$58.00 each
Alarm System re-testing			\$58.00 each
SPECIAL EVENT PERMIT FIRE INSPECTIONS			

During regular business hours	\$115
After regular business hours/weekends	\$69/hour of actual
PYROTECHNIC FIREWORKS	
Retail fireworks	\$115
Wholesale fireworks	\$115

FIRE DEPARTMENT RELATED SERVICE

Table B -- SPECIAL ASSEMBLY PERMITS(IFC 105.6.43)	
Temporary Membrane Structures, Tents & Canopies	
(See IFC 105.6.43& IFC 24)	
Duration / Commercial Use	Fee:
< 3 days	No Fee
4 to 180 days	\$58
Temporary Assembly	
For <99 people	\$58
For >100 people	\$115
Table C -- EXPLOSIVES (105.6.15)	
Retail Fireworks Stand	
Retail Sales - Wood Stand	included in Fireworks Permit fee
Retail Sales – Tent	included in Fireworks Permit fee
Must meet requirements of Table B, but no additional fees required.	
Public Display	
Licensed Pyrotechnic Operators Only	\$115
Temporary Storage	\$173

Table D -- NFPA 72 FIRE ALARM SYSTEMS 105.7.4		
Comprehensive Fees for Permit, Review & Inspection		
Tenant Improvement or System Modification		
Number of Devices* From: To:		Fee:
1	2	\$ 86
3	5	\$ 144
6	10	\$ 201
11	20	\$ 259
21	40	\$ 345
41	100	\$ 431
101	200	\$ 546
>200		\$575 plus \$58 per 100 additional devices (prorated)
New System		
Number of Devices* From: To:		Fee:
1	100	\$403
101	200	\$546
>200		\$575 plus \$58 per 100 additional devices (prorated)
In addition to device* fees shown, the following fees also apply:		
FACP and/or Transmitter		
Replaced		\$144
New		\$230
Note: All Central Station Monitoring must be UL or FM listed.		
*Devices include separate individual portions of a Fire Alarm System such as: Initiation Devices, Notification Appliances, Flow Switches, Supervisory Switches, Magnetic Door Hold-Open devices, Remote Annunciators, Pull Stations, Beam Detectors (each piece is one device), and other such devices.		

Table E -- FIRE SPRINKLER SYSTEMS (105.7.1, 105.7.11, 105.7.4)		
Tenant Improvement or System Modification (NFPA 13 / 13R)		
Number of Sprinklers or Devices** From: To:		Fee:
1	2	\$ 86
3	5	\$ 144
6	10	\$ 201
11	20	\$ 259
21	40	\$ 345
41	100	\$ 460
101	200	\$ 546
201	300	\$ 661
>300		\$690 plus \$58 per 100 additional devices (prorated)
New System (NFPA 13 / 13R)		
Number of Sprinklers or Devices** From: To:		Fee:
1	100	\$431
101	200	\$546
201	300	\$690
>300		\$719 plus \$58 per 100 additional devices (prorated)
NFPA 13-D (RESIDENTIAL)		
Number of Sprinklers:		Fee*:
1 to 10		\$ 201
11 to 25		\$ 259
26+		\$ 316
*Non-required NFPA 13-D Systems Fee 50% of listed fees for voluntary installations		
Hood Suppression Systems		

Type of System:	Fee:
Pre-Engineered	\$144
Custom Engineered	\$316
Standpipe Systems	
Class I, II or III new or existing	\$173
Fire Pump (each)	
\$345 each, maximum \$575	
**Devices include separate individual portions of a Fire Sprinkler System such as: Sprinklers, Risers, Valves, Pull Stations, Beam Detectors (each piece is one device) and other such devices.	
Table F -- HAZARDOUS MATERIALS FACILITY CONSTRUCTION (105.7.7)	
Hazardous Materials Installation, Repair, Abandonment, Removal, Closure or Substantial Improvement	
Permits in addition to Annual Operational Permit	
Permits required when quantity exceeds permit amounts in Table 105.6.20.	
QUANTITY	FEE
1-2 Materials in Excess of Permit Amount	\$115.00
3-5 Materials in Excess of Permit Amount	\$230.00
>5 Materials in Excess of Permit Amount	\$460.00
Table G -- COMPRESSED GASES (105.7.3) AND FLAMMABLE & COMBUSTIBLE LIQUIDS (105.7.6) AND LP-GAS (105.7.9)	
Compressed Gas Installation, Repair, Abandonment, Closure or Substantial Modification to a Compressed Gas System when the Compressed Gases used or Stored exceed the amounts listed in Table 105.6.8.	
Modification or repair of a flammable or combustible liquids pipeline. Installation or construction or Alteration of those items listed in 105.7.6	
For installation of or modification to an LP-gas system.	
Compressed Gas System	\$201
Flammable & Combustible Liquids	
< 500 Gallons	\$115
>= 500 Gallons	\$230
>= 1000 Gallons	\$575
LP-Gas System	\$86

