



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 July 11, 2017 – 7:00 p.m.

NOTE:

WORKSHOP ON VOUCHERS AT 6:45 P.M.

CALL TO ORDER:	7:00 P.M.	Mayor
PLEDGE OF ALLEGIANCE		Mayor
ROLL CALL:		
APPROVAL OF AGENDA:		Council President
CITIZEN COMMENTS:		
GUEST BUSINESS:		
CITY DEPARTMENT REPORT:		
CONSENT AGENDA:		
	*A Approve 2017 Vouchers	Barb
	*B Approve City Council Special Meeting Minutes of June 19, 2017	Barb
	*C Approve City Council Regular Meeting Minutes of June 27, 2017	Barb
	*D Authorize Mayor to Enter into Interlocal Agreement with State of Washington for Surplus Services	Barb
	*E Approve Purchase of 2016 Hustler Mower from the Equipment Replacement Fund	Eric
	*F Approve Purchase of Public Works Vehicle	Eric
	*G Approve Personnel Increase for Public Works	Eric
	*H Approve Amendment No. 2 to Professional Services Agreement with Crandall Arambula	Russ
	*I Second Reading and Adoption of Ordinance 998 re Verizon Franchise	Russ
	*J Public Meeting and Acceptance of Final Plat of Stevens Ridge	Russ

ACTION ITEMS:	*A	Award 2017 Street Pavement Overlay	Cory
	*B	Award Bid and Authorize Mayor to Enter into Contract with Stripe Rite, Inc. for Thermoplastic Maintenance	Eric
	*C	Authorize Supplemental Agreement No. 2 to Professional Services Agreement with AquaTechnex re Milfoil Treatment	Eric

DISCUSSION ITEMS:	*A	Discuss Ordinance No. 999 Amending 2017 Budget	Barb
	*B	2017 Second Quarter Budget Update	Barb

SPECIAL ACTION ITEM:	*A	Appoint and Install Lake Stevens Veterans Commission	Mayor
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EXECUTIVE SESSION:

ADJOURN

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

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Human Resources Director, City of Lake Stevens ADA Coordinator, (425) 334-1012, 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 JULY 11, 2017 CITY COUNCIL MEETING

Parks

- The first Music by the Lake event occurs Sunday July 9 at Lundeen Park.
- Frontier Heights HOA will be voting on July 12 to transfer management of the park to the City. City staff will be on hand to kick off the voting.
- Final fence installation is expected at Eagle Ridge Community Garden this weekend.

Public Works Department

- **City Hall building**
 - Sidewalks and grading have been completed, paving should occur the week of July 10th
- **Storm Event**
 - Catch basins and retention vaults have been cleaned and inspected
- **Lake Management**
 - The second survey for milfoil application has come back requiring a higher concentration than previously anticipated.
- **Streets**
 - Crews have been patching streets and performing roadside mowing.
- **Capital Projects**
 - 2017 overlay is anticipated to start on August 1, 2017
 - Aerator removal project is being prepared for bid
 - A kick-off meeting with the consultant for the design of 91st and 24th St. is being scheduled
 - Crews have been patching streets and performing roadside mowing.



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**BLANKET VOUCHER APPROVAL
2017**

Payroll Direct Deposits	6/30/2017	\$171,729.00
Payroll Checks	42928-42931	\$6,447.24
Tax Deposit(s)	6/30/2017	\$68,840.71
Electronic Funds Transfers	ACH	\$229,371.43
Claims	42932-43021	\$213,544.85
Void Checks	42722	(\$833.44)
Total Vouchers Approved:		\$689,099.79

This 11th day of July 2017:

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

July 11th, 2017

CITY OF LAKE STEVENS



City Expenditures by Type on this voucher packet			
Personnel Costs	\$	178,176	26%
Payroll Federal Taxes	\$	68,841	10%
Retirement Benefits - Employer	\$	80,660	12%
Medical Benefits - Employer	\$	123,835	18%
Employer paid Benefits - By Check	\$	8,472	1%
Employee paid benefits - By Payroll	\$	12,757	2%
Supplies	\$	23,476	3%
Professional Services*	\$	122,675	18%
Intergovernmental Services	\$	47,883	7%
Capital	\$	23,159	3%
Void Check	\$	(833)	0%
Total		\$689,099.79	100%

Large Purchases

- * Legal services - General Matters - \$22,740
- Accela Hosted Cloud Maintenance - \$20,749



Checks to be Approved for 6/23/2017 to 7/6/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Accela Inc	42932						\$20,749.12	
		7/6/2017	INV-ACC31821	001-004-514-23-48-00	FI-Software Maint	Hosted Cloud Maintenance - Year 4	\$10,374.56	
			INV-ACC31859	001-004-514-23-48-00	FI-Software Maint	Hosted Cloud Maintenance - Year 5	\$10,374.56	
Ace Hardware	42933						\$823.47	
		7/6/2017	55037	001-010-576-80-31-00	PK-Operating Costs	Hose for Dock	\$189.56	
			55152	101-016-544-90-31-02	ST-Operating Cost	Supplies for Planter Sign at City Shop	\$55.91	
				410-016-531-10-31-02	SW-Operating Costs	Supplies for Planter Sign at City Shop	\$55.91	
			55174	101-016-544-90-31-02	ST-Operating Cost	Nails for sidewalk repair	\$3.26	
			55191	001-013-594-18-60-02	GG - City Hall Demo	Irrigation parts for new City Hall plantings	\$54.40	
			55192	001-008-521-20-31-02	LE-Minor Equipment	Car wash and vehicle organization supplies	\$46.76	
			55244	001-013-518-20-31-00	GG-Operating	Drop box for use as Key drop	\$54.44	
			55247	001-010-576-80-31-00	PK-Operating Costs	Lumber for bridge in Frisbe Golf park	\$19.12	
			55299	101-016-544-90-31-02	ST-Operating Cost	Grinding stone/File Handle	\$5.98	
				410-016-531-10-31-02	SW-Operating Costs	Grinding stone/File Handle	\$5.98	
			55306	001-013-594-18-60-02	GG - City Hall Demo	Carpet Protector New City Hall	\$95.76	
			55318	001-013-594-18-60-02	GG - City Hall Demo	Hose for irrigation of new City Hall plantings	\$236.39	
Advance Auto Parts	42934						\$671.50	
		7/6/2017	2421-260155	101-016-544-90-31-02	ST-Operating Cost	Oil and filter for PW57	\$15.10	
				410-016-531-10-31-02	SW-Operating Costs	Oil and filter for PW57	\$15.10	
			2421-260156	101-016-544-90-31-02	ST-Operating Cost	Washer fluid	\$6.18	
				410-016-531-10-31-02	SW-Operating Costs	Washer fluid	\$6.17	
			2421-260185	101-016-544-90-31-02	ST-Operating Cost	Brake parts PW57	\$454.38	
				410-016-531-10-31-02	SW-Operating Costs	Brake parts PW57	\$454.39	
			2421-260219	101-016-544-90-31-02	ST-Operating Cost	Hex driver	\$2.33	
				410-016-531-10-31-02	SW-Operating Costs	Hex driver	\$2.34	
			2421-260430	101-016-544-90-31-02	ST-Operating Cost	Carb cleaner	\$31.61	
				410-016-531-10-31-02	SW-Operating Costs	Carb cleaner	\$31.61	
			2421-260450	001-010-576-80-31-00	PK-Operating Costs	Spark plugs for weed eaters	\$13.83	
				101-016-544-90-31-02	ST-Operating Cost	Spark plugs for weed eaters	\$13.83	
				410-016-531-10-31-02	SW-Operating Costs	Spark plugs for weed eaters	\$13.83	
			2421-260503	101-016-544-90-31-02	ST-Operating Cost	Return battery PW4	(\$69.37)	
				410-016-531-10-31-02	SW-Operating Costs	Return battery PW4	(\$69.36)	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Advance Auto Parts	42934	7/6/2017	2421-260504	101-016-544-90-31-02	ST-Operating Cost	Core Return Brake parts PW57	(\$125.24)
				410-016-531-10-31-02	SW-Operating Costs	Core Return Brake parts PW57	(\$125.23)
AFLAC	0	Check Total \$1,763.16					
		7/6/2017	063017	001-000-284-00-00-00	Payroll Liability Other	Employee paid Insurance Prem	\$1,763.16
Alexander Printing	42935	Check Total \$190.28					
		7/6/2017	51325	001-012-573-20-31-00	CS-Arts Commission	Arts Commission poster - Summer 2017 activities	\$81.68
			51456	101-016-544-90-31-01	ST-Office Supplies	Business cards - Everett	\$27.15
				410-016-531-10-31-01	SW-Office Supplies	Business cards - Everett	\$27.15
			51500	001-007-559-30-31-00	PB-Office Supplies	Business cards - Hinze	\$54.30
ASCAP	42936	Check Total \$10.50					
		7/6/2017	100004718538	001-013-518-20-41-00	GG-Professional Service	Base License Fee	\$10.50
Assoc of Washington Cities EFT	0	Check Total \$123,835.33					
		7/6/2017	063017	001-000-283-00-00-00	Payroll Liability Medical	Medical Insurance Premium	\$123,835.33
				001-013-518-30-20-00	GG-Benefits	Medical Insurance Premium	\$0.00
Bills Blueprint	42937	Check Total \$45.28					
		7/6/2017	554353	001-013-518-70-49-00	GG-PRR - Print-Copy	Copies PDR2017-103	\$45.28
Canon Financial Services Inc	42938	Check Total \$34.13					
		7/6/2017	17446756	101-016-542-30-48-00	ST-Repair & Maintenance	Copier Maintenance - City Shop	\$17.07
				410-016-531-10-48-00	SW-Repairs & Maintenance	Copier Maintenance - City Shop	\$17.06
Cemex Inc	42939	Check Total \$1,695.48					
		7/6/2017	9435816433	410-016-531-10-31-02	SW-Operating Costs	Asphalt - 72nd Dr SE	\$1,210.32
			9435823487	101-016-544-90-31-02	ST-Operating Cost	Asphalt for sinkhole on Lake Drive	\$485.16
Central Welding Supply	42940	Check Total \$224.44					
		7/6/2017	EV 240381	001-010-576-80-31-00	PK-Operating Costs	Welding supplies - Alcotec Aluminum/Heating Tip	\$47.48
				101-016-544-90-31-02	ST-Operating Cost	Welding supplies - Alcotec Aluminum/Heating Tip	\$47.48
				410-016-531-10-31-02	SW-Operating Costs	Welding supplies - Alcotec Aluminum/Heating Tip	\$47.47
		EV 240383	001-010-576-80-31-00	PK-Operating Costs	Welding supplies - Argon	\$27.33	
			101-016-544-90-31-02	ST-Operating Cost	Welding supplies - Argon	\$27.34	
			410-016-531-10-31-02	SW-Operating Costs	Welding supplies - Argon	\$27.34	
City of Everett	42941		Check Total \$26.22				
		7/6/2017	07803281 0617	101-016-543-50-47-00	ST-Utilities	Water services 9306 20th St SE	\$26.22



Checks to be Approved for 6/23/2017 to 7/6/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
City of Marysville	42942						\$2,404.69
		7/6/2017	POLIN11-0819	001-008-523-60-51-00	LE-Jail	Prisoner Housing Yakima April 2017	\$2,404.69
Code Publishing Co Inc	42943						\$224.93
		7/6/2017	56871	001-003-514-20-41-00	CC-Professional Services	Municipal Code Publishing Ord 997	\$224.93
Comcast	42944						\$95.68
		7/6/2017	0810218 0617	001-008-521-20-42-00	LE-Communication	Internet services - N Lakeshore Dr	\$95.68
	42945						\$155.68
		7/6/2017	1009612 0617	001-013-518-20-42-00	GG-Communication	Internet services - VIC	\$155.68
Cory De Jong and Sons Inc	42946						\$1,740.49
		7/6/2017	V247847	001-010-576-80-31-03	PK-Lundeen-Op Costs	Hog fuel - Lundeen Restoration	\$67.79
			V247848	001-010-576-80-31-03	PK-Lundeen-Op Costs	Hog fuel - Lundeen Restoration	\$406.74
			V247849	001-013-518-20-31-00	GG-Operating	Med Bark - City Hall	\$100.46
			V247850	001-010-576-80-31-03	PK-Lundeen-Op Costs	All purpose soil - Lundeen Restoration	\$148.65
			V256056	001-010-576-80-31-03	PK-Lundeen-Op Costs	Hog fuel - Lundeen Restoration	\$271.16
			V256061	001-010-576-80-31-03	PK-Lundeen-Op Costs	Hog fuel - Lundeen Restoration	\$203.37
			V256063	001-010-576-80-31-03	PK-Lundeen-Op Costs	Hog fuel - Lundeen Restoration	\$203.37
			V256095	001-010-576-80-31-03	PK-Lundeen-Op Costs	Hog fuel - Lundeen Restoration	\$338.95
Cuz Concrete Products Inc	42947						\$285.37
		7/6/2017	244417	001-013-594-18-60-02	GG - City Hall Demo	Concrete vault - new City Hall electrical	\$285.37
Dataquest LLC	42948						\$260.50
		7/6/2017	2736	001-007-558-50-41-00	PL-Professional Servic	New employee background checks	\$45.50
				001-007-559-30-41-00	PB-Professional Srv	New employee background checks	\$99.00
				001-010-576-80-41-00	PK-Professional Services	New employee background checks	\$58.00
				410-016-531-10-41-01	SW-Professional Services	New employee background checks	\$58.00
Dept of Retirement (Deferred Comp)	0						\$1,345.00
		7/6/2017	063017	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$1,345.00
Dept of Retirement PERS LEOFF	0						\$80,659.67
		7/6/2017	063017	001-000-282-00-00-00	Payroll Liability Retirement	PERS LEOFF Contributions	\$80,659.67
Dept of Revenue	0						\$10,368.06
		7/6/2017	June2017	001-013-518-90-49-06	GG-Excise Tax	Excise Taxes June 2017	\$430.74
				410-016-531-10-44-00	SW-Excise Taxes	Excise Taxes June 2017	\$9,937.32



Checks to be Approved for 6/23/2017 to 7/6/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Electronic Federal Tax Pmt System EFTPS	0						\$68,840.71
		7/6/2017	063017	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$68,840.71
Electronic Business Machines	42949						\$144.26
		7/6/2017	AR72568	001-007-558-50-48-00	PL-Repairs & Maint.	Copier maintenance	\$36.07
				001-007-559-30-48-00	PB-Repair & Maintenance	Copier maintenance	\$36.07
				101-016-542-30-48-00	ST-Repair & Maintenance	Copier maintenance	\$36.07
				410-016-531-10-48-00	SW-Repairs & Maintenance	Copier maintenance	\$36.05
Everett Safe and Lock Inc	42950						\$120.66
		7/6/2017	50748	001-008-521-50-48-00	LE-Facility Repair & Maint	Cylinder combination changes - Police Dept	\$120.66
Everett Stamp Works	42951						\$92.89
		7/6/2017	21895	001-005-518-10-31-01	HR-Operating Cost	Nameplate and Deskholder	\$37.46
			21983	001-005-518-10-31-01	HR-Operating Cost	Nameplates & deskholders - T Smith	\$55.43
Tyler Farmer	42952						\$32.66
		7/6/2017	062717	001-007-559-30-31-00	PB-Office Supplies	Protective Ipad Cover	\$32.66
Fastenal Company	42953						\$566.98
		7/6/2017	WAEV135491	001-010-576-80-31-00	PK-Operating Costs	Distance measuring equipment	\$150.06
				101-016-544-90-31-02	ST-Operating Cost	Distance measuring equipment	\$150.07
				410-016-531-10-31-02	SW-Operating Costs	Distance measuring equipment	\$150.07
			WAEV135546	101-016-544-90-31-02	ST-Operating Cost	Ear protection	\$30.04
				410-016-531-10-31-02	SW-Operating Costs	Ear protection	\$30.04
			WAEV135580	101-016-544-90-31-02	ST-Operating Cost	Yellowjacket foam	\$28.35
				410-016-531-10-31-02	SW-Operating Costs	Yellowjacket foam	\$28.35
Feldman and Lee	42954						\$10,000.00
		7/6/2017	June2017	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services June 2017	\$10,000.00
Financial Consulting Solutions Group	42955						\$2,102.50
		7/6/2017	2563-21706095	001-004-514-23-41-00	FI-Professional Service	Financial Consulting-Annexation Plan	\$2,102.50
Freightliner NW	42956						\$217.52
		7/6/2017	PC302021069:01	001-010-576-80-31-00	PK-Operating Costs	Wiper motor kit	\$72.50
				101-016-544-90-31-02	ST-Operating Cost	Wiper motor kit	\$72.51
				410-016-531-10-31-02	SW-Operating Costs	Wiper motor kit	\$72.51



Checks to be Approved for 6/23/2017 to 7/6/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Frontier	42957						Check Total	\$81.85
		7/6/2017	42533408350617	001-013-518-20-42-00	GG-Communication	Telephone services	\$27.28	
				101-016-543-30-42-00	ST-Communications	Telephone services	\$27.28	
				410-016-531-10-42-00	SW-Communications	Telephone services	\$27.29	
	42958						Check Total	\$63.65
7/6/2017		42539796740617	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic control modem	\$63.65		
Frontier Communications	42959						Check Total	\$1,583.83
		7/6/2017	WAFLC96160617	001-013-594-18-60-02	GG - City Hall Demo	Phone installation new City Hall	\$1,583.83	
Gall LLC	42960						Check Total	\$1,159.60
		7/6/2017	007690996	001-008-521-20-31-05	LE-Equipment - New Officers	New officer uniform items	\$100.46	
			007691002	001-008-521-20-31-05	LE-Equipment - New Officers	New officer uniform items	\$385.48	
			007691012	001-008-521-20-31-05	LE-Equipment - New Officers	New officer uniform items	\$97.96	
			007691043	001-008-521-20-31-02	LE-Minor Equipment	Uniform items - Dyer	\$99.03	
			007699959	001-008-521-20-31-02	LE-Minor Equipment	Uniform Items - R Brooks	\$476.67	
Glass By Lund Inc	42961						Check Total	\$419.26
		7/6/2017	58028	001-013-518-20-31-00	GG-Operating	Replacement glass for City Hall front door	\$419.26	
Glens Welding and Machine Inc	42962						Check Total	\$304.92
		7/6/2017	S9982	410-016-531-10-45-01	SW-Rentals-Leases	Saw rental and blade use - 12 Pl SE Project	\$304.92	
Glock Professional Inc	42963						Check Total	\$500.00
		7/6/2017	TRP/100098476	001-008-521-40-49-01	LE-Registration Fees	Registration fees-Armorer's course - Hingtgen	\$250.00	
			TRP/100098477	001-008-521-40-49-01	LE-Registration Fees	Registration fees-Armorer's course - Wells	\$250.00	
Grainger	42964						Check Total	\$1,288.29
		7/6/2017	9465190420	101-016-544-90-31-02	ST-Operating Cost	Leak Seal/Instant cold pack	\$156.03	
				9475051273	101-016-544-90-31-02	ST-Operating Cost	LED Mini-Lightbar PW19	\$145.27
					410-016-531-10-31-02	SW-Operating Costs	LED Mini-Lightbar PW19	\$145.27
			9480331801	001-013-594-18-60-02	GG - City Hall Demo	Tree watering bag/Duct Tape	\$402.05	
			9485448139	001-010-576-80-31-00	PK-Operating Costs	Machetes and Laundry Detergent	\$121.94	
				101-016-544-90-31-02	ST-Operating Cost	Machetes and Laundry Detergent	\$121.94	
					410-016-531-10-31-02	SW-Operating Costs	Machetes and Laundry Detergent	\$121.95
			9488168213	001-010-576-80-31-00	PK-Operating Costs	Bucket canvas	\$24.62	
				101-016-544-90-31-02	ST-Operating Cost	Bucket canvas	\$24.61	



Checks to be Approved for 6/23/2017 to 7/6/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Grainger	42964	7/6/2017	9488168213	410-016-531-10-31-02	SW-Operating Costs	Bucket canvas	\$24.61
Granite Construction Supply	42965						Check Total
							\$1,152.07
		7/6/2017	262_00068032	001-010-576-80-31-01	PK-Ops-Clothing	New Hire clothing	\$100.69
				101-016-542-90-31-01	ST-Clothing	New Hire clothing	\$100.69
				410-016-531-10-31-00	SW-Clothing	New Hire clothing	\$100.68
			262_00068105	001-010-576-80-31-00	PK-Operating Costs	Brooms/gloves/knives	\$43.88
				101-016-544-90-31-02	ST-Operating Cost	Brooms/gloves/knives	\$43.88
				410-016-531-10-31-02	SW-Operating Costs	Brooms/gloves/knives	\$43.88
			262_00068106	001-010-576-80-31-01	PK-Ops-Clothing	Clothing for seasonal workers	\$150.69
				101-016-542-90-31-01	ST-Clothing	Clothing for seasonal workers	\$150.69
				410-016-531-10-31-00	SW-Clothing	Clothing for seasonal workers	\$150.69
			262_00068141	001-010-576-80-31-01	PK-Ops-Clothing	New Hire clothing	\$19.71
				101-016-542-90-31-01	ST-Clothing	New Hire clothing	\$19.71
				410-016-531-10-31-00	SW-Clothing	New Hire clothing	\$19.71
			262_00068142	001-010-576-80-31-00	PK-Operating Costs	Road flares/flashlight/Light	\$69.05
				101-016-544-90-31-02	ST-Operating Cost	Road flares/flashlight/Light	\$69.06
				410-016-531-10-31-02	SW-Operating Costs	Road flares/flashlight/Light	\$69.06
Greenshields Industrial Supply	42966						Check Total
							\$163.23
		7/6/2017	50487	410-016-531-10-31-02	SW-Operating Costs	Shackles - 74th St	\$163.23
Chris L Griffen	42967						Check Total
							\$562.50
		7/6/2017	6Z1091178	001-011-515-91-41-00	LG-General Indigent Defense	Public defender services	\$300.00
			6Z1166788	001-011-515-91-41-00	LG-General Indigent Defense	Public defender services	\$262.50
Gunarama Wholesale Inc	42968						Check Total
							\$2,726.86
		7/6/2017	909352	001-008-521-20-31-01	LE-Fixed Minor Equipment	3 Glock firearms for ready reserve	\$1,363.43
				001-008-521-20-31-05	LE-Equipment - New Officers	3 Glock firearms for new hires	\$1,363.43
HB Jaeger Co LLC	42969						Check Total
							\$1,908.77
		7/6/2017	187187/1	410-016-531-10-31-02	SW-Operating Costs	Pipe lube - 72nd Dr SE	\$22.45
			187365/1	410-016-531-10-31-02	SW-Operating Costs	Catch basins - 72nd Dr SE	\$1,178.92
			187606/1	001-013-594-18-60-02	GG - City Hall Demo	Jumbo valve box for new City Hall	\$133.65
			187607/1	001-013-594-18-60-02	GG - City Hall Demo	Water box/ADS couplers new City Hall	\$573.75



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
HERC Rentals Inc	42970						\$502.03
		7/6/2017	29252414-001	001-010-576-80-31-03	PK-Lundeen-Op Costs	Excavator bucket rental - Lundeen restoration	\$502.03
Michael Hingtgen	42971						\$19.00
		7/6/2017	061917	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-Glock Armorer School-Hingtgen	\$19.00
Don Hinze	42972						\$174.22
		7/6/2017	062717	001-007-559-30-31-01	PB-Operating Cost	Work Boots - Hinze	\$174.22
Home Depot	42973						\$14,960.50
		7/6/2017	3010907	001-010-576-80-31-00	PK-Operating Costs	Materials for Dock repair	\$185.04
			3014367	302-010-576-80-61-00	Park Mitigation Funds Exp	Supplies for Community Garden-Eagle Ridge Park	(\$154.10)
			3141225	302-010-576-80-61-00	Park Mitigation Funds Exp	Supplies for Community Garden-Eagle Ridge Park	\$2,198.02
			4180231	001-010-576-80-31-00	PK-Operating Costs	6x6 timbers for Tot lot	\$199.75
			5972211	302-010-576-80-61-00	Park Mitigation Funds Exp	Supplies for Community Garden-Eagle Ridge Park	(\$1,581.39)
			8070383	302-010-576-80-61-00	Park Mitigation Funds Exp	Supplies for Community Garden-Eagle Ridge Park	\$63.95
			8081841	302-010-576-80-61-00	Park Mitigation Funds Exp	Supplies for Community Garden-Eagle Ridge Park	\$14,049.23
Honey Bucket	42974						\$728.27
		7/6/2017	0550347136	001-010-576-80-45-00	PK-Equipment Rental	Honeybucket rental - Swim Beach	\$227.86
			0550347137	001-010-576-80-45-00	PK-Equipment Rental	Honeybucket rental - Boat Launch	\$218.00
			0550347138	001-010-576-80-45-00	PK-Equipment Rental	Honeybucket rental - Eagle Ridge	\$282.41
Ink It Your Way	42975						\$54.45
		7/6/2017	5562	302-010-576-80-61-00	Park Mitigation Funds Exp	Community Garden signs	\$54.45
International Code Council	42976						\$135.00
		7/6/2017	3151330	001-007-559-30-49-00	PB-Miscellaneous	Membership ICC - D Williamson	\$135.00
ISOsource	42977						\$5,503.87
		7/6/2017	CW203926	001-006-518-80-41-00	IT-Professional Services	IT Consulting services June 16-30	\$5,503.87
J Thayer Company Inc	42978						\$1,938.07
		7/6/2017	1152262-0	001-008-521-20-31-00	LE-Office Supplies	Paper/staples/binder clips/pens	\$523.48
			1152851-0	001-008-521-20-31-00	LE-Office Supplies	Envelopes/DVD blanks	\$162.90
			1152853-0	001-008-521-20-31-00	LE-Office Supplies	Accu stamp	\$12.96
			1153097-0	001-008-521-20-31-00	LE-Office Supplies	File boxes - legal size	\$70.82
			1153197-0	001-008-521-20-31-00	LE-Office Supplies	Stapler/tally counter	\$38.89
			1153441-0	001-008-521-50-30-01	LE-Facilities Minor Equipment	chairmats/office chairs	\$322.29



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
J Thayer Company Inc	42978	7/6/2017	1153950-0	001-008-521-20-31-00	LE-Office Supplies	Toner	\$131.76
			1154732-0	001-007-558-50-31-00	PL-Office Supplies	Copy paper	\$20.14
				001-007-559-30-31-00	PB-Office Supplies	Copy paper	\$20.14
				101-016-544-90-31-01	ST-Office Supplies	Copy paper	\$20.14
				410-016-531-10-31-01	SW-Office Supplies	Copy paper	\$20.14
			1157395-0	001-005-518-10-31-00	HR-Office Supplies	Folders/stapler/hole punch/ink cartridges	\$301.27
				001-013-518-20-31-00	GG-Operating	Air freshener/Paper/Staples/Lined post it notes/pens/tape	\$169.06
			1157403-0	001-005-518-10-31-00	HR-Office Supplies	Labeler/label tape	\$124.08
Ronald J King	42979	Check Total					\$55.00
		7/6/2017	21402	001-010-576-80-41-00	PK-Professional Services	Initial Backflow Assembly Certification	\$55.00
Kroesens Uniforms	42980	Check Total					\$269.18
		7/6/2017	44985	001-008-521-21-26-00	LE-Boating Clothing	Bike pants/Jersey shirts	\$172.27
			45164	001-008-521-21-26-00	LE-Boating Clothing	Bike pants - Parnell	\$96.91
Lake Industries LLC	42981	Check Total					\$1,784.66
		7/6/2017	272426	101-016-544-90-31-02	ST-Operating Cost	4 inch Minus gravel/1 1/4 Minus Crushed Rock	\$21.78
				410-016-531-10-31-02	SW-Operating Costs	4 inch Minus gravel/1 1/4 Minus Crushed Rock	\$21.78
			272730	101-016-544-90-31-02	ST-Operating Cost	1 1/4 inch Minus Crushed Rock	\$102.87
				410-016-531-10-31-02	SW-Operating Costs	1 1/4 inch Minus Crushed Rock	\$102.87
			272741	101-016-544-90-31-02	ST-Operating Cost	1 1/4 inch Minus Crushed Rock	\$53.17
				410-016-531-10-31-02	SW-Operating Costs	1 1/4 inch Minus Crushed Rock	\$53.17
			272755	101-016-544-90-31-02	ST-Operating Cost	1 1/4 inch Minus Crushed Rock	\$96.83
				410-016-531-10-31-02	SW-Operating Costs	1 1/4 inch Minus Crushed Rock	\$96.83
			272768	101-016-544-90-31-02	ST-Operating Cost	1 1/4 inch Minus Crushed Rock	\$48.19
				410-016-531-10-31-02	SW-Operating Costs	1 1/4 inch Minus Crushed Rock	\$48.19
			272782	101-016-544-90-31-02	ST-Operating Cost	1 1/4 inch Minus Crushed Rock	\$96.95
				410-016-531-10-31-02	SW-Operating Costs	1 1/4 inch Minus Crushed Rock	\$96.95
			272793	101-016-544-90-31-02	ST-Operating Cost	1 1/4 inch Minus Crushed Rock	\$143.26
				410-016-531-10-31-02	SW-Operating Costs	1 1/4 inch Minus Crushed Rock	\$143.26
			33154	101-016-544-90-31-02	ST-Operating Cost	Fill hauled in by the yard	\$21.78
				410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard	\$21.78
			33308	101-016-544-90-31-02	ST-Operating Cost	Fill hauled in by the yard	\$67.50



Checks to be Approved for 6/23/2017 to 7/6/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Lake Industries LLC	42981	7/6/2017	33308	410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard	\$67.50
			33316	101-016-544-90-31-02	ST-Operating Cost	Fill hauled in by the yard	\$45.00
				410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard	\$45.00
			33323	101-016-544-90-31-02	ST-Operating Cost	Asphalt and Fill hauled in by the yard	\$60.00
				410-016-531-10-31-02	SW-Operating Costs	Asphalt and Fill hauled in by the yard	\$60.00
			33335	101-016-544-90-31-02	ST-Operating Cost	Fill hauled in by the yard	\$22.50
				410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard	\$22.50
			33342	101-016-544-90-31-02	ST-Operating Cost	Fill hauled in by the yard	\$45.00
				410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard	\$45.00
			33350	101-016-544-90-31-02	ST-Operating Cost	Fill hauled in by the yard	\$67.50
	410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard	\$67.50			
Lake Stevens Chamber of Commerce	42982	Check Total					\$1,500.00
		7/6/2017	July2017	001-013-518-90-49-01	GG-Chamber of Commerce	July 2017 Contribution for VIC	\$1,500.00
Lake Stevens Mini Mart	42983	Check Total					\$422.29
		7/6/2017	April2017	001-008-521-21-32-00	LE-Boating-Fuel	Boat Fuel	\$61.07
			June2017	001-008-521-21-32-00	LE-Boating-Fuel	Boat Fuel	\$361.22
Lake Stevens Police Guild	42984	Check Total					\$1,003.00
		7/6/2017	063017	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,003.00
Lasting Impressions Inc	42985	Check Total					\$115.65
		7/6/2017	34633	001-008-521-20-31-02	LE-Minor Equipment	Rainjackets for Detectives	\$115.65
Lowes Companies	42986	Check Total					\$368.21
		7/6/2017	911306	001-013-594-18-60-02	GG - City Hall Demo	Pressure treated lumber	\$142.47
			920226	101-016-544-90-31-02	ST-Operating Cost	Lumber/rolled roofing/stair stringers	\$66.89
				410-016-531-10-31-02	SW-Operating Costs	Lumber/rolled roofing/stair stringers	\$66.89
			920497	001-008-521-20-31-02	LE-Minor Equipment	Outside lumber - Police station	\$10.41
			920755	001-013-594-18-60-02	GG - City Hall Demo	Material for Hot Box pad	\$81.55
Monroe Correctional Complex	42987	Check Total					\$758.04
		7/6/2017	MCC1705.620	001-010-576-80-48-00	PK-Repair & Maintenance	DOC Work Crew - May 2017	\$209.89
				101-016-542-30-48-00	ST-Repair & Maintenance	DOC Work Crew - May 2017	\$326.18
				410-016-531-10-48-00	SW-Repairs & Maintenance	DOC Work Crew - May 2017	\$221.97



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
MPH Industries Inc	42988						\$1,192.46
		7/6/2017	6000730	520-008-594-21-63-00	Capital Equipment	Radar for PT75 Patrol Charger	\$1,192.46
Nationwide Retirement Solution	0						\$2,669.81
		7/6/2017	063017	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$2,669.81
Neak Media LLC	42989						\$450.00
		7/6/2017	Barnes	001-008-521-40-49-01	LE-Registration Fees	2017 Marine Law Enforcement Conf - Barnes	\$225.00
			Carter	001-008-521-40-49-01	LE-Registration Fees	2017 Marine Law Enforcement Conf - Carter	\$225.00
O Reilly Auto Parts	42990						\$4.35
		7/6/2017	2960-351888	101-016-544-90-31-02	ST-Operating Cost	9mm Hex Socket	\$2.18
				410-016-531-10-31-02	SW-Operating Costs	9mm Hex Socket	\$2.17
OSW Equipment & Repair LLC	42991						\$7,429.80
		7/6/2017	J016601	101-016-542-30-48-00	ST-Repair & Maintenance	Repairs on PW40	\$3,714.90
				410-016-531-10-48-00	SW-Repairs & Maintenance	Repairs on PW40	\$3,714.90
Owen Equipment Company	42992						\$1,199.68
		7/6/2017	00084503	410-016-531-10-31-02	SW-Operating Costs	Debris hose/hose end/rubber gasket for PW26	\$1,199.68
Pitney Bowes	42993						\$591.26
		7/6/2017	3303198558	001-013-518-20-45-00	GG-Equipment Rental	Postage machine rental	\$295.63
			3303891410	001-013-518-20-45-00	GG-Equipment Rental	Postage machine rental	\$295.63
Platt Electric Supply	42994						\$188.87
		7/6/2017	N372914	001-008-521-20-31-02	LE-Minor Equipment	Photocell/LED bulb Police Station	\$188.87
Praetorian Group Inc	42995						\$450.00
		7/6/2017	9933 rev 1	001-008-521-40-49-01	LE-Registration Fees	Taser CEW Instructor Re-Certification-Irwin/Wells	\$450.00
Puget Sound Clean Air Agency	42996						\$4,908.50
		7/6/2017	Q3 2017	001-013-553-70-51-00	GG-Air Pollution	Q3 2017 Clean Air Assessment	\$4,908.50
Purchase Power	42997						\$357.10
		7/6/2017	062517	001-007-558-50-42-00	PL-Communication	Postage	\$168.24
				001-013-518-20-42-00	GG-Communication	Postage	\$186.88
				101-016-543-30-42-00	ST-Communications	Postage	\$0.99
				410-016-531-10-42-00	SW-Communications	Postage	\$0.99
Right On Heating & Sheet Metal Inc	42998						\$500.00
		7/6/2017	22521	001-013-518-20-48-00	GG-Repair & Maintenance	Summer HVAC services all city buildings	\$500.00



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Gleb Shein	42999						\$95.00
		7/6/2017	060117	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem for Basic Collision course in Mill Creek WA-Shein	\$95.00
Sherwin-Williams Co	43000						\$75.36
		7/6/2017	9449-1	001-013-518-20-31-00	GG-Operating	Paint for rental property	\$75.36
Six Robblees Inc	43001						\$564.57
		7/6/2017	14-347972	101-016-544-90-31-02	ST-Operating Cost	Parking Brake Air Valve PW11	\$74.71
				410-016-531-10-31-02	SW-Operating Costs	Parking Brake Air Valve PW11	\$74.70
			14-348170	101-016-544-90-31-02	ST-Operating Cost	Piggyback Air Kit PW11	\$86.36
				410-016-531-10-31-02	SW-Operating Costs	Piggyback Air Kit PW11	\$86.36
			14-351886	101-016-544-90-31-02	ST-Operating Cost	Air valve fittings PW40	\$39.75
				410-016-531-10-31-02	SW-Operating Costs	Air valve fittings PW40	\$39.75
			14-351947	101-016-544-90-31-02	ST-Operating Cost	Air Dryer PW40	\$163.74
				410-016-531-10-31-02	SW-Operating Costs	Air Dryer PW40	\$163.75
			14-352189	101-016-544-90-31-02	ST-Operating Cost	Core Return Air Dryer PW40	(\$82.28)
				410-016-531-10-31-02	SW-Operating Costs	Core Return Air Dryer PW40	(\$82.27)
Snohomish County PUD	43002						\$1,848.47
		7/6/2017	100309922	001-010-576-80-47-00	PK-Utilities	200493443 Cath Creek Park meter 73867	\$18.14
			124597410	101-016-542-63-47-00	ST-Lighting - Utilities	202342622 Street Lights	\$60.58
			134494193	001-008-521-50-47-00	LE-Facility Utilities	202766820 Police Dept Electric	\$641.12
			134498718	101-016-542-63-47-00	ST-Lighting - Utilities	202013249 Traffic Signal	\$79.23
			141021841	101-016-542-63-47-00	ST-Lighting - Utilities	203728159 Traffic Signal	\$54.55
			147635882	101-016-542-63-47-00	ST-Lighting - Utilities	200178218 Traffic Signal	\$146.65
			147636279	001-008-521-50-47-00	LE-Facility Utilities	203033030 Police Dept Water	\$74.79
			147642617	001-010-576-80-47-00	PK-Utilities	203203245 Lundeen Restrooms	\$51.69
			150929547	001-010-576-80-47-00	PK-Utilities	203599006 City Shop	\$153.32
				101-016-543-50-47-00	ST-Utilities	203599006 City Shop	\$153.32
				410-016-531-10-47-00	SW-Utilities	203599006 City Shop	\$153.36
			150933750	101-016-542-64-47-00	ST-Traffic Control -Utility	221128085 Traffic Signal 7441 20th St SE	\$65.56
			154176413	101-016-542-63-47-00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$42.43
			154183358	001-010-576-80-47-00	PK-Utilities	202340527 Yard	\$8.34
				101-016-542-63-47-00	ST-Lighting - Utilities	202340527 Yard	\$8.34



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Snohomish County PUD	43002	7/6/2017	154183358	410-016-531-10-47-00	SW-Utilities	202340527 Yard	\$8.35
			154183498	101-016-542-63-47-00	ST-Lighting - Utilities	203582010 Street Lights	\$60.58
			167047812	001-010-576-80-47-00	PK-Utilities	205395999 Visitor Center	\$68.12
Snohomish County PW S	43003						Check Total
							\$40,570.04
Snohomish County PW V	43004	7/6/2017	I000437054	410-016-531-10-51-00	SW-Billing Fees	ILA-Annual Sevice Fee-Surface Water Mgmt	\$40,570.04
							Check Total
							\$13,167.42
Sound Publishing Inc	43005	7/6/2017	I000437041	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Vehicle repair & maintenance	\$10,543.90
				520-008-594-21-63-00	Capital Equipment	New Vehicle prep PT70 & PT74	\$2,623.52
							Check Total
							\$568.56
			EDH762930	001-007-558-50-41-03	PL-Advertising	LUA2017-0099 Tageant New Dock	\$91.28
			EDH763345	001-007-558-50-41-03	PL-Advertising	LUA2017-0009 Arco AM/PM	\$91.28
			EDH763349	001-007-558-50-41-03	PL-Advertising	LUA2017-0093 A&J Builder Preliminary SP	\$75.80
			EDH763524	001-007-558-50-41-03	PL-Advertising	LUA2017-0043 Nourse ROW	\$179.12
Springbrook Nursery	43006	7/6/2017	EDH763674	001-007-558-50-41-03	PL-Advertising	LUA2017-0098 Rajamaki Variance	\$75.80
			EDH764673	001-007-558-50-41-03	PL-Advertising	RFQ Beautification	\$29.36
			EDH765536	001-013-518-30-41-01	GG-Advertising	Ordinance 995	\$25.92
							Check Total
							\$1,434.03
			253755	302-010-576-80-61-00	Park Mitigation Funds Exp	Top soil for Community Garden	\$1,123.85
			254033	001-010-576-80-31-03	PK-Lundeen-Op Costs	Top soil for Lundeen park	\$155.09
Standard Insurance Company	0	7/6/2017	254365	001-010-576-80-31-03	PK-Lundeen-Op Costs	Top soil for Lundeen park	\$155.09
							Check Total
							\$6,021.73
			063017	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	\$65.37
				001-003-514-20-20-00	CC-Benefits	Life/Disability Ins Premiums	\$105.79
				001-004-514-23-20-00	FI-Benefits	Life/Disability Ins Premiums	\$184.14
				001-005-518-10-20-00	HR-Benefits	Life/Disability Ins Premiums	\$0.00
				001-006-518-80-20-00	IT-Benefits	Life/Disability Ins Premiums	\$141.89
				001-007-558-50-20-00	PL-Benefits	Life/Disability Ins Premiums	\$536.43
				001-007-559-30-20-00	PB-Benefits	Life/Disability Ins Premiums	\$219.87
				001-008-521-20-20-00	LE-Benefits	Life/Disability Ins Premiums	\$2,859.03
				001-010-576-80-20-00	PK-Benefits	Life/Disability Ins Premiums	\$211.17
				001-013-518-30-20-00	GG-Benefits	Life/Disability Ins Premiums	\$132.77



Checks to be Approved for 6/23/2017 to 7/6/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Standard Insurance Company	0	7/6/2017	063017	101-016-542-30-20-00	ST-Benefits	Life/Disability Ins Premiums	\$726.75
				401-070-535-10-20-00	SE-Benefits	Life/Disability Ins Premiums	\$12.94
				410-016-531-10-20-00	SW-Benefits	Life/Disability Ins Premiums	\$677.58
Strategies 360	43007	Check Total					\$4,000.00
		7/6/2017	772-24616	001-013-511-70-40-00	Lobbying Services	Federal Government Lobbying services July 2017	\$4,000.00
Tacoma Screw Products Inc	43008	Check Total					\$237.97
		7/6/2017	18163568	001-010-576-80-31-00	PK-Operating Costs	Nut/screws/lock pins for shop	\$34.34
				101-016-544-90-31-02	ST-Operating Cost	Nut/screws/lock pins for shop	\$34.33
				410-016-531-10-31-02	SW-Operating Costs	Nut/screws/lock pins for shop	\$34.33
		18164511	001-010-576-80-31-00	PK-Operating Costs	Drill bits/glass cleaner for shop	\$44.99	
			101-016-544-90-31-02	ST-Operating Cost	Drill bits/glass cleaner for shop	\$44.99	
			410-016-531-10-31-02	SW-Operating Costs	Drill bits/glass cleaner for shop	\$44.99	
		Teamsters Local No 763	43009	Check Total			
7/6/2017	063017			001-000-284-00-00-00	Payroll Liability Other	Union Dues	\$1,227.00
The Sharp Shop	43010	Check Total					\$250.87
		7/6/2017	552177	410-016-531-10-31-02	SW-Operating Costs	Hog blades	\$76.02
			552181	001-010-576-80-31-00	PK-Operating Costs	Hog blades	\$58.29
				101-016-544-90-31-02	ST-Operating Cost	Hog blades	\$58.28
				410-016-531-10-31-02	SW-Operating Costs	Hog blades	\$58.28
The Watershed Co	43011	Check Total					\$2,346.92
		7/6/2017	2017-0601	001-007-558-50-41-01	PL-CA-Developer Reimb	LUA2017-0049 Environmental consulting services	\$2,346.92
United Way of Snohomish Co	43012	Check Total					\$130.00
		7/6/2017	063017	001-000-284-00-00-00	Payroll Liability Other	Employee Contributions	\$130.00
UPS	43013	Check Total					\$21.66
		7/6/2017	74Y42247	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$21.66
Vantagepoint Transfer Agents - 307428	43014	Check Total					\$1,155.15
		7/6/2017	063017	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp	\$1,155.15
Verizon Northwest	43015	Check Total					\$5,071.13
		7/6/2017	9788058288	001-001-511-60-42-00	Legislative - Communication	Wireless phone services	\$388.71
				001-001-513-10-42-00	Executive - Communication	Wireless phone services	\$200.12
				001-002-513-11-42-00	AD-Communications	Wireless phone services	\$52.56



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Verizon Northwest	43015	7/6/2017	9788058288	001-003-514-20-42-00	CC-Communications	Wireless phone services	\$55.53
				001-005-518-10-42-00	HR-Communications	Wireless phone services	\$52.56
				001-006-518-80-42-00	IT-Communications	Wireless phone services	\$105.12
				001-007-558-50-42-00	PL-Communication	Wireless phone services	\$514.79
				001-007-559-30-42-00	PB-Communication	Wireless phone services	\$538.26
				001-008-521-20-42-00	LE-Communication	Wireless phone services	\$2,460.25
				001-010-576-80-42-00	PK-Communication	Wireless phone services	\$234.41
				101-016-543-30-42-00	ST-Communications	Wireless phone services	\$234.41
				410-016-531-10-42-00	SW-Communications	Wireless phone services	\$234.41
Jerad Wachtveitl	43016	Check Total					\$19.00
		7/6/2017	052617	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem Neurobiology of Trauma - Wachtveitl	\$19.00
Washington State Support Registry	0	Check Total					\$527.67
		7/6/2017	063017	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$527.67
Washington Teamsters Welfare Trust EFT	0	Check Total					\$2,181.00
		7/6/2017	063017	001-000-283-00-00-00	Payroll Liability Medical	Teamsters Dental Ins Premiums	\$2,181.00
Weed Graafstra & Associates Inc	43017	Check Total					\$22,740.26
		7/6/2017	165	001-011-515-30-41-00	LG-Professional Service	Legal services - General Matters	\$22,740.26
Western Conference of Teamsters Pension Trust	43018	Check Total					\$2,935.79
		7/6/2017	063017	001-000-282-00-00-00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$2,935.79
WLEEA	43019	Check Total					\$100.00
		7/6/2017	ADVISORS2017	001-008-521-40-49-01	LE-Registration Fees	Registration-Explorer Summer Academy-Kilroy	\$100.00
Woods Creek Wholesale Nursery	43020	Check Total					\$1,600.00
		7/6/2017	3050	302-010-576-90-31-00	Tree Mitigation Expenditures	Trees for Lundeen Park	\$1,600.00
Zachor and Thomas Inc PS	43021	Check Total					\$10,992.13
		7/6/2017	706	001-011-515-30-41-01	PG-Prosecutor Fees	Prosecutor Retainer - June 2017	\$10,992.13
Total							\$511,756.99

**CITY OF LAKE STEVENS
CITY COUNCIL SPECIAL MEETING
MINUTES** Monday, June 19, 2017
Lake Stevens Community Center
1808 Main Street, Lake Stevens

CALL TO ORDER: 4:02 p.m. by Mayor John Spencer

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Gary Petershagen, Todd Welch, Rauchel McDaniel, Kathy Holder, Marcus Tageant

ELECTED OFFICIALS ABSENT: Councilmember Kurt Hilt

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director/City Clerk Barb Stevens, Community Development Director Russ Wright, Police Chief John Dyer, Deputy City Clerk Kathy Pugh, Economic Development Coordinator Jeanie Ashe, IT Manager Troy Stevens

OTHERS: Julie Bassuk and Cecelia Roussel, Makers architecture and urban design, LLP

Pledge of Allegiance: Mayor Spencer led the Pledge of Allegiance.

Roll Call: Moved by Councilmember Tageant, seconded by Councilmember Daughtry, to excuse Councilmember Hilt from the meeting. On vote the motion carried (6-0-0-1).

Approval of Agenda: Moved by Councilmember Daughtry, seconded by Councilmember Tageant, to approve the agenda. On vote the motion carried (6-0-0-1).

Action Items:

Consider Request by Aquafest to Sponsor Aquafest Fireworks Display: Mayor Spencer said that Aquafest is continuing to seek sponsors for the fireworks. He then invited Councilmember comment.

Councilmember Tageant does not support providing financial support for the fireworks at this time. He prefers to see a community business or businesses sponsor this event.

Councilmember McDaniel agrees with Councilmember Tageant's comments, but also recognized that it is the one event that is free to the entire community. If Aquafest is unable to fund the fireworks she would not be opposed to being a small contributor.

Councilmember Daughtry said the reason the request was made now is because of advertising deadlines.

Councilmember Holder suggested an approach that because of all the things going on in the city this year, the City wants to celebrate its citizens by contributing to the fireworks. It could be done as a thank you to the community as a one-time sponsorship.

Mayor Spencer confirmed with Council that they would like to see if Aquafest can find sponsors before committing to funding the fireworks this year.

MOTION: Councilmember McDaniel moved, seconded by Councilmember Holder, to continue conversation regarding funding the Aquafest fireworks to the June 27, 2017 Council meeting.

Councilmember Tageant asked if the park area will be useable. Mayor Spencer said that the park will be useable. Councilmember Tageant then commented on the difficulties of permitting the vendor booths with the Fire Department.

Discussion ensued and Councilmember Daughtry said they have worked out the siting of vendor booths and meet the fire code requirements.

VOTE: On vote the motion carried (6-0-0-1).

Discuss Status of Recommendations by City Consultant Makers architecture and urban design, LLP Regarding Needs Assessment for City Programming Options for the City's Property Known as "the Chapel Hill Property": Director Wright introduced and welcomed Julia Bassuk and Cecelia Roussel with Maker Architects and said at this point they have looked at comparable cities of today to develop a vision for where Lake Stevens will be in about twenty years with the build-out. This is the model for facilities to allow room for growth and lifespan. They are also looking at not only what can be done today, but how can Lake Stevens be a model in the future. Right now, they have provided soft numbers, and when it comes time to do the programming, that will be the time to set the hardnumbers. Their work has included multiple interviews with City Hall and Police staff, and City Councilmembers, as well as working with Snolsle, to see how all the different elements might fit together.

Ms. Bassuk said today's goal is to check in with Council primarily regarding the needs assessment. She reviewed the team members from Makers who are working on this project. She next reviewed the timeline for this project and said today we are at the point of establishing space needs for Police and City Hall. Once this is established the planning and programming for the Chapel Hill site can move forward. The second phase is to look at conceptual site plans for the library. This will be reported to Council soon, and also the cost estimator will be able to provide cost estimates for the proposed facilities, site work, stormwater and other components. At the conclusion of this project, Council will know which facilities will be on what site and what components will be shared with the library; this will be enough for the library to move forward and get funding for their project, and for the City to move forward with the Police facility and any additional development the Council determines would be appropriate for the site.

Ms. Bassuk added they have been working very hard and are ready with a concept evaluation with the core committee. They will next seek community and Council input on the different conceptual alternatives, which will be rolled into a final plan by September.

Ms. Roussel reviewed the approach that has been taken to date, including input from staff and the Public Safety subcommittee, and relying on industry standards and best practices as far as developing the space standards. Ms. Roussel next reviewed some of the considerations, including whether all City services will be located at one site versus some City services located at Chapel Hill and others such Administration and Finance being located in the downtown area. The various scenarios also provide for a Council Chambers that can also serve as a municipal court.

Ms. Roussel explained that currently the spaces in use right now are undersized and do not allow for future growth.

Director Wright added that the estimates for gross square feet estimates include not just the City buildings, but also facilities that are rented, borrowed and leased by the City from other organizations.

Ms. Roussel said the goal is to understand what the square footage is that the City needs to plan for at the Chapel Hill site. The time to consider what the workplace of the future looks like will be when the City sits down with the designer. Generally, there appears to be a trend showing the work spaces are much more generous and the workplace is a more progressive environment, including options for telecommuting, teleconferencing, desk sharing and other options.

Ms. Roussel next reviewed the three proposed alternatives: Scheme A provides for all City services to be located at Chapel Hill, Scheme B provides for the Library, Police and the Council Chambers/Court being located at Chapel Hill and Admin and Finance and all other City services being located at a new site downtown, and Scheme C provides for the Library, Police, City Services and the Council Chambers/Court being located at Chapel Hill with a new community center downtown where Administration and Finance would be located.

Ms. Roussel noted there are various decisions that need to be made, such as possibly locating a police training room in conjunction with the Council Chambers/Court, whether passports are more of a customer service function that should be located downtown rather than at the Police Department, what the best location is for IT, and staff amenities. Different choices dictate different efficiencies, but there are not many differences between the three different schemes. What is being looked at now is the cost of site acquisition, and followed by management efficiency. Also under consideration is where the City is investing in facilities, such as a new community center.

Last week there was a workshop with some City staff and Snolsle, and next steps include developing a site plan the Chapel Hill site based on input from that meeting. Ms. Roussel shared how the process will move forward now.

Mayor Spencer asked about locating Council Chambers at Chapel Hill and said the City had thought Council Chambers would be located downtown. Ms. Roussel responded that configuration is also a possibility and that the impact of moving things around is not significant enough to be a planning driver.

Mayor Spencer said one of the concerns is that if City Hall is moved to Chapel Hill is the downtown disabled by that move. One view is that if City Hall is downtown, it is a placemaker that brings people in. But on the other hand, there are people who live in the southwest side of the city and the hybrid gives them a sense of place by locating some City services at Chapel Hill.

Ms. Bassuk commented the Council Chambers and court were kept together with the thought that if the Council Chambers were moved downtown the court would come as well.

Councilmember Tageant supported the idea of having the Court share the Council Chambers. He added that he is not sure how the library component fits in and what the library is doing. He said it is important that the City gets what it wants out of the site.

Director Wright clarified that there are options to address some of the concerns being expressed, particularly parking. He noted that if the City places all functions at the Chapel Hill site there are challenges, including parking, and reviewed some possible options for multi-level parking. Director Wright said it has also been discovered that the two sites that the library purchased allow a building on one site and parking on the other. The City could then look at the corner lot for its own programming needs.

Mayor Spencer commented that depending on how the City moves forward and whether the City determines to have telecommuters that affect the number of employees on site, will affect how the City decides to move forward. The numbers need to be refined after decisions on how the City will be run moving forward.

Councilmember McDaniel commented that it is a decision for Chief Dyer whether to co-locate with Police or have Police be separate from City Hall. She would like to know the pros and cons from a security perspective of co-locating. Chief Dyer responded there is a security issue for a separate building but that is easier to manage; there are also different security issues if there are shared spaces. Councilmember McDaniel said she suggested a gym in the Police Department so that officers can meet their physical fitness requirements, and she believes this is a security concern since officers are required to keep their weapons with them at all times. She suggested surveying the officers to see if they would use an on-site gym.

Responding to Councilmember Tageant's question, Ms. Bassuk said that the Police building could be built in such a way as to allow upward or adjacent expansion at a later date, and this should be considered when the Council looks at design concepts. She added that sometimes expansion of facilities is driven by the economic cycle.

Councilmember McDaniel asked, how, if the library is not incorporated onto the site, do the financials go out. Mayor Spencer responded that the agreement provides that the cost is shared. The City pays for the data it uses and the library pays for the data specific to the library.

Director Wright further explained the cost sharing is proportionate with the City's cost being higher as it has more tasks than the library. Shared tasks are shared 50/50.

Councilmember Welch asked about the parking loss with the Police being co-located with other City services because of the higher need for security.

Councilmember Daughtry asked about inclusion of staffing levels in the event of sewer district unification. Ms. Roussel said there is growth and staffing reflected in the staffing numbers.

Mayor Spencer said that in the event of unification he envisions the sewer district remaining in their current building until a need arises to move.

Discussion ensued regarding future growth projections and staffing levels, with Ms. Bassuk commenting the City's numbers are very conservative based on projected growth.

There was discussion regarding the location of structure parking, whether it be at Chapel Hill or downtown.

Councilmember McDaniel said she believes there is a conflict of interest for Makers working for both the City and the library. She is concerned that it is difficult to make both parties happy and it will be difficult for Council to believe recommendations are fully in the best interests of the City.

Mayor Spencer recognized the challenge. and said that the library was surprised to learn they may be able to get their entire facility and parking on the two parcels they own. Mayor Spencer's message to Council is that they are asked for their best advice, and not to try to make the parties happy.

Ms. Bassuk believes there is a lot of good discussion to come and there will be a very compelling solution found. She believes there are some advantages to the City, namely sharing development costs, including site development, a public plaza, parking and utilities, if needs can be met with reasonable compromises that do not compromise the City's long-term goals or are more expensive than the City is willing to pay. She added that development at Chapel Hill does create a civic space, and noted the fire department is already there, the library will be there and the Police will be there.

Mayor Spencer said he is uncomfortable asking the public to weigh in at this stage of the process, and would like to give them a clearer idea of what the potentials are, and he believes the Council needs a better opportunity to consider and discuss these alternatives before bringing this forward to the public.

Mayor Spencer left the meeting at 5:01 p.m.

Director Wright reviewed that the current schedule calls for some different meetings, the first being July 11 to meet with the Makers economist for the City's portion of this project. A preview of the first draft alternatives is also scheduled for that day with the advisory committee and the Council subcommittee. Director Wright said after these two meetings occur, staff can bring this back to the entire Council prior to a public meeting. The community will have opportunity for input regarding public places, but not for actual programming. The question is, does Council want to have another full Council meeting prior to bringing this forward to the public.

Councilmembers Holder and Welch supported having another meeting before going to the public. Councilmember Tageant suggested a half-day retreat to really understand what is brought forward to the public. He also said he would like some financial numbers associated with the alternative that Council brings to the public.

Ms. Roussel said there will be preliminary cost estimates at the July 11th meeting, but it seems like they would need direction on what the alternatives will be to solidify those cost estimates. She noted they are also waiting on the transportation assessment, which will help to assess parking needs.

Ms. Bassuk said the idea was to hold a public open house to show the preliminary draft ideas, and then set out the basics of the preferred components and why. Community input would be invited at that point. The idea was to hear that input before Council makes a decision.

Councilmember McDaniel expressed concern that the library does not have the funding yet for their facility. Ms. Bassuk responded this would be a co-hosted meeting and that the library would need to answer those questions.

Ms. Bassuk said they are flexible but if the Council does decide to have a retreat, they will hold the project and request that the contract be extended. They would not want to get too much further in their work without the additional community input.

There was consensus to hold a half day retreat to fully understand the concepts and the costs before going to the public, as well as possibly keying in on what will go downtown and whether they like a hybrid alternative.

Ms. Bassuk commented on what some other communities are doing as far as siting services.

Director Wright reviewed the dates and suggested the retreat be scheduled toward the end of August.

There was agreement to hold the retreat on a Thursday from 9:00 a.m. to 2:00 p.m., prior to Aquafest.

Adjourn:

Moved by Councilmember Welch, seconded by Councilmember McDaniel, to adjourn the meeting at 5:20 p.m. On vote the motion carried (6-0-0-1).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk

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

Tuesday, June 27, 2017
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: Councilmembers Kim Daughtry, Gary Petershagen, Kurt Hilt, Todd Welch, Rauchel McDaniel, Marcus Tageant

ELECTED OFFICIALS ABSENT: Councilmember Holder

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director/City Clerk Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Police Chief John Dyer, Human Resources Director Teri Smith, Deputy City Clerk Kathy Pugh, City Attorney Grant Weed, Building Inspector Don Hinze, Police Commander Ron Brooks, Jeanie Ashe, Economic Development Coordinator, Cory Nau, Senior Engineer

OTHERS: Mike Messer, Fire Marshall

Pledge of Allegiance: Council President Kurt Hilt introduced Whitney Bird, a second grader at Sunnycrest Elementary, who led the Pledge of Allegiance.

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

Approval of Agenda: Council President Hilt said that Action Item C, First Reading of Ordinance No. 998 re Verizon Franchise Agreement will be moved to the Public Hearing portion of the agenda as Item C, and that Action Item E, Approve Resolution 2017-12 re Lake Stevens Sewer District Unification is being removed from tonight's agenda.

Councilmember McDaniel requested that Action Item D, Approve Pilot Lake Safety Program Purchases be removed from the agenda to allow Council to have a workshop prior to making a decision.

Councilmember Tageant preferred that Action Item D remain as an action item, and said this has already been discussed and if the item is removed to a Discussion Item the City will lose the window for a buoy pilot program this year.

Councilmember Hilt believes there are other aspects of the program including public education that are important to discuss, but that it should remain as an action item and if there is no consensus the discussion can be continued at that point.

MOTION: Councilmember Hilt moved, seconded by Councilmember Tageant, to move Action Item C, First Reading of Ordinance No. 998 re Verizon Franchise Agreement to the Public

Hearing portion of the Agenda as Item C, remove Action Item E, Approve Resolution 2017-12 re Lake Stevens Sewer District Unification from the Agenda. On vote the motion carried (6-0-0-1).

MOTION: Councilmember McDaniel moved, Councilmember Petershagen seconded, to move Action Item D, Approve Pilot Lake Safety Program Purchases to Discussion Item A. On vote the motion failed (2-4-0-1).

Councilmember Welch inquired if the Legal Counsel Report would more correctly be an Executive Session matter. Mayor Spencer said he considers it a scribner's error that does not require a vote.

Citizen Comments:

Andrea Wright, 10815 – 29th Street NE, said she does not understand, in light of the Mayor's comments, why he favors not lowering sewer rates. She is concerned the City may impose a utility tax to benefit the City and assist in building the downtown. Ms. Wright also requested that Councilmember McDaniel or Commissioner McDaniel remove themselves from the Sewer Unification discussion due to a perceived conflict of interest.

New Employee Introductions:

City Administrator Gene Brazel introduced Teri Smith, the new Human Resources Director, and welcomed her to the City. Director Smith was most recently the Administrative Services Director at Snohomish Health District. He highlighted her professional credentials and areas of experience.

Community Development Director Russ Wright introduced and welcomed Don Hinze, the City's new Building Inspector and shared his background prior to coming to the City. He most recently worked with Cornerstone Homes on projects in Lake Stevens. He also was a police officer previously. His background and experience provide a nice blend for both the building and code enforcement portions of this position.

Guest Business: None.

Council Business:

- Councilmember Daughtry: Snohomish County Cities for Improved Transportation (SCCIT), Sewer Utility Committee
- Gary Petershagen: SCCIT, Public Works subcommittee.
- Councilmember Hilt: Requested that retreat items be submitted to Deputy Clerk Pugh. In response to Councilmember Petershagen's question, Mayor Spencer clarified that this retreat is about Chapel Hill and if Councilmembers have questions or concerns about this specific topic they should be submitted to Deputy Clerk Pugh.
- Councilmember Welch: No report.
- Councilmember McDaniel: SR 204/Highway 9 meeting, Fire District Commission, Planning Commission meeting. Councilmember McDaniel suggested that if citizens want to be involved in the discussion of matters that go to Council for decision, many of those matters are first considered at the Planning Commission, and this is where the community will get its voice. She asked that the City work to make the public more aware of these meetings.

- Councilmember Tageant: SR 204/Highway 9, Public Safety.

Mayor's Business: SR 9/SR 204 Strategic Advisory Group (SAG) met with WSDOT; a preferred alternative will be brought forward in July and this will be followed by an environmental review of all of the alternatives. The focus continues on ways to resolve the Trestle issue, including funding options. Mayor Spencer said he presented a proclamation recognizing Loren Hole for 25 years of perfect attendance at both the Everett and Lake Stevens Rotary Clubs, on Saturday, June 24, 2017.

City Department Report.

- Public Works Director Durpos: SR9/SR 204 meeting today, which was a Lake Stevens Chamber of Commerce event targeted to business owners; he has requested another survey of the milfoil and they will be looking at ways to deal with it.
- Community Development Director Wright: Received the last reimbursement for the Civic Center Grant Phase I; working with Communications Coordinator Braun to facilitate additional communication of Planning Commission and other board meetings through social media.
- Police Chief Dyer: The lake was busy over the weekend and Police followed the action plan which worked well at Wyatt Park. Councilmember Hilt complimented the Police Department on developing community partnerships. Responding to Councilmember Hilt's question regarding mutual aid staffing, Chief Dyer said there is no money exchanged, but that Lake Stevens sends officers to assist other communities, such as for the Marysville Strawberry Festival and Marysville in turns sends officers to assist during Aquafest.
- Finance Director Stevens: Budget season is coming; working with Planning and Finance to develop a capital funding database or spreadsheet to see capital project funding needs now and over the next few years, and this will be part of the budget process as well.
- City Administrator Brazel: WCIA Claims Management Training; July 6 is the first joint city-school district meeting which will strengthen the relationship between the city and the school district.

Consent Agenda:

MOTION: Moved by Councilmember Welch, seconded by Councilmember Tageant, to approve (A) 2017 Vouchers [Payroll Direct Deposits of \$188,195.31, Payroll Checks 42813-42816 totaling \$7,089.13, Tax Deposits of \$80,214.97, Electronic Funds Transfers (ACH) of \$4,517.27, Claims Check Nos. 42817-42927 totaling \$510,056.52, Void Check No. 42685 in the amount of \$102.00, Total Vouchers Approved: \$789,971.20], and (B) City Council Regular Meeting Minutes of June 13, 2017. On vote the motion carried (6-0-0-1).

Public Hearing:

Mayor Spencer opened the public hearings.

Public Hearing and Second Consideration of Resolution 2017-011 re Amendment No. 2 to Nourse Development Agreement: Senior Planner Melissa Place presented the staff report together with a PowerPoint presentation and noted this is continued from the June 13 meeting. Planner Place also pointed out that additional material was distributed to Council this evening,

including a public comment letter and additional changes to the development agreement submitted by the developer, all of which are agreeable to city staff. She reviewed the history of the Nourse proposal and the history of the request for a second extension to the Development Agreement. Planner Place reviewed Lake Stevens School District's participation in the review process and commented one of the requirements is that the developer will pay the current mitigation fee rates. She next reviewed and discussed the five proposed traffic-calming devices for the 111th Drive NE connection. Planner Place said that the city has already planned for off-site improvements to Callow Road that provide public benefit to the city; other improvements will be paid by the developer for improvements to 109th Avenue NE and 30th Street NE through traffic impact fees, credits and overlay costs. SEPA funds will pay for remaining improvements.

Director Wright added the SEPA funds are dollars that the city has collected over the years from direct impacts caused by other neighborhoods in the vicinity. These fees are specifically collected to reconstruct roads and improve traffic and safety in congested areas.

Planner Place reviewed the development criterion that must be met for this development agreement to move forward, and said staff believes the criterion have been met. She then briefly reviewed the developer's proposed changes and said that staff is agreeable to these changes. Planner Place then invited Councilmembers' questions.

Councilmember Hilt is concerned with how the codes are applied to the 111th Drive NE connection. Planner Place replied that when there are more than 30 homes the Fire Code requires a secondary access.

Councilmember Hilt said it appears a third entrance is being proposed off 111th Drive NE, and there are already two entrances.

Fire Marshall Messer explained that the third entrance is proposed due to a remoteness concern, and is allowed by the International Fire Code, D1071 and D1072.

Director Wright clarified this issue arises not because of concerns about response time, but about more than one access in the case of a catastrophic event.

Councilmember Hilt confirmed this is a concern about redundancy to the area, and said if that is the case it does not need to be continuous use. He suggested making that access accessible as needed. This can be done by different methods. Councilmember Hilt is open to creative solutions that will prohibit vehicles driving through, possibly bollards or another type of barrier, but that would allow emergency access.

Councilmember Daughtry does not want to see 111th Drive NE become an arterial, and is not in favor of impacts to critical areas. He favors the use of bollards.

Mayor Spencer invited public comment.

Jim Clark, 3493 111th Drive NE, agrees with Councilmember Hilt's concerns about 111th Drive NE becoming an arterial. 36th Street NE also will not support the additional traffic if 111th Drive NE is opened. He prefers the cul-de-sac option with bollards.

Jess Barn, 11057 – 36th Street NE, said that traffic calming will not assist the neighborhood. This is a safety concern and not a safety consideration.

Sally Jo Sebring, 1023 – 99th Avenue SE, said she does not like the change in the developer's ability to extend the project over 20 years. She is also concerned that not enough traffic studies have been done.

Todd Jensen, 3409 – 111th Drive SE, said the traffic calming devices are shown in front of his driveway. He asked why this access is needed since there are two other access points with a possible third at 109th. He commented 285 homes have been built in surrounding neighborhoods over the past 15 years, and this development proposes 250 homes be built in four years. He urged reconsideration of this project.

Andrea Wright, 10815 – 29th Street NE, thanked the City for addressing the citizens' concerns expressed at the last public hearing on this matter. She asked what the second settlement agreement is. Ms. Wright commented the traffic concerns are not related to a.m./p.m. traffic flows, but are related to high school and elementary school traffic during school hours. She requested Council not pass this resolution without having a total understanding of the project.

Sandy Valenzuela, 10829 – 28th Street NE, asked how is this development going to benefit the community. She believes this development will affect the quality of life and that citizens will suffer because of overcrowding and overdevelopment.

Mayor Spencer closed the public comment portion of the meeting. He then invited further questions of Council:

Councilmember Hilt asked if the City complies with all International Fire Codes and NFPA standards? Fire Marshall Messer responded that the requirement for a second access when 30 homes are constructed was just adopted in February 2017. He also noted Fire Codes do not tell where accesses will be located but that they are required and that they need to be separated from the initial access. Fire Marshall Messer commented it is impractical to comply with all standards; NFPA is a standard and is not codified. Standards that are codified by the City are complied with from the time of adoption forward.

Responding to Councilmember Hilt's question about the variance process for the fire code, Fire Marshall Messer said this is not actually a variance, but that changes are made through modification, and he reviewed how the modification process works. Fire Marshall Messer added that the fire codes can be interpreted by the letter or by the intent of the law, and the purpose of the code is to make sure the same level of safety is provided throughout. Modifications can be used to meet the intent of the law.

Mayor Spencer closed the public hearing.

Councilmember Tageant commented he is ready to move forward with this and believes Council can provide direction to staff.

Councilmember Hilt said he is concerned about 111th Drive NE and potential traffic increases.

MOTION: Councilmember Hilt moved, Councilmember Tageant seconded, to approve Resolution 2017-011 related to the Nourse Development Agreement Amendment No. 2 (LUA2017-0096), with an amendment that includes cul-de-sacs and bollards or other devices so that access between Van Dyke Road and 111th is physically limited so that nonemergency

vehicles cannot pass through except during a time of emergency; access should be given for emergency services. On vote the motion carried (6-0-0-1).

Public Hearing (continued) of 107th Right of Way Vacation and Acceptance: Director Wright presented the staff report and said this is a continuation of a public hearing that was originally brought forward on April 25, 2017. Director Wright reviewed the procedural history of this request and said the right-of-way vacation is for 107th Avenue NE to incorporate the northern portion of the unopened right-of-way into the residential subdivision that is being planned east of Callow Road and south of SR-92. He then responded to Councilmembers' questions.

Responding to Councilmember McDaniel's question, Director Wright said the code provides different mechanisms for determining property values, but that the applicant brings the valuation in and staff then verifies it.

Mayor Spencer invited public comment and there was none.

Mayor Spencer closed the public comment portion of the public hearing. Mayor Spencer then closed the public hearing.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Tageant, to approve the proposed right-of-way vacation subject to the conditions of approval by the adoption of Ordinance No. 995. On vote the motion carried (6-0-0-1).

First Reading of Ordinance No. 998 re Verizon Franchise Agreement: Community Development Director Russ Wright presented the staff report and said tonight's requested action is to hold a public hearing and first reading of Ordinance No. 998 regarding the Verizon Franchise Agreement. Verizon, through its wholly owned subsidiary, MCImetro Access Transmission Services Corp. requested that the City allow Verizon to deploy fiber-optic facilities at existing cell sites within the city on November 15, 2016, and specifically requested to upgrade its facilities located on 96th Avenue SE and Cedar Road. No new structures will be built. Staff has worked closely with the City Attorney and WCIA, and the applicant, to write this franchise agreement. The agreement is for 10 years, and can be extended by Council action at that time. Compensation to the City can be up to 6% of Verizon's local fee; they also are required to provide a performance bond to cover repair of any damage to City streets. Director Wright reviewed the findings and determination, and then responded to Councilmembers questions.

Mayor Spencer clarified this involves no new construction and that existing poles are being used.

Mayor Spencer invited public comment and there was none. Mayor Spencer then closed the public comment portion of the hearing.

Mayor Spencer closed the public hearing.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Hilt, to have the first reading of Ordinance No. 998 to approve the Verizon Franchise Agreement. On vote the motion carried (6-0-0-1).

Action Items:

Authorize Limited Public Works Contract with Skyline Communications re

Telecommunications Cable Installation: Public Works Director Durpos presented the staff report and said this public works contracts provides for the installation, labelling and testing of telecommunications cabling in the new City Hall building. He noted the contract amount of \$9,787.93 was previously approved as part of the City Hall approved budget. He then invited Councilmembers' questions and there were none.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Daughtry, to authorize the Mayor to enter into a Limited Public Works Contract with Skyline Communications, Inc. in the amount of \$9,787.93, and authorize an administrative contingency of \$1,000.00. On vote the motion carried (6-0-0-1).

Consider Additional Financial Contribution to Aquafest: Community Development Director Russ Wright presented the staff report and reminded Council that Aquafest originally made a request for an additional financial contribution by the City at the June 13, 2017 City Council meeting. Since that time Council has discussed this request at the June 19, 2017 Special Meeting where there was consensus to further consider the request at tonight's meeting. Aquafest has received private fireworks funding since their original request. Director Wright said this item was left on the agenda so that Council can consider if it wants to make an additional contribution this year in recognition of the construction going on in the downtown area that would be above and beyond the in lieu services the City already provides.

Mayor Spencer recommended a one-time good faith contribution of \$1500 to Aquafest. He commented the City does provide a lot of in lieu services in the form of police and public works staff, as well as the time Planning spends working with Aquafest. He commented the public benefit is clear and the City receives a lot of exposure as a result of the Aquafest event.

Responding to Councilmember Hilt's question, Councilmember Daughtry responded that Aquafest has not incurred a lot of additional costs due to the differences in the downtown area.

Councilmember Daughtry said in response to Councilmember McDaniel's question, that Aquafest has not seen a revenue impact because it has been able to shift vendor booths to make the same spaces available and also meet the fire code requirements.

In response to Councilmember Hilt's question, Councilmember Daughtry said Aquafest usually costs \$100,000-\$125,000. It has been more difficult to come up with the money lately, and various sponsors have not materialized this year. The Aquafest committee is taking from its reserves this year to put on the event, so the funds will help.

MOTION: Moved by Councilmember Hilt, seconded by Councilmember Petershagen, to make a one-time donation of \$1500, in addition to what is already contributed.

Councilmember Tageant made a friendly amendment to the motion that the donation not be used for fireworks.

Councilmember Daughtry said he will abstain because of his involvement with Aquafest.

VOTE: On vote the motion carried (4-0-1-1).

Approve Pilot Lake Safety Program Purchase: Director Wright presented the staff report and reviewed the public process. The strategy includes installing informational signage at some of the high visibility areas such as the boat launch, Lundeen Park, North Cove Park or the North Cove Park boat launch. There is also a plan to make some visual maps displaying the rules of lake in an illustrative manner. Additionally, there is a plan to do an education campaign that would include a distribution of mailings to lakefront property owners for feedback, and increasing enforcement through interactions with people using the lake, including contacts with swimmers and paddle boarders. Records of police contacts will be kept so that the data can be used to see if there is a change in behaviors. The program also includes putting safety markers in the water at locations near Lundeen Park and the Wyatt boat launch. At the higher use points the signs would be closer and then would spread out in front of the residential areas. The objective is to let the public know there is a safe zone or controlled area where their boats should be slowed down. If the program is adopted, Director Wright said staff will continue to do outreach with the task force and check in with Council throughout the season.

Chief Dyer concurred with Director Wright's comments and added that Police will keep better track of statistics, including keeping more detail of contacts that are made. Also, enforcement is being stepped up related to safety issues.

Mayor Spencer commented all marine and related codes will be reviewed to make sure everything is right for Lake Stevens. Also, he has requested that the buoys be spaced in such a way as to get the greatest distance and test whether boaters recognize a line of sight versus a barrier. The point is to test to see whether a buoy program is appropriate for Lake Stevens.

Chief Dyer said that the City can enforce regulations for the entire lake, including along sections that are county-owned. Responding to Councilmember Daughtry's question, Chief Dyer said he does not have information on whether the buoys will be numbered.

Responding to Councilmember Welch's question regarding violations issued under the current code, Chief Dyer said that enforcement is being upped, but the focus is on education. Officers are enforcing safety-related issues.

Mayor Spencer said in response to Councilmember Petershagen's question, that it is staff's decision, and his recommendation that the buoys be removed in October.

Councilmember McDaniel asked about the requirement that boats travelling over eight miles per hour remain 100 feet away from any docks and buoys, and how buoy placement would work with respect to this requirement. Chief Dyer responded, this has been discussed and there is a difference between regulatory buoys and moorage buoys. The City is interpreting that the buffer will not extend out 100 feet from the regulatory buoys. Councilmember McDaniel is concerned that there is a gray area and that it will be hard to collect data when the rules are not clear.

Mayor Spencer responded that safety concerns will be enforced by the police.

Councilmember McDaniel asked if there has been any contact with the gentleman who owns the float plane. Mayor Spencer responded not recently, but he has been in contact with the gentleman who owns the helicopter, and noted they fall under FAA rules exclusively.

Councilmember Hilt noted that it was after 9:00 p.m., and there was consensus to continue to the meeting.

Councilmember McDaniel reminded the reason for installing the buoys was to ensure the safety of nonmotorized users of the lake including paddleboards, kayaks and swimmers. She is concerned that nonmotorized users are not required to stay within 100 feet of the shore, and additionally they are not required to have a personal flotation device, a whistle and a light, unless they go beyond 100 feet of the shore. She is concerned about the safety of nonmotorized users move into the center of the lake.

Councilmember Tageant commented this is a data gathering effort and a chance to work through some of the safety concerns. He favors the buoys and this is to create a safe area. The code will be changing and this is an opportunity to work through the concerns.

Councilmember Hilt agreed with Councilmember Tageant's comments, and is in favor of the buoys and signage; it is a first measured attempt and it is temporary.

Responding to Councilmember McDaniel's question, Mayor Spencer confirmed that people living along the lake in the UGA will be informed.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Welch, to approve the budget for the Lake Safety Pilot Program, install safety markers on the lake, and develop informational signage for the lake access points and data survey collection in the amount of \$7,700 with the buoys to be removed in the fall.

Councilmember McDaniel made a friendly amendment to provide for buoy removal by October 30, 2017.

VOTE: On vote the motion carried (6-0-0-1).

Executive Session: Mayor Spencer announced an executive session beginning at 9:10 for 10 minutes for a legal counsel report with no action to follow.

The regular meeting reconvened at 9:19 p.m.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Hilt, to clarify the record that Council moved to Executive Session to discuss pending litigation. On vote the motion carried (6-0-0-1).

Study Session: None.

Adjourn:

Moved by Councilmember Hilt, seconded by Councilmember Welch, to adjourn the meeting at 9:19 p.m. p.m. On vote the motion carried (6-0-0-1).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: July 11, 2017

Subject: Interagency Agreement – Department of Enterprise Services – Surplus Services

Contact Barb Stevens, Finance/City Clerk

Budget N/A

Person/Department:

Impact:

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Interagency Agreement with State of Washington Department of Enterprise Services to provide Surplus Services.

SUMMARY/BACKGROUND:

The City of Lake Stevens has a large quantity of old furniture including desks, chairs, file cabinets, and cubicle units stored at the public work's shop. With the building of the temporary City Hall, new furnishing were ordered to replace the old, damaged, and worn furniture from the Permit Center, the Annex building and the old City Hall.

The Washington State Department of Enterprise Services (DES) is responsible for the selling/disposing of State property, and offers the service to cities as well. This agreement would allow the City to utilize this service to dispose of our old furnishings through the DES online site at their warehouse. The DES charges based on the value of the items they sell.

The attached Interagency Agreement is currently in draft form. Our attorney has recommended adding a city indemnity clause and editing the wording regarding the minimum fee. This changes may not be approved by the State, but we would like to proceed with the contract either way as the liability/risk to the City is minimal.

Approving this agreement allows the City to utilize this service when we are ready to, but does not require us to.

APPLICABLE CITY POLICIES: All interagency agreements must be approved by City Council

BUDGET IMPACT: N/A

ATTACHMENTS:

► Exhibit A: Interagency Agreement

**INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES
AND
CITY OF LAKE STEVENS**

THIS AGREEMENT is made and entered into by and between the Department of Enterprise Services, Business Resources Division, Surplus Operations, hereinafter referred to as "DES", and the City of Lake Stevens, hereinafter referred to as "CITY" pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT to provide Surplus Operations services for CITY.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above named parties mutually agree as follows:

1. STATEMENT OF WORK

DES, under its authority in RCW 43.19.1919, acting on behalf of CITY shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in this Agreement.

DES agrees to sell vehicles, equipment and other personal property, except for hazardous materials, that are declared surplus and turned over to DES for disposal ("Property"). DES further agrees to include the following clause in its Terms and Conditions of sale with any purchase of CITY Property in substantially the same form: "All available information about the item has been reported in this listing. The item may have defects of which the Washington State Surplus Operations Program is unaware. You are bidding on these item(s) 'as is, where is.' All sales are final. Personal inspection is strongly advised. Failure to inspect the item shall not be grounds for any claim or property abandonment." All surplus property turned over to DES is publicly advertised via the DES website (www.ga.wa.gov/surplus). Methods for selling surplus property will include, but are not limited to:

1. Priority Sales (See WAC 200-360-025)
2. Public Sales
3. Internet Sales

A. DES agrees to provide the following services:

1. Properly store and assume responsibility for the safekeeping of all vehicles, equipment and other personal property.
2. Endeavor to obtain resale prices equal to the industry standard trade-in or quick sale equipment values.
3. Sell surplus property turned over to DES in a timely manner, collect payment from buyer, and reimburse CITY the proceeds of sales, less DES's authorized fees per fee schedule as shown on Exhibit "A" – Surplus Operations Fee Schedule.
4. Take all necessary administrative actions to ensure surplus property turned over to DES ownership is legally and fully transferred from the CITY to the buyer.
5. Take responsibility for resolving any ownership issues that may arise after surplus property is purchased.
6. Set up Login ID and Password to the Surplus Request Management System (SRMS) for CITY staff authorized to submit surplus property.
7. Review SRMS disposal documents submitted within 24 hours and assign a DES Authority Number for approved property.

B. CITY agrees that it will:

1. Submit SRMS disposal documents for all surplus property using DES's online SRMS, along with signed vehicle and equipment titles.
2. Contact DES at (360) 407-1917, to schedule delivery of surplus property.
 - a. Transportation/Hauling Services are available through DES's Transportation Services. Please contact transportservices@ga.wa.gov, for a quote to haul your surplus property.
3. Dispose of the following hazardous materials themselves:
 - a. Asbestos – Any product containing more than 1 percent asbestos, including wrapped pining, fireproofing materials, fireproof safes, fire retardant clothing, floor tiles, ceiling tiles, etc.
 - b. Polychlorinated biphenyls (PCB's) – Including transformers, capacitors, electrical equipment containing capacitors or transformers, fluorescent fixtures, liquid filled electrical devices, etc.
 - c. Liquids, Flammable or toxic liquids and powders, including paints, solvents, cleaners, copier fluids, etc.
 - d. Radioactive Materials – Including smoke detectors, x-ray equipment, etc.
 - e. Pesticides/Herbicides – Including insecticides, fungicides, herbicides, wood preservative, disinfectants, and any other substances intended to control pests.

2. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence when this Agreement is properly signed, and continue until terminated by either party, as provided herein.

This Agreement cancels and supersedes all previous agreements between DES and CITY for surplus property services.

3. CONSIDERATION

After deducting its fee, DES shall reimburse CITY for the sale of surplus property. Compensation shall be based on Exhibit "A" - Surplus Operations Fee Schedule. DES reserves the right to amend their Fee Schedule when DES receives authorization to do so. DES will notify CITY, in writing within thirty (30) days prior to Office of Financial Management approved rate changes.

4. PAYMENT PROCEDURE

DES shall submit surplus property proceeds to CITY within thirty (30) days of sale of surplus property.

The surplus property proceeds shall be forwarded to the following:

City of Lake Stevens
Attn: Barb Stevens
PO Box 257
Lake Stevens, WA 98258

5. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified or amended by written agreement executed by both parties.

6. CONTRACT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

- A. The DES representative on this Agreement shall be: Program Manager, Surplus Operations, 7511 New Market Street, Olympia, WA 98504-1030, (360) 407-1900, SurplusMail@des.wa.gov
- B. The CITY representative on this Agreement shall be: Kathy Pugh, Deputy City Clerk, PO Box 257, Lake Stevens, WA 98258.

7. INDEMNIFICATION

~~To the fullest extent permitted by law, CITY shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims arising from the sale or transaction before, during, or after the sale. "Claim," as used in this Agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.~~

~~CITY expressly agrees to indemnify, defend, and hold harmless State for any claim arising out of or incidental to CITY performance or failure to perform its rights, duties and obligations under this Agreement.~~

~~CITY shall be required to indemnify, defend, and hold harmless State only to the extent claim is caused in whole or in part by negligent acts or omissions of CITY.~~

- A. Indemnification and Hold Harmless. The City shall hold harmless, indemnify, and defend, at its own expense, DES, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of DES, its elected and appointed officials, officers, employees or agents. DES shall hold harmless, indemnify, and defend, at its own expense the City, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of DES's performance of this Agreement, including claims by DES employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees or agents.

In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the City and DES, including claims by the City's and DES's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the City and DES, their officers, officials, employees, agents and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

- B. Limitation of Liability. In no event will DES or the City be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of revenue, or loss of profits, arising out of or in connection with the performance of DES or the City under the Intergovernmental Services Agreement, even if DES or the City has been advised of the possibility of such damages.

8. TERMINATION

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. TERMINATION FOR NON-USE

If services in Statement of Work have not been used in 5 years, this agreement is automatically terminated without further notice. To commence services, CITY must sign a new service agreement.

Execution

We, the undersigned, agree to the terms of the foregoing Agreement.

Department of Enterprise Services

City of Lake Stevens

SIGNATURE

SIGNATURE

MARIJANE KIRK _____ NAME _____ NAME

ASSISTANT DIRECTOR _____

TITLE

TITLE

DATE

DATE

Exhibit “A”

DES Interagency Agreement No. K4735

Surplus Operations Fee Schedule

Gross Proceeds	Surplus Rate	Political Subdivision Rate
Items sold at warehouse under \$200		No Reimbursement
Items sold at warehouse \$200 or more	9%	91%
Items sold at Political Subdivision location under \$200		No Reimbursement
Items sold at Political Subdivision location \$200 or more*	9%	91%
Vehicles and heavy equipment under \$200		No Reimbursement
Vehicles and heavy equipment over \$200*	9%	91%
*Minimum fee <u>lesser of value of item as sold or</u> -\$200, Maximum fee \$900		

Other Fees for Vehicle and Heavy Equipment Sales

Service	Rate
Cleaning and vacuuming	\$25.00 per unit
Decal removal	Actual Costs \$25.00 minimum, call for quote



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 11 July 2017

Subject: Equipment Purchase Request

Contact Amanda Wells, Public Works

Budget \$ 24,322.11

Person/Department:

Impact:

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Staff recommends that the council approves Public Works Department to purchase a 2016 Hustler Mower from the Equipment Replacement Fund.

SUMMARY/BACKGROUND:

This request is for purchase of a 2016 Hustler Mower. The Kubota has a broken mower deck shaft which is beyond cost effective repair. The Department is requesting to replace the mower to keep up with routine park maintenance. Staff will continue to utilize the Kubota for department maintenance projects. The new mower will be purchased through Washington State Department of Enterprise Services; a state purchasing cooperative designed to be a procurement resource for local and state government agencies, school districts, and non-profits. The statewide contracts have met state requirements for competitive bidding and other procurement laws, streamlining the purchase process for agencies.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: \$24,322.11 Equipment Replacement Fund, budget amendment provided by finance department.

ATTACHMENTS:

- Exhibit A: Quote Summary

Quote Summary**Prepared For:**

City Of Lake Stevens Public Works Dept
1812 Main St
Lake Stevens, WA 98258
Business: 425-377-3222

Prepared By:

Ryan Ostrom
Washington Tractor, Inc.
3305 Bickford Avenue
Snohomish, WA 982909216
Phone: 425-334-4048
rostrom@washingtontractor.com

This quote is based on the Washington State Contract # 10212. Your purchase order must be made out to Washington Tractor Inc 3305 Bickford Ave, snohomish WA 98290. Reference the Washington State Contract #10212 and this quote ID number. Please email documents to Washington Tractor at rostrom@washingtontractor.com or fax to 360-424-0403 and we will process the order.

Quote Id: 14930287
Created On: 16 March 2017
Last Modified On: 16 March 2017
Expiration Date: 16 April 2017

Equipment Summary	Selling Price	Qty	Extended
2016 HUSTLER 935155 - 16020005	\$ 22,334.35 X	1 =	\$ 22,334.35
Equipment Total			\$ 22,334.35

Quote Summary

Equipment Total	\$ 22,334.35
LICENSE FEES	\$ 0.00
SubTotal	\$ 22,334.35
Sales Tax - (8.90%)	\$ 1,987.76
Est. Service Agreement Tax	\$ 0.00
Total	\$ 24,322.11
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 24,322.11

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 14930287

Customer: CITY OF LAKE STEVENS PUBLIC WORKS DEPT

2016 HUSTLER 935155 - 16020005

Hours: 0

Stock Number: 234158

				Selling Price
				\$ 22,334.35
Code	Description	Qty	Unit	Extended
	SUPER 104 EFI	1	\$ 30,595.00	\$ 30,595.00
Suggested Price				\$ 30,595.00
Customer Discounts				
Customer Discounts Total			\$ -8,260.65	\$ -8,260.65
Total Selling Price				\$ 22,334.35



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 11 July 2017

Subject: Equipment Purchase Request

Contact	Amanda Wells, Pubic Works	Budget	\$ 36,000.00
Person/Department:		Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Staff recommends that the council approve Public Works Department to purchase a 2017 Dodge Ram 1500 Quad Cab from the Equipment Replacement Fund.

SUMMARY/BACKGROUND:

This request for purchase is for a 2017 Dodge Ram 1500 Quad/Extended Cab for Public Works Department. Due to additional staffing within the Department, we are requesting a new vehicle due to shortage of available transportation in the field. The vehicle will be purchased through Washington State Department of Enterprise Services; a state purchasing cooperative designed to be a procurement resource for local and state government agencies, school districts, and non-profits. The statewide contracts have met state requirements for competitive bidding and other procurement laws, streamlining the purchase process for agencies.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: \$35,445.95 plus applicable licensing from Equipment Replacement Fund, budget amendment provided by finance department.

ATTACHMENTS:

- Exhibit A: Quote Summary

Amanda Wells

From: NOREPLY@des.wa.gov
Sent: Thursday, June 29, 2017 12:55 PM
To: Amanda Wells
Cc: Philip.Saunders@des.wa.gov
Subject: Vehicle Quote - 2017-6-242 - LAKE STEVENS, CITY OF - 23109

Vehicle Quote Number: 2017-6-242 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Northsound Dwayne Lane (W1675)
10515 Evergreen Way
Everett WA 98204

Dealer Contact: Mike O'Donnell
Dealer Phone: (425) 551-4905 Ext:
Dealer Email: fleet@dwaynelane.com

Organization Information

Organization: LAKE STEVENS, CITY OF - 23109
Email: awells@lakestevenswa.gov

Quote Notes:
Vehicle Location:

Color Options

Bright White Clear Coat (PW7) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2017-0825-001	2017 Ram 1500 Quad/Extended Cab 2WD 6ft 4in Bed (DS1L41) (22B)	1	\$21,831.62	\$21,831.62
2017-0825-004	Upgrade to 4X4 (DS6L41)	1	\$3,007.80	\$3,007.80
2017-0825-005	Upgrade V8 Engine, 5.7L V8 HEMI MDS VVT Engine, includes 8-spd auto transmission 8HP70 (EZH)	1	\$1,754.55	\$1,754.55
2017-0825-007	Popular Equipment Group (AJY) includes CLOTH 40/20/40 Seats and Carpet Flooring with Floor Mats, in lieu of vinyl and (2) Remote Keyless Entry (GXM)	1	\$726.89	\$726.89
2017-0825-008	Remote Keyless Entry with All-Secure, (2) remotes (GXM)	1	\$190.49	\$190.49
2017-0825-010	Power Black Trailer Tow Mirrors (GPG) requires 008 (GXM) Remote Keyless Entry with All Secure	1	\$180.47	\$180.47
2017-0825-011	Trailer Brake Control (XHC)	1	\$295.77	\$295.77
2017-0825-012	Trailer Tow Mirrors & Brake Group (AHC), requires option 007(AJY) Popular equip group or option 008 (GXM) Remote Keyless entry	1	\$461.20	\$461.20
2017-0825-013	Daytime Running Lights, Low Beam (LM1)	1	\$40.10	\$40.10

2017-0825-017 Black Tubular Side Steps (MRU)	1	\$350.91	\$350.91
2017-0825-021 RamBox Cargo Management System (XB9)	1	\$1,298.37	\$1,298.37
2017-0825-022 Rear Sliding Window (GFD)	1	\$195.51	\$195.51
2017-0825-023 Carpet Floor Covering (CKE)	1	\$110.29	\$110.29
2017-0825-024 Anti-Spin Differential Rear Axle (DSA)	1	\$436.13	\$436.13
2017-0825-025 LT265/70R17E OWL On/Off Road Tires (TXN)	1	\$250.65	\$250.65
2017-0825-029 Front Tow Hooks (XEA), 4X4 only	1	\$50.13	\$50.13
2017-0825-031 Chrome Appearance Group (AED)	1	\$596.55	\$596.55
2017-0825-034 LED Bed Lighting (LPL)	1	\$145.38	\$145.38
2017-0825-039 Undercoating (DLR)	1	\$300.78	\$300.78

Quote Totals

Total Vehicles: 1
Sub Total: \$32,223.59
10.0 % Sales Tax: \$3,222.36
Quote Total: \$35,445.95



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 11 July 2017

Subject: Public Work Department Staff Changes

Contact Person/Department: Eric Durpos, Director **Budget Impact:** salaries

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Authorize hiring of (2) Crew Worker 1 positions. One position for Street/Parks, and one position for Storm Water

BACKGROUND/HISTORY:

The Public Works Director has reviewed the needs of the Public Works Department and has determined, to keep up with rising maintenance needs in both the Storm Water Department and the Street Parks Department, additional staff is needed.

It is recommended that we hire 1 new full time employee in the Storm Water Department. The focus will be on increased maintenance of storm water pond/vaults, catch basins and ditch and culvert cleaning.

It is recommended that we hire 1 new full time employee in the Street/Parks Department. The focus will be on increased maintenance of city parks and roadside vegetation control.

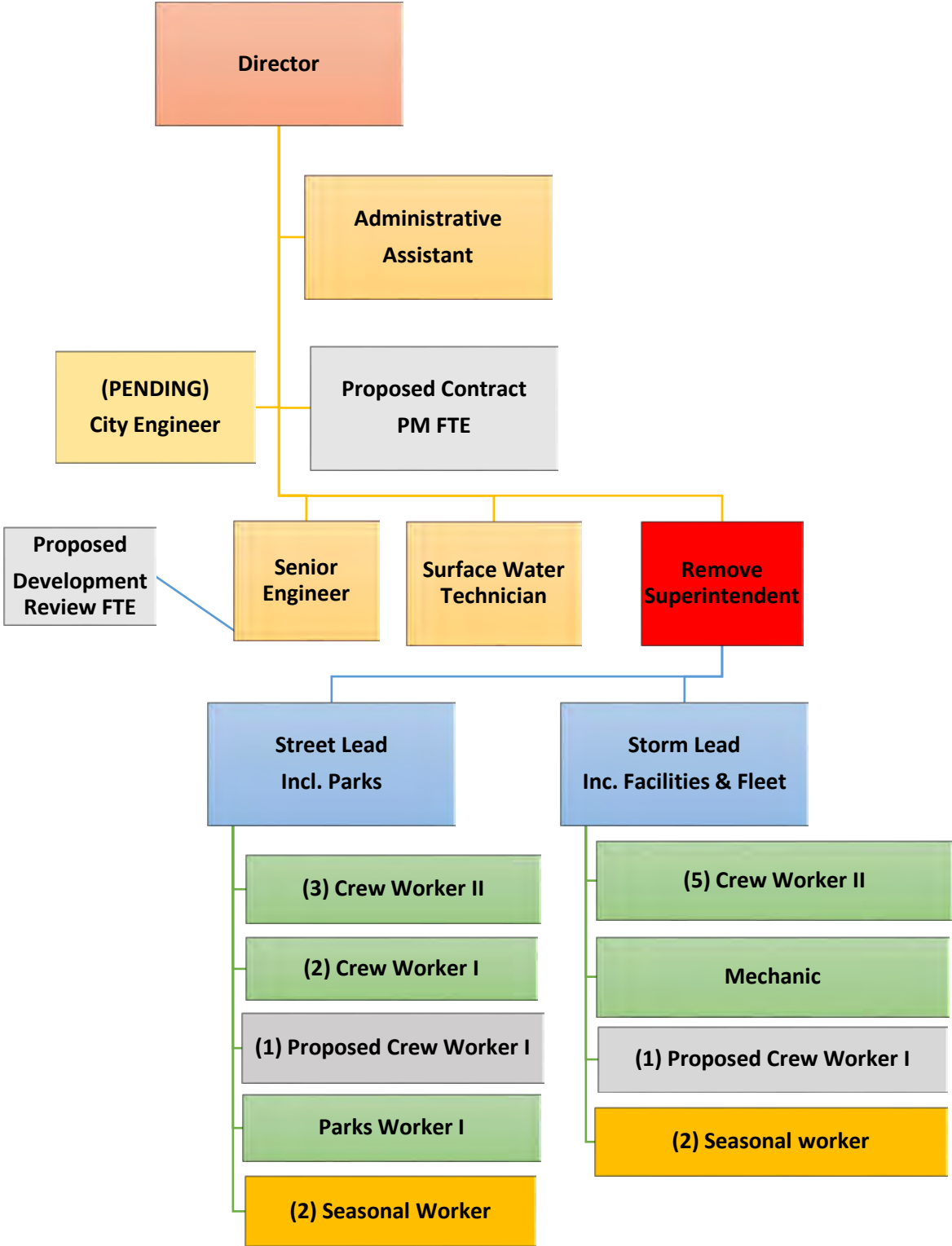
This request has been reviewed by the Public Works Subcommittee.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: No significant increase in salaries due to savings in not filling the Public Works Superintendent and the City Engineer positions.

Exhibit A: Organizational Chart

Exhibit B: Crew Worker I Position Description



CITY OF LAKE STEVENS

POSITION DESCRIPTION

POSITION TITLE:	Crew Worker I (Streets/Storm Water)
DEPARTMENT:	Public Works
CLASSIFICATION:	Union/Non-Exempt
EFFECTIVE DATE:	February 10, 2016

POSITION PURPOSE:

Under supervision, this position performs a variety of public works activities involving construction and maintenance of a variety of public facilities including; streets, surface water facilities, buildings, structures, parks and trails, and other associated manual labor activities.

This is the entry level class in the Crew Worker series. This class is distinguished from the Crew Worker II by the performance of the more routine tasks and duties assigned to positions within the series including less complex construction, maintenance, and repair duties. Since this class is typically considered an entry level position, employees may have limited or no directly related work experience.

SUPERVISION RECEIVED:*

- o Works under the close supervision of the Public Works Crew Leader.

SUPERVISION EXERCISED:*

- o None.

ESSENTIAL DUTIES AND RESPONSIBILITIES - *Essential duties and responsibilities **may** include, but are not limited to, the following:*

- o Operates a variety of construction and maintenance equipment and small hand power tools including, front-end loader, street painting machine, riding turf mower, backhoe, track hoe, tractors, jack hammer, chainsaw, brush trimmer, paint sprayer, concrete saw, boom mower, and other specialized equipment; maintains hand tools and assigned equipment; performs limited servicing, operational servicing, safety inspections, and preventive maintenance on equipment.
- o Clean, maintain, repair, and install City storm water systems.
- o Grade, pave, patch, surface treatment, gravel, sweeping, clean, strip, and perform other repairs on public streets, sidewalks, and trails.

* See "City of Lake Stevens, Administrative Organization" in the HR Policy and Procedures Manual.

- o Vegetation maintain on public grounds, streets, and parks involving mowing, tree and brush trimming and pruning, collect and remove vegetation cuttings, and other vegetation activities.
- o Perform general maintenance/cleaning activities, minor repairs, and assist with construction and minor modification on City buildings and facilities.
- o Performs general maintenance and minor repairs on public works equipment.
- o Installs, repairs, and maintain various City signs; involves periodic inspection of conditions of signs; prepare documentation of work performed.
- o Keep shop, yard, and storage area clean and orderly.
- o Performs work in accordance with all federal, state and local laws, rules and regulations and within mandated and appropriate safety standards and permit requirements.
- o Responds to public inquiries in a courteous manner; gather public contact information on requests for information by public to Lead position; resolves complaints in an efficient and timely manner.
- o Responds to emergencies as needed.
- o The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

PHYSICAL DEMANDS/WORK ENVIRONMENT:

Please see the attached questionnaire for position specific physical requirements and typical working conditions. The physical demands and work environment characteristics described in the attached form are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disability to perform the essential functions.

QUALIFICATIONS

Education, Training and Experience Guidelines:

- High School diploma or G.E.D.
- One year of maintenance and repair experience in public works, construction, or landscaping is desirable.
- Experience with the safe operation of light construction equipment (tractor), lawnmowers, brush trimmers, chainsaws, and trucks performing general maintenance tasks.
- Any combination of education and experience, which provides the applicant with the desired skills, knowledge and ability required to perform the job, may be substituted for

these qualifications. Examples of these skills include:

Knowledge of:

- Operations, services and activities of assigned public works maintenance and repair program.
- Purposes, uses, and operating characteristics of a variety of vehicles, equipment, power tools and hand tools used in public works maintenance and repair including motorized, pneumatic, and hydraulic equipment.
- Traffic laws, guidelines, and rules involved in truck and equipment operation.
- Basic properties of backfill materials, construction materials, concrete, asphalt, hot patch, cold patch, oils, paints, and a variety of other materials used in maintenance work.
- Practices and procedures of traffic control.
- Confined space entry.
- Occupational hazards and standard safety practices.
- Pertinent Federal, State and local codes, laws, and regulations.
- General computer skills.

Ability to:

- Understand and follow written and oral instructions and directions.
- Perform a variety of semi-skilled maintenance, construction and repair work in the area of work assigned.
- Use and operate vehicles and equipment, hand tools, and power tools and equipment required for the work in a safe and efficient manner.
- Read and interpret basic maps and plans.
- Perform a variety of tasks for extended periods of time and in unfavorable weather conditions.
- Perform heavy manual labor.
- Work safely and adhere to principles of safety in all areas of public works services.
- Ensure adherence to safe work practices and procedures and maintain a safe work area.
- Work independently in the absence of supervision.
- Troubleshoot equipment malfunctions and make minor repairs to tools and equipment.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the

course of work.

- Successfully complete various required training classes and obtain and maintain certificates necessary for functional skills performance, maintenance and improvement.

LICENSE OR CERTIFICATE REQUIREMENTS:

- Possession of a valid Washington State Driver's License.
- First-Aid Certification is required.
- Traffic Flagging Certification is required.
- Pesticide application license is required.

This position description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

EMPLOYEE ACKNOWLEDGEMENT

DATE

____/____/____

Position Title: Public Works Crew Worker I

Date: 20 Sept 2013

➡ **PHYSICAL REQUIREMENTS**

How much on-the-job time is spent on the following physical activities? Check the appropriate boxes below:

Activity	Amount of time (see descriptions at bottom of page)				
	Never	Seldom	Occasional	Frequent	Constant
Stand	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Walk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use hands to finger, handle, or feel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reach with hands and arms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Climb or balance	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stoop, kneel, crouch, or crawl	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Talk or hear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Taste or smell	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

➡ Does this job require that weight be lifted or force be exerted? Check the appropriate boxes below:

Activity	Amount of time (see descriptions at bottom of page)				
Lift, push, pull or carry	Never	Seldom	Occasional	Frequent	Constant
Up to 10 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Up to 25 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Up to 50 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Up to 100 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
More than 100 pounds	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

➡ Does this job have any special vision requirements? Check all that apply:

- ☒ Close vision (clear vision at 20 inches or less)
- ☒ Distance vision (clear vision at 20 feet or more)
- ☒ Color vision (ability to identify and distinguish colors)
- ☒ Peripheral vision (ability to observe up and down or to the left and right while eyes are fixed on a given point)
- ☒ Depth perception (three-dimensional vision, ability to judge distances and spatial relationships)
- ☒ Ability to adjust focus (ability to adjust the eye to bring an object into sharp focus)
- ☐ No special vision requirements

➡ Note the specific job duties that require the physical demands selected above:

WORK ENVIRONMENT

How much exposure to the following environmental conditions does this job require? Show the amount of time by checking the appropriate boxes below:

Environmental Conditions	Amount of time (see descriptions at bottom of page)				
	Never	Seldom	Occasional	Frequent	Constant
Wet or humid conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Work near moving mechanical parts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Work in high, precarious places	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fumes or airborne particles	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Toxic or caustic chemicals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outdoor weather conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Extreme cold (non-weather)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Extreme heat (non-weather)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Risk of electrical shock	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work with explosives	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Risk of radiation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vibration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

➡ How much noise is typical for the work environment of this job? Check the appropriate level below:

- ☐ Very quiet conditions (examples: forest trail, isolation booth for hearing test)
☐ Quiet conditions (examples: library, private office)
☐ Moderate noise (examples: business office with computers and printers, light traffic)
☒ Loud noise (examples: metal can manufacturing department, large earth-moving equipment)
☐ Very loud noise (examples: jack hammer work, front row at rock concert)

➡ Note the specific job duties that are affected by the environmental conditions:

QUESTIONNAIRE PREPARED BY:

Name: Mick Monken Date: 20 September 2013
Title: Director of Public Works

Key:

N: Never (not at all)	S: Seldom (0-10%)	O: Occasional (11-33% of the time)
	F: Frequent (34%-66% of the time)	C: Constant (67%-100% of the time)



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda July 11, 2017
Date: _____

Subject: Supplemental Agreement No. 2 to Professional Services Agreement Between City of Lake Stevens and Crandall Arambula, PC for Consultant Services

Contact	Russ Wright,	Budget	Economic
Person/Department:	Community Development Director	Impact:	Development /
			Parks

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to execute Supplemental Agreement No. 2 to the Professional Service Agreement with Crandall Arambula, to authorize additional expenditures for the Greenworks subcontract resulting from an additional public meeting and preparation of additional concept drawings for North Cove Park, not to exceed \$3,480.

SUMMARY/BACKGROUND:

Staff is requesting that Council authorize the Mayor to execute a supplemental agreement to the Professional Services Agreement. The supplemental agreement would cover design services, performed by Greenworks as a sub-consultant to Crandall Arambula, for the preparation of an additional public meeting and refined development concepts for North Cove Park. On February 13, 2017 Council authorized the Greenworks contract. After the budgeted meeting, a second public meeting was held based on community desire to see revised design concepts and provide additional public comment. Redevelopment of North Cove Park will be an early action to implement the Downton Lake Stevens Subarea Plan. The fee for additional services totaled \$3,480. Other fees that may be incurred for the Park Design may include surveying and stormwater engineering. The funds for this request can be transferred from the existing recreation budget.

This request has been emailed to the Parks and Recreation Subcommittee for their feedback.

APPLICABLE CITY POLICIES: Comprehensive Plan

BUDGET IMPACT: Expenditure of Recreation Budget for Professional Services

ATTACHMENTS:

Revised Park Concept

**SUPPLEMENTAL AGREEMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF LAKE STEVENS AND
CRANDALL ARAMBULA, PC FOR CONSULTANT SERVICES**

This Supplemental Agreement No. ____ is made and entered into on the ____ day of July, 2017, between the City of Lake Stevens, hereinafter called the "City" and Crandall Arambula, PC, an Oregon Professional Services Corporation, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for development of the Lake Stevens Subarea Plan and EIS/Planned Action Ordinance, hereinafter called the "Project," said Agreement being dated July 14, 2016; and

WHEREAS, the parties entered into a Supplemental Agreement to the original Professional Services Agreement on October 6, 2016 providing for a revised Scope of Services and providing for a minor correction to Paragraph IV.1 of the original Agreement; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for an additional public meeting and preparation of additional concept drawings for North Cove Park by Consultant's Subconsultant, Greenworks, 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 July 14, 2016, and the Supplement to Professional Services Agreement dated October 6, 2016, 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 supplemented to include an additional expenditure by Crandall Arambula, to provide for an additional public meeting and preparation of additional concept drawings for North Cove Park by its subconsultant, Greenworks.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph IV.1 Payments, Section (a), the second sentence is amended to include the additional Consultant fee of \$3,480.00 and shall read as follows: "In no event shall total payment under this agreement exceed \$314,480.00."

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

Original Agreement	\$300,000.00
Supplemental Agreement No.1	\$10,000.00
Correction to Paragraph IV.1 Payments (a)	\$1,000.00

Supplemental Agreement No. 2 \$3,480.00

Grand Total \$314,480.00

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 2 as of the day and year first above written.

CITY OF LAKE STEVENS

CRANDALL ARAMBULA, PC

By: _____
John Spencer, Mayor

By: _____

Printed Name & Title

ATTEST/AUTHENTICATED

By: _____
Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: July 11, 2017

Subject: Verizon Franchise Agreement – Ordinance 998

Contact	Russ Wright, Community Development	Budget	Annual
Person/Department:	<u>Director</u>	Impact:	<u>Franchise Fee</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Hold a second reading, approve and adopt Ordinance 998 re the Verizon Franchise Agreement.

SUMMARY/BACKGROUND: Verizon, through its wholly owned subsidiary MCIMetro Access Transmission Services Corp. requested that the city allow Verizon to deploy fiber-optic facilities at existing cell sites within the city on November 15, 2016, specifically to upgrade facilities on 96th Ave SE and Cedar Road. No new structures will be constructed. The request would allow Verizon to place and maintain fiber-optic telecommunications facilities within public rights-of-way. Chapter 12.12 – Article III Lake Stevens Municipal Code (LSMC) provides the application criteria to approve franchise agreements for telecommunication facilities. Staff has coordinated with the City Attorney's office and WCIA to craft the attached ordinance for the proposed franchise agreement (Attachment 1). The agreement would be set for a period of 10 years.

FINDINGS

Application Requirements – LSMC 12.12.0330

- A. Verizon has stated its intention to provide fiber-optic facilities for telecommunication purposes;
- B. Verizon has identified the proposed locations for current distribution of fiber-optic facilities – future actions will require separate permits that may include construction and right-of-way permits;
- C. Verizon has identified the services or facilities that will be available in the city; and
- D. Verizon will pay applicable fees, deposits or charges required pursuant to this Chapter.

Determination – LSMC 12.12.0340

- A. Whether the applicant has all requisite licenses, certificates, and authorizations from the Federal Communications Commission, and the Washington Utilities and Transportation Commission for the activities proposed by the applicant.
- B. The public rights-of way can accommodate the applicant's proposed facilities and additional utility and telecommunications facilities if the franchise is granted.
- C. The franchise agreement addresses damage to or disruption of public and private facilities and improvements and any disruption in service.
- D. The proposed agreement will minimize the cost and disruption of construction within the public ways.

- E. The proposed agreement will not affect public health, safety and welfare if the franchise requested is granted.
- F. The proposed agreement is consistent with local and state statutes governing telecommunication franchises.
- G. Such other factors as may demonstrate that the grant to use the public ways will serve the community interest.

At the June 27, 2017 Council meeting Council held a Public Hearing and First Reading of Ordinance 998. There was no public comment made.

NEXT STEPS

Hold a second reading and adopt Ordinance 998

The ordinance granting the franchise will be subject to a second reading to ensure compliance with the Revised Code of Washington 35A.470.040 and must be published at least once in a newspaper of general circulation in the city before becoming effective.

BUDGET IMPACT: Annual franchise fee / utility tax

ATTACHMENTS:

Attachment 1 – Ordinance 998 re the Verizon Franchise Agreement

ATTACHMENT 1

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 998

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, GRANTING A FRANCHISE TO MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A VERIZON ACCESS TRANSMISSION SERVICES

WHEREAS, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services ("Grantee") has applied to the City of Lake Stevens ("City") for a non-exclusive franchise for the right of entry, use, and occupation of the public Rights-of-Way within City, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, upon, along and/or across those Rights-of-Way for purposes of offering and providing Network Telephone Service and Telecommunications Infrastructure Services; and

WHEREAS, the City held a public hearing on June 27, 2017 to receive public comment on Grantee's proposal to provide telephone services and telecommunications infrastructure services within the franchise area; and

WHEREAS, from information presented at such public hearing the City Council now deems it appropriate and in the best interest of the City and its inhabitants that a franchise be granted to Grantee.

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

Section 1. Grant of Franchise Right to Use Franchise Area.

A. Subject to the terms and conditions stated herein, City hereby grants Grantee a franchise as set forth in this Ordinance (this "Franchise"), including without limitation general permission to enter, use and occupy the right(s)-of-way within the City as now or hereafter constituted (the "Franchise Area").

B. Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair Grantee Facilities in, along, under and across the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Grantee Facilities and Grantee Services, on private property within City. This Franchise does not authorize the Grantee to provide Cable

Service.

D. This Franchise is non-exclusive and does not prohibit City from entering into other agreements, including other franchises, impacting the Franchise Area, unless City determines that entering into such agreements interferes with Grantee's rights set forth herein. The City expressly reserves the right to grant franchises, licenses, permits or other rights to other Persons, as well as the right in its own name as a municipality, to use the Rights-of-Way for similar or different purposes allowed Grantee hereunder.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that City has or may hereafter acquire with respect to the Franchise Area or any other City roads, Rights-of-Way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, Grantee acknowledges its use of the all or the portion of the Franchise Area that is the subject of such proceeding shall have no value.

F. City reserves the right to change, regrade, relocate, abandon, or vacate any Right-of-Way within the Franchise Area. If, at any time during the term of this Franchise, City vacates any portion of the Franchise Area containing Grantee Facilities, City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

G. Grantee agrees that its use of Franchise Area shall at all times be subordinated to and subject to City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

H. To the extent authorized by law, this Franchise is subject to the general ordinance provisions of the City of Lake Stevens, affecting matters of general City concern and not merely existing contractual rights of Grantee, now in effect or hereafter made effective. Nothing in this Franchise shall be deemed to waive the requirements of the applicable codes and ordinances of the City regarding permits, fees to be paid or the manner of construction.

Section 2. Notices.

A. Written notices to the parties shall be sent by certified mail to the following addresses, unless a different address shall be designated in writing and delivered to the other party.

City: Lake Stevens
Attn: City Clerk
1812 Main Street
P.O. Box 257
Lake Stevens, WA 98258

Grantee: MCIMETRO ACCESS TRANSMISSION SERVICES CORP.
D/B/A VERIZON ACCESS TRANSMISSION SERVICES
Attn: Franchise Manager
600 Hidden Ridge
Mailcode: HQE02E102
Irving, TX 75038

with copies to: Verizon Business Network Services
(except for invoices) 1320 North Courthouse Road, Suite 900
Arlington, VA 22201
ATTN: Vice President and Deputy General Counsel, Network & Technology

B. Any changes to the Grantee's information shall be sent to City's Public Works Director or Designee, with copies to the City Clerk, referencing the title of this agreement.

C. The Grantee's voice numbers shall be staffed at least during normal business hours, Pacific time zone.

Section 3. Term of Franchise.

A. This Franchise shall run for a period of ten (10) years, from the date of execution specified in Section 5, unless terminated sooner as provided herein.

B. If the Parties fail to formally renew this Franchise prior to the expiration of its term or any extension thereof, this Franchise shall automatically continue in full force and effect until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew this Franchise.

Section 4. Definitions.

For the purpose of this Franchise:

"Affiliate" means, with respect to any Person, any other Person controlling, controlled by or under common control with such Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Cable Service" means cable service as defined in 47 U.S.C. § 522(7).

"Communications System" means the Grantee's network distribution system constructed and operated within, above or below the Rights of Way including all fiber optics, wires, cables, ducts, conduits, vaults, poles, anchors, cabinets, fixtures, transformers, and further including other types of facilities necessary or convenient for providing Network Telecommunications Service or Telecommunications Infrastructure Services.

"Emergency" means a condition of imminent danger to the health, safety and welfare of persons or property located within City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

"Force Majeure Event" means any strike, lockout, labor trouble, inability to procure materials, power failure, riot, insurrection, storm, hurricane, flood, earthquake or other natural disaster or acts of God, terrorism, war or other reason which is not the fault of or is beyond the reasonable control of either the City or Grantee.

"Facility" or "Grantee Facility" (pluralized as "Facilities" or "Grantee Facilities") means any one or more tangible components of the Communications System.

"Grantee Services" means Network Telephone Service and Telecommunications Infrastructure Services.

Hazardous Substances" means pollutants or substances now or hereafter defined as "hazardous waste", "hazardous substances", "hazardous materials", "pollutants", "contaminates", or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of 1986 (PL 99-499); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*; the Resource Conservation and Recovery Act, 15 U.S.C. Section 2601, *et seq.*; the Resource Conversation and Recovery Act of 1976, as amended, 42 U.S.C. Section 1601, *et seq.*; the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*; the Washington State Environmental Policy Act, RCW 90.48.010, *et seq.*; the Water Pollution Control Act, RCW 90.48.010, *et seq.*; the Hazardous Waste Management Statute, RCW 90.105, *et seq.*; the Toxic Substance Control Act, RCW 70.105C, *et seq.*; and the Model Toxics Control Act, RCW 70.105C, *et seq.*; and in the rules or regulations adopted and guidelines promulgated pursuant to said laws and shall also include petroleum, oil and petroleum by-products.

"Maintenance" or "Maintain" means examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

"Network Telecommunications Service" means service provided by Grantee, or a specified set of user-information transfer capabilities provided to a group of users over Grantee's telecommunications system.

"Person" means any individual, sole proprietorship, partnership, association, corporation or other form of organization authorized to do business in the State of Washington, and includes any natural person, and any governmental entity.

"Relocation" means permanent movement of Grantee Facilities required by City, and not temporary or incidental movement of such facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

“Right-of-Way” (pluralized as “Rights-of-Way”) means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-way and similar public properties and areas used by the general public, to the extent the City has the right to allow the Grantee to use them. The term does not include real property and leaseholds.

“State” means the State of Washington.

“Street Excavation Permit” means that permit as described in Chapter 14.56 of the Lake Stevens Municipal Code.

“Network Telephone Service” has the same meaning as “Network telephone service” as defined under RCW 82.16.010 (2013).

“Telecommunications Infrastructure Services” means the provision of telecommunications capacity or dark fiber by Grantee using Grantee Facilities in the Rights-of-Way, but does not include activities excluded from the definition of “Network telephone service” under RCW 82.16.10 other than the provision of “Competitive telephone service” as defined in RCW 82.16.10.

Section 5. Acceptance of Franchise.

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk the Statement of Acceptance, attached hereto as Exhibit A (the “Franchise Acceptance”). The date that the Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.

B. Should Grantee fail to file the Franchise Acceptance with the City Clerk within 60 days after the effective date, this Franchise will automatically terminate and shall be null and void.

Section 6. Construction and Maintenance.

A. Grantee shall apply for, obtain, and comply with the terms of permits required under Title 12 of the Lake Stevens Municipal Code, for any work done on Grantee Facilities within City right-of-way or public land. Grantee shall comply with all applicable City, State, and federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner consistent with the standards of the telecommunications industry.

B. Grantee agrees to use commercially reasonable efforts to coordinate its activities with City and all other utilities located within the Franchise Area.

C. City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the Franchise Area and may from time to time, pursuant to the applicable

sections of this Franchise, require the removal, Relocation and/or replacement thereof in the public interest and safety at the expense of Grantee.

D. Before commencing any work within the Franchise Area, Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

E. Upon prior written approval of City and in accordance with City ordinances, Grantee shall have the authority (but not the obligation) to reasonably trim trees upon and overhanging streets, Public Ways and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with Grantee Facilities. Except in emergencies, Grantee may not prune trees at a point below 30 feet above sidewalk grade until seven (7) calendar days after written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant shall have one week from receipt of notice to have such trees pruned by a qualified line clearance arborist at his or her own expense in accordance with Grantee's standards for reliable utility service, provided that the owner or occupant agrees to use tree pruning personnel that are qualified to work in close proximity to power lines. If the owner or occupant fails to do so in compliance with the notice, Grantee may prune such tree at its expense. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, City may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit.

F. Nothing in this Franchise shall be construed to prevent the City from constructing sewers, its own fiber optic system, grading, paving, repairing and/or altering any Street; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to injure or prevent the unrestricted use, access and operation of the Grantee's System under this Franchise. However, if any portion of the Grantee's System interferes with the construction or repair of any street or public improvement, including construction, repair or removal of a sewer or water main, the City may direct Grantee to relocate as provided in Section 11.

G. Grantee shall comply with all applicable state and federal laws, statutes, regulations and orders concerning Hazardous Substances relating to its System and Facilities in the Rights-of-Way. If Grantee releases or causes the release of a material amount of any Hazardous Substances in the course of Grantee's work on its Facilities in the Rights-of-Way, Grantee shall immediately proceed to remove and remediate such release, in accordance with, and only to the extent required by, all applicable state and federal laws, any Hazardous Substances in the Rights-of-Way directly attributable to or caused by Grantee's Facilities or the acts or omissions of Grantee. Nothing in this Franchise transfers or is intended to transfer any liability to the City for removal or remediation of any such Hazardous Substances in the Rights-of-Way.

H. Grantee expressly acknowledges and agrees, by acceptance of this Franchise, that Facilities that are in Rights-of-Ways which are subsequently acquired by the Grantee and which (if acquired prior to this original Franchise grant) would have been subject to this Franchise and the permitting authority related thereto shall be subject to the provisions of this Franchise and all permits related thereto.

I. The City may require that Grantee, when constructing, relocating, or placing ducts or conduits in rights-of-way, provide the City with additional duct or conduit and related structures necessary to access the conduit. In the event City requests additional duct, conduit, and related structures necessary to access the conduit, City and Grantee agree that:

1. The terms and conditions under which additional ducts and/or conduits shall be provided shall be consistent with RCW 35.99.070; and

2. The City and Grantee agree the requested additional duct or conduit space and related access structures may be used by the City to provide telecommunications or Cable Service in accordance with applicable law; and

3. The City shall be responsible for maintaining its respective cable, conduit and Fiber Optic cable buried in Grantee's trenches and bores under this paragraph.

Section 7. Repair and Emergency Work.

In the event of an Emergency, Grantee may commence such repair and Emergency response work as required under the circumstances, provided that Grantee shall notify the Public Works Director or Designee in writing as promptly as possible, before such repair or Emergency work commences, or as soon thereafter as possible, if advance notice is not practical. Grantee may immediately initiate such emergency repairs, and shall apply for appropriate permits as soon as possible, not to exceed two (2) business days following discovery of the emergency. Grantee must comply with all ordinance provisions relating to such excavations or construction, including the payment of permit fees. City may act, at any time, without prior written notice in the case of Emergency, but shall notify Grantee in writing as promptly as possible under the circumstances.

Section 8. Damages to City and Third-Party Property.

Grantee agrees that should any of its actions under this Franchise materially impair or damage any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property to a safe condition. Such repair work shall be performed and completed to the reasonable satisfaction of the Public Works Director or Designee.

Section 9. Location Preference.

A. Any structure, equipment, appurtenance or tangible property of a utility, other than Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's

application for a permit to construct Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to Grantee Facilities. However, to the extent that Grantee Facilities are completed and installed prior to another utility's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then Grantee Facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or Right-of-Way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require Relocation. This Section shall not apply to any City facilities or utilities that may in the future require the Relocation of Grantee Facilities. Such Relocations shall be governed by Section 11.

B. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City or special purpose district water facilities and ten (10) feet from above-ground City or special purpose district water facilities; provided, that for development of new areas, City, together with Grantee and other utility purveyors or authorized users of Rights-of-Way, will develop and follow the Public Works Director or Designee's determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise.

C. The City retains the authority to require that Grantee's Facilities are installed and maintained within the right-of-way in such a manner and at such points so as not to inconvenience the public use of the Right-of-Way or to adversely affect the public health, safety, and welfare.

Section 10. Grantee Information.

A. Grantee agrees to supply, at no cost to City, any information reasonably requested of the Director of Public Works to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under State law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within City. Said information may be requested either in hard copy and/or electronic format, if reasonably possible in a format compatible with City's database system, as now or hereinafter existing, including City's geographic information Service (GIS) data base. Grantee shall use its commercially reasonable efforts to keep the Public Works Director or Designee informed of its long-range plans for coordination with City's long-range plans.

B. The parties understand that Washington law limits the ability of City to shield from public disclosure any information given to City. Accordingly, the parties agree to work together to avoid disclosures of information which would result in economic loss or damage to Grantee because of mandatory disclosure requirements to third persons. Grantee shall indemnify and hold harmless City for any loss or liability for costs for attorneys' fees because of non-disclosures requested by Grantee under Washington's open public records law, provided reasonable notice and opportunity to defend was given to Grantee or Grantee is made aware of the pending of a request or claim.

Section 11. Relocation of Grantee Facilities.

A. Except as otherwise so required by law, Grantee agrees to Relocate, remove, or reroute its facilities as ordered by the Public Works Director or Designee at no expense or liability to City, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety, and in accordance with Chapter 35.99 RCW. Any determination to require the Relocation of Grantee Facilities shall be made in a reasonable, uniform and non-discriminatory manner. Any City funds used to reimburse costs incurred by any Person in connection with any relocation shall be allocated in a reasonable, uniform and non-discriminatory manner. Pursuant to the provisions of Section 14, Grantee agrees to protect and save harmless City from any customer or third-party claims for service interruption or other losses in connection with any such change, Relocation, abandonment, or vacation of Rights-Of-Way.

B. The City shall notify the Grantee as soon as practicable of the need for relocation and shall specify the date by which relocation shall be completed. In calculating the date that relocation must be completed, the City shall consult with the Grantee and other affected service providers and consider the extent of facilities to be relocated, the services requirements, and the construction sequence for the relocation, within the City's overall project construction sequence and constraints, to safely complete the relocation. If after receiving the Public Works Director or Designee's relocation schedule, Grantee identifies in writing that the work associated with relocating Grantee's Facilities will be of such size or scope that Grantee believes that it is probable that Grantee will not be able to complete the work within the schedule, Grantee may request a meeting with the Public Works Director or Designee to discuss whether modification of the relocation schedule, alternate construction methods or alternate locations are reasonably possible given other project constraints. The Public Works Director or Designee will consider Grantee's safety, reliability and cost concerns while considering potential effects on project schedules, project budget and any other relevant matters. However, the Public Works Director or Designee will retain full authority and discretion to make any final decisions regarding any modifications to the relocation schedule, based upon the Public Works Director or Designee's consideration of the total circumstances of the project schedule.

