

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 May 23, 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:		
NEW EMPLOYEE INTRODUCTIONS	Commander Jeff Beazizo	John D.
GUEST BUSINESS:	A Jeff Ketchel, Snohomish Health District B Suzanne Elsner & Kim Ricker, Marysville Court	
COUNCIL BUSINESS:	Subcommittee Updates	Chair
MAYOR'S BUSINESS:		
CITY DEPARTMENT REPORT:	Update	
CONSENT AGENDA:	*A Approve 2017 Vouchers *B Approve City Council Regular Meeting Minutes of April 25, 2017 *C Approve City Council Regular Meeting Minutes of May 9, 2017 *D Approve Interlocal Agreement with Snohomish County for Traffic Signal Maintenance	Barb Barb Barb Eric

Lake Stevens City Council Regular Meeting Agenda

May 23, 2017

ACTION ITEMS:	<ul style="list-style-type: none">*A Approve Nomination of Susan Green to Parks Board<ul style="list-style-type: none">o Administer Oath of Office to Susan Green and Ann-Hilton-Adams, Library Board*B Authorize Mayor to Enter Into Interlocal Agreement with City of Marysville for Outdoor Video Services for Movies in the Park*C Approve Request by Lake Stevens Rotary for Alcohol in the Park in conjunction with Music on the Lake*D Approve Amendment to Interlocal Agreement with Snohomish County re SWAT Team*E Approve Supplemental Agreement No. 1 with CHS re South Lake Stevens Shoulder Widening	Mayor Pro Tem Jim Jim John D. Eric
DISCUSSION ITEMS:	*A Review of Contracts with Lake Stevens Chamber of Commerce	Gene

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, 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 MAY 23, 2017 CITY COUNCIL MEETING

Police Department

- **New facility**
 - The Public Safety Committee has made one site visit to another police department and will be scheduling others
 - The internal team has made three site visits and will continue
 - The entire team met with Makers, and had a productive meeting
- **Reference Lake Safety**
 - Recertifying officers for Marine duty in preparation for the summer schedule.
 - LSPD is evaluating this staffing, due to the amount of overtime involved.
 - LSPD will be participating in the Lake Safety Task Force.
- **City Halloween event**
 - The LSPD and LSFD have jointly agreed to organize, since the Family Center wants to get away from organizing community events which are not directly tied to their mission.
- **Immigration Policy Review**
 - LSPD and Public Safety Committee reviewed department immigration policy based on the presentation to council from the ACLU representatives.
 - The committee felt that the policy change already made by LSPD adequate, no further action is required.

Public Works Department

- **City Hall building**
 - Modulars have been installed. The contractor is working on the skirting.
 - PUD is installing the power. Once heat is available inside, the floor coverings can be laid down.
 - Backfilling will occur, then parking lot improvements.
- **Rectangular Rapid Reflective Beacon installation**
 - All signs have been installed and we have received positive feedback.
 - 2 locations:
 - 130th Dr. NE and 20th NE near Pilchuck Elementary
 - 30th St. NE and 112th Ave. NE on the northern border of LSHS
- **Herbicide Treatment**

Based on some citizen concern within the community about our use of herbicide throughout the city and city parks, we would like to give a brief update on our application and use of herbicides. All applications are done by a certified applicator and all products are used in accordance with the State Guidelines and manufacture recommendations. The use of herbicides is approved BMP as part of the 2012 Western WA storm manual.
- **Street Maintenance**
 - Thermoplastic for turn lanes, cross walks etc
 - A priority classification list has been created, and submitted to county as a work order task.

Human Resources Department

- Human Resources Director: first interviews have been held
- Building/Code Compliance Inspector: first interviews have been scheduled

IT Department

- **System upgrade**
 - Upgrading current Backup/Recovery solution located at Police site, with secondary replication to SnoCo datacenter.
- **New building**
 - Soliciting three bids for network cable installation for new building,
 - Coordinating utility room needs for network and fire and security monitoring
 - Purchasing network equipment
- **Telephone Systems RFP**
 - RFP has been reviewed and approved, yet to be published.
 - PSA is being developed

BLANKET VOUCHER APPROVAL
2017

Payroll Direct Deposits	5/15/2017	\$178,783.04
Payroll Checks	42550-42555	\$10,402.48
Tax Deposit(s)	5/15/2017	\$78,352.56
Electronic Funds Transfers	ACH	\$4,572.46
Claims	42549, 42556-42686	\$441,231.03
Void Checks	42458	(\$43.44)
Total Vouchers Approved:		\$713,298.13

This 23rd day of May 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

Kurt Hilt, Mayor Pro Tem

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

May 23rd

CITY OF LAKE STEVENS



City Expenditures by Type on this voucher packet

Personnel Costs	\$	189,186	27%
Payroll Federal Taxes	\$	78,353	11%
Employee paid benefits - By Payroll	\$	4,561	1%
Supplies*	\$	72,089	10%
Professional Services**	\$	177,138	25%
Intergovernmental Services****	\$	62,748	9%
Capital ***	\$	84,982	12%
Debt Payments	\$	44,286	6%
Void Check	\$	(43)	0%
Total		\$713,298.13	100%

Large Purchases

- * Storm ADS Pipe for 74th Dr SE project - \$15,622.80
Police Fuel - \$4,821.35

- ** Vehicle Repairs - \$12,271.13
Electrical Services food bank - \$11,212.08
LS Subarea Plan & EIS/Planned Action Ordinance - \$14,520.25
Attorney services - General Matters - \$29,215.25

- *** Grade Road Final - \$59,961.15

- **** Dispatch Services - \$26,988.62
Prisoner Housing March 2017 - \$15,366.83



Checks to be Approved for 5/5/2017 to 5/18/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	\$1,006.01
Ace Hardware	42559	5/18/2017	54271	001-013-518-20-31-00	GG-Operating	Galvanized pipe for Community Garden	\$24.08	
				101-016-544-90-31-02	ST-Operating Cost	Clamp/Galvanized coupling	\$24.08	
			54302	001-010-576-80-31-03	PK-Lundeen-Op Costs	Basketball court restoration	\$52.75	
			54408	101-016-542-64-31-00	ST-Traffic Control - Supply	Concrete for sign installation	\$43.78	
			54412	101-016-544-90-31-02	ST-Operating Cost	Supplies for volunteers	\$188.05	
			54490	101-016-544-90-31-02	ST-Operating Cost	Chain & Binder to hold down weed spray machine	\$102.13	
			54512	101-016-544-90-31-02	ST-Operating Cost	Adapter SCH40	\$1.62	
			54533	001-010-576-80-31-00	PK-Operating Costs	Mixed oil for weed eater & bathroom cleaner	\$67.45	
				101-016-544-90-31-02	ST-Operating Cost	Engine oil & heavy duty cleaner	\$67.45	
			54546	001-013-594-18-60-02	GG - City Hall Demo	Grade stakes	\$25.87	
			54552	001-013-594-18-60-02	GG - City Hall Demo	Dropcloth	\$27.21	
			54576	101-016-544-90-31-02	ST-Operating Cost	Chain & Bow saws	\$253.11	
			54617	001-010-576-80-31-00	PK-Operating Costs	Slug/snail bait	\$20.67	
			54622	001-008-521-20-31-02	LE-Minor Equipment	Locks for Radar Signs	\$34.83	
			54625	001-008-521-21-31-00	LE-Boating Minor Equipment	Trailer lock for boat	\$29.39	
			54665	001-007-559-30-31-01	PB-Operating Cost	Engineers hammer/100 ft measuring tape	\$43.54	
Advance Auto Parts	42560	5/18/2017	2421-256377	001-010-576-80-31-00	PK-Operating Costs	Filters PW34	\$15.08	
				101-016-544-90-31-02	ST-Operating Cost	Filters PW34	\$15.08	
				410-016-531-10-31-02	SW-Operating Costs	Filters PW34	\$15.08	
			2421-256666	001-006-518-80-48-00	IT-Repair & Maintenance	Replace wiper blades PW44	\$19.58	
			2421-256715	001-006-518-80-48-00	IT-Repair & Maintenance	Replace spark plugs & ignition coil PW44	\$55.15	
			2421-256880	101-016-544-90-31-02	ST-Operating Cost	Washer fluid	\$2.07	
				410-016-531-10-31-02	SW-Operating Costs	Washer fluid	\$2.06	
			2421-256909	001-010-576-80-31-00	PK-Operating Costs	Air filter	\$5.21	
				101-016-544-90-31-02	ST-Operating Cost	Air filter	\$5.22	
				410-016-531-10-31-02	SW-Operating Costs	Air filter	\$5.22	
			2421-256940	101-016-544-90-31-02	ST-Operating Cost	Oil & antifreeze PW1	\$20.51	
				410-016-531-10-31-02	SW-Operating Costs	Oil & antifreeze PW1	\$20.51	
			2421-256942	101-016-544-90-31-02	ST-Operating Cost	Oil PW1	\$15.55	
				410-016-531-10-31-02	SW-Operating Costs	Oil PW1	\$15.55	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Advance Auto Parts	42560	5/18/2017	2421-256951	101-016-544-90-31-02	ST-Operating Cost	Oil cooler lines/filters/brake parts PW1	\$164.60
				410-016-531-10-31-02	SW-Operating Costs	Oil cooler lines/filters/brake parts PW1	\$164.60
			2421-256954	101-016-544-90-31-02	ST-Operating Cost	Brake Rotor PW1	\$76.18
				410-016-531-10-31-02	SW-Operating Costs	Brake Rotor PW1	\$76.17
			2421-256959	001-010-576-80-31-00	PK-Operating Costs	Wheel Bearings PW1	\$30.54
				410-016-531-10-31-02	SW-Operating Costs	Wheel Bearings PW1	\$30.55
			2421-256964	101-016-544-90-31-02	ST-Operating Cost	ME-Handy Bearing Packer	\$29.17
			2421-256971	101-016-544-90-31-02	ST-Operating Cost	Oil Seal PW1	\$3.93
				410-016-531-10-31-02	SW-Operating Costs	Oil Seal PW1	\$3.93
			2421-256974	101-016-544-90-31-02	ST-Operating Cost	Oil seals PW1	(\$14.78)
				410-016-531-10-31-02	SW-Operating Costs	Oil seals PW1	(\$14.78)
			2421-256984	101-016-544-90-31-02	ST-Operating Cost	Brake Fluid PW1	\$4.89
				410-016-531-10-31-02	SW-Operating Costs	Brake Fluid PW1	\$4.89
			2421-257058	001-010-576-80-31-00	PK-Operating Costs	Spark plugs for lawn mower	\$5.18
			2421-257067	001-010-576-80-31-00	PK-Operating Costs	O rings for shop supplies	\$15.10
				101-016-544-90-31-02	ST-Operating Cost	O rings for shop supplies	\$15.10
				410-016-531-10-31-02	SW-Operating Costs	O rings for shop supplies	\$15.09
			2421-257246	101-016-544-90-31-02	ST-Operating Cost	ME-Self adj oil filter removal tool	\$23.51
			2421-257345	101-016-544-90-31-02	ST-Operating Cost	Fuel filter PW11	\$6.53
				410-016-531-10-31-02	SW-Operating Costs	Fuel filter PW11	\$6.54
			2421-257347	001-010-576-80-31-00	PK-Operating Costs	Grease for equipment supplies	\$12.40
				101-016-544-90-31-02	ST-Operating Cost	Grease for equipment supplies	\$12.39
				410-016-531-10-31-02	SW-Operating Costs	Grease for equipment supplies	\$12.39
			2421-257352	101-016-544-90-31-02	ST-Operating Cost	Spark plugs & coils for PW20	\$44.13
				410-016-531-10-31-02	SW-Operating Costs	Spark plugs & coils for PW20	\$44.12
			2421-257642	001-010-576-80-31-00	PK-Operating Costs	Multi purpose grease	\$11.46
				101-016-544-90-31-02	ST-Operating Cost	Multi purpose grease	\$11.47
				410-016-531-10-31-02	SW-Operating Costs	Multi purpose grease	\$11.47
Advantage Building Services	42561						
		5/18/2017	3003	001-007-558-50-41-00	PL-Professional Servic	Janitorial Services	\$30.00
				001-007-559-30-41-00	PB-Professional Srv	Janitorial Services	\$30.00
				001-008-521-20-41-01	LE-Proessional Serv-Fixed	Janitorial Services	\$315.00



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Advantage Building Services	42561	5/18/2017	3003	001-010-576-80-41-00	PK-Professional Services	Janitorial Services	\$20.00	
				001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Services	\$120.00	
				001-013-518-20-41-00	GG-Professional Service	Janitorial Services	\$280.00	
				101-016-542-30-41-02	ST-Professional Service	Janitorial Services	\$20.00	
				410-016-531-10-41-01	SW-Professional Services	Janitorial Services	\$20.00	
				621-000-389-20-00-05	Retainage -Public Bldg Maint	Retainage-Advantage svcs	(\$41.75)	
Airport Way Service Glass	42562	5/18/2017	A0023871			Check Total	\$272.25	
				101-016-544-90-31-02	ST-Operating Cost	Door for 2006 F250 truck	\$136.13	
				410-016-531-10-31-02	SW-Operating Costs	Door for 2006 F250 truck	\$136.12	
Alexander Printing	42563	5/18/2017	50924			Check Total	\$237.77	
				001-007-558-50-31-01	PL-Operating Costs	Business Cards - Meis	\$59.44	
				001-007-559-30-31-01	PB-Operating Cost	Business Cards - Williamson	\$59.44	
				101-016-544-90-31-02	ST-Operating Cost	Business Cards - Nau & A Wells	\$118.89	
Alliance 2020	42564	5/18/2017	554423			Check Total	\$35.00	
				001-008-521-20-41-00	LE-Professional Services	Pre-employment screening - Commander	\$35.00	
Wayne Aukerman	42565	5/18/2017	042717	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem/Lodging/-Collision Reconstruction-Aukerman	\$2,310.00	
Jeffrey Beazizo	42566	5/18/2017	042617	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem for Internal Affairs Investigations Training-Beazizo	\$38.00	
Bio Clean Inc	42567	5/18/2017	7883	001-008-521-20-41-00	LE-Professional Services	Decontamination of PT57	\$310.37	
Beth Braun	42568	5/18/2017	050817	001-001-511-60-43-00	Legislative - Travel & Mtgs	Expense reimb-council reception-Veterans Commission	\$59.90	
Ron Brooks	42569	5/18/2017	042617	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem for Internal Affairs Investigation Training-R Brooks	\$38.00	
Business Card	42570	5/18/2017	1923 0517	001-001-513-10-31-00	Executive - Supplies	Display cable for Mayor Spencers computer	\$22.90	
				2956 0517	001-008-521-20-32-00	LE-Fuel	Equivalency Academy Fuel - Dyer	\$42.03
					001-008-521-20-43-00	LE-Travel & Per Diem	Equivalency Academy Hotel - Dyer	\$771.36
						LE-Travel & Per Diem	Equivalency Academy Meal - Dyer	\$92.34



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Business Card	42570	5/18/2017	2956 0517	001-008-521-20-43-01	LE-Business Meetings	Commander testing	\$67.91
			4396 0517	001-001-511-60-43-00	Legislative - Travel & Mtgs	Water for City Council meeting	\$7.99
					Legislative - Travel & Mtgs	Refund SSSC mtg	(\$70.00)
				001-003-514-20-49-00	CC-Miscellaneous	WMCA Annual membership-B Stevens	\$75.00
				001-003-514-20-49-02	CC-Staff Development	2017 WAPRO Spring Training Registration-Pugh	\$175.00
				001-005-518-10-31-01	HR-Operating Cost	Engraved Plaque - S Edin	\$120.18
				001-013-518-20-49-00	GG-Miscellaneous	MRSC Rosters	\$240.00
				510-006-518-80-49-00	License Renewal - Annual Maint	Domain Name registration renewal LAKESTEVENSWA.GOV	\$400.00
			5428 0517	001-008-521-20-31-02	LE-Minor Equipment	Book-Sport Skill Instruction for Coaches-Firearms training	\$72.54
			6863 0517	001-008-521-20-31-02	LE-Minor Equipment	Keyed Battery Pack	\$25.78
				001-008-521-20-43-01	LE-Business Meetings	SWAT meeting - Brooks	\$17.37
			7530 0517	001-007-558-50-31-00	PL-Office Supplies	Deoderizer/Post-it Notes/Expansion File Pockets	\$20.81
					PL-Office Supplies	Plasstic Forks	\$4.17
				001-007-559-30-31-00	PB-Office Supplies	Plasstic Forks	\$4.17
					PB-Office Supplies	Deoderizer/Post-it Notes/Expansion File Pockets	\$20.80
				001-010-576-80-31-00	PK-Operating Costs	Reflective High visibility Vest	\$95.00
				101-016-544-90-31-01	ST-Office Supplies	Deoderizer/Post-it Notes/Expansion File Pockets	\$20.80
					ST-Office Supplies	Manila File Folders	\$9.68
					ST-Office Supplies	Plasstic Forks	\$4.17
				410-016-531-10-31-01	SW-Office Supplies	Plasstic Forks	\$4.17
					SW-Office Supplies	Deoderizer/Post-it Notes/Expansion File Pockets	\$20.80
			7530 0617	101-016-544-90-31-02	ST-Operating Cost	Refund returned book	(\$22.52)
			7638 0517	001-008-521-20-43-01	LE-Business Meetings	Snopac meeting - Miner	\$66.70
			7988 0517	101-016-543-30-41-02	ST-Software Maint & Support	CAD software - Nau	\$249.50
				410-016-531-10-41-04	SW-Software Maint & Support	CAD software - Nau	\$249.50
			8026 0517	001-007-558-50-31-01	PL-Operating Costs	Puget Sound Business Journal Subscription	\$105.00
				001-007-558-50-43-00	PL-Travel & Mtgs	Machias Rd Annexation Open House	\$45.03
					PL-Travel & Mtgs	Parking-Sno Co Garage	\$2.00
					PL-Travel & Mtgs	20th Street SE Utility Coordination meeting	\$50.72
			8232 0517	001-007-558-50-49-00	PL-Miscellaneous	Membership LS Chamber of Commerce - Ashe	\$20.00
				001-002-513-11-43-00	AD-Travel & Meetings	MAG meeting - Brazel	\$14.67



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Business Card	42570	5/18/2017	8232 0517	001-007-558-50-41-03	PL-Advertising	Help wanted - Senior Planner	\$100.00
				101-016-542-30-41-01	ST-Advertising	Help wanted - City Engineer	\$100.00
			8484 0517	001-007-558-50-41-03	PL-Advertising	LUA2017-0198 postcard	\$43.24
					PL-Advertising	LUA2017-0052 postcard	\$43.24
					PL-Advertising	LUA2017-0002 postcard	\$80.42
					PL-Advertising	Lundeen Park NOA postcard	\$24.36
					PL-Advertising	LUA2017-0049 postcard	\$38.17
					PL-Advertising	LUA2017-0040 postcard	\$22.32
					PL-Advertising	LUA2017-0043 postcard	\$70.77
					PL-Advertising	LUA2017-0019 postcard	\$26.76
			001-007-558-50-49-01	PL-Staff Development	Registration for 2017 PAW conference - Place		\$375.00
					PL-Staff Development	Registration for 2017 PAW conference - Meis	\$375.00
			8877 0517	001-008-521-20-31-00	LE-Office Supplies	Comuter screen privacy screens	\$81.20
					LE-Minor Equipment	Hand Truck/Jump start Power unit	\$261.09
					LE-Minor Equipment	High Density Doorknob Bag/Seal top bag w/hang hole	\$67.46
					LE-Minor Equipment	Cash drop box/Digital pen scanner	\$176.96
					LE-Minor Equipment	AC Charger Power Supply Adapter Cords	\$82.44
				001-008-521-20-41-00	LE-Professional Services	Personality assessments	\$114.00
					LE-Travel & Per Diem	Hotel for Homicide investigation training-Wachtveitl	\$329.67
					LE-Travel & Per Diem	Hotel for Homicide investigation training-Warbis	\$329.67
					LE-Travel & Per Diem	Hotel for Team building training-Barnes	\$178.13
					LE-Travel & Per Diem	Hotel for Team building training-Thomas	\$178.13
			001-008-521-20-43-01	LE-Business Meetings	Hotel for Team building training-Anderson		\$178.13
					LE-Business Meetings	Team building training lunches	\$54.50
			001-008-521-21-31-00	LE-Boating Minor Equipment	Team building		\$72.51
					LE-Boating Minor Equipment	Clear Optic Dome	\$133.03
					LE-Registration Fees	Forensic Necropsy & Report Writing registration	\$280.00
					LE-Registration Fees	Front Desk Safety & Security training-Ubert	\$297.00
					LE-Registration Fees	2017 WHIA Annual Conference registration-Warbis	\$300.00
			9185 0517	001-005-518-10-49-00	LE-Registration Fees	WLI training - J Ubert	\$1,250.00
					LE-Registration Fees	2017 WHIA Annual Conference registration-Wachtveitl	\$300.00
					HR-Miscellaneous	Help wanted ad with Diversity Boost	\$275.00



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Business Card	42570	5/18/2017	9185 0517	001-013-518-20-49-00	GG-Miscellaneous	Length of Service award - Hinman	\$105.95
				101-016-542-30-41-01	ST-Advertising	Help wanted ad - Seasonal Parks Worker	\$22.50
				410-016-531-10-41-05	SW-Advertising	Help wanted ad - Seasonal Parks Worker	\$22.50
		5/18/2017	9438 0517	001-008-521-20-31-02	LE-Minor Equipment	Book-Washington Criminal/Traffic Laws	\$20.48
					LE-Minor Equipment	Book-Fundamentals of Traffic Crash Reconstruction	\$98.93
Cashmere Valley Bank	42571					Check Total	\$37,082.09
		5/18/2017	133357 0517	212-016-591-48-71-00	2010A Bond Principal - PW shop	2010 Series A Bond Pmt - Principal	\$34,687.61
				212-016-592-48-83-00	2010A Bond Interest - PW Shop	2010 Series A Bond Pmt - Interest	\$2,394.48
CDW Government Inc	42572					Check Total	\$7,943.34
		5/18/2017	HQB7842	001-008-594-21-63-00	LE-Capital Outlays Equipment	Traffic MDT	\$4,803.11
			HQL7110	510-006-518-80-31-00	Purchase Computer Equipment	Surface PRO warranties	\$526.05
			HRD5287	510-006-518-80-31-00	Purchase Computer Equipment	Laptop mount equip for patrol cars	\$1,861.17
				510-006-518-80-49-00	License Renewal - Annual Maint	Panasonic 5 year protection Plus	\$753.01
CHS Engineers LLC	42573					Check Total	\$5,183.52
		5/18/2017	371702-1703	001-007-558-50-41-00	PL-Professional Servic	LUA2016-0201-Soper Hill Rd ROW	\$304.24
			371703-1703	101-016-542-30-41-02	ST-Professional Service	LUA2017-0038 Chapel 5	\$3,059.04
			371705-1703	101-016-542-30-41-02	ST-Professional Service	LUA2017-0043 Nourse Development	\$982.40
			371706-1703	001-007-558-50-41-00	PL-Professional Servic	LUA2017-0036 Eagle Glen	\$837.84
City of Everett	42574					Check Total	\$555.00
		5/18/2017	I17000793	001-008-554-30-51-00	LE-Animal Control	Animal shelter services March 2017	\$555.00
City of Lynnwood Police Dept	42575					Check Total	\$50.00
		5/18/2017	LPDAMT0001	001-008-521-40-49-01	LE-Registration Fees	Basic Motor Operator Course-Aukerman	\$50.00
City of Marysville	42576					Check Total	\$9,874.98
		5/18/2017	17-007	001-013-512-50-41-00	GG-Municipal Court Fees	Municipal court fees April 2017	\$9,874.98
City of Mountlake Terrace	42577					Check Total	\$2,836.00
		5/18/2017	3213	001-007-558-50-41-00	PL-Professional Servic	Alliance for Housing Affordability assessment 2017-2018	\$2,836.00
Clarks Native Trees & Shrubs	42578					Check Total	\$1,988.02
		5/18/2017	16518	001-013-594-18-60-02	GG - City Hall Demo	Plantings at new City Hall site	\$1,988.02
Code Publishing Co Inc	42579					Check Total	\$124.96
		5/18/2017	56445	001-003-514-20-41-00	CC-Professional Services	Code publishing Ord 993 & 996	\$124.96



Checks to be Approved for 5/5/2017 to 5/18/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Comcast	42580	5/18/2017	0808840 0417	001-010-576-80-42-00	PK-Communication	Internet services - City Shop	\$28.72	
				101-016-543-30-42-00	ST-Communications	Internet services - City Shop		\$28.73
				410-016-531-10-42-00	SW-Communications	Internet services - City Shop		\$28.73
	42581	5/18/2017	0692756 0417	001-008-521-20-42-00	LE-Communication	Internet services - Market Place	\$106.18	Check Total
	42582	5/18/2017	0991976 0417	001-013-518-20-42-00	GG-Communication	Internet services - VIC	\$136.18	Check Total
	42583	5/18/2017	1012996 0417	101-016-544-90-31-02	ST-Operating Cost	Traffic signal control	\$151.18	Check Total
Comdata Corporation	42584	5/18/2017	20272850	001-008-521-20-32-00	LE-Fuel	Fuel	\$144.95	Check Total
ConfirmdeliveryCom	42585	5/18/2017	05102017	001-008-521-20-42-00	LE-Communication	Parcel Paks for passports	\$231.99	Check Total
Contractors Supply Corporation	42586	5/18/2017	48757	101-016-544-90-31-02	ST-Operating Cost	ME-Hot Water Pressure Washer-Honda Shark 3000psi	\$5,059.24	Check Total
Control Dynamics Inc	42587	5/18/2017	165796	001-013-518-20-48-00	GG-Repair & Maintenance	Electrical services at Food Bank	\$11,212.08	Check Total
				621-000-389-20-00-02	Retainage - Other PW Project	Retainage - Control Dynamics Inc	(\$560.60)	
			165804	001-013-518-20-48-00	GG-Repair & Maintenance	Electrical service at Food Bank	\$687.87	
				621-000-389-20-00-02	Retainage - Other PW Project	Retainage - Control Dynamics Inc	(\$34.39)	
		5/18/2017	T259449	001-013-594-18-60-02	GG - City Hall Demo	New City Hall landscaping	\$1,687.95	Check Total
Cory De Jong and Sons Inc	42588	5/18/2017	T259450	001-013-594-18-60-02	GG - City Hall Demo	New City Hall landscaping	\$1,687.95	
			T260747	001-013-594-18-60-02	GG - City Hall Demo	New City Hall landscaping	\$161.72	
Crandall Arambula PC	42589	5/18/2017	1	001-007-558-70-41-00	PL-Economic Devel	North Cove Park Master Plan	\$2,549.45	Check Total
			12	001-007-558-70-41-00	PL-Economic Devel	LS Subarea Plan & EIS/Planned Action Ordinance	\$14,520.25	
Crystal and Sierra Springs	42590	5/18/2017	16015194042917	001-008-521-50-30-00	LE-Facilities Supplies	Bottled water	\$100.51	Check Total
			5249844050117	001-007-558-50-31-01	PL-Operating Costs	Bottled Water	\$62.88	



Checks to be Approved for 5/5/2017 to 5/18/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Crystal and Sierra Springs	42590	5/18/2017	5249844050117	001-007-559-30-31-01	PB-Operating Cost	Bottled Water	\$39.37
				001-013-518-20-31-00	GG-Operating	Bottled Water	\$39.37
				101-016-544-90-31-02	ST-Operating Cost	Bottled Water	\$99.76
				410-016-531-10-31-02	SW-Operating Costs	Bottled Water	\$99.76
Cutting Edge Training	42591	5/18/2017	051517	001-008-521-40-49-01	LE-Registration Fees	Check Total \$238.00	
						Training-Office Survival Down & Dirty-Shein/Kilroy	\$238.00
Cuz Concrete Products Inc	42592	5/18/2017	242960	410-016-531-10-31-02	SW-Operating Costs	Check Total \$3,912.78	
						Concrete sections for Storm pipe repair	\$3,912.78
Day Wireless Systems	42593	5/18/2017	435511	001-008-521-20-31-02	LE-Minor Equipment	Check Total \$12.07	
						Warranty replacement shipping	\$12.07
Dept Graphics	42594	5/18/2017	8441	001-008-521-20-31-01	LE-Fixed Minor Equipment	Check Total \$329.10	
						Graphics on motorcycle	\$329.10
Dept of Commerce	42595	5/18/2017	PWTF-273431	101-016-591-95-71-00	2010 PWTF Loan Principal Pymt	Loan pmt contract # PE10-951-003	\$633.95
				101-016-592-95-83-00	2010 PWTF Loan Int Pymt	Loan pmt contract # PE10-951-003	\$266.26
Dept of Retirement (Deferred Comp)	0	5/11/2017	051517	001-000-282-00-00-00	Payroll Liability Retirement	Check Total \$2,195.00	
						Employee Portion-State Deferre	\$2,195.00
Dicks Towing Inc	42596	5/18/2017	134268	001-008-521-20-41-00	LE-Professional Services	Check Total \$126.16	
						Evidence towing case 2017-9539	\$126.16
DTSGIS Data Transfer Solutions LLC	42597	5/18/2017	5367	101-016-543-30-41-02	ST-Software Maint & Support	VUEWorks annual maintenance & Hosting	\$3,200.00
				410-016-531-10-41-04	SW-Software Maint & Support	VUEWorks annual maintenance & Hosting	\$3,200.00
Electronic Federal Tax Pmt System EFTPS	0	5/11/2017	051517	001-000-281-00-00-00	Payroll Liability Taxes	Check Total \$78,352.56	
						Federal Payroll Taxes	\$78,352.56
Electronic Business Machines	42598	5/18/2017	AR67951	001-007-558-50-48-00	PL-Repairs & Maint.	Copier repair & maintenance	\$98.20
				101-016-542-30-48-00	ST-Repair & Maintenance	Copier repair & maintenance	\$49.10
				410-016-531-10-48-00	SW-Repairs & Maintenance	Copier repair & maintenance	\$49.10
				AR68325	LE-Facility Repair & Maint	Copier repair & maintenance	\$172.69
Everett Stamp Works	42599	5/18/2017	21570	001-007-558-50-31-00	PL-Office Supplies	Check Total \$34.68	
						Nameplate - Williamson	\$17.34



Checks to be Approved for 5/5/2017 to 5/18/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Everett Stamp Works	42599	5/18/2017	21570	101-016-544-90-31-01	ST-Office Supplies	Nameplate - Nau	\$8.67
				410-016-531-10-31-01	SW-Office Supplies	Nameplate - Nau	\$8.67
Evergreen Security Systems	42600					Check Total	\$1,341.50
		5/18/2017	77852	001-008-521-50-48-00	LE-Facility Repair & Maint	CCTV - Grade Rd	\$1,025.71
			78042	001-008-521-50-48-00	LE-Facility Repair & Maint	Security - Grade Rd	\$119.79
			78696	001-008-521-50-48-00	LE-Facility Repair & Maint	Security - Grade Rd	\$196.00
Fastenal Company	42601					Check Total	\$109.24
		5/18/2017	WAEV134977	001-010-576-80-31-00	PK-Operating Costs	Safety Glass cleaner/Gloves/brake cleaner	\$29.63
				101-016-544-90-31-02	ST-Operating Cost	Safety Glass cleaner/Gloves/brake cleaner	\$29.63
				410-016-531-10-31-02	SW-Operating Costs	Safety Glass cleaner/Gloves/brake cleaner	\$29.62
			WAEV134995	001-010-576-80-31-00	PK-Operating Costs	Safety Glasses	\$6.78
				101-016-544-90-31-02	ST-Operating Cost	Safety Glasses	\$6.79
				410-016-531-10-31-02	SW-Operating Costs	Safety Glasses	\$6.79
FBI - LEEDA	42602					Check Total	\$1,300.00
		5/18/2017	200007213	001-008-521-40-49-01	LE-Registration Fees	SLI registration - Kirkland - Valvick	\$650.00
			200007404	001-008-521-40-49-01	LE-Registration Fees	SLI registration - Kirkland - J Anderson	\$650.00
Feldman and Lee	42603					Check Total	\$10,000.00
		5/18/2017	April2017	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services - April 2017	\$10,000.00
Donna Foster	42604					Check Total	\$176.19
		5/18/2017	38096	001-008-521-20-31-00	LE-Office Supplies	Property Post Cards	\$66.53
			38166	001-012-573-20-31-00	CS-Arts Commission	Arts Commission Poster & Brochures	\$109.66
Gall LLC	42605					Check Total	\$128.72
		5/18/2017	007372486	001-008-521-20-31-02	LE-Minor Equipment	Shirts - R Brooks	\$77.06
			007396195	001-008-521-20-31-02	LE-Minor Equipment	Shirts - R Brooks	\$297.21
			007403413	001-008-521-20-31-02	LE-Minor Equipment	Return of shirts & pants - R Brooks	(\$519.97)
			007473742	001-008-521-20-31-02	LE-Minor Equipment	Jacket - Parnell	\$274.42
Grainger	42606					Check Total	\$1,202.68
		5/18/2017	9426125739	001-010-576-80-31-00	PK-Operating Costs	Handheld CB radios	\$35.74
				101-016-544-90-31-02	ST-Operating Cost	Handheld CB radios	\$35.74
				410-016-531-10-31-02	SW-Operating Costs	Handheld CB radios	\$35.74
			9426125747	410-016-531-10-31-02	SW-Operating Costs	Plastic Wrap 20 x100 ft	\$324.39



Checks to be Approved for 5/5/2017 to 5/18/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Grainger	42606	5/18/2017	9427383279	001-010-576-80-31-00	PK-Operating Costs	CB radios & antennas	\$64.87
				101-016-544-90-31-02	ST-Operating Cost	CB radios & antennas	\$64.86
				410-016-531-10-31-02	SW-Operating Costs	CB radios & antennas	\$64.86
			9427383287	001-010-576-80-31-00	PK-Operating Costs	CB antennas & batteries	\$58.45
				101-016-544-90-31-02	ST-Operating Cost	CB antennas & batteries	\$58.45
				410-016-531-10-31-02	SW-Operating Costs	CB antennas & batteries	\$58.46
			9432772763	001-010-576-80-31-00	PK-Operating Costs	Tree watering bags	\$213.92
			9436827274	001-010-576-80-31-00	PK-Operating Costs	Barricade tape	\$62.40
				101-016-544-90-31-02	ST-Operating Cost	Barricade tape	\$62.40
				410-016-531-10-31-02	SW-Operating Costs	Barricade tape	\$62.40
Granite Construction Supply	42607					Check Total	\$76.79
		5/18/2017	262_00067300	101-016-542-64-31-00	ST-Traffic Control - Supply	Street signs	\$76.79
Chris L Griffen	42608					Check Total	\$562.50
		5/18/2017	7Z0423371	001-011-515-91-41-00	LG-General Indigent Defense	Public defender services	\$300.00
			7Z0579532	001-011-515-91-41-00	LG-General Indigent Defense	Public defender services	\$262.50
HB Jaeger Co LLC	42609					Check Total	\$18,929.89
		5/18/2017	185379/1	001-013-594-18-60-02	GG - City Hall Demo	Backflow checkvalve new City Hall	\$1,245.14
			185469/1	410-016-531-10-31-02	SW-Operating Costs	Storm ADS Pipe for 74th Dr SE project	\$15,622.79
			185470/1	001-013-594-18-60-02	GG - City Hall Demo	Electrical conduit new City Hall	\$232.88
			185471/1	001-013-594-18-60-02	GG - City Hall Demo	Water Line parts new City Hall	\$328.14
			185719/1	410-016-531-10-31-02	SW-Operating Costs	50 lb bag Jet Set	\$1,238.74
			185792/1	410-016-531-10-31-02	SW-Operating Costs	Storm Drain Pipe for 74th Dr SE project	\$262.20
HERC Rentals Inc	42610					Check Total	\$2,084.30
		5/18/2017	29221311-001	410-016-531-10-31-02	SW-Operating Costs	Wood chipper rental-74th Dr SE	\$2,084.30
Heritage Bank	42611					Check Total	\$6,303.60
		5/18/2017	100635410 0417	213-008-592-21-83-00	2015 LTGO Interest Pymt PD	Interest for 2015 LTGO loan	\$6,303.60
Michael Hingtgen	42612					Check Total	\$110.00
		5/18/2017	042717	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem for De-escalation Train the Trainer-Hingtgen	\$110.00
Iron Mountain Quarry LLC	42613					Check Total	\$2,949.76
		5/18/2017	0264151	410-016-531-10-31-02	SW-Operating Costs	1 Man rock - 74th Dr SE project	\$502.74
			0264421	410-016-531-10-31-02	SW-Operating Costs	1 Man rock - 74th Dr SE project	\$426.13



Checks to be Approved for 5/5/2017 to 5/18/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Iron Mountain Quarry LLC	42613	5/18/2017	0264458	410-016-531-10-31-02	SW-Operating Costs	1 Man rock - 74th Dr SE project	\$506.39
			0264498	410-016-531-10-31-02	SW-Operating Costs	1 Man rock/dump fees 74th Dr SE project	\$1,514.50
ISOutsource	42614						Check Total \$522.50
		5/18/2017	CW202679	001-006-518-80-41-00	IT-Professional Services	IT Consulting services	\$522.50
J Gardner and Associates	42615						Check Total \$305.00
		5/18/2017	9186	001-008-521-30-31-00	LE-Community Outreach Supplies	Jr Police Badges	\$305.00
J Thayer Company Inc	42616						Check Total \$2,317.91
		5/18/2017	1139954-0	001-008-521-20-31-00	LE-Office Supplies	Index tabs	\$12.53
			1139987-0	001-008-521-20-31-00	LE-Office Supplies	Paper/note pads/cds	\$137.09
			1140753-0	001-007-558-50-31-00	PL-Office Supplies	Scissors	\$1.66
				001-013-518-20-31-00	GG-Operating	Paper/disinfectant wipes/tissue/pens	\$236.07
			1142124-0	001-008-521-20-31-00	LE-Office Supplies	Paper/Tally counter/mousepad/wastebasket/staples/keyboard/pens	\$402.65
			1142177-0	001-010-576-80-31-00	PK-Operating Costs	Wypall utility wipes	\$356.60
				101-016-544-90-31-02	ST-Operating Cost	Wypall utility wipes	\$356.59
				410-016-531-10-31-02	SW-Operating Costs	Wypall utility wipes	\$356.59
			1142645-0	001-008-521-20-31-00	LE-Office Supplies	Letter jacket/Toner	\$458.13
Jeffrey D. Goldman	42617						Check Total \$400.00
		5/18/2017	1299	001-008-521-20-41-00	LE-Professional Services	Polygraph exam-Police Officer	\$200.00
			1300	001-008-521-20-41-00	LE-Professional Services	Pre employment polygraph exam-Lateral Police Officer	\$200.00
Johns Cleaning Service	42618						Check Total \$115.08
		5/18/2017	March2017	001-008-521-20-41-00	LE-Professional Services	Uniform cleaning services	\$115.08
Kaiser Permanente	42619						Check Total \$300.00
		5/18/2017	65805615	001-008-521-20-41-00	LE-Professional Services	New Employee medical exams & testing	\$205.00
				101-016-542-30-41-02	ST-Professional Service	Employee medical exams & testing	\$47.50
				410-016-531-10-41-01	SW-Professional Services	Employee medical exams & testing	\$47.50
Kroesens Uniforms	42620						Check Total \$350.64
		5/18/2017	44049	001-008-521-20-31-02	LE-Minor Equipment	Jacket - Vanderwalker	\$175.32
			44322	001-008-521-20-31-02	LE-Minor Equipment	Jacket - LeBlanc	\$175.32
Lake Industries LLC	42621						Check Total \$17,388.16
		5/18/2017	272367	101-016-544-90-31-02	ST-Operating Cost	1 1/4" Minus Crush Rock	\$39.77
				410-016-531-10-31-02	SW-Operating Costs	1 1/4" Minus Crush Rock	\$39.78



Checks to be Approved for 5/5/2017 to 5/18/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Lake Industries LLC	42621	5/18/2017	272383	101-016-544-90-31-02	ST-Operating Cost	1 1/4" Minus Crush Rock	\$39.90
				410-016-531-10-31-02	SW-Operating Costs	1 1/4" Minus Crush Rock	\$39.90
			272416	410-016-531-10-31-02	SW-Operating Costs	4" Minus Screened Pit Run-74th Dr SE	\$147.93
			272426	410-016-531-10-31-02	SW-Operating Costs	4" Minus Screened Pit Run-74th Dr SE	\$1,841.17
			272438	410-016-531-10-31-02	SW-Operating Costs	4" Minus Screened Pit Run-74th Dr SE	\$1,900.98
			272455	410-016-531-10-31-02	SW-Operating Costs	4" Minus Screened Pit Run-74th Dr SE	\$1,902.72
			272472	101-016-544-90-31-02	ST-Operating Cost	1 1/4" Minus Crush Rock	\$123.25
				410-016-531-10-31-02	SW-Operating Costs	1 1/4" Minus Crush Rock	\$123.25
			272473	001-013-594-18-60-02	GG - City Hall Demo	4" Minus Screened Pit Run-New City Hall site	\$1,659.05
			33068	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
			33098	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
			33100	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
			33120	410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard-74th Dr SE	\$90.00
			33127	410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard-74th Dr SE	\$459.00
			33131	410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard-74th Dr SE	\$243.00
			33148	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
			33154	410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard-74th Dr SE	\$1,977.12
			33168	410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard-74th Dr SE	\$3,245.67
			33172	001-013-594-18-60-02	GG - City Hall Demo	Fill hauled in by the yard-New City Hall site	\$3,335.67
Lake Stevens Police Guild	42556					Check Total	\$1,028.00
		5/11/2017	051517	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,028.00
Lake Stevens School District	42622					Check Total	\$7,782.95
		5/18/2017	0001617102	001-007-558-50-32-00	PL-Fuel	Fuel	\$13.84
				001-007-559-30-32-00	PB-Fuel	Fuel	\$132.72
				001-008-521-20-32-00	LE-Fuel	Fuel	\$4,821.35
				001-010-576-80-32-00	PK-Fuel Costs	Fuel	\$27.30
				001-013-518-20-32-00	GG-Fuel	Fuel	\$13.84
				101-016-542-30-32-00	ST-Fuel	Fuel	\$1,243.55



Checks to be Approved for 5/5/2017 to 5/18/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Lake Stevens School District	42622	5/18/2017	0001617102	410-016-531-10-32-00	SW-Fuel	Fuel	\$1,530.35
Lake Stevens Sewer District	42549						Check Total \$125.00
		5/8/2017	Permit	001-013-594-18-60-02	GG - City Hall Demo	Permit for new sewer connection to Temp City Hall	\$125.00
	42623						Check Total \$1,032.02
		5/18/2017	052017	001-008-521-50-47-00	LE-Facility Utilities	Sewer - Police Station	\$86.00
					LE-Facility Utilities	Sewer - N Lakeshore Dr	\$86.00
				001-010-576-80-47-00	PK-Utilities	Sewer - Lundeen Park	\$172.00
				001-012-572-20-47-00	CS-Library-Utilities	Sewer - Library	\$86.00
				001-013-518-20-47-00	GG-Utilities	Sewer - City Hall	\$172.02
					GG-Utilities	Sewer - Vacant Houses 20th St SE	\$172.00
					GG-Utilities	Sewer - Permit Center	\$86.00
					GG-Utilities	Sewer - Family Center	\$86.00
				101-016-543-50-47-00	ST-Utilities	Sewer - 99th Ave SE Property	\$86.00
Law Enforcement Seminars LLC	42624						Check Total \$1,020.00
		5/18/2017	84721493244767	001-008-521-40-49-01	LE-Registration Fees	Internal Affairs Investigations reg-Brooks/Miner/Beazizo	\$1,020.00
Lemay Mobile Shredding	42625						Check Total \$14.07
		5/18/2017	4519660	001-008-521-20-41-01	LE-Proessional Serv-Fixed	Shredding services	\$9.38
			4519661	001-013-518-20-31-00	GG-Operating	Shredding services	\$4.69
Les Schwab Tire Center	42626						Check Total \$757.25
		5/18/2017	40200330107	101-016-542-30-48-00	ST-Repair & Maintenance	Tire replacement PW1	\$138.54
				410-016-531-10-48-00	SW-Repairs & Maintenance	Tire replacement PW1	\$138.54
			40200331749	101-016-542-30-48-00	ST-Repair & Maintenance	Tire replacement PW40	\$240.09
				410-016-531-10-48-00	SW-Repairs & Maintenance	Tire replacement PW40	\$240.08
Life-Assist Inc	42627						Check Total \$397.77
		5/18/2017	795444	001-008-521-20-31-04	LE - Donation Exp - Other	Pelican equipment cases-first aid kits-Boats	\$397.77
Marshbank Construction Inc	42628						Check Total \$56,961.15
		5/18/2017	Jan13-2017adj	101-016-595-61-64-41	ST - Cap - Grade Road	Emergency Grade Rd Stabilization-Final	\$56,961.15
Marshbank Construction Acct 17620012767	42629						Check Total \$2,997.96
		5/18/2017	Jan13-2017adj	621-000-589-20-00-02	Street Project Retainage Reimb	Retainage-Marshbank Construction	\$2,997.96



Checks to be Approved for 5/5/2017 to 5/18/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	\$299.48
Miles Sand & Gravel	42630	5/18/2017	1546637	410-016-531-10-31-02	SW-Operating Costs	Eco blocks		\$245.03
			1547053	410-016-531-10-31-02	SW-Operating Costs	Ecology blocks - 74th Dr SE		\$54.45
Robert Miner	42631	5/18/2017	042617	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem for Internal Affairs Investigations training-Miner		\$38.00
							Check Total	\$38.00
Modern Marketing	42632	5/18/2017	MMI121680	001-008-521-30-31-00	LE-Community Outreach Supplies	Law Enforcement Coloring books/T Shirts		\$488.47
							Check Total	\$488.47
Monroe Correctional Complex	42633	5/18/2017	042017	001-010-576-80-48-00	PK-Repair & Maintenance	DOC Work Crew		\$193.47
				101-016-542-30-48-00	ST-Repair & Maintenance	DOC Work Crew		\$273.60
				410-016-531-10-48-00	SW-Repairs & Maintenance	DOC Work Crew		\$109.41
							Check Total	\$576.48
Nationwide Retirement Solution	0	5/11/2017	051517	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide		\$1,975.00
							Check Total	\$1,975.00
Neofunds by Neopost	42634	5/18/2017	041817	001-008-521-20-42-00	LE-Communication	Postage		\$0.64
							Check Total	\$0.64
O Reilly Auto Parts	42635	5/18/2017	2960-337541	101-016-544-90-31-02	ST-Operating Cost	Fuel cap assembly for PW1		\$22.86
				410-016-531-10-31-02	SW-Operating Costs	Fuel cap assembly for PW1		\$22.87
			2960-338783	101-016-544-90-31-02	ST-Operating Cost	Filters for PW11		\$101.74
				410-016-531-10-31-02	SW-Operating Costs	Filters for PW11		\$101.74
							Check Total	\$249.21
Office of The State Treasurer	42636	5/18/2017	042017	633-000-589-30-00-03	State Building Permit Remit	April 2017 State Court Fees		\$256.50
				633-000-589-30-00-07	Public Safety And Ed. 1986	April 2017 State Court Fees		\$4,918.05
				633-000-589-30-00-08	Public Safety And Education	April 2017 State Court Fees		\$2,886.61
				633-000-589-30-00-09	Judicial Information System-Ci	April 2017 State Court Fees		\$1,941.77
				633-000-589-30-00-12	Trauma Care	April 2017 State Court Fees		\$604.54
				633-000-589-30-00-13	School Zone Safety	April 2017 State Court Fees		\$9.71
				633-000-589-30-00-14	Public Safety Ed #3	April 2017 State Court Fees		\$109.46
				633-000-589-30-00-15	Auto Theft Prevention	April 2017 State Court Fees		\$868.04
				633-000-589-30-00-16	HWY Safety Act	April 2017 State Court Fees		\$33.33
				633-000-589-30-00-17	Death Inv Acct	April 2017 State Court Fees		\$21.01



Checks to be Approved for 5/5/2017 to 5/18/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Office of The State Treasurer	42636	5/18/2017	042017	633-000-589-30-00-18	WSP Highway Acct	April 2017 State Court Fees	\$119.05
Ogden Murphy Wallace	42637					Check Total	\$550.00
		5/18/2017	733938	001-011-515-30-41-00	LG-Professional Service	Attorney services - Mobilitie Consortium	\$550.00
Outcomes by Levy LLC	42638					Check Total	\$5,459.85
		5/18/2017	2017-04-LS	001-013-511-70-40-00	Lobbying Services	Lobbying services for April 2017	\$5,459.85
Pacific Power Batteries	42639					Check Total	\$76.22
		5/18/2017	11352672	001-008-521-20-31-02	LE-Minor Equipment	12V Switching Power	\$18.18
			12240310	101-016-542-64-31-00	ST-Traffic Control - Supply	Batteries for crosswalk signs	\$58.04
Kristen Parnell	42640					Check Total	\$38.00
		5/18/2017	051117	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem or PSR training-Parnell	\$38.00
Partsmaster	42641					Check Total	\$283.35
		5/18/2017	23139018	001-010-576-80-31-00	PK-Operating Costs	Tap screww phillips panhead screws	\$73.40
				101-016-544-90-31-02	ST-Operating Cost	Extended reach screwdriver set	\$63.15
					ST-Operating Cost	Tap screww phillips panhead screws	\$73.40
				410-016-531-10-31-02	SW-Operating Costs	Tap screww phillips panhead screws	\$73.40
Pigskin Uniforms	42642					Check Total	\$585.90
		5/18/2017	2017-21	001-008-521-20-31-05	LE-Equipment - New Officers	Summer jumpsuit - Bryant	\$585.90
Pilchuck Rentals	42643					Check Total	\$391.78
		5/18/2017	50642	001-010-576-80-31-00	PK-Operating Costs	Honda Push Mower	\$391.78
Pitney Bowes	42644					Check Total	\$112.48
		5/18/2017	3303481464	001-013-518-20-45-00	GG-Equipment Rental	Postage machine rental	\$112.48
Platt Electric Supply	42645					Check Total	\$197.33
		5/18/2017	L905228	001-013-594-18-60-02	GG - City Hall Demo	Copper piping new City Hall site	\$74.44
			L949225	001-013-594-18-60-02	GG - City Hall Demo	Herculine 1000 ft measuring tape	\$118.21
			N017078	001-013-594-18-60-02	GG - City Hall Demo	PVC 2 inch female adapter-new City Hall	\$4.68
Public Safety Testing Inc	42646					Check Total	\$1,966.99
		5/18/2017	PST17-1740	001-008-521-20-41-00	LE-Professional Services	Background investigations-new employee	\$1,966.99
Puget Sound Energy	42647					Check Total	\$170.79
		5/18/2017	24316495 0517	001-010-576-80-47-00	PK-Utilities	Natural Gas - City Shop	\$56.93
				101-016-543-50-47-00	ST-Utilities	Natural Gas - City Shop	\$56.93



Checks to be Approved for 5/5/2017 to 5/18/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Puget Sound Energy	42647	5/18/2017	24316495 0517	410-016-531-10-47-00	SW-Utilities	Natural Gas - City Shop	\$56.93
	42648						Check Total \$171.78
		5/18/2017	3723810 0517	001-008-521-50-47-00	LE-Facility Utilities	Natural Gas - N Lakeshore Dr	\$171.78
Purchase Power	42649						Check Total \$300.00
		5/18/2017	050817	001-007-558-50-42-00	PL-Communication	Postage	\$141.11
				001-013-518-20-42-00	GG-Communication	Postage	\$156.47
				101-016-543-30-42-00	ST-Communications	Postage	\$1.21
				410-016-531-10-42-00	SW-Communications	Postage	\$1.21
Republic Services 197	42650						Check Total \$599.83
		5/18/2017	0197-002088482	001-010-576-80-31-00	PK-Operating Costs	Dumpster services - City Shop	\$127.90
				101-016-542-30-45-00	ST-Rentals-Leases	Dumpster Rental - City Shop	\$108.07
				101-016-544-90-31-02	ST-Operating Cost	Dumpster services - City Shop	\$127.90
				410-016-531-10-31-02	SW-Operating Costs	Dumpster services - City Shop	\$127.90
				410-016-531-10-45-00	SW-Equipment Rental	Dumpster Rental - City Shop	\$108.06
	42651						Check Total \$264.87
		5/18/2017	0197-002088289	001-010-576-80-31-00	PK-Operating Costs	Dumpster svcs - Lundeen Park	\$250.96
				001-010-576-80-45-00	PK-Equipment Rental	Dumpster rental - Lundeen Park	\$13.91
	42652						Check Total \$132.72
Safety Source LLC	42653						
		5/18/2017	877401	410-016-531-10-31-02	SW-Operating Costs	Shoring Box rental - 74th Dr SE	\$1,021.01
SCCFOA	42654						Check Total \$40.00
		5/18/2017	052517	001-003-514-20-43-00	CC-Travel & Meetings	SCCFOA meeting on 5/25/17-Pugh	\$20.00
				001-004-514-23-43-00	FI-Travel & Meetings	SCCFOA meeting on 5/25/17-Roundy	\$20.00
SirennetCom	42655						Check Total \$4,072.37
		5/18/2017	0214772-IN	520-008-594-21-63-00	Capital Equipment	Siren & Lights PT73	\$1,007.33
			0215358-IN	520-008-594-21-63-00	Capital Equipment	Siren & Lights PT71	\$2,453.17
			2014669-IN	520-008-594-21-63-00	Capital Equipment	Siren & Lights PT71	\$611.87



Checks to be Approved for 5/5/2017 to 5/18/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	\$81.85
Six Robblees Inc	42656	5/18/2017	14-348338	101-016-544-90-31-02	ST-Operating Cost	Split Loom wire protection for vehicles	\$25.64	
				410-016-531-10-31-02	SW-Operating Costs	Split Loom wire protection for vehicles	\$25.64	
		14-348338-1	101-016-544-90-31-02	ST-Operating Cost	Split Loom wire protection for vehicles		\$15.28	
				410-016-531-10-31-02	SW-Operating Costs	Split Loom wire protection for vehicles	\$15.29	
Snohomish County Conservation Dist	42657						Check Total	\$2,526.19
		5/18/2017	2726	410-016-531-50-31-15	DOE EG160393-4 Capacity	Q1 2017 Salaries & Benefits		\$2,526.19
Snohomish County Parks and Recreation	42658						Check Total	\$140.00
		5/18/2017	I000435747	001-013-518-20-31-00	GG-Operating	Centennial Trail Business Sign Permit 2017-2018		\$140.00
Snohomish County PUD	42659						Check Total	\$14,307.20
	5/18/2017	127874526	101-016-542-63-47-00	ST-Lighting - Utilities	201595113 Street Lights		\$244.21	
		127876659	001-012-575-30-47-00	CS-Historical-Utilities	202289237 Museum		\$22.24	
			001-012-575-51-47-00	CS-Grimm House Expenses	202289237 Grimm House		\$22.24	
		131183459	101-016-542-63-47-00	ST-Lighting - Utilities	201973682 Street Lights		\$46.02	
		131184410	001-010-576-80-47-00	PK-Utilities	202513354 Park lighting		\$17.06	
		134471531	101-016-542-63-47-00	ST-Lighting - Utilities	202013249 Traffic Signal		\$80.81	
		140984523	001-010-576-80-47-00	PK-Utilities	202340527 Yard		\$8.76	
			101-016-542-63-47-00	ST-Lighting - Utilities	202340527 Yard		\$8.76	
			410-016-531-10-47-00	SW-Utilities	202340527 Yard		\$8.76	
		144319461	101-016-542-64-47-00	ST-Traffic Control -Utility	221128085 Traffic Signal 7441 20th St SE		\$67.44	
		144324839	101-016-542-63-47-00	ST-Lighting - Utilities	203115522 Street Light meter		\$137.10	
		147612413	101-016-542-63-47-00	ST-Lighting - Utilities	202624367 Street Lights		\$10,481.56	
		147612486	101-016-542-63-47-00	ST-Lighting - Utilities	202648101 Street Lights - Soper Hill Annexation		\$1,106.88	
		147612564	101-016-542-63-47-00	ST-Lighting - Utilities	202670725 Street Lights		\$1,215.46	
		154148228	101-016-542-63-47-00	ST-Lighting - Utilities	202988481 Street Lights		\$183.59	
		157347541	001-010-576-80-47-00	PK-Utilities	203203245 Lundeen Restrooms		\$252.63	
		157348401	101-016-542-63-47-00	ST-Lighting - Utilities	203730189 Traffic Signal		\$58.98	
		157348403	101-016-542-63-47-00	ST-Lighting - Utilities	203731153 Traffic Signal		\$78.69	
		163753908	101-016-542-63-47-00	ST-Lighting - Utilities	203582010 Street Lights		\$72.45	
		163755684	001-010-576-80-47-00	PK-Utilities	205395999 Visitor Center		\$171.51	
		163758973	101-016-542-63-47-00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge lights		\$22.05	



Checks to be Approved for 5/5/2017 to 5/18/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Snohomish County PUD	42660	5/18/2017	100304919	001-010-576-80-47-00	PK-Utilities	203531959 Mobile at 2424 Soper Hill Rd	\$114.98	
			104670860	001-012-572-20-47-00	CS-Library-Utilities	200206977 Library	\$428.12	
				001-013-518-20-47-00	GG-Utilities	200206977 Library water meter	\$135.76	
			104671734	001-013-518-20-47-00	GG-Utilities	200206019 City Hall	\$298.86	
			108008238	001-013-518-20-47-00	GG-Utilities	200245215 Family Center	\$210.21	
			114625274	001-008-521-50-47-00	LE-Facility Utilities	200558690 Police N Lakeshore Drive	\$107.86	
			114627823	001-010-576-80-47-00	PK-Utilities	200748721 Parks	\$49.99	
			114628077	001-012-575-50-47-00	CS-Community Center-Utilities	200860922 Community Center	\$467.62	
			117941654	001-010-576-80-47-00	PK-Utilities	201513934 Parks	\$33.72	
			121263619	001-013-518-20-47-00	GG-Utilities	201783685 Annex	\$100.05	
			121263781	101-016-542-63-47-00	ST-Lighting - Utilities	201860178 Traffic Signal	\$126.04	
			124577426	001-013-518-20-47-00	GG-Utilities	201956075 War Memorial	\$25.17	
Snohomish County PW S	42661	5/18/2017	I000435620	410-016-531-20-41-00	SW-Aerator Monitori	Q1 2017 Lake Monitoring & Gaging	\$2,596.54	
			I000435663	101-016-542-30-48-00	ST-Repair & Maintenance	Traffic Signal and sign repair	\$1,616.37	
Snohomish County PW V	42662	5/18/2017	I000435420	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Vehicle repair	\$12,271.13	
				101-016-542-30-48-00	ST-Repair & Maintenance	Vehicle repair	\$38.50	
				410-016-531-10-48-00	SW-Repairs & Maintenance	Vehicle repair	\$38.49	
				520-008-594-21-63-00	Capital Equipment	New vehicle prep PT68 & PT69	\$6,197.64	
Snohomish County Sheriffs Office	42663	5/18/2017						
				2017-3676	001-008-523-60-51-00	LE-Jail	\$15,366.83	
				2017-3697	001-008-523-60-51-00	LE-Jail	\$7.07	
				2017-3720	001-008-523-60-51-00	LE-Jail	\$7,524.32	
Snohomish County Treasurer	42664	5/18/2017	042017	633-000-589-30-00-06	Crime Victims Compensation	April 2017 Crime Victims Compensation	\$173.61	
Snopac	42665	5/18/2017	9052	001-008-528-00-51-00	LE-Snopac Dispatch	Dispatch Services	\$26,988.62	
Sound Publishing Inc	42666	5/18/2017	EDH754779	001-007-558-50-41-03	PL-Advertising	LUA2017-0052 Harbour Homes/Sunset Hills Rezone	\$87.84	



Checks to be Approved for 5/5/2017 to 5/18/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Sound Publishing Inc	42666	5/18/2017	EDH755449	001-007-558-50-41-03	PL-Advertising	LUA2017-0002 Sea Pac Homes	\$82.68
			EDH755588	001-013-518-30-41-01	GG-Advertising	Special City Council Meeting	\$36.24
			EDH757498	001-013-518-30-41-01	GG-Advertising	Ordinance 994	\$110.20
Springbrook Nursery	42667						
		5/18/2017	251383	001-013-594-18-60-02	GG - City Hall Demo	Dump fee - stumps from City Hall site	\$80.00
			251392	001-013-594-18-60-02	GG - City Hall Demo	Dump fee - stumps from City Hall site	\$100.00
Stericycle Inc	42668						
		5/18/2017	3003834429	001-008-521-20-41-01	LE-Proessional Serv-Fixed	Hazardous waste disposal	\$10.36
Steuber Distributing Co	42669						
		5/18/2017	2837594	001-013-594-18-60-02	GG - City Hall Demo	Cedar stakes for City Hall bldg site	\$65.46
			2838026	001-010-576-80-31-00	PK-Operating Costs	Glyphosate/Crossbow weed spray	\$98.16
				101-016-544-90-31-02	ST-Operating Cost	Glyphosate/Crossbow weed spray	\$98.15
				410-016-531-10-31-02	SW-Operating Costs	Glyphosate/Crossbow weed spray	\$98.15
Stilly Auto Parts Napa LLC	42670						
		5/18/2017	826340	001-010-576-80-31-00	PK-Operating Costs	Heater hose/vaccum hoses/12 reel hose cab	\$208.28
				101-016-544-90-31-02	ST-Operating Cost	Heater hose/vaccum hoses/12 reel hose cab	\$208.27
				410-016-531-10-31-02	SW-Operating Costs	Heater hose/vaccum hoses/12 reel hose cab	\$208.27
			827508	101-016-544-90-31-02	ST-Operating Cost	ME-Oil filter removal tool	\$14.84
Tacoma Screw Products Inc	42671						
		5/18/2017	18158412	001-010-576-80-31-00	PK-Operating Costs	Screws/anchor pins & shackles/nuts/nitrile gloves	\$60.85
				101-016-544-90-31-02	ST-Operating Cost	Screws/anchor pins & shackles/nuts/nitrile gloves	\$60.85
				410-016-531-10-31-02	SW-Operating Costs	Screws/anchor pins & shackles/nuts/nitrile gloves	\$60.85
The Daily Herald	42672						
		5/18/2017	20878953 2017	001-013-518-20-31-00	GG-Operating	Everett Herald subscription 2017-2018	\$203.36
The Seattle Times	42673						
		5/18/2017	726057	001-005-518-10-41-00	HR-Professional Services	Help wanted - HR Director	\$200.00
The Watershed Co	42674						
		5/18/2017	2017-0110	001-007-558-50-41-00	PL-Professional Servic	Environmental consulting -Lyons Gate Project	\$1,937.46
Dean Thomas	42675						
		5/18/2017	050517	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem for PSR training-Thomas	\$38.00



Checks to be Approved for 5/5/2017 to 5/18/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Tribune	42676	5/18/2017	785107.03	001-005-518-10-41-00	HR-Professional Services	Help Wanted - HR Director	\$44.44	\$44.44
			785414.03	001-005-518-10-41-00	HR-Professional Services	Help Wanted - HR Director		\$88.00
Vantagepoint Transfer Agents - 307428	42557							Check Total \$1,155.15
		5/11/2017	051517	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp	\$1,155.15	
Washington State Criminal Justice	42677							Check Total \$100.00
		5/18/2017	201128218	001-008-521-40-49-01	LE-Registration Fees	Collision Investigation - Kilroy	\$100.00	
Washington State Patrol	42678							Check Total \$484.00
		5/18/2017	I17007219	633-000-589-30-00-10	Gun Permit - FBI Remittance	Weapons premit background checks	\$84.00	
Washington State Support Registry	0		I17007676	633-000-589-30-00-10	Gun Permit - FBI Remittance	Weapons premit background checks	\$400.00	
	5/11/2017	051517	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$402.46		
Wave Broadband	42679							Check Total \$756.23
		5/18/2017	02185561	001-002-513-11-42-00	AD-Communications	Telephone Service	\$11.11	
				001-003-514-20-42-00	CC-Communications	Telephone Service	\$22.23	
				001-004-514-23-42-00	FI-Communications	Telephone Service	\$22.23	
				001-005-518-10-42-00	HR-Communications	Telephone Service	\$11.11	
				001-006-518-80-42-00	IT-Communications	Telephone Service	\$33.35	
				001-007-558-50-42-00	PL-Communication	Telephone Service	\$72.30	
				001-007-559-30-42-00	PB-Communication	Telephone Service	\$11.12	
				001-008-521-20-42-00	LE-Communication	Telephone Service	\$378.11	
				001-012-575-30-42-00	CS-Historical-Communications	Telephone Service Museum	\$11.12	
				001-012-575-50-42-00	CS-Community Center - Comm	Telephone Service Senior Ctr	\$11.12	
				001-013-518-20-42-00	GG-Communication	Telephone Service	\$44.47	
				101-016-543-30-42-00	ST-Communications	Telephone Service Shop	\$63.98	
				410-016-531-10-42-00	SW-Communications	Telephone Service Shop	\$63.98	
		5/18/2017	02189415	510-006-518-80-49-00	License Renewal - Annual Maint	Fiber lease for New World Connection	Check Total \$650.94	
Weed Graafstra & Associates Inc	42681							
		5/18/2017	163	001-011-515-30-41-00	LG-Professional Service	Attorney services - General Matters	Check Total \$29,215.25	
							\$29,215.25	



Checks to be Approved for 5/5/2017 to 5/18/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	\$250.00
Weed Graafstra & Associates Trust Account	42558	5/11/2017	051117	301-016-544-40-41-00	Street Op - Planning -Design	20th Street Se/Perekopshy (Parcel 023) Title Clearing		\$250.00
Weeks and Weeks Inc	42682	5/18/2017	17055	001-008-521-20-41-00	LE-Professional Services	Towing services PT56		\$206.91
Neil Chad Wells	42683	5/18/2017	042717	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem De-escalation Train the Trainer-C Wells		\$110.00
			050717	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem - Firearms Instructor training-C Wells		\$190.00
West Marine Pro	42684	5/18/2017	8212	001-008-521-21-31-00	LE-Boating Minor Equipment	Bird Deterrent Sand Bag		\$86.05
Kevin Womack	42685	5/18/2017	051217	101-016-544-90-31-02	ST-Operating Cost	CDL license reimbursement		\$102.00
Zachor and Thomas Inc PS	42686	5/18/2017	703	001-011-515-30-41-01	PG-Prosecutor Fees	Prosecutor services - April 2017		\$10,992.13
Total								\$524,156.05



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

Tuesday, April 25, 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, Kathy Holder, Marcus Tageant

ELECTED OFFICIALS ABSENT: None.

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director/City Clerk Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Police Commander Ron Brooks, Deputy City Clerk Kathy Pugh City Attorney Grant Weed, Economic Development Coordinator Jeanie Ashe, Receptionist Carin Hinman, Permit Specialist Jennie Fenrich

OTHERS: Fire Chief Kevin O'Brien, Snohomish County Councilman Sam Low, Representative John Lovick, Representative Mark Harmsworth, Senator Steve Hobbs, Lourdes "Alfie" Alvarado-Ramos, Washington State Department of Veteran Affairs, Ben Studley, Wounded Warriors/Congresswoman Suzan DelBene's Staff,

Pledge of Allegiance: Council President Kurt Hilt introduced Abigail McCarthy, a fifth grader at Mt. Pilchuck Elementary School, who led the Pledge of Allegiance.

Roll Call: All present.

Councilmember Daughtry led a moment of silence in recognition of former City Clerk Norma Scott who passed away on April 24, 2017.

Approval of Agenda: Council President Hilt said the following items are being removed from tonight's agenda: Marysville Court Presentation under Guest Business, Consent Item E: Approve Appointment of Design Review Board Alternate Sammie Thurber to Design Review Board Vacancy, Action Item A, Approve Professional Services Agreement with Lochner for 24th Street Design, and Action Item C, Revised Council Procedures.

Moved by Councilmember McDaniel, seconded by Councilmember Petershagen to approve the agenda as revised. On vote the motion carried (7-0-0-0).

Employee Recognition: Mayor Spencer recognized Steve Edin, Human Resources Director, for 11 years of service. Mr. Edin accepted the position of Management Services Director with the City of Mukilteo.

Mayor Spencer next recognized the following employees: Carin Hinman, 30 years, Police Officer Dennis Irwin who is not present, 10 years, Permit Specialist Jennie Fenrich, 10 years, and Public Works crewmember Rex Ubert, who is not present, 10 years.

Special Action Item: Councilmember Kurt Hilt introduced Ordinance 996, creating a Veterans Commission. Councilmember Hilt said the commission will work to provide support and opportunities to veterans and their families in the Lake Stevens community.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Tageant, to approve Ordinance 996.

Council President Hilt then welcomed Ben Studley of Wounded Warriors and Congresswoman Suzan DelBene's office, Alfie Lourdes of the Washington State Department of Veterans Affairs, Senator Steve Hobbs, Representative John Lovick and Representative Mark Harmsworth, and invited their comments.

Mr. Studley works in the office of Congresswoman Suzan DelBene as her veteran's advisor. He works with the Veterans Administration daily to improve what is being done for veterans. He formerly lived in Lake Stevens and raised his family here; he has a vested interest in the community. Mr. Studley said it is important to take care of veterans when they make the transition from military to civilian life. Veterans continue to serve and it is important for communities to create an environment that allows for this service.

Lourdes "Alfie" Alvarado-Ramos, Washington State Department of Veteran Affairs, said that the character of a city is defined by the way it treats its veterans, and this ordinance speaks volumes about the city's commitment to veterans and to its veteran allies. Ms. Alvarado Ramos congratulated the city on moving forward with this ordinance to create a welcoming environment for veterans. She further commented that this type of organization also helps bring services to veterans in the community and that the Department of Veteran Affairs is committed to working with the city to leverage resources to ensure that veterans and their families receive services to assist them.

Senator Steve Hobbs said he became involved in politics because he wanted to contribute to the community. He is proud of the projects that have been brought to Lake Stevens. Senator Hobbs said that the Transportation package that was passed on April 21, 2017 included \$69.5 million for improvements to the SR 9/SR 204 intersection. The Transportation budget also includes funding in the amount of \$466,000 for improvements for 91st Avenue and 4th Street NE, including sidewalks, curbs, ramping and signage, as part of the Safe Routes to School grant funding program. Also, there is \$420,000 in funding for improvements to the intersection of SR 9 and 4th Street. Senator Hobbs also said there are funds set aside for a study to determine how to pay for improvements to the U.S. Trestle, and then reviewed some of the various funding options that might be considered. He also said there is funding for a connector at 84th Street for the Centennial Trail. Senator Hobbs thanked everyone for their support.

Representative Lovick thanked everyone for their support of veterans.

Representative Harmsworth commented briefly on the budget and then thanked veterans for their service and the Council for their support of veterans.

County Councilman Sam Low thanked the Council for passing this ordinance. He then recognized and thanked Councilmembers Holder, Tageant, Welch and Daughtry, as well as all veterans in the audience, for their service to the country. Councilmember Low said this is a proud moment for the City of Lake Stevens.

Councilmember Daughtry requested that all veterans stand and be recognized.

Council President Hilt thanked Director Alvarado Ramos for the commitment from the Department of Veterans Affairs to join forces with the city to provide services to veterans. He shared the following inscription on the Franklin D. Roosevelt Memorial Wall in Washington, DC: "I propose to create a civilian conservation corps to be used in simple work. More important, however than the material gains will be the moral and spiritual value of such work."

Mayor Spencer commented the goal is to make this a community where veterans thrive.

VOTE: On vote the motion to approve Ordinance 996, creating a Veterans Commission, carried unanimously (7-0-0-0).

Mayor Spencer signed Ordinance 996 and then announced a brief recess beginning at 7:28 p.m. The meeting reconvened at 7:38 p.m.

Citizen Comments:

Julie Baldwin, 1808 – 131st Drive NE, Lake Stevens, commented on her next-door neighbors' potentially dangerous dogs and expressed concern that the dogs are a safety concern for herself and her neighborhood. She requested the animal laws be made more stringent and provide more teeth to police officers in protecting the community from potentially dangerous dogs.

Michael Fear, 820 – 99th Avenue SE, Lake Stevens, said that the Westlake Crossing development continues to be troublesome to neighbors. He specifically commented on water pumps that work and emit loud noises occasionally at night.. Mr Fear commented electric pumps could solve this problem, and this developer needs to follow the laws.

Dick Todd, 825 – 9th Avenue SE, Lake Stevens, said he is aware the City is conducting an onsite meeting with the developer and at least three regulatory agencies including Department of Ecology, Department of Fish & Wildlife, and the US Army Corps of Engineers at Westlake Crossing on April 27. Mr. Todd requested that the Mayor share what he knows about the meeting and asked if it will address Stitch Creek.

Mayor Spencer responded that staff requested this meeting and that the Army Corps of Engineers is not able to attend [subsequently, they were able to attend]. The purpose of the meeting with the developer is to review the regulatory requirements and to establish a basis for moving forward so that all actions are coordinated with respect to enforcing the regulatory requirements on this development.

Sally Jo Sebring, 1023 – 99th Avenue SE, Lake Stevens, said she is disappointed with the Administrative Decision that was issued this afternoon.

Tina Brooks, 1528 South Lake Stevens Road, Lake Stevens, said her home is located on the downhill side of developments and that water from the properties being developed all flow into the watershed. Ms. Brooks asserts a new stream has formed from the Eagle Glen project. She provided pictures of this channel and said that there is erosion of what was formerly a game trail, as well as erosion to the ground where sizable trees are located. She believes, once houses are constructed and being lived in the runoff will also contain runoff from driveways and streets and other hazardous wastes that will negatively affect her property. A second set of photos shows an erosion fence that is filled and water is flowing over the top of it. Ms. Brooks is also concerned about light and noise pollution.

Teresa Park, 11410 – 19th Street NE, Lake Stevens, wants to learn more about the development going in on 19th Street near her home. Ms. Park was referred to Community Development Director Wright.

Scott Gable, 11408 – 17th Place NE, Lake Stevens, expressed concerns about water issues at his home and he is trying to work with the City to resolve those. Mr. Gable suggested if there is a water management plan in place for the proposed properties maybe he and his neighbors could tie into it to resolve the problem.

Council Business: Deferred.

Mayor's Business: Deferred.

City Department Report: Deferred.

Consent Agenda:

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Hilt, to approve (A) 2017 Vouchers [Payroll Direct Deposits of \$181,988.35, Payroll Checks Nos. 42349-42351 totaling \$6,705.25, Tax Deposits of \$76,726.18, Electronic Funds Transfers (ACH) of \$4,772.46, Claims Check Nos. 42348, 42352-42466 totaling \$242,794.74, Void Check Nos. 41071 and 42218 totaling \$307.48, Total Vouchers Approved: \$512,679.50]; (B) City Council Regular Meeting Minutes of April 11, 2017, (C) Contract with Feldman & Lee re Social Worker Services, (D) Revised Amendment No. 1 to ISOOutsource Professional Services Agreement, (E) Removed. On vote the motion carried (7-0-0-0).

Public Hearing:

Approve Ordinance 995 re Nourse Right-of-Way Vacation: Mayor Spencer opened the public hearing and said the intent is to continue the hearing, and there will be a second time to comment during that meeting.

Director Wright provided a history and background of the property and proposed development. The property was annexed into the City in 2006 under Ordinance 719. The land use designation and zoning for the property was established at the time of annexation. The land was zoned for multi-family development to allow for higher density development. The Hearing Examiner approved a conditional use permit for the property, setting the parameters for development, which was a maximum of 288 condominium units. In this case condominium is an ownership function and is not related to multi-tenant buildings that are attached structures. The proposed development would include single-family detached homes. The Hearing Examiner

noted in his decision that future actions would be necessary including two right-of-way vacations. Following the Hearing Examiner's decision, the City Council acted to memorialize the decision through a development agreement that set the terms and phases for the development. That development agreement ran for a period of five years. Council by resolution amended that original development agreement by adding an additional five years and also added conditions on the development agreement requiring the applicant and owners to provide progress reports, completion of construction activities, building permits and the like.

Director Wright said that the City has issued a determination. The applicant has requested a code interpretation. Anyone can request a code interpretation to ask the City to look at irregularities in the code, ambiguous sections of code, and prior decisions. In this case, the applicant is asking for a decision on prior determination related to fulfillment of permit conditions and the effect on vesting rights. Staff, with assistance from the City Attorney, reviewed case law that would affect this project, as well as state statutes, local ordinances, and the progress of the applicant up to this point. The determination was that the applicant can continue and remain vested to the conditions of approval as they have shown significant progress towards completion through a combination of physical actions and financial investment. This includes the issuance of building permits by the City, they have been on site and started construction by installing temporary erosion control, installed construction access and are working with other partner agencies to obtain the necessary approvals. Additionally, financial securities have been delivered to the City for some of the requirements identified by the Hearing Examiner. The City has found that the applicant is compliant and continues to be compliant with the conditions set forth by the City Council and the Hearing Examiner under the development agreement.

The applicant voluntarily held two open houses for the community as requested by staff, because this project sat for several years and staff believes that it was important to not blindside the community with what is being brought forward. Staff identified four areas of concern from the community with this project: density, environmental concerns, concerns about process and the development type. Density concerns are related to schools, traffic and infrastructure. Environmental concerns related to the critical areas onsite including wetlands, streams, steep slopes and wildlife corridors, as well as questions about the original SEPA determination and how it fits into the process.

Director Wright said that based upon public comment and review of the documents to this point, the City has gone back to the owner and developer and invoked certain sections of the Development Agreement that allow the City to negotiate some different terms to the agreement. The Applicant/Owner has invoked other sections of the Development Agreement that allow them to go into dispute resolution. At this point the City is insisting that the following actions happen: the collection of current mitigation fees for schools, parks and traffic; an overall reduction in project density; increases in critical areas buffers; increases in parks sizes; and buffering and screening of adjacent neighborhoods. Additionally, the City has requested the developer construct significant off-site road and stormwater improvements to ensure the infrastructure meets the needs of the community and this project.

At this time, the property owners are working cooperatively with the City through the dispute resolution process. At the culmination of the dispute resolution process this project will be brought back to Council as the second amendment to the Development Agreement. Ultimately it will be City Council's decision to determine if this project continues under the revisions that were just reviewed. Depending on the Council's decision, either the project will terminate, or the

owners/applicants will be asked to do revisions to their plans that are under review by the City, including the binding site plan and the construction plans.

Director Wright invited questions from the Council. Responding to Councilmember Tageant's question regarding improvements to Callow Road, Director Wright said that is under negotiation, but the City has requested significant improvements including sidewalks and stormwater, not only on the frontage of Callow, but that the improvements be extended further down the road toward Lundeen.

Turning to the request for right-of-way vacation, Director Wright said the request is to vacate approximately 450 feet of un-opened right-of-way of 107th Avenue NE. Right-of-Way vacations are a Type V legislative action by Council and as such they require public notice and a public hearing. They are not required to go to the Planning Commission or any other body. It is the Council's decision to determine what they want to do with City properties.

Director Wright reviewed the procedural history of this request and said that public notice was provided for the application on March 24, and notice of this hearing was provided on April 14. Public notice is provided in the form of postcards to property owners within a 300-foot radius of the property, as well as being published in the classified legal notices of the Everett Herald. Sign boards are posted at the site and notification is provided on the City's bulletin board.

Director Wright next reviewed the decision criteria including determining property value either by appraisal or assessment. In this case, the applicant used the assessment valuation and determined the property value of \$3,101 by reviewing the square foot values of adjacent properties. This value was assigned to the net usable area of the property. The remainder of the property is totally encumbered in critical areas, steep slopes, wetland and streams, which would be left intact. Staff has suggested that rather than pay the City for this right-of-way that the fees be applied to additional off-site improvements to improve neighborhoods and circulation patterns, and the applicant has agreed to this request.

The legal survey of the right-of-way was prepared by a professional land surveyor and has been reviewed by the City's engineering consultant for consistency. Minor discrepancies have been corrected.

Director Wright said that Council also needs to consider what the public benefit is of the right-of-way vacation. In this case, the property would never be developed for road purposes, but by not building a road through sensitive areas, critical areas and associated buffers remain intact. The roadway is not needed for future road connectivity and does not disrupt traffic patterns in the area, nor does it affect public or private needs.

Based on the foregoing, when Council is ready to take action it is Staff's recommendation that this ordinance be approved.

Mayor Spencer invited public comment and said that testimony should be focused on the right-of-way vacation.

Andrea Wright, 10815 – 29th Street NE, Lake Stevens, commented this is an eleven-year old development contract and the administrative code interpretation was received at 5:36 p.m., which she considers stalling. She is concerned about increased traffic and said this is the main thoroughfare for high schoolers in the morning. She performed her own traffic counts and

shared pictures with Council. Ms. Wright said that the area is bottlenecked between 7:20 a.m. and 7:30 a.m. She encouraged that the extension be looked at closely and that the City consider how to help out the existing neighborhood traffic-wise. She also encouraged that the City adopt Ordinance 984 regarding Critical Areas.

CG O'Malley, 3425 111th Drive NE, Lake Stevens, wants to respond to the email and Agreement Interpretation that was sent out prior to this meeting. Mr. O'Malley requested City Council wait for more facts before voting on the right-of-way vacation. Mr. O'Malley believes the statement that the agreement is still in force is an error, and that paragraph 4 of the agreement provides that it will automatically terminate. Mr. O'Malley also asked for specificity as to the obligations of the developer. He concluded by saying he is counting on the Mayor to negotiate a better deal.

Kendra McIntosh, 10819 – 29th Street NE, Lake Stevens, agreed with Mr. O'Malley's comments and wondered about the timeframe on dispute resolution. Mayor Spencer responded that the City will negotiate until it is satisfied that the conditions satisfy community values and city codes.

Sally Jo Sebring, 1023 – 99th Avenue SE, Lake Stevens, read from an email she sent to Director Wright and said she is concerned that citizen comments were not included in the staff report regarding the right-of-way vacation.

Jennie Brown, 2802 – 107th Avenue, Lake Stevens, is concerned that the traffic calming devices on 28th Street are not effective, and that the traffic study was performed between 4:00 p.m. and 6:00 p.m. and does not consider school traffic. She also expressed concern that this development will completely change her neighborhood.

James Brown, 2802 – 107th Avenue NE, Lake Stevens, asked about a reduction in the number of homes being built. Mayor Spencer said that number is not known, but the City is seeking a reduction.

Sabrina O'Malley, 3425 – 111th Drive, Lake Stevens, is concerned about the impact to student population that this development poses. Mayor Spencer responded that the City Council cannot answer that question, but that the City will work with the school district on what their plans are.

Becky Denny, 10807 – 28th Street NE, Lake Stevens, said she agrees with the previous comments. She is also concerned that this development will further overcrowd the schools and this needs to be addressed. She encouraged the Council to consider the impact on schools that this development may pose.

Debra Van Heuser, 14631 – 79th Street NE, Lake Stevens, lives closer to Granite Falls, but she owns two acres near this project. She wonders why the access to this development cannot be accessed off SR 92. The backroads are not the place to add traffic.

Aaron Wright, 10815 – 29th Street NE, Lake Stevens, expressed concern about increased vehicle counts on roads that are already failing and do not have sidewalks. He is concerned about safety and also that this is taxing on the City and its resources.

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

City Attorney Weed reviewed the options for proceeding including continuing the hearing to a date certain, or continuing the hearing to a date uncertain which will require additional advertising. Attorney Weed also reminded Council that the only issue before Council this evening is the future possible adoption of Ordinance 995, vacating right-of-way, and said that the decision criteria for vacating right-of-way is in the Lake Stevens Municipal Code and in the ordinance, and when it is time to consider adoption of the ordinance, the testimony that is heard must be considered in light of what the criteria are in the code.

City Attorney Weed further clarified that decisions regarding the development agreement will come back to Council for a public hearing where citizens can provide testimony about whether to approve any amendment to a development agreement. This would be a separate hearing, for a separate process for a different night. Referencing the Administrative Interpretation issued today, there is a separate appeal process for that interpretation that does not come before Council.

Mayor Spencer said his recommendation is that Council continue this hearing to a date uncertain and bring the right-of-way vacation forward with any proposed amendment to the development agreement at the same time so that it is not "piecemealed", but if Council chooses to go forward with the second hearing on Ordinance 995 his request is that it be continued to June as he will not be attending the second meeting in May.

MOTION: Councilmember Tageant moved, Councilmember Hilt seconded, to continue the public hearing on Ordinance 995 providing for a right-of-way vacation of approximately 13,661 square feet of land along approximately 450 feet in length along 107th Avenue NE off Oak Road to a date uncertain.

City Attorney Weed responded to Councilmember Petershagen's question, saying that the City has met the time requirement to hold a public hearing on the right-of-way vacation by holding a hearing this evening, and there is nothing procedurally incorrect in deferring action on the ordinance and coupling it with an amendment to the development agreement.

VOTE: On vote the motion carried (7-0-0-0).

Action Items:

Approve Contract with Pacific Mobile for Modular Site Work and Installation: Director Durpos presented the staff report and said the requested action of Council this evening is to authorize a change order to the original contract with KCDA, which will allow for the completion of the necessary site work and installation of the new modular temporary City Hall building by Pacific Mobile Structures. Director Durpos then responded to Councilmembers' questions.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to authorize the Mayor to execute a change order to the original KCDA Temporary City Hall contract agreement to perform the site work in the amount of \$417,290.94 and approve a construction contingency of \$80,000 for a total project budget of \$497,290.24. On vote the motion carried (7-0-0-0).

Discussion Items:

First Quarter Financial Update: Finance Director Barb Stevens provided the first quarter financial update and responded to Councilmembers' questions.

Executive Session: None.

Study Session: None.

Mayor Spencer commended the Public Works crews for their hard work.

Councilmember McDaniel commended Jim Haugen for his help with Earth Day.

Councilmember Welch said he may be late to the May 9 and 23 meetings and that he will be absent for the June 13, 2017 meeting.

Councilmember Hilt said he will not be able to attend the May 9, 2017 meeting.

Councilmember McDaniel reminded of the SR 9/SR 204 open house hosted by Washington State Department of Transportation on May 11.

Adjourn:

Moved by Councilmember Hilt, seconded by Councilmember Welch, to adjourn the meeting at 8:56 p.m. On vote the motion carried (7-0-0-0).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk



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

Tuesday, May 9, 2017

Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:02 p.m. by Mayor John Spencer

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Gary Petershagen, Todd Welch 9 (7:07 p.m.), Rauchel McDaniel, Kathy Holder

ELECTED OFFICIALS ABSENT: Councilmember Kurt Hilt and Marcus Tageant

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, Economic Development Coordinator Jeanie Ashe, Deputy City Clerk Kathy Pugh, City Attorney Grant Weed, Public Works Staff Amanda Wells, Justin Evans, Trevor Mann, Rex Ubert, Mark Hammrich, Brandt Gerow, Philip Stevens and Cliff Johnston

OTHERS: Fire Chief Kevin O'Brien, Janet Pritchard, Chris Palmer and Bob Bennett from Republic Services

Pledge of Allegiance: Mayor Spencer introduced Madison Porter, a third grader at Mt. Pilchuck Elementary, who led the Pledge of Allegiance.

Roll Call: Moved by Councilmember Daughtry, seconded by Councilmember Petershagen, to excuse Councilmembers Hilt and Tageant from the meeting. On vote the motion carried (4-0-0-3).

Approval of Agenda: Moved by Councilmember Daughtry, seconded by Councilmember Holder, to approve the agenda as presented. On vote the motion carried (4-0-0-3).

Citizen Comments:

Kristen Fettters-Walp, 2609 –121st Drive NE, Lake Stevens, introduced herself and said she is speaking on behalf of the Snohomish County Neighborhood Action Coalition (SnoNAC). Their organization supports equal protection under the laws to all residents, including immigrants, and believes this helps to promote public safety and community wellbeing. Ms. Fettters-Walp said that SnoNAC members met with Police Chief Dyer, and that they would like to work with the City Council to develop or modify policies to clearly state that Lake Stevens welcomes and respects the rights of all people, including immigrants. Ms. Fettters-Walp also distributed a written copy of her statement.

Steven Apodaca, 8327 9th Place NE, Lake Stevens, introduced himself and said he is the chairperson of Arts Commission. Mr. Apodaca said that the Arts Commission is working hard to bring a bigger and more community-oriented Music on the Lake program to the City this year. He views it as a pilot program. This year Music on the Lake will be held on Sunday afternoons

on July 9 and 23, from 1:00 – 4:00 p.m., and each event will have two bands. The Arts Commission is planning for a food vendor and a beer/wine vendor with the goal being to make this event both adult and family friendly. The July 9th event will have a French Quarter theme and related activities. A proposed budget will be presented once the costs are better known. The Arts Commission is also planning for Movies in the Park and Shakespeare for this summer. The long term plan is to develop year-around programs that can be presented in the new community center.

New Employee Introduction: Director Durpros introduced new Senior Engineer Cory Nau who comes from WSDOT with a little over ten years of experience.

Guest Business: Janet Pritchard from Republic Services, introduced Chris Palmer and Bob Bennett, also from Republic Services. Ms. Pritchard said that Public Works Appreciation Week, celebrates public works employees who are the unsung heroes who keep the City moving. Republic Services wants to recognize the public works crews and thank them for their hard work and dedication.

Mayor Spencer read Resolution 2017-09 for the record, declaring the week of May 21-27, 2017 National Public Works Week in Lake Stevens and asked Council to approve the resolution.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember McDaniel, to approve Resolution 2017-09 declaring the week of May 21-27, 2017 National Public Works Week in Lake Stevens. On vote the motion carried (5-0-0-2).

Mayor Spencer announced a brief recess beginning at 7:19 p.m. to recognize the Public Works crews. The regular meeting reconvened at 7:29 p.m.

Council Business:

- Kim Daughtry: No report.
- Gary Petershagen: Lake Stevens Fire retirement ceremony for Chief Huston.
- Todd Welch: Signs are now posted at the piers at both Lundeen and North Cove Park, and near the boat ramp, about the type of fish in the lake, and when and how to catch them. These signs were installed as an Eagle Scout project by Troop 41.
- Rauchel McDaniel: Snohomish County Health District awarded one of six food excellence awards to North Lake Production Kitchen who provides all of the food for the Lake Stevens School District elementary schools and North Lake Middle School; reminded of the SR 9/ SR 204 Open House on May 11, hosted by WSDOT.
- Kathy Holder: Parks Subcommittee and Parks Board, which was the open house for the North Cove Park Master Plan.

Mayor's Business: No report.

City Department Report:

- Director Durpos: The modular sections for the new city hall are scheduled for delivery tomorrow. The North Cove Park access will be closed while the units are moved in. Also, Director Durpos provided a brief update on repair of the storm water system following the

Lake Stevens City Council Regular Meeting Minutes

storm that was about two weeks ago. Issues and concerns are being tracked and staff is addressing them as quickly as possible.

- Director Wright said the North Cove Park Master Plan Kick-Off was well received and information will be provided to Council. A second meeting will be scheduled and staff will be checking with Council for direction. Also, there was a kick-off meeting with the city's consultant, Makers, Staff and Councilmembers, for the Chapel Hill site. A needs assessment will be developed for city functions and the Police Department. Phase 2 of the project will be the master site planning for city buildings and the library. Staff is finishing up the furniture order for the new City Hall.
- Finance Director Stevens said she will be attending a Government and Financial Officers Association Conference from May 22-24. There is a lot of activity going on in the Human Resources Department including interviewing and hiring.
- Chief Dyer said that Jeff Beazizo has been hired as the second commander. Chief Dyer commented on the meeting with Makers today, and also that the Public Safety subcommittee is looking at other police department buildings. Chief Dyer updated that he has met with SnoNAC, the group that spoke earlier, and also that the bicycle ordinance is being worked on and will be brought forward shortly.

At Mayor Spencer's request, Chief Dyer provided a brief overview on immigration laws and how they are applied by Lake Stevens Police Department to immigrants in Lake Stevens. After meeting with SnoNAC he reviewed the city's policy and also looked at Everett's policy and made some changes and updates, with the concept being that public safety is for everyone in Lake Stevens. As a routine matter of course the Lake Stevens Police Department does not look into immigration issues. Because Lake Stevens does not have a jail, Chief Dyer does not believe that the concerns regarding sanctuary cities apply to the city. Lake Stevens has little to no contact with Immigration Services.

- City Administrator Brazel reported that this week city staff met with Representatives Lovick and Harmsworth to thank them for their work in bringing funding to Lake Stevens. Tomorrow he and Mayor Spencer will be meeting with Senator Hobbs to thank him for the funding that was brought into the City. Administrator Brazel then updated on the interviews for the Engineering Technician position that has to do with surface water and stormwater, and also said that the hiring process for the Human Resources Director position is moving forward with thirty-five applications received.

Consent Agenda:

MOTION: Moved by Councilmember Welch, seconded by Councilmember Holder, to approve (A) 2017 Vouchers [Payroll Direct Deposits of \$168,673.81, Payroll Check Nos. 42467-42471 totaling \$6,876.58, Tax Deposits in the amount of \$69,519.16, Electronic Funds Transfers (ACH) in the amount of \$245,532.27, Claims Check Nos. 42472-42548 totaling \$232,997.56, Total Vouchers Approved: \$723,599.38]; (B) City Council Workshop Meeting Minutes of April 25, 2017, (C) City Council Special Meeting Minutes of May 2, 2017, (D) Music on the Lake / Shakespeare in the Park Contracts. On vote the motion carried (5-0-0-2).

Public Hearing:

Approve Resolution 2017-08 Amending Six-Year Transportation Improvement Plan:

Mayor Spencer opened the public hearing.

Public Works Director Eric Durpos presented the staff report and said that the City applied for grant funding under the 2016 Innovative Safety Program Transportation Federal Highway Safety Improvement Program for construction of a roundabout at 91st Avenue SE and Market Place. This project was included in the city's twenty year plan. The City recently received notice that this project was selected for Federal funding. One of the requirements to receive funding is that the project be included in the adopted Six Year Transportation Improvement Plan (TIP). Adoption of Resolution of 2017-08 will add this project to the Six-Year TIP.

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

MOTION: Councilmember Welch moved, Councilmember McDaniel seconded, to approve Resolution 2017-08 Amending the Six Year Transportation Improvement Plan. On vote the motion carried (5-0-0-2).

Action Items:

Approve Nomination of Ann Hilton-Adams to Library Board and Kathy Kruse to Arts

Commission: Mayor Spencer said that Ms. Hilton-Adams was recently interviewed to fill a vacancy on the Library Board and Ms. Kruse was interviewed to fill a vacancy on the Arts Commission. Both candidates were interviewed by a panel including the Mayor, the Council liaison and the board chairperson. Both candidates were selected by consensus of their respective interview panels, and both candidates have successfully completed the Washington State Patrol background check. It is Mayor Spencer's recommendation that Council confirm the nominations of Ms. Hilton-Adams to the Library Board to fill a vacancy with a term that expires December 31, 2020, and Ms. Kruse to the Arts Commission to fill a vacancy with a term expiring December 31, 2018.

MOTION: Moved by Councilmember McDaniel, seconded by Councilmember Welch, to confirm the nominations of Ann Hilton-Adams to the Library Board to fill a vacancy with a term that expires December 31, 2020, and Kathy Kruse to the Arts Commission to fill a vacancy with a term expiring December 31, 2018. On vote the motion carried (5-0-0-2).

Mayor Spencer then administered the Oath of Office to Kathy Kruse. Ms. Hilton-Adams was not in attendance and will be invited to the next Council meeting to receive the oath of office.

Approve Ordinance 99 Amending LSMC Chapter 9.12.010 – Statute Adopted: Police Chief Dyer presented the staff report and said that approval of this ordinance will add RCW 9A.44.130 to the list of state statutes adopted in LSMC 9.12.010. This state statute provides for penalties for failure to register as a sex offender, and the city's prosecutors have requested this amendment. This will allow city prosecutors to prosecute for this offense rather than referring them to the Snohomish County Prosecutor.

MOTION: Moved by Councilmember Holder, seconded by Councilmember Petershagen, to approve Ordinance 994 amending the Lake Stevens Municipal Code Section 9.12.010 "Statutes

Adopted" to adopt by reference the Revised Code of Washington Section 9A.44.132 "Failure to Register as a Sex Offender or Kidnapping Offender-Refusal to Provide DNA, providing for severability, the authority to make necessary corrections, and an effective date. On vote the motion carried (5-0-0-2).

Executive Session: None.

Study Session: None.

Adjourn:

Moved by Councilmember Daughtry, seconded by Councilmember Welch to adjourn the meeting at 7:51 p.m. On vote the motion carried (5-0-0-2).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 23 May 2017

Subject: Renewal of Snohomish County Interlocal Agreement for Traffic Control Devices

Contact Person/Department:	Amanda Wells, Public Works	Budget Impact:	Est. <u>\$32,635.00</u>
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to execute an ILA with Snohomish County allowing the County to perform traffic signal, flashing crosswalk, beacon and street light maintenances within the boundaries of the City.

SUMMARY/BACKGROUND:

The County has continued to provide the City with traffic signal maintenance support services since the expiration of an interlocal agreement in December 2015. If the City wishes to continue to use County support services, this ILA needs to be executed. The services that can be provided under this ILA are described in Appendix A of the ILA (Exhibit A).

When services are requested by the City it is done through a Road Maintenance Aid Agreement Work Order. In most cases, the City requests a cost estimate prior to authorizing work to proceed. There are some exceptions, such as in emergency cases this may not be practical due to safety issues where prompt action is warranted. Per the ILA, cost limits on each service requested by the City are not to exceed \$10,000 for a single project. A project is any requested service as described in the ILA Appendix A section.

The County has been very responsive and typically provides economical and prompt services. Work has been satisfactory with no known issues over the past several years. In all cases, service is only provided following a request and authorization to proceed from the City. If the City were not to have this ILA, it would require that the City develop either on-call contracts with private service providers or to call for bids with each new service need/task. These options on smaller projects have a high administrative cost for document preparation, contract review and management, and task oversight.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: Estimated \$32,635.00

ATTACHMENTS:

- Exhibit A: Proposed ILA

EXHIBIT A

**INTERLOCAL AGREEMENT BETWEEN
SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS
FOR TRAFFIC SIGNAL, FLASHING CROSSWALK, BEACON AND
STREET LIGHT MAINTENANCE**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the "Agreement", is made and entered into by and between Snohomish County, a political subdivision of the State of Washington, hereinafter referred to as "County" and the City of Lake Stevens, a municipal corporation of the State of Washington, hereinafter referred to as "City" and collectively as the "Parties", for the purpose of providing traffic signal, flashing crosswalk, beacon and street light maintenance services.

RECITALS

- A. The County, through the Snohomish County Department of Public Works, provides traffic signal and street light maintenance services within unincorporated portions of Snohomish County and also possesses the ability to provide those services into the geographical area of the City; and
- B. The County and City previously had a Signal Maintenance Interlocal Agreement that was approved on January 15, 2009, and which expired on January 15, 2015; and
- C. Both Parties would like to enter into a new Agreement whereby the County will perform traffic signal, flashing crosswalk, beacon and street light maintenance services within the boundaries of the City; and
- D. The County is agreeable to rendering such services on the terms and conditions contained in the following Agreement; and
- E. The services provided under this Agreement are an extension of the City's authority to perform public work in accordance with RCW 35.23.352 and RCW 35.77.020 through .040; and
- F. This Agreement is entered into under the Interlocal Cooperation Act, Chapter 39.34 RCW, RCW 36.75.207 and RCW 35.77.020-.040.

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Purpose of Agreement.

The purpose and intent of this Agreement is for the County and the City to work together efficiently and effectively to maintain, design and construct traffic control devices and street lights on City streets.

2. Administrators.

Each party to this Agreement shall designate an individual (the “Administrator”), who may be designated by title or position, to oversee and administer such party’s participation in this Agreement. Either party may change its Administrator at any time by delivering written notice of such party’s new Administrator to the other party. The Parties’ initial Administrators shall be the following individuals:

<u>County</u>	<u>City</u>
County Traffic Engineer Snohomish County 3000 Rockefeller Ave., M/S 607 Everett, Washington 98201	City Engineer City of Lake Stevens 1812 Main Street P.O. Box 257 Lake Stevens, Washington 98258

3. Scope of Services.

- A. For the purposes of this Agreement, “Traffic Control Devices” are all existing and future electrically powered traffic signals, pedestrian crossing beacons, and school zone flashing beacons that are located within the City’s municipal boundaries and for which the City is responsible for maintaining at the locations identified in Exhibit B of this Agreement, attached hereto and incorporated herein by this reference, together with all future Traffic Control Devices as requested by the City.
- B. For the purposes of this Agreement, “Street Lights” refers to those street lights, trail lights, and pedestrian lights for which the City is responsible for maintaining.
- C. For the purpose of this Agreement, “Traffic Control Device Maintenance Services,” “Street Light Maintenance Services,” “Engineering Services,” “Construction Services,” and other services as agreed upon by the Parties from time to time hereinafter referred to collectively as the “Services,” shall be as described and defined in Exhibit A, attached and incorporated by reference into this Agreement, to the extent such Services are not subject to mandatory competitive bidding, as determined by either the County or the City in accordance with applicable state statutes.
- D. For the purpose of this Agreement, “General Materials” shall be limited to those materials that are not required to be purchased through competitive bidding, as determined by the County in accordance with applicable law, are used in conjunction with Traffic Control Device Maintenance Services and Street Light Maintenance Services, and where the County has included the cost of those materials in the yearly budget in the year in which the materials are purchased.

- E. For the purpose of this Agreement, "Other Materials" shall be limited to those materials that are not General Materials, are required in conjunction with work being completed on a Work Order pursuant to Section 5 of the Agreement and are not required to be purchased through competitive bidding, as determined by the County in accordance with applicable law; PROVIDED, that the City, by May 31st of each year, shall provide the County a preliminary list and cost estimate of all the Other Materials that the City wants the County to purchase the following calendar year. The City, by September 1st of each year, shall provide the County a final list and cost estimate of all the Other Materials. The County reserves the right to accept or reject the purchase of Other Materials requested by the City.
- F. The County agrees to perform Services for the City, and when approved by the County, services for Construction and Engineering or other work not specifically set out in Exhibit A and as requested by Work Order, subject to the availability of sufficient personnel, equipment and materials to perform the requested Services without disrupting the normal operation and functions of the County.
- G. The Administrators identified in Section 2 above are authorized to act on behalf of the County and City respectively, and shall develop working procedures associated with the Services.
- H. Nothing herein contained shall be construed as in any way divesting the City of any of its powers with respect to the supervision, management, and control of streets within its boundaries.
- I. By entering into this Agreement, the Parties intend for the County to provide Services to the City and the City to pay the County for such Services as required under the terms of this Agreement. The County shall not assume, nor does the City expect the County to gain, any greater responsibility and/or liability than it would normally have imposed upon it by law for the performance of Services generally for the citizens of unincorporated Snohomish County.
- J. The County shall act as an independent contractor under this Agreement. Control, supervision, direction and discipline of County personnel, who shall be employees and agents of the County and not the City, shall be the responsibility of the County. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to inspect, accept, or reject the completed work.

4. Performance of Services.

- A. For the purpose of performing Services under this Agreement, the County shall furnish and supply all necessary labor, supervision, machinery, equipment, materials, and supplies, when requested, except to the extent machinery, equipment, and/or materials are supplied by the City as agreed to by the County in writing. In addition, the County may perform material sampling and equipment testing. Both Parties agree that they and their officers and agents shall cooperate in the performance of the Services and that the County shall have full authority, possession and necessary control of the work and work area, and with the full assistance from the police of the City to assist in traffic control for safety purposes when requested by the County at least 48 hours prior to the start of any work for non-emergency Services and as needed for emergency Services.
- B. For the purpose of facilitating the performance of the Services under this Agreement, it is hereby agreed that the City, upon reasonable request in writing by the County or its duly authorized representative, and at no cost to the County, shall temporarily close any streets, or portions thereof, that the County, in its sole discretion, finds necessary to be closed, before any work is commenced thereon. The City will be responsible for furnishing the materials and labor needed to temporarily close any street or streets while Services are being performed unless the otherwise agreed by the County.
- C. The Services provided by the County under this Agreement shall be pursued with care and diligence to City standards. The County will make efforts to accommodate pertinent schedules of the City. The County shall notify the City in writing of any hardship or other inability to perform under this Agreement, including delaying the performance of Services under this Agreement when the normal workload of County personnel so requires.
- D. The County shall serve as the lead agency for the Services.

5. Work Order Requests.

No work order request is necessary for Traffic Control Device Maintenance Services or Street Light Maintenance Services set out in Exhibit A, which services will be performed on a regularly scheduled or emergency basis. Requests for Construction Services, Engineering Services and other work not specifically set out in Exhibit A as Maintenance Services shall be processed through Work Order Requests in accordance with the following:

- A. If the City desires the County perform Services other than Maintenance Services specifically listed in Exhibit A, then the City shall direct a Work Order Request to the County's Administrator. These Work Order Requests shall adequately describe the scope of the work to be performed and indicate a desired completion date. The County may require the City to prepare a road plan and profile or sketches to adequately describe the scope, intent and detail of the work.
- B. Upon receipt of a Work Order Request, the County shall review the Services requested therein. The County, in its sole discretion, may agree to accept or reject the Work Order Request. Should the County reject the Work Order Request, it shall provide written notice advising the City to that effect. Should the County accept the Work Order Request, it shall (1) advise the City of such, and (2) prepare an estimate of the time and costs to complete the work, which it will provide to the City. The estimate is non-binding and does not constitute a bid or contract maximum, and the City shall remain liable for the entire actual cost as described in Section 6 below.
- C. Upon receipt of the approval of the Work Order Request and estimate, the City may either issue a written Notice to Proceed which authorizes the County to perform the requested work or a written notice rejecting the County's estimate. The issuance of a Notice to Proceed shall constitute a representation by the City that the schedule of charges and basis of payment are acceptable and sufficient funds are appropriated to pay for the work. The issuance of a rejection by the City shall relieve the County of all obligations to perform any work identified in the Work Order Request. If no written Notice to Proceed is received by the County from the City within twenty-one (21) days from the date of the County's response approving the Work Order and estimate, then the County will treat the response and estimate as if they had been rejected.
- D. The City may make changes to the requested Services by submitting a new Work Order Request outlining in detail the desired changes to the Services. The County may, in its sole discretion, accept or reject the new Work Order Request, PROVIDED HOWEVER that the County's acceptance is not required where the City is terminating work pursuant to Section 14 below. The City shall be liable for all increases in cost, if any, which may be incurred by changes to the Services, including but not limited to clean-up and any non-cancelable costs.
- E. After issuance of a Notice to Proceed, the County shall provide the City with written notification of any changes to the Work Order Request required by the County when such changes will substantially alter the nature of the Services or the estimate. The County shall obtain the City's written approval to any such changes before implementing them.

6. Basis of Payment.

- A. Unless otherwise provided in this Agreement, the City shall pay to the County Treasurer, for Services within the scope of this Agreement, the entire cost to the County of performing such Services, including: salaries, wages, and benefits of all employees engaged therein; costs of clerical work and travel expenses incurred in the performance of the Services, including mileage of employees; prorated departmental overhead; office supplies; materials; all other costs and incidental expenses; and depreciation on machinery and equipment. The County agrees that only those costs directly allocable to the Services under generally accepted accounting procedures will be charged to the City. In computing the cost of the use of machinery and equipment, the full cost to the County of rental machinery and equipment and any operator furnished therewith, and the County equipment rental rate on County-owned machinery and equipment shall be included.
- B. The County shall be reimbursed in full by the City for Services provided by the County in accordance with the schedule of estimated costs set forth in Exhibit C incorporated herein or as otherwise incurred in connection with approved work order requests. The estimated costs set forth in Exhibit C are as of the effective date of this Agreement. Estimated costs may be adjusted annually to reflect current labor, material, and equipment costs.
- C. The County shall invoice the City monthly, or on any other schedule that is mutually convenient and agreed to by the Parties. The County shall document all costs for labor, materials, and equipment with its billing to the City. The County agrees that only those costs directly allocable to Services under accepted accounting procedures will be charged.
- D. The County shall be reimbursed in full by the City for General Materials purchased by the County that are used in conjunction with Traffic Control Device Maintenance Services and Street Light Maintenance Services. The County shall also be reimbursed in full by the City for Other Materials purchased by the County that are used in conjunction with Work Orders approved by the City.
- E. For the purpose of determining the compensation to be paid by the City to the County for the Services rendered, it is hereby agreed that there shall be included in each billing, to cover administrative costs, an amount not to exceed the County administrative rate. This rate is currently set at 20% of the total labor cost incurred by the County in performing Services for the City during any given billing period under this Agreement. This rate may be adjusted administratively by the County annually to reflect changes in actual administrative costs, and such adjustment shall not be subject to the amendment process as indicated in Section 15 of this Agreement. The County shall notify the City of any change to the rate.

F. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the Parties. The County shall include in each invoice documentation of all costs for labor, materials and equipment included in the invoice. Unless the City delivers written notice to the County disputing the amount of a particular invoice, the City agrees to make payment on billings submitted by the County within thirty (30) days following receipt by the City of said billing.

7. **Records.**

The County shall maintain accurate time and accounting records related to performing Services under this Agreement in the same manner as prescribed for normal County road projects. Such records shall be available for inspection in the County Department of Public Works for a period of three (3) years following final payment of billings for such project. The City shall have the right to inspect, review and copy such records at all times with reasonable notice to the County.

8. **Facilities To Be Provided By The City.**

- A. The City certifies to the County that the City owns or controls the real property or rights-of-way upon which the Services shall be rendered and additional real property or right-of-ways are not needed to complete the Services. The City further grants to the County, for the purpose of performing Services pursuant to this Agreement, permission and right-of-entry on, over, under, above and through real property owned by the City and those City rights-of-way and WSDOT rights-of-way that the City is responsible for maintaining that are necessary or convenient for the County to access in performing the Services.
- B. At least thirty (30) days prior to the delivery of any requested Services, the City shall obtain and provide to the County copies of all permits necessary for the Services.
- C. All electrical power billings for the operation of the traffic control devices and street lighting systems will be paid by the City.

9. **Indemnification/Hold Harmless.**

- A. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or

damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- B. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- C. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- D. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- E. Should a court of competent jurisdiction determine this Agreement is subject to the provisions of RCW 4.24.115, then each party shall protect, defend, indemnify, and hold harmless the other, their officers, officials, employees, and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter "claims"), arising out of or in any way resulting from the

Indemnifying party's officers, employees, agents, and/or subcontractors of all tiers, acts or omissions, performance or failure to perform this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, now enacted or as hereinafter amended.

10. Insurance.

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party(s).

11. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

12. Default and Remedies.

- A. Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.
- B. Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 12.A. above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

13. Effective Date and Duration.

- A. Effective Date. This Agreement, and any amendment there to, shall take effect upon execution by the Parties and posting of the Agreement or amendment on the County's website pursuant to RCW 39.34.040.
- B. Duration. This Agreement shall remain in effect for an initial period of six years unless either amended as provided in Section 15 or terminated as provided in Section

14, PROVIDED, HOWEVER, that the County's obligations after December 31st of the year in which this Agreement is approved and becomes effective, are contingent upon local legislative appropriation of necessary funds to fund this Agreement in accordance with applicable laws and the Snohomish County Charter.

C. Renewal. This Agreement may be renewed administratively by the Agreement administrators for no more than two (2) additional terms of six (6) years each if, at or prior to each termination date, the Agreement administrators provide notice that each agree to such renewals.

14. Termination.

Termination of this Agreement by either party is subject to the following:

A. Either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days' written notice to the other party.

B. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated by either party's legislative authority after the Effective Date of this Agreement, this Agreement may be terminated by either party immediately upon notice to the other party.

C. Upon termination of this Agreement by either party as provided in this section:

- i. The County shall notify the City within 30 days of termination of all remaining costs for any equipment purchased by the County that is proprietary to the City's traffic control device or streetlight systems that has not been paid for by the City, as well as the costs of any and all non-cancelable obligations and/or purchases.
- ii. The City shall pay the County for all work performed up to the Effective Date of termination, the cost of any equipment purchased by the County that is proprietary to the City's traffic control device or streetlight systems that have not been paid for by the City, as well as the costs of any and all non-cancelable obligations and/or purchases. No payment shall be made by the City for any expense incurred or work done following the Effective Date of termination unless authorized in writing by the City.
- iii. The County shall return to the City within 90 days of termination all equipment that has been paid for by the City.

15. Amendments.

This Agreement may be amended at any time by written Agreement of the Parties if executed with the same formalities as this Agreement. PROVIDED, that the renewals of this Agreement are pursuant to section 13.C of this Agreement and the addition or deletion of traffic control devices and street lights may be made without amendment of this Agreement.

16. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

17. Dispute Resolution.

In the event differences between the Parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

18. Data Collection.

- A. The County and City agree to the mutual exchange of historical, current and future traffic data as it exists or becomes available through traffic programs and/or projects.
- B. For the convenience of the County, City, and the general public, the County may post some or all of the traffic data provided by the City on the County website along with the standard disclaimer.
- C. Any request for traffic data other than historical, scheduled collections or traffic control device related information (unless otherwise agreed upon) shall be processed through a Work Order, under Section 5 of this Agreement. The appropriate fees will be charged to the requestor requiring the special collection effort.

19. Choice of Law and Venue.

The laws of the state of Washington shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings to enforce this Agreement or any provision included in this Agreement shall be in the Superior Court of Snohomish County, Everett, Washington. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

20. Severability.

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

21. Written Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 2 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

22. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

23. Interpretation.

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

24. No Waiver.

A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

25. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

26. Warranty of Authority.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

27. No Joint Venture.

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

28. Ownership of Property.

Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

29. No Third Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

30. No Separate Entity Necessary.

The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

31. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement, effective on the date indicated below.

“County”
SNOHOMISH COUNTY

“City”
CITY OF LAKE STEVENS

By: _____
County Executive

By: _____
Mayor

DATE: _____

DATE: _____

Approved as to form only:

Approved as to form only:


Deputy Prosecuting Attorney

City Attorney

DATE: 5/5/17

DATE: _____

EXHIBIT A

TRAFFIC SIGNAL MAINTENANCE SERVICES

Traffic Signal Maintenance Services covered by this Agreement consist of the following Services for the traffic signals listed in Exhibit B of this Agreement:

Routine Maintenance - This is a monthly activity that includes inspection of the traffic signal cabinet/controller/program; a visual inspection of the display system; and a check of pedestrian push buttons, emergency pre-emption, and detection systems. Furthermore, appropriate records will be maintained in the controller cabinet and in the office file. Approximately one hour per month per signal will be spent on routine maintenance.

On-Call Emergency Response - This service provides 24 hour emergency response for traffic signal and street light malfunctions. For estimating purposes, it is assumed that each signal will have two emergencies per year. There is a minimum of three hours of labor per call-out. This does not include any additional materials, equipment charges, or labor costs associated with extraordinary circumstances such as weather-related problems, knock-downs, and acts of Nature that may result in significant equipment damage or destruction.

Materials - Miscellaneous supplies and materials for both routine and on-call maintenance. This does not include replacement of major components of a traffic signal.

FLASHING CROSSWALK AND BEACON MAINTENANCE SERVICES

Flashing Crosswalk and Beacon Maintenance Services covered by this Agreement consist of the following services for the Flashing Crosswalks and Beacons listed in Exhibit B of this agreement:

Routine Maintenance - This is a monthly activity that includes inspection of the flashing crosswalks and beacons signal cabinet/controller/program; a visual inspection of the display system; and a check of pedestrian push buttons, emergency pre-emption, and detection systems. Furthermore, appropriate records will be maintained in the controller cabinet and in the office file. Approximately one hour per month per signal will be spent on routine maintenance.

On-Call Emergency Response - This service provides 24 hour emergency response for flashing crosswalk and beacon malfunctions. For estimating purposes, it is assumed that each flashing crosswalk and beacon will have two emergencies per year. There is a minimum of three hours of labor per call-out. This does not include any additional materials, equipment charges, or labor costs associated with extraordinary circumstances such as weather-related problems, knock-downs, and acts of Nature that may result in significant equipment damage or destruction.

Materials - Miscellaneous supplies and materials for both routine and on-call maintenance. This does not include replacement of major components.

STREET LIGHT MAINTENANCE SERVICES

Street Light Maintenance Services covered by this Agreement consist of the following services for the street lights described in Exhibit B of this Agreement:

Routine Maintenance - Yearly re-lamping activity that includes the replacement of a percentage of the total number of lamps consistent with the manufacturer's estimated lamp service life. For estimating purposes, it is assumed that the County will replace 50 lamps each year.

Damage Repair - This service includes rewiring and other electrical work done to damaged street lighting. City forces will perform all other associated repair work.

Materials - The County will supply street lighting lamps and miscellaneous components not supplied by the City.

EXHIBIT B

CITY OF LAKE STEVENS TRAFFIC SIGNAL INVENTORY

No.	North/South Street	East/West Street
1.	79 th Ave SE	20 th St SE
2.	83 rd Ave SE	20 th St SE
3.	91 st Ave SE	20 th St SE
4.	99 th Ave SE	20 th St SE
5.	Cavalero Road	20 th St SE
6.	S Lake Stevens Road	20 th St SE
7.	91 st Ave NE	Market Place
8.	Davies Road	Chapel Hill Road
9.	Lundeen Parkway	10 th St NE
10.	Lundeen Parkway	15 th St NE

CITY OF LAKE STEVENS FLASHING CROSSWALK INVENTORY

No.	Located On	Intersection
The County is currently not maintaining any Flashing Crosswalk Beacons as of the effective date of this Agreement.		

CITY OF LAKE STEVENS SCHOOL ZONE FLASHING BEACON INVENTORY

No.	Location
1	2221 103 rd Ave SE
1	9513 4 th St SE
1	103 91 st Ave SE

CITY OF LAKE STEVENS STREET LIGHTING INVENTORY

Location	Number of Street Lights
Within the City Limits	APROX 55

EXHIBIT C

The estimated costs below include the 20% administration charge identified in Section 6.E. of this Agreement. The total estimated annual costs below do not include the cost of work performed by County personnel in response to work orders issued upon request by the City in accordance with Section 3 of this Agreement. Costs are estimated as of the effective date of this Agreement and are adjusted annually to reflect current labor and material charge and will be billed on an actual time and materials basis.

Table 1
Estimated Cost For Traffic Signal Maintenance Services

Item	Cost Per Intersection	No. of Locations	Total Cost
Routine Maintenance	12 hours @ \$85/hr = \$1,020	10	\$10,200
Annual Relamp	3 hours @ \$85/hr = \$127	1	\$255
On-Call Emergency Maintenance	3 hours @ \$125/hr = \$375	10	\$3,750
General Materials	\$500	10	<u>\$5,000</u>
Total Estimated Annual Traffic Signal Maintenance Service Costs			<u>\$19,205</u>

Table 2
Estimated Cost For Pedestrian Crossing Beacon Maintenance Services

Item	Cost Per Location	No. of Locations	Total Cost
Routine Maintenance	0 hours @ \$85/hr = \$	0	\$
Annual Relamp	0 hours @ \$85/hr = \$	0	\$
On-Call Emergency Maintenance	0 hours @ \$125/hr = \$	0	\$
General Materials	\$	<u>0</u>	<u>\$</u>
Total Estimated Annual Pedestrian Crossing Beacon Service Costs			<u>\$</u>

Table 3
Estimated School Zone Flashing Beacons Maintenance Services Cost

Item	Cost Per Location	No. of Locations	Total Cost
Routine Maintenance	8 hours @ \$85/hr = \$680	3	\$2,040
Annual Relamp	3 hours @ \$85/hr = \$255	3	\$765
On-Call Emergency Maintenance	6 hours @ \$125/hr = \$750	3	\$2,250
General Materials	\$100	3	\$300
Total Estimated Annual School Zone Flashing Beacon Service Costs			<u>\$5,355</u>

Table 4
Estimated Street Light Maintenance Services Cost

Item	Hourly Rate	Hours	Total Cost
Routine Maintenance	\$85	20	\$1,700
Damage Repair	\$125	15	\$1,875
General Materials (lamps and ballasts)			\$1,500
Reserve Contingency			<u>\$3,000</u>
Total Estimated Annual Street Light Maintenance Service Costs			<u>\$8,075</u>



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City of Lake
Stevens

Memo

To: **City Council**
From: **Mayor Spencer**
Date: **May 23, 2017**
RE: **Parks Board Appointment**

Currently Position No. 7 on the Parks Board is vacant. Susan Green was one of several candidates who was previously interviewed for a vacant Parks Board position. Following those interviews, Ms. Green was advised of the nomination process and successfully completed a Washington State Patrol background check. Attached is a copy of Ms. Green's application.

It is my recommendation that Ms. Green's nomination to the Parks Board be confirmed and that she be appointed to the vacant Position No. 7 with a term expiring December 31, 2017. Ms. Green will be able to request reappointment to the Parks Board for a full four-year term in the fall, prior to the expiration of this appointment.

APPLICATION FOR MEMBERSHIP:

(Fillable Form OR Print Form and Hand Print Responses – Attach Resume if Desired)

Park & Recreation Planning Board



NAME: Susan Green

DATE: 11/14/2016

ADDRESS: 816 E Lakeshore Drive

HOME PHONE: (425) 327-4174

CITY/ZIP: Lake Stevens, 98258

WORK PHONE: (360) 563-5467

EMAIL ADDRESS: sgreen@coastalbank.com

CELL PHONE: (425) 327-4174

Are you a City resident? Yes

If yes, how long? 23 years

Are you a registered voter? Yes

For Civil Service Commission ONLY: Political Affiliation:

(Required per LSCMC §2.68.020 C: At the time of appointment, not more than two civil service commissioners shall be adherents of the same party.)

NAME/ADDRESS OF EMPLOYER (and type of business): Coastal Community Bank, Everett WA

EDUCATIONAL BACKGROUND (including year graduated and degrees): B.A Business Administration -- WSU (1986);
MBA -- State University of New York (1988)

PROFESSIONAL EXPERIENCE: Various positions related to commercial banking & finance
Current position is SVP Business Banking & Sr. Relationship Team Leader

ORGANIZED AFFILIATIONS: Lake Stevens Education Foundation (Finance Chair); Everett Ski Club (President);
Snohomish County YMCA (Audit Committee)

WHY ARE YOU SEEKING APPOINTMENT? I have a vested interest in seeing our growing community
provide and preserve accessible outdoor recreational spaces for our citizens

WHAT QUALITIES DO YOU POSSESS THAT WOULD ENABLE YOU TO FULFILL THE POSITION?
Ability to listen, discern information, and thoughtfully build consensus

A handwritten signature in black ink, appearing to read "Susan Green".

Signature

Please return completed application to:

City of Lake Stevens
Attn: Deputy City Clerk
1812 Main Street, P.O. Box 257
Lake Stevens, WA 98258
OR: deputycityclerk@lakestevenswa.gov
425.334.1012



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: May 23, 2017

Subject: Movies in the Park 2017

Contact	Budget	\$1200.00 +
Person/Department: <u>Jim Haugen, Parks & Recreation Coordinator</u>	Impact:	<u>movie rental</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to enter into an Interlocal Agreement with City of Marysville for Outdoor Video Services for Movies in the Park.

SUMMARY/BACKGROUND: The Arts Commission is planning two Movies in the Park this year, one on Friday, August 11, 2017 and one on Friday, August 25, 2017. City of Marysville has agreed to provide Outdoor Video Services to Lake Stevens for presentation of the movies at a cost of \$600 per date, which will come from the previously approved Parks & Recreation budget for 2017. This results in a significant savings to the City to sponsor the two movie nights. The movies, while not yet selected will be family friendly.

A final determination has not yet been made as to whether the movies will be held at Lundein Park or North Cove Park.

In previous years Movie in the Park was sponsored by a local business who has determined not to host a movie this year.

APPLICABLE CITY POLICIES: City Council authorizes the Mayor to sign Interlocal Agreements.

BUDGET IMPACT: \$1200 plus movie rental from the Parks & Recreation 2017 budget.

ATTACHMENTS: Interlocal Agreement with City of Marysville

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAKE STEVENS
AND THE CITY OF MARYSVILLE
FOR OUTDOOR VIDEO SERVICES

This Interlocal Agreement effective August 11, 2017 between the City of Lake Stevens, a Washington municipal corporation, herein after referred to as "LAKE STEVENS" and the City of Marysville, a Washington municipal corporation, herein after referred to as "MARYSVILLE", pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, the City of LAKE STEVENS is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of LAKE STEVENS and presented on August 11 and August 25, 2017; and

WHEREAS, the City of LAKE STEVENS is the owner of the property where the movie will be shown to the community for free; and

WHEREAS, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

WHEREAS, the City of LAKE STEVENS desires to utilize the City of MARYSVILLE'S OUTDOOR VIDEO SERVICES; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of LAKE STEVENS to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, LAKE STEVENS and MARYSVILLE agree as follows:

1. SCOPE OF SERVICES

A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to LAKE STEVENS as defined in this Agreement. MARYSVILLE'S performance of said services under this Agreement may be limited by the availability of MARYSVILLE'S personnel and equipment. MARYSVILLE will notify the City of LAKE STEVENS at least 48 hours before the event if it is not able to provide personnel and/or equipment.

1. MARYSVILLE will provide OUTDOORVIDEO SERVICES to LAKE STEVENS.
2. MARYSVILLE will provide the video and audio equipment including movie screen, personnel and vehicles to transport the equipment and personnel to LAKE STEVENS. MARYSVILLE personnel will operate the video equipment and vehicles.

B. LAKE STEVENS will provide the following:

1. An authorized location.
2. Two (2) 20 amp circuits for event power.
3. Other services/personnel.

C. The date for video services (FILM) will be:

1. Friday, August 11, 2017
2. Friday, August 25, 2017

E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

It is understood and agreed by all parties that LAKE STEVENS staff providing services pursuant to this Agreement are acting in their official capacity as employees of LAKE STEVENS and shall be under the exclusive direction and control of LAKE STEVENS.

F. LAKE STEVENS and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.

G. LAKE STEVENS, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on LAKE STEVENS' behalf those services as provided in this Agreement.

2. COMPENSATION/FEES

- A. LAKE STEVENS will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$600.00 per date.
- B. LAKE STEVENS will pay MARYSVILLE 25% of the event fee in the event LAKE STEVENS cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.

C. MARYSVILLE shall bill LAKE STEVENS and LAKE STEVENS shall pay MARYSVILLE within thirty (30) days receipt of the bill.

3. AMENDMENTS/MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

4. INDEMNIFICATION AND LIABILITY

A. Indemnification:

1. LAKE STEVENS will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of LAKE STEVENS in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend LAKE STEVENS, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, LAKE STEVENS, or other person and all property owned or claimed by MARYSVILLE, LAKE STEVENS or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or LAKE STEVENS, their elected and appointed officials, officers, employees or agents.

B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit

may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

3. Cover or require indemnification or payment of any judgment against any individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

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

5. INSURANCE

INSURANCE

1. Both parties to this Agreement shall maintain public liability insurance. Both parties are members and insured through the Washington Cities Insurance Authority (WCIA) and shall maintain their membership throughout the term of this Agreement.
2. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.

3 Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage from WCIA verifying that party is a covered member in good standing.

6. INDEPENDENT CONTRACTOR

A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between LAKE STEVENS and MARYSVILLE or any of LAKE STEVENS' or MARYSVILLE's agents or employees.

LAKE STEVENS shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by LAKE STEVENS pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

B. Nothing in this Agreement shall make any employee of LAKE STEVENS a MARYSVILLE employee for any purpose, including, but not limited to, withholding

of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded LAKE STEVENS or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE a LAKE STEVENS employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

7. LEGAL RELATIONS

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

8. DURATION/TERMINATION/NOTICE/EMERGENCY NOTICE

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.

C. Notices

1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:
6915 Armar Road
Marysville, WA 98270

City of LAKE STEVENS:
Attn: City Clerk
1812 Main Street, P O Box 257
Lake Stevens, WA 98258-0257

2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement. In the event a representative is changed, the party making the change shall notify the other party.

MARYSVILLE:

Name: Lauren Woodmansee, Recreation Coordinator
Phone Number: 360-363-8408

LAKE STEVENS:

Name: Jim Haugen, Parks and Recreation Coordinator
Phone Number: 425-212-3319

D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

9. WAIVER

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

10. ENTIRE AGREEMENT

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

11. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers' compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within LAKE STEVENS under the provisions of this Agreement.

12. THIRD PARTY BENEFICIARY STATUS

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

13. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

14. APPROVAL AND FILING

APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall

constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

JON NEHRING Mayor

Date:

Attest:

APRIL O'BRIEN Deputy City Clerk
Approved as to form:

CITY OF LAKE STEVENS

JOHN SPENCER

Date:

Attest:

KATHY PUGH Deputy City Clerk
Approved as to form:

JON WALKER City Attorney

Attorney for the City of MARYSVILLE

GRANT K. WEED City Attorney

Attorney for City of LAKE STEVENS



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda May 23, 2017
Date: _____

Subject: Approve the Rotary Club of Lake Stevens request to sell beer & wine at Lundeen Park as part of the Music on the Lake events on July 9th & 23rd of July, 2017

Contact	Jim Haugen , Parks and Recreation	Budget	\$0
Person/Department:	Coordinator, Planning Department	Impact:	_____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve the Arts Commission request to approve the selling of beer and wine by the Rotary Club of Lake Stevens at the Music on the Lake events on July 9th & 23rd of July, 2017

SUMMARY/BACKGROUND: On May 12, 2017 the Arts Commission submitted the Special Event Permit Application (Attachment A), checked to include serving Beer and Wine in a secured area located in Lundeen Park (Attachment B). An application for a Special Occasion Permit from the Washington State Liquor Control Board is ready to be mailed on approval (Attachment C), together with a tax-exempt letter of determination from the IRS (Attachment D)

The Arts Commission is proposing that beer and wine be sold by the Rotary Club of Lake Stevens in a secure area, only accessible by people age 21 or older, at the Music on the Lake events between the 1:00 and 5:00 pm. on July 9th and 23rd, 2017. This proposal will have to meet the Washington State Liquor Control Board guidelines and requirements for a Special Occasion Permit. If Council approves the Rotary Club of Lake Stevens application, they will be required to provide a Certificate of Liability Insurance naming the City of Lake Stevens as an additional insured. The applicant will also be required to provide a copy of the approved Washington State Liquor Control Special Occasion Permit. The money raised from sales will go to the Lake Steven Rotary Charitable Foundation and a portion of those funds will go to Arts and Parks Foundation.

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

BUDGET IMPACT: \$0

ATTACHMENTS:

1. A - Event Application
2. B - Lundeen Park Site Map showing the secure area in red
3. C – WSLCB Special Occasion Permit Application
4. D – IRS tax letter of determination

ATTACHMENT A



1812 Main Street
PO Box 257
Lake Stevens, WA 98258



City of Lake Stevens
City Council Regular Meeting 5-23-2017
Page 80

CITY OF SPECIAL EVENT PERMIT APPLICATION

PERMIT # _____

• See Page 3 for Required Application Submittal Materials •

• A PREAPPLICATION MEETING IS REQUIRED FOR LEVEL 3 & 4 EVENTS •

APPLICANT INFORMATION

1. Applicant/Agent Name:	STEVEN APODACA		
2. Organization Represented by Applicant:	LAKE STEVENS ART COMMISSION		
3. Organization Web Site:	10020 Lundeen Park Way		
4. Applicant Mailing Address-Street:	City: LK. STEVENS	State: WA	Zip: 98258
5. Applicant/Agent Phone & Contact Information:	Daytime Phone: 425-772-1787	Fax:	
	Cell Phone: 425-772-1787	Email: STEVEAPODACA@COMCAST.NET	
	Evening Phone: 425-772-1787	Other:	
6. Event Contact Person:	Daytime Phone: 425-772-1787	Fax:	
Please print name below: STEVE APODACA	Cell Phone: 425-772-1787	Email: STEVEAPODACA@COMCAST.NET	
	Evening Phone: 425-772-1787	Other:	

EVENT OPERATIONS

7. Official Name of Event:	MUSIC BY THE LAKE		
8. Describe in detail the nature of the event: (Attach additional sheets if information exceeds space available to completely describe all activities being conducted.)	2 MUSICAL EVENTS, JULY 9 & JULY 23. EACH EVENT WILL CONSIST OF 2 PERFORMING ARTISTS FOOD PROVIDED BY RESTAURANTS, & BEER & WINE DESIGNATED AREA, SPONSORED BY THE ROTARY CLUB.		
9. Is the event <input type="checkbox"/> Private <input checked="" type="checkbox"/> Public?	A Private event is one in which a specified guest list and attendees are known; a public event is one in which the general public is invited through word-of-mouth, flyers, or media advertisement.		
10. Anticipated Maximum Attendance: Spectators/Volunteers	Total - Duration of Event: 1000 / 10-20		Maximum at any one time: 500 / 10-20
11. Event Level: (See Event Application Instructions Sheet for further detail on LSCM 14.16C.065 Events. A Park Use Permit may be required for events that do not qualify for an Event Level.)	LEVEL 1 <input type="checkbox"/>	LEVEL 2 <input checked="" type="checkbox"/>	LEVEL 3 <input type="checkbox"/>
	• 100 to 500 attendees • Up to 1 day	• 500 to 1,000 attendees • Up to 2 consecutive days • Up to 3 similar events	• 1 day a week • Reoccurring on a periodical or seasonal basis
12. Address/Location(s) of Event: (Provide all public and private locations. Attach additional sheets if necessary.)	BOTH EVENTS! LUNDEEN PARK		



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

SPECIAL EVENT PERMIT APPLICATION

13. Event Set Up Date/Time: (i.e., tents, portable restrooms, etc. Note traffic control plan may be necessary)	Date: 7/9 & 7/23 9:00 AM	Time: 9:00 AM
14. Event Date(s) and Hours of Operation: (Include information of each day)	Date(s): 7/9 & 7/23	Hours: 1:00 PM - 5:00 PM
15. Event Break Down Date/Time: (Note traffic control plan may be necessary)	Date: 7/9 & 7/23	Time: 4:30 PM - 6:00 PM

EVENT FACILITY/ACTIVITY COMPONENTS

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

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

<input type="checkbox"/> Air Show-Hours: _____ #	<input checked="" type="checkbox"/> Parade(s)-Hours: _____ Provide routes and road closures below
<input checked="" type="checkbox"/> Alcohol sold/served-Hours: 1:00 PM - 5:00 PM #	<input checked="" type="checkbox"/> Picnic Shelters (Lundeen Park only) # Contact City Hall (425) 334-1012 to reserve
Location: <u>LUNDEEN PARK</u> Park locations require City Council approval. Additional Insurance Requirements	<input type="checkbox"/> Portable Restrooms ✓C\$
<input checked="" type="checkbox"/> Amplified Sound-Hours: 1:00 PM - 4:30 PM \$ C\$	<input type="checkbox"/> Protest/Rally
<input type="checkbox"/> Animals	<input type="checkbox"/> Public Address System C\$
<input checked="" type="checkbox"/> Banners-Quantity 5 C\$	<input type="checkbox"/> Pyrotechnics/Fireworks#
Locations: <u>LUNDEEN PARK</u>	<input type="checkbox"/> Raffle/Lottery#
<input type="checkbox"/> Brochures\$	<input type="checkbox"/> Seating/Tables
<input type="checkbox"/> Bleachers#	<input type="checkbox"/> Sporting Event Additional Insurance Requirements
<input type="checkbox"/> Carnival Additional Insurance Requirements	<input checked="" type="checkbox"/> Stage
<input type="checkbox"/> Community Center# Contact City Hall (425)334-1012 to reserve	<input checked="" type="checkbox"/> Vending, Food#
<input checked="" type="checkbox"/> Electricity City staff must be present for all L&I Inspections on City property	<input type="checkbox"/> Vending, Non Food
<input checked="" type="checkbox"/> Food sold or served#	<input checked="" type="checkbox"/> Tent(s)/Trailer(s) #
<input checked="" type="checkbox"/> Garbage Service ✓C\$ Required for Level 4 events. Event sponsor is responsible for the cost of garbage disposal generated by the event. Recycling containers (refundable deposit required) must be used during the event and are provided by the City.	<input type="checkbox"/> Water Event\$#
<input type="checkbox"/> Inflatables (bouncy houses, advertising) Additional Insurance Requirements	<input type="checkbox"/> Other: _____ C\$
	<input type="checkbox"/> Other: _____ C\$

<input type="checkbox"/> Parade(s)-Hours: _____ Provide routes and road closures below
<input checked="" type="checkbox"/> Picnic Shelters (Lundeen Park only) # Contact City Hall (425) 334-1012 to reserve
<input type="checkbox"/> Portable Restrooms ✓C\$
<input type="checkbox"/> Protest/Rally
<input type="checkbox"/> Public Address System C\$
<input type="checkbox"/> Pyrotechnics/Fireworks#
<input type="checkbox"/> Raffle/Lottery#
<input type="checkbox"/> Seating/Tables
<input type="checkbox"/> Sporting Event Additional Insurance Requirements
<input checked="" type="checkbox"/> Stage
<input checked="" type="checkbox"/> Vending, Food#
<input type="checkbox"/> Vending, Non Food
<input checked="" type="checkbox"/> Tent(s)/Trailer(s) #
<input type="checkbox"/> Water Event\$#
<input type="checkbox"/> Other: _____ C\$
<input type="checkbox"/> Other: _____ C\$

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



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

SPECIAL EVENT PERMIT APPLICATION

STREET CLOSURES

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

Road/Date/Time:	Road/Date/Time:	Road/Date/Time:	Road/Date/Time:
-----------------	-----------------	-----------------	-----------------

EVENT SECURITY/EMERGENCY SERVICES

18. Are additional Police Services requested? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Date/Time 7/9 1:00 PM to 5:00 PM	Date/Time 7/23 1:00 PM to 5:00 PM	Date/Time _____
--	-------------------------------------	--------------------------------------	--------------------

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

SECURITY

INSURANCE REQUIREMENTS

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

SUBMITTAL REQUIREMENTS

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

A. Clear and legible site plan or map that includes-

- North, indicated by a directional arrow symbol
- Name of park and/or other facilities with surrounding streets
- Overall Event Area
- Parking Plan
- Location of all physical equipment being placed, including but not limited to vendors booths, tents, signs, barricades, portable restrooms, vehicles, etc.
- Other applicable details

B. Traffic Control Plan, as applicable

C. Electrical Plans, as applicable

D. Insurance with proper endorsements

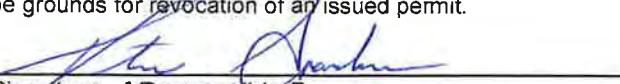
E. Copies of other permits and/or approvals required for the event

F. Application Fee

INDEMNIFICATION/HOLD HARMLESS

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

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


Signature of Responsible Person

5/11/17
Date

STEVEN APODACA
Printed Name



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

SPECIAL EVENT PERMIT APPLICATION

APPLICATION REQUIREMENTS

All application materials must be submitted at least 60 days prior to the event. Level 3 & 4 events require a pre-application meeting with the City.

FEES

Application fees are due at the time of submittal. All other fees/charges/deposits are due at permit issuance.

EXPEDITED REVIEW

Applications submitted later than between 60 days and 14 days prior to the event may be accepted for processing with an additional fee. The City cannot guarantee that an event will be permitted even if expedited review is requested.

INSURANCE

Most activities and events require a Certificate of Liability Insurance and Endorsement (naming the City of Lake Stevens as additional insured). Individuals, groups and organizations are able to obtain the appropriate insurance through the WCIA website at www.wciapool.org, follow the directions for 'One Day Insurance: TULIP'. All of the City of Lake Stevens facilities and parks are listed under 'Washington Cities Insurance Authority' in the 'Select a Facility' scroll down menu. Required Certificates of Liability Insurance, endorsements and/or other documentation must be submitted with an application. Please contact the Permit Center at (425) 377-3235 to determine insurance requirements prior to application submittal.

EVENT SECURITY

Individuals, businesses, governmental agencies and public entities often desire police related services or assistance with their events or operations. In the event additional police services are requested, an Extra Duty Policy Services Contract will be required. Contracts will be provided upon review of the permit application by the Police Department. Execution of the contract is required prior to issuance of a permit.

GARBAGE SERVICES

Event Level 4 Event Sponsor is responsible for making arrangements for garbage dumpster for the disposal of garbage generated for the event. The Event Sponsor shall use the City's contracted waste management provider, Allied Waste Services. In addition a fee of \$200 is required to cover costs for the handling of waste left in City owned garbage cans and dumpster which are emptied by the City.

Event Sponsor shall provide a site map showing planned placement location of dumpsters with size of each shown on the map.

RECYCLING CONTAINERS

The City provides recycle containers. A deposit fee in accordance with the current fees resolution is required prior to the event. The Event Sponsor is responsible to checkout and check-in the recycle containers with the City representative. Missing units shall be charged

against the deposit fee. The balance of the deposit not charged for replacement shall be refunded.

PORTABLE TOILETS

The City will determine the number of units, arrange for serving during the event, delivery placement, and removal of units. The Event Sponsor is responsible to cover all costs for the portable toilets. The City will order the serve upon receipt of the estimated cost. The number of units and placement will be based on the event area and the estimated number of participants.

OTHER PERMITS/APPROVALS

Below is a list of other permits and/or approvals that may be required for the activities listed above. This is meant to assist you with your event and is not an exhaustive list therefore, other permits or approvals may be necessary.

ACTIVITY	REGULATORY AGENCY	REQUIREMENT	FEES CHARGED
Air Show	FAA	License and Inspection	Yes
Alcohol Sold or Served	WA State Liquor Control Board City Council	Liquor License Permit Approval	Yes No
Carnival Ride/ Inflatable Toys	WA Dept. of Labor and Industries	Operator and Equipment License	Yes
Concession/Vendors	City of Lake Stevens	Business License and Concession Contract	Yes
Electrical Services	WA Dept. of Labor and Industries	L & I Inspection	Yes
Food Sold or Served	Snohomish County Health District City of Lake Stevens	Food Handlers License and Business License	Yes Yes
Pyrotechnics (Fireworks)	Washington State Patrol Lake Stevens Fire Department	City of Lake Stevens Permit State Permit & License Fire Inspection	Yes Yes
Raffles/Lottery Games	State Gambling Commission	License	Yes
Tents or Trailers	Lake Stevens Fire Department	Fire Inspection	Yes



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

PARK & FACILITY USE RULES & REGULATIONS

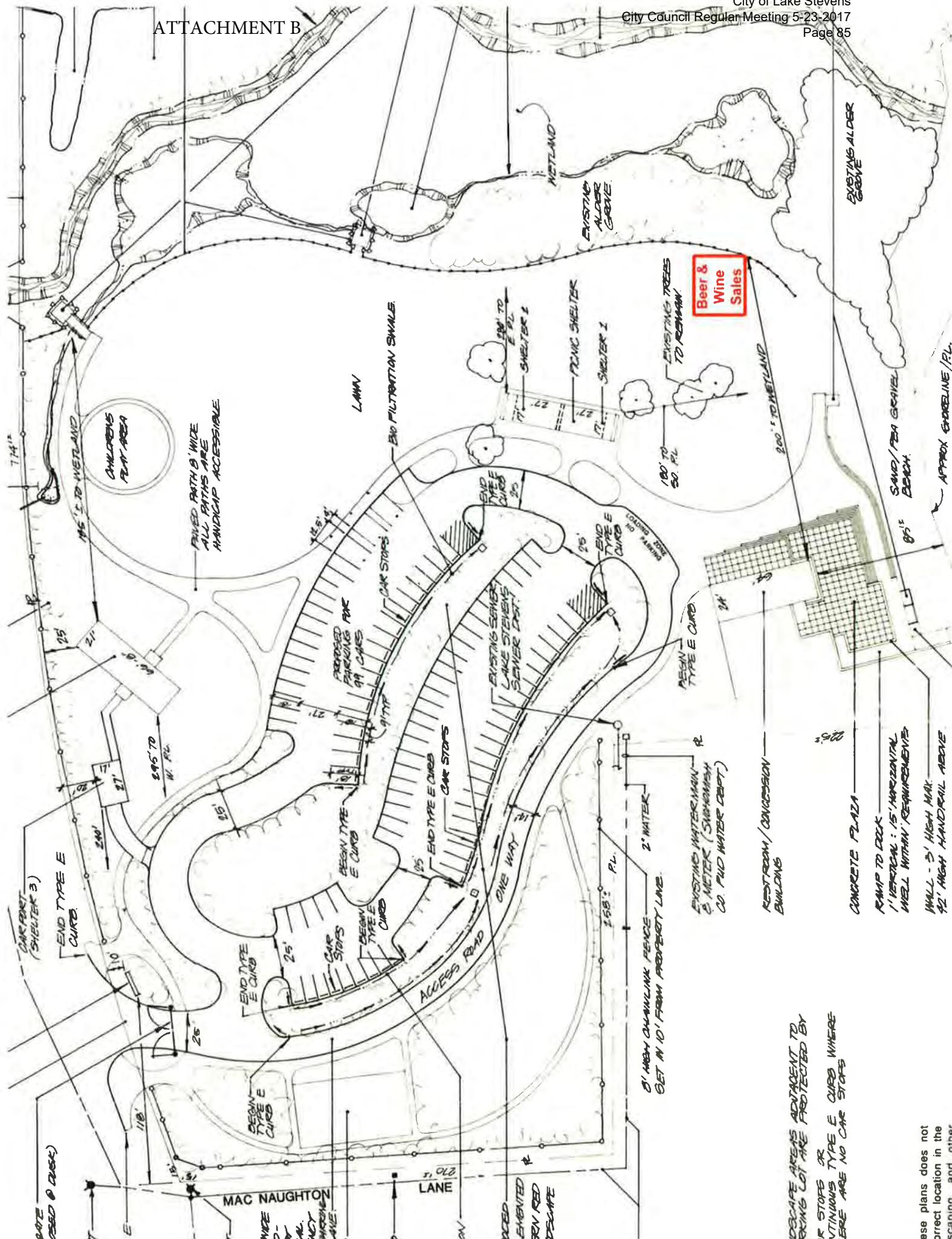
- Any accident involving injury to participants or damages to park, facility or equipment occurring during the use of a City park, facility or equipment shall be reported to City authorities immediately.
- The event sponsor shall not leave the park or facility unattended at any time during the hours of use defined within the agreement.
- No animals will be permitted inside facilities without prior written consent of the Planning Director or his/her designee.
- If a group or individual(s) provide their own food for their own consumption within the premises of a City facility or park, they assume responsibility for the preparation, serving and consumption of the same and shall hold the City harmless from any liability arising there from.
- All entertainment involving acoustical or amplified music must have prior approval from the Planning Director or his/her designee. Use of electrical cords outside or inside the park and facility requires prior approval.
- When determined by the Planning Director or his/her designee, the applicant will be responsible for installing 'No Event Parking' signs in the downtown shopping center.
- Games of chance, lotteries, and door prizes are not allowed except where permitted by law.
- Alterations to the Park or Facility are prohibited without prior approval. This may include but is not limited to such things as hanging signs, erecting backstops, placing goals, using masking tape on walls and floors, etc.
- City-owned equipment shall not be removed from the park or facility or loaned to any individual or organization unless prior approval by the City has been granted. Use of City-owned expendable supplies is prohibited.
- Applicants are responsible for special set-up requirements and clean up, unless specifically requested in the application. Users shall be responsible for returning the park or facility to its original condition immediately following the event.
- Cancellations by applicants require at least a 72-hour notice. Otherwise, related actual costs shall be borne by the applicant. Facility or park use is cancelled when facility or park is closed due to an emergency.
- The City reserves the right to refuse or revoke any authorization issued for the use of a City park or facility, and if rental has been paid, to refund such rental, minus expenses incurred, by the City in connection therewith.

SPECIAL EVENT PERMIT APPLICATION

CONTACT INFORMATION

	Permit Center
Address:	1812 Main Street PO Box 257 Lake Stevens, WA 98258
Phone:	(425) 377-3235
	Public Works
Address:	1812 Main Street PO Box 257 Lake Stevens, WA 98258
Phone:	(425) 377-3235
	Police Department
Address:	2211 Grade Road Lake Stevens, WA 98258
Non Emergency	
Phone:	(425) 334-9537
	Fire Department
Address:	1825 South Lake Stevens Road Lake Stevens, WA 98258
Phone:	(425) 212-3042
	City Hall
Address:	1812 Main Street PO Box 257 Lake Stevens, WA 98258
Phone:	(425) 334-1012

ATTACHMENT B



ATTACHMENT C



Licensing and Regulation
 3000 Pacific Ave SE
 PO Box 43085
 Olympia WA 98504-3085
 Phone (360) 664-1600
 Fax: (360) 753-2710

For Office Use Only

Reception No.:

Date: / /

Amount Rec'd: \$

Initials:

Application for Special Occasion License for a Nonprofit Society or Organization

A Special Occasion License allows a nonprofit society or organization to sell spirits, beer, and wine by the individual serving for on-premises consumption at a specified event. You may request to sell spirits, beer and wine in original, unopened containers for off-premises consumption in combination with this privilege. All profits from the sale of alcohol must be returned to the non-profit organization.

Note: It is against the law to allow a third party (i.e.: promoter) to run an event on your behalf in exchange for a percentage of the profits. Allowing a third party to collect part of the proceeds or take a cut of the proceeds could prevent your nonprofit from obtaining future Special Occasion Licenses.

Applications must be submitted at least 45 days before the event. The Liquor and Cannabis Board may not be able to process your application in time for your event if you do not apply at least 45 days before the event.

The fee for each Special Occasion license is **\$64.00 per day, per location**. Please make checks payable to WSLCB. The organization must have the license in hand before it can purchase spirits, beer or wine for resale. Special Occasion License holders are limited to 12 single-day events per calendar year.

Mail your completed application and check to: WSLCB
 PO Box 43085
 Olympia, WA 98504-3085

Please call (360) 664-1600 if you have any questions.

1. Society or Organization's Name:	Lake Stevens Rotary Charitable Foundation					
2. Organization's Street Address:	Lake Stevens	WA	98258	Snohomish		
	City	State	Zip Code	County		
3. Organization's 9-digit UBI #:	601631810	or Tax ID#:				
4. Contact Person (must be at least 21 yrs old):	James Haugen	Title:	Event Chairman			
Date of Birth:	07/03/53	Phone No.	(425) - 239-2823	Email:	Jimhaugen7@gmail.com	
5. Has this organization previously held a special occasion license?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				License #:	093412
6. Name of Event:	City of Lake Stevens Music In the Park					
Event Website address:	lakestevenswa.gov					
7. Name of premises (building, hall, room, etc) where function will be held:	Lundeen Park					
8. Event is being held:	<input type="checkbox"/> Indoors <input checked="" type="checkbox"/> Outdoors					(Outdoor events must be held in an enclosed area.)
Please submit a site map for the outdoor event with this application.)						
9. Event Location address:	10108 Lundeen Park Way				City: Lake Stevens	
State	WA	County:	Snohomish	Inside City Limits :	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

10. Is event being held on church or school property, a military facility, or a liquor licensed premises? Yes No

If yes, the appropriate official from the church, school, military facility or liquor licensed premises must authorize the sale of liquor at the event location. Please provide the name and signature of the person authorized to sign on behalf of the church, school, military facility or liquor licensed premises.

Print or type the name of the authorized person: _____ Title _____ Date _____ / /

X _____

Signature of authorized person

11. Total number of people attending the event: 250

Total number of people under 21 years of age attending the event: 100

Enter Event Date(s)	Enter Beginning Time(s)	Enter Ending Time(s)
<u>07/09/17</u>	<input type="checkbox"/> A.M. <u>1:00</u> <input checked="" type="checkbox"/> P.M.	<input type="checkbox"/> A.M. <u>5:00</u> <input checked="" type="checkbox"/> P.M.
<u>07/23/17</u>	<input type="checkbox"/> A.M. <u>1:00</u> <input checked="" type="checkbox"/> P.M.	<input type="checkbox"/> A.M. <u>5:00</u> <input checked="" type="checkbox"/> P.M.
<u>/ /</u>	<input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	<input type="checkbox"/> A.M. <input type="checkbox"/> P.M.
<u>/ /</u>	<input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	<input type="checkbox"/> A.M. <input type="checkbox"/> P.M.

Type of Event: Music Auction Outdoor Event Community Celebration
 Other: _____

13. Are you requesting permission to auction or sell spirits, beer/wine for off-premises consumption? Yes No

14. Are any wineries, breweries, or distilleries participating in your event? Yes No

If yes, name of participating winery, brewery or distillery: Lake Stevens Brewing Company

Only certified 501 (c) 3 and 501 (c) 6 organizations registered by the IRS may receive donated product from a winery, brewery or distillery. Please include a copy of your 501 (c) 3 or 6 document with this application.

All nonprofit organizations are able to receive dispensing equipment, advertising services paid to a third party, reasonable booth fees from a winery, and/or product purchased from a winery, brewery, distillery, distributor, or retailer. Wineries, breweries, distilleries and distributors **cannot donate money or sponsor a Special Occasion licensee.**

15. Are you receiving donated product or goods from a winery, brewery, distillery, distributor or retailer? Yes No

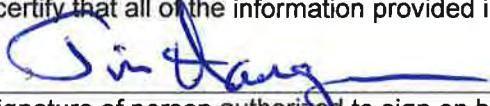
If yes, please describe: Lake Stevens Brewing Company

16. Monies from event will be distributed as follows: Lake Stevens Rotary Charitable Foundation

17. Mail license to: The Rotary Club of Lake Stevens

<u>PO Box 908</u>	<u>Lake Stevens</u>	<u>WA</u>	<u>98258</u>
<u>Mailing Address /Street/ PO Box</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
<u>Phone No. (425) - 239 - 2823</u>	<u>Fax No. () - -</u>	<u>Email: jimhaugen7@gmail.com</u>	

I certify that all of the information provided in this application is true and correct.

X 

4/15/17

Date

Signature of person authorized to sign on behalf of the nonprofit organization

Lake Stevens Rotary Charitable Foundation Secretary

For more information click [Special Occasion License - FAQ](#) or go to www.liq.wa.gov/licensing/special-occasion-licenses

P.O. Box 35045
Jacksonville FL 32202-0000

City of Lake Stevens
City Council Regular Meeting 5-23-2017

Page 88

In reply refer to: 0752251763

Feb. 10, 2014 LTR 4168C 0

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00041986

BODC: TE

ATTACHMENT D

LAKE STEVENS ROTARY CHARITABLE
FOUNDATION
% LOREN HOLE
PO BOX 908
LAKE STEVENS WA 98258-0908

051144

Employer Identification Number: 31-1633811
Person to Contact: Customer Service
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 30, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in June 1999.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

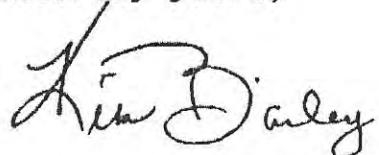
Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0752251763
Feb. 10, 2014 LTR 4168C 0
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00041987

LAKE STEVENS ROTARY CHARITABLE
FOUNDATION
% LOREN HOLE
PO BOX 908
LAKE STEVENS WA 98258-0908

If you have any questions, please call us at the telephone number
shown in the heading of this letter.

Sincerely yours,



Kim D. Bailey
Operations Manager, AM Operations 3



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 05-23-17

Subject: Membership in Region 1 SWAT Team

Contact	Budget
Person/Department: <u>John Dyer/Lake Stevens Police Dept.</u>	Impact: <u>N/A</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve the amendment to the Interlocal Agreement for Lake Stevens to participate in the Region 1 SWAT team.

SUMMARY/BACKGROUND:

Police work, in today's environment, can be highly dangerous and complex. Often, situations which our first line patrol officers face are extremely dangerous, and requires resources well beyond what they have at their disposal at any given time. The LSPD recognizes that incidents of a serious criminal nature do occur which require a specially trained and equipped law enforcement response to effectively respond to the situation. Up to this point, if we were in need of those resources, we rely on the Region 1 SWAT Team, made up of Snohomish County and Everett Law Enforcement Officers. The presence of a highly trained, highly skilled police tactical unit has been shown to substantially reduce the risk of injury and loss of life to citizens, police officers and suspects when called upon to assist in the resolution of critical incidents.

The Lake Stevens Police Department also recognizes that shared resources increase operational efficiencies and economies of scale by providing a mechanism for the sharing of material, personnel, knowledge, equipment, and training. We participate in numerous partnerships with both local, state, and federal partners, increasing the level of service we are able to provide to the citizens of Lake Stevens.

The Region 1 SWAT Team was established in 2012, to provide that heightened level of service. The team is made up of Snohomish County Deputies and Everett Police Officers. We have been asked to participate in the Region 1 Team. We are asking the Council to approve the addendum to the SnoCo-EPD SWAT ILA. By approving the Addendum, we are agreeing to abide by the conditions of the ILA. The ILA provides in part as follows:

Additional governmental entities, including, but not limited to, other municipal corporations and/or counties, may, in the future, elect to participate in the Region 1 SWAT Team established by this Agreement by executing an addendum to this Agreement, substantially in the form attached hereto as Exhibit A. In order to become effective, each such addendum must be executed not only by the party desiring to begin participation in

the Region 1 SWAT Team, but also by all current parties to this Agreement, and the Addendum must then be recorded with the Snohomish County Auditor.

APPLICABLE RCW:**RCW 39.34.080****Contracts to perform governmental activities which each contracting agency is authorized to perform.**

Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: PROVIDED, That such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties.

BUDGET IMPACT: The cost of the time and equipment, to meet the requirements of the ILA, will be absorbed into our existing overtime and equipment budgets. While these budgets may need to be raised in coming years, to account for this, there are also ways to mitigate the costs.

ATTACHMENTS:

- Exhibit A: SnoCo-EPD SWAT ILA
- Exhibit B: Addendum Adding Additional Party to Region 1 SWAT Team
- Exhibit C: Region 1 SWAT SOP

RETURN TO
EVERETT CITY CLERK
2930 Wetmore
Everett, WA 98201

ATTACHMENT A

INTERLOCAL AGREEMENT FOR SPECIAL

WEAPONS AND TACTICS TEAM (REGION 1SWAT) COOPERATION

This INTERLOCAL AGREEMENT FOR SPECIAL WEAPONS AND TACTICS TEAM (SWAT) COOPERATION, (this "Agreement") is made and entered into as of this 15th day of April, 2017, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), the CITY OF EVERETT, a Washington municipal corporation (the "City").

RECITALS

- A. The County and City are public agencies as defined by chapter 39.34 RCW and chapter 10.93 RCW, and are authorized to enter into inter-local agreements to provide for joint or cooperative actions to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and
- B. The County and the City recognize that incidents of a serious criminal nature do occur which require a specially trained and equipped law enforcement response to effectively respond to the situation. These incidents create demand on both the County and the City respective to each party's resources. The parties believe these resources are economically served by forming a regional Special Weapons and Tactics Team (hereinafter SWAT).
- C. Each jurisdiction currently maintains their own SWAT team, however both parties intend through this Agreement to combine their respective SWAT resources to form a single regional SWAT Team. The regional SWAT team (hereinafter "Region 1 SWAT) shall be specially structured, trained and equipped to respond to and resolve high risk criminal activity in both the CITY and the COUNTY
- D. The County and the City intend that a regional team facilitates increased operational efficiencies and economies of scale by providing a mechanism for the sharing of material, personnel, knowledge, equipment, and training, all as more fully described by, and pursuant to the terms and conditions contained in, this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. TERM

1.1 Initial Term

The initial term of this Agreement shall be for one (1) year (the "Initial Term"), from the effective date of this Agreement. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the Snohomish County Auditor or posted on the County's Interlocal Agreements website. The effective date provided, however, that both parties' obligations after December 31, 2014, are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with each parties' Charter and applicable law.

1.2 Extensions

The term of this Agreement may be extended for up to two (2) additional periods of five (5) years each (respectively, the "First Extended Term" and the "Second Extended Term"). Extension of the Agreement shall be automatic unless one of the parties provides written notice of termination as more fully described in Section 15 of this Agreement.

2. ESTABLISHMENT OF THE REGION 1SWAT TEAM

The ability to safely control, contain, and resolve high risk criminal incidents that require the application of specialized equipment, training and tactics, including but not limited to barricaded subjects, hostage situations, high risk felony arrests, high risk search warrants, as well as incidents involving weapons of mass destruction, has strained the resources of the City and the County. Law enforcement efforts directed at these high risk criminal incidents have, for the most part, been conducted by law enforcement agencies working independently. A multi-jurisdictional effort to respond to and resolve specific high risk criminal incidents is anticipated to result in more effective pooling of personnel, improved utilization of County and City funds, reduced duplication of equipment, improved training, development of specialized expertise, and increased utilization/application of a combined special response team. This cooperation results in improved services for the citizens of all participating jurisdictions, increased safety for team members and the community, and improved cost effectiveness. Therefore, the County and the City hereby establish a Region 1 SWAT Team to effectively address the concerns described above.

3. REGION 1SWAT TEAM STRUCTURE

Region 1 SWAT Team (hereafter referred to as the "Team") shall initially be composed of 36 tactical operators and support personnel, comprised of a minimum of 18

positions provided by the CITY and 18 positions provided by the COUNTY. Additional positions include the Team Commander and the Team Leader. The parties agree that during this initial period the Team Leader shall be the current Sheriff's Office SWAT Team Commander while the Team Commander shall be the current Everett Police SWAT Team Commander. The parties further agree that as these positions become vacant either or both positions may be staffed by the CITY or the COUNTY as determined by the Sheriff and Everett Police Chief. The Team make-up and personnel assignments are delineated in the SWAT Standard Operating Procedures.

The 36 Team members shall not include peripheral operators such as vehicle operators, K-9 officers, Public Information Officers, investigators or intelligence officers that may or may not respond to a SWAT call in a support function.

4. REGION 1 SWAT TEAM ADMINISTRATIVE OVERSIGHT

The Sheriff and Everett Police Chief shall have ultimate decision making authority and will approve changes to standard operating procedures, and appointments of personnel to Region 1 SWAT. They shall also evaluate the performance of the Team and prepare the annual REGION 1 SWAT budget for presentation to the CITY and the COUNTY, if necessary. Nothing in this designation limits the CITY and COUNTY from independently approving or disapproving any proposed budget or other obligation not resolved in this agreement.

The Team Commander shall present a report annually to the Sheriff and Everett Police Chief that outlines the prior year's training, missions, personnel changes, major equipment acquisitions and anticipated activity.

Both parties agree that personnel selection processes, training standards and requirements will minimally meet the standards outlined in the Standard Operating Procedure. Nothing in this agreement shall prohibit either agency from requiring additional agency specific qualification standards and/or training requirements beyond that required in the Standard Operating Procedure.

5. TEAM COMMAND: ACTIVATION AND DEPLOYMENTS

A. Team Commander:

1. The Team Commander has overall operational responsibility and tactical command during deployments. The Team Commander shall provide oversight of tactical operations and shall have the responsibility of validating and approving tactical plans and actions.

2. The Team Commander shall report to the Incident Commander, when such is designated.
- B. Team Leader:
 1. The Team Leader is responsible for the deployment of the Team and directing what Team personnel and assets will be required.
 2. The Team Leader will have direct operational command and control for resolving the mission being undertaken by the Team.
 3. The Team Leader will report to the Team Commander.
 4. In the absence of the Team Commander, the Team Leader shall assume the functions/responsibilities of the Team Commander.
 5. In the absence of the Team Leader, a qualified Squad Leader shall be designated by the Team Commander to perform as the Team Leader, with the expectation that the designated Squad Leader cannot also function as the Team Commander.
- C. Nothing in the section shall prohibit or otherwise prevent either agency from sending designated supervisory personnel to any deployment for the purpose of monitoring and/or evaluating their agency's personnel, training, and or equipment. During a deployment operational command will follow the Standard Operating Procedures (See section 6 following) developed for the SWAT Team.

6. DEVELOPMENT AND REVIEW OF STANDARD OPERATING PROCEDURES

- A. The parties will cooperatively develop a Procedure Manual (SOP) for the Region 1 SWAT Team.
- B. This SOP will be annually reviewed and approved by the Sheriff and Everett Police Chief.

7. COST SHARING/BUDGET AND FINANCE

It is the intent of the parties that operational, training, and equipment costs of Region 1 SWAT be shared equitably among the parties. It is recognized that Region 1 SWAT will not exist as a single budgeted entity in either party's budget. The Sheriff and Everett Police Chief or designee(s) will be responsible for determining the proper allocation between the parties of any shared costs/expenses associated with Region 1 SWAT.

8. COST REIMBURSEMENT

Any party that receives Equipment from the other party pursuant to this Agreement shall reimburse the party that provided the Equipment for the providing party's actual costs

incurred in providing same. A party that supplies Equipment to the other party under this Agreement shall deliver to the party that received such Equipment a written invoice detailing the actual costs incurred by the providing party in supplying the Equipment at issue. The receiving party shall pay the providing party's invoice within thirty (30) days of receiving same.

9. EQUIPMENT REQUIREMENTS, MAINTENANCE AND OPERATION

For purposes of this Agreement, the term "Equipment" shall refer to any materials, tools, machinery, equipment, supplies, facilities, or other personal property used in performing one or more Region 1 SWAT activities.

9.1 Basic Requirements

Both parties agree to issue/maintain individual equipment, uniforms, protective equipment, and weapons as outlined in the Standard Operating Procedure. Both parties agree to supply/maintain necessary pooled team equipment as outlined in the Standard Operating Procedure.

It is the intent on both parties not to restrict personnel operating under a joint agreement from utilizing any equipment, gear or weapons owned by either agency as required by the Team Commander under the guidelines of the Standard Operating Procedure.

9.2 Care and Maintenance

A party receiving Equipment pursuant to this Agreement shall be responsible for the proper care, use, maintenance and security of the Equipment from the time the receiving party receives the Equipment until the Equipment is returned to the providing party. Should any Equipment be returned to a providing party in a damaged or deteriorated condition (not attributable to normal wear and tear during proper use), the party that returned the Equipment in a damaged or deteriorated condition shall pay the party that provided the Equipment the costs of repairing or replacing the Equipment at issue.

9.3 Use and Operation

The parties agree that equipment provided under this agreement shall only be used by personnel qualified in its use through appropriate training and/or supervision.

9.4 Independent Capacity

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

10. COVENANT TO COOPERATE

The County and the City hereby covenants to the other parties to this Agreement that it shall use good-faith efforts to cooperate with the other parties in implementing the intent and furthering the goals of this Agreement.

11. COMPLIANCE WITH LAWS

The County and the City shall at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction.

12. INTERLOCAL COOPERATION ACT (Chapter 39.34 RCW)

The purpose of this Agreement is to establish and maintain a multi-jurisdictional cooperative SWAT Team to effectively respond to high risk criminal incidents. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

13. INDEMNIFICATION

Each party to this Agreement shall indemnify, defend and hold every other party and its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party; or (ii) any breach or Default (as such term is defined in Section 16.1 below) of the indemnifying party under this Agreement. The provisions of this Section 13 shall survive the expiration or earlier termination of this Agreement.

14. NOTIFICATION OF CLAIMS AND LAWSUITS

In the event that a lawsuit is brought against the County, the City, its officers or employees for actions arising out of their conduct in support of SWAT Team operations, it shall be the duty of either the County or the City to notify the other party that said claims or lawsuit has been initiated.

15. TERMINATION

Either party may terminate this Agreement for any reason by providing written notice to the other party sixty (60) days prior to the effective date of termination.

16. DEFAULT AND REMEDIES

16.1 Default

If any party to this Agreement fails to perform any act or obligation required to be performed by it hereunder, the party or parties to whom such performance was due shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

16.2 Remedies; Attorneys' Fees

In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 16.1 above, the party or parties to whom the performance was due shall have the right to exercise any or all rights and remedies available to it at law or in equity. In any action between any of the parties hereto seeking the enforcement of any of the terms or provisions of this Agreement, the prevailing party or parties in such action shall be awarded, in addition to damages, injunctive or other relief, their reasonable costs and expenses, including, without limitation, reasonable attorneys' fees.

17. RECORDS

All records possessed related to the performance of this Agreement shall be available for full inspection and copying by any participating jurisdiction. Records maintenance and retention shall be in accordance with the Standard Operating Procedures.

18. NOTICES

Each notice, demand, request, consent, approval, disapproval, designation or other communication that is permitted or required to be given by one party to another party under this Agreement shall be in writing and shall be given or made or communicated by (i) United States registered or certified mail, postage prepaid, return receipt requested, (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or DHL) that provides receipts to indicate delivery, (iii) by personal delivery, or (iv) by facsimile (with

proof of successful transmission). All such communications shall be addressed to the appropriate Administrator of this Agreement as follows:

To the County:

Snohomish County Sheriff's Office
Special Operations
3000 Rockefeller Avenue, M/S 606
Everett, WA 98201
Attention Capt Tom Davis
Telephone: (425) 388-3400
Facsimile: (425) 388-3805
tdavis@snoco.org

To Everett:

The City of Everett
Special Operations Lieutenant
3002 Wetmore Ave.
Everett, WA 98201
Attention Lt. Rod Sniffen
Telephone: (425) 257-8568
Facsimile: (425) 257-6500
Email: rsniffen@everettwa.gov

Any party hereto may, by reasonable notice to the other parties, designate such other address, or facsimile telephone number for the giving of notices as deemed necessary. All notices shall be deemed given on the day each such notice is personally delivered, transmitted by facsimile (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

Additional governmental entities, including, but not limited to, other municipal corporations and/or counties, may, in the future, elect to participate in the Region 1 SWAT Team established by this Agreement by executing an addendum to this Agreement, substantially in the form attached hereto as Exhibit A. In order to become effective, each such addendum must be executed not only by the party desiring to begin participation in the Region 1 SWAT Team, but also by all current parties to this Agreement, and the Addendum must then be recorded with the Snohomish County Auditor.

19. MISCELLANEOUS

20.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

20.2 Governing Law and Venue

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

20.3 Interpretation

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

20.4 Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

20.5 No Waiver

A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

20.6 Assignment

This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

20.7 Warranty of Authority

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

20.8 No Joint Venture

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

20.9 Exhibits

The following Exhibits, which are attached to this Agreement, are incorporated herein and by this reference made a part of this Agreement:

EXHIBIT A - Addendum Adding an Additional Party

20.10 Execution in Counterparts

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

THE COUNTY:

Snohomish County, a political subdivision of the State of Washington

La & ;, ; K:-

Title: Office of the Sheriff, VC

Approved as to Form:

Lyndsey M. Domke
Deputy Prosecuting Attorney

CITY OF EVERETT:

The City of Everett, a Washington municipal corporation

Travis Stephanson
By Name: Travis Stephanson
Title: City Mayor
Attest: Jim Moen
Deputy City Clerk

Approved as to Form:

James D. Ales
City Attorney

ATTACHMENT B
Addendum Adding an Additional Party

**FIRST ADDENDUM TO INTERLOCAL AGREEMENT FOR SPECIAL
WEAPONS AND TACTICS TEAM (SWAT) COOPERATION**

THIS FIRST ADDENDUM TO INTERLOCAL AGREEMENT FOR SPECIAL WEAPONS AND TACTICS TEAM (SWAT) AND COOPERATION (this "Addendum") is entered into as of this _____ day of _____, 20____ (the "Effective Date"), by and among by and among SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), the CITY OF EVERETT, a Washington municipal corporation (the "City"), and the CITY OF LAKE STEVENS, a Washington municipal corporation.

RECITALS

- A. The parties are public agencies as defined by chapter 39.34 RCW and chapter 10.93 RCW, and are authorized to enter into interlocal agreements to provide for joint or cooperative actions to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and
- B. The parties recognize that incidents of a serious criminal nature do occur which require a specially trained and equipped law enforcement response to effectively respond to the situation. These incidents create demand on each party's resources. The parties believe these resources are economically served by combining resources to form a cooperative Special Weapons and Tactics Team (hereinafter "Region 1 SWAT").
- C. The goal of this Agreement is to establish and maintain a multi-jurisdictional Cooperative SWAT Team to effectively respond to high risk criminal occurrences as described below.
- D. The SWAT Team shall be specially trained and equipped to provide a cooperative and joint effort between the municipal entities to respond to and resolve criminal activity of a high risk nature.
- A. The parties now desire to create a collaborative SWAT Team that will facilitate increased operational efficiencies and economies of scale by providing a mechanism for the sharing of material, personnel, knowledge and equipment, and training, all as more fully described by, and pursuant to the terms and conditions contained in, this Agreement.

AGREEMENT

In consideration of the mutual promises of the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ADDITION OF PARTY TO THE AGREEMENT

The City of Lake Stevens is hereby added as a party to the Agreement, effective as of the date of this Addendum. All references in the Agreement to the term "City" shall henceforth be deemed to include the City of Lake Stevens. All terms and conditions of the Agreement applicable to the City shall now also apply to the City of Lake Stevens.

2. RATIFICATION

Except as expressly modified by this Addendum, the Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

3. EXECUTION IN COUNTERPARTS

This Addendum may be executed in counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Addendum as of the date first above written.

CITY OF LAKE STEVENS:

The City of Lake Stevens, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

THE COUNTY:

Snohomish County, a political subdivision of the State of Washington

By _____
Name: _____
Title: _____

Approved as to Form:

Deputy Prosecuting Attorney

CITY OF EVERETT:

The City of Everett, a Washington municipal corporation

By _____

Name: _____
Title: _____

Approved as to Form:

City Attorney

ATTACHMENT C

REGION 1 SWAT



Standard Operating Procedure Manual

Approved by S.C.S.O. and E.P.D. Command, effective 11/29/2016

Table of Contents

Introduction -----	3
Mission Statement -----	4
Organization/Structure/Responsibilities -----	5
Philosophy -----	10
Code of Conduct -----	11
Selection to Team -----	11
Leave of Absence -----	12
Medical Leave -----	13
Physical Fitness -----	13
Training -----	13
Equipment -----	15
Team Weapons -----	15
Activation Procedures -----	17
Call-Out Criteria -----	18
Team Arrival -----	19
Team Deployment -----	20
Mutual Aid Responses -----	21
Tactical Operations Center (TOC) -----	21
Staging Area -----	23
Use of Force -----	23
Use of Chemical Agents/Distraction and Concealment Devices -----	24
Barricaded Subject/Hostage Situation -----	25
High Risk Arrest/Search Warrant Service -----	28
Change of Command -----	31
Uniforms -----	31
Records Maintenance and Public Disclosure -----	31
Appendix A- Fitness Standards -----	33
Appendix B - Organizational Chart -----	34
Appendix C – Threat Assessment for Planned Operations -----	35
Appendix D – Call-Out Checklist -----	38
Appendix E – Team Uniforms and Equipment -----	39
Appendix F-1 – Firearms qualification handgun -----	40
Appendix F-2 – Firearms qualification rifle -----	41
Appendix F-3 – Firearms qualification Sniper .308 -----	42

INTRODUCTION

The fundamental role of law enforcement is the protection of lives and property. In this endeavor the presence of a highly trained, highly skilled police tactical unit has been shown to substantially reduce the risk of injury and loss of life to citizens, police officers and suspects when called upon to assist in the resolution of critical incidents. To that end, the Region 1 SWAT team was established in 2012.

The Interlocal Agreement (ILA) for Special Weapons and Tactics Team (Region 1 SWAT), signed January 15, 2014, provides the foundation for Region 1 SWAT operations. The ILA lists titles which have since been changed in this document to maintain consistent terminology used by other SWAT teams.

Deputy SWAT Commander is a new position to the leadership team. The Deputy SWAT Commander duties were previously Team Leader responsibilities. All references in the ILA for Team Leader are understood to be Deputy SWAT Commander in this document. The ILA makes reference to "Team Commander". That term is synonymous with SWAT Team Commander in this document. The ILA refers to Squad Leader which is synonymous with Assistant Team Leader in this document.

The Region 1 SWAT is comprised of specially trained, highly skilled police officers and deputies from the City of Everett and the Snohomish County Sheriff's Office. The team shall respond to any incident where special weapons, equipment and tactics are needed within the member jurisdictions and beyond if needed.

The team consists of personnel with specific skills in the areas of marksmanship, tactical response and containment, deployment of specialty munitions, and hostage negotiations. Region 1 SWAT is under the direct supervision of a SWAT Commander(s) and Team Leader. An Advisory Committee of command level personnel from both agencies provides oversight of the Team.

The purpose and intent of the Region 1 SWAT team is to serve as a specialized, flexible and mobile unit, activated to assist in the containment, de-escalation and ultimate control of all situations beyond the capabilities of today's police officer.

It is the intent of both agencies to have such a unit as a tactical resource, and this document is intended to establish the team mandate, structure and general operating policies and procedures for Region 1 SWAT. It is not designed, nor could the manual be crafted to cover every possible detail and/or contingency that the SWAT team may encounter. This manual cannot cover every circumstance faced by a SWAT team member or Command Officer. In every situation, good judgment, common sense and training will be used as a basis for sound decision making and determination of a course of action. This manual incorporates suggested SWAT best practices as identified by the Washington State Tactical Officers Association (WSTOA) and The National Tactical Officers Association (NTOA). The parties have developed these Standard Operating Procedures, cooperatively, as required by Section 6 of the Interlocal Agreement for Special Weapons and Tactics (SWAT) Team Cooperation. The masculine designators of "he" and "his" whenever used within this manual shall mean and include all employees.

MISSION STATEMENT

The mission of the Region 1 SWAT team is to respond to incidents of a high risk nature that involve the need for specialized training and equipment, and to work as a coordinated unit in an attempt to resolve these situations without injury or loss of life. It is recognized that not all situations will end without injury or loss of life. In situations that become life-threatening, because of the actions of the suspect(s), the mission shall be one of preserving and protecting the lives of innocent citizens and the police. Incidents which meet these criteria include, but are not limited to:

1. Hostage Situations: The holding of any person(s) against their will by individual(s) believed to be dangerous.
2. Barricade Situations: A stand-off created by an armed or potentially dangerous person, in any location, fortified or not, who is refusing to comply with police demands for surrender/compliance.
3. Active Shooter: An armed person who has used deadly physical force on other persons and continues to do so while having unrestricted access to additional victims.
4. Sniper Situations: The firing upon citizens and/or police by an armed suspect, stationary or mobile.
5. High Risk Apprehension: The arrest or apprehension of armed or potentially dangerous suspects, where the likelihood of armed or violent resistance is high, or where potential risk to involved officers (i.e. undercover officer), is higher than normal.
6. High Risk/Unknown Risk Search Warrant Service: Search warrants requiring, or likely to require, forced entry/dynamic room clearing techniques.
7. High Risk Surveillance: Surveillance and/or stake out operations involving suspects/operations with a high potential for armed encounter or violence.
8. Personal Protection: The security of special persons (i.e. visiting dignitaries, VIP's, witnesses/suspects), based on threat or potential threat to their safety and/or security.

I. REGION 1 SWAT TEAM PROCEDURE MANUAL

- A. General - The Region 1 SWAT team is a multi-jurisdictional unit comprised of officers from the Everett Police Department and deputies from the Snohomish County Sheriff's Office. The team is operated under the terms of this manual and policies of the Sheriff's Office and Everett Police Department.
- B. Advisory Committee - This manual is approved by the team's Advisory Committee, consisting of the Sheriff of Snohomish County and the Chief of Police for the City of Everett. This manual ensures adopted standards meet local, state, and federal requirements. Decisions with regard to team operations, budget, and this manual are subject to their review. This manual should be reviewed and updated as applicable, but not less than annually.

II. ORGANIZATION, TEAM STRUCTURE, and RESPONSIBILITIES

- A. Incident Command - It is recognized that not all SWAT applications require the establishment of a designated command post and formal incident command system (operations, logistics, finance, etc.). It is also recognized that when a formal command post is established, the Incident Commander (Chief, Sheriff or their designee) from the operational jurisdiction of the incident retains overall incident management responsibility and authority.
- B. Basic Team Structure - The basic SWAT team structure is as follows:

1 SWAT Team Commander holding the rank of Lieutenant or above
1 Deputy SWAT Team Commander holding the rank of Sergeant or above
1 Team Leader
1 Sniper Assistant Team Leader
2 Entry Assistant Team Leaders
1 Negotiations Assistant Team Leader

14 Entry Team members
5 Sniper Team members
5 Negotiations team members
6 Tactical Coordinators

SWAT Commander, Deputy Commander, Team Leader, Assistant Team Leader(s), and members will be assigned to specific tasks and responsibilities as necessary. (See Appendix "B" for general organizational chart).

- C. SWAT Commander and command responsibilities - The SWAT Commander is the overall unit leader. The SWAT Commander can be from either jurisdiction and will be the rank of lieutenant or higher. In the absence of the SWAT Commander, the Deputy SWAT Commander shall assume all duties and responsibilities of the SWAT Commander. The SWAT Commander is in charge of all tactical operations

at incidents where the team has been activated. The SWAT Commander oversees all Tactical Operations Center (TOC) operations. The SWAT Commander should not serve as both SWAT Commander and Incident Commander at the same time.

1. The Region 1 SWAT Team supports the Incident Command System as appropriate. The SWAT Commander is responsible for general team functions to include but not limited to:
 - Ensuring the team is properly equipped
 - Ensuring team members meet established training standards
 - Preparing the year-end report
 - Facilitating the purchase of team equipment
 - Overall responsibility for team operations and performance

These duties may be shared with the Deputy SWAT Commander at the discretion of the SWAT Commander.

2. On-scene responsibilities of SWAT Commander - At the scene of a SWAT team call-out, the SWAT Commander is responsible for overall operations of the SWAT response. The SWAT Commander will establish the general guidelines of how to deal with the tactical situation and supervise tactical operations. The SWAT Commander will work with the Incident Commander and other command level officers during most SWAT operations to work toward successful resolution of the situation. The SWAT Commander shall select an appropriate TOC, if not previously accomplished, and appoint assistants to help with certain details of the operation such as equipment, recording of event log, suspect information, hostage information, inner perimeter, etc. The SWAT Commander will operate out of the TOC. The SWAT Commander will also establish a SWAT staging area, oversee negotiations, and provide information and updates to the Incident Commander.
3. A command level person, or their designee, of the jurisdiction in which the incident is occurring shall serve as the Incident Commander providing oversight and direction over the entire incident. The Incident Commander shall operate out of the Incident Command Post (CP).
4. There may be incidents in which the SWAT Commander recognizes that deadly force is necessary for the defense of others. Sniper(s) may not be able to see those suspect actions which necessitate the use of deadly force. Decisions with regard to the authorization for a Sniper(s) to use deadly force, absent Sniper witnessed self-defense or the defense of another consistent with applicable law and department policy, shall be made by the SWAT Commander. It is still understood that a team member may, on their own accord, initiate these actions without prior approval if a situation unfolds that requires immediate action to protect themselves or the lives of civilians or law enforcement officers.

D. Deputy SWAT Commander responsibilities - The Deputy SWAT Commander shall be a Sergeant or above and selected by the SWAT Commander subject to approval by the Chief of Police and Sheriff. The Deputy SWAT Commander is responsible for directing the operational aspects of the team and for maintaining team discipline and professionalism.

1. The Deputy SWAT Commander, with help from the Team Leader and Assistant Team Leaders, shall be responsible for determining equipment needs, organization and planning, team tactical assignments and plan implementation for all call-outs. It is the Deputy SWAT Commander's responsibility to communicate regularly with the SWAT Commander regarding operational status and needs.
2. On-scene responsibilities of the Deputy SWAT Commander – During SWAT activations, the Deputy SWAT Commander's responsibilities shall include but not be limited to: directing the Team Leader, team members, and inner perimeter personnel, developing strategy and tactical plans to deal with the variety of actions which may be taken by a suspect(s), and development of a plan to resolve the situation by tactical means in coordination with, and subject to the direction and approval of the SWAT Commander. This may include coordination of entry, arrest, and negotiator teams, providing information to the command post on personnel positioning, ensuring effective containment of the inner perimeter, officer safety issues such as cross-fire, cover and concealment, target background and repositioning members when necessary. The Deputy SWAT Commander should make use of the Team Leader and Assistant Team Leaders to accomplish these responsibilities as required. In the absence of the SWAT Commander, the Deputy SWAT Commander will assume that role.

E. Team Leader Responsibilities – The Team Leader is selected by the Deputy SWAT Commander and SWAT Commander. The Team Leader is responsible for all training aspects of the team, ensuring minimum team physical performance and marksmanship standards are met, ensuring that each member's performance on the team is acceptable and in conformance with training standards. The Team Leader will operate in the field to direct the Assistant Team Leaders and SWAT members as supported by SWAT Command. The Team Leader is responsible for the Field Training Program, ensuring trainee records are completed and reviewed. In the absence of the Deputy SWAT Commander, the Team Leader will assume that role.

F. Assistant Team Leaders – Assistant Team leaders are selected by the Team Leader, Deputy SWAT Commander, and SWAT Commanders. Assistant Team Leaders shall assist the Team Leader in the operational aspects of the team and in maintaining team discipline and professionalism. Assistant Team Leaders shall assume responsibilities as directed by the Team Leader. Assistant Team Leaders shall be responsible for the officers/deputies assigned to their team. Duties of the Assistant Team Leader include but are not limited to, encouraging and evaluating intra-team communication and advising the Team Leader of team concerns. In the absence of the Team Leader, the SWAT Commander or Deputy SWAT Commander may designate an Assistant Team Leader to assume that role.

G. Tactical Team Members – Team members shall be selected after making application and successfully passing the team's fitness standards, firearms qualification course and an interview panel. Specific information on appointment to the team is identified in section V of this manual. Team members shall, at the direction of the Team Leader and/or Assistant Team Leaders, be responsible for:

- a. Serving as inner perimeter team, arrest team, or react team

- b. Serving as Snipers or Sniper Teams
- c. Evacuating citizens, witnesses, and/or hostages from the inner perimeter or other areas designated by team command
- d. Rescuing a down and injured officer/citizen
- e. Serve as an entry team into the suspect's location
- f. The knowledge, understanding of ,proper use of, and deployment of chemical agents, impact munitions and/or a noise flash diversionary device
- g. Ensuring that they understand their specific role and responsibility as a member of the team and for each mission
- h. Understanding the use of force guidelines, and current case law relating to search & seizure, and the use of specialized equipment.
- i. Providing input to the Team Leader. What kind of input?
- j. Maintain proficiency with their issued firearms

H. Negotiation Team - The negotiations team shall be comprised of a Assistant Team Leader and negotiators selected by the Team Leader, Deputy SWAT Commander, and SWAT Commander. Negotiators will be officers or deputies from the participating agencies who have been trained in crisis negotiations. They shall train with the SWAT team periodically throughout the year as determined by the SWAT Commander and Deputy SWAT Commander. All active negotiations will be under the direction of the Deputy SWAT Commander and SWAT Commander. The primary responsibility of the negotiation team is to establish communications with the suspect(s) and/or emotionally disturbed person(s) and attempt to persuade the suspect(s) to leave their position, release hostages, and/or surrender peacefully to police. Negotiators may also be responsible for witness interviews, intelligence gathering, and other duties as assigned.

1. Roles

- a. The Primary Negotiator shall be responsible for communicating with the suspect(s). In the absence of specific instructions from the Negotiations Assistant Team Leader, Deputy SWAT Commander, or SWAT Commander, the lead negotiator shall use tactics or methods to communicate with the suspect, which the negotiator's training and experience suggest would be appropriate.
- b. The Secondary/Coach Negotiator shall be responsible for assisting and monitoring the Primary Negotiator.
Secondary/Coach Negotiators are generally the conduit of information for the Primary Negotiator.
- c. The Scribe is responsible for recording negotiations information and relaying it to the Liaison and Assistant Team Leader.
- d. The Liaison relays pertinent information between the negotiations and the Tactical

Operations Center (TOC).

e. Intelligence Officer(s) gathers and communicates information for use by the TOC and Negotiators.

f. The Assistant Team Leader is responsible for the negotiations operation and is under the direction of the Deputy SWAT Commander and SWAT Commander.

2. The equipment needed to communicate with the suspect(s) shall include a tape/voice recorder, telephones, throw phone, hailers and any other equipment needed to communicate with the suspect(s) and the negotiations command post. This equipment should be set-up and deployed by other trained Negotiations Team personnel, who may also be assigned to interview witnesses, gather intelligence or perform the other duties related to Negotiation Team operations

3. The deployment/delivery of the negotiation equipment to the suspect location or other locations, which would unnecessarily put negotiators or other individuals in danger, shall be done by SWAT team personnel.

4. Due to the specialized training and skill sets required for appointment to the Negotiation Team, assignment of Negotiation Team personnel to specific duties within that unit during events should be at the discretion and direction of the Negotiations Assistant Team Leader or their designee.

5. The Negotiations Team should operate from a location separate from the TOC and ICP, but maintain close communication with the Deputy SWAT Commander and SWAT Commander.

I. Sniper Teams – A sniper is a long-range rifle marksman of the SWAT team. A sniper team is made up of two team members. When employed in teams, each member must be fully capable with his assigned weapon. The snipers shall function either as a team or individually as the situation dictates. Sniper(s) will be deployed as part of SWAT operations. As such, snipers will be under the direction of the Assistant Team Leader, Team Leader, Deputy SWAT Commander, and the SWAT Commander. Members of the sniper team must have excellent judgment and marksmanship skills. He must be able to carry out an order without regard to personal feelings when called upon to do so. He must have patience and decision making capabilities. Additional duties of the sniper team include but are not limited to the following:

1. Gather intelligence of the crisis site via reconnaissance of the planned objective area and suspect.
2. Provide cover and security for the entry team's approach and escape route(s).
3. Eliminate the threat of a suspect by that force necessary to protect life when authorized by

command level officer to do so, or when the situation dictates that action be taken to protect his life or the life of another person.

- J. Public Information Officer (PIO) – The PIO will fall under the supervision of the Incident Commander when Incident Command has been established. The PIO will act as a liaison between Incident Command and the media at an established media staging area that is separate from the incident, the Incident Command Post and the Tactical Operations Center. Press releases of high profile SWAT incidents will be prepared by the PIO of the jurisdiction in which the incident took place.
- K. Tactical Coordinators – Tactical Coordinators are assigned as necessary to assist with TOC operations, radio communication, equipment maintenance, staging area, training, and other duties as assigned by the SWAT Commander or Deputy SWAT Commander. Tactical Coordinators also assist with operating tactical vehicles such as the command post vehicle, DEM command van, and bearcat if they are properly trained in their operation.

III. PHILOSOPHY

By their nature, tactical operations are complex situations and inherently hazardous. The successful management and resolution of an incident often involves the need for decisions that may affect the safety of persons involved. Due to this, all operational/tactical decision making shall be made based on the priorities of life known as the Safety Priorities.

- A. Safety Priorities:
 - 1. Hostages
 - 2. Innocent Persons/Citizens
 - 3. Police Officers
 - 4. Suspects/Subjects
- B. The safety of suspects shall be a consideration; however, the life of a suspect shall not take precedence over the life of hostages, innocent persons/citizens, or police officers, regardless of the state of negotiations or any other activity designed to take the suspect into custody.
- C. Tactical Options

The SWAT team shall attempt to use tactics and contingency planning to have options in place to achieve a successful tactical resolution. The following situations and options are not all inclusive and less lethal options shall always be considered.

- 1. Hostage Situation: In Hostage Situations, negotiations are the preferred method to achieve a resolution; however, the SWAT team should be prepared to implement an immediate tactical option if necessary to protect life.

2. Barricade Situation: Negotiations are the preferred method to achieve a resolution; however, the SWAT team may also utilize an escalation of options which may include, surround and call out, breach and hold, introduction of noise flash diversionary device, introduction of chemical agents and/or less lethal options.

IV. CODE OF CONDUCT

A. Region 1 SWAT members shall conduct themselves in a professional manner both on and off duty. Any behavior which discredits the member or team and diminishes the effectiveness of either will be grounds for removal. Examples of such behavior include, but are not limited to:

1. Not reporting for duty (scheduled or call-outs).
2. Dishonesty.
3. Insubordination.

B. Service with the Region 1 SWAT team is a privilege, and accordingly, issues concerning conduct shall be decided on behalf of the team, and the impact such conduct has on the following unit priorities:

- Unquestioned integrity.
- Discipline.
- Professionalism.
- Tactical preparedness.
- Physical fitness.

V. SELECTION TO THE SWAT TEAM

The Region 1 SWAT Inter-local Agreement (ILA) shall determine the number of officers/deputies assigned to Region 1 SWAT. When a position on the SWAT team becomes available, the vacancy may be filled by an officer or deputy from a selection process pursuant to a call for applications. All vacancies will be filled pursuant to applicable labor agreements. The selection of an officer or deputy is ultimately the decision of the SWAT Commander(s) subject to approval by the Sheriff or Chief of Police of the member's agency.

A. Tactical - The following requirements shall be adhered to prior to appointment:

1. Minimum Qualifications: The candidate must not be on a probationary status, have no known medical or psychological impairments, be physically fit, be team oriented, exhibit good judgment and common sense, demonstrate superior marksmanship skills and a willingness and capability to fully dedicate time to training. Additional requirements by the employing agency may be

required.

2. Physical Fitness Standards: Candidates must be able to successfully pass the established physical fitness test prior to appointment to the team.
(See Appendix A)
3. Firearms Proficiency: Candidate testing shall consist of the standard Region 1 SWAT handgun qualification course, which shall be conducted by a member of the Region 1 SWAT firearm's staff. The candidate must be able to pass the Region 1 SWAT Handgun qualification course with a minimum of 90 percent. (See Appendix F)
4. Oral Interview: Pass an oral board consisting of the current SWAT Commander, Deputy SWAT Commander, Team Leader, Assistant Team Leaders, or other team personnel.
5. FTO & Probation: Once selected and appointed to the SWAT team, new tactical team members must successfully complete SWAT basic training (Outlined in section VI of this manual) and the designated SWAT training program. This program shall last between 6 and 12 months. If the probationary team member completes the training program then he shall be designated a deployable team member in good standing.

B. Hostage Negotiators - Qualifications will be the same as for tactical personnel with the exception of the physical fitness and firearms proficiency.

C. Tactical Coordinators - Qualifications will be the same as for tactical personnel with the exception of the physical fitness and firearms proficiency.

D. Terms of Appointment - The length of appointment to the SWAT team is at the discretion of the Chief of Police or Sheriff. Failure to maintain required standards, attend training as scheduled (without excuse) or any other deficiency in performance that indicates a lack of skill, judgment or team orientation can be cause for immediate suspension or removal from the team. Any action with regard to suspension or removal from the team shall be the responsibility of the SWAT Commander with the approval of the Sheriff or Chief of Police of the member's agency. The SWAT Commander shall provide a full report to the Sheriff or Chief of Police of the member's agency, with a recommendation and supporting documentation.

E. Leave of Absence – With the approval of the SWAT Commander, any team member in good standing may be granted a leave of absence up to one hundred and eighty (180) days.

1. During any leave of absence, a member shall be placed on inactive status and suspended from participating in tactical missions.
2. Normally, no more than one (1) team member shall be allowed a leave of absence at any one time.
3. Upon return, the member shall be required to pass the physical fitness standards and the firearms

proficiency test prior to full reinstatement to the team. Members who take an extended leave of absence may also be evaluated for operational readiness.

F. Medical Leave

1. A team member who is unavailable due to extended illness or injury shall be placed on inactive status until re-instated by their agency.
2. If an illness, injury, or other circumstance requires a leave of absence longer than sixty (60) days, the member will be required to meet the physical fitness standards and firearms proficiency requirements prior to full reinstatement to the team.
3. A medical leave of absence longer than one hundred and eighty (180) days is at the discretion of the SWAT Commander with the approval of the Chief of Police or Sheriff of the member's agency.

G. Physical Fitness Standards - Each tactical team member shall be required to successfully pass the established physical fitness standards on a quarterly basis (See Appendix A). Testing shall be administered by the Team Leader or his designee.

1. If a team member is absent during physical fitness testing, they are required to complete the test on or before their next scheduled SWAT training session while verified by another Region 1 SWAT Team member.
2. Team members who fail to meet the physical fitness standards shall be given 30 days in which to successfully pass the physical fitness test. If the team member fails the re-test they shall be automatically placed on inactive status. The team member has until the end of the next training quarter to pass the physical fitness standards or membership with the team may be terminated. Any action in this regard shall be the ultimate decision of the SWAT Commander.

VI. TRAINING

All SWAT team members shall be required to attend scheduled training unless otherwise excused by the SWAT Commander or Deputy SWAT Commander. Failure to attend more than two scheduled trainings per quarter, or six trainings per year, will be reviewed by the SWAT Commander which could result in removal from the team unless prior approval had been granted. Removal from the team may only be determined by the SWAT Commander and the Chief of Police or Sheriff of the member's agency.

A. SWAT Tactical Members - All SWAT Tactical members shall attend and successfully complete the SWAT Basic Course offered by the Washington State Training Commission or a comparable basic SWAT course as determined by the SWAT Commander prior to being fully operational. This requirement would not preclude the TOC from assigning a "Non-fully operational" SWAT member to outer perimeter or other duties which would support the mission. The SWAT team shall train an average

of sixteen (16) hours monthly, which includes monthly training dates, multi-day trainings, and annual training.

- Firearms training shall be conducted by an approved firearms instructor. Training shall emphasize accuracy and proficiency with any weapon assigned to the member. The SWAT Commander shall ensure that each team member is competent and accurate with his assigned weapon(s). Any deficiencies in firearms skills, which cause the member to fail the quarterly qualification course and two re-tests on that day, shall be noted and further training shall be required and documented. Until such time the member can be remediated and retested he shall be placed on inactive status. Failure to qualify at two consecutive firearms qualifications shall be reviewed by the SWAT Commander which could result in removal from the team. Removal from the team may only be determined by the SWAT Commander and the Chief of Police or Sheriff of the member's agency.

Firearms inspections shall be periodically conducted by each member's department armorer and serviced as required. The Team Leader or Assistant Team Leaders should inspect weapons monthly. The records of such service shall be kept by each agency.

- B. Sniper Teams - Sniper teams must maintain and know the capabilities of their assigned weapon system. The sniper must be able to establish expertise in marksmanship through constant training on proper fundamentals, shooting platforms and single object concentration for an accurate shot.

1. The Sniper Teams shall shoot once per month and each sniper shall be required to attend and complete basic sniper marksman training offered by the Washington State Training Commission or a comparable course as determined by the SWAT Commander.
2. Sniper qualifications shall be held quarterly and all snipers must complete and pass all qualifications annually.
3. A shooting log-book shall be maintained by each sniper documenting the training done with his assigned weapon system. These books shall be reviewed by the Team Leader on a regular basis, but not less than quarterly.
4. The log shall contain a record of each shot fired in practice.

- C. Negotiators - All negotiators assigned to Region 1 SWAT will attend a minimum of Level 1 Crisis Negotiations training or equivalent prior to being utilized in negotiations. Additional training may be required at the discretion of the Negotiations Assistant Team Leader or the SWAT Commander. The Negotiations Team should conduct training monthly and should be incorporated into quarterly training scenarios

- D. Training Records - The Team Leader or his designee shall ensure that training records, for team training, are kept for each training session with an explanation of training completed and the number of training hours spent. This shall include the approved lesson plan and qualification course description. These

records will be maintained in a team training binder/folder and stored at the Team Leader's agency. Records of individual training authorized by individual agencies shall be maintained by that agency. Additional training record keeping requirements may be imposed by each individual agency.

VII. EQUIPMENT

- A. Storage - It is the responsibility of the Team Leader to ensure that all equipment specifically used by the SWAT team is stored in secured locations that allow for access during call-out situations. It is the responsibility of each team member to bring all equipment provided to them to all call-outs and trainings.
- B. Maintenance - All equipment assigned to the SWAT team and individual team members shall be kept in good, operable condition at all times. Weapons issued to and used by specific team members shall be kept clean and operational. No modifications or additions to any uniform, team equipment or weapon system shall be made without the approval of the SWAT Commander.
- C. Acquisition - All equipment needs shall be brought to the SWAT Commander's attention. It shall be the responsibility of the SWAT Commander, Deputy SWAT Commander, Team Leader and Assistant Team Leaders to annually review the equipment needs of the SWAT team. The SWAT Commander shall present those needs in the form of a budget proposal to the executive board for their review/approval. Individual equipment (boots, BDU's, etc.) shall be replaced in accordance with individual agency policies and labor agreements.

VIII. TEAM WEAPONS

- A. General - Each member of the SWAT team is required to carry their department issued handgun on all SWAT call-outs. Team members should be issued high capacity semi-automatic handguns. Authorization to carry any other weapon must be obtained from the SWAT Commander. The SWAT team is also authorized to utilize the following weapons, which shall be used in compliance with each operator's department policies and in accordance with the training they received on the weapon system:
 1. AR-15/M-4 style rifle in 5.56 mm (NATO)/.223 calibers
 - The weapon can be equipped with a selective fire trigger group. It is generally carried by designated personnel who engage in inner perimeter assignments, warrant service, emergency action team and SWAT entry.
 2. .308 cal. Rifle System
 - The primary weapon used by the sniper team(s) is a .308 caliber rifle. The rifle may be equipped with a commercially produced suppressor and night vision device is approved by the SWAT Commander and the member's agency. A rifle system is assigned to a specific member of the sniper team. The rifle system shall be used only by the team member

assigned to it and who has trained and qualified with that particular weapon.

3. 12-gauge shotgun

- The 12-gauge shotgun is assigned to a specific team member and is used for breaching and less lethal applications. The type of ammunition that shall be used shall be determined by the assigned team member and approved by the SWAT Commander.

4. 37/40 MM Launcher(s)

- The 37/40 MM launchers can be used to deploy a wide variety of less-lethal munitions or chemicals (OC, CS) at a distance. Region 1 SWAT utilizes multi-launcher weapons in addition to single shot launchers. The Team Leader shall dedicate one launcher for less lethal applications and a separate launcher as a distinct gas deployment system. Members assigned the 37/40 MM launching systems shall have been trained in their use and deployment characteristics.

5. Pepperball launcher(s)

- The Pepperball launcher is used to deploy a variety of projectiles including live pepper (OC), glass breaking and inert training rounds. The launcher is a semi-automatic open bolt blow-back design powered by a high pressure air bottle. Members assigned the Pepperball launching systems shall be trained in their use and deployment characteristics.

6. .50 cal. Rifle System

- The Barrett Model 99 .50 caliber single shot bolt action rifle is assigned to the Sniper Team. The rifle system shall only be used by Sniper team members who have trained and qualified with the weapon.

B. Weapon Utilization - A weapons assessment shall be made by the Team Leader during tactical planning for each mission and shall be reviewed by the SWAT Commander.

C. Weapon Inspection and Maintenance – It shall be the responsibility of individual team members to properly maintain and clean weapons assigned to them. An approved armorer shall be responsible for routine inspections and maintenance of all team and individual weapons as directed by the Team Leader.

D. Any test and evaluation or deployment of new weapons, accessories, or equipment requires the approval of the SWAT Commander or Deputy SWAT Commander.

E. Any team member that wishes to carry their own personal firearm for use on the tactical team must have that firearm inspected and approved for use by their department's range master.

F. Any team member wishing to add equipment to their department issued firearm must be with the approval of their department's range master, the SWAT Commander, and the Deputy SWAT Commander.

Examples of added equipment could be but are not limited to: light systems, grips, flash suppressors, and slings.

VIX. PROCEDURES FOR ACTIVATING SWAT

A. General – SWAT team activation shall take precedence over all other non-emergency assignments within the member agencies. The SWAT team is a resource available 24 hours per day to operations and investigations supervisors, as well as officers in special circumstances. When a supervisor or command level officer has determined that there is a need to call out the SWAT team, that supervisor shall notify Sno-Pac who shall notify the SWAT Commander, Deputy SWAT Commander, and others via the RAVE notification system. The supervisor shall provide Sno-Pac with on-scene contact information. An exception to this would be a hostage situation, which would authorize any officer on scene the ability to request, through Sno-Pac, a SWAT response. The SWAT Commander shall contact a command level officer of the jurisdiction requesting the team. Final determination and authorization to mobilize the SWAT team shall be made by the SWAT Commander and the Police Chief, Sheriff or designee of the jurisdiction in which the incident is occurring.

1. The SWAT Commander and the Deputy SWAT Commander shall have the option to order a limited call-out of the team if the situation is such that the incident does not require the need for the entire team to respond. In most cases, a limited call-out shall be defined as only enough team members necessary to carry out the mission. This may involve high-risk arrest/search warrant services. The SWAT Commander and Deputy SWAT Commander shall take this into account when assessing the situation. If possible, the Deputy SWAT Commander or SWAT Commander shall make use of on-duty SWAT team members in the jurisdiction of the incident when a limited call-out is initiated. The activation of negotiators in these instances will be situation dependent at the discretion of the SWAT Commander in consultation with the Deputy SWAT Commander.
2. When notified of a call-out, all team members shall call an established contact number to obtain more information related to the incident and response. Members shall report for each tactical mission (call-out) in a timely and safe manner.

If a member does not respond when called out, the reason shall be submitted in writing to the Deputy SWAT Commander who shall in turn advise the SWAT Commander. The SWAT Commander and Deputy SWAT Commander shall review reasons for failing to respond to call-outs and make a recommendation regarding action (if appropriate) to that member's department head. Missing three or more call-outs each year without cause may be reason for removal from the team.

B. Types of SWAT Situations - The SWAT team is specially trained to handle the following types of situations:

- Barricaded Subject - No Hostage
- Barricaded Subject - W/Hostage
- Suicidal Armed Barricaded Subject
- High Risk Warrant Service
- Active Shooter
- Sniper Situations
- High Risk/Unknown Risk Search Warrant Service
- High Risk Apprehension
- High Risk Surveillance
- Dignitary Protection

C. Criteria for Call-Out - The SWAT team may be called out when the above situations involve the following criteria:

1. Barricaded subject with/without hostage:

- Suspect is, or is believed to be armed.
- Suspect refuses to surrender and/or;
- Situation requires negotiation by experienced negotiators to compel surrender and/or;
- Suspect has made direct threats to inflict injury to any person (other than self) and/or;
- Suspect's action(s) indicates a propensity for or a willingness to commit an act of violence.
- Suspect has committed a crime.

2. Suicidal Person (Dependent on Situation):

- Is about to attempt suicide and is/or believed to be armed
- Has made threats to commit suicide and do serious harm to other persons.
- Situations requiring negotiation by experienced negotiators to compel surrender.

3. High Risk Search/Apprehension Warrants:

- A risk analysis (see Appendix C) for a planned warrant service indicates that the

team should be used and/or;

- Reliable information indicates that the suspect (s) are armed and/or reliable information indicates that the suspect(s) have a propensity toward or a willingness to commit acts of violence and/or;
- Warrant service is a result of a crime of violence having been committed.

4. Active Shooter

- Suspect is armed
- Suspect is actively shooting or engaging innocent persons with gunfire

5. Sniper

- Suspect is engaging other persons with gunfire
- Suspect is stationary, concealed from view, or unknown

6. High Risk Surveillance

- Surveillance of persons with known violent tendencies or
- Surveillance of crime suspect involved in violent criminal act

7. Personnel Protection

- Close in security of dignitaries or
- Escorting of VIP personnel

D. Team Arrival - As team members arrive at the designated location the Deputy SWAT Commander shall ensure that all necessary equipment and personnel are on hand and operational. The Team Leader or Assistant Team Leader(s), which ever arrives first, shall be responsible for meeting with the supervisor on scene and obtaining information necessary to prepare a briefing and action plan to the SWAT Commander. The Team Leader shall ensure that as team members arrive at the site they shall be formed into a team(s) and shall prepare themselves to handle the following situations:

- Containment of area and establishing inner perimeter.
- Emergency arrests.
- Hostage rescue.
- Downed/injured civilian or officer rescue.

- Emergency evacuation of civilians.

- Emergency Entries.

E. Team Deployment - Prior to deployment of team members to the crisis site the Team Leader shall ensure that each team member is aware of his responsibility and position. Also a verbal rehearsal of orders issued shall be done. If the mission requires, a physical rehearsal shall be accomplished if time and conditions allow. The Deputy SWAT Commander shall ensure that the following has been accomplished:

- Sleep log/fitness check

- Weapons check/inspection has been done.

- Radio check.

- Uniform check.

- General equipment check.

- Mission specific equipment check.

- Operational Plans - An operational plan shall be completed for all planned operations. These plans shall be retained by the Team Leader's agency along with all associated documents reference risk assessment and operational issues in compliance with record retention standards. Additionally, a police report specific to team operations and deployment shall be completed by the Team Leader or designee within five days after the operation or deployment is finished. A copy of this report shall be forwarded to the SWAT Commander and to the jurisdiction of the incident. A copy of this report shall be maintained as part of the team file. All team members shall submit a statement or follow-up report with regard to his involvement in the operation and submit it to the Team Leader for incorporation into the police report. If an investigation requires a report from a team member, a copy shall be given to the lead investigator prior to the team member securing. The Deputy SWAT Commander will ensure Use of Force reports are completed according the member's agency guidelines and procedures. For all deadly force incidents, the SMART protocol will apply. All written records/reports shall be maintained at a centralized location as determined by the Executive Board and follow proper records retention guidelines.

Response to public disclosure requests will be coordinated between the agency receiving the request, the agencies effected by the request and the Deputy SWAT Commander's agency where the team training,

operational planning and after-action reports are maintained. Refer to section XVII for specific information regarding public disclosure.

F. Mutual Aid Responses - When an outside agency requests assistance from Region 1 SWAT, that request must come from the department head or command level officer from the jurisdiction in which the incident is occurring. The request must be directed to the SWAT Commander via Sno-Pac. Without exception, the situation which creates the request for Region 1 SWAT from outside agencies must meet the criteria for call-out as outlined in this manual. A Threat Assessment form (see Appendix C) shall be filled out for planned operations and the SWAT Commander and Deputy SWAT Commander shall carefully review and analyze the information provided for its veracity, reliability and applicability to the use of Region 1 SWAT. Approval for the use of the SWAT team on mutual aid responses shall reside with the SWAT Commander. Notification of the activation shall be made to the Sheriff and Chief of Police or designees as soon as practical. If approved, the SWAT Commander shall respond to the scene with the SWAT team. If possible the SWAT Commander and Deputy SWAT Commander shall respond to the incident scene and make any further determination as to the need for the SWAT team and to ensure that the request is in compliance with this portion of the SWAT manual.

When out of jurisdiction on a mutual aid response, all portions of this manual shall still be in effect for Region 1 SWAT and apply to the situation. Once deployed, the SWAT Commander and Deputy SWAT Commander shall be in command of Region 1 SWAT and in command of the tactical resolution to the extent practical. It is understood that the SWAT Commander is authorized to withdraw Region 1 SWAT from any scene while on mutual aid at any time if events or circumstances occur which are deemed to create unnecessary risk or liability to the team and agencies represented on the SWAT team.

If it becomes necessary for the Region 1 SWAT team to request mutual aid from another tactical unit, a recommendation shall be made by the SWAT Commander to the Chief of Police, Sheriff or a command level officer of the jurisdiction in which the incident is occurring and the final decision shall be made by him. If a request is made it shall be made to the department head or command level officer of the jurisdiction in which the requested unit is from.

X. TACTICAL OPERATIONS CENTER (TOC)

- A. Tactical Operations Center (TOC) is staffed by officers or deputies that are task oriented, and trained in tactical coordination concepts. The TOC should be the location where intelligence is gathered, processed, analyzed and disseminated to those who have a need for the information. It is a place where intelligence and information is applied toward a plan of action and critical decision making takes place.
- B. The TOC shall be utilized in all SWAT operations. The degree of operations and activities within the TOC shall be dictated by the nature of the incident.

C. The TOC location shall be determined by the SWAT Commander or the Deputy SWAT Commander, whoever arrives at the incident first. If an incident command post has already been established by a supervisor or command level officer of the jurisdiction in which the incident is occurring, then the SWAT Commander shall insure the TOC is in close proximity to the incident command post but at a distinct and separate location.

D. The TOC should be located close to where the incident is occurring, outside of the inner perimeter and away from the suspects' line of fire and sight. It should, however, be close enough that if a visual perception of the scene is necessary it can be accomplished with little risk and in a timely manner and allow for rapid access to key personnel working on the crisis site.

E. The TOC is the nerve center for the handling of tactical operations. On scene supervisors and command officers shall operate out of the incident command post. In selecting the TOC the following considerations should be made:

- Room enough for several people to operate out of.
- Room for map boards, photograph display, diagrams and other pertinent information.
- Communications equipment capabilities to include:
 - Encrypted and non-encrypted radio communications capability,
 - Multiple telephone capability,
- Close proximity to available restroom facilities
- Readily accessible to all key personnel.
- Sufficient parking.
- Low stress environment with low ambient noise, un-crowded and uncluttered.
- Offers protection from elements.

F. Personnel within the TOC shall be limited to those individuals with specific responsibilities which require them to be at or in the TOC. Essential command level personnel shall have access to the TOC but otherwise should be located at the incident command post. The SWAT Commander shall be responsible for the organization of the TOC.

G. Media personnel shall be strictly prohibited from entering the TOC or the incident command post and shall be directed to the PIO. A PIO will be assigned by Incident Commander if the jurisdictional PIO is not present.

XI. STAGING AREA

- A. The staging area should be located close to but separate from the TOC. The staging area provides a location for arriving units to meet and be briefed on the situation and what the specific assignments and responsibilities shall be. Initially, team vehicles and equipment shall be located at the staging location.
- B. The SWAT Commander shall establish an appropriate staging area on his arrival to the scene and team members shall be directed to the staging area on their arrival.
- C. If possible, a TOC support person should be designated as the staging area supervisor. Units and officers arriving at the staging area should report to the staging area and a log of each arrival and time shall be kept. The staging area supervisor shall be in contact with the TOC, advising TOC personnel of the different units that have arrived and obtain assignments for them. A log of that unit/officers responsibility and time the unit/officer began their assignment shall be kept.
- D. The media shall be prohibited from entering the staging area.

XII. USE OF FORCE

- A. Use of force is dictated by law and individual department policies. All team members shall comply with applicable law and department policy when applying any force during a SWAT operation. All SWAT team members, once deployed, are to maintain fire discipline unless a specific order is given authorizing the use of force or unless confronted with a situation as stated below in section C, Use of Deadly Force.
- B. Generally, only SWAT team members that are deployed shall be the primary officers authorized to use force, specifically the use of deadly force, on a suspect. If any officer who is not a SWAT member is confronted with a situation in which there is a specific need to use force, they may do so following applicable law and policy.
- C. Use of Deadly Force - All SWAT team members are authorized to use deadly force without prior authorization if it is necessary to protect himself, another officer, or a third party from imminent death or serious injury. In all cases, the use of deadly force shall be in compliance with applicable law and department policies.
 1. Under certain situations, a decision to proactively use deadly force may occur when it appears reasonable and necessary that only by the use of deadly force can a situation be resolved to ensure that death or serious injury does not occur to any innocent individual. That decision shall

generally apply to suspects who have or are about to carry out a threat against a hostage or third party or who have demonstrated through action and/or verbal threats the intent to inflict death or serious bodily injury to a police officer or third party.

2. Authorization to proactively use deadly force may be the responsibility of a sniper team or any SWAT team member. Such authorization shall generally come from the jurisdiction in which the incident is occurring through SWAT command. In all cases, the use of deadly force shall be in compliance with law and applicable department policies.

XIII. USE OF CHEMICAL AGENTS/DISTRACTION AND CONCEALMENT DEVICES

- A. General – Chemical agents, distraction devices and concealment devices are less-lethal uses of force, which are generally safe to deploy. Utilization of any of these tools, absent exigent circumstances, shall be based upon tactical necessity and approved by the SWAT Commander. All chemical agent, distraction devices, and concealment devices will be identified as part of the operational plan.
- B. Delivery of Chemical Agent - Chemical agents can be delivered via 37/40mm size round, hand thrown delivery or other team approved delivery systems. Authorization to deliver chemical agents shall be made by the SWAT Commander. If time permits fire department personnel shall be on hand before a chemical agent is utilized.
 1. These chemical agents are generally a CS agent, OC agent and smoke devices.
 2. Normally, chemical agents deployed by Region 1 SWAT shall be non-pyrotechnic rounds to reduce the risk of fire. Pyrotechnic devices shall only be deployed if they are done so within a delivery system designed to minimize the hazards of fire ignition.
 3. The agent should be delivered in sufficient concentrations to produce the desired affect; however, it must be kept in mind that excessive uses of chemical agents can be counter-productive. The amount and concentration of chemical agent to be delivered into a room/building shall be determined by a trained chemical agent SWAT member. An evaluation of the building and surrounding area including wind direction and speed shall be made prior to delivery of a chemical agent.
 4. Chemical agents shall be delivered by trained personnel only.
 5. An avenue of escape from the building should be left open to the subject or group effected by the chemical agent if possible so that they may surrender to the team.
 6. If a decision has been made to deploy a chemical agent into a building, consideration should be given to announcing the impending action prior to delivery. This should only be done if there is certainty that such announcement shall not allow the suspect to defend himself against the chemical agent or create a more dangerous environment for team members. Such announcements

shall be made to those inside the building as well as individuals in the surrounding area. This advisement shall not be required if it is determined that it would put the hostage(s), suspect(s) or team members at unnecessary risk.

C. Treatment For Effects of Chemical Agents - When chemical agents are used there shall be aid personnel standing by to treat those effected by the agent if possible. It shall be the responsibility of the inner perimeter units to secure any individual who leaves the target location after chemical agent delivery and to provide them with first aid. Outer perimeter units shall ensure that individuals around the area who are effected by chemical agents are also provided with first aid.

D. Use of Smoke - The use of smoke is generally done for the purposes of concealment or distraction.

Smoke is an effective means to provide concealment to SWAT team members while moving from one point to another and may be authorized by the Team Leader. When using smoke, a determination as to the direction and speed of wind should be made.

1. Smoke devices shall not be used within a building or confined space unless deadly force is authorized. Any other pyrotechnical device shall not be used inside any building or near combustible material unless it is deployed within a protective delivery system.

E. Distraction Devices – Noise & Flash Diversionary Devices (NFDD) are commonly referred to as "flash bangs". They are non-pyrotechnical, non-fragmenting devices designed to create a diversionary and disorientating effect on individuals in a room in which the device is deployed. Before using a distraction device, consideration shall be given to the crime involved, known weapons, officer safety issues, destruction of evidence, number of people involved or if there are any small children present in the room where the device would be deployed. Distraction devices are usually deployed by hand, however, the option to deploy the device by pole may be considered depending upon the circumstances and threat assessment. Only properly trained personnel shall deploy NFDD's, with the authorization from the Assistant Team Leader, Team Leader, Deputy SWAT Commander, or SWAT Commander. NFDD's shall not intentionally be deployed near combustible materials.

XIV. BARRICADED SUBJECT/HOSTAGE SITUATION

A. General - In a barricaded subject situation, with or without a hostage, the main consideration is to be given to the lives of the hostages, civilians and officers involved. Additionally, the safety of the suspect must be considered as well, to the extent that doing so does not create unnecessary risks to the safety and well-being of innocent people and/or police officers.

Whenever possible, enhancing of the prospects of peacefully resolving the incident through negotiation with the suspect shall be a priority. Also, the SWAT Team Leader and command personnel should ensure the development of alternative approaches to resolve the incident should negotiations fail or the situation deteriorates placing the lives of hostages, innocent individuals and officers at risk. In a hostage situation, reasonable efforts shall be made to affect the safe release of the hostages. In barricade situations not

involving hostages, all reasonable efforts shall be made to affect the surrender of the suspect peacefully. In these situations (barricade - no hostage) consideration must be given to the length of time that negotiations shall continue. As more time elapses so does the need to examine alternative measures to affect surrender, i.e., the use of chemical agents.

B. Definitions - For the purpose of this policy the following definitions shall apply:

1. Barricaded Subject - A person who threatens or who has inflicted bodily harm to himself, hostages, officers or other people and/or is reasonably believed to be a threat and has confined himself/herself in a position or location from which he/she shall not voluntarily leave.
2. Hostage - An individual held or controlled by another person, against his/her will by force or threat of force, expressed or implied, as security for the performance of certain acts to achieve specific goals.
3. Inner Perimeter - The physical area immediately surrounding the location occupied by the barricaded subject and which is contained by officers/SWAT team members.
4. Immediate Danger Zone - The physical area within which a barricaded subject can inflict injury or death.
5. Outer Perimeter - The physical area, outside the inner perimeter, over which it is necessary to maintain strict control.

C. Procedures - Upon notification and SWAT team call-out to a barricaded subject/hostage situation the following procedure shall be followed if possible:

1. Once the SWAT Commander, other command level personnel and the Deputy SWAT Commander arrive they shall receive a briefing from the on-scene supervisor so that an overall assessment of the situation can be made.
2. As soon as possible a determination should be made as to the degree to which the suspect(s) have and/or are determined to carry out their threats. Based upon that information a plan of action shall be developed to resolve the situation and keep safe any innocent individual or hostage(s).
3. A field operations plan shall be filled out by the SWAT Commander or Deputy SWAT Commander and shall contain information as to:
 - Overall situation.
 - Subjects involved - suspects, hostages, witnesses. As much information about the suspect as possible and a criminal history check.
 - Weapons known or believed to be involved.

- Crime(s) committed.
- Exact location of the crisis site.
- Start a chronological log of activities.
- Ensure that the area is contained while SWAT team members are arriving.
-
- Assess equipment needs.
- Establish a TOC if not already done, a staging area and an area/site for the negotiators to work from.
- The Deputy SWAT Commander shall pull together all SWAT team personnel, brief them and ensure that they are making themselves ready for deployment.
- The Deputy SWAT Commander shall put together an Immediate Action Team to evacuate citizens, rescue any injured individual(s) and/or make entry if necessary.
- If necessary, deploy sniper teams to do reconnaissance of the area/building involved.
- Attempt to get a floor plan or drawing of the location, including entrances, locations of windows and any other information that might assist the SWAT team should be made as early on in the situation as possible.
- Position assignments shall be made and a verbal rehearsal of each member position and responsibility shall be done. If possible a physical rehearsal shall be done as well.
- When appropriate the SWAT Team Leader shall deploy the SWAT team members to relieve other officers in the inner perimeter with instruction to maintain fire discipline and to contain and control the inner perimeter.
- TOC personnel shall ensure that fire and medical personnel are on scene.
- When the negotiators are in place and ready they are to begin negotiations as soon as possible at the direction of the SWAT Commander.
- The TOC shall ensure that an outer-perimeter is secured and insure the command post maintains that perimeter as well as traffic and crowd control.
- In the event the suspect(s) decide to surrender, that information shall immediately

be given to the TOC by the negotiators.

- Establish an arrest team to take custody of the suspect(s) should he/she surrender.
- Establish an entry team to make entry after suspect(s) surrender.
- The SWAT Commander shall coordinate a relief team for deployment should the incident appear likely to be of extended nature.
- Once the situation is concluded, prevent crowds from approaching the location and secure the scene for investigation and processing.
- All SWAT personnel, negotiators and other personnel as required shall debrief before going home, unless circumstances dictate the debrief be conducted at a later time.

D. In the event a suspect(s) leave their location and attempts to go mobile in any manner, with or without a hostage, they must not be allowed to leave the inner perimeter. If this occurs, the Team Leader shall advise SWAT command. It must be made clear to the suspect(s) that they shall not be allowed to leave the inner perimeter and that they could be subject to a use of force to prevent them from doing so.

XV. HIGH RISK ARREST/SEARCH WARRANT SERVICE

A. General - The SWAT team is available to assist officers/deputies/detectives upon request. The SWAT team shall offer assistance in the service of search warrants, the service of arrest warrants and they shall make high risk apprehensions by providing tactical assistance and securing persons and/or scenes. Any request for the SWAT team to assist in a warrant service situation shall come through the SWAT Commander. Requests shall come from supervisory personnel only. The SWAT Commander shall make necessary notification to the agency in which the service is going to occur and advise the Chief of Police, Sheriff, or command level personnel of the situation. Prior to any request the lead investigator or supervisor shall prepare a risk analysis form (see Appendix C) to be reviewed by the Deputy SWAT Commander and SWAT Commander, and provide a copy of the search/arrest warrant if applicable. After such review, the SWAT Commander shall determine if there is sufficient need for the team and then make the authorization to call-out the team. The decision to deploy the team shall rest with the Chief of Police, Sheriff, or designee of the jurisdiction from which the team is being requested.

B. High Risk Search and Arrest Warrants

1. When preparing a high risk search and/or arrest warrant, the affidavit for the warrant shall be made available to the Deputy SWAT Commander or SWAT Commander. The Deputy SWAT Commander and SWAT Commander shall review the information so as to aid the SWAT team in

preparing the plan for the warrant service. It is recognized that not all search and arrest warrants will require the mobilization of the full Region 1 SWAT Team. Information contained in the affidavit can aid in determining the size of and composition of the entry team and outer containment.

It is required that the lead investigator participate in the briefing of the Deputy SWAT Commander and SWAT commander.

2. When assisting in the service of high risk search warrants, the SWAT team's responsibilities shall include, but not be limited to:
 - Preparing an entry plan, including secondary entry points, appropriate breaching equipment, chemical agents, and the assigning of responsibilities to team members. These assignments shall be carried out by the Deputy SWAT Commander or his/her designee.
 - Once entry is made, the SWAT team shall secure the area and individuals shall be turned over to the investigators responsible for searching the premise or taking subject(s) into custody.
3. In all warrant services, the warrant information shall be verified prior to service. Address information shall be specifically verified with the search warrant affidavit.
4. The suspect(s) location/address shall be verified and a scout team shall be sent to confirm the address information on the warrant and provide any other information relevant to the planning of the warrant service.
5. The Deputy SWAT Commander shall establish a plan of action to include:
 - Overall plan
 - Team Member assignments.
 - Fire discipline.
 - Assign special equipment as necessary.
 - Conduct a Commanders briefing of the plan when possible

C. Containment - The outer-perimeter shall be secured by patrol officers and/or the unit requesting the SWAT team. The inner perimeter shall be secured by SWAT team personnel as manpower and the situation permit. Once the SWAT team makes entry into the objective, no perimeter personnel, inner or outer, shall fire into or around the objective unless it is necessary to protect the life of an officer or innocent individual. If a subject escapes the inner perimeter, normally the SWAT team shall not pursue. Outer perimeter personnel shall effect an arrest, if possible and appropriate. Also, outer-perimeter

personnel shall hold their positions until advised to secure by the SWAT Commander.

D. Service of Search/Arrest Warrants - When serving search/arrest warrants the following guidelines shall be followed:

1. Announce police presence and authority.
2. Wait for a response, as supported by current case law.
3. Effect entry if necessary to achieve mission objective.
4. Search buildings for persons only. The search for evidence shall be conducted by the unit holding the warrant, after SWAT has secured the premises and the person(s) therein.
5. Secure persons and premises for the requesting unit/investigators.
6. Secure the scene after ensuring that all necessary units have been replaced by the requesting unit personnel.
7. In serving arrest warrants, it is advisable to notify the negotiation team to make themselves available by phone if needed.
8. Upon approval by the Incident Commander to deploy the team, the SWAT Commander, when present, shall be in charge until he relinquishes command to other personnel.

E. In the event the warrant service is for a location other than the City of Everett or unincorporated Snohomish County, the following procedure shall be followed:

1. Make a determination as to if the jurisdiction in which the warrant shall be served has a SWAT unit.
2. If there is availability of a SWAT team in the jurisdiction of service then that jurisdiction shall be approached and Region 1 SWAT shall not serve the warrant unless there is a specific request for mutual aid. The SWAT team of jurisdiction has the first right of refusal, and if refused, Region 1 SWAT may opt to serve the warrant.
3. In most instances where high risk warrant services fall outside of Region 1's jurisdiction, our SWAT team shall not be used unless prior authorization is granted or there is a specific request for mutual aid.

XVI. CHANGE OF COMMAND

Should the duration or nature of an incident expand beyond the ability of Region 1 SWAT to resolve, the SWAT Commander shall notify Incident Command to request the assistance of another jurisdiction's SWAT team. Region 1 SWAT shall maintain control of the situation until the relief team command has been briefed, developed their operational plan and deployed their team members so that our team may safely stand down while the situation at hand is controlled by the relieving team. Contingencies shall then be made to redeploy Region 1 SWAT, as relief to the new team at a later time, if appropriate. Operational period considerations include weather, staffing, time of day, and operational considerations.

XVII. UNIFORMS

Region 1 SWAT uniforms shall be determined by the Sheriff and Chief of Police. The type, amount, design and configuration of each uniform shall be listed in appendix E. Additionally, there are times when wearing a regular police uniform shirt would be appropriate for the situation and the uniform shirt should also be considered as an alternative uniform that can be worn, particularly when a limited call-out is made and on-duty SWAT team members are used. When serving high-risk search/arrest warrants or when determined to be necessary on other types of SWAT situations all SWAT team members involved in the operation and service shall wear markings that clearly indicate they are police officers. Generally there shall be no exceptions to this unless the Deputy SWAT Commander can articulate a valid reason to do so. (See appendix E)

XVIII. RECORDS MAINTENANCE AND PUBLIC DISCLOSURE

Each party shall maintain all SWAT records pertaining to their own agency's personnel, to include records relating to team training, operational planning and after-action reports. All records possessed by either party shall be retained in accordance with applicable State law. The Everett Police Department shall maintain all training records, operational planning documents and after-action reports of its personnel and the Snohomish County Sheriff's Office shall maintain all training records, operational planning documents and after-action reports of its personnel. All records related to the performance of this Agreement shall be available for full inspection and copying by any participation jurisdiction, but each agency shall retain copies of all records created, owned or used by that agency for the records full retention period.

Response to public disclosure requests will be coordinated between all parties. Upon receipt of a public disclosure request by any participating agency, the Region 1 SWAT Commander will immediately be notified. The SWAT Commander will ensure that all participating agencies are aware of the receipt of the public disclosure request, even when the request is only directed at one member agency. The release of such information shall be coordinated among all participating agencies. The coordination shall include consultation when an agency must produce a record created by another agency prior to producing the record. All participating agencies will follow applicable State laws relating to public disclosure.

When a request is directed at only one member agency, but it is determined that the request requires the responding agency to produce records possessed by other agencies, those other agencies will fully cooperate by providing any responsive records after conducting its own independent search, if required.

When a request is directed to the Region 1 SWAT Team, each participating agency shall conduct its own

independent search of any records in their possession and collect all responsive records pursuant to the request. All member agencies will coordinate the release of responsive records.

The member agencies shall be jointly responsible for any violation of the Public Records Act that occurs in response to a PRA request directed at the Region 1 SWAT team, provided that if it is determined that one agency is solely responsible to a particular violation, that agency shall indemnify the other agency not responsible for the costs and damages resulting.

Each member agency shall be solely liable for any PRA violation in response to a request directed solely at that agency, unless the violation results from the non-responding agency's negligent failure to produce records in the sole possession of the non-responding agency, in which cases both agencies shall be equally liable.

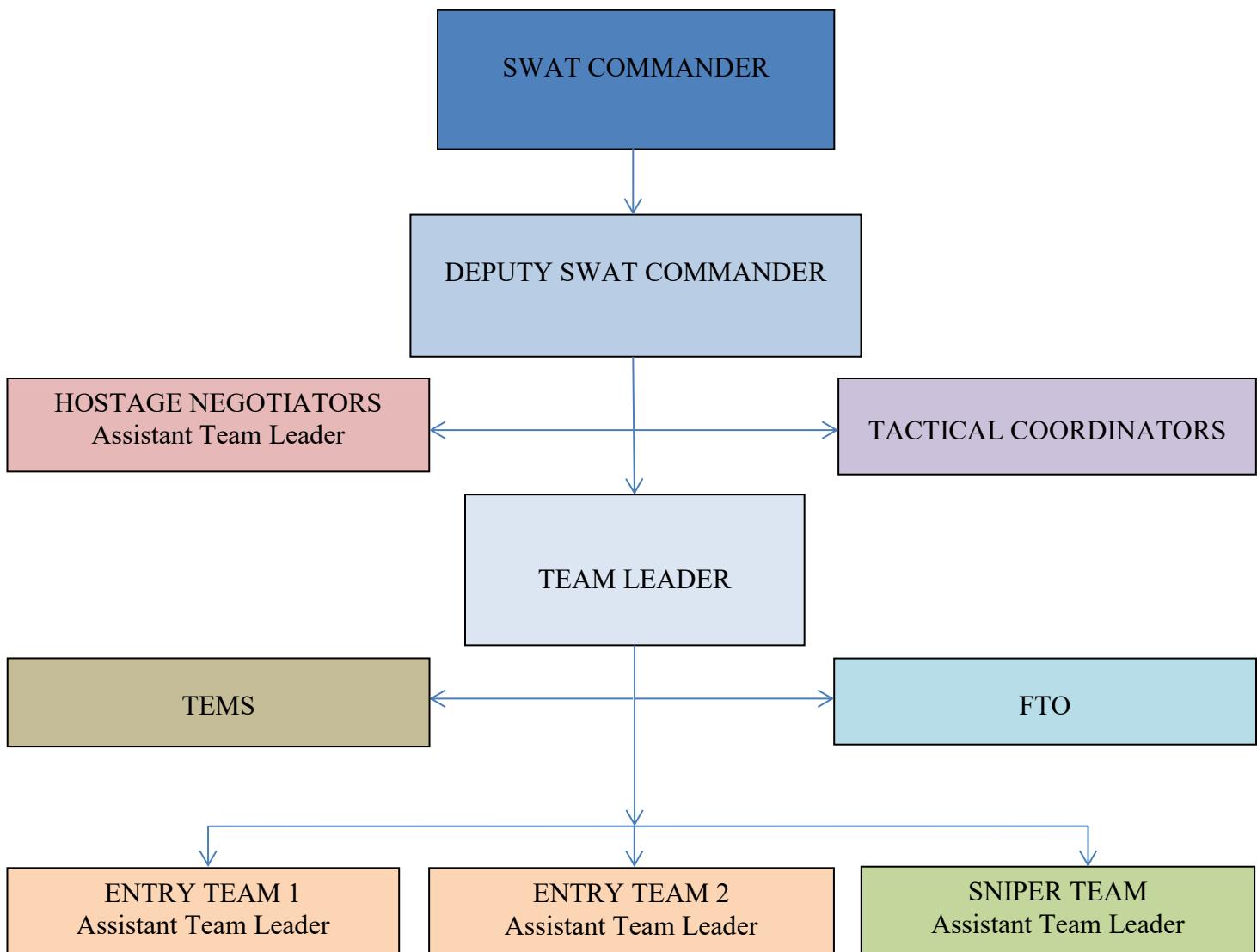
APPENDIX “A”

PHYSICAL FITNESS STANDARDS

Team members must demonstrate a minimum level of physical fitness as identified below:

<u>Event</u>	<u>Description/Minimum</u>
• Pull Ups:	Overhand from a dead hang without a “kick.” (6)
• Sit Ups:	Shoulders and upper back must touch the mat at the bottom. (35 in 60 seconds)
• Push Ups:	Chest must be within 4” of the mat in down position. (35 in 60 seconds)
• Run:	Standard 1 ½ mile. (12:30 max time limit)

APPENDIX "B"
Organizational Chart
REGION 1 SWAT



APPENDIX "C"

Everett Police Department		REGION 1 SWAT		Snohomish County Sheriff's Office																																																																																																																																																																													
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II. Offense Assessment		Yes	No	Unknown	Points
A. Is the offense a felony? <i>If yes, list the offense:</i> <input type="text"/>					
B. Is the offense a violent felony?					
C. Was a weapon used in the commission of the offense?					
D. Were victims injured during the commission of the offense?					
E. Was/were an officer(s) injured during the commission of the offense?					
		Total from "Offense Assessment"			0
III. Weapon Assessment		Yes	No	Unknown	Points
A. Is suspect known or believed to possess:					
1. <i>Rifle - Semi-auto or bolt/lever action</i>					
2. Rifle - full-auto*					
3. <i>Shotgun</i>					
4. <i>Handgun</i>					
5. Explosives*					
6. <i>Knives</i>					
7. <i>Other:</i> <input type="text"/>					
<i>Type:</i> <input type="text"/>					
		Total from "Weapon Assessment"			0
** If "Yes" MANDATORY consultation of SWAT, If "Unknown" 10 points					
IV. Site Assessment		Yes	No	Unknown	Points
A. Are there geographic barriers or considerations? <i>If "yes", describe:</i> <input type="text"/>					
<i>(may include upstairs apartments or rooms, terrain features, etc.)</i>					
B. Is the site fortified?** <i>If "yes", describe:</i> <input type="text"/>					
<i>(may include barricaded doors/windows, burglar bars, etc.)</i>					
C. Does the site have counter surveillance personnel or monitoring devices? <i>If "yes", describe:</i> <input type="text"/>					
<i>(may include cameras, motion sensors, etc.)</i>					
F. Are ARMED counter surveillance personnel present?*					
D. Are there more than 4 adults present at the site?					
E. Are there children, elderly persons, or handicapped persons present at the site? <i>If "yes", describe:</i> <input type="text"/>					
<i>(may include children, elderly persons, or handicapped persons)</i>					
		Total from "Site Assessment"			0
"Yes" = 2 points "No" = 0 points "Unknown" = 1 Point					
** If "Yes" MANDATORY consultation of SWAT, If "Unknown" 10 points					

V. Time Assessment	<12 hrs	12-24 hrs	>24 hrs.	Points			
Time allowed for operational planning:							
	Total from "Time Assessment"			0			
"Less than 12 hours" = 4 points "12-24 hours" = 2 points "Greater than 24 hours" = 0 Point							
** If "Yes" MANDATORY consultation of SWAT, If "Unknown" 10 points							

Threat Assessment Score				
1-16 Points = SWAT Consultation Optional		Total from "Suspect Assessment"	0	
17-24 Points = Consultation Suggested		Total from "Offense Assessment"	0	
25+ Points = Consultation Mandatory		Total from "Weapon Assessment"	0	
SWAT Not Consulted	<input type="checkbox"/>	Total from "Site Assessment"	0	
SWAT Commander Consulted	<input type="checkbox"/>	Total from "Time Assessment"	0	
SWAT Activated	<input type="checkbox"/>	Overall Total	0	

Investigating Officer Signature: _____ ID # _____ Date: _____

Officer Supervisor Signature: _____ ID # _____ Date: _____

SWAT Commander Signature: _____ ID # _____ Date: _____

*All Search Warrants **MUST** have a "Threat Assessment" completed prior to service of the warrant unless exigent circumstances exist for immediate service. Pre-planned operations involving Felony Arrest Warrant(s) **SHOULD** have a "Threat Assessment" completed prior to service IF POSSIBLE.*

*"Threat Assessment" and "Tactical Operations Plan" packages **SHALL** be reviewed by the SWAT Commander or his designee within 24 hours of warrant service. Service packages should include the actual warrant (or hit confirmation), a complete criminal history, and local check on the suspect and any other pertinent information used in completing the "Threat Assessment" for the case.*

APPENDIX “D”

SPECIFIC PROCEDURES/GUIDELINES

S.W.A.T. Call-Out Checklist:

- Establish Command Post
- Call SnoPac / Check call-in line to confirm responding officers
- Notify SnoPac of team member personnel numbers
- Establish staging area
- Assign staging area supervisor
- Assign emergency go Team Leader
- Establish emergency go team
- Establish inner perimeter
- Establish outer perimeter
- Equipment inspections:
 - Weapons
 - Uniforms
 - Radio
 - Mission specific equipment
 - General equipment
- Verbal rehearsal of individual assignments
- Physical rehearsal of mission
- Aid crew advised

APPENDIX "E"

TEAM UNIFORMS, EQUIPMENT AND CONFIGURATION

- A. Each SWAT Tactical team member shall be assigned specific equipment, outside of the officer's standard assigned gear, as needed in general SWAT functions. These basic pieces of safety equipment are as follows:
 - 1. Ballistic tactical entry vest with plates, level IIIA, olive, last name in black on a name tape, affixed to rear. "Police" 2 black on green patches and 2 white on green patches for front and back of vest. 2 (3"X 2") black on green arm patches and 2 (3"X 2") white on green arm patches
 - 2.
 - 3. Kevlar helmet, olive, name stenciled to rear
 - 4. Nomex gloves, black or olive
 - 5. Nomex balaclava, black or olive
 - 6. Ballistic eye protection
 - 7. Tactical handgun, with under gun light, (drop) holster, black or olive, with belt
 - 8. Gas mask with speaker/mic and carrier, black or olive
 - 9. Silent radio equipment – lapel mic and earpiece
- B. The SWAT Team Leader shall maintain an inventory log which indicates the location, amount, maintenance, and inspection of these assigned items to insure they are maintained for operational readiness.
- C. The following BDU's are the authorized uniforms for SWAT:

Tru-Spec TDU Trousers and blouse – olive
Standard BDU trousers and Blouse – olive or black
Digital woodland camouflage uniform - sniper team members
Woodland camouflage – sniper team members

- D. Each SWAT Negotiator shall be issued the following equipment:
 - 1. Encrypted radio
 - 2. Ballistic helmet
 - 3. Gas mask

APPENDIX "F1"
FIREARMS QUALIFICATION
REGION 1 SWAT HANDGUN QUALIFICATION COURSE

1	3 Yards	Draw and fire 4 rds. (Failure drill – 2 Body, 2 Head) Untimed Tactical Reload	4	4 sec.	
2	5 Yards	Draw and fire 3 rds. Strong-hand only. Untimed Tactical Reload	3	5 sec.	
3	5 Yards	Draw, transfer to support hand only and fire 3 rds.	3	8 sec.	
4	7 Yards	Draw and fire 10 rds. Including a Primary Malfunction clearance - (An inert round inserted somewhere into the magazine will be used to simulate the failure to fire). Untimed Tactical Reload	10	15 sec.	
5	10 Yards	Draw and Fire 10 rds. (5 rounds, speed reload, 5 rounds) Untimed Tactical Reload	10	15 sec.	
6	15 Yards	Draw and Fire 10 rds. (5 rounds, speed reload, 5 rounds) Untimed Tactical Reload	10	20 sec.	
7	25 Yards	Draw and fire 10 rds. from barricade, (5 rds left side, timed tactical reload then 5 rds. right side) Untimed Tactical Reload. (Barricade <u>must</u> be used as cover & may be used as support.)	10	60 sec.	
Total shots			50		

1. This course must be completed using the agency patrol duty holster & handgun.
2. The BLEA-2 will be used. The target will be scored using the scoring rings as marked on the silhouette. Hits breaking the scoring line will be awarded the higher point value. Attendees will be given two opportunities to pass the course.
3. A passing score shall be 90% of the total possible points, **(450 out of a possible 500)**. A hit outside the scoring zones but on the silhouette will result in zero points but not constitute a miss. However misses off the silhouette will be result in a disqualification for that attempt. The head shots called for in Sequence #1 below must be within the inner shaded zone on the target.
4. The holster must have all retention devices secured at the beginning of each sequence.
5. Malfunctions are not an excuse or alibi to stop the qualification. If a malfunction occurs, the shooter will clear the malfunction and continue. For the purpose of this examination, a malfunction is an unforeseen mechanical breakage or defect related to the weapon or ammunition and was not shooter induced such as a failure to properly seat the magazine or properly load the handgun. If the shooter was unable to complete the sequence due to a malfunction, they will be allowed to re-shoot the sequence.

APPENDIX "F2"

FIREARMS QUALIFICATION

REGION 1 SWAT RIFLE QUALIFICATION COURSE

- **Rifle is always on SAFE unless firing**
- **All shooting will start from low-ready, standing position**
- **Prior to shooting, shooters will ensure rear iron sight, optic reticle, and front sight are co-witnessed**

Distance	Position	Rounds & sequence	Time
50 Yard line	Prone (Start from standing)	10 rounds	30 sec
25 Yard line	Kneeling (Start from standing)	5 rounds	10 sec
15 Yard line	Standing	5 rounds	10 sec
10 Yard line	Standing	5 rounds	6 sec
7 Yard line	Standing	5 rounds	6 sec
5 Yard Line	Standing	5 rounds	6 sec
3 Yard Line	Standing	5 rounds	4 sec

40 Rounds total

Target: BLEA-2

Scoring: All hits in the "Ten" zone (chest and/or head) are ten (10) points. All hits in the "Seven" zone are seven (7) points. All hits in the "Three" zone are three (3) points. Any hit touching the scoring rings of the next higher point value shall be counted at that value. Any hit outside of the scoring ring but still in shaded portion of the silhouette are scored as "Zero" (0). Misses or hits on any white part of the target or off the silhouette are counted as an automatic "Disqualification" (DQ).

Passing Score: Maximum score: 400 points
Minimum passing score: 360 points (90%)

Equipment: All shooters will, at a minimum, be equipped with the following gear: 1) Ballistic vest, 2) gun belt, 3) extra magazines, 4) Eye and ear protection.

APPENDIX "F3"

FIREARMS QUALIFICATION

REGION 1 SWAT SNIPER RIFLE (.308) QUALIFICATION COURSE

First Phase: Cold bore shot from 100 yards at a 3 inch circle. Round must impact within the 3 inch circle. Any shooting position and front (bipods or back pack) and rear support (bean bag) are authorized. One minute time limit.

Second Phase: Four round follow up group shot from 100 yards. All rounds must be within one MOA using a black one inch square as an aiming point. Any shooting position and front and rear support are authorized. Three minute time limit.

Third Phase: Five round group shooting from the shooter's weak side from 100 yards shooting at a three inch circle. All rounds must impact within the three inch circle. Any shooting position utilizing the shooter's weak side and front and rear support are authorized. Three minute time limit.

Fourth Phase: The target is a human silhouette marked with an "X" ring, 9 ring, and 8 ring. 10 shots are fired from 100 yards within 10 minutes. Five of the rounds can be fired from a prone position, but with no front or rear support (no bipods, back pack, or bean bags). The other five rounds can be fired from any position except prone (sitting, kneeling, standing, etc). The shooters rounds are kept 50 yards to the rear of the firing line. The shooter has to retrieve one round at a time, therefore the shooter runs 100 yards between each round fired.

Scoring:

First Phase: -5 points if not with in the 3 inch circle.

Second Phase: -5 points if the four round group is not MOA.

Third Phase: -5 points if the five rounds are not with in the 3 inch circle.

Fourth Phase: - 5 points for each round outside the 8 ring. The shooter is disqualified if a round misses the silhouette. All ten rounds must be on the silhouette.

If the shooter loses more than 10 points the shooter has failed.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: May 23, 2017

Subject: South Lake Stevens Road Shoulder Improvement – Design Authorization

Contact	Budget
Person/Department: <u>Cory Nau, Senior Engineer</u>	Impact: <u>\$23,000.00</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Professional Services Agreement with CHS Engineers to design the South Lake Stevens Shoulder Widening for an amount of \$23,000.00 and approve a management reserve of \$3,450.00.

SUMMARY/BACKGROUND: This project will result in construction of a widened shoulder for South Lake Stevens Road to the South/East of the existing pavement from immediately north of the intersection at S. Davies Road, and continuing northerly and easterly approximately 2,300 feet along the northbound travel lane. In addition, this project will complete storm drainage improvements as necessary to address stormwater conveyance presently accomplished by open ditches, limited culverts, and conveyance piping in the area to be widened.

South Lake Stevens Road in this area was identified as a safety concern for vehicles running off the roadway as there is very limited navigable paved shoulder. This roadway serves as a popular thoroughfare for vehicles travelling the south end of the lake.

The South Lake Stevens Shoulder Widening project was identified as a priority project by the City Council and included in the 2017 budget for \$480,000.00. The product provided by CHS Engineers will provide a construction bid ready document including, but not limited to plans and specifications. The timing for completion of the bid package is 2 months which will allow this project to be ready for construction in the 2017 season. The \$3,450.00 management reserve is to allow staff the ability to address changes administratively to keep the project on task.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: Identified in the \$2017 budget for \$480,000.00 Capital Purchases

ATTACHMENTS:

- Attachment A: Supplemental Agreement No. 1

ATTACHMENT A

**SUPPLEMENTAL AGREEMENT NO. 1
TO MASTER ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LAKE STEVENS AND CHS ENGINEERS
FOR ENGINEERING CONSULTANT SERVICES FOR THE
SOUTH LAKE STEVENS ROAD SHOULDER WIDENING PROJECT**

This Supplemental Agreement No. 1 is made and entered into on the _____ day of May 2017, between the City of Lake Stevens, hereinafter called the "City" and CHS Engineers, hereinafter called the "Consultant."

This agreement is made pursuant to and in compliance with the Master On-Call Professional Services Agreement for Engineering Consultant Services dated 29 January 2016 and RCW 39.80 entitled "Contracts for Architectural and Engineering Services" following a Request for Qualifications awarded on 12 January 2016.

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for On-Call Engineering Services, hereinafter called the "Project," said Agreement being dated 29 January 2016; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to prepare the Plans, Specification and Estimate for a construction bid ready package for the South Lake Stevens Road Shoulder Widening Project and to amend the maximum 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 January 29, 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 the Scope of Services as described in **Exhibit A**, attached hereto and by this reference made part of this Supplemental Agreement No. 1.

2. Article IV of the Original Master On-Call Professional Services Agreement, "OBLIGATIONS OF THE CITY", Paragraph VI.1 Payments, Section (a), Provides that the Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$75,000.00 per calendar year without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount. The costs for this Supplemental Agreement No. 1 is not to exceed \$23,000.00 as set forth in **Exhibit B** attached.

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

Original Agreement Authorized Amount not to exceed per year	\$75,000.00
Supplemental Agreement No.1	<u>\$23,000.00</u> (2017)
Grand Total	\$23,000.00
2017 Balance Remaining under Master On-Call Professional Services Agreement:	\$52,000.00

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

CHS ENGINEERS, LLC

By: _____
John Spencer, Mayor

By: _____
Printed Name and Title

ATTEST/AUTHENTICATED:

By: _____
Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Grant K. Weed, City Attorney

EXHIBIT A: CHS ENGINEERS SCOPE OF SERVICES

Proposed Scope of Work

South Lake Stevens Road Shoulder Improvements

City of Lake Stevens

April 19, 2017

This scope of work describes the engineering services to be provided in support of completion of the design for the subject project. The proposed improvements are summarized as follows:

- A. Widen South Lake Stevens Road pavement to the south/east of existing pavement, from immediately north of the intersection at S. Davies Road, continuing northerly and easterly approximately 2,300 feet along the northbound travel lane.
- B. Complete storm drainage improvements as necessary to address conveyance presently accomplished by open ditches and limited culverts and conveyance piping in the area to be widened.

The City has commissioned a right of way and topographic survey by others, and has begun preparation of the design drawings, including plan view, drainage structure and piping improvements and supporting sections and details. A project manual based on the WSDOT Standard Specifications has been started and preliminary construction cost estimates have been prepared. The preliminary materials have been provided for use by CHS Engineers to complete the scope of work indicated below.

The proposed scope of engineering services is as follows, subject to the anticipated level of effort in the attached Project Fee Worksheet:

1. Project Management

- 1.1. Project Planning, Monitoring and Closeout

2. Final Plans

2.1. Base Map and Utilities

- 2.1.1. Research and complete documentation of existing underground utilities
- 2.1.2. Complete field visit for existing conditions review.
- 2.1.3. Finalize base map with known/surveyed information

2.2. 95% Plans

- 2.2.1. Complete plans to 95% draft stage including:
 - 2.2.1.1. Notes, Legend, Vicinity Map and Index Sheet (1)
 - 2.2.1.2. Roadway Widening Plan Sheets, with details on these sheets (5)
 - 2.2.1.3. Temporary Erosion and Sedimentation Control Plans, Notes and Detail Sheets (4)
 - 2.2.1.4. Traffic Control Plan – Typical single lane closure (1)

- 2.3. Design Review Meeting – following submittal of 95% plan for review, meet with City to review and finalize comments on plans and Project Manual (see below)

- 2.4. Final Plans – complete final plans, stamp, sign and prepare PDFs and 4 sets of half size prints for CHS and City reference

3. Final Contract Documents

- 3.1. 95% Project Manual – complete project manual based on City outline and final scope of construction work, including updated bid schedule and corresponding measure and payment supplemental descriptions, as needed
- 3.2. Final Project Manual – complete final manual, stamp, sign and prepare PDF and four copies for CHS and City reference

4. Final Construction Cost Estimate

- 4.1. Prepare final engineer's estimate of construction cost based on 95% complete plans

Work by City

The City shall complete the corresponding work for this project as follows:

- Provide records and electronic documents of project information, including "points" file for survey
- Contact and negotiate with property owners for easements or rights of entry as needed for driveway transition grading
- Complete environmental and right of way permit applications
- Pay permit fees and easement recording costs, as needed
- Record completed easements, as needed
- Solicit bids for construction
- Construction contract management and administration

Deliverables:

- Construction Drawings - PDF and print as noted above (95% Draft and Final)
- Project Manual - PDF and print as noted above (95% Draft and Final)
- Estimate – (based on 95% plans)

Assumptions/Clarifications/Exclusions

- The project will be wholly funded by the City and therefore the engineering services and construction contract are only subject to state statutes for public works project bidding and contracting.
- The City will review impacts to critical areas and their buffers, if any. Mitigation plan design or contract document additions for such work will be considered additional work.
- The City has directed that no stormwater treatment or detention will be included with the widening project.
- The City anticipates that no retaining walls will be necessary. Design of and geotechnical evaluation for walls shall be considered additional work.
- The provided survey is presumed to be complete and adequate for design. Additional survey detail shall be considered additional work.
- The Contractor shall secure a traffic control or lane closure permit.

EXHIBIT B: CHS ENGINEERS ESTIMATE

Project Fee Worksheet						Project Number	371714
S. Lake Stevens Road Shoulder Improvement City of Lake Stevens						Date	4/19/2017
						Prepared By	RL
CHS Engineers Labor - Civil Engineering and Land Surveying Services							
Task/Subtask (1)	Personnel and 2017 Direct Hourly Billing Rates					Total Hours	Total Amount - Labor Only
	Principal	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant		
	\$180.00	\$114.00	\$90.00	\$100.00	\$68.00		
1	Project Management					10	\$1,576.00
1.1	Planning/Coordination	8				2	\$1,576.00
2	Final Plans					154	\$16,860.00
2.1	Base Map/Utilities	6		10	24	40	\$4,380.00
2.2	95% Plans	12		24	50	86	\$9,320.00
2.3	City review meeting	4		6		10	\$1,260.00
2.4	Final Plans	2		6	10	18	\$1,900.00
3	Final Contract Documents					30	\$3,198.00
3.1	95% Manual	6		14		4	\$2,612.00
3.2	Final Manual	1		3		2	\$586.00
4	Final Construction Cost Estimate					10	\$1,080.00
	4.1	Final Est. - 95% plans	2		8	10	\$1,080.00
Total		41	0	71	84	8	\$22,714.00
Direct Expenses							
Mileage & Reproduction		\$320					
Summary and Total							
						Total Labor	\$22,714
						Total Expenses	\$320
						Not-to-Exceed Fee (Rounded)	\$23,000

Notes and Assumptions:

(1) See detailed Scope of Work dated April 19, 2017.

(2) All hours and expenses are estimated, and may be increased or decreased within the total Not-to-Exceed Fee at the discretion of CHS' project manager. The CHS project manager may transfer budget from expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the Not-to-Exceed Fee (Rounded) value.

(3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Worksheet.

Project Fee Expenses Worksheet
5. Lake Stevens Road Shoulder Improvement
City of Lake Stevens

Calculation and Allocation of Expenses - Reproduction and Mileage								Expense Variables					
Allocate Rounding by labor - %	Allocate Rounding by labor - %	Allocate Other Exp - %	Allocate Other Exp - %	Total Est. Expense - Rounded	Misc. Other Exp. Allow.	Site/ Client Visits	Mileage Expense	Plan Sets - Half	Plan Sets - Full	Plans Exp.	Spec Sets	Spec Exp.	Misc. Repro Exp.
1	6.94%	(\$2.36)		\$50		1	\$38.35			\$0.00		\$0.00	\$10.00
1.1				\$50									\$0.59
2	74.23%	(\$25.24)	\$0.00	\$170		1	\$38.35			\$16.00		\$0.00	\$20.00
2.1				\$70									\$0.00
2.2				\$30			\$0.00						\$0.00
2.3				\$40		1	\$38.35			\$0.00			\$0.00
2.4				\$30			\$0.00						\$0.00
3	14.08%	(\$4.79)	\$0.00	\$100									
3.1				\$60			\$0.00			\$0.00		2	\$40.00
3.2				\$40			\$0.00			\$0.00		2	\$40.00
4	4.75%	(\$1.62)		\$0									
4.1				\$0			\$0.00			\$0.00			\$0.00
		(\$34)		\$0			\$320						

[\$34.00] << rounding to be allocated above



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: May 23, 2017

Subject: Chamber of Commerce & Visitor Information Center Agreements

Contact	Gene Brazel	Budget	N/A
Person/Department:		Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: N/A

SUMMARY/BACKGROUND:

Currently the City of Lake Stevens has a Lease Agreement in place and a Contribution Agreement.

The Lease Agreement is made by and between the City of Lake Stevens “Landlord” and Greater Lake Stevens Chamber of Commerce “Tenant”. This Lease commenced on June 1, 2016 and expires on December 31, 2021. By mutual agreement of the parties, this Lease may be renewed as agreed upon in writing between the parties subject to conditions listed in the agreement, section 2 (b). This Lease may be terminated early by either Landlord or Tenant, without cause, upon ninety (90) days advance written notice.

The Contribution Agreement made by and between the City of Lake Stevens “City” and Greater Lake Stevens Chamber of Commerce “Chamber” and is tied to the Lease Agreement previously mentioned. This Contribution Agreement commenced on June 1, 2016. As a material consideration for the Lease, Chamber has agreed to operate a visitor information center at the Lease Premises. The City agreed to contribute the sum of \$1,500 per month to the Chamber to offset its expenses of operating the visitor information center. The City covenants to continue said payments so long as Chamber continuously operates the visitor information center at the Lease Premises; provided that the City may terminate said contribution and this agreement upon one hundred twenty (120) days advance written notice.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: Current \$1,500/month City contribution

ATTACHMENTS:

- Attachment A: Lundein House Chamber of Commerce Lease
- Attachment B: Visitor Information Center Contribution Agreement

ATTACHMENT A

**LUNDEEN HOUSE
CHAMBER OF COMMERCE LEASE**

THIS LEASE, is made by and between the CITY OF LAKE STEVENS, a municipal corporation of the State of Washington, hereinafter "Landlord," and GREATER LAKE STEVENS CHAMBER OF COMMERCE, a Washington nonprofit corporation, hereinafter "Tenant."

1. DESCRIPTION OF PREMISES. Landlord hereby leases to Tenant and Tenant leases from Landlord on the terms, covenants and conditions set forth herein, the following- described premises:

The "Northwest Office" space of the building "B" located at 10020 Lundeen Parkway, Lake Stevens, Washington 98258, located within Snohomish County tax parcel no. 290607-002-008-00 (Lundeen Park) as depicted on **EXHIBIT A** attached hereto.

The portion of the building being leased is referred to herein as the "Leased Premises." The building in which the Leased Premises are located is referred to herein as the "Building." The property upon which the Leased Premises are located is referred to herein as the "Property."

This lease includes Tenant's right to use the "Shared Open and Meeting Space" as depicted on **EXHIBIT A** in common with Landlord or any other tenant of the Property, subject to scheduling arrangements as may be determined and from time to time amended by Landlord in Landlord's sole discretion.

2. TERM.

(a) Initial Term: The term of this Lease shall commence on 6/1, 2016, and expire on December 31, 2021.

(b) Renewal: By mutual agreement of the parties, this Lease may be renewed as agreed upon in writing between the parties subject to the following conditions:

- (1) The parties agree upon the rental rate for the renewal term;
- (2) All other terms and conditions of this lease shall be applicable to any renewal or extension of the lease term including, but not limited to, Early Termination.

(c) Early Termination: This Lease may be terminated early by either Landlord or Tenant, without cause, upon ninety (90) days advance written notice from either party to the other. This early termination provision shall apply to the initial term and/or any renewal or extension. In the event of such early termination, the last day of the lease term shall be the last day of the monthly rental period falling at least 90 days after such notice is given.

3. TENANT IMPROVEMENTS. With permission of Landlord, Tenant has made or will make improvements to the Building as described in Exhibit B, the value of which improvements is agreed to be \$9,000. The improvements made or to be made by Tenant shall be performed at Tenant's sole expense, including, but not limited to, costs of materials and labor. Tenant shall secure any required permits before commencing work. All work shall be completed as expeditiously as possible. Work shall be performed in a workmanlike manner, either by qualified licensed, bonded and insured contractors approved by Landlord, or, where reasonable and subject to Tenant's qualification to do so, by Tenant, if Tenant so elects. Tenant shall promptly pay for all materials and pay all contractors, shall allow no liens

to attach to the premises, and shall defend, indemnify and hold Landlord harmless from any and all damages, injuries, claims and/or causes of action arising out of Tenant's activities at the Property, including Landlord's attorney's fees and costs incurred in defense of any action arising therefrom.

Tenant's improvements shall be limited to those stated in **EXHIBIT B** or as may be otherwise approved in writing by Landlord, and shall be performed in strict conformance with **EXHIBIT B** and all codes, regulations, statutes, plans and permits. All such improvements shall become the property of Landlord.

4. **RENT.**

- (a) Base Rent: The base rent shall be \$250 per month (hereinafter the "base rent"). Tenant shall receive a credit against the base rent in the sum of \$150.00 per month throughout the initial term of the Lease for a net rent payment of \$100.00 per month. The parties agree that the rent credit is full compensation and reimbursement for the Tenant improvements.
- (b) Leasehold Excise Tax: As additional rent during the initial term of this Lease and any renewal, extension or holdover thereof, Tenant shall pay to Landlord with the monthly rent a sum equal to 12.84% of the monthly base rent paid for leasehold excise tax. Said additional rent rate shall be modified in accordance with any change in the leasehold excise tax rate occurring during the term of this Lease, or any extension or holdover thereof, which modification shall be effective on the date the tax rate changes. Landlord shall give written notice to Tenant of any change in the leasehold excise tax rate.
- (c) Utilities. The Landlord shall cover utility services for water, sewer, power, storm, and phone. The City will allow access to the City's internet service.
- (d) Payments. Rent payments shall be due on the first day of each calendar month in advance and shall be paid at:

Lake Stevens City Finance Director City of Lake Stevens
1812 Main Street
P.O. Box 257
Lake Stevens, WA 98258

or such other place as may be designated by Landlord.

- (e) Late Charge. In the event Tenant should fail to pay any installment of rent or any sum due hereunder within ten (10) days after the date it is due, Tenant shall pay Landlord a late charge of 5% of the delinquent payment, which late charge shall constitute additional rent due hereunder.
- (f) Rent Credit upon Termination: In the event the lease is terminated prior to December 31, 2021, at Tenant's option or due to Tenant's monetary or nonmonetary default, Tenant shall forfeit the \$150.00 per month credit against base rent for the period from the date of termination through December 31, 2021, and the credit received through the date of termination shall be deemed full compensation and reimbursement for the Tenant improvements. In the event the lease is terminated without cause by Landlord prior to December 31, 2021, Landlord shall reimburse Tenant \$150.00 per month for each month from the date of termination through December 31, 2021, and the credits received through the date of termination together with the amount paid for

the period from termination through December 31, 2021, shall be deemed full compensation and reimbursement for the Tenant improvements.

5. USE OF PREMISES.

- (a) The Leased Premises may be used and occupied only for the headquarters for the Greater Lake Stevens Chamber of Commerce and as a visitor information center, and for no other purpose or purposes, without Landlord's prior written consent (email, memorandum, or letter).
- (b) Tenant shall promptly comply with all laws, ordinances, orders, and regulations now in effect, or as hereafter amended, affecting the Leased Premises and their cleanliness, safety, occupation and use. Tenant will not use or permit the use of the Leased Premises or Property in any such manner as will tend to create a nuisance, or unnecessarily or unreasonably disturb other lessees, users or occupants of the Property.
- (c) Tenant shall not use any machinery or equipment in the Leased Premises or Building that might be injurious to the Building. Tenant will not perform any act or carry on any practices that may damage the Leased Premises or Property, or be a nuisance to or menace or injure the public, other tenants, or Landlord's employees, contractors or agents. Tenant shall not commit or suffer any waste upon the Leased Premises or Property.
- (d) Upon termination of the Lease, Tenant shall quit and surrender the Leased Premises in as good a state and condition as they were at the commencement of the Lease, reasonable wear and tear or other actions not caused by Tenant, its employees, agents, customers or invitees excepted, and approved Tenant improvements excepted. Tenant shall return all keys to Landlord.
- (e) The Landlord reserves for City (or such other tenant or party to whom City may elect to let the space) exclusive use the Southwest Office space depicted on **EXHIBIT A**.
- (f) Both the Tenant and Landlord shall have use of the "Shared Open and Meeting Space," subject to scheduling arrangements as may be determined and from time to time amended by Landlord in Landlord's sole discretion.
- (g) Tenant shall not place any picture, poster or other item such as decorations on any wall that is visible to the public or guests without Landlord's prior written approval prior to placement. Placement within the leased Northwest Office space is at the discretion of the Tenant.

6. SECURITY. Tenant is to check all windows in the Northwest Office space and the Shared Open and Meeting Space to ensure that they are properly closed and locked when leaving the Building unattended. The Landlord is to check all windows in the Southwest Office space and the Shared Open and Meeting Space to ensure that they are properly closed and locked when leaving the Building unattended. The Tenant shall not provide a Building key to any person other than pre-approved authorized employees or officers of the Chamber of Commerce, which authorizations shall be granted in City's sole discretion. City will review key authorization requests for an employee or officer upon a written request from the Chamber of Commerce President or Vice President, and will issue its written response approving or disapproving such authorization.

7. **TENANT UTILITIES.** Except for utility services covered by the Landlord as defined in Section 4(c), Tenant shall be solely responsible for and promptly pay directly to utility purveyors all charges for Tenant requested utilities to the Leased Premises, including, but not limited to cable and internet used by Tenant on the Leased Premises.

8. **DISRUPTION OF UTILITIES.** Landlord shall not be liable for any loss, injury, or damaged property caused by or resulting from any variation, interruption, or failure of any utility service beyond Landlord's reasonable control. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements, or due to accident or strike, or conditions or events beyond Landlord's reasonable control shall be deemed an eviction of Tenant or shall release Tenant from any of Tenant's obligations under this Lease.

9. **ACCEPTANCE OF PREMISES.** Tenant acknowledges that it has examined the Leased Premises and accepts the same in their condition on the date of Tenant's execution of this Lease.

10. **ALTERATIONS, LIENS, CONDITION OF PREMISES UPON TERMINATION OF LEASE.** Except as specifically provided above:

- (a) No alterations shall be made to the Leased Premises without prior written consent of Landlord, and any alterations to the Leased Premises excepting movable furniture and trade fixtures shall, at Landlord's option, become part of the realty and belong to Landlord.
- (b) Should Tenant desire to alter the Leased Premises and if Landlord consents to such alterations, then at Landlord's option, such improvements shall be performed by Landlord's employees, or Tenant shall contract with a licensed, bonded and insured contractor approved by Landlord for the construction of such alterations.
- (c) All work approved by Landlord shall be done at such times and in such manner as Landlord may from time to time designate. Tenant shall give Landlord written notice five days prior to employing any laborer or contractor to perform work resulting in an alteration of the Leased Premises so that Landlord may post a notice of non-responsibility.
- (d) In the event the Leased Premises or Property shall at any time become subject to any suit brought to enforce a lien, or any statement or claim of lien is filed to enforce a lien resulting from the furnishing of materials or labor to the Leased Premises or Property contracted for or agreed to by Tenant, Tenant may contest such lien by legal proceedings, but shall nevertheless cause such lien, at its sole cost, to be discharged within thirty (30) days after notice thereof by the substitution therefor of a mechanic's lien release bond, by posting of adequate security for the payment thereof (including all expenses incident thereto), or by such other method as shall be reasonably satisfactory to Landlord.
- (e) Trade fixtures installed by Tenant may be removed by Tenant at the termination of the Lease, provided that the premises are returned to as good condition as they were prior to the installation of the same. Structural alterations of the premises shall also be removed, at the option of Landlord, at the termination of the Lease, and Tenant shall bear the full cost thereof and shall repair any damage to the Leased Premises caused thereby. Tenant's

obligations to observe or perform this covenant shall survive the expiration or the termination of the term of this Lease.

11. **MAINTENANCE AND REPAIRS AND DUTIES.**

(a) **Landlord Maintenance:** At Landlord's expense, Landlord shall maintain the exterior walls and roof, the heating, the plumbing, and power, excluding any Tenant improvements made after occupancy. In addition, Landlord shall maintain MUTCD direction signage on Lundein Parkway, as determined by the City, and Landlord shall be responsible for grounds care. Landlord shall provide janitorial services once each week to the Leased Premises.

(b) **Tenant Maintenance:** Tenant shall, at its sole cost, keep and maintain all other elements of the Leased Premises and appurtenances and every part thereof including windows and skylights, doors, and the interior of the Leased Premises, in good, clean and sanitary order, condition, and repair. Tenant shall, at its sole cost, keep and maintain all other fixtures and mechanical equipment used by Tenant in good order, condition, and repair and furnish all expendables (light bulbs, paper goods, soaps, etc.) used in the Leased Premises during the term, renewal, any extended term or holdover of the Lease. Tenant shall provide general cleaning of the shared space such a vacuuming and general daily cleaning.

(c) **Additional Tenant Duties – Visitor Information Center:** As a material consideration for this Lease, which is in addition to the rent referenced herein, Tenant shall maintain, staff and manage a visitor information center within the Leased Premises, including collection and maintenance of an information gallery. The visitor information center shall typically be open Tuesday through Saturday from 10:00 a.m. to 6:00 p.m. and on Sunday from 10:00 a.m. to 4:00 p.m. except for City recognized holidays. Tenant shall assist Landlord with the preparation of grant applications for the visitor information center and shall assist in promotion of City of Lake Stevens and community events. The maintenance, staffing and management of the visitor information center referenced herein is deemed to create a substantial public benefit to the citizens of Lake Stevens. While such public benefit is not easily quantified in monetary terms, the Landlord has determined and the Tenant agrees that such value when added to the rent set forth in Section 4 herein is approximately equal to the fair market rental value of the Leased Premises.

(d) **Tenant's Failure to Perform:** Tenant's failure to perform the additional duties above shall constitute a breach of this Lease and a default entitling Landlord to terminate this lease and exercise the remedies at law provided under Chapter 59.12 RCW.

No compensation shall be made to or claimed by Tenant from Landlord by reasons of inconvenience, annoyance or other concerns arising from the making of repairs to or maintenance or alteration of the building or appurtenances of the Leased Premises covered hereby. Landlord reserves the right to make repairs, alterations, connections or extensions when and where the same may be deemed by Landlord to be necessary. However, any repairs, maintenance or alteration of the Building or appurtenances shall not render the Building unusable for the purposes of this Lease because of any action arising from the making of the repairs, maintenance or alteration to the Building or appurtenances. Nothing herein contained shall be construed as an agreement on the part of the Landlord

to make any repairs, alterations, connections or extensions becoming necessary, in the reasonable opinion of Landlord, due to negligence of Tenant, its officers, employees, or agents.

12. TENANT/LANDLORD RELATIONSHIP. Nothing in this agreement shall be construed to create other than a landlord-tenant relationship between the parties hereto. This Lease is not intended in any fashion to create the relationship of employer-employee or employer-contractor with respect to Landlord and Tenant. Neither the Tenant nor any employee of Tenant is to be considered at any time an employee of the City of Lake Stevens. Neither party to this Lease is the agent of the other, nor shall either party have the right to bind the other by contract or otherwise, except as herein specifically provided. In respect to itself and its employees Tenant agrees to pay any and all withholding taxes, Employment Security taxes, Social Security or FICA taxes, Labor & Industry premiums or fees, and otherwise shall pay all other government-imposed fees or charges with respect to the business of Tenant. Tenant shall be solely responsible for all benefits of its employees including, but not limited to vacation, sick leave, pension, life insurance, medical insurance, paid leave, and such other benefits granted to Tenant's employees.

13. SIGNS. Landlord will provide directional signs and building mounted sign identifying the visitor information center, Chamber of Commerce, and City of Lake Stevens. Temporary signs posted by the Tenant may be posted for special events when pre-approved in writing by the Landlord.

14. INSURANCE/CASUALTY: All of Tenant's personal property on the Leased Premises shall be at the risk of Tenant. Each party hereto waives any and every claim which arises, or may arise, in its favor and against the other party hereto during the term of this Lease for all loss of, or damage to, any of its property located within or upon, or constituting a part of the Leased Premises, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies to the extent such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to and not a limitation or derogation of any other waiver or release contained in this Lease with respect to any loss of or damage to property of the parties hereto. Insomuch as the above mutual waivers will preclude the assignment of any such claim by way of subrogation to an insurance company (or any other person), each party hereby agrees immediately to give each insurance company which has issued to it policies of fire and extended coverage insurance written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent invalidation of said insurance coverages by reason of said waivers.

15. INSURANCE/LIABILITY: During the entire term of this Lease, Tenant shall keep in full force and effect a policy, or policies, of public liability insurance with respect to the Leased Premises and common areas, and the business operated thereat by Tenant, in which the limits of public liability shall be not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Landlord shall be named as an additional insured under said policy(ies). Notwithstanding any other provisions contained herein, the insurance carrier shall endeavor to give Landlord thirty (30) days prior notice of cancellation or modification of said policy(ies). Tenant shall give written notice to Landlord within three (3) business days of receipt of any notice of cancellation or modification from insurer and shall not request any modification to insurance which reduces any coverage without advance written approval of Landlord.

16. RISK OF LOSS: Tenant agrees that all personal property kept at the lease premises by Tenant shall be at the risk of Tenant. Tenant further agrees not to hold Landlord liable in any manner or on account of any loss or damage sustained by action of any third party, fire, water, theft or elements. Tenant acknowledges that Landlord does not insure Tenant's property kept at the lease premises, and it

shall be Tenant's responsibility to secure Tenant's own insurance if Tenant so desires. Landlord's casualty insurance upon the leased premises is for the benefit of Landlord, and will not benefit Tenant or provide any coverage for Tenant's contents or possessions.

17. INDEMNIFICATION:

- (a) Landlord shall protect, hold harmless, indemnify, and defend, at its own expense, the Tenant, its officers, employees, and agents from any loss or claim for damages of any nature whatsoever, including claims by third parties or by Landlord's employees from which it would otherwise be immune under TITLE 51 RCW or other law, arising out of any act or omission on or about the Leased Premises or relating to this Lease by Landlord, its appointed or elected officials, officers, assignees, agents, employees, invitees, contractors or subcontractors. If a loss or claim is caused by or results from the concurrent negligence of Landlord, its appointed or elected officials, officers, employees, or agents and the Tenant, its officers, employees, or agents, this clause shall be valid and enforceable only to the extent of the negligence of the Landlord, its appointed or elected officials, officers, employees, or agents.
- (b) Tenant shall protect, hold harmless, indemnify, and defend, at its own expense, the Landlord, its appointed or elected officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever, including claims by third parties or by the Tenant's employees from which it would otherwise be immune under TITLE 51 RCW or other law, arising out of any act or omission on or about the Leased Premises or relating to this Lease by the Tenant, its officers, employees, or agents. If a loss or claim is caused by or results from the concurrent negligence of the Tenant, its officers, employees, or agents and the Landlord, its appointed or elected officials, officers, employees, or agents, this clause shall be valid and enforceable only to the extent of the negligence of the Tenant, its officers, employees, or agents.

The parties acknowledge that the foregoing indemnity provisions were mutually negotiated and survive the termination of this Lease.

18. HAZARDOUS SUBSTANCES. As used in this Lease, the term "Hazardous Substance" means any substance or material, the storage, use or disposal of which is or becomes regulated under any law now or hereafter in effect, including, but not limited to any flammable explosives, radioactive materials, asbestos, petroleum and related byproducts and hydrocarbons, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxins, pollutants, contaminants, hazardous wastes, toxic substances or related materials.

Without Landlord's prior written consent, Tenant shall not receive, store or otherwise allow any Hazardous Substance on the Leased Premises. In the event of any release or presence of any Hazardous Substance on or about the Leased Premises occurring on or after the commencement date of this Lease, Tenant agrees to immediately, fully and completely remove all of such Hazardous Substance from the Leased Premises and to dispose of such in accordance with applicable law, even if the quantity or concentration of such Hazardous Substance would not require remediation under the provision of law. Tenant further agrees to defend, indemnify, and hold harmless Landlord, its elected officials, officers, employees, agents and contractors from and against any and all losses, claims, liabilities, damages, demands, fines, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from any release or presence of any Hazardous Substance on or about the Leased

Premises; the provisions of this sentence shall survive and be enforceable after the termination or expiration of the Lease and the surrender of the Leased Premises by Tenant. If Tenant becomes aware of the release or presence on the Leased Premises of any Hazardous Substance, Tenant shall immediately notify Landlord in writing of such release or presence, and Tenant shall promptly provide Landlord with copies of any reports, studies, recommendations or requirements received by Tenant from any third person, including a governmental agency.

19. ENTRY BY LANDLORD. Tenant shall permit Landlord and Landlord's agents to enter the Leased Premises at all reasonable times for the purpose of inspecting the same and maintaining the Leased Premises, or for the purpose of making repairs, alterations, or additions to any portion of the Leased Premises, including the erection and maintenance of such scaffolding, canopies, fences and props as may be required, or for the purpose of posting notices of non-responsibility for alterations, additions or repairs. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, excluding Tenant's vaults and safes. The Tenant shall not alter any lock or install a new or additional lock or any bolt on any door of the Leased Premises without prior written consent of the Landlord. If Landlord shall give its consent, the Tenant shall in each case furnish the Landlord with a key for any such lock.

20. ABANDONMENT. Tenant shall not vacate nor abandon the Leased Premises at any time during the term of this Lease, nor permit the Leased Premises to remain unoccupied for a period longer than fifteen (15) consecutive days during the term of this Lease; and if Tenant shall abandon, vacate or surrender the Leased Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Leased Premises shall, at the option of the Landlord, be deemed abandoned.

21. CASUALTY; REBUILDING; CONDEMNATION. In the event the building at the Leased Premises shall be destroyed or damaged by fire or other causes (and regardless of the extent of the damage to the Leased Premises) to such an extent that the Landlord shall decide to discontinue the operation of the building, which decision shall be communicated to the Tenant within sixty (60) days after such damage or destruction, then this lease shall be terminated as of the date of such damage or destruction. In the event of damage to the Leased Premises by fire or other causes, other than under the circumstances described in the preceding sentence, Landlord shall repair the Leased Premises within a reasonable time and as quickly as circumstances will permit upon the same plan as immediately before the damage or destruction. Until the Leased Premises are repaired and put in a good and tenantable order, the rents herein provided for, or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall be abated until the Leased Premises shall have been restored to the same condition as they were before such damage or destruction.

In the event that the Leased Premises are not usable as contemplated in this agreement for over ninety (90) days due to the damage, Tenant shall have the right to terminate this Lease.

If any part of the Leased Premises shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, Tenant shall have no claim or interest in or to any award of damages for such taking. If such taking materially reduces usefulness of the Leased Premises for the purposes for which it is leased, then Tenant shall have the option of terminating this Lease.

22. ASSIGNMENT AND SUBLetting: Tenant shall not sublease, sublet or assign the Leased Premises, or any portion thereof, except by the written permission and consent of Landlord, in Landlord's sole discretion. This Lease shall not be assignable by operation of law.

23. **INSOLVENCY OF TENANT.** (a) The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or (b) a general assignment by Tenant for the benefit of creditors, or (c) any action taken or suffered by Tenant under any insolvency or bankruptcy act shall, if any such appointments, assignments or action continues for a period of thirty (30) days, constitute a breach of this Lease by Tenant, and Landlord may at its election without notice, terminate this Lease, and in that event be entitled to immediate possession of the Leased Premises and damages as provided below.

24. **TENANT DEFAULT:**

- (a) If Tenant shall fail to perform any of the covenants and agreements herein contained (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency, or other legal or equitable proceedings that have or might have the effect of preventing the Tenant from complying with the terms of this Lease), then Landlord may cancel this Lease upon giving the notice required by law, and re-enter said premises. Notwithstanding such re-entry by Landlord, the liability of Tenant for the rent provided for herein shall not be extinguished for the balance of the term of the lease, and Tenant covenants and agrees to make good to Landlord any deficiency arising from re-entry and re-letting of the Leased Premises at a lesser rental than herein agreed to. Tenant shall pay such deficiency each month as the amount thereof is ascertained by Landlord. In computing such deficiency, Tenant shall be charged with the monthly rental that would have been owed by Tenant had Tenant continued to lease the Leased Premises.
- (b) NSF Check Charge: Tenant agrees to pay a \$35.00 fee for each check returned for insufficient funds or that cannot be cashed on the day it is received or presented for payment. Said NSF charge shall be in addition to any applicable late charge, and shall constitute additional rent due hereunder. No postdated checks will be accepted as rental payment.
- (c) If Landlord must commence an unlawful detainer action to seek restitution of the rental premises as a result of Tenant's default in the payment of rent, Landlord shall be entitled to judgment in the amount of double the rent due at the time of judgment pursuant to RCW 59.12.170.
- (d) In the event of any entry in, or taking possession of, the Leased Premises, Landlord shall have the right, but not the obligation, to remove from the Leased Premises all personal property located thereon, and may place the same in storage at a public warehouse, at the expense and risk of the owners.
- (e) If at any time Landlord waives any breach or default, or any right or option, such waiver shall not be construed to be a waiver of any other right or option, or any other past, existing or future breach or default.
- (f) In the event Tenant is in default on any provision of this Lease and Landlord seeks the services of an attorney to enforce such provision in default, Landlord shall be entitled to recover all attorney's fees and costs expended in such enforcement, including the cost of preparation and service of all notices, and such fees, costs and expenses shall constitute additional rent due hereunder, whether or not suit is instituted.

25. **LANDLORD DEFAULT:** In the event Landlord shall neglect or fail to perform or observe any of the covenants, provisions or conditions contained in this Lease on its part to be performed or observed within 30 days after Tenant's written notice to Landlord (or if more than 30 days shall be required because of the nature of the breach, if Landlord shall fail to proceed diligently to cure such breach after notice), then, in that event, Landlord shall be in default under the provisions of this Lease and shall be responsible to Tenant for any and all damages sustained by Tenant as a result of Landlord's default. Further, after such default and upon giving Landlord ten (10) days advance written notice of intent to do so, Tenant shall have the right to cure any such default at Landlord's expense, including in such expenditure all costs and attorney's fees incurred to cure such default, and may offset the costs of curing such default against rents next due. In the event Landlord fails and refuses to cure its default and Tenant is unable to remedy Landlord's default, Tenant shall have the option of terminating this lease upon 30 days' written notice to Landlord.

26. **ATTORNEY FEES / VENUE.** In the event of any legal action or proceeding between the parties hereto, the substantially prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, a reasonable sum as attorneys' fees, and all costs and expenses incurred in connection with such a lawsuit, including attorneys' fees, costs, and expenses of any appeal of a judgment, and if the substantially prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment. This Lease shall be governed by the laws of the State of Washington. The venue for any dispute related to this Lease shall be Snohomish County, Washington. Should Landlord be named as a defendant in any suit brought against Tenant in connection with or arising out of Tenant's occupancy hereunder, Tenant shall pay to Landlord its cost and expenses incurred in such suit, including a reasonable attorney fee.

27. **NOTICES.** All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this Lease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

TENANT:

GREATER LAKE STEVENS CHAMBER OF COMMERCE
PO BOX 439
Lake Stevens, WA 98258
Telephone: 425-334-0433
Email: info@lakestevenschamber.com

LANDLORD:

CITY OF LAKE STEVENS
1812 Main Street
P.O. Box 257
Lake Stevens, WA 98258

or at such other address as either party designates by written notice to the other party. All notices shall be effective upon the earlier of personal delivery or three (3) days after being mailed.

28. **NO WAIVER OF COVENANTS.** No waiver shall be implied from an omission by either party to take any action related to breach of any covenant, term, or condition of this Lease. The

acceptance by Landlord of rent with knowledge of the breach of any of the terms, conditions, or covenants of this Lease by Tenant shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term, or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

29. DELAYED POSSESSION. In the event of the inability of Landlord to deliver possession of the Leased Premises for any reason whatsoever at the time of the commencement of the term of this Lease, neither Landlord nor its agents shall be liable for any damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event Tenant shall not be liable for any rent until such time as Landlord can deliver possession, and in the event that possession is delayed over ninety (90) days, Tenant shall have the right to terminate this Lease.

30. EFFECT OF HOLDING OVER. If Tenant should remain in possession of the Leased Premises after the expiration of the Lease term, or the renewal or extension thereof, without executing a new Lease, then such holding over shall be construed as a tenancy from month to month, subject to all the conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

31. SUCCESSORS AND ASSIGNS. The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this lease permit, assigns of the parties hereto. The words "Landlord" and "Tenant" and their accompanying verbs or pronouns, wherever used in this Lease, shall apply equally to all persons, firms or corporations which may be or become parties to this Lease.

32. RULES. Tenant agrees to abide by the rules and regulations governing the operation of the Leased Premises and Building which may be made by Landlord from time to time, and will use reasonable methods to induce customers, clients and all persons invited by Tenant into the Building to observe the same.

33. SUBORDINATION. Tenant agrees that this Lease shall be subordinate to any mortgages or deeds of trust that are now or may hereinafter be placed upon the Leased Premises, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof: provided the mortgagee or beneficiary named in said mortgages or deeds of trust shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default. Within fifteen (15) days after written request from Landlord, Tenant shall execute any documents that may be necessary or desirable to effectuate the subordination of this Lease to any such mortgages or deeds of trust.

34. TIME. Time is of the essence of this Lease.

35. ENTIRE AGREEMENT AND AMENDMENTS. This Lease contains all of the agreements between the parties with respect to any matter covered or mentioned in the Lease, and no prior agreement, letter of intent, or understanding relating to any such matter will be effective for any purpose. No provision in this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest and using the same formalities as are required by the execution of this Lease.

IN WITNESS WHEREOF Landlord and Tenant have executed this Lease as of the day and

year first above written. Individuals signing on behalf of a principal warrant that they have the authority to bind their principals.

Date: 6/1 2016

THE CITY OF LAKE STEVENS, Landlord

By: John Spencer
John Spencer, Mayor

Date: 6/1 2016

GREATER LAKE STEVENS CHAMBER OF
COMMERCE, Tenant

By: Dough Warren
Dough Warren, President

EXHIBIT A
IDENTIFICATION OF LEASED PREMISES

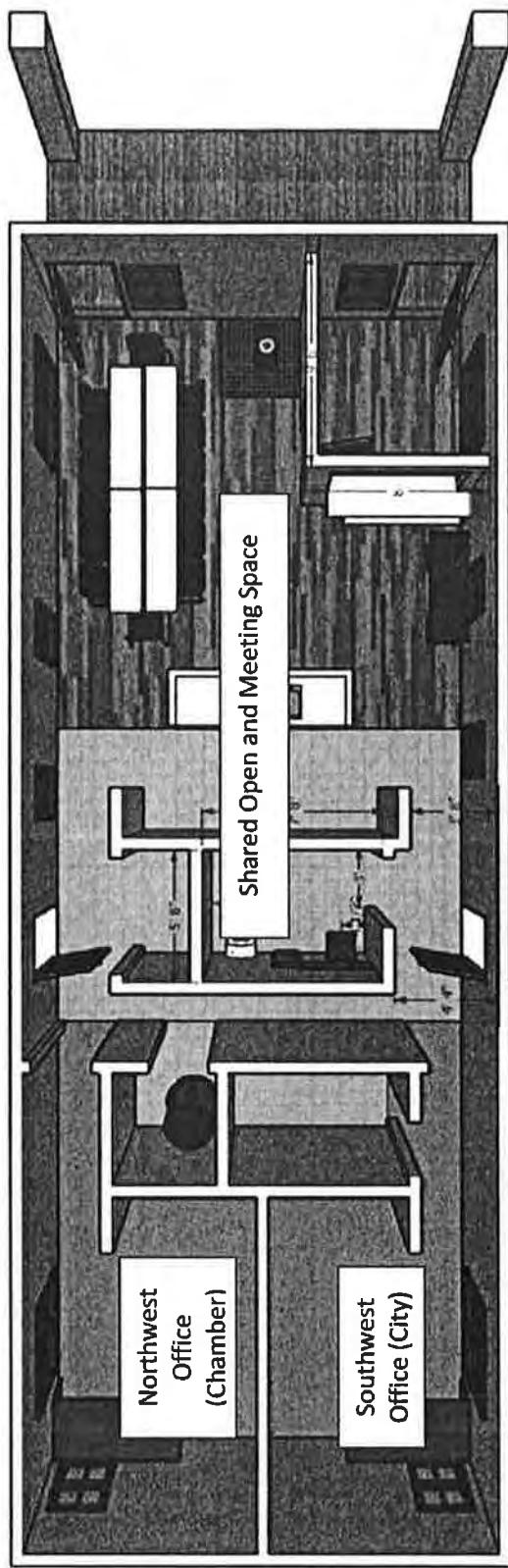


EXHIBIT B

DESCRIPTION OF APPROVED INITIAL TENANT IMPROVEMENTS

1. Reconstruction of main bathroom into ADA compliance restroom.
2. Construction of entry area enclosure stud wall including door
3. Construction of ADA compliance counter area.
4. Visitor information display area.
5. Removal of fire stove and pipe and capping of pipe.
6. Assist with reconstruction of deck.

ATTACHMENT B

**VISITOR INFORMATION CENTER
CONTRIBUTION AGREEMENT**

WHEREAS, the CITY OF LAKE STEVENS ("City") and the GREATER LAKE STEVENS CHAMBER OF COMMERCE ("Chamber") have entered into a lease agreement (the "Lease") for the Northwest Office space of Building "B" located at 10020 Lundein Parkway, Lake Stevens, Washington (the "Lease Premises"); and

WHEREAS, as a material consideration for the Lease, Chamber has agreed to operate a visitor information center at the Lease Premises; and

WHEREAS, the City Council of the City of Lake Stevens has determined that the operation and management of the visitor information center at the Lease Premises will provide valuable benefits to the City, its citizens and businesses; NOW, THEREFORE,

The CITY OF LAKE STEVENS hereby covenants and agrees with the GREATER LAKE STEVENS CHAMBER OF COMMERCE to contribute the sum of ONE THOUSAND THREE HUNDRED AND NO/100THS DOLLARS (\$1,300.00) per month to the Chamber to offset its expenses of operating the visitor information center. Said payments may be made monthly or annually, at City's option. The City covenants to continue said payments so long as the Chamber continuously operates the visitor information center at the Lease Premises; provided, that the City may terminate said contribution and this agreement upon one hundred twenty (120) days' advance written notice to Chamber.

B1,500
JFA
DIO

Nothing herein shall be construed to create other than a donor-donee relationship between City and Chamber. This agreement is not intended to fashion or create the relationship of employer-employee or employer-contractor with respect to City and Chamber. Neither the Chamber nor any employee of the Chamber is to be considered at any time to be an employee of the City. Neither party is the agent of the other, nor shall either party have the right to bind the other by contract or otherwise. With respect to itself and its employees, Chamber agrees to pay any and all withholding taxes, Employment Security taxes, Social Security or FICA taxes, Labor & Industry premiums or fees, and otherwise pay all other government-imposed fees or charges with respect to the visitor information center. Chamber shall be solely responsible for all benefits of its employees, including, but not limited to, vacation, sick leave, pension, life insurance, medical insurance, paid leave, and such other benefits granted to Chamber's employees, and agrees to save, hold harmless and indemnify the City, its officers, agents, employees and elected officials from any and all claims by said employees and/or all public agencies relating thereto.

DATED 6/1, 2016.

CITY OF LAKE STEVENS

By John Spencer
JOHN SPENCER, Mayor

DATED 6/1, 2016.

GREATER LAKE STEVENS CHAMBER
OF COMMERCE

By Young Warren
YOUNG WARREN
PRESIDENT (Print Name)
(Title)