Table H -- SPRAY BOOTHS (105.7.11) AND INDUSTRIAL OVENS (105.7.8)
Note: Separate Sprinkler Permit Required under Table E

NOT SUBJECT TO TABLE A FEES	
SPRAY BOOTHS Type:	Fee:
Pre-Engineered w/ documents	\$ 173
Site-Built or used w/o documents	\$ 288
INDUSTRIAL OVENS	\$ 288
Table I -- ANNUAL BUSINESS INSPECTION FEES	
1 st Inspection	In accordance with LSMC 2.52
Table J -- MISCELLANEOUS FEES	
Work Begun or Completed before Permit Issuance	Permit Fees Triple / No inspections until paid
After Hours Inspection (Regular Inspection Hours: 7:30am to 3:30pm)	\$86 per hour / 1 hour minimum
Firefighter Fire Watch or Standby	\$75 per hour / per firefighter 2-hour minimum per firefighter
Fire Flow Determination	\$115
Re-Inspection Fee for each inspection after the 3rd site visit, or as required by the fire code official.	\$86
Fees may be reduced by the fire code official for small or short duration projects. Note: \$25 of each fire permit issued is retained by the permit department as an administrative fee. The remainder of the fees listed is remitted to the Fire Department. "Additional plan review required by changes, additions or revisions to plans \$58.00 per hour." Outside Consultant Review: Actual Costs plus 10% (Fire Marshal Review Fee)	
TABLE K -- OPERATIONAL PERMITS	
An Operational Fire Permit constitutes permission to store, or handle hazardous materials, or to operate processes which may produce conditions hazardous to life or property.	
An Operational Fire Permit is required prior to engagement in the activities, operations, practices or functions described in IFC 105.6 AND, if an ongoing operation, is required to be renewed annually before expiration.	
Unless otherwise indicated, Operational Permit Fees are \$100 each. If more than one permit is required for a single occupancy, all permits shall be issued under a single permit fee in the amount of \$150. Request for waivers of fees for non-profit events, in accordance with Title 9.28.135, shall be made in writing to the Fire Marshal no less than 7 days before the event or will not be considered.	
Permit Type:	Required for:
Aerosol Products	Level 2 or 3 in excess of 500 lbs

Amusement buildings	Operation of a special amusement building
Aviation Facilities	Using a Group H or Group S occupancy for aircraft servicing or aircraft fuel-servicing vehicles
Carnivals & Fairs	Conducting a carnival or fair
Battery Systems	Installing or using lead-acid battery systems w/ a liquid capacity > 50 gallons
Cellulose Nitrate film	Storing, handling or using cellulose nitrate film in a Group A occupancy
Combustible Dust	Operation of a grain elevator, flour starch mill, feed mill, or a plant pulverizing aluminum, coal, cocoa, magnesium, spices or sugar, or other operations producing combustible dusts as defined in Chapter 2 of the IFC
Combustible Fibers	Storage and handling of combustible fibers in excess of 100 cubic feet (Agricultural storage exempt)
Compressed Gases	Storage, use or handling at normal temperature and pressure of compressed gases in excess of quantities listed in IFC 105.6.8 (compressed gas-fueled vehicles exempt)
Covered Mall Buildings	1. Placement of retail fixtures or displays, concession equipment, displays of highly combustible goods and similar items in the mall 2. Display of liquid- or gas- fired equipment in the mall. 3. The use of open-flame or flame-producing equipment in the mall.
Cryogenic Fluids	Production, storage, transport on site, using, handling or dispensing cryogenic fluids in excess of the amounts listed in Table 105.6.11. Exception: Permits are not required for vehicles equipped for and using cryogenic fluids as a fuel for propelling the vehicle or for refrigerating the lading.
Cutting and Welding	Cutting or welding operations within the jurisdiction
Dry Cleaning Plants	Engaging in the business of dry cleaning or to change to a more hazardous cleaning solvent used in existing dry cleaning equipment
Exhibits and Trade Shows	Operating an exhibit or trade show
Explosives	The manufacture, storage, handling, sale or use of any quantity of explosive, explosive material, fireworks, or pyrotechnic special effects within the scope of IFC 33
Flammable and Combustible Liquids	See WAC 51-54-0100, 105.6.16
Floor Finishing	Floor finishing or surfacing operations exceeding 350 square feet (33 m2) using Class I or Class II liquids
Fruit and Crop Ripening	Operating a fruit-, or crop-ripening facility or conducting a fruit-ripening process using ethylene gas.