The City shall provide the Grantee with the standard written notice given under the circumstances to other licensees. Should Grantee fail to remove or relocate any such Facilities by the date established by the Public Works Director or Designee's schedule, provided Grantee could have reasonably performed its work by such date and a Force Majeure Event has not occurred, the City may cause and/or effect such removal or relocation by qualified workers and the expense thereof shall be paid by Grantee, including all direct, indirect and/or consequential costs and expenses incurred by the City due to Grantee's delay (however payment by Grantee shall in no way limit Grantee's right, if any, to seek reimbursement for such costs from any third-party). If the City requires Grantee to relocate its Facilities located within the Rights-of-Way, the City will make a reasonable effort to provide Grantee with an alternate location for its Facilities within the Rights-of-Way, or if an alternate location is unavailable, will make the City's project management personnel available to meet with affected property owners and explain City project

needs in support of Grantee's efforts to secure an alternate location on private property.

C. If a readjustment or Relocation of Grantee Facilities is necessitated by a request from a Person other than City in the case of City Rights-of-Way, or the request of the State of Washington Department of Transportation in the case of any state highway situated within the City, that party shall pay Grantee the actual costs thereof.

Section 12. Abandonment and or Removal of Grantee Facilities.

A. If Grantee intends to discontinue using Facilities of its System within all or part of a particular portion of the Rights-of-Way and does not intend to use said Facilities again in the future, Grantee shall submit to the City Public Works Director a notice describing the structures or other Facilities and the date on which the Grantee intends to discontinue using such Facilities. Within one hundred and eighty days (180) of Grantee's permanent cessation of use of Grantee Facilities, or any portion thereof, Grantee shall, at City's discretion, either abandon in place or remove the affected facilities.

B. The parties expressly agree that this Section shall survive the expiration, revocation or termination of this Franchise.

Section 13. Undergrounding.

A. The parties agree that this Franchise does not limit City's authority under federal law, State law, or local ordinance, to require the undergrounding of utilities.

B. Whenever City requires the undergrounding of aerial utilities in the Franchise Area, Grantee shall underground Grantee Facilities in the manner specified by the Public Works Director or Designee at no expense or liability to City, except as may be required by RCW Chapter 35.99. Where other utilities are present and involved in the undergrounding project, Grantee shall be required to pay only its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility facilities being undergrounded.

Section 14. Indemnification and Hold Harmless.

A. Grantee shall defend, indemnify, and hold City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with the performance of this Franchise, except to the extent such costs, claims, injuries, damages, losses, suits, or liabilities are caused by the negligence or misconduct pursuant to RCW 4.24.115.

C. Grantee acknowledges that neither City nor any other public agency with

responsibility for firefighting, Emergency rescue, public safety or similar duties within City has the capability to provide trench, close trench or confined space rescue. Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. Grantee shall hold City harmless from any liability arising out of or in connection with any damage or loss to Grantee for City's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), Grantee shall indemnify City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on City's failure or inability to provide such services.

D. Acceptance by City of any work performed by Grantee shall not be grounds for avoidance of this section.

E. Grantee also hereby agrees to indemnify the City, its officers, agents and employees, for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly or indirectly, from Grantee's failure to remove, adjust or relocate any of its System with all related Facilities in the Rights of Way in a timely manner in accordance with a reasonable relocation schedule furnished to Grantee by the Public Works Director or Designee in writing as provided in Section 11, except to the extent that Grantee's failure is caused by the City's sole negligence or willful misconduct, or a Force Majeure event as described in Section 26.

F. Grantee agrees to forever indemnify the City, its officers, agents and employees, from and against any claims, costs and expenses of any kind, whether direct or indirect, or pursuant to any state or federal law statute, regulation or order, for the removal or remediation of any leaks, spills, contamination or residues of Hazardous Substances, arising from or due to acts of Grantee concerning Facilities in the Rights-Of-Way.

Section 15. Insurance.

A. Grantee shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work operations or activities, including completed operations, performed by or on Grantee's behalf with the issuance of this Franchise. Grantee shall obtain and maintain insurance in the amounts and types set forth 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 at least as broad coverage with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident including contractual liability.

2. Commercial General Liability insurance written on Insurance Services Office (ISO) occurrence form CG 00 01, or coverage at least as broad, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate including \$2,000,000 products-completed operations aggregate limit. Coverage shall cover liability arising from premises-operations, independent contractors, products-completed operations, stop gap liability, and

personal injury and advertising injury and liability assumed under an insured contract. City shall be included as an additional insured under Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured form -State or Political Subdivisions-Permits CG 20 12 or coverage at least as broad.

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

B. Grantee's insurance coverage shall be primary insurance as respects City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be in excess of Grantee's insurance and shall not contribute with it.

C. On an annual basis, Grantee shall furnish City with certificates of the foregoing insurance coverage or a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement.

D. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by City. Grantee's self-insurance shall provide at least the same amount and scope of coverage for the Grantee and the City, its officers and employees, as otherwise required under Section 15(A). The adequacy of such self-insurance shall be subject to the City Attorney's review and approval. Upon Grantee's election to provide self-insurance coverage, any failure by the Grantee to maintain adequate self-insurance shall be cause for the City to declare a revocation of this Franchise under and subject to Section 23.

E. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy to which City is otherwise entitled at law or in equity.

Section 16. Performance Security.

Grantee shall provide City with a surety performance bond with a penal sum of not less than Fifty Thousand Dollars (\$50,000) running or renewable for the term of this Franchise, in a form and substance reasonably acceptable to City conditioned such that the Grantee shall well and truly observe, fulfill, and perform each term and condition of this Franchise. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise following notice and a reasonable opportunity to cure, then there shall be recovered jointly and severally from the principal and any surety of such surety bond any damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit Grantee's liability to the guarantee amount, or otherwise limit City's recourse to any remedy to which City is otherwise entitled at law or in equity. Grantee shall pay all premiums charged for the bond, and shall keep the bond

in full force and effect at all times throughout the term of the Franchise, including, if necessary, the time required for removal of all of Grantee's System installed in the Rights-of-Way. The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire without thirty (30) days prior written notice first being given to the City Finance Director. The bond shall be reviewed and approved as to form by the City Attorney, and such approval shall not be unreasonably withheld.

B. During all times when Grantee is performing any construction work in, over, or under any Right of Way requiring a Street Excavation Permit, Grantee shall post a faithful performance bond running to the City, as is required for Street opening permits, and in accordance with the provisions of Chapter 14.56 of the Lake Stevens Municipal Code. Grantee shall pay all premiums or other costs associated with maintaining the bond, and shall keep the same in full force and effect at all times during the construction work.

Section 17. Successors and Assignees.

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of Grantee, and all rights and privileges, as well as all obligations and liabilities of Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever Grantee is mentioned.

B. This Franchise shall not be leased, assigned or otherwise alienated, except to an Affiliate of Grantee, without the express consent of City by ordinance or resolution, which approval shall not be unreasonably withheld. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral.

C. Grantee and any proposed assignee or transferee shall provide and certify the following to City not less than sixty (60) days prior to the proposed date of transfer: (a) complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (b) all information required by City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) an application fee which shall be set by City, plus any other costs actually and reasonably incurred by City in processing, and investigating the proposed assignment or transfer.

D. Prior to City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed assignee or transferee shall file with City a written promise to unconditionally accept all terms of this Franchise, effective upon such transfer or assignment of this Franchise. City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution.

A. In the event of a dispute between City and Grantee arising by reason of this

Franchise, the dispute shall first be referred to the operational officers or representatives designated by Grantor and Grantee to have oversight over the administration of this Franchise. The officers or representatives shall meet within thirty (30) calendar days of either party's written request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State of Washington, exclusive of its choice of law provisions. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Franchise, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington. The substantially prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

Section 19. Enforcement and Remedies.

A. If Grantee shall violate, or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Grantee under the provisions of this Franchise, City may shall provide Grantee with written notice specifying with reasonable particularity the nature of any such breach and Grantee shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If City reasonably determines the breach cannot be cured within (30) thirty days, City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or Grantee does not comply with the specified conditions, City may, at its discretion, either (1) revoke this Franchise with no further notification, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) against the financial guarantee set forth in Section 16. Grantee shall be entitled to avail itself of any and all due process rights available under federal, state or local law.

B. Should City determine that Grantee is acting beyond the scope of permission granted herein for Grantee Facilities and Grantee Services, City reserves the right to cancel this Franchise and require Grantee to apply, pay for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease such actions.

Section 20. Compliance with Laws and Regulations.

A. This Franchise is subject to, and Grantee shall comply with all applicable federal and state or City laws, regulations and policies (including all applicable elements of City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. Furthermore, notwithstanding any other terms hereof to the contrary, Grantee shall be subject to the police power of City to adopt and enforce general ordinances

necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to Right-of-Way regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, City may enact the proposed amendment, by incorporating Grantee's concerns to the maximum extent City deems possible.

Section 21. License, Tax, Charges and Consideration.

A. This Franchise shall not exempt Grantee from any future license, tax, or charge which City may hereinafter adopt pursuant to authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area. Nothing in this Franchise is intended to alter, amend or modify the taxes and fees that may be lawfully assessed on Grantee's business activities under applicable law.

B. As consideration for this Franchise, and consistent with RCW 35.21.860, Grantee understands that portions of its business may be subject to a City utility tax not to exceed six percent (6%) on those revenues derived from Grantee's provision of Telecommunications Infrastructure Services (net of bad debt or other uncollectable amounts) in the City, or an amount equivalent to the amount due under such a tax.

Section 22. Consequential Damages Limitation.

Notwithstanding any other provision of this Franchise, in no event shall either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

Section 23. Termination.

A. This Franchise may be terminated upon a default hereof as provided in this Franchise, subject to the cure period set forth in this section. A termination of this Franchise because of Grantee's default shall not prejudice any other remedy for breach of contract, damages, nonpayment or otherwise which the City has under this Franchise or under law. Grantee shall be entitled to avail itself of any and all due process rights available under federal, state or local law.

B. Grantee shall be in default under this Franchise upon the occurrence of any of the

following events:

1. Grantee's failure to pay reimbursements for City-incurred costs relating to this Franchise or the Fees or any other payments required hereunder when due, and such failure continues for twenty (20) days after written notice is given to Grantee identifying the alleged failure with reasonable specificity, provided that the City shall not be required to give written notice concerning failure to pay amounts due more than twice during any twelve Month period. After notice has been given twice during any twelve Month period, Grantee shall be deemed in default, without the requirement of notice and the opportunity to cure, for any subsequent failure to pay amounts due hereunder during the same twelve Month period if such failure continues for 30 days after the same becomes due.

2. Upon Grantee's failure to perform any other obligation under this Franchise or cure any failure of performance within thirty days after written notice of such failure or demand for cure, both of which must identify the alleged failure with reasonable specificity, is given by the City to Grantee (or, if such failure of performance is not curable within thirty days in the reasonable determination of City, if the defaulting party fails to commence such cure within thirty days and fails to thereafter diligently pursue such cure to completion).

3. Grantee becomes insolvent, liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for the relief of debtors, or initiates any proceeding seeking protection from its creditors.

Section 24. Severability.

Each term and condition of this Franchise is an integral part of the consideration given by each party and as such, the terms and conditions of this Franchise are not severable. If any section, sentence, clause or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, the City and Grantee will engage in good faith negotiations to agree on replacement terms, and this Franchise shall terminate unless suitable replacement terms can be agreed to by the parties.

Section 25. Titles.

The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

Section 26. Force Majeure Events.

If either party is delayed from performing an obligation hereunder because of a Force Majeure Event, then performance of the obligation will be excused for the period of the delay. The occurrence of a force majeure event shall not alter or impair any of the provisions concerning Grantee's insurance requirements as provided in this Franchise.

Section 27. Effective Date and Publication.

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

ADOPTED AND APPROVED this _____ day of _____, 2017.

CITY OF LAKE STEVENS

John Spencer, Mayor

ATTEST:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First Reading: June 27, 2107

Second and Final Reading: July 11, 2017

Published: _____

Effective Date: _____

EXHIBIT "A"

STATEMENT OF ACCEPTANCE

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

**MCIMETRO ACCESS TRANSMISSION SERVICES CORP.
D/B/A VERIZON ACCESS TRANSMISSION SERVICES**

By: _____ Date: _____

Name: _____

Title: _____

STATE OF TEXAS)
)ss.
COUNTY OF DALLAS)

On this ____ day of _____, 2017, before me the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared, _____, the _____ of MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services , the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

Signature

NOTARY PUBLIC in and for the State of Texas,
residing at _____

My Commission Expires: _____



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: July 11, 2017

Subject: Stevens Ridge Estates Final Plat LUA2017-0104

Contact	Melissa Place, Planning &	Budget	none
Person/Department:	<u>Community Development</u>	Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. **ACTION: Hold a public meeting for acceptance of the proposed Stevens Ridge Estates Final Plat (LUA2017-0104)**
2. **MOTION: Accept the Proposed Stevens Ridge Estates Final Plat and Road Dedication (portions of West Davies Loop Road).**

SUMMARY: Public meeting and City Council acceptance of the Stevens Ridge Estates final plat and associated right-of-way dedication – a proposed 12 lot subdivision.

BACKGROUND/HISTORY:

Final Plats are Type V Quasi-Judicial decisions per Table 14.16A-I. City Council accepts final plats, following a public meeting and dedication of right-of-way, when the subdivision's proponent has met municipal requirements for preliminary plats (Chapter 14.18 LSMC), completed applicable conditions of approval and met the requirements of Chapter 58.17 RCW.

Scott Borgeson, on behalf of Stevens Ridge Estates, LLC has submitted a final subdivision application to subdivide a 3.47-acre property, located off West Davies Loop Road, into 12 residential lots. Snohomish County issued an environmental determination of non-significance on May 17, 2007 and issued preliminary approval for this project on July 13, 2007. The applicant has constructed or financially secured or will provide additional securities for the required public improvements.

CONCLUSIONS: Lake Stevens Planning and Community Development have prepared a recommendation (**Attachment 1** with Exhibits) for City Council's review and consideration with the following conclusions based on findings of fact:

1. The city has confirmed that all required public improvements for subdivision approval have been installed, have been financially secured, or additional securities will be provided as approved by the Public Works Department and Planning and Community Development.
2. The proposed subdivision documents submitted to the city of Lake Stevens meet all requirements of the Preliminary Plat Approval issued by Snohomish County and the city's standards for Final Plat Approval.
3. The record of survey and preliminary plat address existing encroachments.
4. The subdivision, as proposed, is consistent with all applicable requirements, permit processing procedures, and other applicable codes.

RECOMMENDATION & CONDITIONS

Lake Stevens Planning and Community Development recommends that City Council **APPROVE** the proposed Final Plat (LUA2017-0104), subject to the following conditions:

1. The City shall retain the final plat map signed by the City Council for a period not to exceed twelve (12) months, until either construction of the required plat improvements is completed to the satisfaction of the City and/or performance bonds are provided that are sufficient to cover the cost of installation of any improvements not yet completed.
2. Prior to the recording of the plat, the applicant shall submit a security with the City to cover all remaining public improvements and utilities as required by the preliminary subdivision approval.
3. The proponent or successor shall record the approved subdivision (final plat) as depicted in **Attachment 1 - Exhibit 2**. Slight modifications may be approved prior to recording.
4. All recording fees shall be the obligation of the subdivision proponent.
5. The proponent or successor shall provide conformed copies of the approved final plat to the city of Lake Stevens after recording with Snohomish County.
6. The proponent or successor must comply with any federal, state, or local statutes, ordinances, or regulations applicable to this project. Failure to meet or maintain strict compliance with these regulations and conditions shall be grounds for revocation of this permit.

APPLICABLE CITY POLICIES: Lake Stevens Municipal Code Chapter 14.16B LSMC, Part V – Type V Review - Quasi-Judicial, City Council Decisions

BUDGET IMPACT: None

ATTACHMENTS:

1. Staff Recommendation with Exhibits



ATTACHMENT 1

Planning and Community Development Type V Permit: Final Plat

Stevens Ridge Estates

LUA2017-0104

A. PROJECT DESCRIPTION AND REQUEST

Scott Borgeson, on behalf of Stevens Ridge Estates, LLC has submitted a final subdivision application to subdivide a 3.47-acre property, located off West Davies Loop Road, into 12 residential lots. Snohomish County issued an environmental mitigated determination of non-significance on May 17, 2007 and issued preliminary approval for this project on July 13, 2007. The applicant has constructed or financially secured or will provide additional securities for the required public improvements. Final subdivisions are Type V applications subject to public notice and acceptance by the City Council following a public meeting.

B. GENERAL INFORMATION

1. Property Owner: Stevens Ridge Estates, LLC
2. Contact Person: Scott Borgeson
3. Property Location: 502 West Davies Loop Road in Lake Stevens, WA
4. Project Area: 3.47 acres
5. Comprehensive Plan Land Use Designations, Zoning Designation and Existing Land Uses of the Site and Surrounding Area:

AREA	LAND USE DESIGNATION	ZONING	EXISTING USE
Project Site	Medium Density Residential	Suburban Residential	Single-family Residential
North of Site	Medium Density Residential	Suburban Residential	Single-family Residential
East of Site	Medium Density Residential/ Waterfront Residential	Suburban Residential/ Waterfront Residential	West Davies Loop Rd and Single-family Residential
South of Site	Medium Density Residential	Suburban Residential	Single-family Residential and Undeveloped
West of Site	Medium Density Residential	High Urban Residential	Multi-family Residential

6. Public Utilities and Services Provided by:

UTILITY	PROVIDER	UTILITY	PROVIDER
Water:	Snohomish County PUD	Gas:	Puget Sound Energy
Sewer:	Lake Stevens Sewer District	Cable TV:	Comcast
Garbage:	Allied Waste/Waste Management	Police:	City of Lake Stevens
Storm Water:	City of Lake Stevens	Fire:	Lake Stevens Fire District
Telephone:	Frontier	School:	Lake Stevens School District
Electricity:	Snohomish County PUD	Hospital:	Providence Hospital

C. ENVIRONMENTAL REVIEW

Snohomish County issued a determination of non-significance on May 17, 2007.

D. FINDINGS OF FACT

1. Application Process: The city of Lake Stevens received a final plat application on June 8, 2017 (**Exhibit 1**) associated materials (e.g., submittal letter, title report, closing calculations) and a final plat map (**Exhibit 2**) for the Stevens Ridge Estates Subdivision. City staff issued a Notice of Public Meeting for the project on or around July 1, 2017 (**Exhibit 3**). City staff mailed the notice to property owners within 300 feet, posted the subject property, and posted at City Hall.

This staff report meets the requirements of LSMC 14.16B.535 as the written recommendation to the City Council for decision.

2. Density and Dimensional Standards: Density and dimensional standard review was completed during preliminary plat approval by Snohomish County and subsequent minor revisions by the city. The city has confirmed the proposed final plat complies with the preliminary plat approval.
 - a. The current survey (**Exhibit 2**) shows two fence encroachments from the Mitchell and Oates properties onto the Stevens Ridge Estates plat. Stevens Ridge Estates proposes to establish two tracts (Tract A and B) as future conveyance tracts to the owners of the adjoining properties to address the encroachments.
3. Stormwater Management: Stormwater impacts were reviewed during preliminary plat approval and construction plan approval. The applicant will provide financial securities for any incomplete or remaining public stormwater items in addition to maintenance securities for public road improvements.
4. Traffic Impacts: Snohomish County reviewed the initial traffic impacts for this project during preliminary plat approval. As the city of Lake Stevens is now the permitting authority and responsible for determining consistency with prior land use decisions and verifying concurrency, the Planning and Community Director and Public Works Director have determined that payment of traffic impact fees will be paid under the city's traffic impact fee program per Chapter 14.120 LSMC to the city of Lake Stevens and will fulfill the intent of the Hearing Examiner's Condition.
5. Public Roads and Frontage Improvements: Access to new lots within the subdivision will be from a new public road, constructed to applicable Snohomish County standards. New roads and required frontage improvements will be constructed to the approved plans. The proponent will dedicate the new internal road and approximately 10.25 feet along West Davies Loop Road to the city. The applicant will provide financial securities for any incomplete public road items.
6. Utilities: Public utilities will be installed to serve all of the proposed lots in the proposed subdivision. The Snohomish County PUD (water and electricity) and Lake Stevens Sewer District have granted approval for the utility improvements.

7. Fire Department Review: The Fire Marshall for the Lake Stevens Fire District has reviewed the proposed subdivision and approved the design as shown on the final plat drawings.
8. Impact Fees: Impact fees for schools, parks and traffic are required for the lots in the proposed subdivision and were defined in the preliminary plat approval or as revised and shall be collected at the time of building permit issuance.
9. Public Comment: The city received one written public comment on the project citing concerns over lack of installation of improvements and/or financial securities for the plat prior to final approval (**Exhibit 5**).

E. CONCLUSIONS

1. The city has confirmed that all required public improvements for subdivision approval have been installed, have been financially secured, or additional securities will be provided as approved by the Public Works Department and Planning and Community Development.
2. The proposed subdivision documents submitted to the city of Lake Stevens meet all requirements of the Preliminary Plat Approval issued by Snohomish County and the city's standards for Final Plat Approval.
3. The preliminary plat map addresses existing encroachments.
4. The subdivision, as proposed, is consistent with all applicable requirements, permit processing procedures, and other applicable codes.

F. RECOMMENDATION & CONDITIONS

The Planning and Community Development Department recommends **APPROVAL**, of the Final Plat for Stevens Ridge Estates, **subject to the listed conditions**:

1. The City shall retain the final plat map signed by the City Council for a period not to exceed twelve (12) months, until either construction of the required plat improvements is completed to the satisfaction of the City and/or performance bonds are provided that are sufficient to cover the cost of installation of any improvements not yet completed.
2. Prior to the recording of the plat, the applicant shall submit a security with the City to cover all remaining public improvements and utilities as required by the preliminary subdivision approval.
3. The proponent or successor shall record the approved subdivision (final plat) as depicted in **Exhibit 2**. Slight modifications may be approved prior to recording.
4. All recording fees shall be the obligation of the subdivision proponent.
5. The proponent or successor shall provide conformed copies of the approved final plat to the city of Lake Stevens after recording with Snohomish County.

6. The proponent or successor must comply with any federal, state, or local statutes, ordinances, or regulations applicable to this project. Failure to meet or maintain strict compliance with these regulations and conditions shall be grounds for revocation of this permit.

G. APPEALS

Per LSMC 14.16B.740, to appeal the Council's decision parties of record must file an appeal application, with all required fees, within 14 days of the date of issuance of this permit. An appeal of this decision would be heard by the Snohomish County Superior Court.

H. EXHIBITS

1. Final Plat Application received June 8, 2017
2. Final Plat of Stevens Ridge Estates
3. Notice of Public Meeting
4. Affidavit of Notice of Public Meeting
5. Public Comment



July 6, 2017

Melissa Place, *Senior Planner*

Date

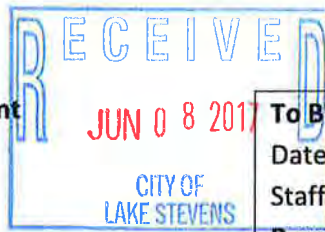
Distributed to the Following Parties:

1. Lake Stevens City Council
2. Scott Borgeson
3. Parties of Record



EXHIBIT 1

Planning and Community Development
1812 Main Street, P O Box 257
Lake Stevens WA 98258
Phone Number (425) 377-3235



FILE COPY

To Be Completed By Staff

Date of Application: _____

Staff Initials: _____

Permit Number: LUA 2017-0104

TYPE IV, V AND VI - COUNCIL DECISIONS LAND USE DEVELOPMENT APPLICATION

CHECK ONE

TYPE IV – Quasi-judicial

- ☐ Essential Public Facility
- ☐ Planned Neighborhood Development
- ☐ Rezone – Site Specific Zoning Map Amendment
- ☐ Secure Community Transition Facility
- ☐ Type IV Other: _____

TYPE V – Quasi-judicial

- ☒ Final Plats
- ☐ Plat Alterations
- ☐ Plat Vacations
- ☐ Right-of-Way Vacations
- ☐ Type V Other: _____

TYPE VI – Legislative

- ☐ Comprehensive Plan Amendment, Map and Text
- ☐ Development Agreements
- ☐ Land Use Code Amendments
- ☐ Rezones – Area Wide Zoning Map Amendments
- ☐ Type VI Other: _____

ARE ANY LOWER LEVEL PERMITS REQUIRED? Yes ☐ No ☐ Describe: _____

Property Information	Site Address: 502 West Davies Loop Road, Lake Stevens, WA 98258			
	Assessor Parcel No: 00493301400202 00493301400205	Area of property	Square Feet: 151,116	Acres: 3.47
	Land Use Designation: UDR		Zoning: SR (City of L.S.), R-9600 (Sno. Co.)	
	Number of Buildings on Site/: 1		Number to be Retained: 1	
	Existing Impervious Surface Area: 15,000 SF		Proposed Impervious Surface Area: 61,000 SF	
Applicant	Name/Company: Scott Borgeson / Stevens Ridge Estates, LLC			
	Address: 11410 NE 124th St. #333		City/State/Zip: Kirkland / WA / 98034	
	Phone: (206) 790-3935		Applicants relationship to owner: Owner/Developer	
	Fax:		Email: scott@borgeson.us	
Primary Contact	Name/Company: same as above			
	Address:		City/State/Zip:	
	Phone:		Email:	
	Fax:			

Property Owner	Name/Company: same as above				
	Address:		City/State/Zip:		
	Phone:		Email:		
	Fax:				
Project Description	Grading Quantities		Cut: 5,000 C.Y.		Fill: 10,000 C.Y.
	Proposed project/land use (attach additional sheets if necessary): 12-lot single-family plat				
	Request for Final Plat approval for 12-lot subdivision, with one lot for the existing house that is to remain.				
Building Information	Gross Floor Area of Existing and Proposed Buildings: 1,900 (1 existing home), 33,000 +/- (11 proposed homes)				
	Bldg 1:	Bldg 2:	Bldg 3:	Bldg 4:	Bldg 5:
	Gross Floor Area by Use of Buildings (please describe use as well as floor area):				
	Use 1:				
	Use 2:				
	Use3:				
	Use4:				

You may not begin any activity based on this application until a decision, including the resolution of any appeal, has been made. Conditions or restrictions may be placed on your permit if it is approved. After the City has acted on your application, you will receive notice of the outcome. If an appeal is filed, you may not begin any work until the appeal is settled. You may also need approvals from other agencies; please check this before beginning any activity.

This application expires 180 days after the last date that additional information is requested (LSMC 14316A.245)

If you suspect that your site contains a stream or wetland or is adjacent to a lake, you may need a permit from the state or federal government.

I DECLARE UNDER PENALTY OF THE PERJURY LAWS THAT THE INFORMATION I HAVE PROVIDED ON THIS APPLICATION IS TRUE, CORRECT AND COMPLETE.


Signature of Property Owner/Agent

6/8/17
Date of Application

By affixing my signature I certify that I am the legal owner of the property for which this application is issued or an authorized agent of the owner.



To be completed by staff

Date of Application: _____

Staff Initials: _____

Permit Number: _____

STATEMENT OF OWNERSHIP/APPLICANT AUTHORITY

I certify or declare under penalty of perjury under the laws of the state of Washington that:

1. This application is authorized by the all the land owners with authority to bind the land/property;
2. That the developer is operating under the landowner's authority;
3. That the developer and/or landowner is either an individual or a duly formed and qualified corporation, partnership, or other legal entity; and
4. That the person signing all applications or other legal documents is authorized by the legal entity and/or landowner to do so; and
5. That the application and submittals are true and correct to the best of my information.

Applicant

Signature: Scott Borgeson

Name: 11410 NE 124th Street, #333

Address: Kirkland, WA 98034
(206) 790-3935

Phone: scott@borgeson.us

Email address: _____

Property Owner(s)

Signature: 

Name: Scott Borgeson

Address: 11410 NE 124th Street, #333
Kirkland, WA 98034

Phone: (206) 790-3935

Email address: scott@borgeson.us

Signature: _____

Name: _____

Address: _____

Phone: _____

Email address: _____

NOTE ON ENTERING PROPERTY

The City of Lake Stevens may enter onto the property, which is the subject of this application during the hours of 7:00 a.m. to 5:00 p.m., Monday – Friday, for the sole purpose of inspecting the limited area of the property, which is necessary to process this application. In the event the City determines that such an inspection is necessary during a different time or day, the City employees or agents will contact applicant verbally or in writing at least 24 hours before entering.

LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF THE NORTH 1/2 OF LOT 2, BLOCK 14, LAKE STEVENS SUMMER HOME TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 34, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 2 AND THE WEST MARGIN OF THE COUNTY ROAD; THENCE ALONG THE NORTH LINE OF LOT 2, S87°13'26"W A DISTANCE OF 859.80 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE OF SAID LOT 2, S01°07'25"W, A DISTANCE OF 215.67 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 THEREOF; THENCE ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT 2 N87°13'26"E, A DISTANCE OF 608.43 FEET TO A CORNER; THENCE N02°46'34"W A DISTANCE OF 127.49 FEET TO A CORNER; THENCE N87°13'26"E, A DISTANCE OF 231.57 FEET TO A CORNER IN THE WEST MARGIN OF THE COUNTY ROAD; THENCE ALONG SAID WEST MARGIN, N18°40'46"E, A DISTANCE OF 94.21 FEET TO THE POINT OF BEGINNING.

EXHIBIT 2

STEVENS RIDGE ESTATES

A PORTION OF THE NE 1/4 OF THE NW 1/4
SEC. 19, T. 29 N., R. 6 E., W.M. IN CITY OF LAKE STEVENS, SNOHOMISH COUNTY, WASHINGTON
CITY OF LAKE STEVENS FILE NO. LUA2017-0104

DEDICATION

KNOW ALL MEN (PERSONS) BY THESE PRESENTS THAT STEVENS RIDGE ESTATES, LLC, A WASHINGTON LIMITED LIABILITY CORPORATION, THE UNDERSIGNED OWNERS, IN FEE SIMPLE OF THE LAND HEREBY PLATTED DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND SEWER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT, AND THE USE FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC., SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC., SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHMENT, CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING AN ALTERATION TO THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

TRACTS 998 AND 999 ARE HEREBY GRANTED AND CONVEYED TO THE STEVENS RIDGE ESTATES HOMEOWNERS ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT GRANTED AND CONVEYED TO THE CITY OF LAKE STEVENS. OWNERSHIP AND MAINTENANCE OF SAID TRACTS CONSISTENT WITH CITY CODE SHALL BE THE RESPONSIBILITY OF THE HOA UNLESS AND UNTIL TRACT OWNERSHIP BY ALL LOTS WITHIN THIS SUBDIVISION IS AUTHORIZED PURSUANT TO A FINAL PLAT ALTERATION. USE OF SAID TRACTS IS RESTRICTED TO THAT SPECIFIED IN THE APPROVED FINAL PLAT. THE HOA AND THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION SHALL COMPLY WITH THOSE CITY REGULATIONS AND CONDITIONS OF FINAL SUBDIVISION APPROVAL SPECIFIED ON THE PLAT. THE HOA SHALL REMAIN IN EXISTENCE UNLESS AND UNTIL ALL LOTS WITHIN THIS SUBDIVISION HAVE DISSOLVED, THEN EACH LOT SHALL HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN THE TRACTS PREVIOUSLY OWNED BY THE HOA AS WELL AS RESPONSIBILITY FOR MAINTAINING THE TRACTS. MEMBERSHIP IN THE HOA AND PAYMENT OF DUES OR OTHER ASSESSMENTS FOR MAINTENANCE PURPOSES SHALL BE A REQUIREMENT OF LOT OWNERSHIP, AND SHALL REMAIN AN APPURTENANCE TO AND INSEPARABLE FROM EACH LOT. THIS COVENANT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HOA, THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION AND ALL OTHERS HAVING ANY INTEREST IN THE TRACTS OR LOTS.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS AND SEALS.

STEVENS RIDGE ESTATES, LLC

A WASHINGTON LIMITED LIABILITY COMPANY

BY: _____

BY: _____

ITS: _____

ITS: _____

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF _____ } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE STEVENS RIDGE ESTATES, LLC TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SUCH PARTY FOR THE USE AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____, 20____

SIGNATURE _____
PRINT NAME: _____

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

MY APPOINTMENT EXPIRES _____

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF _____ } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT, ON OATH STATED THAT (HE/SHE/THEY) WAS/WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF _____ TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SUCH PARTY FOR THE USE AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____, 20____

SIGNATURE _____
PRINT NAME: _____

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

MY APPOINTMENT EXPIRES _____

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PORTION OF THE NORTH 1/2 OF LOT 2, BLOCK 14, LAKE STEVENS SUMMER HOME TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 34, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE N02°46'34"W A DISTANCE OF 127.49 FEET TO A CORNER;
THENCE N87°13'26"E, A DISTANCE OF 231.57 FEET TO A CORNER IN THE WEST MARGIN OF THE COUNTY ROAD; THENCE ALONG SAID WEST MARGIN, N18°40'46"E, A DISTANCE OF 94.21 FEET TO THE POINT OF BEGINNING.

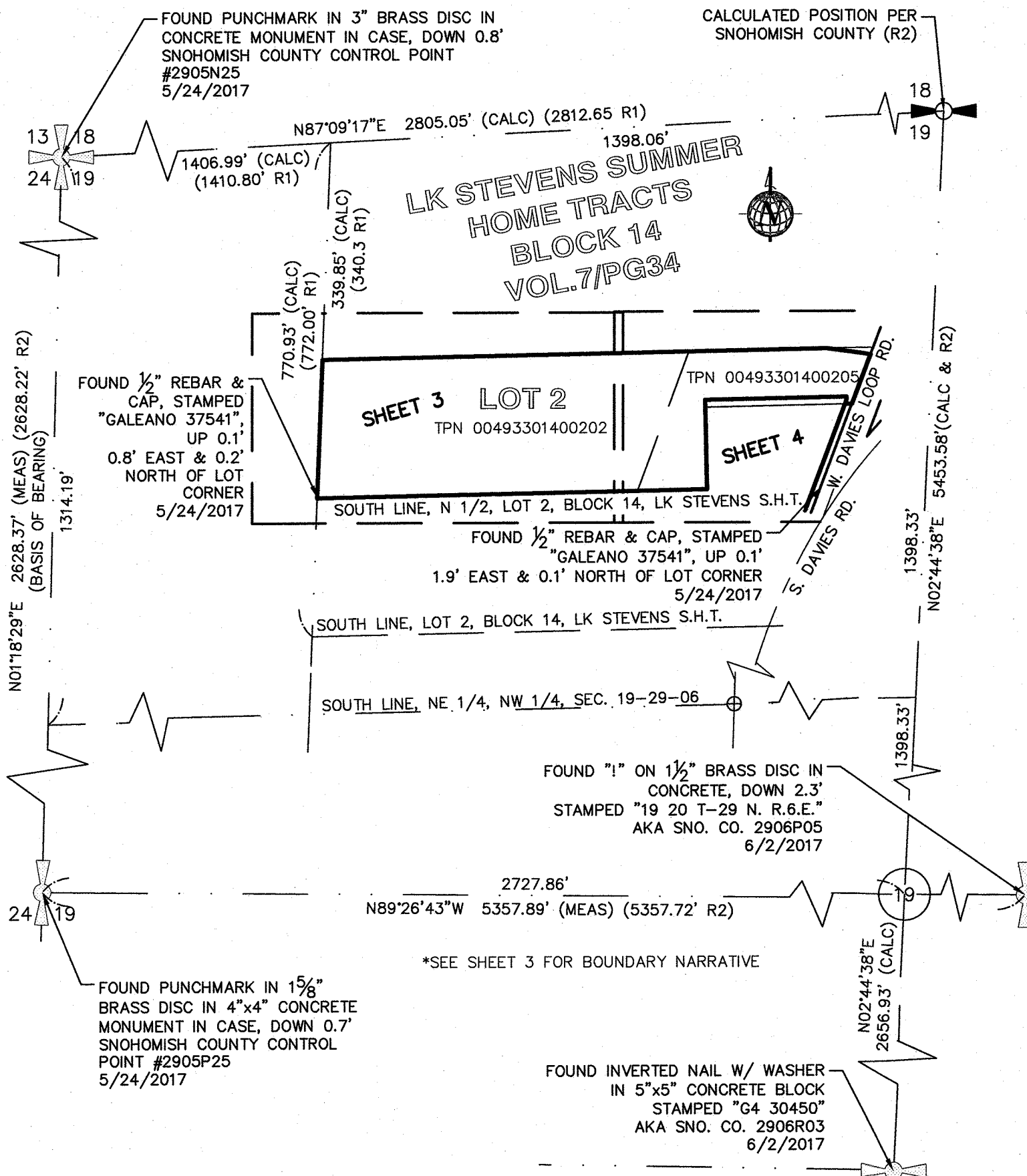
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PUBLIC PEDESTRIAN ACCESS EASEMENT PROVISION

AN EASEMENT IS HEREBY DEDICATED AND CONVEYED, UPON THE RECORDING OF THIS PLAT, TO THE CITY OF LAKE STEVENS, OVER, UNDER, ACROSS AND UPON TRACT 998 FOR PEDESTRIAN ACCESS AND RECREATION, TOGETHER WITH THE RIGHT TO ENTER UPON THE EASEMENT AT ALL TIMES WITH ALL NECESSARY MAINTENANCE AND CONSTRUCTION EQUIPMENT FOR THE PURPOSES STATED.

SECTION SUB-DIVISION

SCALE: 1" = 200'



CITY OF LAKE STEVENS APPROVALS

PLANNING AND COMMUNITY DEVELOPMENT SUBDIVISION APPROVAL:

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2017.

CITY OF LAKE STEVENS PLANNING AND COMMUNITY DEVELOPMENT DIRECTOR

APPROVAL OF PUBLIC IMPROVEMENTS:

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2017.

CITY OF LAKE STEVENS PUBLIC WORKS DIRECTOR

CERTIFICATE OF CITY TREASURER:

I HEREBY CERTIFY THAT ALL MONIES AND DEBTS PERTAINING TO THIS DIVISION WERE PAID TO THE CITY OF LAKE STEVENS BY THE _____ DAY OF _____, 2017.

FINANCE DIRECTOR

CITY COUNCIL APPROVAL:

EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS, AND APPROVED THIS _____ DAY OF _____, 2017.

CITY OF LAKE STEVENS MAYOR

SNOHOMISH COUNTY TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING _____ TAXES.

SNOHOMISH COUNTY DEPARTMENT OF ASSESSMENTS

SNOHOMISH COUNTY TREASURER _____ DATE _____

ACCOUNT NUMBERS: 00493301400202 AND 00493301400205

SNOHOMISH COUNTY AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF _____

THIS _____ DAY OF _____, 2017, AT _____ MINUTES PAST

_____ AND RECORDED IN VOLUME _____ OF PLATS,

PAGES _____ TO _____

AUDITOR, SNOHOMISH COUNTY _____ DEPUTY COUNTY AUDITOR _____

COUNTY RECORDING OFFICIAL'S INFORMATION BLOCK (WAC 332-130-050)

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF STEVENS RIDGE ESTATES IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 19, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND LOT AND BLOCK CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND, THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

REGISTERED PROFESSIONAL LAND SURVEYOR _____ 40094
CERTIFICATE NO. _____ DATE _____



Axis
Survey & Mapping

15241 NE 90TH ST
REDMOND, WA 98052
TEL. 425.823-5700
FAX 425.823-6700

A PORTION OF THE NE 1/4 OF THE NW 1/4
SEC. 19, T. 29 N., R. 6 E., W.M. IN CITY OF
LAKE STEVENS, SNOHOMISH COUNTY,
WASHINGTON

JOB NO. 17-110



SHEET 1 OF 4

SNOHOMISH COUNTY A.F. NO. _____

STEVENS RIDGE ESTATES

A PORTION OF THE NE 1/4 OF THE NW 1/4
SEC. 19, T. 29 N., R. 6 E., W.M. IN CITY OF LAKE STEVENS, SNOHOMISH COUNTY, WASHINGTON
CITY OF LAKE STEVENS FILE NO. LUA2017-0104

EASEMENTS, RESTRICTIONS AND CONDITIONS

- TRACT 998, A PRIVATE STORM DRAINAGE AND PEDESTRIAN ACCESS TRACT, IS HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE RESPONSIBILITIES FOR SAID TRACT, TO THE STEVENS RIDGE ESTATES HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SHOULD THE STEVENS RIDGE ESTATES HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF ALL PRESENT AND FUTURE LOTS WITHIN THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT. A PUBLIC PEDESTRIAN ACCESS EASEMENT OVER AND UPON TRACT 998 IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF LAKE STEVENS. SEE DEDICATION AND PUBLIC PEDESTRIAN ACCESS EASEMENT PROVISION ON SHEET 1.
- TRACT 999, A PRIVATE OPEN SPACE/NGPA TRACT, IS HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE RESPONSIBILITIES FOR SAID TRACT, TO THE STEVENS RIDGE ESTATES HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SHOULD THE STEVENS RIDGE ESTATES HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF ALL PRESENT AND FUTURE LOTS WITHIN THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT.
- TRACT A, A FUTURE CONVEYANCE TRACT, IS RETAINED BY THE DEVELOPER AND WILL BE CONVEYED BY SEPARATE INSTRUMENT TO THE OWNER(S) OF ADJOINING PROPERTY (PARCEL NO. 00493301400105).
- TRACT B, A FUTURE CONVEYANCE TRACT, IS RETAINED BY THE DEVELOPER AND WILL BE CONVEYED BY SEPARATE INSTRUMENT TO THE OWNER(S) OF ADJOINING PROPERTY (PARCEL NO. 00493301400201).
- A PRIVATE ACCESS AND UTILITY EASEMENT SHOWN ACROSS LOTS 1 AND 2 IS FOR THE BENEFIT OF LOTS 1 AND 2 AND SHALL BE MAINTAINED EQUALLY BY THE OWNERS OF LOTS 1 AND 2.
- A PRIVATE ACCESS AND UTILITY EASEMENT SHOWN ACROSS LOT 4 IS FOR THE BENEFIT OF LOT 3 AND SHALL BE MAINTAINED EQUALLY BY THE OWNERS OF LOTS 3 AND 4.
- A PRIVATE UTILITY EASEMENT SHOWN ACROSS LOTS 9 TO 12 IS FOR THE BENEFIT OF LOTS 10 TO 12 AND SHALL BE MAINTAINED EQUALLY BY THE OWNERS OF LOTS 9 TO 12.
- THE LOTS WITHIN THIS SUBDIVISION WILL BE SUBJECT TO SCHOOL IMPACT MITIGATION FEES FOR THE LAKE STEVENS SCHOOL DISTRICT NO. 4 TO BE DETERMINED BY THE CERTIFIED AMOUNT WITHIN THE BASE FEE SCHEDULE IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION, AND TO BE COLLECTED PRIOR TO BUILDING PERMIT ISSUANCE, IN ACCORDANCE WITH THE PROVISIONS OF SCC 30.66C.010. CREDIT SHALL BE GIVEN FOR ONE EXISTING PARCEL. LOT ONE SHALL RECEIVE CREDIT.
- CHAPTER 30.66B SCC REQUIRES NEW LOT MITIGATION PAYMENTS IN THE AMOUNTS SHOWN BELOW FOR EACH SINGLE-FAMILY RESIDENTIAL BUILDING PERMIT:

\$2,478.63 PER LOT FOR MITIGATION OF IMPACTS ON COUNTY ROADS PAID TO THE COUNTY,
\$75.75 PER LOT FOR TRANSPORTATION DEMAND MANAGEMENT PAID TO THE COUNTY,
\$344.52 PER LOT FOR MITIGATION OF IMPACTS TO WSFDOT ROADS PAID TO THE COUNTY.

THE DEVELOPER OF THIS SUBDIVISION HAS ELECTED TO DEFER THESE PAYMENT OBLIGATIONS TO A TIME PRECEDING BUILDING PERMIT ISSUANCE. NOTICE OF THESE MITIGATION PAYMENT OBLIGATIONS SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION OR THE LOTS THEREIN. ONCE BUILDING PERMIT HAS BEEN ISSUED ALL MITIGATION PAYMENTS SHALL BE DEEMED PAID.

- ALL NATIVE GROWTH PROTECTION AREAS SHALL BE LEFT PERMANENTLY UNDISTURBED IN A SUBSTANTIALLY NATURAL STATE. NO CLEARING, GRADING, FILLING, BUILDING CONSTRUCTION OR PLACEMENT, OR ROAD CONSTRUCTION OF ANY KIND SHALL OCCUR, EXCEPT REMOVAL OF HAZARDOUS TREES. THE ACTIVITIES AS SET FORTH IN SCC 30.91N.010 ARE ALLOWED WHEN APPROVED BY THE CITY.
- THE DEVELOPER SHALL PAY THE CITY \$1,361.22 PER NEW DWELLING UNIT AS MITIGATION FOR PARKS AND RECREATION IMPACTS IN ACCORDANCE WITH CHAPTER 30.66A SCC; PROVIDED, HOWEVER, THE DEVELOPER MAY ELECT TO POSTPONE PAYMENT OF THE MITIGATION REQUIREMENT UNTIL ISSUANCE OF A BUILDING PERMIT FOR THAT LOT. THE ELECTION TO POSTPONE PAYMENT SHALL BE NOTED BY A COVENANT PLACED ON THE FACE OF THE RECORDED PLAT AND INCLUDED IN THE DEED FOR EACH AFFECTED LOT WITHIN THE SUBDIVISION.
- RIGHT-OF-WAY SHALL HAVE BEEN DEDICATED TO THE CITY ALONG THE DEVELOPMENT'S EASTERLY FRONTAGE SUCH THAT A MINIMUM OF 30 FEET OF RIGHT-OF-WAY EXISTS FROM CENTERLINE OF WEST DAVIES LOOP ROAD PROJECTED CENTERLINE.
- ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES OR ENCROACHMENTS, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY SHORT PLAT OR PLAT OF LAKE STEVENS SUMMER HOME TRACTS RECORDED IN VOLUME 7 OF PLATS, PAGE(S) 34.
- EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON WHEREBY SAID GRANTOR EXCEPTS AND RESERVES ALL OILS, GASES, COAL, ORES, MINERALS, FOSSILS, ETC., AND THE RIGHT OF ENTRY FOR OPENING DEVELOPING AND WORKING MINES, ETC., PROVIDED THAT NO RIGHTS SHALL BE EXERCISED UNTIL PROVISION HAS BEEN MADE FOR FULL PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY. RECORDING NO.: 166201

NOTE: NO EXAMINATION HAS BEEN MADE TO DETERMINE THE PRESENT RECORD OWNER OF THE ABOVE MINERALS, OR MINERAL LANDS AND APPURTENANT RIGHTS THERETO, OR TO DETERMINE MATTERS WHICH MAY AFFECT THE LANDS OR RIGHTS SO RESERVED.

RIGHT OF THE STATE OF WASHINGTON OR ANY GRANTEE OR LESSEE THEREOF, UPON PAYING REASONABLE COMPENSATION, TO ACQUIRE RIGHT OF WAY FOR PRIVATE RAILROADS, SKID ROADS, FLUMES, CANALS, WATER COURSES OR OTHER EASEMENTS FOR TRANSPORTATION AND MOVING TIMBER, STONE, MINERALS OR OTHER PRODUCTS FROM THE LANDS.

- EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN, IN FAVOR OF PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM, RECORDED MARCH 15, 1976, RECORDING NO.: 7603150261
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "LIABILITY FOR FURTHER ASSESSMENT BY PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY", RECORDED JANUARY 13, 1982, RECORDING NO.: 8201130052
- WATERLINE EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN, RECORDING NO.: 8506280396 IN FAVOR OF WILLIAM KOEHLER AND JOANN KOEHLER, HUSBAND AND WIFE.
- TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES AND ENCROACHMENTS AS CONTAINED IN RECORDED LOT LINE ADJUSTMENT (BOUNDARY LINE REVISIONS), RECORDED OCTOBER 3, 2001, RECORDING NO.: 200110030653
- CONDITIONS, NOTES, EASEMENTS, PROVISIONS AND/OR ENCROACHMENTS CONTAINED OR DELINEATED ON THE FACE OF THE SURVEY RECORDED UNDER RECORDING NO. 200111195003
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "STEVENS RIDGE ESTATES DEVELOPER EXTENSION AGREEMENT", RECORDED: SEPTEMBER 30, 2016, RECORDING NO.: 201609300302

SNOHOMISH COUNTY A.F. NO. _____

UTILITY EASEMENT PROVISION

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF LAKE STEVENS, THE SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT NO. 1, PUGET SOUND ENERGY COMPANY, THE REGIONAL TELEPHONE COMPANY, THE REGIONAL CABLE TELEVISION COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON, THE EXTERIOR 5 & 10 FEET AS SHOWN HEREON, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS AND TRACTS OR AS OTHERWISE SHOWN HEREON. THE EASEMENTS ARE RESERVED AND GRANTED IN ORDER TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH SANITARY SEWER, WATER, ELECTRIC TELEPHONE, T.V. AND GAS SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE, OR CABLE T.V. SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

GENERAL NOTES

- NO BUILDING PERMIT SHALL BE ISSUED FOR ANY HOUSE, BUILDING OR STRUCTURE UNTIL THE OWNER HAS PROCURED THE OFFICIAL NUMBER OF THE PREMISES FROM THE CITY OF LAKE STEVENS. FINAL APPROVAL OF ANY STRUCTURE ERECTED, REPAIRED, ALTERED OR MODIFIED SHALL BE WITHHELD BY THE CITY BUILDING OFFICIAL UNTIL PERMANENT AND PROPER NUMBERS HAVE BEEN AFFIXED TO SAID STRUCTURE.
- MAINTENANCE OF THE PORTION OF THE STORMWATER SYSTEM IN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE STEVENS RIDGE HOMEOWNERS ASSOCIATION. INFILTRATION SYSTEMS FOR HOMES ON EACH LOT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE LOT ON WHICH THE SYSTEM IS LOCATED.
- NO LOT OR PORTION OF A LOT SHALL BE SUBDIVIDED AND SOLD, OR RESOLD, OR ITS OWNERSHIP CHANGED OR TRANSFERRED IN VIOLATION OF APPLICABLE CITY, COUNTY, STATE, OR FEDERAL STANDARDS, RULES REGULATIONS OR LAWS.
- THE STEVENS RIDGE ESTATES HOMEOWNERS ASSOCIATION WAS ESTABLISHED _____, 2017. ALL LOTS IN THIS PLAT SHALL BE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE STEVENS RIDGE ESTATES HOMEOWNERS ASSOCIATION DECLARATION, RECORDED UNDER SNOHOMISH COUNTY RECORDING NO. _____, AND ANY AMENDMENTS THERETO.
- FEES AND CHARGES REQUIRED BY THE CITY OF LAKE STEVENS FOR STORM SYSTEM CAPITAL IMPROVEMENT FUNDS ASSOCIATED WITH INDIVIDUAL LOTS CREATED BY THIS PLAT SHALL BE PAID PRIOR TO BUILDING PERMIT ISSUANCE FOR EACH LOT.
- FEES AND CHARGES REQUIRED BY THE LAKE STEVENS SEWER DISTRICT FOR SANITARY SEWER CAPITAL IMPROVEMENT FUNDS ASSOCIATED WITH INDIVIDUAL LOTS CREATED BY THIS PLAT SHALL BE PAID PRIOR TO BUILDING PERMIT ISSUANCE FOR EACH LOT.
- FEES AND CHARGES REQUIRED BY THE SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT NO. 1 FOR WATER SYSTEM CAPITAL IMPROVEMENT FUNDS ASSOCIATED WITH INDIVIDUAL LOTS CREATED BY THIS PLAT SHALL BE PAID PRIOR TO BUILDING PERMIT ISSUANCE FOR EACH LOT.
- FEES AND CHARGES REQUIRED BY THE CITY OF LAKE STEVENS FOR TRAFFIC IMPACT ASSOCIATED WITH INDIVIDUAL LOTS CREATED BY THIS PLAT SHALL BE PAID PRIOR TO BUILDING PERMIT ISSUANCE FOR EACH LOT.
- ENERGY USE FOR ALL STREET LIGHTING INTERNAL TO THE SUBDIVISION SHALL BE PAID FOR BY THE STEVENS RIDGE ESTATES HOMEOWNERS ASSOCIATION.
- THE STORM DRAINAGE SYSTEM HAS BEEN DESIGNED FOR THE FOLLOWING EFFECTIVE IMPERVIOUS AREAS TO BE DEVELOPED ON THE LOTS WITHIN THIS PLAT: LOT 1 – 3,500 SF; LOT 2 – 3,000 SF; LOTS 3-12 – 2,100 SF. THE EFFECTIVE IMPERVIOUS AREA FOR ANY GIVEN LOT MAY EXCEED THESE VALUES, SO LONG AS THE TOTAL EFFECTIVE IMPERVIOUS AREA IS NOT EXCEEDED FOR ALL OF THE LOTS WITHIN THIS PLAT.

REFERENCES

- PLAT OF LAKE STEVENS SUMMER HOME TRACTS, RECORDED IN VOLUME 7, PAGE 34, RECORDS OF SNOHOMISH COUNTY, WASHINGTON (R1)
- SNOHOMISH COUNTY DEPARTMENT OF PUBLIC WORKS SURVEY UNDER REC. NO. 9404265001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON (R2)
- RECORD OF SURVEY FOR SCOTT BORGESON BY R.L. MCDUFFY & ASSOCIATES, INC., DATED OCTOBER 30, 2001 UNDER REC. NO. 200111195003. RECORDS OF SNOHOMISH COUNTY, WASHINGTON (R3)

DRAINAGE FACILITY MAINTENANCE COVENANT

WE, THE OWNERS AND CONTRACT PURCHASERS OF THE LANDS HEREIN PLATTED (GRANTOR), AGREE THAT THE OBLIGATIONS OF GRANTOR SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, SUCCESSORS, AND ASSIGNS. GRANTOR AGREES THAT THIS COVENANT TOUCHES AND CONCERNS THE LAND DESCRIBED HEREIN AND SHALL RUN WITH THE LAND.

GRANTOR BY EXECUTION OF THIS COVENANT ACKNOWLEDGES THAT THE BENEFITS OF THIS COVENANT INURE TO GRANTOR, DOWNSTREAM PROPERTY OWNERS, AND THE GENERAL PUBLIC, AND THAT THE CITY OF LAKE STEVENS (CITY) AS THIRD-PARTY BENEFICIARY OF THIS COVENANT HAS THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THIS COVENANT ON BEHALF OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC. CITY REQUIRES THIS COVENANT TO PROTECT PRIVATE AND PUBLIC PROPERTY, PRIVATE AND PUBLIC DRAINAGE INFRASTRUCTURE, AND NATURAL RESOURCES OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC.

GRANTOR, IN CONSIDERATION OF THE APPROVAL OF THIS SUBDIVISION, HEREBY COVENANTS TO PERFORM REGULAR MAINTENANCE UPON THE DRAINAGE FACILITIES INSTALLED, OR TO BE INSTALLED, UPON GRANTOR'S PROPERTY. REGULAR MAINTENANCE SHALL INCLUDE, AT A MINIMUM, ANNUAL INSPECTION OF THE STORM WATER DRAINAGE SYSTEM, AS APPLICABLE. THE SYSTEM SHALL INCLUDE THE STORM WATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, AND CATCH BASINS; STORM WATER FLOW REGULATION SYSTEM DETENTION PONDS, VAULTS, PIPES, RETENTION PONDS, FLOW REGULATION AND CONTROL STRUCTURES; INFILTRATION SYSTEMS AND WATER QUALITY CONTROL SYSTEM.

THE SCOPE OF THIS COVENANT AND RIGHT OF ENTRY SHALL BE ADEQUATE TO PROVIDE FOR THE ACCESS, INSPECTION, AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM, AND SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

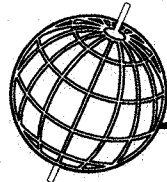
- CITY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS ADJACENT LANDS OF THE GRANTOR FOR PURPOSES OF INSPECTING, AUDITING, OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY.
- IF CITY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, CITY SHALL ENDEAVOR TO PROVIDE GRANTOR REASONABLE ADVANCE NOTIFICATION OF THE NEED TO PERFORM THE MAINTENANCE AND A REASONABLE OPPORTUNITY FOR GRANTOR TO PERFORM IT. IN THE EVENT THAT GRANTOR FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD, CITY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF CITY IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGIN IMMEDIATELY AT GRANTOR'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT, CITY SHALL PROVIDE GRANTOR WITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED AND THE FEES, CHARGES, AND EXPENSES INCURRED IN MAKING SUCH REPAIRS. GRANTOR SHALL AGREE TO REIMBURSE CITY OR PAY CITY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN CITY'S STATEMENT.
- IF CITY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, CITY MAY REMOVE ANY OBSTRUCTIONS AND/OR INTERFERENCES THAT IN THE SOLE OPINION OF CITY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LIABILITY, LOSS, EXPENSES, DAMAGES AND JUDGMENTS OF ANY NATURE WHATSOEVER, INCLUDING COSTS AND ATTORNEY'S FEES, INCURRED BY THE REMOVAL OF VEGETATION OR PHYSICAL INTERFERENCE FROM THE DRAINAGE FACILITY.
- WHEN EXERCISING THE MAINTENANCE PROVISIONS OF THE COVENANT, IN THE EVENT OF NONPAYMENT, CITY MAY BRING SUIT TO RECOVER SUCH COSTS, INCLUDING ATTORNEY'S FEES, AND UPON OBTAINING A JUDGMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF GRANTOR AS PROVIDED IN RCW 4.56.190.
- GRANTOR COVENANTS THAT ALL OF THE OWNERS, CONTRACT PURCHASERS AND LIEN HOLDERS OF THE PROPERTY DESCRIBED HEREIN HAVE SIGNED THE DEDICATION AND/OR DECLARATION OF THIS SUBDIVISION, THAT THEY HAVE THE RIGHT TO GRANT THIS COVENANT ON THE PROPERTY, AND THAT THE TITLE TO THE PROPERTY IS FREE AND CLEAR OF ANY ENCUMBRANCES WHICH WOULD INTERFERE WITH THE ABILITY TO GRANT THIS COVENANT.

SURVEYOR NOTES

PRIMARY CONTROL POINTS AND ACCESSIBLE MONUMENT POSITIONS WERE FIELD MEASURED UTILIZING GLOBAL POSITIONING SYSTEM (GPS) SURVEY TECHNIQUES USING LEICA SYSTEM 1200 EQUIPMENT. MONUMENT POSITIONS THAT WERE NOT DIRECTLY OBSERVED USING GPS SURVEY TECHNIQUES WERE TIED INTO THE CONTROL POINTS UTILIZING LEICA ELECTRONIC 1201 TOTAL STATIONS FOR THE MEASUREMENT OF BOTH ANGLES AND DISTANCES. THIS SURVEY MEETS OR EXCEEDS THE STANDARDS SET BY WACS 332-130-080/090.

LOT CORNERS, TRACT CORNERS, AND LOT LINE INTERSECTION POINTS HAVE BEEN MONUMENTED WITH 1/2" X 24" METAL REBAR WITH YELLOW CAP, MARKED "AXIS NO. 40094", UNLESS OTHERWISE SPECIFIED.

SNOHOMISH COUNTY STANDARD MONUMENTS HAVE BEEN PLACED AT ROAD CENTERLINE AT POINT OF CURVATURE, POINT OF INTERSECTION, POINT OF TANGENCY AND INTERSECTION, AS NOTED ON THE FACE OF THE PLAT.



Axis
Survey & Mapping

15241 NE 90TH ST
REDMOND, WA 98052
TEL. 425.823-5700
FAX 425.823-6700

A PORTION OF THE NE 1/4 OF THE NW 1/4
SEC. 19, T. 29 N., R. 6 E., W.M. IN CITY OF
LAKE STEVENS, SNOHOMISH COUNTY,
WASHINGTON

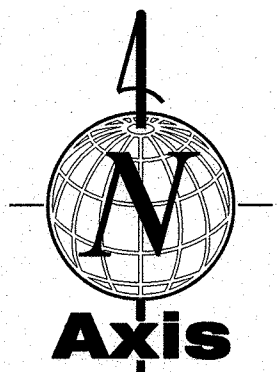
JOB NO. 17-110



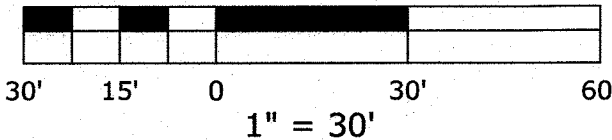
SHEET 2 OF 4

STEVENS RIDGE ESTATES

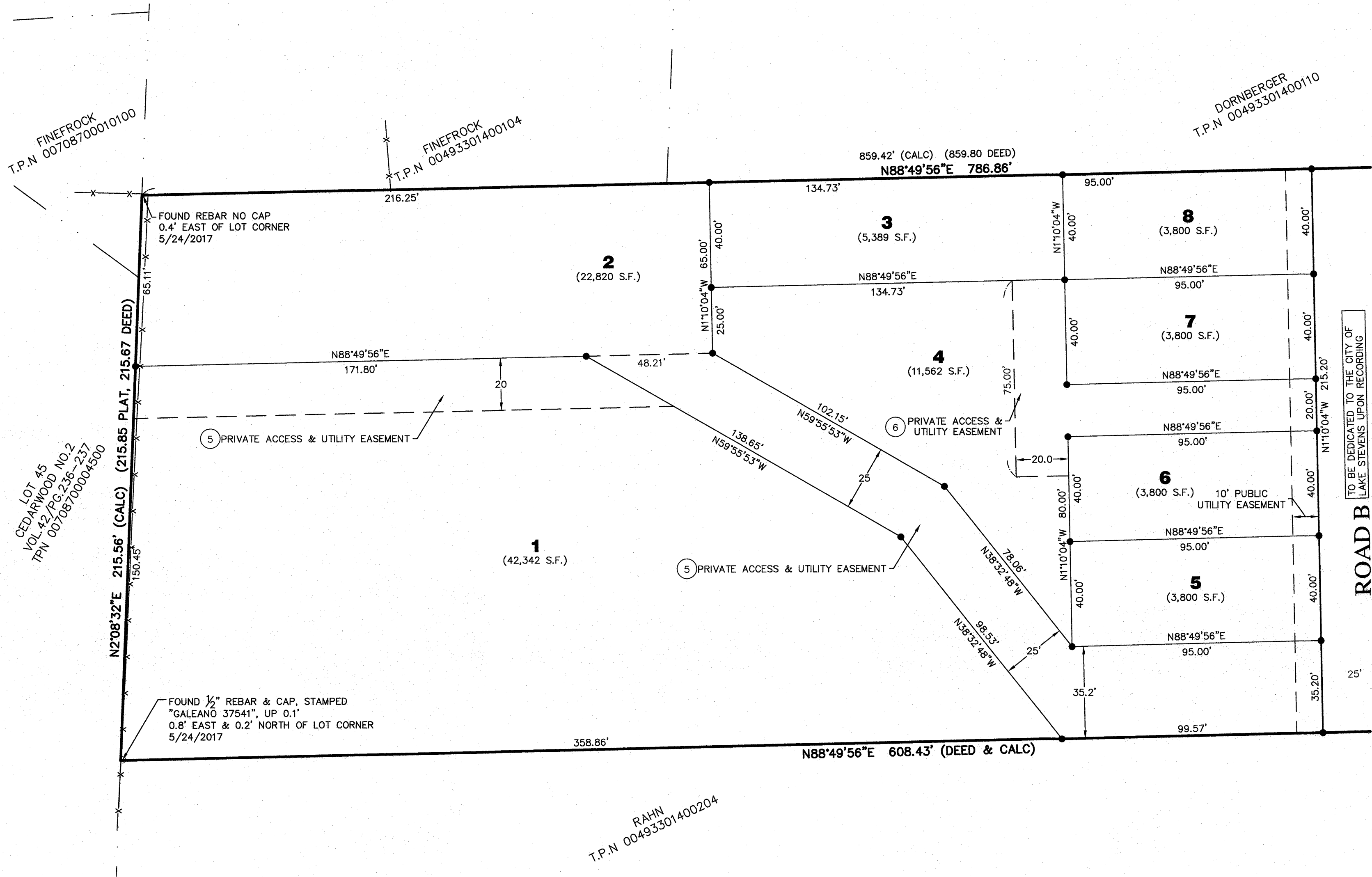
A PORTION OF THE NE 1/4 OF THE NW 1/4
SEC. 19, T. 29 N., R. 6 E., W.M. IN CITY OF LAKE STEVENS, SNOHOMISH COUNTY, WASHINGTON
CITY OF LAKE STEVENS FILE NO. LUA2017-0104



GRAPHIC SCALE



BASIS OF BEARINGS
N1°18'29"E BETWEEN THE FOUND MONUMENTS
ALONG THE WEST LINE OF THE NORTHWEST
QUARTER OF SECTION 19, TOWNSHIP 29N,
RANGE 6E



LEGEND

- ⊕ FOUND MONUMENT IN CASE
- FOUND REBAR AND CAP AS NOTED
- ⊗ FOUND QUARTER CORNER
- SET REBAR AND CAP "AXIS 40094"
- ⦿ SET MONUMENT AND CASE

SURVEYOR'S NARRATIVE

MONUMENTS ALONG THE WEST LINE OF SEC 19, TWP 29N, RGE 6E (19-29-6) WERE HELD FOR THE BASIS OF BEARING. THE CALCULATED POSITION OF THE NORTH QUARTER OF 19-29-6 WAS HELD PER SNOHOMISH COUNTY MONUMENT CARD NO. 2906N03. THE WEST LINE OF BLOCK 14 OF LAKE STEVENS SUMMER HOME TRACTS WAS CALCULATED BASED ON THE PROPORTIONAL DISTANCE OF THE NORTH LINE OF THE NORTHWEST QUARTER OF 19-29-6. WEST DAVIES LOOP ROAD WAS ESTABLISHED BY USING THE ASBUILT CENTERLINE. THIS SURVEYOR WAS NOT ABLE TO RECOVER RECORDS OF ITS ALIGNMENT.



Axis
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SEC. 19, T. 29 N., R. 6 E., W.M. IN CITY OF
LAKE STEVENS, SNOHOMISH COUNTY,
WASHINGTON

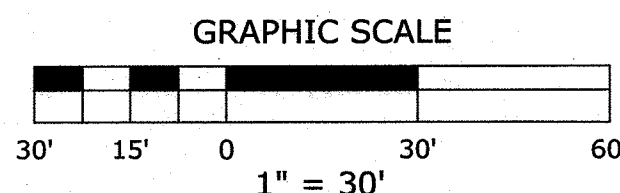
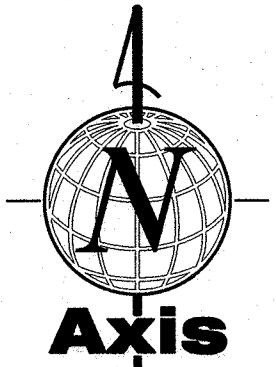
JOB NO. 17-110



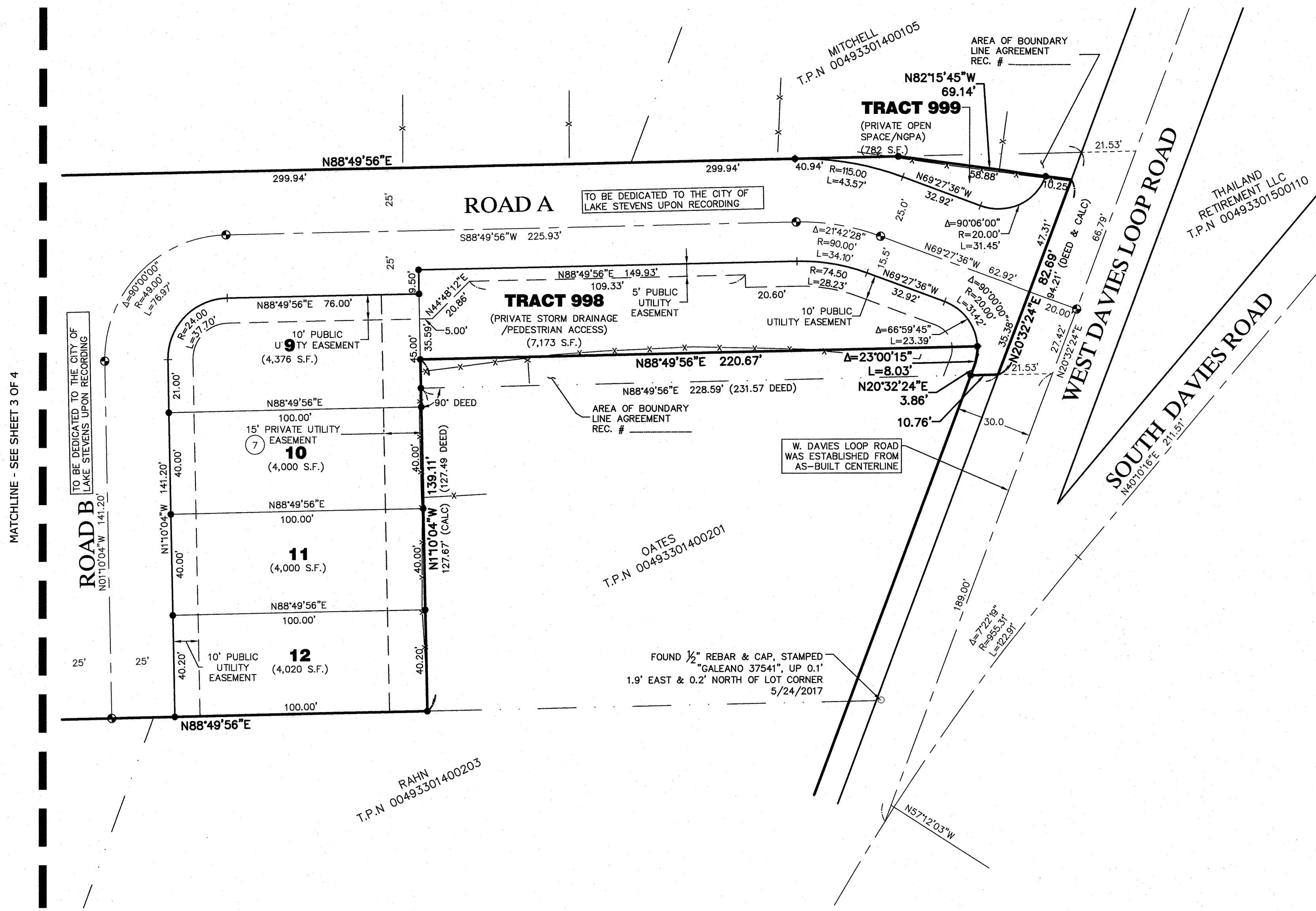
SHEET 3 OF 4

STEVENS RIDGE ESTATES

A PORTION OF THE NE 1/4 OF THE NW 1/4
SEC. 19, T. 29 N., R. 6 E., W.M. IN CITY OF LAKE STEVENS, SNOHOMISH COUNTY, WASHINGTON
CITY OF LAKE STEVENS FILE NO. LUA2017-0104



BASIS OF BEARINGS
N1°18'29"E BETWEEN THE FOUND MONUMENTS
ALONG THE WEST LINE OF THE NORTHWEST
QUARTER OF SECTION 19, TOWNSHIP 29N,
RANGE 6E



MATCHLINE - SEE SHEET 3 OF 4

- LEGEND**
- ⊕ FOUND MONUMENT IN CASE
 - FOUND REBAR AND CAP AS NOTED
 - ⊗ FOUND QUARTER CORNER
 - SET REBAR AND CAP "AXIS 40094"
 - SET MONUMENT AND CASE

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SEC. 19, T. 29 N., R. 6 E., W.M. IN CITY OF
LAKE STEVENS, SNOHOMISH COUNTY,
WASHINGTON

JOB NO. 17-110

SHEET 4 OF 4

PROJECT NAME/ FILE NUMBER: Stevens Ridge Estates Final Plat / LUA2017-0104

APPLICANT: Scott Borgeson on behalf of Stevens Ridge Estates, LLC

PROJECT LOCATION: 502 West Davies Loop Road, Lake Stevens, WA 98258 /
APN#'s 00493301400202 and 00493301400205

DATE OF APPLICATION: June 8, 2017

NOTICE OF PUBLIC MEETING ISSUED: July 1, 2017

DATE/TIME OF PUBLIC MEETING: **Tuesday, July 11th, 2017 at 7:00 PM**

HEARING LOCATION: Lake Stevens School District Educational Service Center
(Administration Building)
12309 22nd Street NE
Lake Stevens, WA 98258

PROPOSED PROJECT DESCRIPTION:

- Creation of a twelve (12) lot plat in the Suburban Residential Zone on a 3.47-acre site, accessed from West Davies Loop Road;
- Plat Approval Background- Snohomish County issued a SEPA DNS on March 17, 2007. Original Hearing Examiner decision of approval issued by Snohomish County on July 13, 2007;
- The application for Final Plat approval was received on June 8, 2017 and determined to be complete at the time of submittal. The applicant will submit necessary financial securities and install all required improvements prior to the recording of the plat; and
- Final Plat / Type V Decision - The Lake Steven's City Council will consider acceptance of the subdivision at a public meeting scheduled for Tuesday, July 11th, 2017 at 7 pm at the Lake Stevens School District Educational Service Center.

PUBLIC REVIEW AND COMMENT:

Interested parties may submit written comments before the July 11th, 2017 meeting or testify at the public meeting. Comments can be submitted to City Hall, Attn: Melissa Place, PO Box 257, Lake Stevens, WA 98258 or by email at mplace@lakestevenswa.gov. Persons who submit written or oral testimony may appeal the decision.

The project file, including the site map and project narrative is available for review at the Permit Center, located behind City Hall, Monday-Thursday 9:00 am- 4:00 pm and Friday 8:00 am – 12:00 pm. Limited materials are available at: <http://www.ci.lake-stevens.wa.us/index.aspx?nid=380>

For additional information please contact the Department of Community Development at 425-377-3223.

It is the City's goal to comply with the American with Disabilities Act. The City offers its assistance to anyone with special needs, including the provision of TDD services.

Distribution: Applicant

Posted at Permit Center, City Hall, Subject Property and Website
Mailed to property Owners within 300 feet of project site
Published in Everett Herald



AFFIDAVIT OF NOTICE

Project Name Stevens Ridge Estates Final Plat
 Project Number LUA 2017-0104
502 West Davies Rd.

Place PostedDate PostedSignature

1. Property

7/1/176/30/2017

2. City Hall

6/30/17Jenel

3. Planning

6/30/17Jenel

4. Everett Herald

7/1/17Jenel

5. Mailings

6/30/17Jenel

6. Website

6/30/17Jenel

EXHIBIT 5

From: [Sally Jo Sebring](#)
To: [Melissa Place](#)
Subject: Stevens Ridge Final Plat initial comments
Date: Thursday, July 6, 2017 10:04:01 AM

Melissa,

Here are my initial comments for the Stevens Ridge Final Plat decision. Thank you.

At this point, my main concern is that Stevens Ridge Preliminary Plat, approved July 13, 2007, appears to have had no improvements completed at this point. Some trees are taken down, a bulldozer has plowed into the property and a pile of rock dumped with some spreading.

Final plat approval is intended to be given to preliminary plats that have met the conditions of the preliminary plat approval. The exception seems to be that, if all other requirements of final plat are met, bonds may be allowed “in lieu of the completion of the actual construction of any required improvements prior to the approval of a final plat.” (RCW 58.17.130)

I don’t see any exception mentioned that these bonds may be deferred until **after** final plat approval.

I’ve included Lake Stevens Municipal Code, guidance from MRSC, and RCW’s related to this question. I see no room for decisions that do not meet both state law and local ordinances.

Thank you,
Sally Jo Sebring

LSMC

14.18.035 Approval of Final Plats.

(a) Short plats are approved by the Planning and Public Works Directors. Final plats for long subdivisions are to be approved by City Council following a public meeting. Final plats shall be approved if it is found that the requirements of preliminary plat, including applicable conditions of approval, have been met, and the requirements of Chapter [58.17](#) RCW have been met.

MRSC: Final plat approval, which must be made by the legislative body ([RCW 58.17.100](#)), is in the nature of a ministerial, non-discretionary process; that is, if the applicant meets the terms of preliminary approval and the plan conforms with state law and local ordinances, final approval must be granted.

RCW 58.17.130

Bond in lieu of actual construction of improvements prior to approval of final plat—Bond or security to assure successful operation of improvements.

Local regulations shall provide that in lieu of the completion of the actual construction of any required improvements prior to the approval of a final plat, the city, town, or county legislative body may accept a bond, in an amount and with surety and conditions satisfactory to it, or other secure method, providing for and securing to the municipality the actual construction and installation of such improvements within a period specified by the city, town, or county legislative body and expressed in the bonds. In addition, local regulations may provide for methods of security, including the posting of a bond securing to the municipality the successful operation of improvements for an appropriate period of time up to two years after final approval. The municipality is hereby granted the power to enforce bonds authorized under this section by all appropriate legal and equitable remedies. Such local regulations may provide that the improvements such as structures, sewers, and water systems shall be designed and certified by or under the supervision of a registered civil engineer prior to the acceptance of such improvements.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: July 11, 2017

Subject: 2017 Pavement Overlay – Award of Contract

Contact / Department:	Cory Nau Department of Public Works	Budget	\$332,041.00
		Impact:	Incl. contingency

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Award the 2017 Pavement Overlay project to Quilceda Paving in an amount of \$288,731.00 with an authorized administrative contingency of \$43,310.00.

SUMMARY/BACKGROUND:

The asphalt pavement overlay is a regular part of street surface preservation and an amount of \$400,000.00 was included for this work in the 2017 budget. This year's overlay project includes Grade Road from 30th St NE to 26th St NE and 123rd Ave NE from 36th St NE to 22nd St NE. In addition, two alternative bids were included which overlay 245' Catherine Drive east of Grade Road, and the driveway of the Senior Center off Soper Hill Road.

The city released the request for bid on May 31, 2017 and opened bids on June 23rd, 2017. The city received three (3) responsive bids with the lowest bid coming from Quilceda at \$288,351.00 and the highest bid from Granite Construction at \$312,178.00. The engineer's estimate for this project was \$443,312.50. The administrative contingency of \$43,310.00 comes from within the budget balance not allocated under the recommended bid and would be used to cover any unexpected costs or expansions to the scope of work.

The majority of this project will take place within the vicinity of residential area. The city will be contacting the property owners in the area to inform them of the impending construction and the contractor will be placing variable message boards at each end of the project prior to construction as a reminder to the businesses and general public. To reduce the impacts to local traffic, the contractor will maintain access to driveways throughout construction. Construction will not begin until on or after August 1, 2017 and will be completed by September 30, 2017.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: Funding of \$400,000 was approved in the 2017 budget. Total project bid, with contingency, is \$332,041.00.

ATTACHMENTS:

- ▶ Exhibit A: Public Works Contract
- ▶ Exhibit B: Project Vicinity Map
- ▶ Exhibit C: Bid Summary Table

EXHIBIT A

SMALL PUBLIC WORKS CONTRACT (Under \$300,000)

THIS SMALL PUBLIC WORKS CONTRACT ("Contract") is made and entered into this _____ day of July, 2017, by and between the City of Lake Stevens, Washington, a Washington State municipal corporation ("City"), and Quilceda Paving and Construction, Inc., a Washington corporation ("Contractor").

WHEREAS, the City desires to accomplish certain public works entitled 2017 Pavement Overlay Project ("the Project") having an estimated cost \$300,000 or less; and

WHEREAS, the City solicited written Bid Proposals for the Project; and

WHEREAS, the City received and reviewed written Bid Proposals for the Project, and has determined that Contractor is the lowest responsible bidder; and

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

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

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the 2017 Pavement Overlay Project ("Project") in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than September 30, 2017.

2. Contract Documents.

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

- A. ☒ Plans and Contract Drawings.
- B. ☒ Scope of Work.
- C. ☒ Proposal/Bid Submittal (attached).
- D. ☐ 2016 or _____ Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).
- E. ☐ WSDOT Amendments to the Standard Specifications (referenced but not attached).
- F. ☐ 2010 APWA Supplement General Special Provisions (referenced but not attached).
- G. ☐ City of Lake Stevens Engineering Standards (referenced but not attached).
- H. ☐ Addenda (if any).
- I. ☐ Payment and Performance Bond (attached).

- J. ☐ Retainage Bond (attached) (optional-see Section 5).

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

3. Commencement of Work.

Work shall not proceed under this Contract until the Contractor has met the following conditions:

- A. Contract has been signed and fully executed by the parties.
- B. The Contractor has provided the City with the certificates of insurance required under Section 22.
- C. The Contractor has obtained a City of Lake Stevens Business License.
- D. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

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

4. Time is of the Essence/Liquidated Damages.

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

5. Payment for Project.

A. Total Contract Sum for Project. Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed \$288,731.00 (Two Hundred Eighty-Eight Thousand, Seven Hundred Thirty-One Dollars and Zero Cents) in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

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

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

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

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

F. Final Payment. Pursuant to RCW Chapter 60.28, a sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract. This retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under the Contract.

Monies retained under the provisions of RCW Chapter 60.28 shall, at the option of the Contractor, be:

1. Retained in a fund by the City; or
2. Deposited by the City in an escrow (interest-bearing) account in a bank, mutual savings bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the City and are not to be allowed to be withdrawn without the City's written authorization. The City will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At or before the time the Contract is executed, the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) calendar days following the Final Acceptance of the Project provided the following conditions are met:

1. A release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.

4. Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.

5. All claims, as provided by law, filed against the retainage have been resolved.

6. If requested by the City, the Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. Final Acceptance. Final Acceptance of the Project occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.

H. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

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

6. Term of Contract.

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

7. Termination of Contract.

A. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided

by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

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

8. Status of Contractor.

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

9. Permits.

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

10. Business License Required.

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

11. Work Ethic.

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

12. City Ownership of Work Products.

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

13. Job Safety.

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

B. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The

Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

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

15. Taxes and Assessments.

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

16. Nondiscrimination Provision.

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

17. The Americans with Disabilities Act.

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

18. Compliance With Law.

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

19. Guarantee of Work.

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

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

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

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

20. Contractor's Risk of Loss.

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

21. Indemnification and Hold Harmless.

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

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

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

D. 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

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

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

22. Insurance.

A. Insurance Term.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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.

Contractor's required insurance shall be of the types and coverage as stated below:

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

2. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

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

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

5. ☐ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

3. ☐ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

4. ☐ Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. **City of Lake Stevens Full Availability of Contractor Limits.**

If the Contractor maintains higher insurance limits than the minimums shown above, the City of Lake Stevens shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City of Lake Stevens evidences limits of liability lower than those maintained by the Contractor.

F. **Other Insurance Provisions.**

The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

G. **Acceptability of Insurers.**

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

H. **Verification of Coverage.**

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the City of Lake Stevens, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

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

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

I. **Contractor's Insurance for Other Losses.**

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned

or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. Subcontractors.

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

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the City of Lake Stevens is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. Waiver of Subrogation.

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

L. Notice of Cancellation of Insurance.

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance.

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

23. Assignment and Subcontractors.

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

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

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

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person

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

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

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

24. Severability.

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

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

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

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

27. Survival.

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

28. Contract Representatives and Notices.

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

To City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (Physical Address)
Post Office Box 257 (Mailing Address)
Lake Stevens, WA 98258
Telephone: 425.334.1012

To Contractor:

Rick Norman
Quilceda Paving and Construction, Inc.
3403 16th Street
Everett, WA 98201
Telephone: 425-252-1010

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

29. Third Parties.

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

30. Governing Law.

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

31. Venue.

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

32. Attorney Fees.

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

33. Authority.

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

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

34. Counterparts.

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

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

City of Lake Stevens

Quilceda Paving and Construction, Inc.

By: _____
John Spencer, Mayor

By: _____

Printed Name & Title

Attest:

Kathy Pugh, Deputy City Clerk

Approved as to Form:

Grant K. Weed, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City

Contractor

ATTACHMENTS:

PART 2 – BID PROPOSAL DOCUMENTS

The documents contained within this section constitute the formal proposal from the bidder to the City for this project. Failure of the bidder to submit all pages contained in PART 2 with its bid and to accurately complete all applicable forms may be grounds for the Owner to consider the bid non-responsive.

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Contractor Quilceda Paving & Const., Inc.
Address
Street 3403 16th Street
City Everett State WA Zip 98201
Contact Person Rick Norman Phone 425-252-1010

Contractor has engaged in the construction business under the present firm name indicated for the past 15 years.

Gross dollar amount of work currently under contract\$ 1.25 million

Approximate percentage of current contracts outstanding% 50%

Type of work generally performed by Contractor Asphalt Paving & Related Road Const.

List five major projects of a similar nature completed within the last ten years and the gross dollar amount of each project.

<u>Silver Lake Water Sewer Dist. - 2015 Valve MH</u>	<u>\$ 223,448.03</u>
<u>Mukilteo SD - Explorer JH</u>	<u>\$ 95,678.86</u>
<u>Port of Everett - Shipyard Site Sediment</u>	<u>\$ 95,941.88</u>
<u>Mukilteo SD - District Offices</u>	<u>\$ 69,229.46</u>
<u>Mukilteo SD - Voyager JH</u>	<u>\$ 61,008.14</u>

List of five major pieces of equipment that are anticipated to be used on the project by the Contractor and ownership of the item.

Owned	Leased	Rented	Description of Equipment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Carlson Paver CP100</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Blaw Knox Paver PF5510</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Ingersoll Rand DD90 Roller</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Volvo DD25 Roller</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Ingersoll Rand DD34HF Roller</u>

STATEMENT OF BIDDER'S QUALIFICATIONS (continued)

Bank References Coastal Community Bank -
Isaac Maldonado (360)436-4983

How many general superintendents or other responsible employees in a supervisory position do you have at this time and how long have they been with the Contractor? Shane Steadman 12 years,
Mick McDonough 12 yrs, Mike Nelson 10 yrs, Shawn Steadman - recent retire

Have you changed bonding companies within the last three years? ☐ Yes ☒ No

If so, why? _____

Have you ever sued or been sued by any special district, municipality, county, or state government, concerning a public works contract? ☐ Yes ☒ No

If so, explain. _____

If so, name the agencies and reasons therefore. _____

Disposition of case, if settled _____

WA State Department of Labor and Industries Workmen's Compensation Account Number: 043,133-00

Employment Security Department Number: 219560 000

Washington State Dept of Licensing Contractor's Registration Number: QUILCPC971B2

IRS Employer Number: 43-1989041

Or, if individual, Social Security Number: ✓

LIST OF SUBCONTRACTORS

PURSUANT TO RCW 39.30.060, the bidder shall provide a list of all subcontractors proposed to work under this contract. Only first-tier subcontractors need to be listed (Plumbing, Electrical, HVAC)– the bidder is not required to list second tier or lower subcontractors.

Subcontractors, whose dollar value of work exceeds either (a) 10% of the total project cost or (b) \$10,000.

	Subcontractor Name	Type of Work	Approx. Value
(1)	Apply - A-Line	Striping	\$15,000.00
(2)	Reece Construction	Grinding	\$14,000.00
(3)			
(4)			
(5)			
(6)			
(7)			
(8)			

BID PROPOSAL FORM

TO: CITY OF LAKE STEVENS
1812 MAIN STREET
LAKE STEVENS, WA 98258

Pursuant to and in compliance with the Call for Bids, the Information for Bidders, and other documents relating to the Project Number 17001, 2017 Pavement Overlay, the undersigned has carefully examined the drawings and specifications, as well as the premises and conditions affecting the work, and hereby proposes to furnish all labor and materials and to perform all work as required for construction of the improvements in strict accordance with the contract documents, specifications, and drawings for the unit prices shown on the Bid Schedule.

By signing and submitting this Bid Proposal, the bidder swears and affirms that the following items are true.

Non-Collusion Affidavit

That said person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

Furthermore, that the bid submitted herewith is a genuine bid and not a collusive or sham bid or made in the interest or on behalf of any person herein named and that the person, firm, association, joint venture, co-partnership, or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a bid for consideration in the award of a contract for the improvement described in these documents.

The bidder further acknowledges that by signing this proposal, the bidder has agreed to the provisions of this Non-Collusion Affidavit.

Non-Segregated Facilities

The bidder certifies that it does not now, nor will it for the duration of this contract, maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform its services at any locations, under its control, where segregated facilities are maintained.

The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause on any contract resulting from acceptance of this bid.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants, or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact because of habit, local custom or otherwise. The bidder agrees that except where it has obtained identical certification from proposed subcontractor prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity clause, that it will retain such certifications in its files.

The penalty for making false statements in offers is prescribed in 18 USC 1001.

Anti-Discrimination Certification

The bidder hereby covenants, stipulates and agrees that no person shall be discriminated against in the bidding of the service and/or materials hereunder and that the bidder shall not refuse to hire any person therefore because of such person's race, creed, color or national origin, unless based on a bona fide occupational qualification. Also, the bidder will in no matter discriminate against any person because of such person's race, creed, color or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Bidder's Declaration and Understanding

If the undersigned bidder be notified of the acceptance of this bid within sixty (60) days of the time set for the opening of bids, it agrees to execute a contract for the above work bid in the form of the contract bound in these specifications and to provide a contract performance bond as required by the Contract Documents.

The undersigned bidder further agrees that the bid bond accompanying this bid shall be left in escrow with the Owner, and that the liquidated damages which the Owner will sustain by the failure of the undersigned bidder to execute and deliver the contract and performance bond will be equal to five percent (5%) of the total bid. If the undersigned bidder defaults in executing that contract and in furnishing the contract performance bond within ten (10) days of the date on the Notice of Award, then the bid guaranty shall become the property of the Owner.

If however, the Owner does not accept this bid or any part thereof within sixty (60) days of the time set for the opening of bids, or if the undersigned bidder executes and delivers said contract and surety bond, the bid guaranty shall be returned to the bidder.

Prevailing Wages

The prevailing rate of wages shall be paid to all workers, laborer, or mechanics per Chapter 39.12 RCW. See 2016 WSDOT/APWA Standard Specifications.

Washington State Sales Tax.

The Owner agrees to pay Washington State Retail Sales Tax to the bidder as an additional and separate pay item not included in the above unit-price bid items for all improvements, such as utility improvements, for which the Owner is not exempt from Washington State Retail Tax, as specified in Section 1-07.2 of the *Standard Specifications*.

The bidder agrees to include and pay all other state and local taxes within all appropriate unit bid prices, as specified in Section 1-07.2 of the *Standard Specifications*.

Completion Time and Liquidated Damages

The contract time for this project shall be set at XX calendar days, as defined in Section 1-08.5 of the Specifications.

BID SCHEDULE

The following bid prices shall include all material, labor, tools and equipment required for the completion of the described work. Prices for all items, all extensions and the total amount bid must be shown. The project must be bid in its entirety, including all bid items as specifically listed in the proposal, in order to be considered a responsive bid. Where conflict occurs between the unit price and total amount bid for any item, the unit price shall prevail and the totals shall be corrected to conform thereto. All entries must be typed or entered in ink. Entries that are not submitted typed or in ink may be considered a non-responsive bid. The estimated quantities shown are intended to provide a common proposal for all bidders.

Base Bid

#	Description	S.I.N.	Estimated Quantity	Unit	Unit Price	Bid Item Total
1	Mobilization	0001	1	LS	18,000.00	18,000.00
2	Temporary Traffic Control	6971	1	LS	35,000.00	35,000.00
3	Variable Message Boards	N/A	4	EA	750.00	3,000.00
4	Inlet Protection	6471	19	EA	125.00	2,375.00
5	Planing Bituminous Pavement	5711	10980	SY	2.45	26,901.00
6	HMA CI ½ PG 64-22 (2")	5767	1320	TON	85.50	112,860.00
7	Temp. Pavement Marking	6895	1	LS	1,000.00	1,000.00
8	Paint Line	6806	9050	LF	0.50	4,525.00
9	Plastic Stop Line	6858	100	SF	7.00	700.00
10	Plastic Crosswalk	6857	1400	SF	6.60	9,240.00
11	Raised Pavement Markers	6884	4	HUND	575.00	2,300.00
12	Adjust Manhole	N/A	1	EA	800.00	800.00
13	Adjust Manhole(Sewer)	N/A	8	EA	800.00	6,400.00
14	Adjust Catch Basin	N/A	7	EA	750.00	5,250.00
15	Adjust Valve Box (Water)	N/A	5	EA	600.00	3,000.00
16	Adjust Valve Box (Gas)	N/A	1	EA	600.00	600.00
17	Adjust Monuments	N/A	4	EA	600.00	2,400.00
18	Force Account	7715	1	LS	\$20,000.00	\$20,000.00

Total Base Bid \$254,351.00

Alternate Bid #1 – Catherine Road

#	Description	S.I.N.	Estimated Quantity	Unit	Unit Price	Bid Item Total
1	Mobilization	0001	1	LS	1,900.00	1,900.00
2	Temporary Traffic Control	6971	1	LS	6,000.00	6,000.00
3	Inlet Protection	6471	2	EA	125.00	250.00
4	Planing Bituminous Pavement	5711	710	SY	3.00	2,130.00
5	HMA CI ½ PG 64-22 (2")	5767	95	TON	90.00	8,550.00
6	Adjust Valve Box (Water)	N/A	3	EA	600.00	1,800.00
7	Adjust Valve Box (Gas)	N/A	3	EA	600.00	1,800.00
8	Adjust Monuments	N/A	2	EA	600.00	1,200.00

Total Alt. BID #1 \$23,630.00

Alternate Bid #2 – Senior Center

#	Description	S.I.N.	Estimated Quantity	Unit	Unit Price	Bid Item Total
1	Mobilization	0001	1	LS	900.00	900.00
2	Temporary Traffic Control	6971	1	LS	1,600.00	1,600.00
3	HMA CI ½ PG 64-22 (2")	5767	75	TON	110.00	8,250.00

Total Alt. BID #2 \$10,750.00

Base BID Total = \$254,351.00
 Alternate BID #1 Total = \$23,630.00
 Alternate BID #2 Total = \$10,750.00
 Total All \$288,731.00

The bidder, by signing and submitting this bid, does hereby **acknowledge receipt of Addenda** numbered 1 to 2. *Acknowledge Addendum #1, 6/15/17 RN*
Acknowledge Addendum #2, 6/22/17 RN

IN WITNESS hereto, the undersigned bidder:

- a) Agrees to the conditions of this bid;
- b) Certifies that this bid has not been restricted, modified or conditioned;
- c) Acknowledges receipt of addenda 1 to 2;
- d) Attests to the absence of collusion in the Non-Collusion Affidavit above and agrees to be bound by its provisions;
- e) Certifies and agrees concerning non-segregated facilities in the Non-Segregated Facilities statement above;
- f) Covenants, stipulates and agrees in accordance with the Anti-Discrimination Certification above;
- g) Declares, accepts and understands in accordance with the Bidder's Declarations and Understanding above;
- h) Agrees as to Washington State Sales Tax as above;
- i) Understands and agrees as to the completion time and liquidated damages as above, and
- j) With the full authority of the firm submitting this bid has signed below this 23rd day of June, 2017.

X

Signature of bidder

Richard Norman

Printed Name

President

Title

Quilceda Paving & Const., Inc.

Company Name

Address at which to direct correspondence:

Quilceda Paving & Const., Inc
3403 16th Street

City Everett State WA Zip 98201

Phone: 425-252-1010

Fax: 425-252-1019

Email: RickN@Qpaving.com

License No.: QUILCPC97IB2

Sworn before me this 23rd day of June, 2017.

Aralynn Salter

Notary Public in and for the State

Of Washington residing at Everett, WA



PROOF OF AUTHORITY TO SIGN BID

The party by whom this bid is submitted and by whom the contract will be entered into, in case the award is made to said party, is

Firm Name Quilceda Paving & Const. Inc.

- ☒ Corporation
☐ Partnership
☐ Individual

Doing business at 3403 16th Street Everett, WA 98201
Address City/State

Which is the address to which all communications concerned with this bid and contract should be sent.

The name of the president, treasurer, and manager of the bidding corporation, or the names of all persons and parties interested in this bid as partners or principals are as follows:

<u>Name/Title</u>	<u>Address</u>
<u>Richard Norman, President</u>	<u>3403 16th Street</u>
	<u>Everett, WA 98201</u>

If Sole Proprietor or Partnership

IN WITNESS hereto, the undersigned has set his (its) hand this _____ day of _____, 20____.

Signature of bidder

Title

If Corporation

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 23rd day of June, 2017.

[Signature]
Secretary

Quilceda Farming Co., Inc.
Name of Corporation

By [Signature]
Title President

- NOTE:
1. If the bidder is a co-partnership, so state, giving the name under which business is transacted.
 2. If the bidder is a corporation, only a duly authorized official may execute this Bid Proposal. This proof of authority must be notarized.

Sworn before me this 23rd day of June, 2017.

[Signature]
Notary Public in and for the State
Of Washington residing at

Everett, WA



BID DEPOSIT

A Bid Deposit shall be made payable to the City of Lake Stevens in the amount of five percent (5%) of the Total Bid Amount(s) for all schedules, based upon the Lump Sum or Bid Schedule quantities at the unit prices, including applicable taxes, and in the form indicated below and on the following page.

- ☐ Cashier's Check
☐ Certified Check
☒ Bid Bond

Amount: \$ 5%

Proposed Contract Performance Bond Surety

If the bidder is awarded a construction contract on this bid, the Surety who will provide the Contract Performance Bond will be OHIO Casualty Insurance Company

Whose address is:

1001 4th Ave, Suite 1300
Street
Seattle, WA 98154
City State Zip Code
Phone: 206-473-3788

DEPOSIT OR BID BOND FORM

DEPOSIT STATEMENT

Herewith find deposit in the form of certified check or cashier's check in the amount of \$ _____, which amount is not less than five percent of the total bid.

SIGN HERE _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Quilceda Paving & Construction, Inc., as Principal, and The Ohio Casualty Insurance Company, as Surety, are held firmly bound unto the CITY OF LAKE STEVENS, Washington, as Obligee, in the penal sum of Five Percent (5%) of Bid Amount Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

The condition of this obligation is such that, if the Obligee shall make any award to the Principal for 2017 Pavement*, according to the terms of the bid made by the Principal therefore, the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee, or if the Principal shall, in case of failure to so do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect, and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond. *Overlay, Project No: 17001

SIGNED, SEALED, AND DATED THIS 23rd DAY OF June, 2017

Quilceda Paving & Construction, Inc.

The Ohio Casualty Insurance Company

Principal

Cynthia L. Jay, Attorney-in-Fact

Surety

_____, 20____

Received return of deposit in the sum of \$ _____

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aliceon A. Keltner; Annelies M. Richie; Brandon K. Bush; Brent E. Heilesen; Carley Espiritu; Christopher Kinyon; Cynthia L. Jay; Diane M. Harding; Eric A. Zimmerman; Heather L. Allen; James B. Binder; Jamie Diemer; Jon J. Oja; Julie R. Truitt; Karen C. Swanson; Kyle J. Howat; Mary S. Norrell; Peter J. Comfort

all of the city of Tacoma, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of May, 2017.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 23rd day of May, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23 day of June, 2017.

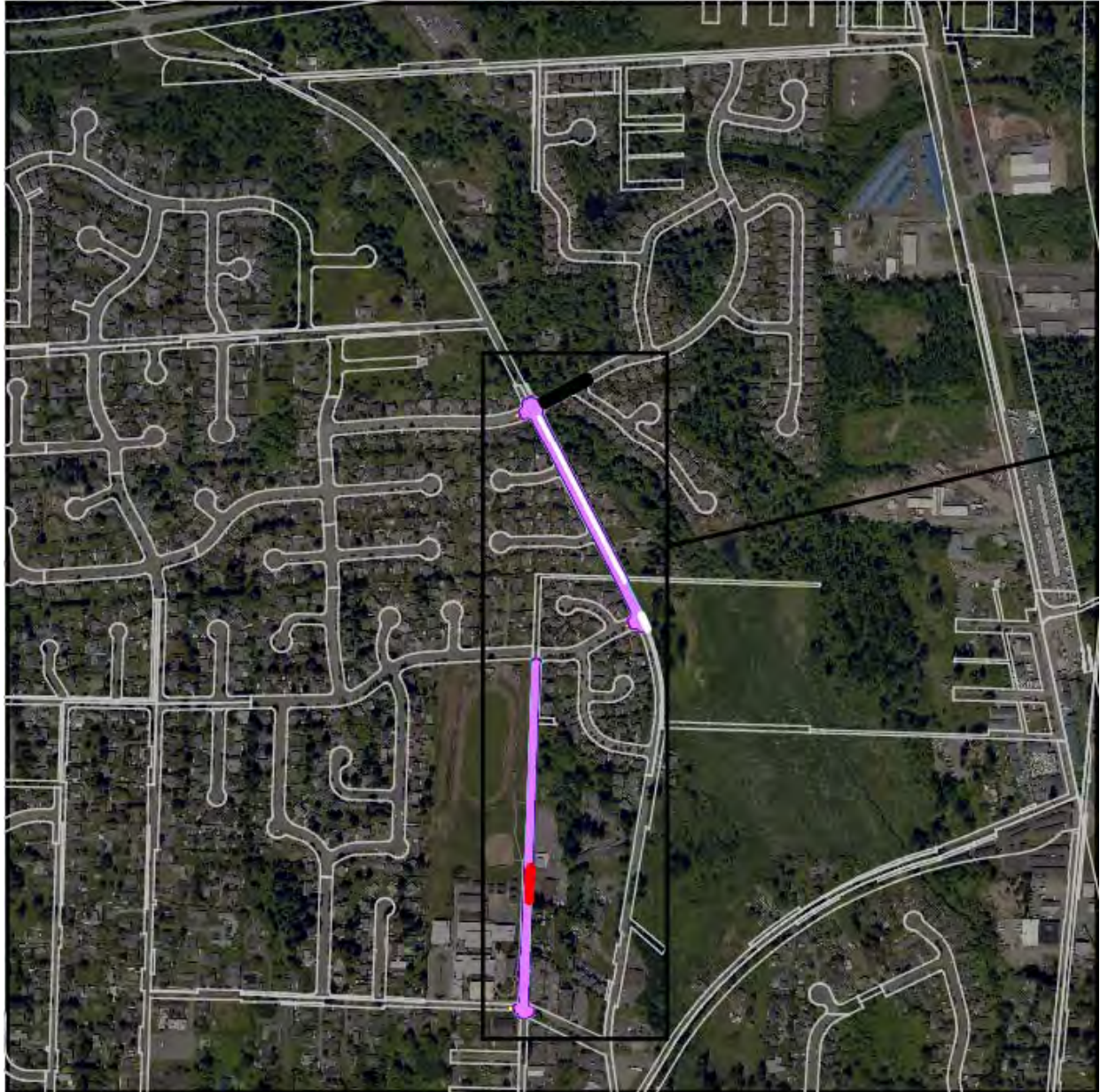


By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

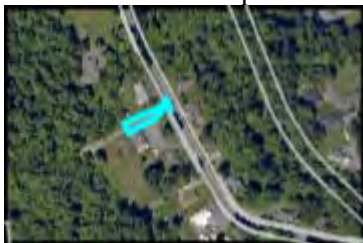
EXHIBIT B

Project Vicinity Map

Grade Road, 123rd Ave NE, and Catherine Road



Senior Center on Soper Hill Road



P:\Public Works\Projects\2017 Projects\17001 - 2017 Pavement Overlay

EXHIBIT C

Bid Summary Table

17001 - 2017 Pavement Overlay - Contractor Bid Summary

Base Bid					Engineer Estimate		Quilceda Paving		Northshore Paving Inc		Granite Construction		
#	Description	Standard Plan	SIN	Unit	Quantity	Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total
1	Mobilization		1-09.7	LS	1	\$ 31,000.00	\$ 31,000.00	\$ 18,000.00	\$ 18,000.00	\$ 25,880.00	\$ 25,880.00	\$ 22,250.00	\$ 22,250.00
2	Project Temporary Traffic Control		1-10.4(1)	LS	1	\$ 62,000.00	\$ 62,000.00	\$ 35,000.00	\$ 35,000.00	\$ 36,900.00	\$ 36,900.00	\$ 50,000.00	\$ 50,000.00
3	Variable Message Boards		N/A	EA	4	\$ 1,650.00	\$ 6,600.00	\$ 750.00	\$ 3,000.00	\$ 1,594.00	\$ 6,376.00	\$ 1,275.00	\$ 5,100.00
4	Inlet Protection	I-40.20-00	8-01.3(9)D	EA	19	\$ 100.00	\$ 1,900.00	\$ 125.00	\$ 2,375.00	\$ 80.00	\$ 1,520.00	\$ 125.00	\$ 2,375.00
5	Planing Bituminous Pavement		5-04.3(14)	SY	10980	\$ 5.00	\$ 54,900.00	\$ 2.45	\$ 26,901.00	\$ 2.80	\$ 30,744.00	\$ 3.15	\$ 34,587.00
6	HMA CI 1/2 PG 64-22 (2")		5-04	TON	1320	\$ 135.00	\$ 178,200.00	\$ 85.50	\$ 112,860.00	\$ 88.00	\$ 116,160.00	\$ 85.00	\$ 112,200.00
7	Temporary Pavement Marking		8-22	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 508.50	\$ 508.50	\$ 550.00	\$ 550.00
8	Paint Line		8-22	LF	9050	\$ 1.25	\$ 11,312.50	\$ 0.50	\$ 4,525.00	\$ 0.46	\$ 4,163.00	\$ 0.50	\$ 4,525.00
9	Plastic Stop Line		8-22	LF	100	\$ 20.00	\$ 2,000.00	\$ 7.00	\$ 700.00	\$ 6.22	\$ 622.00	\$ 6.25	\$ 625.00
10	Plastic Crosswalk	M-15.10-01	8-22	SF	1400	\$ 8.50	\$ 11,900.00	\$ 6.60	\$ 9,240.00	\$ 6.22	\$ 8,708.00	\$ 6.25	\$ 8,750.00
11	Raised Pavement Marker Type 2		8-09	HUND	4	\$ 200.00	\$ 800.00	\$ 575.00	\$ 2,300.00	\$ 531.00	\$ 2,124.00	\$ 525.00	\$ 2,100.00
12	Adjust Manhole		7-05	EA	1	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 900.00	\$ 900.00	\$ 560.00	\$ 560.00
13	Adjust Manhole (Sewer)		N/A	EA	8	\$ 500.00	\$ 4,000.00	\$ 800.00	\$ 6,400.00	\$ 900.00	\$ 7,200.00	\$ 560.00	\$ 4,480.00
14	Adjust Catch Basin		7-05	EA	7	\$ 500.00	\$ 3,500.00	\$ 750.00	\$ 5,250.00	\$ 600.00	\$ 4,200.00	\$ 560.00	\$ 3,920.00
15	Adjust Valve Box (Water)		N/A	EA	5	\$ 500.00	\$ 2,500.00	\$ 600.00	\$ 3,000.00	\$ 650.00	\$ 3,250.00	\$ 560.00	\$ 2,800.00
16	Adjust Valve Box (Gas)		N/A	EA	1	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 650.00	\$ 650.00	\$ 560.00	\$ 560.00
17	Adjust Monuments		N/A	EA	4	\$ 500.00	\$ 2,000.00	\$ 600.00	\$ 2,400.00	\$ 450.00	\$ 1,800.00	\$ 425.00	\$ 1,700.00
18	Force Account		1-09.6	FA	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
						Total	\$ 403,612.50	Total	\$ 254,351.00	Total	\$ 271,705.50	Total	\$ 277,082.00

Alternate Bid 1					Engineer Estimate		Quilceda Paving		Northshore Paving Inc		Granite Construction		
#	Description	Standard Plan	SIN	Unit	Quantity	Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total
1	Mobilization		1-09.7	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,900.00	\$ 1,900.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
2	Project Temporary Traffic Control		1-10.4(1)	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00	\$ 4,330.00	\$ 4,330.00	\$ 2,000.00	\$ 2,000.00
3	Inlet Protection	I-40.20-00	8-01.3(9)D	EA	2	\$ 100.00	\$ 200.00	\$ 125.00	\$ 250.00	\$ 80.00	\$ 160.00	\$ 125.00	\$ 250.00
4	Planing Bituminous Pavement		5-04.3(14)	SY	710	\$ 5.00	\$ 3,550.00	\$ 3.00	\$ 2,130.00	\$ 2.80	\$ 1,988.00	\$ 5.10	\$ 3,621.00
5	HMA CI 1/2 PG 64-22 (2")		5-04	TON	95	\$ 135.00	\$ 12,825.00	\$ 90.00	\$ 8,550.00	\$ 88.00	\$ 8,360.00	\$ 112.00	\$ 10,640.00
6	Adjust Valve Box (Water)		N/A	EA	3	\$ 500.00	\$ 1,500.00	\$ 600.00	\$ 1,800.00	\$ 650.00	\$ 1,950.00	\$ 560.00	\$ 1,680.00
7	Adjust Valve Box (Gas)		N/A	EA	3	\$ 500.00	\$ 1,500.00	\$ 600.00	\$ 1,800.00	\$ 650.00	\$ 1,950.00	\$ 560.00	\$ 1,680.00
8	Adjust Monuments		N/A	EA	2	\$ 500.00	\$ 1,000.00	\$ 600.00	\$ 1,200.00	\$ 450.00	\$ 900.00	\$ 425.00	\$ 850.00
						Total	\$ 26,575.00	Total	\$ 23,630.00	Total	\$ 20,638.00	Total	\$ 23,221.00

Alternate Bid 2					Engineer Estimate		Quilceda Paving		Northshore Paving Inc		Granite Construction		
#	Description	Standard Plan	SIN	Unit	Quantity	Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total
1	Mobilization		1-09.7	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 900.00	\$ 900.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
2	Project Temporary Traffic Control		1-10.4(1)	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 1,600.00	\$ 920.00	\$ 920.00	\$ 2,000.00	\$ 2,000.00
3	HMA CI 1/2 PG 64-22 (2")		5-04	TON	75	\$ 135.00	\$ 10,125.00	\$ 110.00	\$ 8,250.00	\$ 122.00	\$ 9,150.00	\$ 125.00	\$ 9,375.00
						Total	\$ 13,125.00	Total	\$ 10,750.00	Total	\$ 11,070.00	Total	\$ 11,875.00

Grand Total \$ 443,312.50 \$ 288,731.00 \$ 303,413.50 \$ 312,178.00



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: July 6, 2017

Subject: City Wide Thermoplastic Maintenance – Award of Contract

Contact / Department:	Cory Nau	Budget	\$298,850.92
	Department of Public Works	Impact:	Incl. contingency

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Award the City Wide Thermoplastic Maintenance project to Stripe Rite, Inc. in an amount of \$293,850.92 with an authorized administrative contingency of \$5,000.00.

SUMMARY/BACKGROUND:

The maintenance of thermoplastic line throughout the city is a regular part of street surface preservation and an amount of \$125,000.00 was included for this work in the 2017 budget. This year's maintenance of thermoplastic includes 81 intersection locations requiring maintenance of stop bars, crosswalk, left and right turn arrows, merge arrows, yield chevrons, lane striping, and traffic lettering.

The city released the request for bid on June 19, 2017 and received bids by July 5, 2017. The city received three (3) responsive bids with the lowest bid coming from Stripe Rite, Inc. at \$293,850.92 and the highest bid from Apply-A-Line, Inc. at \$434,171.23. There was no engineer's estimate calculated for this work. The administrative contingency not to exceed \$5,000.00 will be used to cover any unexpected costs or expansions to the scope of work.

The majority of this project will take place within the vicinity of residential and commercial areas. When available, the Contractor will be required to keep at least one lane of traffic open in each direction through intersections during the work, with no lane closures being allowed between 3:30 PM and 6:00 PM unless otherwise approved by the City. The Project shall be completed within 30 calendar days of the Notice to Proceed.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: Funding of \$125,000 was approved in the 2017 budget. Total project bid, with contingency, is \$298,850.92. The additional \$173,850.92 to fully fund this project will come from the savings of 2017 Pavement Overlay Project and the savings from the Grade Road Embankment Repair Project.

ATTACHMENTS:

- ▶ Exhibit A: Public Works Contract
- ▶ Exhibit B: Thermoplastic Repair List
- ▶ Exhibit C: Bid Summary Table

EXHIBIT A

SMALL PUBLIC WORKS CONTRACT (Under \$300,000)

THIS SMALL PUBLIC WORKS CONTRACT (“Contract”) is made and entered into this ____ day of July, 2017, by and between the City of Lake Stevens, Washington, a Washington State municipal corporation (“City”), and Stipe Rite, Inc., a Washington corporation licensed to do business in Washington State (“Contractor”).

WHEREAS, the City desires to accomplish certain public works entitled 2017 Pavement Marking (“the Project”) having an estimated cost \$300,000 or less; and

WHEREAS, the City solicited written Bid Proposals for the Project; and

WHEREAS, the City received and reviewed written Bid Proposals for the Project, and has determined that Contractor is the lowest responsible bidder; and

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

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

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the 2017 Pavement Marking (“Project”) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than 30 days from notice to proceed.

2. Contract Documents.

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

- A. ☒ Plans and Contract Drawings.
- B. ☒ Scope of Work.
- C. ☒ Proposal/Bid Submittal (attached).
- D. ☐ 2016 or _____ Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) (“Standard Specifications”) (referenced but not attached).
- E. ☐ WSDOT Amendments to the Standard Specifications (referenced but not attached).
- F. ☐ 2010 APWA Supplement General Special Provisions (referenced but not attached).
- G. ☐ City of Lake Stevens Engineering Standards (referenced but not attached).
- H. ☐ Addenda (**if any**).
- I. ☒ Payment and Performance Bond (attached).

- J. ☐ Retainage Bond (attached) (optional-see Section 5).

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

3. Commencement of Work.

Work shall not proceed under this Contract until the Contractor has met the following conditions:

- A. Contract has been signed and fully executed by the parties.
- B. The Contractor has provided the City with the certificates of insurance required under Section 22.
- C. The Contractor has obtained a City of Lake Stevens Business License.
- D. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

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

4. Time is of the Essence/Liquidated Damages.

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

5. Payment for Project.

A. Total Contract Sum for Project. Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed \$293,850.92 (two hundred ninety-three thousand, eight hundred and fifty dollars and ninety two cents) in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

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

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

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

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

F. Final Payment. Pursuant to RCW Chapter 60.28, a sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract. This retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under the Contract.

Monies retained under the provisions of RCW Chapter 60.28 shall, at the option of the Contractor, be:

1. Retained in a fund by the City; or
2. Deposited by the City in an escrow (interest-bearing) account in a bank, mutual savings bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the City and are not to be allowed to be withdrawn without the City's written authorization. The City will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At or before the time the Contract is executed, the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) calendar days following the Final Acceptance of the Project provided the following conditions are met:

1. A release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.

4. Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.

5. All claims, as provided by law, filed against the retainage have been resolved.

6. If requested by the City, the Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. Final Acceptance. Final Acceptance of the Project occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.

H. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

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

6. Term of Contract.

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

7. Termination of Contract.

A. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided

by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

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

8. Status of Contractor.

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

9. Permits.

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

10. Business License Required.

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

11. Work Ethic.

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

12. City Ownership of Work Products.

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

13. Job Safety.

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

B. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The

Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

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

15. Taxes and Assessments.

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

16. Nondiscrimination Provision.

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

17. The Americans with Disabilities Act.

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

18. Compliance With Law.

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

19. Guarantee of Work.

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

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

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

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

20. Contractor's Risk of Loss.

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

21. Indemnification and Hold Harmless.

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

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

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

D. 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

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

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

22. Insurance.

A. Insurance Term.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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.

Contractor's required insurance shall be of the types and coverage as stated below:

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

2. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

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

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

5. ☐ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

3. ☐ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

4. ☐ Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. **City of Lake Stevens Full Availability of Contractor Limits.**

If the Contractor maintains higher insurance limits than the minimums shown above, the City of Lake Stevens shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City of Lake Stevens evidences limits of liability lower than those maintained by the Contractor.

F. **Other Insurance Provisions.**

The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

G. **Acceptability of Insurers.**

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

H. **Verification of Coverage.**

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the City of Lake Stevens, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

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

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

I. **Contractor's Insurance for Other Losses.**

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned

or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. Subcontractors.

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

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the City of Lake Stevens is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. Waiver of Subrogation.

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

L. Notice of Cancellation of Insurance.

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance.

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

23. Assignment and Subcontractors.

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

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

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

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person

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

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

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

24. Severability.

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

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

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

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

27. Survival.

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

28. Contract Representatives and Notices.

This Contract shall be administered for the City by the Public Works Director, Eric Durpos and shall be administered for the Contractor by the Contractor's Contract Representative, President, Steve Bateman. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (Physical Address)
Post Office Box 257 (Mailing Address)
Lake Stevens, WA 98258
Telephone: 425.334.1012

To Contractor:

Steve Bateman, President
Stipe Rite, Inc.
1813 137th Avenue East
Sumner, WA 98390
Telephone: 253.299.1200

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

29. Third Parties.

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

30. Governing Law.

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

31. Venue.

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

32. Attorney Fees.

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

33. Authority.

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

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

34. Counterparts.

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

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

City of Lake Stevens

Stripe Rite, Inc.

By: _____
John Spencer, Mayor

By: _____
Steve Bateman, President

Attest:

Kathy Pugh, Deputy City Clerk

Approved as to Form:

Grant K. Weed, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City

Contractor

ATTACHMENTS: Scope of Work

**City of Lake Stevens
REQUEST FOR BID
2017 PAVEMENT MARKING**

28 June 2017

LOCATION: Various locations with City

SCOPE OF WORK: The work to be performed will include furnishing all labor, materials and equipment necessary to install thermoplastic pavement markings and perform all work as required by the contract in accordance with the contract plans, Specifications and Standard Specifications, all of which are made a part hereof.

MATERIALS AND EQUIPMENT TO BE FURNISHED:

Contractor shall furnish all labor, equipment, tools, material, supplies and any other item(s) necessary to successfully complete the project as specified.

BID PRICES:

Bid prices shall include everything necessary for the completion of the work including, but not limited to, providing the materials, equipment, tools, supplies, and the management, superintendence, and labor services. Bid prices shall include allowance for federal, state, and local taxes, except as otherwise provided for by separate line entry. Prices bid shall include delivery to and installation at Various locations within City.

SITE PLANS

Site plan drawing are included for locations in attachment A.

INQUIRIES: Questions on this work need to be directed to the following City staff:

Cory Nau, Senior Engineer
cnau@lakestevenswa.gov
425-212-3313

Inquiries made and responses given will be posted on the City's website for all potential bidders to review.

CONTRACT: Work shall comply with the terms and conditions of the sample contract included in the attachment.

TIME FOR COMPLETION OF WORK: Project shall be completed within 30 calendar days of notice to proceed.

PAYMENT: Payment shall be made within 30 days of invoicing following acceptance by the City in accordance with the terms of the Contract. Payments shall be subject to retainage. Final payment will be made in accordance with the terms of the Contract.

WARRANTY: The contractor shall warrant that the materials and workmanship are free of defects for a period of 12 months after final acceptance of the entire scope of this contract. Any repairs/or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

CONTRACT BOND OR PERFORMANCE BOND: The successful bidder will be required to make, execute, and deliver a good and sufficient bond equal to the amount of the full contract with a surety company as surety, conditioned that the successful bidder shall perform all the provisions of this contract and pay all laborers, mechanics, and subcontractors and material men and all persons who supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work. This bond shall be filed with the City Clerk. The surety must agree to be bound by the laws of the State of Washington and subject to the jurisdiction of the State of Washington.

PREVAILING WAGES: Prevailing wages are required on this project.

BUSINESS LICENSE: Contractor is required to obtain a City Business License prior to performing work within the City.

BID SUBMITTAL: Must be received by the City by at **10:00 AM** on **5 JULY 2017** at the City Hall located at 1812 Main Street, PO BOX 257 Lake Stevens, WA 98258 or emailed to awells@lakestevenswa.gov. Bids received after the deadline will not be considered.

Bid must include name of company, contact information, contractor's license number. The bid is to be provided as a Lump Sum and shall include all applied taxes.

BID PROCESS: The City will review bids received by the submission deadline. The review panel will select the bid of the lowest responsible bidder. Non-responsive bids will not be considered. The City reserves the right to reject any and all bids. The bidder must complete the Bid Proposal section on this document. The City reserves the right to reject any and all bids.

Bid Proposal must be provided to the City by **10:00 AM** on **5 JULY 2017**, late submittals will not be accepted. Email, and mailed bids will be accepted using the following methods:

Email: Amanda Wells at awells@lakestevenswa.gov

Mail: 1812 Main Street P.O. Box 257, Lake Stevens, WA 98258 attn. Amanda Wells

The successful bidder will be required to execute a contract substantially in the form attached as Attachment B

ATTACHMENT A – Specifications

Bid Proposal for 2017 PAVEMENT MARKING

Item No.	Description	Unit of Measure	Quantity	Unit Price	Extended Price
1	Mobilization	Lump Sum	Lump Sum	\$ 7,500.00	\$ 7,500.00
2	Project Temporary Traffic Control for all work	Lump Sum	Lump Sum	\$ 39,000.00	\$ 39,000.00
3	Remove Traffic Arrow	Each	128	\$ 66.00	\$ 8,448.00
4	Remove Crosswalk	SF	11724	\$ 3.00	\$ 35,172.00
5	Remove Stop Line	LF	4148	\$ 4.55	\$ 18,873.40
6	Remove Merge Left Arrow	Each	6	\$ 66.00	\$ 396.00
7	Remove "ONLY" Letters	Each	3	\$ 66.00	\$ 198.00
8	Remove "YIELD" Letters	Each	44	\$ 66.00	\$ 2,904.00
9	Remove Yield Chevrons	Each	8	\$ 66.00	\$ 528.00
10	560 LF Profile Line Lake View Drive	Lump Sum	Lump Sum	\$ 9,455.00	\$ 9,455.00
11	Plastic Traffic Arrow	Each	128	\$ 111.00	\$ 14,208.00
12	Plastic Crosswalk	SF	16364	\$ 4.77	\$ 78,056.28
13	Plastic Stop Line	LF	5918	\$ 7.66	\$ 45,331.88
14	Plastic Merge Left Symbol	Each	8	\$ 155.00	\$ 1,240.00
15	Plastic "ONLY" Letters	Each	3	\$ 155.00	\$ 465.00
16	Plastic "YIELD" Letters	Each	44	\$ 155.00	\$ 6,820.00
17	Plastic Yield Chevrons	Each	8	\$ 155.00	\$ 1,240.00

TOTAL BID (Sub-Total + Sales Tax 8.9%)

\$ 269,835.56 + \$24,015.36

TOTAL

\$ 293,850.92

Earliest start date (write in):

August 28th, 2017

Completion time from the date of Notice to Proceed (calendar days): _____

If awarded this bid, I will be able complete the installation by the date listed in this document.


Company: Stripe Rite, Inc.

Email: justin@striperite.com

Address: 1813 137th Ave E.

City: Sumner

Zip: 98390

Signature: 

Date: 6/30/17

2017

Print Name: Justin Williams

Phone: 253.863.2987

EXHIBIT B

Thermoplastic Repair List

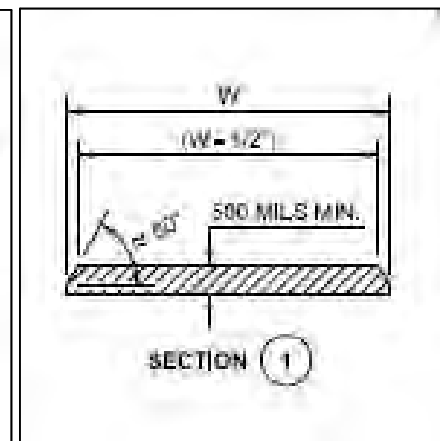
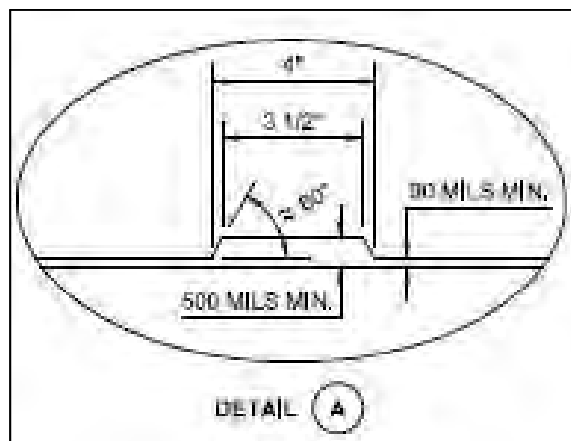
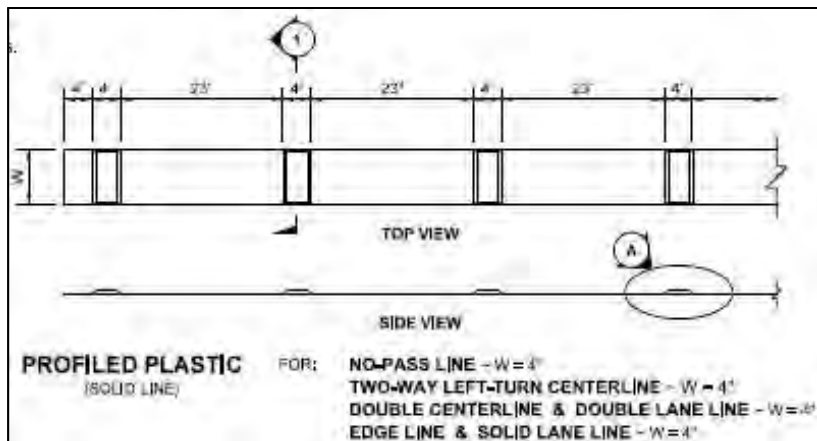
Priority	Application Road	Intersecting Road	Quadrant	Stop Bar (SF)	Crosswalk (SF)	LT Arrows (EA)	RT Arrows (EA)	ONLY (EA)	Merge Left Arrows (EA)	Yield Chevrons (EA)	YIELD (EA)	New?
School Zones												
1	113th Avenue NE	36th Street NE	E/W	60	280	0	0	0	0	0	0	
1	113th Avenue NE	34th Street NE	S/E	30	280	0	0	0	0	0	0	
1	113th Avenue NE	32nd Street NE	N/S/E	120	320	0	0	0	0	0	0	
1	113th Avenue NE	30th Street NE	N/S/W	100								
Priority	Application Road	Intersecting Road	Quadrant	Stop Bar (SF)	Crosswalk (SF)	LT Arrows (EA)	RT Arrows (EA)	ONLY (EA)	Merge Left Arrows (EA)	Yield Chevrons (EA)	YIELD (EA)	New?
1	Lake View Drive	Cedar Road	N	*See attach								
1	SR-204	Lundeen Parkway	NW/SE	140	448	4	2	0	0	0	0	
1	SR-204	91st Avenue NE	N/S	116	480	4	0	0	0	0	0	
1	SR-204	81st Avenue SE	N	100	0	0	0	0	0	0	0	
1	SR-204	10th Street SE	NW/SE	92	0	0	0	0	0	0	0	
1	SR-9	Lundeen Parkway	E/W	196	496	12	2	0	4	0	0	
1	SR-9	Market Place	E/W	132	500	4	0	0	0	0	0	
1	SR-9	4th Street SE	E/W	30	0	0	1	1	0	0	0	
1	SR-9	20th Street SE	E/W	80	500	8	0	0	0	0	0	
1	SR-92	Callow Road	S	50	0	0	0	0	0	0	0	
1	SR-92	Grade Road	S	50	0	0	0	0	0	0	0	
1	SR-92	127th Drive NE	S	30	0	0	1	0	0	0	0	
1	20th Street SE	91st Avenue SE	N/E/W	200	620	4	2	0	0	0	0	
1	20th Street SE	99th Avenue SE	N/S/E/W	272	860	7	0	0	0	0	0	
1	20th Street SE	S. Lake Stevens Road	N/S/E/W	350	1020	11	5	0	0	0	0	
1	91st Avenue SE	9th Place SE	W	40	0	0	0	0	0	0	0	
1	91st Avenue SE	8th Street SE	E/W	60	140	0	0	0	0	0	0	X
1	91st Avenue SE	4th Street SE	N/W	40	100	0	0	0	0	0	0	X
1	91st Avenue NE	Vernon Road	E/W	120	80	0	1	0	0	0	0	
1	Lundeen Parkway	Vernon Road	SW/NE/NW	100	280	0	0	0	2	0	0	X
1	Lundeen Parkway	10th Street NE	N/S/E/W	160	520	4	0	0	0	0	0	
1	Lundeen Parkway	15th Street NE	N/S/E/W	180	520	4	0	0	0	0	0	
1	Lundeen Parkway	99th Avenue SE	N/S/E/W	140	0	4	1	1	0	0	0	
1	Lundeen Parkway	101st Avenue SE	N/S/E/W	80	200	2	2	0	0	0	0	
1	Lundeen Parkway	Callow Road	N/S/E/W	0	480	0	0	0	0	20	4	
1	20th Street NE	114th Avenue NE	S/W	30	100	0	0	0	0	0	0	X
1	20th Street NE	118th Avenue NE	S/W	30	100	0	0	0	0	0	0	
1	20th Street NE	123rd Avenue NE	N/S/E/W	120	260	0	0	0	0	0	0	
1	20th Street NE	Main Street	N/S/E/W	150	300	0	0	0	0	0	0	
1	20th Street NE	131st Avenue NE	N/W	30	100	0	0	0	0	0	0	
2	SR-9	Soper Hill Road	E/W	74	420	0	2	0	0	0	0	
2	Lundeen Parkway	12th Street NE	E	30	100	0	0	0	0	0	0	X
2	Lundeen Parkway	12th Place NE	N/S/E/W	60	200	0	0	0	0	0	0	X
2	Lundeen Parkway	17th Street NE	SE	40	140	0	0	0	0	0	0	X
2	Lundeen Parkway	Lake Drive	N/S/E/W	0	560	0	0	0	2	24	4	
2	20th Street NE	116th Avenue NE	N	30	140	0	0	0	0	0	0	X
2	20th Street NE	117th Avenue NE	N	30	140	0	0	0	0	0	0	X
2	20th Street NE	125th Avenue NE	S	30	140	0	0	0	0	0	0	X
2	Grade Road	30th Street NE	N/S/E/W	90	620	0	0	0	0	0	0	X
2	Grade Road	36th Street NE	E	50	0	0	0	0	0	0	0	X

3	91st Avenue SE	17th Street SE	W	60	100	0	0	0	0	0	0	X
3	91st Avenue SE	16th Place SE	E/W	90	100	0	0	0	0	0	0	X
3	91st Avenue SE	15th Place SE	E/W	80	100	0	0	0	0	0	0	X
3	91st Avenue SE	12th Place SE	W	30	100	0	0	0	0	0	0	X
3	91st Avenue SE	11th Place SE	W	40	0	0	0	0	0	0	0	
3	91st Avenue SE	10th Place SE	W	40	0	0	0	0	0	0	0	
3	20th Street NE	Cedar Road	N	30	0	0	0	0	0	0	0	
3	Grade Road	22nd Street NE	W	50	140	0	0	0	0	0	0	X
3	Grade Road	32nd Street NE	W	40	0	0	0	0	0	0	0	X
4	SR-204	71st Avenue SE	SE	30	120	0	1	1	0	0	0	
4	20th Street SE	94th Drive SE	N	30	140	0	0	0	0	0	0	X
4	91st Avenue SE	19th Place SE	W	30	100	0	0	0	0	0	0	X
4	91st Avenue SE	7th Street SE	E	40	0	0	0	0	0	0	0	X
4	20th Street NE	112th Drive NE	N	40	140	0	0	0	0	0	0	X
4	20th Street NE	114th Drive NE	N/S	60	100	0	0	0	0	0	0	X
4	20th Street NE	130th Drive NE	N/W	30	100	0	0	0	0	0	0	
4	20th Street NE	131st Drive NE	S	30	100	0	0	0	0	0	0	X
4	Grade Road	Meadow Drive	W	50	140	0	0	0	0	0	0	X
4	Grade Road	26th Street NE	W	50	140	0	0	0	0	0	0	X
4	Grade Road	28th Place NE	W	50	140	0	0	0	0	0	0	X
4	Grade Road	29th Place NE	W	50	140	0	0	0	0	0	0	X
5	20th Street SE	75th Avenue SE	N/S/E/W	200	300	4	0	0	0	0	0	
5	20th Street SE	79th Avenue SE	N/S/E/W	256	580	8	4	0	0	0	0	
5	20th Street SE	83rd Avenue SE	N/S/E/W	190	660	4	0	0	0	0	0	
5	20th Street SE	85th Drive SE	N	30	0	0	0	0	0	0	0	X
5	20th Street SE	88th Drive SE	N	70	0	0	0	0	0	0	0	X
5	20th Street SE	88th Avenue SE	S	30	0	0	0	0	0	0	0	X
5	20th Street SE	92nd Drive SE	S	30	140	0	0	0	0	0	0	X
5	20th Street SE	93rd Drive SE	S	30	140	0	0	0	0	0	0	X
5	20th Street SE	97th Avenue SE	N	30	140	0	0	0	0	0	0	X
5	91st Avenue SE	2nd Place SE	W	30	100	0	0	0	0	0	0	X
5	91st Avenue SE	1st Place SE	W	30	100	0	0	0	0	0	0	X
5	91st Avenue NE	Meridian Place	E	30	0	0	0	0	0	0	0	X
5	91st Avenue NE	1st Place NE	E	30	0	0	0	0	0	0	0	X
5	Lundeen Parkway	8th Place NE	W	30	100	0	0	0	0	0	0	X
5	Lundeen Parkway	Sandy Beach Drive	S	30	140	0	0	0	0	0	0	X
5	20th Street NE	127th Avenue NE	N/S/E/W	60	620	0	0	0	0	0	0	
New				5918	16364	84	24	3	8	44	8	
Remove				4148	11724	84	24	3	6	44	8	

WHITE THERMOPLASTIC PROFILE
LINE:
LAKE VIEW DR
INSTALL 560 LF OF WHITE PROFILE
LINE



WSDOT STANDARD PLAN
M-20.20-02
USE W=4"



PROJECT
17006 City Wide Thermoplastic
BIDDER
#1
Stripe Rite, Inc. 1813 137th Ave E Sumner, WA 98390 253.863.2987
#2
Apply-A-Line, Inc. 175 Roy Rd SW, Bldg C Pacific, WA 98047 253.299.1200
#3
Specialized Pavement Marking 14329 32nd Street East Sumner, WA 98390 253.321.3257
#4

BASE BID	SALES TAX (IF APPLICABLE)	TOTAL BID
\$269,835.56	\$24,015.36	\$293,850.92
\$398,688.00	\$35,483.23	\$434,171.23
\$308,000.00	\$27,412.00	\$335,412.00
\$0.00	\$0.00	\$0.00



STAFF REPORT

Council Agenda Date: 11 July 2017

Subject: Eurasian Watermilfoil Services – Supplemental 2

Contact Person:	Eric Durpos	Budget Impact:	\$27,518.00
Department:	Public Works		Not to exceed

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize Supplement No. 2 to the current contract with AquaTechnex, LLC to perform the recommended control measures as part of the 2017 implementation of Application Strategy Plan for an amount of \$27,518.00.

SUMMARY/BACKGROUND: In 2010, the City, in partnership with the County, performed a study of the lake's Eurasian Milfoil problem and had prepared an Integrated Aquatic Plant Control Plan (Plan) to provide a long-term solution to dealing with this weed problem. The Plan was adopted in early 2011 and implementation of the Plan started that year. The Plan recommended the treatment method, implementation schedule, and an estimated budget. In brief, the Plan recommended an initial full lake treatment (Year-1), a follow up spot treatment (Year-2 and Year-3), and monitoring thereafter with spot treatments as needed. The action proposed in this spot treatment is part of the Year-7 follow up treatment.

Aqua Technex conducted the first survey for the Lake for 2017, which was followed up with a complete inspection of the littoral zone, which found Milfoil growth has exploded in many areas of Lake Stevens which have been relatively clean since 2011. There are approximately 125 acres of lake that could use treatment at this point. The department is requesting to consider a larger treatment focus in 2017.

Scope of Services:

Aqua Technex to develop an integrated approach using a combination of effective aquatic herbicides to help target 125 acres of Milfoil growth. Contractor to use Renovate OTF granular on narrower shoreline bands where the controlled release pellets would insure exposure, and liquid 2,4-D or Diquat in the larger beds of Milfoil. Under this approach approximately 50 acres to be treated with Renovate OTF and 75 acres with DMA4 as outlined on 2017 proposed Eurasian Milfoil Treatment map.

APPLICABLE CITY POLICIES: None

BUDGET IMPACT: \$27,518.00 to come from expected savings of aerator removal.

ATTACHMENTS:

- Attachment A: Professional Service Agreement Supplemental No. 2

ATTACHMENT A

**SUPPLEMENTAL AGREEMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF LAKE STEVENS AND
AQUATECHNEX, LLC FOR EURASIAN WATERMILFOIL SERVICES**

This Supplemental Agreement No. 2 is made and entered into on the ____ day of _____, 2017, between the City of Lake Stevens, hereinafter called the "City" and AquaTechnex, LLC, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for Eurasian Watermilfoil service, hereinafter called the "Project," said Agreement being dated 22nd April 2016; and

WHEREAS, the parties entered into Supplemental Agreement No. 1 to Professional Services Agreement to provide for a Scope of Services for Summer 2017 – Eurasian Milfoil Services on April 28, 2017; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for additional Milfoil treatment services 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 22nd April 2016, and Supplemental Agreement No. 1 to Professional Services Agreement dated April 28, 2017 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 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. 2.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph IV.1 Payments, Section (a), the second sentence is amended to include the additional Consultant fee of \$44,250.00 and shall read as follows: "In no event shall total payment under this agreement exceed \$88,500.00"

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

Original Agreement	\$44,250.00
Supplemental Agreement No.1 (2017)	\$44,250.00

Supplemental Agreement No. 2 (2017) \$27,518.00

Grand Total \$116,018.00

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF LAKE STEVENS

AQUATECHNEX, LLC

By: _____
John Spencer, Mayor

By: _____

Printed Name & Title

ATTEST/AUTHENTICATED

By: _____
Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

EXHIBIT A

Scope of Services

Aqua Technex to develop an integrated approach using a combination of effective aquatic herbicides to help target 125 acres of Milfoil growth. Contractor to use Renovate OTF granular on narrower shoreline bands where the controlled release pellets would insure exposure, and liquid 2,4-D or Diquat in the larger beds of Milfoil. Under this approach approximately 50 acres to be treated with Renovate OTF and 75 acres with DMA4 as outlined on 2017 proposed Eurasian Milfoil Treatment map.





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: July 11, 2017

Subject: 2017 Budget Amendment #2

Contact Person/Department: Barb Stevens/ Finance

Budget Impact: Yes

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

DISCUSS: Ordinance No. 999 Amending Budget Ordinance No. 975, and 988 and including changes to Organizational Chart.

PRIOR REVIEW:

Many items within the budget amendment have been discussed at various committee and/or City Council meetings.

SUMMARY/BACKGROUND:

The following table summarizes the effect of the complete budget amendment:

Budget Action	Budgeted Beginning Balance	Budgeted Resources	Budgeted Expenditures	Budgeted Ending Balance
2017 Original Budget	\$27,098,583	\$26,078,798	\$32,522,873	\$20,654,508
Budget Amendment #1	\$863,674	\$3,316,451	\$4,763,261	(\$583,136)
Budget Amendment #2	\$0	(\$217,899)	\$176,571	(\$394,470)
Totals	\$27,962,257	\$29,177,350	\$37,462,705	\$19,676,901

Amendments are being proposed in revenue and expenditure line items throughout the funds. Proposed amendments include some prior year budgeted items that were not completed during the year and were overlooked during the first amendment (need reauthorization), new requests, or other obligations and are summarized by type as follows:

Revenues

- Transportation Benefit District (\$217,899) – Was unintentionally not removed from the budget during Amendment #1

Expenditures

- Operating Expenditures (supplies, consultants, repairs) \$79,971
- Capital Purchases (vehicles, equipment) \$60,500
- Project Related Costs \$36,100

The attached amended organizational chart includes the changes in positions, yet insignificant net change in budget. These positions changes include:

- Eliminate (1) City Engineer Position
- Eliminate (1) Public Works Superintendent Position
- Add (2) Public Works Crew Worker I Positions

APPLICABLE CITY POLICIES:

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

BUDGET IMPACT:

The budget ordinance will amend ending balances, revenues and expenditures in the funds set forth in the ordinance as well as amend the staffing positions as set forth in the organizational chart.

ATTACHMENTS:

- ▶ Exhibit A: Ordinance No. 999
- ▶ Exhibit A - Attachment: Budget Line Item Detail
- ▶ Exhibit B - Attachment: Amended Organizational Chart

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON
ORDINANCE NO. 999**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE 2017 BUDGET AS SET FORTH IN ORDINANCE NO. 975 AND AS AMENDED IN ORDINANCE NO. 988 CONCERNING FUND BALANCES, REVENUES AND EXPENDITURES FOR VARIOUS FUND BALANCES FOR THE YEAR 2017.

WHEREAS, the City of Lake Stevens adopted the 2017 budget pursuant to Ordinance No. 975, and amended the 2017 budget in Ordinance 988; and

WHEREAS, the City of Lake Stevens will receipt revenues and incur expenditures in categories and amounts other than anticipated in the adopted 2017 budget; and

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

SECTION 1. The 2017 budget, as adopted in Ordinance No. 975, and as amended in Ordinance 988, is hereby amended as follows:

<i>Fund</i>	<i>Description</i>	<i>Current Budget</i>	<i>Amended Budget</i>	<i>Amount of Inc/(Dec)</i>	<i>ExpRev</i>
001 - General	Expenditures	\$18,362,168	\$18,446,569	\$84,401	Exp.
001 - General	Ending Fund Balance	\$5,733,515	\$5,649,114	(\$84,401)	EndBal.
101 - Street	Revenues	\$2,162,672	\$1,944,773	(\$217,899)	Rev.
101 - Street	Expenditures	\$3,241,744	\$3,266,844	\$25,100	Exp.
101 - Street	Ending Fund Balance	\$2,264,076	\$2,021,077	(\$242,999)	EndBal.
410 - Storm & Surface Water	Expenditures	\$2,241,543	\$2,248,113	\$6,570	Exp.
410 - Storm & Surface Water	Ending Fund Balance	\$1,039,114	\$1,032,544	(\$6,570)	EndBal.
530 - Equip Fund - PW	Expenditures	\$637,500	\$698,000	\$60,500	Exp.
530 - Equip Fund - PW	Ending Fund Balance	\$482,526	\$422,026	(\$60,500)	EndBal.

SECTION 2. Except as set forth above, all other provisions of Ordinance 975 and as amended in Ordinance 988 shall remain in full force, unchanged.

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

PASSED by the City Council of the City of Lake Stevens this 22nd day of August, 2017.

John Spencer, Mayor

ATTEST/AUTHENTICATION:

Kathy Pugh, Deputy City Clerk

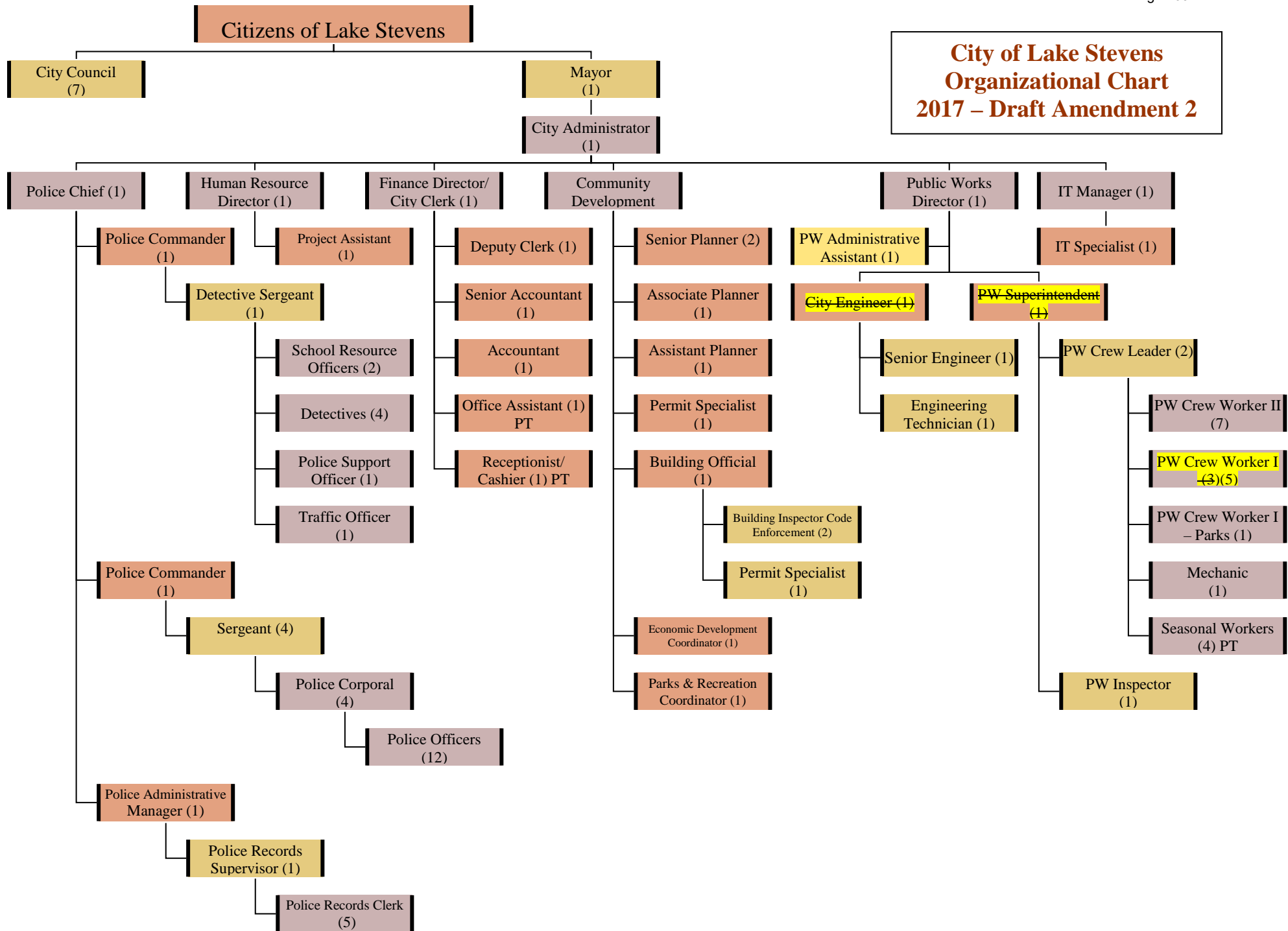
APPROVED AS TO FORM:

Grant Weed, City Attorney

Presented: July 11, 2017
Final Reading: August 22, 2017
Published:
Effective:

2017 Budget Amendment Detail

Revenue/Expenditure Account	Fund	Total Amount	Obligated	Reauthorize	New Request	Type	Notes
TBD Revenue	101	\$ (217,899)	\$(217,899)			rev	Missed removing from Budget at BA1
Lobbyist	001	\$ 32,800	\$ 32,800			exp	Strategies 360 - Federal Lobbyist (4/11/17 City Council)
Vetrans Commission Consultant	001	\$ 18,000	\$ 18,000			exp	City Council (6/13/17)
Chapel Hill Architecture	001	\$ 11,000	\$ 11,000			exp	Makers contract (3/28/17 City Council)
Buoy Program Purchases	001	\$ 7,700	\$ 7,700			exp	City Council (6/27/17)
SWM Billing Costs	410	\$ 6,570	\$ 6,570			exp	Incresased by Snohomish County
IT - Cegis Requirements	001	\$ 2,800	\$ 2,800			exp	Annual
Sidewalk Repaii	101	\$ 25,100		\$ 25,100		exp	2016 work invoiced in 2017
2017 LE Donation received in 2016	001	\$ 10,000		\$ 10,000		exp	2017 LE Donation received in 2016
2016 LE Donation RF	001	\$ 1,246		\$ 1,246		exp	2016 LE Donation RF
Arts Commission Roll Forward	001	\$ 854		\$ 854		exp	
PW Truck	540	\$ 36,000			\$ 36,000	exp	PW Subcommittee (6/21/17)
Mower (John Deere)	540	\$ 24,500			\$ 24,500	exp	PW Subcommittee (6/21/17)





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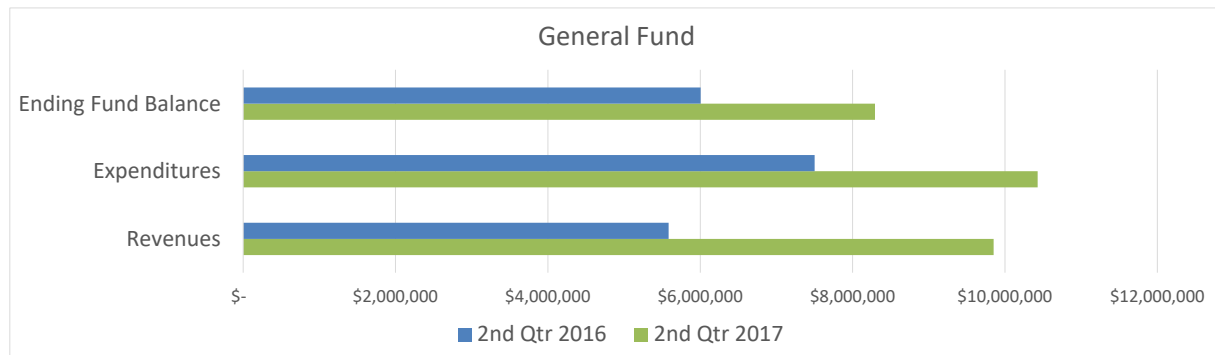
CITY OF LAKE STEVENS
2017 2nd Quarter Financial Summary

General Fund - Summary

Description	2nd Qtr 2016	2017 Amended Budget	2nd Qtr 2017	Percent +/- of 2017 Budget
Beginning Cash Balance	\$ 7,922,111	\$ 8,870,034	\$ 8,870,034	100.0%
Revenues	\$ 5,584,639	\$ 15,225,649	\$ 9,850,959	64.7%
Expenditures	\$ 7,501,817	\$ 18,362,168	\$ 10,428,060	56.8%
Ending Fund Balance	\$ 6,004,933	\$ 5,733,515	\$ 8,292,933	

Total revenues are approximately 65% of budget prior year was at 55%.

Total expenditures are approximately 57% of budget, prior year was 67%.



General Fund - Revenues

Revenue Category	2nd Qtr 2016	2017 Amended Budget	2nd Qtr 2017	Percent +/- of 2017 Budget
Taxes	\$ 3,630,563	\$ 8,315,534	\$ 4,454,467	53.6%
Licenses & Permits	\$ 1,232,209	\$ 1,628,350	\$ 705,304	43.3%
Grants & State Remit	\$ 216,562	\$ 1,035,230	\$ 595,743	57.5%
Charges for Services	\$ 365,478	\$ 404,765	\$ 346,781	85.7%
Fines and Forfeits	\$ 75,952	\$ 156,100	\$ 84,188	53.9%
Miscellaneous	\$ 53,694	\$ 84,370	\$ 71,393	84.6%
Non-Revenue/Other	\$ 10,180	\$ 3,601,300	\$ 3,593,083	99.8%
Total	\$ 5,584,638	\$ 15,225,649	\$ 9,850,959	64.7%

Total Receipts are approximately 65% of budget and are currently within budget expectations

Taxes are at 54% of budget

Licenses & Permits are currently 43% of budget. Building permits make up the largest portion of this balance and are currently 38% of the total budget for the year.

Grants & State Remit are 57% of budget. This revenue type includes grants, liquor profits, liquor taxes, criminal justice and City assistance funds, as well as PUD tax which is an annual tax that has not yet been received.

Service Charges are currently 86% of budget, and are estimated to exceed budget expectations. The majority of this balance is made up of passports, and photos, and land use fees which are all exceeding expectations. This line also includes the monthly receipts for School Resources Officers services

Fines and Forfeiture are 54% of budget and correlate with the municipal court expenditures.

Non-revenues/other includes the sale of property that correlates with a property purchase expenditures

General Fund - Expenditures

Expenditure Category	2nd Qtr 2016	2017 Amended Budget	2nd Qtr 2017	Percent +/- of 2017 Budget
Elected	\$ 112,745	\$ 219,404	\$ 109,946	50.1%
Administration	\$ 119,945	\$ 200,412	\$ 94,725	47.3%
City Clerk	\$ 78,361	\$ 204,469	\$ 81,562	39.9%
Finance	\$ 96,038	\$ 480,707	\$ 167,770	34.9%
Human Resources	\$ 56,663	\$ 157,440	\$ 69,333	44.0%
IT Services	\$ 102,938	\$ 315,114	\$ 115,432	36.6%
Planning & Building	\$ 553,138	\$ 1,499,066	\$ 677,656	45.2%
Law Enforcement	\$ 2,671,927	\$ 6,660,818	\$ 3,111,196	46.7%
Parks	\$ 122,607	\$ 707,650	\$ 275,502	38.9%
Legal	\$ 186,970	\$ 552,000	\$ 234,610	42.5%
Community Services	\$ 18,965	\$ 61,803	\$ 15,776	25.5%
General Government	\$ 3,381,521	\$ 7,303,287	\$ 5,474,552	75.0%
Total	\$ 7,501,817	\$ 18,362,169	\$ 10,428,060	56.8%

Expenditure Category	2nd Qtr 2016	2017 Amended Budget	2nd Qtr 2017	Percent +/- of 2017 Budget
Salaries & Benefits	\$ 2,779,585	\$ 7,571,818	\$ 3,422,955	45.2%
Supplies	\$ 93,305	\$ 639,910	\$ 171,159	26.7%
Services	\$ 1,152,391	\$ 2,745,198	\$ 1,308,003	47.6%
Gov't Payments	\$ 313,745	\$ 825,299	\$ 421,632	51.1%
Capital Projects	\$ 2,527,214	\$ 5,281,444	\$ 4,258,866	80.6%
Other Fund Decreases	\$ -	\$ 500	\$ -	0.0%
Interfund Transfers	\$ 635,577	\$ 1,298,000	\$ 845,445	65.1%
Total	\$ 7,501,817	\$ 18,362,169	\$ 10,428,060	56.8%

Expenditures are 17% of total annual budget, within expectations

Salaries & Benefits are within expectations

Supplies are 27% of budget. This expenditure includes supplies for offices, facilities, parks, clothing, fuel, and minor equipment. Many of these items will be needed later in the year.

Service Charges are 48% of budget. These expenditures include professional service contracts, utilities, insurance, travel, and repairs & maintenance services.

Payments to other government include storm drainage and animal control fees as well as jail, court, and police dispatch costs, many of which are accounted for within the Police department budget.

Capital includes a large portion of the temporary City Hall, as well as the property purchase, which are both within the General Government department.

The City Clerk and Finance Departments are within budget expectations. Both department include budgeted items that will occur later in the year, including the State Audit, and a portion of the purchase of an Enterprise Content Management system.

The Parks Department has some major improvement projects that have not yet been completed.

Community Service includes the contribution to the Senior Center as well as Arts Commission payments for Music on the Lake.

General Government includes a property purchase that correlates with a sale of property.

Street Fund - Summary

Description	2nd Qtr 2016	2017 Amended Budget	2nd Qtr 2017	Percent +/- of 2017 Budget
Beginning Fund Balance	\$ 3,811,559	\$ 3,343,147	\$ 3,343,147	100.0%
Revenues	\$ 1,104,506	\$ 2,162,672	\$ 1,014,756	46.9%
Expenditures	\$ 1,515,207	\$ 3,241,744	\$ 1,592,157	49.1%
Ending Fund Balance	\$ 3,400,857	\$ 2,264,076	\$ 2,765,746	

Total revenues are approximately 47% of budget, prior year was at 48%.

Total expenditures are approximately 49% of budget, versus 44% in the prior year.

Street Fund - Revenues

Revenue Category	2nd Qtr 2016	2017 Amended Budget	2nd Qtr 2017	Percent +/- of 2017 Budget
Taxes	\$ 808,701	\$ 1,475,572	\$ 651,278	44.1%
License & Permits	\$ 12,612	\$ 20,000	\$ 12,938	64.7%
Grants & State Remits	\$ 269,329	\$ 646,500	\$ 338,925	52.4%
Charges for Service	\$ -	\$ 1,500	\$ 476	31.7%
Miscellaneous	\$ 12,121	\$ 14,100	\$ 11,139	79.0%
Other Financing	\$ 1,742	\$ 5,000	\$ -	0.0%
Total	\$ 1,104,506	\$ 2,162,672	\$ 1,014,756	46.9%

Total Receipts are at 47% of budget.

Taxes are 44% of the current budget. This will change with the removal of the budgeted TBD revenues.

License & Permits include Right of Way permits which are currently at 65% of budget.

Grant & State Remits are approximately 52% of budget. This revenue source includes the fuel tax receipts which are on target.

Miscellaneous and Other Financing revenues include ROW assessments and insurance recovery funds received for street related incidents which are unpredictable.

Street Fund - Expenditures

Expenditure Category	2nd Qtr 2016	2017 Amended Budget	2nd Qtr 2017	Percent +/- of 2017 Budget
Salaries & Benefits	\$ 481,325	\$ 1,193,335	\$ 594,456	49.8%
Supplies	\$ 50,383	\$ 120,181	\$ 60,937	50.7%
Services	\$ 228,818	\$ 955,258	\$ 161,567	16.9%
Other Gov't Payments/Debt	\$ 8,780	\$ 9,964	\$ 9,013	90.5%
Capital Projects	\$ 157,401	\$ 364,695	\$ 251,334	68.9%
Interfund Transfers	\$ 588,500	\$ 598,300	\$ 514,850	86.1%
Total	\$ 1,515,207	\$ 3,241,733	\$ 1,592,157	49.1%

Total Expenditures are approximately 49% of budget.

Salaries & Benefits are within expectations

Supplies are 51% of budget. This expenditure includes supplies for office, traffic control, snow & ice, and sidewalk repair supplies. Many of these items will be needed later in the year.

Service Charges are 17% of budget. These expenditures include items such as street sweeping, traffic studies, utilities, insurance, travel, and repairs & maintenance services. Overlays are the largest portion of this category which will be utilized during the 3rd quarter.

Government payments include storm drainage fees and debt service for the Public Works Trust Fund emergency loan for the Catherine Creek Bridge repair in 2010.

Capital includes portions of the temporary City Hall which is underway, and the city shop remodel.

Surface/Storm Water Fund - Summary

Description	2nd Qtr 2016	2017 Amended Budget	2nd Qtr 2017	Percent +/- of 2017 Budget
Beginning Fund Balance	\$ 1,796,590	\$ 1,746,837	\$ 1,746,837	100.0%
Revenues	\$ 759,624	\$ 1,533,820	\$ 788,028	51.4%
Expenditures	\$ 686,444	\$ 2,241,543	\$ 1,004,581	44.8%
Ending Fund Balance	\$ 1,869,770	\$ 1,039,114	\$ 1,530,284	

Total revenues are approximately 51% of budget, slightly more than prior year.

Total expenditures are approximately 45% of budget, consistent with the prior year.

Surface/Storm Water Fund Revenues

Revenue Category	2nd Qtr 2016	2017 Amended Budget	2nd Qtr 2017	Percent +/- of 2017 Budget
State Grants	\$ -	\$ 19,000	\$ 18,995	100.0%
Charges for Services	\$ 756,802	\$ 1,511,820	\$ 763,484	50.5%
Miscellaneous	\$ 2,822	\$ 3,000	\$ 5,548	184.9%
Total	\$ 759,624	\$ 1,533,820	\$ 788,027	51.4%

Total Receipts are at 51% of budget.

Grant revenues includes revenues from the 2016 Capacity Grant.

Charges for Services includes Surface water management charges which are at 50% of the budget.

These charges are billed on the property tax statements. As such, the majority is received in May and November.

Miscellaneous revenues include investment interest which is exceeding prior expectations.

Prior month earning rate within the Local Government Investment Pool (LGIP) was approximately 0.098%

Prior year's was 0.049%.

Surface/Storm Water Fund Expenditures

Expenditure Category	2nd Qtr 2016	2017 Amended Budget	2nd Qtr 2017	Percent +/- of 2017 Budget
Salaries & Benefits	\$ 408,217	\$ 1,087,133	\$ 410,156	37.7%
Supplies	\$ 32,348	\$ 68,041	\$ 122,480	180.0%
Services	\$ 52,070	\$ 329,228	\$ 49,307	15.0%
Inter Gov't Payments	\$ 65,308	\$ 80,800	\$ 18,368	22.7%
Debt Service	\$ -	\$ 10,700	\$ -	0.0%
Capital	\$ 44,572	\$ 150,695	\$ 127,668	84.7%
Operating Transfers	\$ 83,930	\$ 514,945	\$ 276,602	53.7%
Total	\$ 686,444	\$ 2,241,542	\$ 1,004,581	44.8%

Total Expenditures are 45% of budget.

Salaries & Benefits are slightly below budget expectations due to allocations amounts of open positions.

Supplies are significantly over budget due to the storm damage and the work that needed to be done to make repairs. The current amount is estimated at \$60,000. An amendment may be needed for these costs.

Service expenditures are currently 15% of budget as the lake phosphorus and milfoil treatments will occur during 3rd quarter.

Other Governmental includes payment for SW billing to Snohomish County and the DOE annual permits.

Debt Service payment is for the Lundeen Parkway Creek Restoration project paid during a later quarter.

Capital includes portions of the temporary City Hall, the city shop remodel, and some equipment

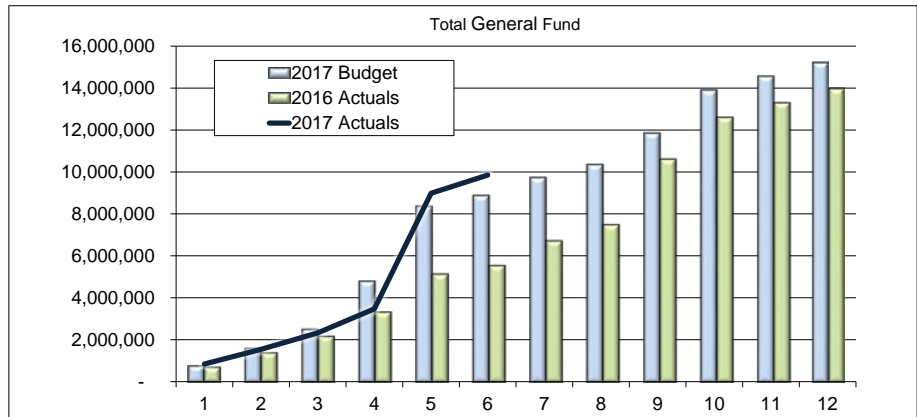
7/6/2017	2017 - 2nd Quarter - All Funds									
No.	Fund Name	2016 2nd Quarter ACTUAL REVENUES	2016 2nd Quarter ACTUAL EXPENDITURES	2017 Beginning Cash Balance	2017 Budgeted Revenues	2017 2nd Quarter ACTUAL REVENUES	2017 Budgeted Expenditures	2017 2nd Quarter ACTUAL EXPENDITURES	2017 Budgeted Ending Cash Balance	2nd Quarter ENDING CASH/INVEST BALANCE
001	General Fund	\$5,584,639	\$7,447,656	\$8,870,034	\$15,225,649	\$9,850,959	\$18,362,168	\$10,428,060	\$5,733,515	\$8,292,933
002	Reserve Fund	\$434,573	\$0	\$1,758,362	\$807,600	\$562,931	\$8,050	\$0	\$2,557,912	\$2,321,293
101	Street	\$1,104,506	\$1,515,207	\$3,343,147	\$2,162,672	\$1,014,756	\$3,241,744	\$1,592,157	\$2,264,076	\$2,765,747
103	Street Reserve	\$3	\$0	\$1,533	\$5	\$5	\$0	\$0	\$1,538	\$1,538
111	Drug Seizure & Forfeiture Fund	\$2,711	\$922	\$45,997	\$9,120	\$645	\$40,000	\$1,982	\$15,117	\$44,660
112	Municipal Arts Fund	\$19	\$0	\$11,398	\$20	\$39	\$0	\$0	\$11,418	\$11,437
210	2008 Bonds	\$59,109	\$59,109	\$0	\$354,395	\$54,553	\$354,395	\$54,553	\$0	\$0
212	2010 LTGO Bonds	\$37,082	\$37,082	\$0	\$74,165	\$37,082	\$74,165	\$37,082	\$0	\$0
213	LTGO Bond 2015	\$7,150	\$7,150	\$0	\$93,908	\$6,304	\$93,908	\$6,304	\$0	\$0
301	Cap. Proj.-Dev. Contrib.	\$990,810	\$319,964	\$5,559,009	\$1,111,580	\$315,660	\$4,357,000	\$75,219	\$2,313,589	\$5,799,450
302	Park Mitigation		\$0	\$0	\$2,872,000	\$174,009	\$771,000	\$18,778	\$2,101,000	
303	Cap. Imp.-REET	\$354,610	\$72,689	\$1,669,143	\$602,500	\$422,287	\$1,136,897	\$69,166	\$1,134,746	\$2,022,264
304	Cap. Improvements REET 2	\$357,293	\$37,082	\$2,727,136	\$1,265,700	\$423,561	\$3,397,915	\$37,082	\$594,921	\$3,113,615
309	Sidewalk Capital Project	\$534,395	\$16,307	\$798,179	\$317,190	\$318,970	\$19,750	\$0	\$1,095,619	\$1,117,149
310	20th Street SE Corridor CP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
401	Sewer	\$1,227,570	\$1,225,854	\$278,072	\$1,336,782	\$936,921	\$1,335,295	\$945,587	\$279,560	\$269,406
410	Storm and Surface Water	\$759,624	\$686,444	\$1,746,837	\$1,533,820	\$788,028	\$2,241,543	\$1,004,581	\$1,039,114	\$1,530,284
501	Unemployment	\$170	\$0	\$95,919	\$300	\$328	\$30,000	\$364	\$66,219	\$95,883
510	Equipment Fund - Computers	\$75,436	\$61,968	\$295,258	\$150,600	\$78,114	\$317,200	\$72,890	\$128,658	\$300,482
515	Equipment Fund--Vehicles	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$10,000	
520	Equipment Fund-Police	\$102,038	\$150,410	\$311,211	\$196,700	\$98,794	\$266,100	\$176,991	\$241,811	\$233,015
530	Equipment Fund-PW	\$154,249	\$37,396	\$281,826	\$838,200	\$658,170	\$637,500	\$168,729	\$482,526	\$771,266
540	Aerator Equipment Replacement	\$10,216	\$0	\$129,890	\$170,143	\$14,493	\$300,000	\$0	\$33	\$144,382
621	Refundable Deposits	\$4,729	\$2,989	\$24,591	\$61,000	\$31,073	\$85,591	\$21,801	(\$0)	\$33,863
633	Treasurer's Trust	\$95,444	\$71,982	\$14,714	\$201,200	\$90,407	\$215,914	\$91,561	\$0	\$13,560
	Total All Funds	\$11,896,374	\$11,750,211	\$27,962,257	\$29,395,249	\$15,878,087	\$37,286,134	\$14,802,886	\$20,071,371	\$28,882,227

Monthly General Fund Revenue Graphs
As of June 30th, 2017

% thru year 50.0%

Total General Fund Revenues

	2017 Budget	2017 Actuals
January	818,158	842,001
February	1,661,367	1,543,433
March	2,582,106	2,329,495
April	4,864,067	3,468,253
May	8,418,886	8,985,352
June	8,926,553	9,850,959
July	9,777,341	
August	10,389,390	
September	11,886,052	
October	13,927,531	
November	14,578,954	
December	15,225,649	
Percent collected to date		64.70%

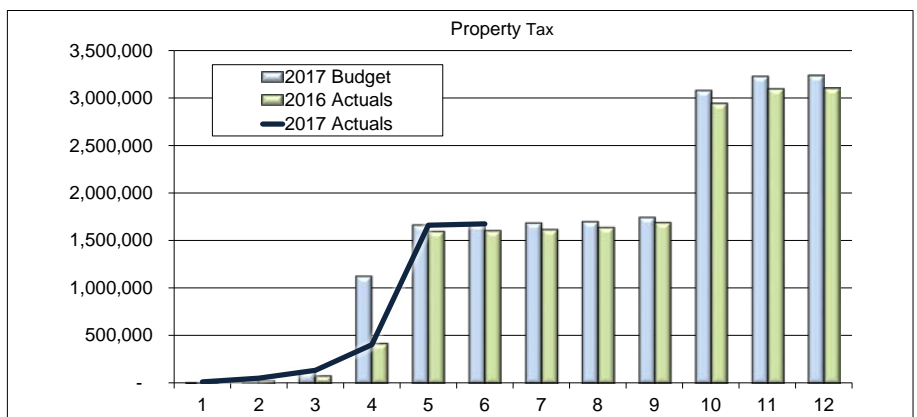


Total General Fund revenues.

Property Tax

21.24% of total GF Revenues

	2017 Budget	2017 Actuals
January	8,081	9,985
February	29,519	49,041
March	131,069	131,969
April	1,128,371	401,969
May	1,666,827	1,660,887
June	1,676,029	1,674,715
July	1,687,800	
August	1,702,384	
September	1,747,524	
October	3,077,268	
November	3,224,756	
December	3,234,016	
Percent collected to date		51.8%

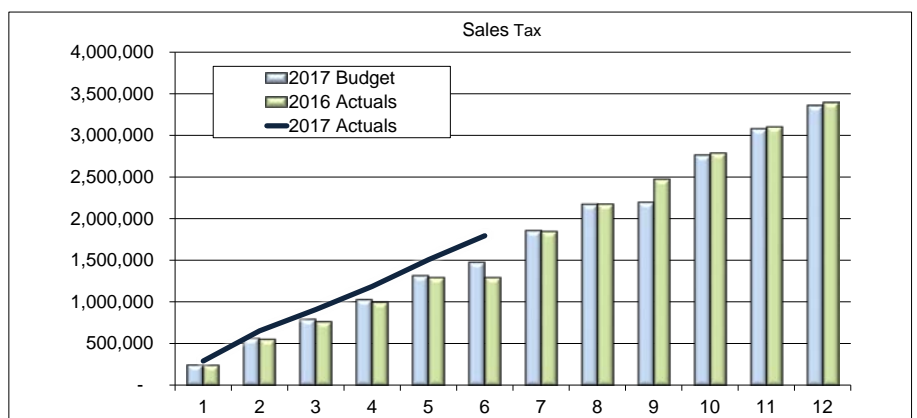


Property Tax are paid twice a year (in May and November). Most of the property taxes are accounting for in the General Fund, however property taxes are also found in Fund 101 - Street, where 28% of property taxes are received.

Sales Tax

22.05% of total GF Revenues

	2017 Budget	2017 Actuals
January	247,757	289,302
February	567,635	651,770
March	795,406	908,251
April	1,030,568	1,185,731
May	1,317,630	1,505,624
June	1,478,142	1,794,424
July	1,857,587	
August	2,173,800	
September	2,198,318	
October	2,763,477	
November	3,079,777	
December	3,357,718	
Percent collected to date		53.44%

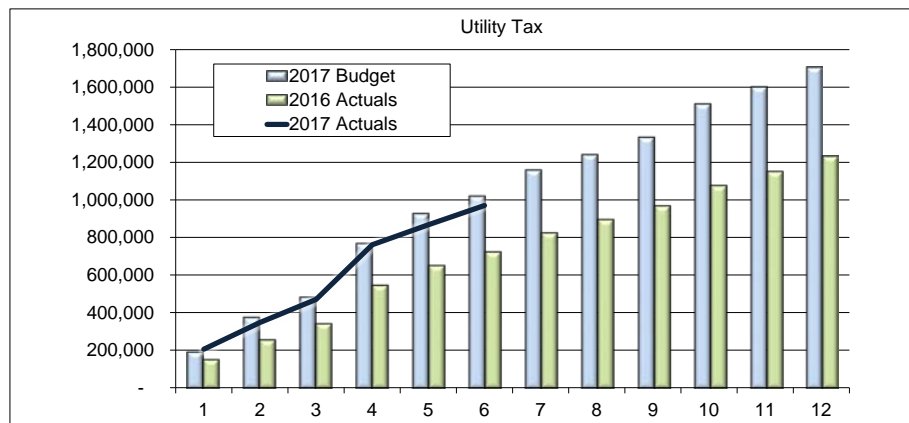


The total sales tax rate is 8.9% of the value of the sale of which .85% comes to the city. Most of the rest - 6.5% - goes to the State. Taxes are collected by the state and sent to the city about two months after the actual transaction. This includes \$300,000 of new construction related sales tax which is transferred into the reserve account. This account has Criminal justice sales tax, which is 1/10 of 1% or .1% of sales in the city. (10 cents per \$100 in sales).

Monthly General Fund Revenue Graphs
As of June 30th, 2017

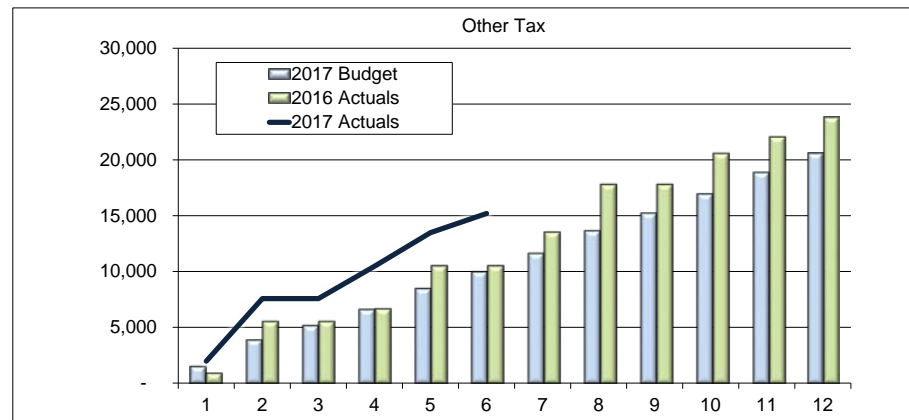
% thru year 50.0%

Utility		
11.19% of total GF Revenues		
	2017 Budget	2017 Actuals
January	198,916	204,762
February	383,321	346,794
March	489,562	469,783
April	773,125	761,205
May	930,922	867,497
June	1,023,205	970,131
July	1,160,937	
August	1,241,960	
September	1,333,507	
October	1,509,554	
November	1,598,900	
December	1,703,200	
Percent collected to date		56.96%



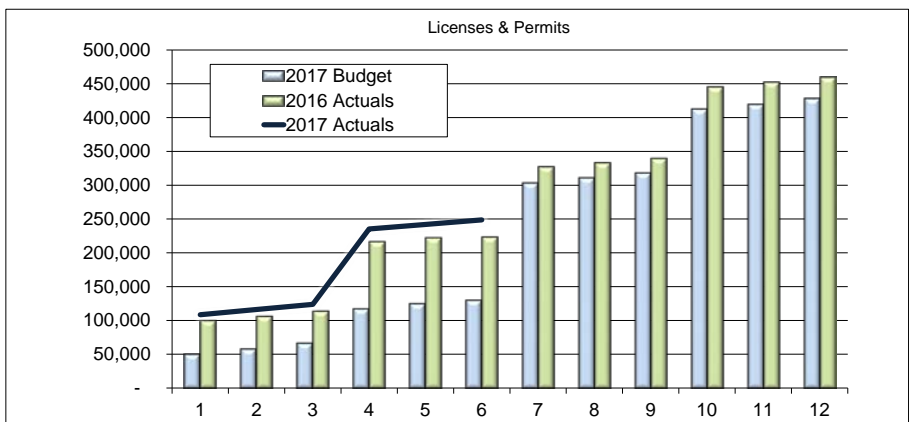
The utility tax rate is 6% on the gross revenue of telephone, and 5% on gross revenues of gas and electric. The City does not have a utility tax on cable, instead using a franchise fee.

Other Taxes		
0.14% of total GF Revenues		
	2017 Budget	2017 Actuals
January	1,538	1,965
February	3,895	7,569
March	5,190	7,569
April	6,622	10,472
May	8,503	13,478
June	9,998	15,197
July	11,637	
August	13,665	
September	15,250	
October	16,958	
November	18,879	
December	20,600	
Percent collected to date		73.77%



This account includes gambling taxes which include pull tabs and amusement games. The tax is 5% of gross sales.

Licenses & Permits / Other Licenses		
2.81% of total GF Revenues		
	2017 Budget	2017 Actuals
January	50,785	108,408
February	58,290	116,161
March	67,115	123,733
April	117,681	235,314
May	125,316	242,023
June	130,447	248,700
July	303,531	
August	311,032	
September	318,256	
October	412,864	
November	419,601	
December	428,350	
Percent collected to date		58.06%



This account has Business Licenses, and Cable Franchise fees.

Monthly General Fund Revenue Graphs
As of June 30th, 2017

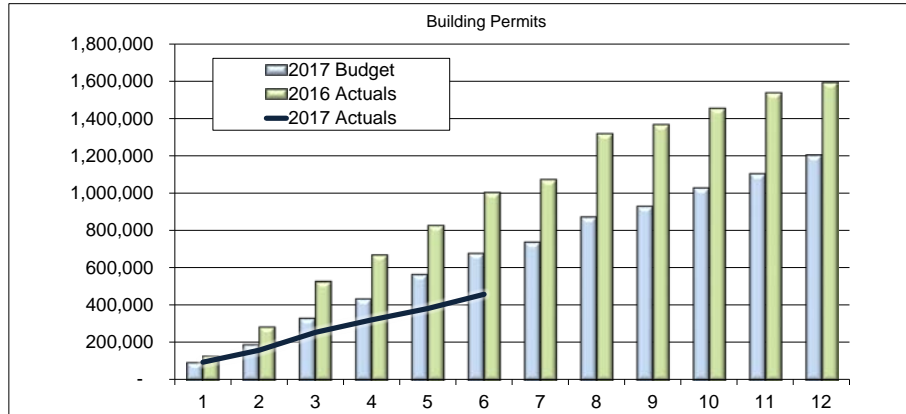
% thru year 50.0%

Building Permits

7.88% of total GF Revenues

	2017 Budget	2017 Actuals
January	95,133	92,239
February	190,674	156,220
March	331,191	252,043
April	434,918	319,207
May	564,657	380,109
June	677,327	456,604
July	737,061	
August	871,051	
September	928,163	
October	1,025,767	
November	1,101,848	
December	1,200,000	

Percent collected to date 38.05%



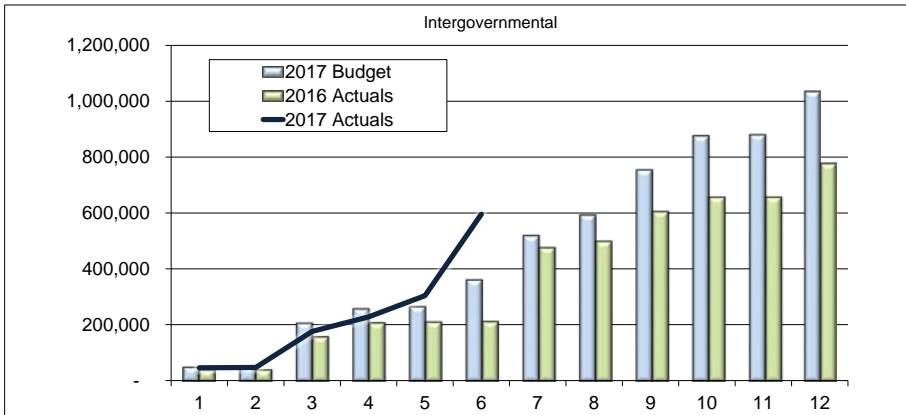
Permits related to development.

Intergovernmental

6.80% of total GF Revenues

	2017 Budget	2017 Actuals
January	51,289	45,778
February	53,677	47,098
March	208,595	176,127
April	259,731	228,103
May	267,880	303,843
June	363,258	595,743
July	520,924	
August	594,066	
September	755,299	
October	876,849	
November	880,615	
December	1,035,230	

Percent collected to date 57.55%



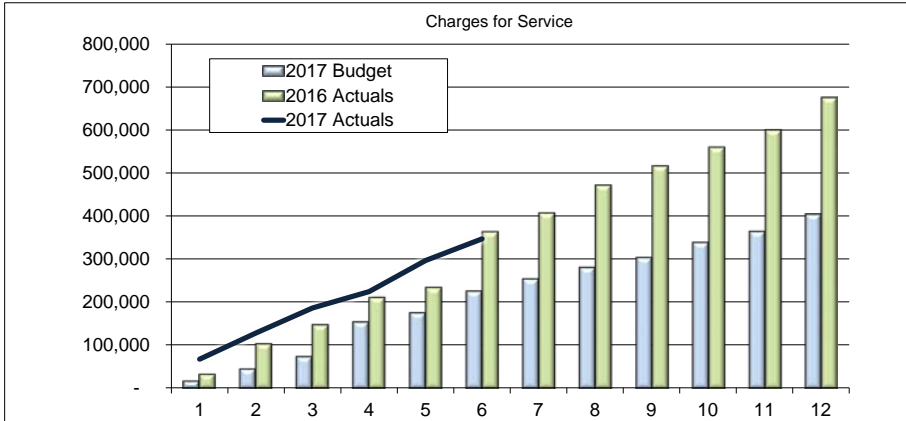
Intergovernmental revenues include state support for criminal justice, state shared revenues for liquor taxes, liquor profits, and marijuana enforcement. Also included are PUD privilege taxes, and City-County assistance. Various types of grants are also included.

Charges for Service

2.66% of total GF Revenues

	2017 Budget	2017 Actuals
January	17,552	66,632
February	45,896	127,692
March	74,637	185,998
April	154,984	223,897
May	176,203	296,330
June	226,665	346,782
July	254,653	
August	281,564	
September	304,593	
October	339,497	
November	364,949	
December	404,765	

Percent collected to date 85.68%



Charges for service include zoning development services, passport services and law enforcement services mainly the School Resource Officer.

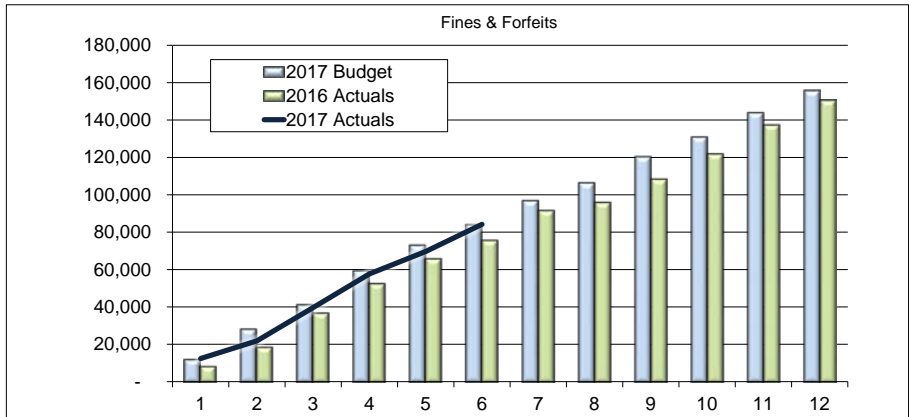
Monthly General Fund Revenue Graphs
As of June 30th, 2017

% thru year 50.0%

Fines & Forfeits

1.03% of total GF Revenues

	2017 Budget	2017 Actuals
January	12,520	12,372
February	29,042	21,790
March	42,090	39,639
April	60,118	57,709
May	73,716	69,664
June	84,599	84,188
July	97,554	
August	106,861	
September	120,770	
October	131,315	
November	144,298	
December	156,100	
Percent collected to date		54%

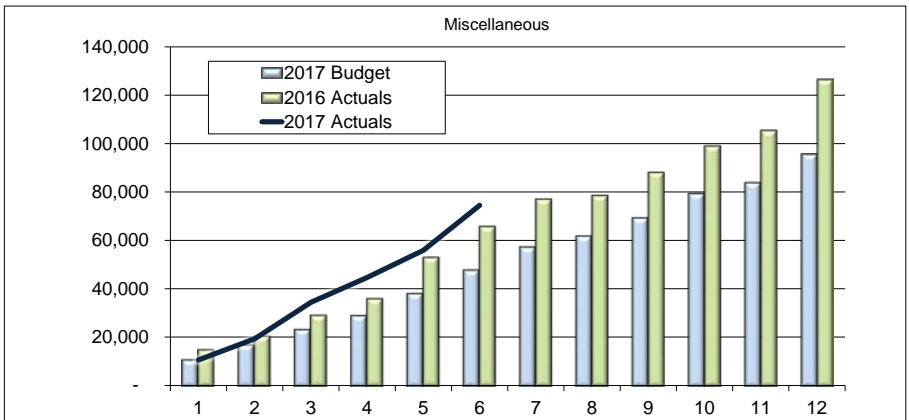


Fines and Forfeits collected by the district court on behalf of the city for violations of city codes (traffic infractions).

Miscellaneous

0.63% of total GF Revenues

	2017 Budget	2017 Actuals
January	11,258	10,558
February	17,432	19,297
March	23,854	34,384
April	29,580	44,645
May	38,606	55,896
June	48,226	74,476
July	57,656	
August	62,141	
September	69,584	
October	79,563	
November	83,991	
December	95,670	
Percent collected to date		78%



Miscellaneous revenues includes interest earnings, lease revenues, insurance recoveries, other smaller revenues that do not fit into one of the above categories.

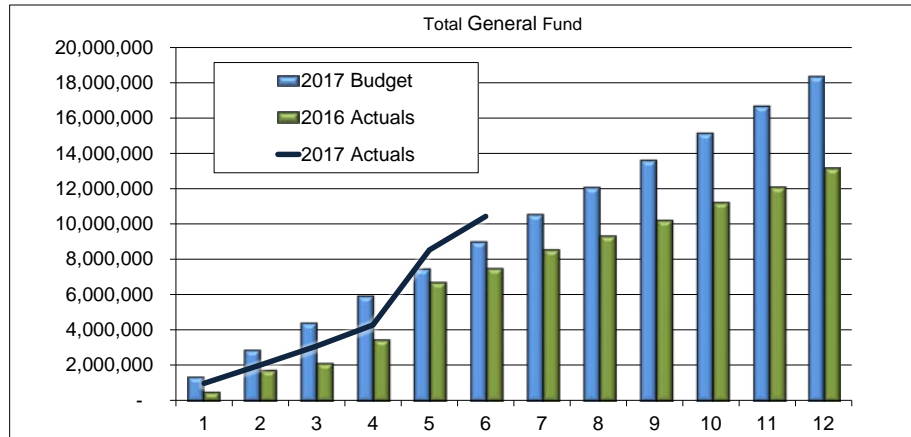
Monthly General Fund Expenditure Graphs
As of June 30th, 2017

% thru year 50.0%

Total General Fund Expenditures

	2017 Budget	2017 Actuals
January	1,382,202	963,933
February	2,912,383	2,001,959
March	4,442,563	3,070,839
April	5,972,744	4,275,953
May	7,502,925	8,522,713
June	9,033,106	10,428,060
July	10,563,287	
August	12,093,467	
September	13,623,648	
October	15,153,829	
November	16,684,010	
December	18,362,169	

% spent 56.79%



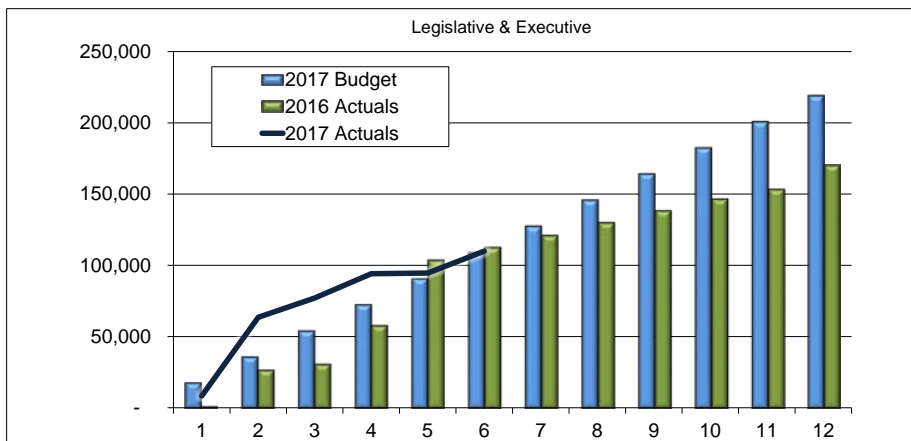
Total General Fund Expenditures.

Legislative & Executive

1.19% of total GF Exp

	2017 Budget	2017 Actuals
January	18,284	8,302
February	36,567	63,502
March	54,851	77,074
April	73,135	94,063
May	91,418	94,524
June	109,702	109,946
July	127,986	
August	146,269	
September	164,553	
October	182,837	
November	201,120	
December	219,404	

% spent 50.11%



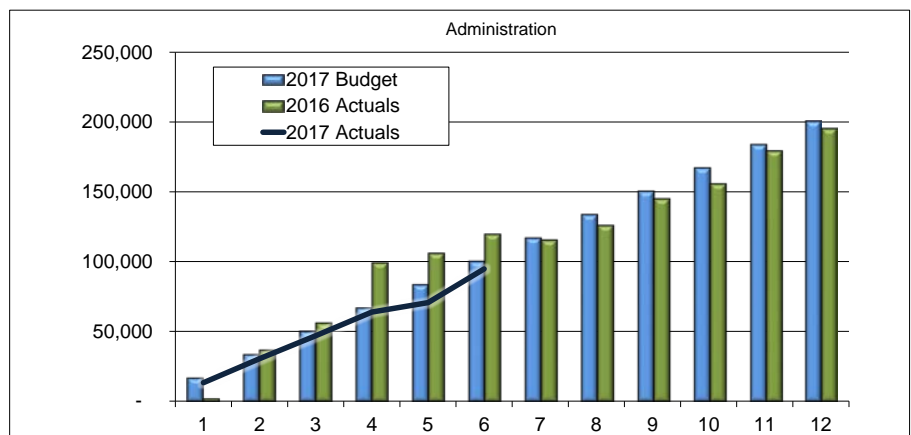
Includes activities related to the legislative and executive departments. Major items include salaries and benefits, travel & meetings, and voter registration fees.

Administration

1.09% of total GF Exp

	2017 Budget	2017 Actuals
January	16,701	13,214
February	33,402	30,416
March	50,103	46,881
April	66,804	63,857
May	83,505	70,618
June	100,206	94,725
July	116,907	
August	133,608	
September	150,309	
October	167,010	
November	183,711	
December	200,412	

% spent 47.27%



Includes the salary of the City Administrator. Also included are professional services related to Prothman. (City Administrator Salary is 74% General Fund, 15% street, 1% sewer, and 10% to Storm Water)

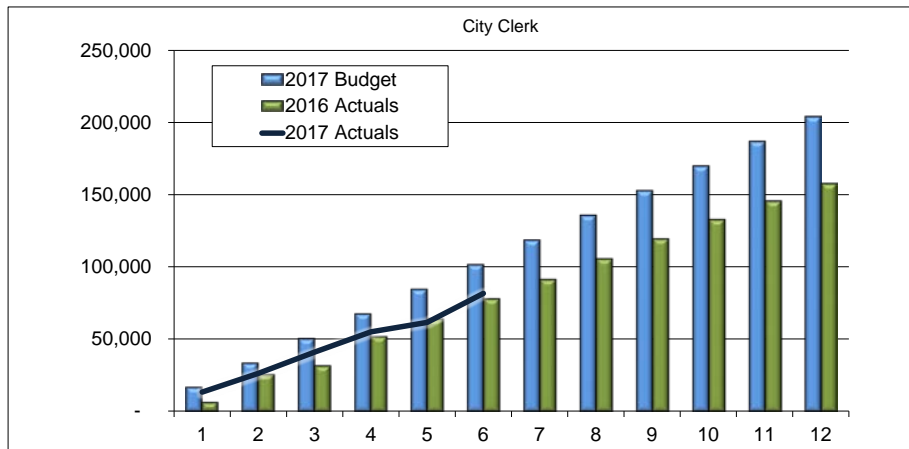
Monthly General Fund Expenditure Graphs
As of June 30th, 2017

% thru year 50.0%

City Clerk

1.11% of total GF Exp

	2017 Budget	2017 Actuals
January	17,039	13,159
February	34,078	26,153
March	51,117	40,898
April	68,156	54,918
May	85,195	61,462
June	102,234	81,562
July	119,273	
August	136,313	
September	153,352	
October	170,391	
November	187,430	
December	204,469	
% spent		39.89%

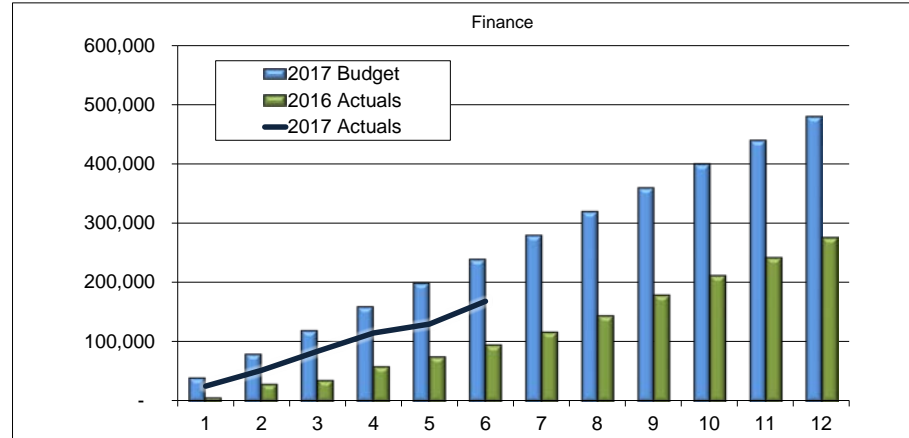


Includes City Clerk Activities. Mainly salaries and benefits.

Finance

2.62% of total GF Exp

	2017 Budget	2017 Actuals
January	40,059	24,311
February	80,118	51,181
March	120,177	83,296
April	160,236	114,202
May	200,295	129,197
June	240,354	167,770
July	280,413	
August	320,471	
September	360,530	
October	400,589	
November	440,648	
December	480,707	
% spent		34.90%

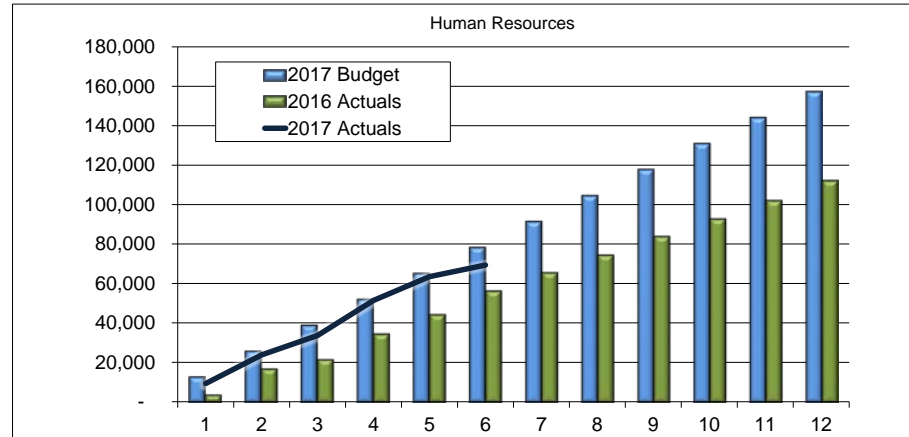


Finance provides for accounting, payroll processing, purchasing/payments, financial planning, and treasury. Planned expenditures include professional services including relating to the State Audit and Financial Consulting Services.

Human Resources

0.86% of total GF Exp

	2017 Budget	2017 Actuals
January	13,120	9,237
February	26,240	23,792
March	39,360	33,601
April	52,480	51,425
May	65,600	63,442
June	78,720	69,333
July	91,840	
August	104,960	
September	118,080	
October	131,200	
November	144,320	
December	157,440	
% spent		44.04%



Human Resources accounts for personnel, recruitment and related functions

Monthly General Fund Expenditure Graphs
As of June 30th, 2017

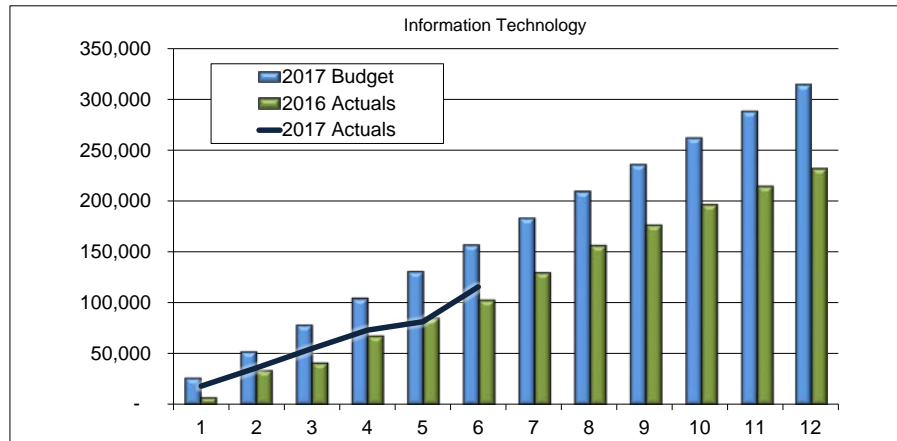
% thru year 50.0%

Information Technology

1.72% of total GF Exp

	2017 Budget	2017 Actuals
January	26,259	17,739
February	52,519	35,693
March	78,778	54,743
April	105,038	72,909
May	131,297	81,106
June	157,557	115,432
July	183,816	
August	210,076	
September	236,335	
October	262,595	
November	288,854	
December	315,114	

% spent 36.63%



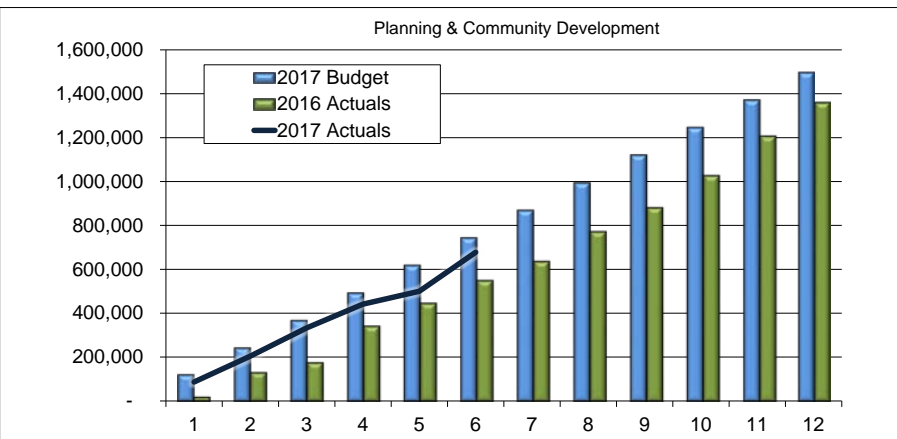
Information Technology provides technical hardware and software support of the City's computer systems and communication systems. Providing technology training, responding to technical support requests, administrating the city website and intranet.

Planning & Community Development

8.16% of total GF Exp

	2017 Budget	2017 Actuals
January	124,922	86,509
February	249,844	204,474
March	374,766	332,911
April	499,689	441,554
May	624,611	500,091
June	749,533	677,656
July	874,455	
August	999,377	
September	1,124,299	
October	1,249,221	
November	1,374,143	
December	1,499,066	

% spent 45.21%



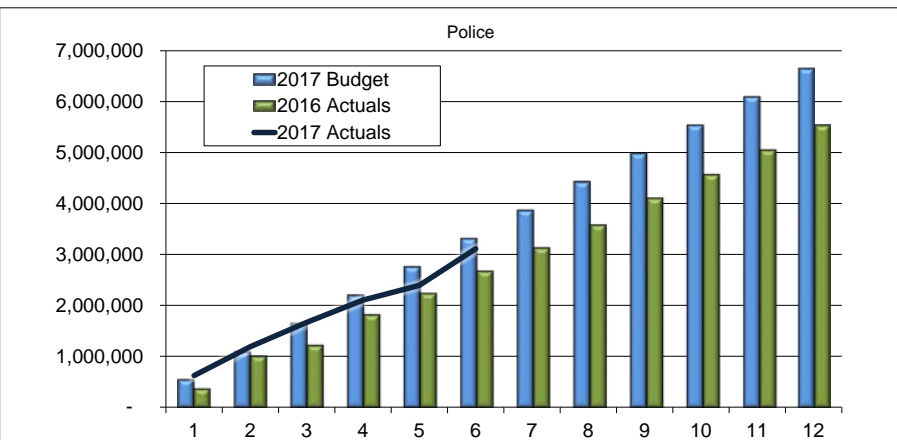
Largely accounts for the planning department which includes the permit center, long-range and short-range planning, and plan review. Also includes building official and building inspections in addition to economic development related activities.

Police

36.27% of total GF Exp

	2017 Budget	2017 Actuals
January	555,068	620,283
February	1,110,136	1,186,714
March	1,665,204	1,665,009
April	2,220,273	2,102,693
May	2,775,341	2,391,621
June	3,330,409	3,111,196
July	3,885,477	
August	4,440,545	
September	4,995,613	
October	5,550,682	
November	6,105,750	
December	6,660,818	

% spent 46.71%

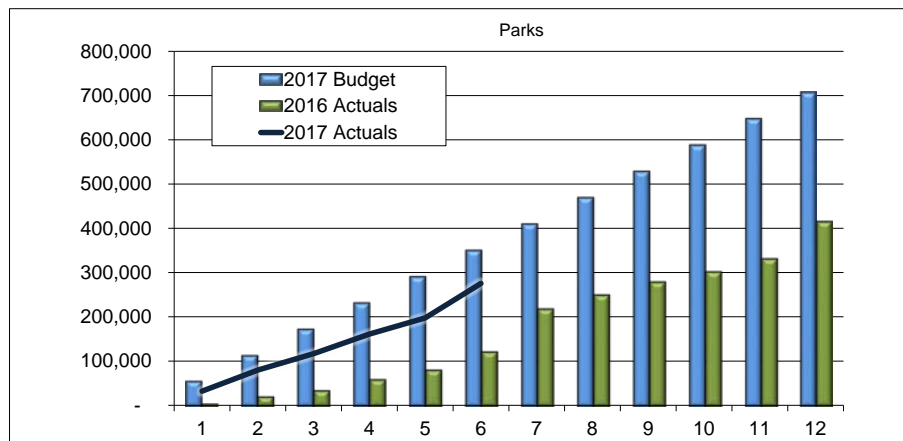


The Police Department Services.

Monthly General Fund Expenditure Graphs
As of June 30th, 2017

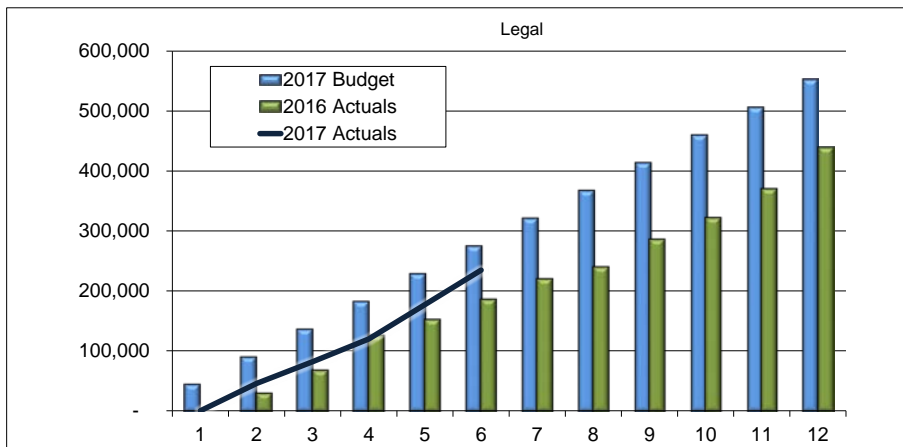
% thru year 50.0%

Parks		
3.85% of total GF Exp		
	2017 Budget	2017 Actuals
January	58,971	32,002
February	117,942	79,696
March	176,913	116,641
April	235,883	160,835
May	294,854	197,503
June	353,825	275,502
July	412,796	
August	471,767	
September	530,738	
October	589,708	
November	648,679	
December	707,650	
% spent		38.93%



Parks within the General Fund includes personnel, park maintenance, and capital outlay. Lundeen park restoration plan was partially complete in 2016. The remaining budget will be transferred to 2017.

Legal		
3.01% of total GF Exp		
	2017 Budget	2017 Actuals
January	46,000	-
February	92,000	45,581
March	138,000	81,996
April	184,000	119,788
May	230,000	177,258
June	276,000	234,610
July	322,000	
August	368,000	
September	414,000	
October	460,000	
November	506,000	
December	552,000	
% spent		42.50%



Includes our contracted City Attorney with Weed Graafstra & Associates, Prosecuting Attorney with Zachor and Thomas, and General Indigent Defense (public defender) with Feldman and Lee

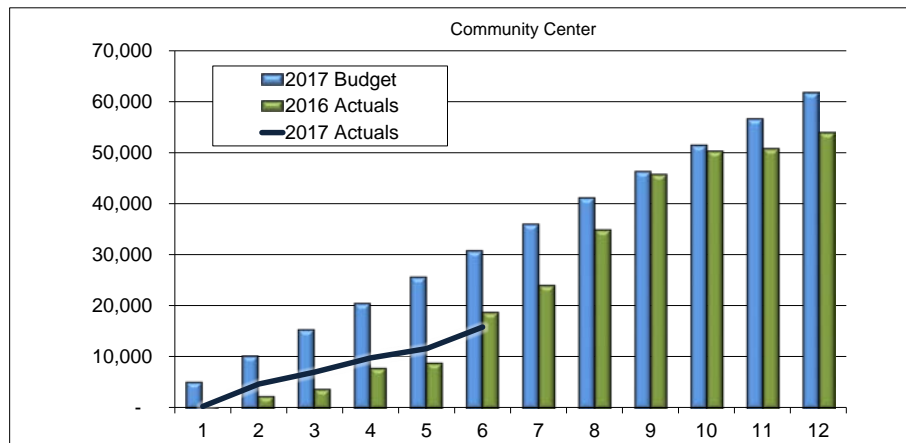
Monthly General Fund Expenditure Graphs
As of June 30th, 2017

% thru year 50.0%

Community Center

0.34% of total GF Exp

	2017 Budget	2017 Actuals
January	5,150	203
February	10,301	4,604
March	15,451	6,947
April	20,601	9,710
May	25,751	11,539
June	30,902	15,776
July	36,052	
August	41,202	
September	46,352	
October	51,503	
November	56,653	
December	61,803	
% spent		25.53%

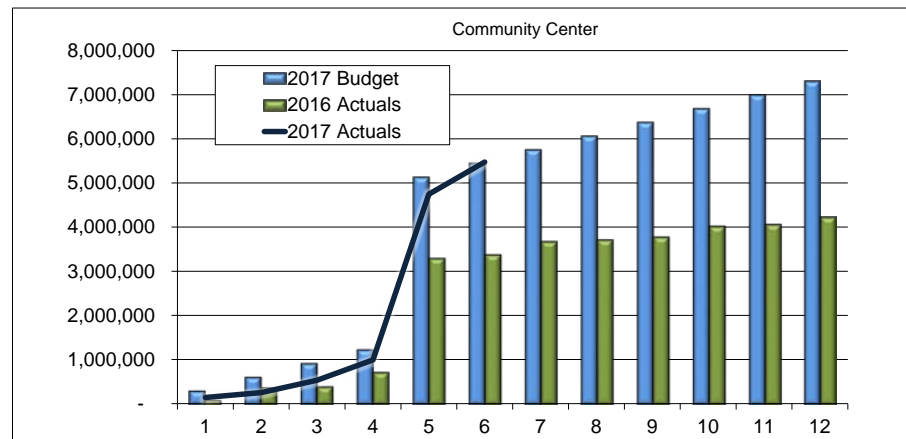


Includes the Visitor Information Center (VIC), Library operating costs, Art Commission, and Community Center operating costs.

General Government

39.77% of total GF Exp

	2017 Budget	2017 Actuals
January	309,399	138,976
February	618,798	250,152
March	928,197	530,842
April	1,237,596	990,000
May	5,136,995	4,744,354
June	5,446,393	5,474,553
July	5,755,792	
August	6,065,191	
September	6,374,590	
October	6,683,989	
November	6,993,388	
December	7,302,787	
% spent		74.97%



General Government includes insurance payments, transfers to reserve, payment to the district court, and other general city payments, as well as the Chapel Rock property purchase.

CITY OF LAKE STEVENS
FINANCIAL REPORT - ALL OTHER FUNDS
As of June 30th, 2017

Fund	Revenues			Expenditures		
	2017 Estimated Revenue	2017 Revenue Collected	2017 % of Estimate Collected	2017 Budgeted Expenditures	2017 Expended	2017 % of Budget Expended
General Fund						
Council Contingency	807,600	562,931	69.7%	8,050	0	0.0%
SPECIAL REVENUE FUNDS:						
Street	2,162,672	1,014,756	46.9%	3,241,744	1,592,157	49.1%
Street Reserve	5	5	104.6%	0	0	0.0%
Drug Seizure & Forfeiture	9,120	645	7.1%	40,000	1,982	5.0%
Municipal Arts	20	39	195.3%	0	0	0.0%
DEBT SERVICE FUNDS:						
LTGO 2008A Bond	354,395	54,553	15.39%	354,395	54,553	15.39%
LTGO 2010 Bond	74,165	37,082	50.0%	74,165	37,082	50.00%
2015 LTGO Bond (REF)	93,908	6,304	6.7%	93,908	6,304	6.7%
CAPITAL PROJECT FUNDS:						
Cap Project-Developer Contributions	1,111,580	315,660	28.4%	4,357,000	75,219	1.7%
Park Mitigation Fund	2,872,000	174,009	6.1%	771,000	18,778	
Real Estate Excise Tax I	602,500	422,287	70.1%	1,136,897	69,166	6.1%
Real Estate Excise Tax II	1,265,700	423,561	33.5%	3,397,915	37,082	1.1%
Sidewalk Capital Project	317,190	318,970	100.6%	19,750	0	0.0%
ENTERPRISE FUNDS:						
Sewer	1,336,782	936,921	70.1%	1,335,295	945,587	70.8%
Storm & Surface Water	1,533,820	788,028	51.4%	2,241,543	1,004,581	44.82%
INTERNAL SERVICE FUNDS:						
Unemployment	300	328	109.3%	30,000	364	1.2%
Capital Equipment - Computer	150,600	78,114	51.9%	317,200	72,890	23.0%
Capital Equipment - Vehicle Replacement	10,000	0			0	
Capital Equipment - Police	196,700	98,794	50.2%	266,100	176,991	66.5%
Capital Equipment - PW	838,200	658,170	78.5%	637,500	168,729	26.5%
Aerator Equipment Replacement	170,143	14,493	8.5%	300,000	0	0.0%
FIDUCIARY FUNDS:						
Refundable Deposits	61,000	31,073	50.9%	85,591	21,801	25.5%
Treasurer's Trust	201,200	90,407	44.9%	215,914	91,561	42%



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: July 11, 2017

Subject: Veterans Commission Appointments

Contact Mayor Spencer; Councilmember Hilt

Budget N/A

Person/Department: _____

Impact: _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Confirm the nomination and appoint members to the Lake Stevens Veterans Commission.**

SUMMARY/BACKGROUND: At the April 25, 2017 Council meeting, Council approved Ordinance 996 Establishing the City of Lake Stevens Veterans Commission. The ordinance provides for eleven commissioners consisting of not more than three Councilmembers and at least eight members who are either Veterans, Active Military Service members or immediate family members, such as a spouse, parent or adult child of a Veteran or an Active Military Service member. The ordinance also provides that at least two of the members should have actively served in the military.

On June 29, 2017 Mayor Spencer and Councilmember Hilt interviewed all applicants for the Veterans Commission, all of whom were highly qualified to participate as commissioners. At this time the Mayor nominates the following candidates for appointment to the commission: Cameron Balazic, Shawn Frederick, Richard Russell, Leif Hamar, Stacy LaFlam, Mellissa Ballou, Gayle McGurdy and Dennis Ives.

BUDGET IMPACT: N/A

ATTACHMENTS:

None