Fumigation and Thermal Insecticidal Fogging	Operating a business of fumigation or thermal insecticidal fogging and to maintaining a room, vault or chamber in which a toxic or flammable fumigant is used.
Hazardous Materials	Storage or Use in excess of quantities shown in Table 105.6.20.
High-piled Storage	Using a building or portion thereof as a high-piled storage area exceeding 500 square feet (46 m ²)
Hot Work Operations	Hot work including, but not limited to: 1. Public exhibitions and demonstrations where hot work is conducted. 2. Use of portable hot work equipment inside a structure. Exception: Work that is conducted under a construction permit. 3. Fixed-site hot work equipment such as welding booths. 4. Hot work conducted within a hazardous fire area. 5. Application of roof coverings with the use of an open-flame device. 6. When approved, the fire code official shall issue a permit to carry out a Hot Work Program. This program allows approved personnel to regulate their facility's hot work operations. The approved personnel shall be trained in the fire safety aspects denoted in this chapter and shall be responsible for issuing permits requiring compliance with the requirements found in Chapter 26. These permits shall be issued only to their employees or hot work operations under their supervision.
Industrial Ovens	Operation of industrial ovens regulated by IFC 21
Lumberyards and Woodworking Plants	Storage or processing of lumber exceeding 100,000 board feet (8,333 ft ³) (236 m ³)
Liquid- or gas-fueled vehicles or equipment in assembly buildings	Display, operation or demonstration of liquid- or gas-fueled vehicles or equipment in assembly buildings
LP Gas	1. Storage and use of LP-gas Exception: A permit is not required for individual containers with a 500-gallon (1893 L) water capacity or less serving occupancies in Group R-3. 2. Operation of cargo tankers that transport LP-gas.
Magnesium	Melting, casting, heat treating or grinding more than 10 pounds (4.54 kg) of magnesium
Miscellaneous Combustible Storage	Storing in any building or upon any premises in excess of 2,500 cubic feet (71m ³) gross volume of combustible empty packing cases, boxes, barrels or similar containers, rubber tires, rubber, cork or similar combustible material
Open Burning	Contact Fire District Directly at 425.334.3034
Open Flames and Torches	Removing paint with a torch; or using a torch or open-flame device in a hazardous fire area
Open Flames and Candles	Using open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments
Organic Coatings	Any organic-coating manufacturing operation producing more than 1 gallon (4 L) of an organic coating in one day
Places of Assembly	Operating a place of assembly

Pyrotechnic special effects material	Use and handling of pyrotechnic special effects material
Pyroxylin Plastics	Storage or handling of more than 25 pounds (11 kg) of cellulose nitrate (pyroxylin) plastics and for the assembly or manufacture of articles involving pyroxylin plastics
Refrigeration Equipment	Operation of a mechanical refrigeration unit or system regulated by IFC 6
Repair garages and motor fuel-dispensing facilities.	Operation of repair garages and automotive, marine and fleet motor fuel-dispensing facilities
Rooftop Heliport	Operation of a rooftop heliport
Spraying and Dipping	Conducting a spraying or dipping operation utilizing flammable or combustible liquids or the application of combustible powders regulated by IFC 15
Storage of scrap tires and tire byproducts	Establishing, conducting or maintaining storage of scrap tires and tire byproducts that exceeds 2,500 cubic feet (71m3) of total volume of scrap tires and for indoor storage of tires and tire byproducts
Temporary Membrane Structures, Tents & Canopies	The fees for this permit are in Table B. An operational permit is not required – but a construction permit is required under Table B.
Tire-rebuilding Plants	Operation and maintenance of a tire-rebuilding plant
Waste Handling	Operation of wrecking yards, junk yards and waste material-handling facilities
Wood products	Storing chips, hogged material, lumber or plywood in excess of 200 cubic feet (6 m3)

PASSED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS THIS 12th DAY OF July, 2016.

ATTEST:

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney