



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 JOINT MEETING WITH PARKS BOARD AND
WORKSHOP MEETING AGENDAS
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street NE, Lake Stevens**

Tuesday, August 22, 2017 – 5:45 p.m.

SR 9 / SR 204 Intersection Improvement Project:

- Update by WSDOT Team Members John White, Cathy George, Lindsay Yamane and Danika Frank

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

Tuesday, August 22, 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 | | Council President |
| ROLL CALL: | | |
| APPROVAL OF AGENDA: | | Council President |
| GUEST BUSINESS: | | |
| COUNCIL BUSINESS: | | Council President |
| MAYOR'S BUSINESS: | | |
| CITY DEPARTMENT REPORT: | Update | |
| CONSENT AGENDA: | | |
| | *A Approve 2017 Vouchers | Barb |
| | *B Approve July 11, 2017 City Council Regular Meeting Minutes | Barb |
| | *C Approve July 27, 2017 City Council Special Meeting Minutes | Barb |
| | *D Approve July 27, 2017 City Council Special Meeting/ Retreat Minutes | Barb |
| | *E Approve Interlocal Agreement with Lake Stevens School District re School Resource Officer | Barb |
| | *F Approve Interlocal Agreement with Snohomish | John D. |

Lake Stevens City Council Regular Meeting Agenda

August 22, 2017

| | | |
|---------------------------|---|-------------------|
| | County re Drug and Gang Task Force | |
| | *G Approve Amendment No. 1 to Interlocal Agreement with City of Everett for Police In-Service Training | John D. |
| ACTION ITEMS: | *A Confirm Nomination of Gayle McGurdy to Veterans Commission; Administer Oath of Office to Gayle McGurdy and Melissa Ballou | Mayor |
| | *B Appoint Councilmember Representatives to Veterans Commission | Council President |
| | *C Approve Order for Internet and Phone Services for Police Department with WAVE Business Solutions, LLC | Troy |
| | *D Approve Dark Fiber Order for Police and Public Works Departments with WAVE Business Solutions, LLC | Troy |
| | *E Approve Resolution 2017-13 Authorizing Purchase of Three Public Works Vehicles Under Special Market Conditions | Eric |
| | *F Authorize Supplemental Agreement No. 1 with AquaTechnex for Aluminum Sulfate Treatment Program | Eric |
| | *G Approve Interlocal Agreement with Snohomish County re Cavelero Park | Russ |
| | *H Approve Ordinance No. 1000 Amending LSMC § 10.03 re Vaping | Russ |
| | *I Approve (Supplemental) Resolution 2017-14 re Nurse Development Agreement Amendment No. 2 | Russ |
| | *J Approve Resolution 2017-15 Acknowledging Receipt of a Letter of Intent to Proceed with Proposed Annexation Commonly Known as the Machias Industrial Annexation | Russ |
| | *K Approve Ordinance 999 Amending 2017 Budget | Barb |
| | *L Approve Utility Agreement with Snohomish County PUD | Gene |
| | *M Approve Resolution 2017-12 re Sewer District Unification | Gene |
| DISCUSSION ITEM: | *A Interlocal Agreement with Marysville re Soper Hill | Russ |
| EXECUTIVE SESSION: | A Collective Bargaining Negotiations (RCW 42.30.140(4)(a)) | Teri |
| | B Potential Real Estate Sales (RCW 42.30.110(1)(b)) | Russ |

ADJOURN

| | | |
|------------------|---------------------------------|---------------------------|
| * ITEMS ATTACHED | ** ITEMS PREVIOUSLY DISTRIBUTED | # ITEMS TO BE DISTRIBUTED |
|------------------|---------------------------------|---------------------------|

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 AUGUST 22, 2017 CITY COUNCIL MEETING

Public Works Department

- **City Hall building**
 - Painting on current permit center has been completed
 - Trees removed along old annex fenceline
- **Lake Management**
 - The second survey for milfoil application has come back requiring a higher concentration than previously anticipated.
- **Parks**
 - Lundeen Park restrooms: new fans and lighting installed, floors will be acid washed and sealed to aid clean up and odor control.
- **Stormwater**
 - Crews have been cleaning ditches and culverts in the southwest quad north of 20th Street.
- **Capital Projects**
 - Aerator removal bid deadline has been extended to give contractors more time to prepare competitive bids
 - Staff working on grants, for TIB and a stormwater capacity grant
 - Thermoplastic contract work is scheduled to begin September 5th
 - Overlays will begin Monday August 21st. on 123rd from 22nd to 26th Ave NE



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BLANKET VOUCHER APPROVAL
2017

| | | |
|----------------------------|---|----------------|
| Payroll Direct Deposits | 07/14/17, 07/28/17, 08/15/17 | \$567,915.89 |
| Payroll Checks | 43022-43025, 43058- 43060, 43189-43191 | \$15,609.28 |
| Tax Deposit(s) | 07/12/17, 07/28/17, 08/15/17 | \$236,865.14 |
| Electronic Funds Transfers | ACH | \$272,289.36 |
| Claims | 43026-43057, 43061- 43188, 43192-43305 | \$1,040,779.06 |
| Void Checks | 43018, 43028 | (\$3,396.23) |
| | | |
| Total Vouchers Approved: | | \$2,130,062.50 |

This 22th day of August 2017:

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

Finance Director/Auditing Officer

Mayor

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

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

August 22nd

CITY OF LAKE STEVENS



City Expenditures by Type on this voucher packet

| | | | |
|-------------------------------------|----|-----------------------|-------------|
| Personnel Costs | \$ | 583,525 | 27% |
| Payroll Federal Taxes | \$ | 236,865 | 11% |
| Quarterly L&I | \$ | 38,334 | 2% |
| Retirement Benefits - Employer | \$ | 89,861 | 4% |
| Medical Benefits - Employer | \$ | 126,016 | 6% |
| Employer paid Benefits - By Check | \$ | 2,624 | 0% |
| Employee paid benefits - By Payroll | \$ | 27,777 | 1% |
| Supplies | \$ | 97,153 | 5% |
| Professional Services* | \$ | 403,088 | 19% |
| Intergovernmental Services | \$ | 102,114 | 5% |
| Capital ** | \$ | 426,102 | 20% |
| Debt Payments | \$ | - | 0% |
| Void Check | \$ | (3,396) | 0% |
| Total | | \$2,130,062.50 | 100% |

Large Purchases

* 2017-Eurasian Milfoil Lake treatment - \$42,924

** Mobile Office and furnishings - New City Hall- \$302,983



Checks to be Approved for 7/7/2017 to 8/17/2017

| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | | |
|------------------------|-------|-----------|----------------------|--------------------------------|---|-----------------------------------|-------------|-------------|
| A Worksafe Service Inc | 43192 | | | | | | Check Total | \$55.00 |
| | | 8/17/2017 | 246003 | 001-008-521-20-41-00 | LE-Professional Services | Drug tests for new employees | \$55.00 | |
| Accela Inc | 43193 | | | | | | Check Total | \$10,374.56 |
| | | 8/17/2017 | INV-ACC31961 | 001-004-514-23-48-00 | FI-Software Maint | Hosted Cloud Maintenance - Year 5 | \$10,374.56 | |
| Ace Hardware | 43061 | | | | | | Check Total | \$1,542.30 |
| | | 8/4/2017 | 54992 | 001-010-576-80-31-00 | PK-Operating Costs | Auger bit | \$4.65 | |
| | | | | 101-016-544-90-31-02 | ST-Operating Cost | Auger bit | \$4.64 | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Auger bit | \$4.64 | |
| | | 55056 | 001-007-571-00-30-00 | PL - Park & Recreation | Parks Supplies for School Room Classes | \$69.52 | | |
| | | 55154 | 301-010-576-80-61-00 | Park Mitigation Funds Exp | Supplies for Community Garden | \$21.76 | | |
| | | 55206 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Paint supplies for Lundeen bathroom | \$77.70 | | |
| | | 55240 | 001-010-576-80-31-00 | PK-Operating Costs | Plants for shop sign | \$8.71 | | |
| | | | 101-016-544-90-31-02 | ST-Operating Cost | Plants for shop sign | \$8.70 | | |
| | | | 410-016-531-10-31-02 | SW-Operating Costs | Plants for shop sign | \$8.70 | | |
| | | 55241 | 101-016-542-64-31-00 | ST-Traffic Control - Supply | Treated 2x4 for sigh repair | \$11.94 | | |
| | | 55301 | 301-010-576-80-61-00 | Park Mitigation Funds Exp | Supplies for Community Garden | \$121.27 | | |
| | | 55330 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Lumber for stage at Lundeen park | \$191.23 | | |
| | | 55365 | 001-012-575-50-31-00 | CS-Community Center-Ops | Light ballast for Community Center | \$38.10 | | |
| | | 55378 | 001-010-576-80-31-00 | PK-Operating Costs | Hoses to water plants | \$74.88 | | |
| | | 55379 | 001-010-576-80-31-00 | PK-Operating Costs | Wire Cutter/hoe/Dump cart | \$43.73 | | |
| | | | 101-016-544-90-31-02 | ST-Operating Cost | Wire Cutter/hoe/Dump cart | \$43.73 | | |
| | | | 410-016-531-10-31-02 | SW-Operating Costs | Wire Cutter/hoe/Dump cart | \$43.73 | | |
| | | 55384 | 001-010-576-80-31-00 | PK-Operating Costs | Chains to secure water tank in truck/spray nozzle | \$114.05 | | |
| | | 55394 | 001-010-576-80-31-00 | PK-Operating Costs | Keys for PW20/PW10/PW46 | \$2.89 | | |
| | | | 101-016-544-90-31-02 | ST-Operating Cost | Keys for PW20/PW10/PW46 | \$2.90 | | |
| | | | 410-016-531-10-31-02 | SW-Operating Costs | Keys for PW20/PW10/PW46 | \$2.90 | | |
| | | 55434 | 001-012-569-00-31-00 | CS-Aging Services-Supplies | Smoke alarm for Senior Center | \$32.63 | | |
| | | 55461 | 001-010-576-80-31-00 | PK-Operating Costs | Door keys | \$10.85 | | |
| | | 55472 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Electrical parts - Lundeen Restoration | \$43.79 | | |
| | | 55505 | 001-012-573-90-31-00 | CS-Community Activity-Aquafest | Grommet and Rope for Aquafest | \$52.76 | | |
| | | 55556 | 001-008-521-21-31-00 | LE-Boating Minor Equipment | Snap hook for PT45 | \$14.11 | | |
| | | 55569 | 101-016-544-90-31-02 | ST-Operating Cost | Paint supplies for painting curbs | \$70.20 | | |



Checks to be Approved for 7/7/2017 to 8/17/2017

| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | | |
|--------------|-------|-------------|-----------|----------------------|-------------------------------|--|----------|----------|
| Ace Hardware | 43061 | 8/4/2017 | 55574 | 001-010-576-80-31-00 | PK-Operating Costs | Pad locks | \$76.19 | |
| | | | | 101-016-544-90-31-02 | ST-Operating Cost | Pad locks | \$76.19 | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Pad locks | \$76.18 | |
| | | | 55584 | 001-008-521-20-31-02 | LE-Minor Equipment | Garbage bags & DampRid for Evidence Room | \$52.57 | |
| | | | 55599 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Fasteners for Lundeen park play area | \$10.98 | |
| | | | 55601 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Fasteners Lundeen play area | \$6.83 | |
| | | | 55639 | 001-008-521-20-31-02 | LE-Minor Equipment | Ultra shine wash & wax | \$17.40 | |
| | | | 55645 | 001-008-521-21-31-00 | LE-Boating Minor Equipment | Bolts/footstool for PT45 | \$5.01 | |
| | | | 55652 | 001-012-572-20-31-00 | CS-Library-Office & Operating | Parts to repair gutters at Library | \$42.41 | |
| | | | 55654 | 001-010-576-80-31-00 | PK-Operating Costs | Blades/hammer/roofing nails/duck tape | \$17.95 | |
| | | | | 101-016-544-90-31-02 | ST-Operating Cost | Blades/hammer/roofing nails/duck tape | \$17.94 | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Blades/hammer/roofing nails/duck tape | \$17.94 | |
| | 43062 | Check Total | | | | | | \$731.42 |
| | | 8/4/2017 | 55659 | 001-008-521-20-31-02 | LE-Minor Equipment | Spray paint/spackel/roller cover | \$63.12 | |
| | | | 55665 | 001-013-518-20-31-00 | GG-Operating | Supplies for Garbage disposal replacement at VIC | \$226.48 | |
| | | | 55672 | 001-008-521-20-31-02 | LE-Minor Equipment | Latching tote | \$37.00 | |
| | | | 55674 | 001-012-572-20-31-00 | CS-Library-Office & Operating | Supplies for Garbage disposal replacement at VIC | \$150.16 | |
| | | | 55683 | 001-010-576-80-31-00 | PK-Operating Costs | Backpack sprayer | \$196.01 | |
| | | | 55702 | 001-013-518-20-31-00 | GG-Operating | Supplies for railing repair at VIC | \$19.79 | |
| | | | 55704 | 001-010-576-80-31-00 | PK-Operating Costs | Paint supplies for Catherine Creek Trails | \$27.15 | |
| | | | 55714 | 001-010-576-80-31-00 | PK-Operating Costs | Paint supplies for Catherine Creek Trails | \$11.71 | |
| | 43194 | Check Total | | | | | | \$599.56 |
| | | 8/17/2017 | 55349 | 001-008-521-21-31-00 | LE-Boating Minor Equipment | Deck brush/fasteners | \$10.99 | |
| | | | 55457 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Driveway sealer/blacktop cleaner | \$52.23 | |
| | | | 55474 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Hose Hanger - Lundeen shed | \$32.63 | |
| | | | 55515 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Hose nozzle/White board supplies | \$25.57 | |
| | | | 55517 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Cleaner/rope/tie down rachet - Lundeen | \$62.55 | |
| | | | 55529 | 001-008-521-20-31-02 | LE-Minor Equipment | Carabiner lite | \$4.33 | |
| | | | 55667 | 001-008-521-20-31-02 | LE-Minor Equipment | Keys/Key ring | \$18.98 | |
| | | | 55677 | 101-016-544-90-31-02 | ST-Operating Cost | Tire cleaner/jumper cables/shelf liner | \$28.80 | |
| | | | 55710 | 001-008-521-20-31-02 | LE-Minor Equipment | Keys/Fuses | \$24.97 | |
| | | | 55732 | 001-012-572-20-31-00 | CS-Library-Office & Operating | Sink parts for Library | \$71.91 | |



Checks to be Approved for 7/7/2017 to 8/17/2017

| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | | |
|--------------------|-------|-------------|-------------|----------------------|-------------------------------|---|-----------|----------|
| Ace Hardware | 43194 | 8/17/2017 | 55738 | 101-016-544-90-31-02 | ST-Operating Cost | Lumber to board up 1608 S Lake Stevens Rd | \$28.58 | |
| | | | 55739 | 001-012-572-20-31-00 | CS-Library-Office & Operating | Sink parts for Library | \$8.79 | |
| | | | 55743 | 001-008-521-20-31-02 | LE-Minor Equipment | Vehicle maintenance supplies | \$28.81 | |
| | | | 55744 | 001-012-572-20-31-00 | CS-Library-Office & Operating | Sink drain for Library | \$51.14 | |
| | | | 55752 | 001-013-518-20-31-00 | GG-Operating | Caster wheels for City hall Air Conditioner | \$7.61 | |
| | | | 55761 | 101-016-544-90-31-02 | ST-Operating Cost | Solder gun | \$19.59 | |
| | | | 55787 | 001-010-576-80-31-00 | PK-Operating Costs | Hose nozzle | \$17.41 | |
| | | | 55796 | 001-013-594-18-60-02 | GG - City Hall Demo | Shoe covers for work on New City Hall | \$8.70 | |
| | | | 55821 | 001-013-594-18-60-02 | GG - City Hall Demo | Electrical supplies - New City Hall | \$61.87 | |
| | | | 55834 | 001-013-594-18-60-02 | GG - City Hall Demo | Electrical parts for new City Hall | \$20.44 | |
| | | | 55841 | 001-013-594-18-60-02 | GG - City Hall Demo | Electrical parts for new City Hall | \$2.80 | |
| | | | 55885 | 001-008-521-20-31-02 | LE-Minor Equipment | Key ID sleeves for evidence room | \$10.86 | |
| Advance Auto Parts | 43063 | Check Total | | | | | | \$392.61 |
| | | 8/4/2017 | 2421-260046 | 101-016-544-90-31-02 | ST-Operating Cost | Replacement mirror PW16 | \$8.27 | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Replacement mirror PW16 | \$8.27 | |
| | | | 2421-260575 | 101-016-544-90-31-02 | ST-Operating Cost | Wiring clamp PW19 | \$1.04 | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Wiring clamp PW19 | \$1.03 | |
| | | | 2421-260586 | 001-008-521-21-31-00 | LE-Boating Minor Equipment | Gas hose caddy for boat | \$89.90 | |
| | | | 2421-260638 | 101-016-544-90-31-02 | ST-Operating Cost | ME-Pliers set and Large channel locks | \$143.16 | |
| | | | 2421-260655 | 101-016-544-90-31-02 | ST-Operating Cost | Hitch Pin PW3/PW4 | \$15.19 | |
| | | | 2421-260657 | 101-016-544-90-31-02 | ST-Operating Cost | Hitch Pin for PW3/PW4/PW5 | \$7.60 | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Hitch Pin for PW3/PW4/PW5 | \$7.59 | |
| | | | 2421-260664 | 101-016-544-90-31-02 | ST-Operating Cost | Hitch Pin PW3/PW4 - returned | (\$15.19) | |
| | | | 2421-260938 | 101-016-544-90-31-02 | ST-Operating Cost | ME-Brass Air Fitting | \$3.47 | |
| | | | 2421-261236 | 101-016-544-90-31-02 | ST-Operating Cost | Cylinder lock/ignition switch for PW1 | \$61.14 | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Cylinder lock/ignition switch for PW1 | \$61.14 | |
| | 43195 | Check Total | | | | | | \$0.21 |
| | | 8/17/2017 | 2421-260603 | 101-016-544-90-31-02 | ST-Operating Cost | Bearing Protectors | \$8.27 | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Bearing Protectors | \$8.27 | |
| | | | 2421-261447 | 101-016-544-90-31-02 | ST-Operating Cost | Return defective air filter | (\$33.78) | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Return defective air filter | (\$33.78) | |
| | | | 2421-261735 | 101-016-544-90-31-02 | ST-Operating Cost | Air Filter PW53 | \$4.21 | |



Checks to be Approved for 7/7/2017 to 8/17/2017

| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | | |
|-----------------------------|-------|-----------|-------------|----------------------|--------------------------------|------------------------------------|-------------|------------|
| Advance Auto Parts | 43195 | 8/17/2017 | 2421-261735 | 410-016-531-10-31-02 | SW-Operating Costs | Air Filter PW53 | \$4.21 | |
| | | | 2421-261738 | 101-016-544-90-31-02 | ST-Operating Cost | Sway bar links PW53 | \$7.36 | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Sway bar links PW53 | \$7.37 | |
| | | | 2421-262543 | 001-010-576-80-31-00 | PK-Operating Costs | Trailer ball for PW33 | \$11.37 | |
| | | | 2421-262664 | 101-016-544-90-31-02 | ST-Operating Cost | Hook Scribe Set | \$3.69 | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Hook Scribe Set | \$3.69 | |
| | | | 2421-262946 | 410-016-531-10-31-02 | SW-Operating Costs | Mirror for storm drain inspections | \$9.33 | |
| Advantage Building Services | 43064 | | | | | | Check Total | \$793.25 |
| | | 8/4/2017 | 3134 | 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 | |
| | | | | 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) | |
| | 43196 | | | | | | Check Total | \$793.25 |
| | | 8/17/2017 | 3208 | 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 | |
| | | | | 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) | |
| AFLAC | 0 | | | | | | Check Total | \$1,763.16 |
| | | 8/4/2017 | 073117 | 001-000-284-00-00-00 | Payroll Liability Other | Employee paid Insurance Prem | \$1,763.16 | |
| AG Enterprise Supply Inc | 43197 | | | | | | Check Total | \$3,679.18 |
| | | 8/17/2017 | INV027934 | 001-010-576-80-31-00 | PK-Operating Costs | Water sprayer | \$3,679.18 | |



Checks to be Approved for 7/7/2017 to 8/17/2017

| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | | |
|--------------------------------|-------|-----------|--------------|----------------------|------------------------------|---|--------------|--------------|
| Alexander Printing | 43065 | | | | | | Check Total | \$698.52 |
| | | 8/4/2017 | 51324 | 001-012-573-20-31-00 | CS-Arts Commission | Event cards for Arts Commission | \$171.41 | |
| | | | 51325 | 001-012-573-20-31-00 | CS-Arts Commission | Posters for Arts Comission | \$82.28 | |
| | | | 51643 | 001-005-518-10-31-00 | HR-Office Supplies | Business cards for Teri Smith | \$54.30 | |
| | | | 51700 | 302-010-576-80-61-00 | Park Mitigation Funds Exp | Frontier Heights parks acquisition Banners | \$210.62 | |
| | | | 51854 | 001-004-514-23-31-00 | FI-Office Supplies | #10 Window security envelopes | \$179.91 | |
| Alpine Fire and Safety Sys Inc | 43066 | | | | | | Check Total | \$217.15 |
| | | 8/4/2017 | 8939 | 101-016-544-90-31-02 | ST-Operating Cost | First aid supplies for City Shop | \$108.58 | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | First aid supplies for City Shop | \$108.57 | |
| | 43198 | | | | | | Check Total | \$249.38 |
| | | 8/17/2017 | 9183 | 001-013-594-18-60-02 | GG - City Hall Demo | 4 shelf first aid cabinet including supplies | \$249.38 | |
| Jennifer Anderson | 43199 | | | | | | Check Total | \$125.00 |
| | | 8/17/2017 | 050217 | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem-ICS 300 Training-Friday Harbor- J Anderson | \$125.00 | |
| Brian Anderson | 43067 | | | | | | Check Total | \$35.00 |
| | | 8/4/2017 | SPE2017-0009 | 001-000-322-90-00-01 | Other Non-Bus. Event Permits | Refund cancelled event permit SPE2017-0009 | \$35.00 | |
| Aquatechnex | 43068 | | | | | | Check Total | \$42,924.15 |
| | | 8/4/2017 | 8066 | 410-016-531-16-48-00 | SW - Alum Treatment | 2017 Eurasian Milfoil Lake treatment | \$42,924.15 | |
| Assoc of Washington Cities EFT | 0 | | | | | | Check Total | \$123,835.33 |
| | | 8/4/2017 | 073117 | 001-000-283-00-00-00 | Payroll Liability Medical | Medical Insurance Premium | \$123,835.33 | |
| | | | | 001-013-518-30-20-00 | GG-Benefits | Medical Insurance Premium | \$0.00 | |
| Wayne Aukerman | 43069 | | | | | | Check Total | \$782.07 |
| | | 8/4/2017 | 062717 | 001-008-521-20-43-00 | LE-Travel & Per Diem | Mllege for Collision Training-Aukerman | \$494.88 | |
| | | | 071417 | 001-008-521-20-31-00 | LE-Office Supplies | Materials for Collision Training-Aukerman | \$45.05 | |
| | | | | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem for Collision Training-Aukerman | \$242.14 | |
| Axon Enterprise Inc | 43070 | | | | | | Check Total | \$446.49 |
| | | 8/4/2017 | SI1489162 | 001-008-521-20-31-01 | LE-Fixed Minor Equipment | Taser Assurance plan annual payment | \$446.49 | |
| James Barnes | 43200 | | | | | | Check Total | \$355.00 |
| | | 8/17/2017 | 042817 | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem-ICS 300 Training-Friday Harbor-Barnes | \$125.00 | |
| | | | 042817b | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem-Use of Force-Arlington-Barnes | \$95.00 | |
| | | | 060717 | 001-008-521-21-43-00 | LE-Boating-Travel & Per Diem | Per Deim-Marine Conference-Tacoma-Barnes | \$135.00 | |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | Check Total |
|------------------------|-------|-----------|------------|----------------------|--------------------------------|--|-------------------|
| Phillip Bassett | 43201 | | | | | | \$19.00 |
| | | 8/17/2017 | 042617 | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem-BAC Draeger Refresher Training-Bassett | \$19.00 |
| Better Built Barns Inc | 43071 | | | | | | \$2,192.27 |
| | | 8/4/2017 | 173 | 302-010-576-80-61-00 | Park Mitigation Funds Exp | Final pmt for Shed at Community Gardens | \$2,192.27 |
| Bickford Motors Inc | 43202 | | | | | | \$88.61 |
| | | 8/17/2017 | 1120607 | 101-016-544-90-31-02 | ST-Operating Cost | Switch assembly PW50 | \$44.31 |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Switch assembly PW50 | \$44.30 |
| Bio Clean Inc | 43072 | | | | | | \$310.37 |
| | | 8/4/2017 | 8022 | 001-008-521-20-41-00 | LE-Professional Services | Decontamination of PT65 | \$310.37 |
| Bomgar Corporation | 43073 | | | | | | \$2,495.00 |
| | | 8/4/2017 | INV0035798 | 510-006-518-80-49-00 | License Renewal - Annual Maint | 1 yr Bomgar Cloud Subscription 2017-2018 | \$2,495.00 |
| Business Card | 43031 | | | | | | \$6,842.53 |
| | | 7/13/2017 | 2956 0717 | 001-008-521-20-31-01 | LE-Fixed Minor Equipment | Fujitsu ScanSnap Document Scanner-Records Desk | \$468.22 |
| | | | | 001-008-521-20-43-00 | LE-Travel & Per Diem | Refund meal charge overage | (\$0.79) |
| | | | | | LE-Travel & Per Diem | CIT training - Dyer | \$19.64 |
| | | | | 001-008-521-20-43-01 | LE-Business Meetings | Multi City Chiefs meeting | \$4.85 |
| | | | | | LE-Business Meetings | Command Staff retreat | \$58.80 |
| | | | | 001-008-521-30-31-00 | LE-Community Outreach Supplies | Black Plastic Police Chief Hats | \$499.85 |
| | | | 4396 0717 | 001-001-511-60-43-00 | Legislative - Travel & Mtgs | Refund May SCC Meeting 5/18/17 | (\$70.00) |
| | | | | 001-004-514-23-31-00 | FI-Office Supplies | Spreadsheet Assistant upgrade | \$23.93 |
| | | | | 001-004-514-23-49-01 | FI-Staff Development | WFOA Conference 2017 - Roundy | \$325.00 |
| | | | | 001-008-521-20-31-02 | LE-Minor Equipment | Toll fee PT41 | \$5.50 |
| | | 6863 0717 | | 001-008-521-20-31-02 | LE-Minor Equipment | Drawstring bags for suspects belongings | \$154.21 |
| | | | | | LE-Minor Equipment | Apex Pants - Brooks | \$175.98 |
| | | | | | LE-Minor Equipment | Vehicle Licensing for vintage Patrol Vehicle | \$43.25 |
| | | | | | LE-Minor Equipment | 1000 Alco-Sensor FST Mouthpieces | \$271.12 |
| | | | | 001-008-521-20-41-01 | LE-Proessional Serv-Fixed | Transcription services case 2017-10177 | \$85.10 |
| | | | | 001-008-521-21-31-00 | LE-Boating Minor Equipment | Autotether-Ignition kill switch for PT67 Boat | \$338.00 |
| | | | | 520-008-594-21-63-00 | Capital Equipment | Personalized License plates for vintage Patrol Vehicle | \$95.00 |
| | | 7280 0717 | | 001-008-521-20-31-02 | LE-Minor Equipment | Collect shipping for boat supplies | \$12.75 |
| | | | | 001-008-521-20-43-01 | LE-Business Meetings | Records Oral Boards Panel | \$68.06 |
| | | | | | LE-Business Meetings | Records Oral Board Panel | \$13.99 |



Checks to be Approved for 7/7/2017 to 8/17/2017

| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | |
|---------------|-------|-----------|-----------|----------------------|--------------------------------|---|----------|
| Business Card | 43031 | 7/13/2017 | 7280 0717 | 001-008-521-30-31-00 | LE-Community Outreach Supplies | Healt & Safety Fair - supplies | \$4.36 |
| | | | 7638 0717 | 001-008-521-20-48-00 | LE-Repair & Maintenance Equip | New Key fob and programming PT69 | \$37.90 |
| | | | | | LE-Repair & Maintenance Equip | Remote Keyless tranmitter PT69 | \$98.01 |
| | | | 7988 0717 | 001-010-576-80-31-00 | PK-Operating Costs | Dog waste bags for parks | \$117.99 |
| | | | | | PK-Operating Costs | Germicidal Deoderizing Cleaner | \$83.07 |
| | | | | 001-010-576-80-49-01 | PK-Staff Development | Flagger training - Seasonal workers | \$113.34 |
| | | | | 001-013-594-18-60-02 | GG - City Hall Demo | Movers Dolly 1000 lb capacity | \$87.48 |
| | | | | | GG - City Hall Demo | T-Blade Outdoor SJTW 12/3 Extension Cord | \$38.74 |
| | | | | 101-016-542-30-49-01 | ST-Staff Development | Public Works Contracting Legislation Webinar-A Wells | \$17.50 |
| | | | | | ST-Staff Development | Flagger training - Seasonal workers | \$113.33 |
| | | | | 101-016-544-90-31-02 | ST-Operating Cost | Public Works Management Practices Manual | \$57.20 |
| | | | | | ST-Operating Cost | 48 inch Electronic Dust and Waterproof IP65 Tech Level w/case | \$109.50 |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | 48 inch Electronic Dust and Waterproof IP65 Tech Level w/case | \$109.50 |
| | | | | | SW-Operating Costs | Public Works Management Practices Manual | \$57.21 |
| | | | | 410-016-531-10-49-01 | SW-Staff Development | Public Works Contracting Legislation Webinar-A Wells | \$17.50 |
| | | | | | SW-Staff Development | Flagger training - Seasonal workers | \$113.33 |
| | | | 8232 0717 | 001-002-513-11-43-00 | AD-Travel & Meetings | MAG meeting - Brazel | \$10.80 |
| | | | 8484 0717 | 001-005-517-90-41-00 | HR-Wellness Program | Prize for Wellness Event-Walkamole | \$20.00 |
| | | | | | HR-Wellness Program | Supplies for Wellness Event-Walkamole | \$158.85 |
| | | | | 001-007-558-50-41-03 | PL-Advertising | Postcard mailing Nourse Dev Agreement | \$85.75 |
| | | | | | PL-Advertising | Postcard mailing Nourse Continuation of Hearing | \$85.75 |
| | | | | | PL-Advertising | Postcard mailing LUA2017-0093 | \$20.38 |
| | | | | | PL-Advertising | Postcard mailing LUA2017-0104 | \$33.73 |
| | | | | | PL-Advertising | Postcard mailing LUA2017-0082 | \$17.32 |
| | | | | | PL-Advertising | Postcard mailing LUA2016-0005 | \$19.85 |
| | | | | 001-007-558-50-43-00 | PL-Travel & Mtgs | Parking Sno County Garage | \$3.00 |
| | | | 9455 0717 | 001-008-521-20-31-02 | LE-Minor Equipment | Vehicle registration PT72 | \$49.25 |
| | | | | | LE-Minor Equipment | Able 2 Heavy Duty Megaphone | \$254.83 |
| | | | | | LE-Minor Equipment | Able 2 Heavy Duty Megaphone Sale Tax | \$22.68 |
| | | | | | LE-Minor Equipment | Tactical Flashlight - Beazizo | \$130.45 |
| | | | | | LE-Minor Equipment | Navy pants - Beazizo | \$140.78 |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | |
|---------------|-------|-----------|-----------|----------------------|--------------------------------|--|--------------------------------|
| Business Card | 43031 | 7/13/2017 | 9455 0717 | 520-008-594-21-63-00 | Capital Equipment | Extended warranty PT72 | \$1,971.44 |
| | | | | | Capital Equipment | Vehicle registration PT80 | \$49.25 |
| | 43203 | | | | | | Check Total \$10,642.85 |
| | | 8/17/2017 | 0597 0817 | 001-008-521-20-43-01 | LE-Business Meetings | Food for Lateral Police Officer Oral Boards | \$42.64 |
| | | | | | LE-Business Meetings | Water for Lateral Police Officer Oral Boards | \$20.67 |
| | | | 1923 0817 | 001-006-518-80-49-00 | IT-Miscellaneous | ACCIS membership | \$75.00 |
| | | | 2956 0817 | 001-008-521-20-43-01 | LE-Business Meetings | Parking for Meeting with Makers in Seattle | \$14.00 |
| | | | | | LE-Business Meetings | Meeting with Makers in Seattle | \$37.09 |
| | | | 4396 0817 | 001-004-514-23-49-01 | FI-Staff Development | Webinar-Understanding Property Tax in Washington State-B Stevens | \$35.00 |
| | | | | | FI-Staff Development | Refund for WFO Conference Registration | (\$325.00) |
| | | | | 001-007-571-00-30-00 | PL - Park & Recreation | Tent for Event in Lundeen Park on 7/23/17 | \$413.68 |
| | | | | 001-012-573-20-31-00 | CS-Arts Commission | Tent for Event in Lundeen Park on 7/23/17 | \$697.72 |
| | | | | | CS-Arts Commission | Tent for Arts Commission event on 7/9/17 | \$1,111.41 |
| | | | | 001-012-573-90-31-00 | CS-Community Activity-Aquafest | Ice for Aquafest booth | \$4.58 |
| | | | | 001-013-518-20-41-00 | GG-Professional Service | Background check for solicitors license | \$36.00 |
| | | | 4517 0817 | 001-001-511-60-43-00 | Legislative - Travel & Mtgs | Refreshments for Council Retreat | \$4.18 |
| | | | | 001-001-513-10-49-05 | Executive - Board/Staff Apprec | Supplies for Veterans Commission Celebration | \$43.47 |
| | | | | 001-002-513-11-49-00 | AD-Staff Development | Police Public Information Officer Training-Braun | \$295.00 |
| | | | | 001-007-558-50-41-03 | PL-Advertising | Help Wanted Ad | \$195.00 |
| | | | | | PL-Advertising | Help Wanted - Senior Planner | \$100.00 |
| | | | | 001-008-521-20-41-03 | LE-Advertising | Help Wanted - Lateral Police Officer | \$295.00 |
| | | | | 001-013-518-30-41-01 | GG-Advertising | General Help Wanted Ad - The Veteran Journal | \$445.50 |
| | | | 5428 0817 | 001-008-521-20-43-01 | LE-Business Meetings | Food for Extended search | \$46.78 |
| | | | 6863 0817 | 001-008-521-20-31-02 | LE-Minor Equipment | Brother Car Adapter | \$27.32 |
| | | | | | LE-Minor Equipment | Reflective Vests for Volunteers | \$96.99 |
| | | | | | LE-Minor Equipment | Blackhawk Serpa weapons mount | \$26.40 |
| | | | | | LE-Minor Equipment | Wireless Airlink wall charger | \$39.99 |
| | | | | 001-008-521-30-31-00 | LE-Community Outreach Supplies | 120W 6 ft input cables | \$291.06 |
| | | | | | LE-Community Outreach Supplies | Refreshments - Aquafest | \$59.30 |
| | | | | 001-008-521-50-30-00 | LE-Facilities Supplies | Front office blinds for Police Station | \$150.28 |
| | | | | 520-008-594-21-63-00 | Capital Equipment | Window Tint for Detective vehicle | \$317.03 |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | |
|---------------|-------|-----------|-----------|----------------------|--------------------------------|--|------------|
| Business Card | 43203 | 8/17/2017 | 6863 0817 | 520-008-594-21-63-00 | Capital Equipment | Vehicle Registration PT99 | \$47.00 |
| | | | 7280 0817 | 001-008-521-20-31-00 | LE-Office Supplies | ID Maker YMCKOK Printer Ribbon | \$287.95 |
| | | | | 001-008-521-30-31-00 | LE-Community Outreach Supplies | Supplies for Aquafest booth | \$239.83 |
| | | | 7638 0817 | 001-008-521-20-31-01 | LE-Fixed Minor Equipment | Motorola Radio Battery | \$34.98 |
| | | | | 001-008-521-20-31-02 | LE-Minor Equipment | Rangers Ultra Compact Aluminum Tripod | \$105.93 |
| | | | | | LE-Minor Equipment | Ladders | \$189.78 |
| | | | | 001-008-521-20-41-01 | LE-Proessional Serv-Fixed | Transcription services | \$90.65 |
| | | | | 001-008-521-50-30-00 | LE-Facilities Supplies | Paint/trim kit | \$70.71 |
| | | | | | LE-Facilities Supplies | Plastic sheeting/painters tape/paint brushes & rollers | \$47.70 |
| | | | 7988 0817 | 001-013-594-18-60-02 | GG - City Hall Demo | Bathroom cabinets for New City Hall | \$301.26 |
| | | | | | GG - City Hall Demo | Planter at New City Hall | \$1,781.95 |
| | | | | 101-016-544-90-31-02 | ST-Operating Cost | Movers Dolly | \$16.99 |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Movers Dolly | \$16.99 |
| | | | 8026 0817 | 001-007-558-50-43-00 | PL-Travel & Mtgs | Parking for Surplus Property Meeting-Bellevue | \$12.00 |
| | | | 8171 0817 | 001-008-521-30-31-00 | LE-Community Outreach Supplies | Supplies for Aquafest booth | \$273.05 |
| | | | 8232 0817 | 001-002-513-11-43-00 | AD-Travel & Meetings | MAG meeting - Brazel | \$14.39 |
| | | | | 001-013-518-20-41-00 | GG-Professional Service | Veterans commission background checks | \$96.00 |
| | | | 8484 0817 | 001-007-558-50-41-03 | PL-Advertising | Postcard mailing - Fairview Terrace | \$19.85 |
| | | | | | PL-Advertising | Postcard mailing - Aquafest | \$105.90 |
| | | | | | PL-Advertising | Postcard mailing - LUA2017-0108 | \$50.72 |
| | | | | 001-007-558-50-49-01 | PL-Staff Development | WA APA Registration | \$525.00 |
| | | | 8877 0817 | 001-008-521-20-31-00 | LE-Office Supplies | Printer ink | \$59.88 |
| | | | | | LE-Office Supplies | Single pocket wall file | \$16.96 |
| | | | | 001-008-521-20-31-02 | LE-Minor Equipment | Milwaukee Cordless Combo Drill kit | \$133.49 |
| | | | | | LE-Minor Equipment | First Aid Kit for bike patrol | \$119.97 |
| | | | | | LE-Minor Equipment | Key storage box | \$34.69 |
| | | | | 001-008-521-20-41-01 | LE-Proessional Serv-Fixed | Database searches | \$108.90 |
| | | | | 001-008-521-20-43-00 | LE-Travel & Per Diem | Hotel-NW Fraud Inestigators Assoc-Bernhard | \$242.86 |
| | | | | | LE-Travel & Per Diem | Airfare-Minneapolis/St Paul-Barnes | \$392.40 |
| | | | | 001-008-521-21-31-00 | LE-Boating Minor Equipment | Tie downs/Brake Winch for boat | \$88.84 |
| | | | | 001-008-521-21-43-00 | LE-Boating-Travel & Per Diem | Hotel-Boating Accident Investigation Training-Carter | \$615.90 |
| | | | | 001-008-521-40-49-01 | LE-Registration Fees | Neurobiology of Trauma-Wachtveitl | \$75.00 |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | | |
|------------------------------|-------|-------------|------------|----------------------|-----------------------------|---|---|----------|
| Business Card | 43203 | 8/17/2017 | 8877 0817 | 001-008-521-40-49-01 | LE-Registration Fees | Refund WLI training - J Ubert | (\$1,250.00) | |
| | | | | 520-008-594-21-63-00 | Capital Equipment | Inverter/Touchscreen monitor - New PSD vehicle | \$210.77 | |
| | | | | | Capital Equipment | Backlit Keyboard - New PSD vehicle | \$139.89 | |
| | | | 9438 0817 | 001-008-521-22-31-00 | LE- Investigation Ops Costs | Meal for investigations - Case 2017-16376 | \$52.33 | |
| | | | 9455 0817 | 001-008-521-20-31-02 | LE-Minor Equipment | Returned Tactical Flashlight | (\$253.80) | |
| | | | | | LE-Minor Equipment | Pants - Beazizo | \$140.78 | |
| | | | | | LE-Minor Equipment | Freeman Cage Net w/cover | \$122.65 | |
| | | | | | LE-Minor Equipment | Corporal Chevrons | \$156.82 | |
| | | | | | LE-Minor Equipment | Dog food/Kennel | \$68.59 | |
| | | | | | LE-Minor Equipment | Grote Emergency Lighting | \$105.13 | |
| | | | | | LE-Minor Equipment | Tactical Flashlight w/High Capacity Battery & Battery Organizer | \$130.45 | |
| | | | | | LE-Minor Equipment | Watch battery | \$21.74 | |
| | | | | | 001-008-521-20-41-01 | LE-Proessional Serv-Fixed | Service Game camera - 1500 Thumbnails/month | \$9.99 |
| | | | | | | LE-Proessional Serv-Fixed | Transcription services | \$173.90 |
| Cadman Materials Inc | 43204 | Check Total | | | | | \$1,160.20 | |
| | | 8/17/2017 | 9436003837 | 001-013-594-18-60-02 | GG - City Hall Demo | Concrete for New City Hall Sidewalks | \$1,160.20 | |
| Canon Financial Services Inc | 43074 | Check Total | | | | | \$34.13 | |
| | | 8/4/2017 | 17553099 | 101-016-542-30-48-00 | ST-Repair & Maintenance | Copier Maintenance - City Shop | \$17.07 | |
| | | | | 410-016-531-10-48-00 | SW-Repairs & Maintenance | Copier Maintenance - City Shop | \$17.06 | |
| Canopy West | 43075 | Check Total | | | | | \$2,664.61 | |
| | | 8/4/2017 | E31770 | 520-008-594-21-63-00 | Capital Equipment | Canopy for PT71 | \$2,664.61 | |
| David Carter | 43205 | Check Total | | | | | \$135.00 | |
| | | 8/17/2017 | 060717 | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem-Training-Marine Conference-Tacoma-Carter | \$135.00 | |
| CDW Government Inc | 43076 | Check Total | | | | | \$582.37 | |
| | | 8/4/2017 | JMQ2160 | 510-006-518-80-31-00 | Purchase Computer Equipment | Intel Core i5-5250U processor/SSD/SODIMM | \$582.37 | |
| | 43206 | Check Total | | | | | \$3,380.12 | |
| | | 8/17/2017 | JPZ9091 | 510-006-518-80-31-00 | Purchase Computer Equipment | Monitor/Backup power supplies/cables | \$3,380.12 | |
| Central Welding Supply | 43077 | Check Total | | | | | \$14.54 | |
| | | 8/4/2017 | RN06171007 | 101-016-544-90-31-02 | ST-Operating Cost | Argon gas for welder | \$7.27 | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Argon gas for welder | \$7.27 | |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | Check Total |
|------------------------|-------|-----------|--------------|----------------------|---------------------------|---|--------------------|
| Central Welding Supply | 43207 | | | | | | \$11.79 |
| | | 8/17/2017 | RN07171004 | 101-016-544-90-31-02 | ST-Operating Cost | Argon welding gas | \$5.90 |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Argon welding gas | \$5.89 |
| CHS Engineers LLC | 43078 | | | | | | \$7,825.59 |
| | | 8/4/2017 | June2017 | 001-007-558-50-41-01 | PL-CA-Developer Reimb | LUA2016-0090 Stevens Ridge Estates | \$1,132.16 |
| | | | | 101-016-544-20-41-00 | ST-Prof Srv - Engineering | LUA2017-0056 School Bus Facility | \$957.36 |
| | | | | | ST-Prof Srv - Engineering | LUA2017-0091 Hillcrest Estates | \$1,840.08 |
| | | | | | ST-Prof Srv - Engineering | South Lake Stevens Road Shoulder | \$562.35 |
| | | | | | ST-Prof Srv - Engineering | J Cool BLA | \$349.12 |
| | | | | | ST-Prof Srv - Engineering | LUA2016-0028 Eagle Glen Asbuilts | \$314.16 |
| | | | | | ST-Prof Srv - Engineering | LUA2017-0036 Eagle Glen North | \$448.80 |
| | | | | | ST-Prof Srv - Engineering | LUA2017-0100 Hartford Industrial | \$1,503.48 |
| | | | | | ST-Prof Srv - Engineering | LUA2017-0080 Linehan SP | \$538.56 |
| City of Everett | 43079 | | | | | | \$185.00 |
| | | 8/4/2017 | I17001260 | 001-008-554-30-51-00 | LE-Animal Control | Animal Shelter services May 2017 | \$185.00 |
| | 43080 | | | | | | \$25.34 |
| | | 8/4/2017 | 010340 0717 | 101-016-543-50-47-00 | ST-Utilities | Water services at 9306 20th St SE | \$25.34 |
| | 43208 | | | | | | \$2,220.00 |
| | | 8/17/2017 | I17001466 | 001-008-554-30-51-00 | LE-Animal Control | Animal Control services June 2017 | \$2,220.00 |
| City of Marysville | 43081 | | | | | | \$18,544.00 |
| | | 8/4/2017 | 17-011 | 001-013-512-50-41-00 | GG-Municipal Court Fees | Court Citations June 2017 | \$12,699.78 |
| | | | POLIN11-0822 | 001-008-523-60-51-00 | LE-Jail | Prisoner Housing Yakima - May 2017 | \$1,377.70 |
| | | | POLIN11-0824 | 001-008-523-60-51-00 | LE-Jail | Prisoner Medical - May 2017 | \$100.00 |
| | | | POLIN11-0828 | 001-008-523-60-51-00 | LE-Jail | Prisoner Transport fees to SCORE - May 2017 | \$85.00 |
| | | | POLIN11-0829 | 001-008-523-60-51-00 | LE-Jail | Prisoner Housing SCORE - May 2017 | \$435.12 |
| | | | POLIN11-0832 | 001-008-523-60-51-00 | LE-Jail | Prisoner Medical - June 2017 | \$300.00 |
| | | | POLIN11-0834 | 001-008-523-60-51-00 | LE-Jail | Prisoner Housing June 2017 | \$3,546.40 |
| | 43209 | | | | | | \$18,008.28 |
| | | 8/17/2017 | 17-013 | 001-013-512-50-41-00 | GG-Municipal Court Fees | Court Citations July 2017 | \$18,008.28 |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | Check Total |
|------------------------------|-------|-----------|--------------|----------------------|-----------------------------|--|-------------------|
| Clarks Native Trees & Shrubs | 43082 | | | | | | \$2,169.59 |
| | | 8/4/2017 | 16620 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Native Trees & Shrubs for Lundeen Park | \$1,516.16 |
| | | | 16639 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Native Trees & Shrubs for Lundeen Park | \$653.43 |
| Co Op Supply | 43083 | | | | | | \$782.68 |
| | | 8/4/2017 | 561241/1 | 302-010-576-80-61-00 | Park Mitigation Funds Exp | Lumber for Community Garden | \$471.25 |
| | | | 615025/4 | 302-010-576-80-61-00 | Park Mitigation Funds Exp | Lumber for Community Garden | \$311.43 |
| Comcast | 43032 | | | | | | \$95.68 |
| | | 7/13/2017 | 0808840 0617 | 001-010-576-80-42-00 | PK-Communication | Internet services - City Shop | \$31.90 |
| | | | | 101-016-543-30-42-00 | ST-Communications | Internet services - City Shop | \$31.89 |
| | | | | 410-016-531-10-42-00 | SW-Communications | Internet services - City Shop | \$31.89 |
| | 43033 | | | | | | \$115.68 |
| | | 7/13/2017 | 0692756 0617 | 001-008-521-20-42-00 | LE-Communication | Internet services - Market Place | \$115.68 |
| | 43084 | | | | | | \$160.68 |
| | | 8/4/2017 | 1012996 0617 | 101-016-542-64-47-00 | ST-Traffic Control -Utility | Traffic signal control | \$160.68 |
| | 43085 | | | | | | \$86.18 |
| | | 8/4/2017 | 0810218 0717 | 001-008-521-20-42-00 | LE-Communication | Internet services - N Lakeshore Dr | \$86.18 |
| | 43086 | | | | | | \$145.68 |
| | | 8/4/2017 | 0991976 0617 | 001-010-576-80-42-00 | PK-Communication | Internet services - Park & Rec office at VIC | \$145.68 |
| | 43087 | | | | | | \$155.68 |
| | | 8/4/2017 | 1009612 0717 | 001-013-518-20-42-00 | GG-Communication | Internet services - VIC | \$155.68 |
| | 43210 | | | | | | \$86.18 |
| | | 8/17/2017 | 0808840 0717 | 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 |
| | 43211 | | | | | | \$106.18 |
| | | 8/17/2017 | 0692756 0717 | 001-008-521-20-42-00 | LE-Communication | Internet services-Market Place | \$106.18 |
| | 43212 | | | | | | \$145.68 |
| | | 8/17/2017 | 0991976 0717 | 001-010-576-80-42-00 | PK-Communication | Internet services - Park & Rec Office | \$145.68 |
| | 43213 | | | | | | \$160.68 |
| | | 8/17/2017 | 1012996 0717 | 101-016-542-64-47-00 | ST-Traffic Control -Utility | Traffic Signal Control | \$160.68 |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | | |
|-------------------------------|---------|-----------|----------------------|----------------------|------------------------------|--|---------------|-------------|
| Comdata Corporation | 43034 | | | | | | Check Total | \$632.93 |
| | | 7/13/2017 | 20274605 | 001-008-521-20-32-00 | LE-Fuel | Fuel | \$632.93 | |
| | 43214 | | | | | | Check Total | \$252.87 |
| 8/17/2017 | | 20275172 | 001-008-521-20-32-00 | LE-Fuel | Fuel | \$252.87 | | |
| Cory De Jong and Sons Inc | 43215 | | | | | | Check Total | \$369.17 |
| | | 8/17/2017 | W248223 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Hog Fuel - Lundeen restoration | \$67.79 | |
| | W248225 | | 001-010-576-80-31-00 | PK-Operating Costs | Bark - Boat Launch | \$301.38 | | |
| Cory Jorgensen | 43088 | | | | | | Check Total | \$1,000.00 |
| | | 8/4/2017 | 750 | 001-007-558-50-41-02 | PL-Software Maint. | Final pmt Implementation of Citizens Connect | \$1,000.00 | |
| Crandall Arambula PC | 43089 | | | | | | Check Total | \$10,950.95 |
| | | 8/4/2017 | 15 | 001-007-558-70-41-00 | PL-Economic Devel | LS Downtown Plan | \$3,238.75 | |
| | | | 3 | 001-007-558-70-41-00 | PL-Economic Devel | LS Downtown Plan | \$2,600.00 | |
| | | | 4 | 001-013-594-18-60-04 | Downtown Center/Park - Grant | North Cove Park Master Plan | \$5,112.20 | |
| Crystal Springs | 43035 | | | | | | Check Total | \$375.28 |
| | | 7/13/2017 | 5249844070117 | 001-007-558-50-31-01 | PL-Operating Costs | Bottled Water | \$69.81 | |
| | | | | 001-007-559-30-31-01 | PB-Operating Cost | Bottled Water | \$34.30 | |
| | | | | 001-013-518-20-31-00 | GG-Operating | Bottled Water | \$34.30 | |
| | | | | 101-016-544-90-31-02 | ST-Operating Cost | Bottled Water | \$118.44 | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Bottled Water | \$118.43 | |
| | 43036 | | | | | | Check Total | \$101.51 |
| | | 7/13/2017 | 16015194062417 | 001-008-521-50-30-00 | LE-Facilities Supplies | Bottled Water | \$101.51 | |
| | 43216 | | | | | | Check Total | \$460.60 |
| | | 8/17/2017 | 16015194072217 | 001-008-521-50-30-00 | LE-Facilities Supplies | Bottled Water | \$108.97 | |
| | | | | 5249844080117 | 001-007-558-50-31-01 | PL-Operating Costs | Bottled Water | \$51.95 |
| | | | | 001-007-559-30-31-01 | PB-Operating Cost | Bottled Water | \$40.96 | |
| | | | | 001-013-518-20-31-00 | GG-Operating | Bottled Water | \$40.96 | |
| | | | | 101-016-544-90-31-02 | ST-Operating Cost | Bottled Water | \$108.88 | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Bottled Water | \$108.88 | |
| Daily Journal of Commerce Inc | 43090 | | | | | | Check Total | \$73.60 |
| | | 8/4/2017 | 3326732 | 001-007-558-50-41-03 | PL-Advertising | RFQ Landscape Architects | \$73.60 | |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | Check Total |
|-------------------------------|-------|-----------|-----------|----------------------|-----------------------------|--|--------------------|
| Daily Journal of Commerce Inc | 43217 | | | | | | \$39.10 |
| | | 8/17/2017 | 3327886 | 410-016-531-10-41-05 | SW-Advertising | Aerator Removal | \$39.10 |
| Dataquest LLC | 43091 | | | | | | \$299.50 |
| | | 8/4/2017 | 1939 | 001-002-513-11-41-00 | AD-Professional Services | Background checks-new employee | \$70.50 |
| | | | 2192 | 001-007-558-50-41-00 | PL-Professional Serv | Background checks-new employee | \$67.50 |
| | | | | 001-010-576-80-41-00 | PK-Professional Services | Background checks-new employee | \$58.00 |
| | | | | 101-016-542-30-41-02 | ST-Professional Service | Background checks-new employee | \$22.75 |
| | | | | 410-016-531-10-41-01 | SW-Professional Services | Background checks-new employee | \$80.75 |
| | 43218 | | | | | | \$80.00 |
| | | 8/17/2017 | 3005 | 001-005-521-11-41-00 | HR-Civil - Professional Srv | Background check | \$80.00 |
| Day Wireless Systems | 43037 | | | | | | \$162.30 |
| | | 7/13/2017 | 438374 | 001-008-521-20-41-00 | LE-Professional Services | SMD calibration services | \$162.30 |
| | 43092 | | | | | | \$2,531.88 |
| | | 8/4/2017 | 438537 | 001-008-521-20-31-01 | LE-Fixed Minor Equipment | Mobile installed on motorcycle | \$2,531.88 |
| | 43219 | | | | | | \$2,329.74 |
| | | 8/17/2017 | 206043-00 | 001-008-521-20-31-01 | LE-Fixed Minor Equipment | Traffic helmet | \$1,130.38 |
| | | | 441701 | 001-008-521-20-31-01 | LE-Fixed Minor Equipment | Flexible Ear Insert - R Brooks | \$64.70 |
| | | | 441782 | 001-008-521-20-31-01 | LE-Fixed Minor Equipment | Flexible Ear Insert - Beazizo | \$66.38 |
| | | | 441967 | 001-008-521-20-31-01 | LE-Fixed Minor Equipment | Super Mic/Flexible Ear Insert - Aukerman | \$796.24 |
| | | | 442358 | 001-008-521-20-31-01 | LE-Fixed Minor Equipment | Speakers/Flexible Ear Inserts - R Brooks | \$208.64 |
| | | | 442494 | 001-008-521-20-31-01 | LE-Fixed Minor Equipment | Flexible Ear Insert - Heinemann | \$63.40 |
| Dept Graphics | 43038 | | | | | | \$872.12 |
| | | 7/13/2017 | 8581 | 520-008-594-21-63-00 | Capital Equipment | Grapics on PS-17-71 | \$872.12 |
| Dept of Labor and Industries | 0 | | | | | | \$38,333.96 |
| | | 7/13/2017 | Q2/2017 | 001-000-281-00-00-00 | Payroll Liability Taxes | Q2 2017 Workers Comp Insurance | \$38,060.19 |
| | | | | 001-008-521-20-24-00 | LE-Workmans Compensation | Q2 2017 Workers Comp Insurance | \$9.98 |
| | | | | 001-010-576-80-24-00 | PK-Workmans Compensation | Q2 2017 Workers Comp Insurance | \$96.72 |
| | | | | 001-013-518-30-24-00 | GG-Workers Compensation | Q2 2017 Workers Comp Insurance | \$0.15 |
| | | | | 101-016-542-30-24-00 | ST-Workmans Compensation | Q2 2017 Workers Comp Insurance | \$83.82 |
| | | | | 410-016-531-10-24-00 | SW-Workmans Compensation | Q2 2017 Workers Comp Insurance | \$83.10 |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | Check Total |
|--|-------|-----------|------------|----------------------|-------------------------------|---------------------------------|---------------------|
| Dept of Licensing | 0 | | | | | | \$2,223.00 |
| | | 8/17/2017 | 2319-2446 | 633-000-589-30-00-05 | Gun Permit - State Remittance | Weapons Permits State Portion | \$2,223.00 |
| Dept of Retirement (Deferred Comp) | 0 | | | | | | \$4,185.00 |
| | | 7/12/2017 | 071417 | 001-000-282-00-00-00 | Payroll Liability Retirement | Employee Portion-State Deferre | \$1,395.00 |
| | | 8/4/2017 | 073117 | 001-000-282-00-00-00 | Payroll Liability Retirement | Employee Portion-State Deferre | \$1,395.00 |
| | | 8/17/2017 | 081517 | 001-000-282-00-00-00 | Payroll Liability Retirement | Employee Portion-State Deferre | \$1,395.00 |
| Dept of Retirement PERS LEOFF | 0 | | | | | | \$89,861.47 |
| | | 8/4/2017 | 073117 | 001-000-282-00-00-00 | Payroll Liability Retirement | PERS LEOFF Contributions | \$89,861.47 |
| Dept of Revenue | 0 | | | | | | \$439.21 |
| | | 7/13/2017 | June2017 | 001-013-518-90-49-06 | GG-Excise Tax | June 2017 Excise taxes | \$439.21 |
| | 43026 | | | | | | \$1,479.09 |
| | | 7/12/2017 | Q22017 | 633-000-589-30-00-01 | Leasehold Excise Tax Remit | Q2 2017 Leasehold Excise Tax | \$1,479.09 |
| Dicks Towing Inc | 43093 | | | | | | \$115.19 |
| | | 8/4/2017 | 165214 | 001-008-521-20-41-00 | LE-Professional Services | Evidence Towing case 2017-15399 | \$115.19 |
| | 43220 | | | | | | \$126.16 |
| | | 8/17/2017 | 161417 | 001-008-521-20-41-00 | LE-Professional Services | Towing services BDC2864 | \$126.16 |
| Dunlap Industrial Hardware | 43221 | | | | | | \$255.54 |
| | | 8/17/2017 | 1391993-01 | 001-010-576-80-31-06 | PK - Lake Safety | Cable cutter for buoy cables | \$103.06 |
| | | | 1392071-01 | 001-010-576-80-31-06 | PK - Lake Safety | Yellow sea floats | \$152.48 |
| E&E Lumber Inc | 43222 | | | | | | \$210.91 |
| | | 8/17/2017 | 123121 | 001-008-521-50-48-00 | LE-Facility Repair & Maint | Lumber - Police Lobby | \$85.10 |
| | | | 123813 | 001-008-521-50-48-00 | LE-Facility Repair & Maint | Lumber - Police Lobby | \$125.81 |
| Electronic Federal Tax Pmt System EFTPS | 0 | | | | | | \$236,865.14 |
| | | 7/12/2017 | 071417 | 001-000-281-00-00-00 | Payroll Liability Taxes | Federal Payroll Taxes | \$79,158.00 |
| | | 8/4/2017 | 073117 | 001-000-281-00-00-00 | Payroll Liability Taxes | Federal Payroll Taxes | \$66,966.00 |
| | | 8/17/2017 | 081517 | 001-000-281-00-00-00 | Payroll Liability Taxes | Federal Payroll Taxes | \$90,741.14 |
| Electronic Business Machines | 43094 | | | | | | \$665.44 |
| | | 8/4/2017 | AR73639 | 001-007-558-50-48-00 | PL-Repairs & Maint. | Copier Maintenance & Repair | \$9.64 |
| | | | | 001-007-559-30-48-00 | PB-Repair & Maintenance | Copier Maintenance & Repair | \$9.63 |
| | | | | 101-016-542-30-48-00 | ST-Repair & Maintenance | Copier Maintenance & Repair | \$9.64 |
| | | | | 410-016-531-10-48-00 | SW-Repairs & Maintenance | Copier Maintenance & Repair | \$9.64 |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | |
|--------------------------------------|-----------|-------------|----------------------|----------------------------|--------------------------------|---|-------------|
| Electronic Business Machines | 43094 | 8/4/2017 | AR74390 | 001-007-558-50-48-00 | PL-Repairs & Maint. | Copier Maintenance & Repair | \$208.96 |
| | | | | 001-007-559-30-48-00 | PB-Repair & Maintenance | Copier Maintenance & Repair | \$208.96 |
| | | | | 001-013-518-20-48-00 | GG-Repair & Maintenance | Copier Maintenance & Repair | \$208.97 |
| | 43223 | Check Total | | | | | \$218.64 |
| | 8/17/2017 | AR75171 | 001-008-521-50-48-00 | LE-Facility Repair & Maint | Copier Repair & Maintenance | \$218.64 | |
| Engineering Innovation | 43224 | Check Total | | | | | \$229.85 |
| | | 8/17/2017 | 15527 | 001-008-521-20-42-00 | LE-Communication | Parcel paks for passport mailings | \$229.85 |
| Everett Community College | 43225 | Check Total | | | | | \$1,350.00 |
| | | 8/17/2017 | 17180013 | 001-008-521-40-49-01 | LE-Registration Fees | Crime Scene Evidence Tech Course-Warbis/Smith/Parnell | \$1,350.00 |
| Everett Office Furniture | 43040 | Check Total | | | | | \$107.81 |
| | | 7/13/2017 | 16187N | 001-008-521-50-30-00 | LE-Facilities Supplies | Cherry Bookcase | \$107.81 |
| Everett Safe and Lock Inc | 43095 | Check Total | | | | | \$190.28 |
| | | 8/4/2017 | S50899 | 001-013-594-18-60-02 | GG - City Hall Demo | New Locks New City Hall | \$190.28 |
| Everett Steel | 43226 | Check Total | | | | | \$250.53 |
| | | 8/17/2017 | 184388 | 101-016-544-90-31-02 | ST-Operating Cost | Rectangular tube for generator cart | \$125.27 |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Rectangular tube for generator cart | \$125.26 |
| Evergreen Security Systems | 43227 | Check Total | | | | | \$468.00 |
| | | 8/17/2017 | 80775 | 001-008-521-20-41-01 | LE-Proessional Serv-Fixed | NMC Monthly Monitoring 9/2017-8/2018 | \$468.00 |
| Fastenal Company | 43228 | Check Total | | | | | \$63.84 |
| | | 8/17/2017 | WAEV135891 | 101-016-544-90-31-02 | ST-Operating Cost | White marking paint | \$63.84 |
| Feldman and Lee | 43229 | Check Total | | | | | \$10,000.00 |
| | | 8/17/2017 | July2017 | 001-011-515-91-41-00 | LG-General Indigent Defense | Public Defender services July 2017 | \$10,000.00 |
| Financial Consulting Solutions Group | 43230 | Check Total | | | | | \$2,991.25 |
| | | 8/17/2017 | 2563-21707052 | 001-004-514-23-41-00 | FI-Professional Service | Financial Consulting-Annexation Plan | \$2,991.25 |
| Brandon Fiske | 43231 | Check Total | | | | | \$110.00 |
| | | 8/17/2017 | 042617 | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem-Training-Bellevue-Fiske | \$110.00 |
| Donna Foster | 43096 | Check Total | | | | | \$269.53 |
| | | 8/4/2017 | 38430 | 001-008-521-30-31-00 | LE-Community Outreach Supplies | Ceramic Coffee Mugs | \$269.53 |
| Frontier | 43097 | Check Total | | | | | \$261.26 |
| | | 8/4/2017 | 4253340835 0717 | 001-013-518-20-42-00 | GG-Communication | Telephone services | \$87.09 |
| | | | | 101-016-543-30-42-00 | ST-Communications | Telephone services | \$87.08 |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | |
|-------------------------------|-------|-----------|--------------------|----------------------|-----------------------------|---|-------------------------------|
| Frontier | 43097 | 8/4/2017 | 4253340835 0717 | 410-016-531-10-42-00 | SW-Communications | Telephone services | \$87.09 |
| | 43098 | | | | | | Check Total \$64.22 |
| | | 8/4/2017 | 4253979674 0717 | 101-016-542-64-47-00 | ST-Traffic Control -Utility | Traffic control modem | \$64.22 |
| Gall LLC | 43099 | | | | | | Check Total \$614.17 |
| | | 8/4/2017 | 007733112 | 001-008-521-20-31-02 | LE-Minor Equipment | Shirts - Dyer | \$70.71 |
| | | | 007751317 | 001-008-521-20-31-02 | LE-Minor Equipment | Miranda field advisement cards | (\$135.85) |
| | | | 007776557 | 001-008-521-20-31-02 | LE-Minor Equipment | Coat - Beazizo | \$375.98 |
| | | | 007854850 | 001-008-521-20-31-02 | LE-Minor Equipment | Serpa Level 2 Sportster holster-Parnell | (\$34.84) |
| | | | 007873378 | 001-008-521-20-31-02 | LE-Minor Equipment | Lawpro Corporal Chevron 3 in w/trim-Christensen | \$3.25 |
| | | | 007873379 | 001-008-521-20-31-02 | LE-Minor Equipment | Lawpro Corporal Chevron 3 in w/trim-Christensen | \$16.24 |
| | | | 007889604 | 001-008-521-20-31-02 | LE-Minor Equipment | Accumold light Holder for Stinger XT-Beazizo | \$19.55 |
| | | | 007889605 | 001-008-521-20-31-02 | LE-Minor Equipment | 5/8 in stars - Beazizo | \$7.72 |
| | | | 007889632 | 001-008-521-20-31-02 | LE-Minor Equipment | Boots - Vanderwalker | \$181.31 |
| | | | 007897105 | 001-008-521-20-31-02 | LE-Minor Equipment | Flarealert Flare Kit in large bag-Wells | \$110.10 |
| | 43232 | | | | | | Check Total \$243.96 |
| | | 8/17/2017 | 007897102 | 001-008-521-20-31-02 | LE-Minor Equipment | Chevrons patches - C Wells | \$8.70 |
| | | | 007905382 | 001-008-521-20-31-02 | LE-Minor Equipment | Chevrons/service bars - C Wells | \$21.80 |
| | | | 007956621 | 001-008-521-20-31-02 | LE-Minor Equipment | Stars - Beazizo | \$13.27 |
| | | | 007964274 | 001-008-521-20-31-02 | LE-Minor Equipment | Stars - Beazizo | (\$7.72) |
| | | | 007981329 | 001-008-521-20-31-02 | LE-Minor Equipment | Nik tests | \$207.91 |
| Glens Welding and Machine Inc | 43100 | | | | | | Check Total \$648.43 |
| | | 8/4/2017 | S10092 | 001-010-576-80-31-00 | PK-Operating Costs | Carberator/Fuel filter/Polesaw chains | \$30.77 |
| | | | | 101-016-544-90-31-02 | ST-Operating Cost | Carberator/Fuel filter/Polesaw chains | \$30.76 |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Carberator/Fuel filter/Polesaw chains | \$30.76 |
| | | | S10200 | 001-010-576-80-31-00 | PK-Operating Costs | Weedeater/Chaps/Ignition | \$174.24 |
| | | | | 101-016-544-90-31-02 | ST-Operating Cost | Weedeater/Chaps/Ignition | \$174.24 |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Weedeater/Chaps/Ignition | \$174.23 |
| | | | S10205 | 001-010-576-80-31-00 | PK-Operating Costs | Air Filters for weeders | \$33.43 |
| Grainger | 43101 | | | | | | Check Total \$3,186.11 |
| | | 8/4/2017 | 9493519301 | 101-016-544-90-31-02 | ST-Operating Cost | Float switch/bilge pump PW52 | \$123.35 |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | | | |
|--------------|-----------------------------|-------------|-------------|----------------------|--------------------------------|--|---|------------|------------|
| Grainger | 43101 | 8/4/2017 | 9493519301 | 410-016-531-10-31-02 | SW-Operating Costs | Float switch/bilge pump PW52 | \$123.36 | | |
| | | | 9495643075 | 001-010-576-80-31-00 | PK-Operating Costs | Bathroom cleaner | \$59.50 | | |
| | | | 9495795404 | 001-010-576-80-31-00 | PK-Operating Costs | Concrete dustproofer floor sealer | \$80.78 | | |
| | | | 9496248056 | 001-010-576-80-31-00 | PK-Operating Costs | Bypass loppers | \$73.47 | | |
| | | | | 101-016-544-90-31-02 | ST-Operating Cost | Bypass loppers | \$73.47 | | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Bypass loppers | \$73.48 | | |
| | | | 9497690777 | 001-010-576-80-31-00 | PK-Operating Costs | Swivel casters | \$216.61 | | |
| | | | | 101-016-544-90-31-02 | ST-Operating Cost | Swivel casters | \$216.61 | | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Swivel casters | \$216.61 | | |
| | | | 9499079094 | 101-016-544-90-31-02 | ST-Operating Cost | Batteries | \$97.64 | | |
| | | | 9502046338 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Toilet seat for Lundeen Park restrooms | \$547.99 | | |
| | | | 9503302557 | 001-007-558-50-31-01 | PL-Operating Costs | Janitorial Supplies | \$84.54 | | |
| | | | | 001-008-521-20-31-01 | LE-Fixed Minor Equipment | Janitorial Supplies | \$369.85 | | |
| | | | | 001-010-576-80-31-00 | PK-Operating Costs | Janitorial Supplies | \$190.21 | | |
| | | | | 001-012-575-50-41-00 | CS-Community Center - Cleaning | Janitorial Supplies | \$116.24 | | |
| | | | | 001-013-518-20-31-00 | GG-Operating | Janitorial Supplies | \$105.67 | | |
| | | | | 101-016-544-90-31-02 | ST-Operating Cost | Janitorial Supplies | \$95.10 | | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Janitorial Supplies | \$95.10 | | |
| | | | | 9505881301 | 001-013-518-20-31-00 | GG-Operating | Fluorescent light bulbs/toilet parts for City Buildings | \$150.54 | |
| | | | 9512695744 | 001-010-576-80-31-00 | PK-Operating Costs | Machetes | \$25.33 | | |
| | | | | 101-016-544-90-31-02 | ST-Operating Cost | Machetes | \$25.33 | | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Machetes | \$25.33 | | |
| | 43233 | Check Total | | | | | | \$2,944.85 | |
| | | 8/17/2017 | 9511238462 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Leaf Blower | \$781.76 | | |
| | | | 9517288172 | 001-013-594-18-60-02 | GG - City Hall Demo | Outdoor table - new City Hall | \$1,838.85 | | |
| | | | 9517466380 | 101-016-544-90-31-02 | ST-Operating Cost | Mini Lightbar for new truck PW58 | \$159.00 | | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Mini Lightbar for new truck PW58 | \$158.99 | | |
| | | | 9521790643 | 001-010-576-80-31-00 | PK-Operating Costs | Wire Rope clips for buoys | \$6.25 | | |
| | Granite Construction Supply | 43102 | Check Total | | | | | | \$1,520.22 |
| | | | 8/4/2017 | 262_00068071 | 101-016-542-64-31-00 | ST-Traffic Control - Supply | LS Public Works sign | \$109.70 | |
| 262_00068085 | | | | 101-016-544-90-31-02 | ST-Operating Cost | Official notice signs/vehicle signs | \$87.76 | | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Official notice signs/vehicle signs | \$87.76 | | |



Checks to be Approved for 7/7/2017 to 8/17/2017

| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | | |
|--------------------------------|-------|-------------|--------------|----------------------|-----------------------------|--|------------|------------|
| Granite Construction Supply | 43102 | 8/4/2017 | 262_00068132 | 101-016-544-90-31-02 | ST-Operating Cost | Street brooms/broom handles | \$59.24 | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Street brooms/broom handles | \$59.24 | |
| | | | 262_00068134 | 101-016-544-90-31-02 | ST-Operating Cost | Hard hats/traffic cones/band-it tool/vinyl signs | \$291.20 | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Hard hats/traffic cones/band-it tool/vinyl signs | \$291.20 | |
| | | | 262_00068179 | 101-016-544-90-31-02 | ST-Operating Cost | Marker Pads | \$20.27 | |
| | | | 262_00068518 | 001-010-576-80-31-01 | PK-Ops-Clothing | Tee shirts | \$19.10 | |
| | | | | 101-016-542-90-31-01 | ST-Clothing | Tee shirts | \$19.10 | |
| | | | | 101-016-544-90-31-02 | ST-Operating Cost | 8x8 Torch Downs | \$388.49 | |
| | | | | 410-016-531-10-31-00 | SW-Clothing | Tee shirts | \$19.10 | |
| | | | 262_00068527 | 101-016-542-64-31-00 | ST-Traffic Control - Supply | Signs | \$68.06 | |
| | 43234 | Check Total | | | | | | \$1,610.40 |
| | | 8/17/2017 | 262_00068580 | 101-016-542-64-31-00 | ST-Traffic Control - Supply | No Parking signs | \$460.74 | |
| | | | 262_00068623 | 101-016-542-64-31-00 | ST-Traffic Control - Supply | Street signs | \$427.83 | |
| | | | 262_00068626 | 101-016-542-64-31-00 | ST-Traffic Control - Supply | Street signs | \$493.65 | |
| | | | 262_00068628 | 101-016-542-64-31-00 | ST-Traffic Control - Supply | Street signs | \$228.18 | |
| Greenshields Industrial Supply | 43103 | Check Total | | | | | | \$2,764.44 |
| | | 8/4/2017 | 53837 | 001-010-576-80-31-06 | PK - Lake Safety | Bouy Cable | \$2,764.44 | |
| Chris L Griffen | 43104 | Check Total | | | | | | \$1,087.50 |
| | | 8/4/2017 | 6Z0960001 | 001-011-515-91-41-00 | LG-General Indigent Defense | Public Defender services 6Z0960001 | \$225.00 | |
| | | | 7Z0336625 | 001-011-515-91-41-00 | LG-General Indigent Defense | Public Defender services 7Z0336625 | \$262.50 | |
| | | | 7Z0389981 | 001-011-515-91-41-00 | LG-General Indigent Defense | Public Defender services 7Z0389981 | \$300.00 | |
| | | | 7Z0711675 | 001-011-515-91-41-00 | LG-General Indigent Defense | Public Defender services 7Z0711675 | \$300.00 | |
| James Haugen | 43105 | Check Total | | | | | | \$737.34 |
| | | 8/4/2017 | 071217 | 302-010-576-80-61-00 | Park Mitigation Funds Exp | Signs for Frontier Heights Vote | \$311.94 | |
| | | | 071217b | 302-010-576-80-61-00 | Park Mitigation Funds Exp | Post hole digger - Eagle Ridge Community Garden | \$199.96 | |
| | | | 071217c | 302-010-576-80-61-00 | Park Mitigation Funds Exp | Post hole Auger - Eagle Ridge Community Garden | \$98.41 | |
| | | | 071217d | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Bath cleaning supplies - Lundeen park | \$28.20 | |
| | | | 071217e | 001-007-558-50-31-01 | PL-Operating Costs | Wipers for Impala | \$26.11 | |
| | | | | 001-007-558-50-43-00 | PL-Travel & Mtgs | Gas for Impala | \$42.19 | |
| | | | 071217f | 302-010-576-80-61-00 | Park Mitigation Funds Exp | Manor Hardware Auger for Community Garden | \$30.53 | |
| HB Jaeger Co LLC | 43106 | Check Total | | | | | | \$762.30 |
| | | 8/4/2017 | 188800/1 | 001-013-594-18-60-02 | GG - City Hall Demo | Removable Wood Bollards | \$762.30 | |



Checks to be Approved for 7/7/2017 to 8/17/2017

| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | Check Total |
|--------------------------|-------|-----------|------------|----------------------|--------------------------------|---|-------------------|
| HB Jaeger Co LLC | 43235 | | | | | | \$1,557.27 |
| | | 8/17/2017 | 189062/1 | 410-016-531-10-31-02 | SW-Operating Costs | N12 Pipe | \$1,287.20 |
| | | | 189419/1 | 001-010-576-80-31-00 | PK-Operating Costs | Buoy Anchors | \$270.07 |
| Gavin Heinemann | 43236 | | | | | | \$110.00 |
| | | 8/17/2017 | 042817 | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem-FTO Academy Training-Bellevue-Heinemann | \$110.00 |
| Don Hinze | 43107 | | | | | | \$27.17 |
| | | 8/4/2017 | 072017 | 001-007-559-30-31-00 | PB-Office Supplies | Belt Phone case-Hinze | \$27.17 |
| Home Depot | 43108 | | | | | | \$379.75 |
| | | 8/4/2017 | 8020068 | 302-010-576-80-61-00 | Park Mitigation Funds Exp | Lumber for Eagle Ridge Community Garden | \$125.26 |
| | | | 8151542 | 302-010-576-80-61-00 | Park Mitigation Funds Exp | Lumber for Eagle Ridge Community Garden | \$98.41 |
| | | | 9011639 | 001-010-576-80-31-00 | PK-Operating Costs | Woof for new wheirs for lake | \$156.08 |
| Honey Bucket | 43109 | | | | | | \$453.00 |
| | | 8/4/2017 | 0550373374 | 001-010-576-80-45-00 | PK-Equipment Rental | Honey Bucket Rental - Swim Beach | \$117.50 |
| | | | 0550373375 | 001-010-576-80-45-00 | PK-Equipment Rental | Honey Bucket Rental - Boat Launch | \$218.00 |
| | | | 0550373376 | 001-010-576-80-45-00 | PK-Equipment Rental | Honey Bucket Rental - Community Garden | \$117.50 |
| Dennis Irwin | 43110 | | | | | | \$22.00 |
| | | 8/4/2017 | 042817 | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem for CIT training - Irwin | \$22.00 |
| ISOutsource | 43111 | | | | | | \$2,445.00 |
| | | 8/4/2017 | CW204521 | 001-006-518-80-41-00 | IT-Professional Services | IT Consulting services | \$2,445.00 |
| | 43237 | | | | | | \$1,300.00 |
| | | 8/17/2017 | CW204913 | 001-006-518-80-41-00 | IT-Professional Services | IT Consulting services | \$1,300.00 |
| J Gardner and Associates | 43112 | | | | | | \$682.00 |
| | | 8/4/2017 | 9326 | 001-008-521-30-31-00 | LE-Community Outreach Supplies | 2x2 Custom Tattoos | \$377.00 |
| | | | 9333 | 001-008-521-30-31-00 | LE-Community Outreach Supplies | Stick on Jr Police Badges | \$305.00 |
| J Thayer Company Inc | 43113 | | | | | | \$3,120.60 |
| | | 8/4/2017 | 1153319-0 | 001-008-521-20-31-00 | LE-Office Supplies | Rubber stamp | \$30.27 |
| | | | 1154713-0 | 001-008-521-20-31-00 | LE-Office Supplies | Ink Cartridges/Toner | \$78.41 |
| | | | 1156586-0 | 001-008-521-20-31-00 | LE-Office Supplies | Tally counter/flag/clipboard/pencil cup/toner/paper clips | \$485.36 |
| | | | 1157448-0 | 001-008-521-20-31-00 | LE-Office Supplies | Toner cartridge | \$108.89 |
| | | | 1158601-0 | 001-007-558-50-31-00 | PL-Office Supplies | Steno Notebook/Msg book/Tape | \$35.12 |
| | | | | 001-007-559-30-31-00 | PB-Office Supplies | Steno Notebook/Msg book/Tape | \$35.12 |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | | |
|------------------------|-------|-------------|------------|----------------------|--------------------------|---|------------|------------|
| J Thayer Company Inc | 43113 | 8/4/2017 | 1158736-0 | 001-008-521-20-31-00 | LE-Office Supplies | Memo Notebook/Pens | \$109.42 | |
| | | | 1159749-0 | 001-013-594-18-60-02 | GG - City Hall Demo | Restroom fittings & supplies | \$1,171.74 | |
| | | | 1159967-0 | 001-013-594-18-60-02 | GG - City Hall Demo | Restroom supplies | \$405.44 | |
| | | | 1161104-0 | 001-003-514-20-31-00 | CC-Office Supply | Post-its | \$29.39 | |
| | | | | 001-013-518-20-31-00 | GG-Operating | PaperEnvelope/Napkins/Paper clips | \$309.48 | |
| | | | 1162135-0 | 001-008-521-20-31-00 | LE-Office Supplies | Blank CD-R disks | \$113.38 | |
| | | | 1162490-0 | 001-006-518-80-31-00 | IT-Office Supplies | USB flash drives | \$41.33 | |
| | | | | 001-013-518-20-31-00 | GG-Operating | Pens/batteries | \$32.78 | |
| | | | 1163650-0 | 001-008-521-20-31-00 | LE-Office Supplies | Lunchroom supplies | \$134.47 | |
| | 43238 | Check Total | | | | | | \$1,359.14 |
| | | 8/17/2017 | 1165197-0 | 001-008-521-20-31-00 | LE-Office Supplies | Paper/Clipboard | \$323.31 | |
| | | | 1165861-0 | 001-008-521-20-31-00 | LE-Office Supplies | Cork board | \$38.88 | |
| | | | 1166271-0 | 001-008-521-20-31-00 | LE-Office Supplies | Buletin board/Toner | \$140.41 | |
| | | | 1166629-0 | 001-003-514-20-31-00 | CC-Office Supply | Pencil lead | \$2.91 | |
| | | | | 001-005-518-10-31-00 | HR-Office Supplies | Folders/Dividers | \$230.82 | |
| | | | | 001-013-518-20-31-00 | GG-Operating | Copy Paper | \$264.03 | |
| | | | 1167312-0 | 001-008-521-20-31-00 | LE-Office Supplies | Post-it notes/easels | \$172.76 | |
| | | | 1167396-0 | 001-007-558-50-31-00 | PL-Office Supplies | File folders/markers/pens | \$82.60 | |
| | | | | 001-007-559-30-31-00 | PB-Office Supplies | File folders/markers/pens | \$82.61 | |
| | | | 1167770-0 | 001-004-514-23-31-00 | FI-Office Supplies | Staples/Expandable files | \$36.06 | |
| | | | | 001-010-576-80-31-10 | PK - Boat Launch Expense | security pens | \$4.14 | |
| | | | | 001-013-518-20-31-00 | GG-Operating | Tissue | \$19.49 | |
| | | | C1165861-0 | 001-008-521-20-31-00 | LE-Office Supplies | Returned cork board | (\$38.88) | |
| Jeffrey D. Goldman | 43114 | Check Total | | | | | | \$200.00 |
| | | 8/4/2017 | 1307 | 001-008-521-20-41-00 | LE-Professional Services | Pre-Employment Polygraph Exam-records clerk | \$200.00 | |
| Johns Cleaning Service | 43041 | Check Total | | | | | | \$56.34 |
| | | 7/13/2017 | 062317 | 001-008-521-20-31-02 | LE-Minor Equipment | Uniform cleaning | \$56.34 | |
| | 43239 | Check Total | | | | | | \$32.08 |
| | | 8/17/2017 | 00Ju17 | 001-008-521-20-26-00 | LE-Clothing Allowance | Uniform Cleaning | \$32.08 | |
| Kaiser Permanente | 43240 | Check Total | | | | | | \$25.00 |
| | | 8/17/2017 | 66096193 | 001-008-521-20-41-00 | LE-Professional Services | Drug screening-new employees | \$25.00 | |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | Check Total |
|---|-------|-----------|------------|----------------------|------------------------------|--|---------------------|
| King County Directors Association Purchasing Dept | 43115 | | | | | | \$274,684.28 |
| | | 8/4/2017 | 300178389 | 001-013-594-18-60-02 | GG - City Hall Demo | Mobile Office for City Hall | \$287,902.96 |
| | | | | 621-000-389-20-00-05 | Retainage -Public Bldg Maint | KCDA Retainage for Mobile Office for City Hall | (\$13,218.68) |
| | 43241 | | | | | | \$15,079.97 |
| | | 8/17/2017 | 300180739 | 001-013-594-18-60-02 | GG - City Hall Demo | Furniture for New City Hall | \$13,408.90 |
| Kroesens Uniforms | 43116 | | 300181165 | 001-013-594-18-60-02 | GG - City Hall Demo | Furniture for New City Hall | \$1,671.07 |
| | | | | | | | \$188.50 |
| | | 8/4/2017 | 45449 | 001-008-521-20-31-02 | LE-Minor Equipment | Shirt - Parnell | \$101.49 |
| Debbie Krogen | 43242 | | 45549 | 001-008-521-20-31-02 | LE-Minor Equipment | Shirt/belt - J Anderson | \$87.01 |
| | | 8/17/2017 | Refund | 001-000-362-00-00-04 | Lundeen Shelter Rental | Refund of Lundeen Shelter rental | \$67.00 |
| | | | | | | | \$67.00 |
| Lake Stevens Chamber of Commerce | 43117 | | | | | | \$1,500.00 |
| | | 8/4/2017 | Aug2017 | 001-013-518-90-49-01 | GG-Chamber of Commerce | August 2017 Contribution for VIC | \$1,500.00 |
| Lake Stevens Mini Mart | 43118 | | | | | | \$898.40 |
| | | 8/4/2017 | July2017 | 001-008-521-20-32-00 | LE-Fuel | Fuel | \$408.64 |
| | | | | 001-008-521-21-32-00 | LE-Boating-Fuel | Fuel | \$489.76 |
| Lake Stevens Police Guild | 43027 | | | | | | \$1,003.00 |
| | | 7/12/2017 | 071417 | 001-000-284-00-00-00 | Payroll Liability Other | Employee Paid Union Dues | \$1,003.00 |
| | 43119 | | | | | | \$1,003.00 |
| | | 8/4/2017 | 073117 | 001-000-284-00-00-00 | Payroll Liability Other | Employee Paid Union Dues | \$1,003.00 |
| | 43243 | | | | | | \$1,003.00 |
| Lake Stevens School District | 43244 | 8/17/2017 | 081517 | 001-000-284-00-00-00 | Payroll Liability Other | Employee Paid Union Dues | \$1,003.00 |
| | | | | | | | \$20,782.49 |
| | | 8/17/2017 | 0016170157 | 001-007-558-50-32-00 | PL-Fuel | Fuel | \$13.97 |
| | | | | 001-007-559-30-32-00 | PB-Fuel | Fuel | \$159.20 |
| | | | | 001-008-521-20-32-00 | LE-Fuel | Fuel | \$6,325.78 |
| | | | | 001-010-576-80-32-00 | PK-Fuel Costs | Fuel | \$70.60 |
| | | | | 001-013-518-20-32-00 | GG-Fuel | Fuel | \$13.97 |
| | | | | 101-016-542-30-32-00 | ST-Fuel | Fuel | \$2,169.97 |
| | | | | 410-016-531-10-32-00 | SW-Fuel | Fuel | \$2,425.94 |
| | | | 0016170168 | 001-007-558-50-32-00 | PL-Fuel | Fuel | \$17.22 |



Checks to be Approved for 7/7/2017 to 8/17/2017

| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | | |
|------------------------------|-------|-----------|------------|----------------------|-----------------------|-------------------------------------|-------------|------------|
| Lake Stevens School District | 43244 | 8/17/2017 | 0016170168 | 001-007-559-30-32-00 | PB-Fuel | Fuel | \$197.25 | |
| | | | | 001-008-521-20-32-00 | LE-Fuel | Fuel | \$5,759.45 | |
| | | | | 001-010-576-80-32-00 | PK-Fuel Costs | Fuel | \$164.67 | |
| | | | | 001-013-518-20-32-00 | GG-Fuel | Fuel | \$17.23 | |
| | | | | 101-016-542-30-32-00 | ST-Fuel | Fuel | \$1,593.12 | |
| | | | | 410-016-531-10-32-00 | SW-Fuel | Fuel | \$1,854.12 | |
| Lake Stevens Sewer District | 43042 | | | | | | Check Total | \$1,032.00 |
| | | 7/13/2017 | JULY2017 | 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 - Family Center | \$86.00 | |
| | | | | | GG-Utilities | Sewer - Vacant Houses 20th St SE | \$172.00 | |
| | | | | | GG-Utilities | Sewer - City Hall | \$172.00 | |
| | | | | | GG-Utilities | Sewer - Permit Center | \$86.00 | |
| | | | | 101-016-543-50-47-00 | ST-Utilities | Sewer - 99th Ave SE Property | \$86.00 | |
| | 43245 | | | | | | Check Total | \$1,032.00 |
| | | 8/17/2017 | 082017 | 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 - Permit Center | \$86.00 | |
| | | | | | GG-Utilities | Sewer - Vacant Houses 20th St SE | \$172.00 | |
| | | | | | GG-Utilities | Sewer - Family Center | \$86.00 | |
| | | | | | GG-Utilities | Sewer - City Hall | \$172.00 | |
| | | | | 101-016-543-50-47-00 | ST-Utilities | Sewer - 99th Ave SE Property | \$86.00 | |
| Lasting Impressions Inc | 43120 | | | | | | Check Total | \$261.30 |
| | | 8/4/2017 | 34723 | 001-008-521-20-31-02 | LE-Minor Equipment | Logos on jackets | \$200.42 | |
| | | | 34724 | 001-008-521-20-31-02 | LE-Minor Equipment | Logos on polo shirts | \$30.44 | |
| | | | 34725 | 001-008-521-20-31-02 | LE-Minor Equipment | Logos on polo shirts | \$30.44 | |
| | 43246 | | | | | | Check Total | \$157.65 |
| | | 8/17/2017 | 34839 | 001-008-521-20-31-02 | LE-Minor Equipment | Sew patches on uniform - Wachtveitl | \$37.64 | |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | |
|-------------------------|-------|-----------|-------------|----------------------|----------------------------|---|--------------------|
| Lasting Impressions Inc | 43246 | 8/17/2017 | 34862 | 001-008-521-20-31-02 | LE-Minor Equipment | Custom transfers on vests | \$120.01 |
| Megan LeBlanc | 43121 | | | | | | Check Total |
| | | | | | | | \$15.00 |
| | | 8/4/2017 | 041717 | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem - Front Office Safety & Security - LeBlanc | \$15.00 |
| Lemay Mobile Shredding | 43122 | | | | | | Check Total |
| | | | | | | | \$4.69 |
| | | 8/4/2017 | 4527074 | 001-008-521-20-41-01 | LE-Proessional Serv-Fixed | Shredding services | \$4.69 |
| | 43247 | | | | | | Check Total |
| | | | | | | | \$23.60 |
| | | 8/17/2017 | 4530780 | 001-008-521-20-41-01 | LE-Proessional Serv-Fixed | Shredding services | \$18.88 |
| | | | 4530781 | 001-013-518-20-31-00 | GG-Operating | Shredding services | \$4.72 |
| Lenz Enterprises | 43043 | | | | | | Check Total |
| | | | | | | | \$326.70 |
| | | 7/13/2017 | 06009569 | 302-010-576-80-61-00 | Park Mitigation Funds Exp | Compost for Community Garden | \$326.70 |
| Les Schwab Tire Center | 43123 | | | | | | Check Total |
| | | | | | | | \$892.58 |
| | | 8/4/2017 | 40200342674 | 001-010-576-80-48-00 | PK-Repair & Maintenance | Replace and rotate tires - PW22 | \$297.52 |
| | | | | 101-016-542-30-48-00 | ST-Repair & Maintenance | Replace and rotate tires - PW22 | \$297.53 |
| | | | | 410-016-531-10-48-00 | SW-Repairs & Maintenance | Replace and rotate tires - PW22 | \$297.53 |
| LN Curtis & Sons | 43124 | | | | | | Check Total |
| | | | | | | | \$493.75 |
| | | 8/4/2017 | INV109245 | 001-008-521-20-31-02 | LE-Minor Equipment | Carrier with accessories-Dept | \$363.34 |
| | | | INV114345 | 001-008-521-20-31-02 | LE-Minor Equipment | Duty belt accessories - Beazizo | \$130.41 |
| | 43248 | | | | | | Check Total |
| | | | | | | | \$530.27 |
| | | 8/17/2017 | INV118094 | 001-008-521-20-31-02 | LE-Minor Equipment | Shirts/Duty belt/accessories/Beazizo | \$530.27 |
| Lowes Companies | 43125 | | | | | | Check Total |
| | | | | | | | \$2,001.16 |
| | | 8/4/2017 | 911031 | 001-010-576-80-31-00 | PK-Operating Costs | Ladder | \$53.50 |
| | | | | 101-016-544-90-31-02 | ST-Operating Cost | Ladder | \$53.49 |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Ladder | \$53.50 |
| | | | 911223 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Electrical supplies for Lundeen Park | \$69.65 |
| | | | 911255 | 101-016-544-90-31-02 | ST-Operating Cost | Ratchet tie downs for PW4 | \$11.46 |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Ratchet tie downs for PW4 | \$11.46 |
| | | | 911824 | 001-012-569-00-31-00 | CS-Aging Services-Supplies | Exit & Emergency lights for Senior Center | \$145.84 |
| | | | 912507 | 001-013-594-18-60-02 | GG - City Hall Demo | Bender board for sidewalk forms | \$41.13 |
| | | | 974270 | 001-013-594-18-60-02 | GG - City Hall Demo | Refridgerator for new City Hall | \$1,561.13 |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | Check Total |
|---|-------|-----------|--------------|----------------------|-------------------------------|---|--------------------|
| Christopher Lyons | 43126 | | | | | | \$370.00 |
| | | 8/4/2017 | 050517 | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem for Instructor Development-Burien-Lyons | \$370.00 |
| Makers Architecture and Urban Design | 43127 | | | | | | \$17,767.99 |
| | | 8/4/2017 | 1707-3 | 001-007-558-50-41-00 | PL-Professional Servc | Chapel Hill Civic Center Site Development Plan | \$17,767.99 |
| Marysville Printing | 43128 | | | | | | \$389.59 |
| | | 8/4/2017 | 22047 | 001-008-521-20-31-00 | LE-Office Supplies | Consent to Search | \$67.42 |
| | | | 22085 | 001-008-521-20-31-00 | LE-Office Supplies | Consent ot Search/Trespass/Mission Person notices | \$322.17 |
| Steve McMahon | 43057 | | | | | | \$600.00 |
| | | 7/19/2017 | Music0717 | 001-007-571-00-30-00 | PL - Park & Recreation | Music on the Lake - Roosevelt Road | \$600.00 |
| Alexander Michael | 43249 | | | | | | \$320.00 |
| | | 8/17/2017 | 080617 | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem-Auto Theft Investigations-Dupont-Michael | \$320.00 |
| Mick Monken | 43129 | | | | | | \$1,078.98 |
| | | 8/4/2017 | May-July2017 | 101-016-542-30-41-02 | ST-Professional Service | 3411 99th Ave NE-Dulm vs LS-Consultant services | \$1,078.98 |
| Monroe Correctional Complex | 43130 | | | | | | \$722.95 |
| | | 8/4/2017 | MCC1706.641 | 001-010-576-80-48-00 | PK-Repair & Maintenance | DOC Work Crew - June 2017 | \$134.70 |
| | | | | 101-016-542-30-48-00 | ST-Repair & Maintenance | DOC Work Crew - June 2017 | \$273.27 |
| | | | | 410-016-531-10-48-00 | SW-Repairs & Maintenance | DOC Work Crew - June 2017 | \$314.98 |
| NAFTO | 43044 | | | | | | \$225.00 |
| | | 7/13/2017 | Barnes | 001-008-521-40-49-01 | LE-Registration Fees | Managing the FTO Unit- James Barnes | \$225.00 |
| Nationwide Retirement Solution | 0 | | | | | | \$8,009.43 |
| | | 7/12/2017 | 071417 | 001-000-282-00-00-00 | Payroll Liability Retirement | Employee Portion-Nationwide | \$2,669.81 |
| | | 8/4/2017 | 073117 | 001-000-282-00-00-00 | Payroll Liability Retirement | Employee Portion-Nationwide | \$2,669.81 |
| | | 8/17/2017 | 081517 | 001-000-282-00-00-00 | Payroll Liability Retirement | Employee Portion-Nationwide | \$2,669.81 |
| Neofunds by Neopost | 43045 | | | | | | \$454.08 |
| | | 7/13/2017 | PPLN01 0617 | 001-008-521-20-42-00 | LE-Communication | Postage | \$454.08 |
| | 43250 | | | | | | \$504.54 |
| | | 8/17/2017 | PPLN01 0717 | 001-008-521-20-42-00 | LE-Communication | Postage | \$504.54 |
| Dwayne Lanes Chrysler Jeep Dodge North Sound Auto Group LLC | 43039 | | | | | | \$31,662.40 |
| | | 7/13/2017 | 062317 | 520-008-594-21-63-00 | Capital Equipment | 2017 Dodge Charger 2C3CDXDT3HH585590 | \$31,662.40 |
| | 43131 | | | | | | \$36,917.27 |
| | | 8/4/2017 | HS762185 | 530-016-594-48-60-00 | Purchase Of Capital Equipment | 2017 Dodge RAM 1500 1C6RR7ST4HS762185 | \$36,917.27 |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | Check Total |
|-------------------------------|-------|-----------|-------------|----------------------|--------------------------------|---|--------------------|
| Northend Truck Equipment Inc | 43132 | | | | | | \$4,800.40 |
| | | 8/4/2017 | 1034061 | 530-016-594-48-60-00 | Purchase Of Capital Equipment | 519 hoist w/electric hydraulic powerpack for PW42 | \$4,800.40 |
| O Reilly Auto Parts | 43133 | | | | | | \$20.79 |
| | | 8/4/2017 | 2960-358611 | 001-007-558-50-48-00 | PL-Repairs & Maint. | Brake pads PW22 | \$10.40 |
| | | | | 001-007-559-30-48-00 | PB-Repair & Maintenance | Brake pads PW22 | \$10.39 |
| | 43251 | | | | | | \$120.87 |
| | | 8/17/2017 | 2960-362419 | 101-016-544-90-31-02 | ST-Operating Cost | Booster cables - PW58 | \$60.44 |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Booster cables - PW58 | \$60.43 |
| Office of The State Treasurer | 43046 | | | | | | \$16,858.26 |
| | | 7/13/2017 | June2017 | 633-000-589-30-00-03 | State Building Permit Remit | June 2017 State Court Fees | \$270.00 |
| | | | | 633-000-589-30-00-04 | Vehicle License Fraud Account | June 2017 State Court Fees | \$3.99 |
| | | | | 633-000-589-30-00-07 | Public Safety And Ed. 1986 | June 2017 State Court Fees | \$7,717.50 |
| | | | | 633-000-589-30-00-08 | Public Safety And Education | June 2017 State Court Fees | \$4,575.84 |
| | | | | 633-000-589-30-00-09 | Judicial Information System-Ci | June 2017 State Court Fees | \$2,222.87 |
| | | | | 633-000-589-30-00-12 | Trauma Care | June 2017 State Court Fees | \$689.81 |
| | | | | 633-000-589-30-00-13 | School Zone Safety | June 2017 State Court Fees | \$48.98 |
| | | | | 633-000-589-30-00-14 | Public Safety Ed #3 | June 2017 State Court Fees | \$110.17 |
| | | | | 633-000-589-30-00-15 | Auto Theft Prevention | June 2017 State Court Fees | \$992.77 |
| | | | | 633-000-589-30-00-16 | HWY Safety Act | June 2017 State Court Fees | \$42.51 |
| | | | | 633-000-589-30-00-17 | Death Inv Acct | June 2017 State Court Fees | \$27.55 |
| | | | | 633-000-589-30-00-18 | WSP Highway Acct | June 2017 State Court Fees | \$156.27 |
| Ogden Murphy Wallace | 43134 | | | | | | \$3,042.37 |
| | | 8/4/2017 | 735244 | 001-011-515-30-41-00 | LG-Professional Service | Attorney services - Specialty Matters | \$2,497.50 |
| | | | 735360 | 001-011-515-30-41-00 | LG-Professional Service | Attorney services - Mobilities Consortium | \$422.26 |
| | | | 735801 | 001-011-515-30-41-00 | LG-Professional Service | Attorney services - Specialty Matters | \$122.61 |
| Outcomes by Levy LLC | 43135 | | | | | | \$5,424.87 |
| | | 8/4/2017 | 2017-06-LS | 001-013-511-70-40-00 | Lobbying Services | Legislative/Regulatory Consulting for June 2017 | \$5,424.87 |
| | 43252 | | | | | | \$5,262.73 |
| | | 8/17/2017 | 2017-07-LS | 001-013-511-70-40-00 | Lobbying Services | Legislative/Regulatory Consulting for July 2017 | \$5,262.73 |
| Owen Equipment Company | 43136 | | | | | | \$360.77 |
| | | 8/4/2017 | 00085018 | 410-016-531-10-31-02 | SW-Operating Costs | Welded tube for Vactor truck | \$360.77 |



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|---------------------------|-------|-----------|-----------------|----------------------|------------------------------|---|-------------|-------------|
| Owen Equipment Company | 43253 | | | | | | Check Total | \$634.03 |
| | | 8/17/2017 | 00084908 | 101-016-544-90-31-02 | ST-Operating Cost | Pipe Assembly | \$218.73 | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Pipe Assembly | \$218.74 | |
| | | | 00085130 | 101-016-544-90-31-02 | ST-Operating Cost | Quick release pin | \$98.28 | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Quick release pin | \$98.28 | |
| Pakor Inc NW8935 | 43137 | | | | | | Check Total | \$334.52 |
| | | 8/4/2017 | 8024343 | 001-008-521-20-31-02 | LE-Minor Equipment | Passport media | \$334.52 | |
| Perteet Engineering Inc | 43138 | | | | | | Check Total | \$10,939.82 |
| | | 8/4/2017 | 20110012.023-2 | 301-016-544-40-41-00 | Street Op - P&D - 20th St SE | 20th Ave Commercial Site Wetland Mitigation Plan | \$1,211.36 | |
| | | | 20120176.001-25 | 301-016-544-40-41-00 | Street Op - P&D - 20th St SE | 20th Street SE Phase II-Segment 1 Design | \$9,728.46 | |
| Pilchuck Rentals | 43254 | | | | | | Check Total | \$589.14 |
| | | 8/17/2017 | 52226 | 001-010-576-80-45-00 | PK-Equipment Rental | Stump grinder rental | \$589.14 | |
| Platt Electric Supply | 43139 | | | | | | Check Total | \$906.73 |
| | | 8/4/2017 | N484936 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Light bulbs | \$656.36 | |
| | | | N506648 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Light bulbs | \$250.37 | |
| | 43255 | | | | | | Check Total | \$456.37 |
| | | 8/17/2017 | N561420 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Light bulbs | \$145.86 | |
| | | | N608967 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Light bulbs | \$229.28 | |
| | | | N651483 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Light bulbs | \$81.23 | |
| Public Safety Testing Inc | 43140 | | | | | | Check Total | \$425.00 |
| | | 8/4/2017 | 2017-7596 | 001-008-521-20-41-00 | LE-Professional Services | Q2 2017 April - June Recruiting Assistance - Police Officer | \$425.00 | |
| Puget Sound Energy | 43141 | | | | | | Check Total | \$35.09 |
| | | 8/4/2017 | 24316495 0717 | 001-010-576-80-47-00 | PK-Utilities | Natural Gas - City Shop | \$11.70 | |
| | | | | 101-016-543-50-47-00 | ST-Utilities | Natural Gas - City Shop | \$11.70 | |
| | | | | 410-016-531-10-47-00 | SW-Utilities | Natural Gas - City Shop | \$11.69 | |
| | 43142 | | | | | | Check Total | \$87.22 |
| | | 8/4/2017 | 3723810 0717 | 001-008-521-50-47-00 | LE-Facility Utilities | Natural Gas - N Lakeshore Dr | \$87.22 | |
| Purchase Power | 43256 | | | | | | Check Total | \$350.00 |
| | | 8/17/2017 | 072417 | 001-007-558-50-42-00 | PL-Communication | Postage | \$139.28 | |
| | | | | 001-013-518-20-42-00 | GG-Communication | Postage | \$206.78 | |
| | | | | 101-016-543-30-42-00 | ST-Communications | Postage | \$1.97 | |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | |
|-------------------------------|-------|-----------|----------------|----------------------|---------------------|--------------------------------|--------------------|
| Purchase Power | 43256 | 8/17/2017 | 072417 | 410-016-531-10-42-00 | SW-Communications | Postage | \$1.97 |
| Republic Services 197 | 43143 | | | | | | Check Total |
| | | | | | | | \$2,131.31 |
| | | 8/4/2017 | 0197-002113905 | 001-010-576-80-31-00 | PK-Operating Costs | Dumpster services - City Shop | \$638.39 |
| | | | | 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 | \$638.39 |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Dumpster services - City Shop | \$638.39 |
| | | | | 410-016-531-10-45-00 | SW-Equipment Rental | Dumpster Rental - City Shop | \$108.07 |
| | 43144 | | | | | | Check Total |
| | | | | | | | \$407.93 |
| | | 8/4/2017 | 0197-002113715 | 001-010-576-80-31-00 | PK-Operating Costs | Dumpster svcs - Lundeen Park | \$380.11 |
| | 43145 | | | | | | Check Total |
| | | | | | | | \$132.78 |
| | | 8/4/2017 | 0197-002114583 | 001-013-518-20-31-00 | GG-Operating | Dumpster services - City Hall | \$116.58 |
| | 43257 | | | | | | Check Total |
| | | | | | | | \$707.76 |
| | | 8/17/2017 | 0197-002132621 | 001-010-576-80-31-00 | PK-Operating Costs | Dumpster services - City Shop | \$162.04 |
| | | | | 101-016-542-30-45-00 | ST-Rentals-Leases | Dumpster Rental - City Shop | \$110.82 |
| | | | | 101-016-544-90-31-02 | ST-Operating Cost | Dumpster services - City Shop | \$162.04 |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Dumpster services - City Shop | \$162.04 |
| | 43258 | | | | | | Check Total |
| | | | | | | | \$609.94 |
| | | 8/17/2017 | 0197-002132431 | 001-010-576-80-31-00 | PK-Operating Costs | Dumpster svcs - Lundeen Park | \$574.06 |
| | 43259 | | | | | | Check Total |
| | | | | | | | \$134.11 |
| | | 8/17/2017 | 0197-002133294 | 001-013-518-20-31-00 | GG-Operating | Dumpster services - City Hall | \$117.91 |
| | 43260 | | | | | | Check Total |
| | | | | | | | \$3,370.46 |
| Rolyan Buoys | 43260 | 8/17/2017 | 3658538 | 001-010-576-80-31-06 | PK - Lake Safety | No Wake Buoys w/circle symbols | \$3,370.46 |
| Royal Restrooms of Washington | 43047 | | | | | | Check Total |
| | | | | | | | \$1,975.00 |
| | | 7/13/2017 | INV6328 | 001-013-594-18-60-02 | GG - City Hall Demo | Portable Restroom rental | \$1,975.00 |



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|-----------------------------------|-------|-----------|------------|----------------------|------------------------------|---|-------------------|--|
| S Morris Co | 43146 | | | | | | \$85.80 | |
| | | 8/4/2017 | 20419 | 101-016-542-30-41-02 | ST-Professional Service | Dead animal disposal | \$35.20 | |
| | | | 26312 | 101-016-542-30-41-02 | ST-Professional Service | Dead animal disposal | \$50.60 | |
| Safeguard Pest Control Inc | 43147 | | | | | | \$105.63 | |
| | | 8/4/2017 | 58306 | 001-013-518-20-41-00 | GG-Professional Service | Pest Control Permit Center/Family Center | \$105.63 | |
| San Diego Police Equipment Co Inc | 43048 | | | | | | \$2,738.92 | |
| | | 7/13/2017 | 628053 | 001-008-521-20-31-01 | LE-Fixed Minor Equipment | Glock Simunition gear & cartridges | \$2,738.92 | |
| | 43261 | | | | | | \$2,494.84 | |
| | | 8/17/2017 | 628562 | 001-008-521-20-31-01 | LE-Fixed Minor Equipment | Rifle conversion kits/magazines/marketing cartridges | \$2,494.84 | |
| Seattle Police Department | 43262 | | | | | | \$1,590.00 | |
| | | 8/17/2017 | P1108192 | 001-008-521-40-49-01 | LE-Registration Fees | Train the Trainer De-Escalation- C Wells and M Hingtgen | \$1,590.00 | |
| Setina Mfg Co Inc | 43148 | | | | | | \$633.19 | |
| | | 8/4/2017 | 144625 | 520-008-594-21-63-00 | Capital Equipment | Partition for PT75 | \$633.19 | |
| Gleb Shein | 43263 | | | | | | \$30.00 | |
| | | 8/17/2017 | 061517 | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem-WSP ARIDE-Burlington | \$30.00 | |
| Sherwin-Williams Co | 43049 | | | | | | \$110.91 | |
| | | 7/13/2017 | 0384-3 | 001-007-571-00-30-00 | PL - Park & Recreation | Paint | \$110.91 | |
| | 43264 | | | | | | \$218.23 | |
| | | 8/17/2017 | 1245-7 | 001-013-594-18-60-02 | GG - City Hall Demo | Red Paint for No Parking Curbs in New City Hall parking lot | \$181.60 | |
| | | | 2347-8 | 001-010-576-80-31-00 | PK-Operating Costs | Paint for Trail signs at Catherine Creek Trails | \$36.63 | |
| SirennnetCom | 43149 | | | | | | \$597.58 | |
| | | 8/4/2017 | 0217304-IN | 520-008-594-21-63-00 | Capital Equipment | Lights for PT75 | \$250.73 | |
| | | | 0217760-IN | 001-008-521-20-31-01 | LE-Fixed Minor Equipment | Rifle Rack for Motorcycle | \$346.85 | |
| Six Robblees Inc | 43150 | | | | | | \$113.65 | |
| | | 8/4/2017 | 14-349165 | 001-010-576-80-31-00 | PK-Operating Costs | Hitch Ball/quick loading ball | \$34.15 | |
| | | | 14-351886 | 101-016-544-90-31-02 | ST-Operating Cost | Check valve | \$39.75 | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Check valve | \$39.75 | |
| Smernis Enterprises | 43265 | | | | | | \$39.32 | |
| | | 8/17/2017 | 364278 | 001-008-594-21-63-00 | LE-Capital Outlays Equipment | Service credit applied to pedal/windshield | (217.00) | |
| | | | 374211 | 001-008-594-21-63-00 | LE-Capital Outlays Equipment | Pedal bracket/Windshield for Motorcycle | \$256.32 | |



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|--|-------|-----------|-----------------|----------------------|--------------------------------|---|--------------------|
| Snohomish County Dept of Info Services | 43151 | | | | | | \$5,400.00 |
| | | 8/4/2017 | 1000438862 | 510-006-518-80-49-00 | License Renewal - Annual Maint | Networking & Hosting services | \$5,400.00 |
| Snohomish County Health District | 43152 | | | | | | \$7,725.00 |
| | | 8/4/2017 | SHD-03 JULY-SEP | 001-013-518-90-49-09 | GG - Snohomish Health District | Q3 2017 Contribution | \$7,725.00 |
| Snohomish County PUD | 43050 | | | | | | \$13,559.53 |
| | | 7/13/2017 | 111339992 | 001-008-521-50-47-00 | LE-Facility Utilities | 200558690 Police N Lakeshore Drive | \$102.69 |
| | | | 124607900 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 201595113 Street Lights | \$244.21 |
| | | | 131217178 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 201973682 Street Lights | \$46.02 |
| | | | 141026359 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 203730189 Traffic Signal | \$62.58 |
| | | | 141026362 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 203731153 Traffic Signal | \$75.48 |
| | | | 144359836 | 001-010-576-80-47-00 | PK-Utilities | 203531959 Mobile at 2424 Soper Hill Rd | \$47.09 |
| | | | 154188648 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 202624367 Street Lights | \$10,481.56 |
| | | | 154188735 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 202648101 Street Lights - Soper Hill Annexation | \$1,106.88 |
| | | | 154188811 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 202670725 Street Lights | \$1,215.46 |
| | | | 160575831 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 202988481 Street Lights | \$155.51 |
| | | | 160578725 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 204719074 Catherine Creek Bridge lights | \$22.05 |
| | 43153 | | | | | | \$3,391.71 |
| | | 8/4/2017 | 104704886 | 001-013-518-20-47-00 | GG-Utilities | 200206019 City Hall | \$203.37 |
| | | | 104704942 | 001-013-518-20-47-00 | GG-Utilities | 200245215 Family Center | \$102.45 |
| | | | 108038484 | 001-012-572-20-47-00 | CS-Library-Utilities | 200206977 Library | \$267.21 |
| | | | | 001-013-518-20-47-00 | GG-Utilities | 200206977 Library water meter | \$125.27 |
| | | | 108043688 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 200178218 Traffic Signal | \$146.31 |
| | | | 108046856 | 001-010-576-80-47-00 | PK-Utilities | 200493443 Cath Creek Park meter 73867 | \$17.58 |
| | | | 111342210 | 001-012-575-50-47-00 | CS-Community Center-Utilities | 200860922 Community Center | \$326.37 |
| | | | 111345422 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 200363505 Traffic Signal | \$65.08 |
| | | | 117976651 | 001-010-576-80-47-00 | PK-Utilities | 200748721 Parks | \$48.24 |
| | | | 117987664 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 202013249 Traffic Signal | \$76.79 |
| | | | 121294086 | 001-013-518-20-47-00 | GG-Utilities | 201783685 Annex | \$92.94 |
| | | | 121294219 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 201860178 Traffic Signal | \$143.69 |
| | | | 121294371 | 001-013-518-20-47-00 | GG-Utilities | 201956075 War Memorial | \$25.17 |
| | | | 121295073 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 203115522 Street Light meter | \$111.00 |
| | | | 124609102 | 001-012-575-30-47-00 | CS-Historical-Utilities | 202289237 Museum | \$11.29 |



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|----------------------|-------|-------------|-----------|----------------------|-------------------------------|--|----------|-------------|
| Snohomish County PUD | 43153 | 8/4/2017 | 124609102 | 001-012-575-51-47-00 | CS-Grimm House Expenses | 202289237 Grimm House | \$11.30 | |
| | | | 127907557 | 001-010-576-80-47-00 | PK-Utilities | 202513354 Park lighting | \$16.70 | |
| | | | 127917992 | 001-010-576-80-47-00 | PK-Utilities | 202340527 Yard | \$9.14 | |
| | | | | 101-016-542-63-47-00 | ST-Lighting - Utilities | 202340527 Yard | \$9.14 | |
| | | | | 410-016-531-10-47-00 | SW-Utilities | 202340527 Yard | \$9.14 | |
| | | | 131218376 | 001-010-576-80-47-00 | PK-Utilities | 201513934 Parks | \$16.17 | |
| | | | 131221620 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 205338056 SR92 Roundabout at113th | \$35.62 | |
| | | | 144364789 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 202342622 Street Lights | \$63.33 | |
| | | | 150944895 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 205320781 SR92 Roundabout at 99th | \$44.07 | |
| | | | 157395870 | 001-008-521-50-47-00 | LE-Facility Utilities | 202766820 Police Dept Electric | \$663.19 | |
| | | | 157400800 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 203728159 Traffic Signal | \$47.79 | |
| | | | 157402507 | 101-016-542-64-47-00 | ST-Traffic Control -Utility | 221128085 Traffic Signal 7441 20th St SE | \$65.74 | |
| | | | 160585974 | 001-008-521-50-47-00 | LE-Facility Utilities | 203033030 Police Dept Water | \$77.04 | |
| | | | 163797844 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 202648705 Street Lights | \$50.89 | |
| | | | 163804883 | 001-010-576-80-47-00 | PK-Utilities | 203599006 City Shop | \$169.88 | |
| | | | | 101-016-543-50-47-00 | ST-Utilities | 203599006 City Shop | \$169.88 | |
| | | | | 410-016-531-10-47-00 | SW-Utilities | 203599006 City Shop | \$169.93 | |
| | 43266 | Check Total | | | | | | \$15,707.26 |
| | | 8/17/2017 | 104724567 | 001-012-572-20-47-00 | CS-Library-Utilities | 200206977 Library | \$317.21 | |
| | | | | 001-013-518-20-47-00 | GG-Utilities | 200206977 Library water meter | \$107.83 | |
| | | | 111356153 | 001-008-521-50-47-00 | LE-Facility Utilities | 200558690 Police N Lakeshore Drive | \$87.18 | |
| | | | 111358981 | 001-012-575-50-47-00 | CS-Community Center-Utilities | 200860922 Community Center | \$401.12 | |
| | | | 114676153 | 001-013-518-20-47-00 | GG-Utilities | 221412273 New City Hall | \$112.77 | |
| | | | 114676303 | 001-010-576-80-47-00 | PK-Utilities | 200748721 Parks | \$97.75 | |
| | | | 121308373 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 204719074 Catherine Creek Bridge lights | \$22.05 | |
| | | | 121309813 | 001-013-518-20-47-00 | GG-Utilities | 201956075 War Memorial | \$39.75 | |
| | | | 124624528 | 001-010-576-80-47-00 | PK-Utilities | 202513354 Park lighting | \$21.60 | |
| | | | 127923012 | 001-013-518-20-47-00 | GG-Utilities | 200245215 Family Center | \$124.83 | |
| | | | 131233237 | 001-010-576-80-47-00 | PK-Utilities | 203531959 Mobile at 2424 Soper Hill Rd | \$55.26 | |
| | | | 131233968 | 001-010-576-80-47-00 | PK-Utilities | 201513934 Parks | \$29.93 | |
| | | | 131234413 | 001-013-518-20-47-00 | GG-Utilities | 201783685 Annex | \$52.35 | |
| | | | 131234725 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 201860178 Traffic Signal | \$128.78 | |



Checks to be Approved for 7/7/2017 to 8/17/2017

| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | |
|----------------------------------|-------|-----------|------------|----------------------|-------------------------------|---|--------------------------------|
| Snohomish County PUD | 43266 | 8/17/2017 | 141041711 | 001-012-557-30-40-01 | CS - VIC Utilities | 205395999 Visitor Center | \$55.08 |
| | | | 141044523 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 201595113 Street Lights | \$244.21 |
| | | | 144376158 | 001-012-575-30-47-00 | CS-Historical-Utilities | 202289237 Museum | \$9.07 |
| | | | | 001-012-575-51-47-00 | CS-Grimm House Expenses | 202289237 Grimm House | \$9.07 |
| | | | 147662453 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 201973682 Street Lights | \$46.02 |
| | | | 150952372 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 203582010 Street Lights | \$64.09 |
| | | | 150953263 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 203730189 Traffic Signal | \$59.37 |
| | | | 150953266 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 203731153 Traffic Signal | \$71.72 |
| | | | 150958170 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 203115522 Street Light meter | \$124.98 |
| | | | 160593868 | 001-010-576-80-47-00 | PK-Utilities | 203203245 Lundeen Restrooms | \$460.26 |
| | | | 16381194 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 202624367 Street Lights | \$10,481.56 |
| | | | 163812049 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 202648101 Street Lights - Soper Hill Annexation | \$1,106.88 |
| | | | 163812145 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 202670725 Street Lights | \$1,215.46 |
| | | | 167065438 | 101-016-542-63-47-00 | ST-Lighting - Utilities | 202988481 Street Lights | \$161.08 |
| | 43267 | | | | | | Check Total \$14,321.89 |
| | | 8/17/2017 | 1900032345 | 530-016-594-48-60-00 | Purchase Of Capital Equipment | 3 Used vehicles and 74 Wooden arm danger flags | \$14,321.89 |
| Snohomish County PW S | 43154 | | | | | | Check Total \$1,622.43 |
| | | 8/4/2017 | I000437342 | 101-016-542-30-48-00 | ST-Repair & Maintenance | Sign/Signal/Street light repair | \$1,622.43 |
| | 43268 | | | | | | Check Total \$3,267.18 |
| | | 8/17/2017 | I000447146 | 101-016-542-64-48-00 | ST-Traffic Control - R&M | Sign & Signal repair & maintenance | \$1,309.14 |
| | | | I000447308 | 410-016-531-20-41-00 | SW-Aerator Monitori | Q2 2017 Lake Monitoring | \$1,958.04 |
| Snohomish County PW V | 43155 | | | | | | Check Total \$13,280.93 |
| | | 8/4/2017 | I000438534 | 001-008-521-20-48-00 | LE-Repair & Maintenance Equip | Vehicle repair | \$13,280.93 |
| Snohomish County Sheriffs Office | 43269 | | | | | | Check Total \$1,988.00 |
| | | 8/17/2017 | I000418550 | 001-008-521-30-51-00 | LE-Drug Task Force | 2016 Bridge SRDTF JAG grant contribution | \$1,988.00 |
| Snohomish County Sheriffs Office | 43156 | | | | | | Check Total \$14,907.92 |
| | | 8/4/2017 | 2017-3819 | 001-008-523-60-51-00 | LE-Jail | Prisoner Medical May 2017 | \$218.14 |
| | | | 2017-3840 | 001-008-523-60-51-00 | LE-Jail | Prisoner Housing June 2017 | \$14,676.20 |
| | | | 2017-3861 | 001-008-523-60-51-00 | LE-Jail | Prisoner medical June 2017 | \$13.58 |
| Snohomish County Treasurer | 43051 | | | | | | Check Total \$267.51 |
| | | 7/13/2017 | June2017 | 633-000-589-30-00-06 | Crime Victims Compensation | June 2016 Crime Victims Compensation | \$267.51 |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | | |
|-------------------------------|-----------|----------------------|----------------|------------------------------------|--------------------------------|---|-------------|-------------|
| Snopac | 43157 | | | | | | Check Total | \$28,355.38 |
| | | 8/4/2017 | 9183 | 001-008-528-00-51-00 | LE-Snopac Dispatch | Dispatch Services | \$26,988.62 | |
| | | | 9202 | 001-008-528-00-51-00 | LE-Snopac Dispatch | Quarterly Access Assessment | \$1,366.76 | |
| | 43270 | | | | | | Check Total | \$26,988.62 |
| | | 8/17/2017 | 9267 | 001-008-528-00-51-00 | LE-Snopac Dispatch | Dispatch services | \$26,988.62 | |
| SoftwareONE Inc | 43158 | | | | | | Check Total | \$40,636.54 |
| | | 8/4/2017 | US-PSI-602243 | 510-006-518-80-49-00 | License Renewal - Annual Maint | MS Office CityWide | \$40,636.54 | |
| | 43271 | | | | | | Check Total | \$170.28 |
| | | 8/17/2017 | US-PSI-608141 | 510-006-518-80-49-00 | License Renewal - Annual Maint | Visio Pro for Office 365 | \$170.28 | |
| Sound Publishing Inc | 43159 | | | | | | Check Total | \$888.84 |
| | | 8/4/2017 | EDH764988 | 001-007-558-50-41-03 | PL-Advertising | LUA2016-0005 Fairview Terrace | \$96.44 | |
| | | | EDH765770 | 001-007-558-50-41-03 | PL-Advertising | LUA2017-0104 Stevens Ridge Estates | \$98.16 | |
| | | | EDH765905 | 001-007-558-50-41-03 | PL-Advertising | DS & RFC-Scope of the Environmental Impact Stmt | \$161.80 | |
| | | | EDH766411 | 001-007-558-50-41-03 | PL-Advertising | SPE2017-0010 Aquafest 2017 | \$75.80 | |
| | | | EDH766844 | 001-007-558-50-41-03 | PL-Advertising | LUA2016-0005 Fairview Terrace | \$91.16 | |
| | | | EDH767260 | 001-007-558-50-41-03 | PL-Advertising | Notice-Road & Launch Closures-Aquafest | \$86.24 | |
| | | | EDH767266 | 001-007-558-50-41-03 | PL-Advertising | LUA2017-0108 Tremmel Short Plat | \$89.56 | |
| | | | EDH767292 | 001-013-518-30-41-01 | GG-Advertising | Library Board Meeting Cancellation | \$34.52 | |
| | | | EDH767596 | 001-013-518-30-41-01 | GG-Advertising | Ordinance 998 | \$27.64 | |
| | | | EDH768252 | 001-007-558-50-41-03 | PL-Advertising | LUA2017-0108 Tremmel Short Plat | \$79.24 | |
| | EDH769038 | 001-013-518-30-41-01 | GG-Advertising | Notice - Special Meeting & Retreat | \$48.28 | | | |
| | 43272 | | | | | | Check Total | \$19.04 |
| | | 8/17/2017 | EDH770705 | 410-016-531-10-41-05 | SW-Advertising | RFB - 2017 LS Aerator Removal | \$19.04 | |
| Sound Safety Products Co Inc | 43273 | | | | | | Check Total | \$305.87 |
| | | 8/17/2017 | 151373/1 | 001-010-576-80-31-01 | PK-Ops-Clothing | Jacket/boots/hoodie-Everett | \$101.95 | |
| | | | | 101-016-542-90-31-01 | ST-Clothing | Jacket/boots/hoodie-Everett | \$101.96 | |
| | | | | 410-016-531-10-31-00 | SW-Clothing | Jacket/boots/hoodie-Everett | \$101.96 | |
| Southwest Solutions Group Inc | 43160 | | | | | | Check Total | \$4,053.55 |
| | | 8/4/2017 | 76188-1 | 001-013-594-18-60-02 | GG - City Hall Demo | Counter High Drawing Storage Cabinet | \$4,053.55 | |
| Springbrook Nursery | 43052 | | | | | | Check Total | \$413.57 |
| | | 7/13/2017 | 254057 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Topsoil - Lundeen Restoration | \$258.48 | |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | |
|-------------------------|-----------|------------|----------------------|---------------------------|---|-------------------------------|-----------------------------|
| Springbrook Nursery | 43052 | 7/13/2017 | 254137 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Topsoil - Lundeen Restoration | \$155.09 |
| | 43161 | | | | | | Check Total \$690.14 |
| | 8/4/2017 | 254771 | 410-016-531-10-31-02 | SW-Operating Costs | Top Soil - Lake Drive | | \$206.78 |
| | | 255068 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Topsoil - Lundeen Park | | \$51.70 |
| | | 255183 | 410-016-531-10-31-02 | SW-Operating Costs | Dump fee - Wood debris - Lake Drive | | \$100.00 |
| | | 255184 | 410-016-531-10-31-02 | SW-Operating Costs | Dump fee - Wood debris - Lake Drive | | \$100.00 |
| | | 255189 | 410-016-531-10-31-02 | SW-Operating Costs | Dump fee - Wood debris - Lake Drive | | \$100.00 |
| | | 255878 | 001-010-576-80-31-04 | PK-North Cove Park Ops | Gravel - North Cove park | | \$76.74 |
| | | 256031 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Cobbles - Lundeen Park | | \$54.92 |
| | 43274 | | | | | | Check Total \$192.24 |
| | 8/17/2017 | 256335 | 001-013-594-18-60-02 | GG - City Hall Demo | Cobbles for New City Hall | | \$192.24 |
| | | | | | | | |
| Staples | 43162 | | | | | | Check Total \$685.59 |
| | 8/4/2017 | 3314847775 | 001-003-514-20-31-00 | CC-Office Supply | Printer for receptionist returned | | (\$206.90) |
| | | 3343547775 | 001-008-521-20-31-02 | LE-Minor Equipment | HP Coler Laserjet printer MFP M477FNW | | \$827.62 |
| | | 3345698413 | 001-008-521-20-31-02 | LE-Minor Equipment | Binder and folder for new detective | | \$64.87 |
| | 43275 | | | | | | Check Total \$838.05 |
| | 8/17/2017 | 3308915366 | 001-008-521-20-31-00 | LE-Office Supplies | Netgear Prosafe 5 Port Switch | | (\$54.44) |
| | | 3343547775 | 001-008-521-20-31-00 | LE-Office Supplies | 8 HP color Laserjet MFP Printer | | \$827.62 |
| | | 3345698413 | 001-008-521-20-31-00 | LE-Office Supplies | Samsonite Zip Ring Binders/folder fraimes | | \$64.87 |
| Kathy Starkenburg | 43163 | | | | | | Check Total \$15.00 |
| | 8/4/2017 | 041717 | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem-Front Office Safety-Starkenburg | | \$15.00 |
| | 43276 | | | | | | Check Total \$30.00 |
| | 8/17/2017 | 080817 | 001-008-521-20-32-00 | LE-Fuel | Fuel for Van | | \$30.00 |
| Stericycle Inc | 43164 | | | | | | Check Total \$10.36 |
| | 8/4/2017 | 3003903037 | 001-008-521-20-41-01 | LE-Proessional Serv-Fixed | Hazardous Waste disposal | | \$10.36 |
| | 43277 | | | | | | Check Total \$10.36 |
| | 8/17/2017 | 3003936783 | 001-008-521-20-41-01 | LE-Proessional Serv-Fixed | Hazardous waste disposal | | \$10.36 |
| Steuber Distributing Co | 43165 | | | | | | Check Total \$130.81 |
| | 8/4/2017 | 2843285 | 101-016-544-90-31-02 | ST-Operating Cost | Herbicide for Hwy 92 Shoulder | | \$130.81 |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | |
|---------------------------|-------|-----------|------------|----------------------|-------------------------|---|-------------------|
| Strategies 360 | 43166 | | | | | Check Total | \$4,000.00 |
| | | 8/4/2017 | 772-24942 | 001-013-511-70-40-00 | Lobbying Services | Federal Government Lobbying services August 2017 | \$4,000.00 |
| Robert Summers | 43167 | | | | | Check Total | \$750.00 |
| | | 8/4/2017 | 2017 | 001-008-521-20-26-00 | LE-Clothing Allowance | 2017 Uniform Allowance | \$750.00 |
| | 43278 | | | | | Check Total | \$95.00 |
| | | 8/17/2017 | 042817 | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem-Transformative Practices-Arlington-Summers | \$95.00 |
| Symbol Arts | 43279 | | | | | Check Total | \$850.00 |
| | | 8/17/2017 | 0287937-IN | 001-008-521-20-31-02 | LE-Minor Equipment | Shoulder patches | \$850.00 |
| Tacoma Screw Products Inc | 43168 | | | | | Check Total | \$223.86 |
| | | 8/4/2017 | 18166287 | 001-010-576-80-31-00 | PK-Operating Costs | Diamond trimmer line | \$39.26 |
| | | | | 101-016-544-90-31-02 | ST-Operating Cost | Diamond trimmer line | \$39.26 |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Diamond trimmer line | \$39.26 |
| | | | 18167013 | 001-010-576-80-31-00 | PK-Operating Costs | Eyebolts/screws/washers/nitrile gloves | \$35.36 |
| | | | | 101-016-544-90-31-02 | ST-Operating Cost | Eyebolts/screws/washers/nitrile gloves | \$35.36 |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Eyebolts/screws/washers/nitrile gloves | \$35.36 |
| | 43280 | | | | | Check Total | \$399.08 |
| | | 8/17/2017 | 18167972 | 101-016-544-90-31-02 | ST-Operating Cost | Diamond Trimmer Line | \$67.14 |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Diamond Trimmer Line | \$67.13 |
| | | | 18167973 | 101-016-544-90-31-02 | ST-Operating Cost | Pins/screws/snap link | \$88.99 |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Pins/screws/snap link | \$88.99 |
| | | | 18169050 | 101-016-544-90-31-02 | ST-Operating Cost | Screws/washers/nuts | \$43.42 |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Screws/washers/nuts | \$43.41 |
| Teamsters Local No 763 | 43169 | | | | | Check Total | \$1,349.00 |
| | | 8/4/2017 | 073117 | 001-000-284-00-00-00 | Payroll Liability Other | Union Dues | \$1,349.00 |
| The Watershed Co | 43170 | | | | | Check Total | \$2,033.35 |
| | | 8/4/2017 | 2017-0725 | 001-007-558-50-41-01 | PL-CA-Developer Reimb | Environmental consulting - Monte Cristo Square Review | \$2,033.35 |
| Dean Thomas | 43281 | | | | | Check Total | \$125.00 |
| | | 8/17/2017 | 042817 | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem-ICS 300 Training-Friday Harbor-Thomas | \$125.00 |
| | 43282 | | | | | Check Total | \$95.00 |
| | | 8/17/2017 | 042817b | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem-Use of Force-Arlington-Thomas | \$95.00 |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | Check Total |
|---------------------------------------|-------|-----------|-----------|----------------------|------------------------------|--|-------------------|
| Truck Vault Inc | 43171 | | | | | | \$2,408.65 |
| | | 8/4/2017 | 171107 | 520-008-594-21-63-00 | Capital Equipment | Storage systems for PT72 | \$2,408.65 |
| ULINE | 43172 | | | | | | \$135.39 |
| | | 8/4/2017 | 88526283 | 001-010-576-80-31-00 | PK-Operating Costs | Air Freshener dispensers | \$110.13 |
| | | | 88560254 | 001-010-576-80-31-00 | PK-Operating Costs | Air Freshener dispensers | \$25.26 |
| | 43283 | | | | | | \$1,554.41 |
| | | 8/17/2017 | 88962311 | 101-016-544-90-31-02 | ST-Operating Cost | Pre-filters/filter retainer/charging kit | \$208.40 |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Pre-filters/filter retainer/charging kit | \$208.40 |
| | | | 88965382 | 001-010-576-80-31-00 | PK-Operating Costs | Air freshener & dispenser/steel drums/toolbox/Handicap stencil | \$204.89 |
| | | | | 101-016-544-90-31-02 | ST-Operating Cost | Air freshener & dispenser/steel drums/toolbox/Handicap stencil | \$204.90 |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Air freshener & dispenser/steel drums/toolbox/Handicap stencil | \$204.90 |
| | | | 88967122 | 101-016-544-90-31-02 | ST-Operating Cost | Portable Power pak/batteries/traffic cones/tape | \$261.46 |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Portable Power pak/batteries/traffic cones/tape | \$261.46 |
| United Way of Snohomish Co | 43173 | | | | | | \$130.00 |
| | | 8/4/2017 | 073117 | 001-000-284-00-00-00 | Payroll Liability Other | Employee Contributions | \$130.00 |
| UPS | 43174 | | | | | | \$20.80 |
| | | 8/4/2017 | 74Y42277 | 001-008-521-20-42-00 | LE-Communication | Evidence shipping | \$19.50 |
| | | | 74Y42287 | 001-008-521-20-42-00 | LE-Communication | Evidence shipping | \$1.30 |
| | 43284 | | | | | | \$26.05 |
| | | 8/17/2017 | 74Y42307 | 001-008-521-20-42-00 | LE-Communication | Evidence shipping | \$18.78 |
| | | | 74Y42317 | 001-008-521-20-42-00 | LE-Communication | Evidence shipping | \$7.27 |
| Craig Valvick | 43285 | | | | | | \$95.00 |
| | | 8/17/2017 | 042817 | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem-Use of Force Training-Arlington-Valvick | \$95.00 |
| Michelle Vanderwalker | 43175 | | | | | | \$15.00 |
| | | 8/4/2017 | 041717 | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem - Front Office Safety - Vanderwalker | \$15.00 |
| Vantagepoint Transfer Agents - 108991 | 43053 | | | | | | \$460.44 |
| | | 7/13/2017 | 41426646 | 001-000-282-00-00-00 | Payroll Liability Retirement | ICMA Deferred Comp-Employer Contribution | \$460.44 |
| | 43176 | | | | | | \$460.44 |
| | | 8/4/2017 | 073117 | 001-000-282-00-00-00 | Payroll Liability Retirement | ICMA Deferred Comp - Employer Contribution | \$460.44 |



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| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | Check Total |
|--|-------|-----------|------------|----------------------|------------------------------|--|-------------------|
| Vantagepoint Transfer Agents - 108991 | 43286 | 8/17/2017 | 081517 | 001-000-282-00-00-00 | Payroll Liability Retirement | ICMA Deferred Comp - Employer Contribution | \$460.44 |
| | | | | | | | \$460.44 |
| Vantagepoint Transfer Agents - 307428 | 43029 | 7/12/2017 | 41426649 | 001-000-282-00-00-00 | Payroll Liability Retirement | ICMA Deferred Comp-Employee Contribution | \$694.71 |
| | | | | | | | \$694.71 |
| | 43177 | 8/4/2017 | 073117 | 001-000-282-00-00-00 | Payroll Liability Retirement | ICMA Deferred Comp | \$694.71 |
| | | | | | | | \$694.71 |
| | 43287 | 8/17/2017 | 081517 | 001-000-282-00-00-00 | Payroll Liability Retirement | ICMA Deferred Comp - Employee Contribution | \$694.71 |
| | | | | | | | \$694.71 |
| Verizon Northwest | 43178 | 8/4/2017 | 9789799774 | 001-001-511-60-42-00 | Legislative - Communication | Wireless Phone services | \$388.99 |
| | | | | 001-001-513-10-42-00 | Executive - Communication | Wireless Phone services | \$52.59 |
| | | | | 001-002-513-11-42-00 | AD-Communications | Wireless Phone services | \$52.59 |
| | | | | 001-003-514-20-42-00 | CC-Communications | Wireless Phone services | \$55.57 |
| | | | | 001-005-518-10-42-00 | HR-Communications | Wireless Phone services | \$52.59 |
| | | | | 001-006-518-80-42-00 | IT-Communications | Wireless Phone services | \$105.18 |
| | | | | 001-007-558-50-42-00 | PL-Communication | Wireless Phone services | \$197.78 |
| | | | | 001-007-559-30-42-00 | PB-Communication | Wireless Phone services | \$132.73 |
| | | | | 001-008-521-20-42-00 | LE-Communication | Wireless Phone services | \$2,371.84 |
| | | | | 001-010-576-80-42-00 | PK-Communication | Wireless Phone services | \$234.54 |
| | | | | 101-016-543-30-42-00 | ST-Communications | Wireless Phone services | \$234.54 |
| | | | | 410-016-531-10-42-00 | SW-Communications | Wireless Phone services | \$234.53 |
| | | | | | | | \$4,113.47 |
| WAPRO | 43054 | 7/13/2017 | 2730 | 001-003-514-20-49-02 | CC-Staff Development | WAPRO Membership Renewal-Pugh | \$25.00 |
| | | | | | | | \$25.00 |
| Washington State Dept of Enterprise Svcs | 43288 | 8/17/2017 | 73165463 | 001-008-521-20-31-00 | LE-Office Supplies | Business Cards-Parnell/Bernhard/Lyons/Wachtveitl | \$142.44 |
| | | | | | | | \$142.44 |
| Washington State Patrol | 43179 | 8/4/2017 | 117009245 | 633-000-589-30-00-10 | Gun Permit - FBI Remittance | Weapons permit background checks | \$416.00 |
| | | | | | | | \$416.00 |
| | 43289 | 8/17/2017 | 118000682 | 633-000-589-30-00-10 | Gun Permit - FBI Remittance | Background checks-weapons permits | \$326.00 |
| | | | | | | | \$326.00 |
| Washington State Support Registry | 0 | 7/12/2017 | 071417 | 001-000-284-00-00-00 | Payroll Liability Other | Employee Paid Child Support | \$527.67 |
| | | | | | | | \$1,457.80 |



Checks to be Approved for 7/7/2017 to 8/17/2017

| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | | |
|--|-----------|-------------|----------------------|----------------------|------------------------------|----------------------------------|--------------------------------------|----------|
| Washington State Support Registry | 0 | 8/4/2017 | 073117 | 001-000-284-00-00-00 | Payroll Liability Other | Employee Paid Child Support | \$527.67 | |
| | | 8/17/2017 | 081517 | 001-000-284-00-00-00 | Payroll Liability Other | Employee Paid Child Support | \$402.46 | |
| Washington State Treas Office | 43180 | Check Total | | | | | \$54.50 | |
| | | 8/4/2017 | Q2 2017 | 111-008-589-30-00-00 | Disbursement to State | Q2 2017 Forfeited Property | \$54.50 | |
| Washington Teamsters Welfare Trust EFT | 0 | Check Total | | | | | \$2,181.00 | |
| | | 8/4/2017 | 073117 | 001-000-283-00-00-00 | Payroll Liability Medical | Teamsters Dental Ins Premiums | \$2,181.00 | |
| Washington Tractor | 43181 | Check Total | | | | | \$402.66 | |
| | | 8/4/2017 | 1339663 | 001-010-576-80-31-00 | PK-Operating Costs | Wheel for PW38 | \$252.78 | |
| | | | 1344965 | 001-010-576-80-31-00 | PK-Operating Costs | Lock Nuts/Rollers/Shaft for PW38 | \$149.88 | |
| | 43290 | Check Total | | | | | \$364.13 | |
| | | 8/17/2017 | 1359059 | 001-010-576-80-31-00 | PK-Operating Costs | Cutting edge on PW30 | \$121.37 | |
| | | | | 101-016-544-90-31-02 | ST-Operating Cost | Cutting edge on PW30 | \$121.38 | |
| | | | | 410-016-531-10-31-02 | SW-Operating Costs | Cutting edge on PW30 | \$121.38 | |
| | | | | | | | | |
| Wave Broadband | 43055 | Check Total | | | | | \$1,629.98 | |
| | | 7/13/2017 | 02660123 | 001-002-513-11-42-00 | AD-Communications | Telephone Service | \$14.39 | |
| | | | | 001-003-514-20-42-00 | CC-Communications | Telephone Service | \$28.78 | |
| | | | | 001-004-514-23-42-00 | FI-Communications | Telephone Service | \$28.79 | |
| | | | | 001-005-518-10-42-00 | HR-Communications | Telephone Service | \$14.39 | |
| | | | | 001-006-518-80-42-00 | IT-Communications | Telephone Service | \$43.17 | |
| | | | | 001-007-558-50-42-00 | PL-Communication | Telephone Service | \$93.60 | |
| | | | | 001-007-559-30-42-00 | PB-Communication | Telephone Service | \$14.39 | |
| | | | | 001-008-521-20-42-00 | LE-Communication | Telephone Service | \$489.52 | |
| | | | | 001-012-575-30-42-00 | CS-Historical-Communications | Telephone Service Museum | \$14.39 | |
| | | | | 001-012-575-50-42-00 | CS-Community Center - Comm | Telephone Service Senior Ctr | \$14.39 | |
| | | | | 001-013-518-20-42-00 | GG-Communication | Telephone Service | \$57.57 | |
| | | | | 101-016-543-30-42-00 | ST-Communications | Telephone Service Shop | \$82.83 | |
| | | | | 410-016-531-10-42-00 | SW-Communications | Telephone Service Shop | \$82.83 | |
| | | | | 02664055 | 510-006-518-80-49-00 | License Renewal - Annual Maint | Fiber lease for New World Connection | \$650.94 |
| | | | | 43291 | Check Total | | | |
| | 8/17/2017 | 02900354 | 001-002-513-11-42-00 | | AD-Communications | Telephone Service | \$13.88 | |
| 001-003-514-20-42-00 | | | CC-Communications | | Telephone Service | \$27.76 | | |



Checks to be Approved for 7/7/2017 to 8/17/2017

| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | |
|--|-----------|-------------|----------------------|--------------------------------|--------------------------------------|--|-------------|
| Wave Broadband | 43291 | 8/17/2017 | 02900354 | 001-004-514-23-42-00 | FI-Communications | Telephone Service | \$27.76 |
| | | | | 001-005-518-10-42-00 | HR-Communications | Telephone Service | \$13.88 |
| | | | | 001-006-518-80-42-00 | IT-Communications | Telephone Service | \$41.63 |
| | | | | 001-007-558-50-42-00 | PL-Communication | Telephone Service | \$90.26 |
| | | | | 001-007-559-30-42-00 | PB-Communication | Telephone Service | \$13.88 |
| | | | | 001-008-521-20-42-00 | LE-Communication | Telephone Service | \$472.08 |
| | | | | 001-012-575-30-42-00 | CS-Historical-Communications | Telephone Service Museum | \$13.88 |
| | | | | 001-012-575-50-42-00 | CS-Community Center - Comm | Telephone Service Senior Ctr | \$13.88 |
| | | | | 001-013-518-20-42-00 | GG-Communication | Telephone Service | \$55.51 |
| | | | | 101-016-543-30-42-00 | ST-Communications | Telephone Service Shop | \$79.88 |
| | | | | 410-016-531-10-42-00 | SW-Communications | Telephone Service Shop | \$79.88 |
| | 43292 | Check Total | | | | | \$650.94 |
| | 8/17/2017 | 02904344 | 510-006-518-80-49-00 | License Renewal - Annual Maint | Fiber lease for New World Connection | \$650.94 | |
| Weed Graafstra & Associates Inc | 43293 | Check Total | | | | | \$18,043.96 |
| | 8/17/2017 | 166 | 001-011-515-30-41-00 | LG-Professional Service | Legal services - General matters | \$18,043.96 | |
| Weed Graafstra & AssociatesTrust Account | 43056 | Check Total | | | | | \$2,500.00 |
| | | 7/13/2017 | 071017 | 301-016-544-40-41-00 | Street Op - P&D - 20th St SE | 20th Street SE ROW Acquisition | \$2,500.00 |
| | 43182 | Check Total | | | | | \$10,000.00 |
| | | 8/4/2017 | 072617 | 301-016-544-40-41-00 | Street Op - P&D - 20th St SE | Appraisal Reports Nordin Property & City Property 20th St SE | \$10,000.00 |
| | 43183 | Check Total | | | | | \$500.00 |
| | | 8/4/2017 | 080117 | 301-016-544-40-41-00 | Street Op - P&D - 20th St SE | 20th Street ROW Acquisition.Mounsey-Title Clearing | \$500.00 |
| | 43184 | Check Total | | | | | \$31,000.00 |
| | | 8/4/2017 | 080217 | 301-016-544-40-41-00 | Street Op - P&D - 20th St SE | 20th Street SE ROW Acquisition - Mounsey | \$31,000.00 |
| | 43185 | Check Total | | | | | \$3,900.00 |
| | | 8/4/2017 | 080417 | 301-016-544-40-41-00 | Street Op - P&D - 20th St SE | 20th Street SE ROW Acquisition - Ellis | \$3,900.00 |
| | 43294 | Check Total | | | | | \$350.00 |
| | | 8/17/2017 | Perry | 301-016-544-40-41-00 | Street Op - P&D - 20th St SE | 20th SE ROW Acquisition/Perry | \$350.00 |
| | 43295 | Check Total | | | | | \$3,400.00 |
| | | 8/17/2017 | Kouyian | 301-016-544-40-41-00 | Street Op - P&D - 20th St SE | 20th SE ROW Acquisition/Kouyian/Settlement Agreement | \$3,400.00 |



Checks to be Approved for 7/7/2017 to 8/17/2017

| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | Check Total |
|---|-------|-----------|-----------|----------------------|------------------------------|---|-------------|
| Weed Graafstra & Associates Trust Account | 43296 | | | | | | \$480.00 |
| | | 8/17/2017 | Kouyian 2 | 301-016-544-40-41-00 | Street Op - P&D - 20th St SE | 20th SE ROW Acquisition/Kouyian/Evaluation allowance | \$480.00 |
| | 43297 | | | | | | \$21,000.00 |
| | | 8/17/2017 | Lundquist | 301-016-544-40-41-00 | Street Op - P&D - 20th St SE | 20th Street SE ROW Aquisition-Lundquist | \$21,000.00 |
| | 43298 | | | | | | \$2,200.00 |
| | | 8/17/2017 | Maillet35 | 301-016-544-40-41-00 | Street Op - P&D - 20th St SE | 20th Street SE-Temp Construction Easement Lot 35 Maillet | \$2,200.00 |
| | 43299 | | | | | | \$3,800.00 |
| | | 8/17/2017 | Maillet37 | 301-016-544-40-41-00 | Street Op - P&D - 20th St SE | 20th Street SE-Temp Construction Easement Lot 37 Maillet | \$3,800.00 |
| Neil Chad Wells | 43300 | | | | | | \$100.00 |
| | | 8/17/2017 | Mounsey | 301-016-544-40-41-00 | Street Op - P&D - 20th St SE | 20th Street SE ROW Aquisition-Mounsey | \$100.00 |
| | 43186 | | | | | | \$19.00 |
| | | 8/4/2017 | 061917 | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem-Glock Armorer School - C Wells | \$19.00 |
| | 43301 | | | | | | \$125.00 |
| West Marine Pro | | 8/17/2017 | 061517 | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem-WSP ARIDE-Burlington-C Wells | \$30.00 |
| | | | 061917 | 001-008-521-20-43-00 | LE-Travel & Per Diem | Per Diem-Patrol Rifle Instructor-Snohomish-C Wells | \$95.00 |
| | 43302 | | | | | | \$378.92 |
| | | 8/17/2017 | 2213 | 001-008-521-21-31-00 | LE-Boating Minor Equipment | Boating Ski flags-community outreach | \$55.02 |
| | | | 2599 | 001-008-521-21-31-00 | LE-Boating Minor Equipment | Boating cleansers | \$26.28 |
| | | | 2817 | 001-008-521-21-31-00 | LE-Boating Minor Equipment | NMEA 2000 starter kit returned | (\$96.51) |
| | | | 3604 | 001-008-521-21-31-00 | LE-Boating Minor Equipment | Skier Down flags/Deck paint PT45/Personal floatation device | \$353.56 |
| Western Conference of Teamsters Pension Trust | | | 6475 | 001-008-521-21-31-00 | LE-Boating Minor Equipment | 10ft transducer Ext Cable for boat | \$40.57 |
| | 43030 | | | | | | \$2,833.28 |
| | | 7/12/2017 | 063017 | 001-000-282-00-00-00 | Payroll Liability Retirement | Employee Contributions - Teamster Pension | \$2,833.28 |
| | 43187 | | | | | | \$2,955.89 |
| Wide Format Co | | 8/4/2017 | 073117 | 001-000-282-00-00-00 | Payroll Liability Retirement | Employee Contributions - Teamster Pension | \$2,955.89 |
| | 43188 | | | | | | \$228.50 |
| | | 8/4/2017 | 101106 | 001-007-558-50-31-00 | PL-Office Supplies | Ink for Plotter | \$57.13 |
| | | | | 001-007-559-30-31-00 | PB-Office Supplies | Ink for Plotter | \$57.13 |
| | | | | 101-016-544-90-31-01 | ST-Office Supplies | Ink for Plotter | \$57.13 |



Checks to be Approved for 7/7/2017 to 8/17/2017

| Name | Ck # | Date | Invoice # | Account # | Account Desc | Item Desc | |
|-------------------------------|-------|-----------|--------------|----------------------|----------------------|--|--------------------------------|
| Wide Format Co | 43188 | 8/4/2017 | 101106 | 410-016-531-10-31-01 | SW-Office Supplies | Ink for Plotter | \$57.11 |
| Woods Creek Wholesale Nursery | 43303 | | | | | | Check Total \$1,494.11 |
| | | 8/17/2017 | 3085 | 001-010-576-80-31-03 | PK-Lundeen-Op Costs | Plants around VIC sign | \$1,494.11 |
| WSATI NW | 43304 | | | | | | Check Total \$200.00 |
| | | 8/17/2017 | Registration | 001-008-521-40-49-01 | LE-Registration Fees | 2017 Auto Theft School Registration-Alex Michael | \$200.00 |
| Zachor and Thomas Inc PS | 43305 | | | | | | Check Total \$10,992.13 |
| | | 8/17/2017 | 707 | 001-011-515-30-41-01 | PG-Prosecutor Fees | Prosecutor Retainer-July 2017 | \$10,992.13 |
| Total | | | | | | | \$1,549,473.12 |



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

Tuesday, July 11, 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, Kathy Holder, Rauchel McDaniel, Marcus Tageant

ELECTED OFFICIALS ABSENT: Councilmember Todd Welch

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

OTHERS: Cameron Balazic, Shawn Frederick, Richard Russell, Stacy LaFlam, Dennis Ives, Elizabeth Stanton and Rob Stanton, Lake Stevens School District

Pledge of Allegiance: Council President Kurt Hilt introduced Elizabeth Stanton, a senior at Lake Stevens High School, who led the Pledge of Allegiance.

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

Approval of Agenda:

Council President Hilt said there is a request that Consent Agenda Items (E) Approve Purchase of 2016 Hustler Mower from the Equipment Replacement Fund, (F) Approve Purchase of Public Works Vehicle, (G) Approve Personnel Increase for Public Works and (J) Public Meeting and Acceptance of Final Plat of Stevens Ridge be moved to Action Items as Items D, E, F and G, respectively.

Moved by Councilmember Holder, seconded by Councilmember McDaniel, to approve the agenda as amended. On vote the motion carried (6-0-0-1).

Citizen Comments:

Jim Clark, 3493 111th Drive NE, which is behind Highland Elementary School, said the Boy Scouts created an outdoor classroom in 2015 that was used until spring 2016 when a fence was installed behind the school, cutting off the outdoor classroom. Mr. Clark requested the fence be unlocked for access to the outdoor classroom.

Bob Shanabarger, 2607 116th Drive NE, asked why City staff can't go through neighborhoods looking for violations such as trash and junk accumulations rather than pitting neighbor against neighbor by requiring that a code compliance complaint be filed with the city.

Guest Business: None.

City Department Report: None.

Mayor's Business: Music in the Park at Lundeen Park was extremely successful. More work has taken place with Sno-Isle Library regarding a master plan for Chapel Hill. Met with Washington State Department of Transportation (WSDOT) on the plan for SR 9/204; WSDOT is settling in on a preferred alternative and has requested a workshop with the Council on August 22. The Snohomish County Tomorrow annual assembly is scheduled for September 27.

Council Reports:

- Councilmember Hilt: Snohomish Health District has a new Health Officer.
- Councilmember Daughtry: SR 9 / SR 204 Stakeholder Advisory Group (SAG); Chapel Hill Community meeting.
- Councilmember McDaniel: Chapel Hill Community meeting.
- Councilmember Tageant: Music in the Park.
- Councilmember Holder: Recognized Public Works Director Durpos for cleaning up the restrooms at Lundeen Park.
- Councilmember Petershagen: No report.

Councilmember Hilt reminded the City Council Workshop/Retreat is rescheduled from July 20 to July 27 from 8:00 a.m. – 12:00 p.m. at the Chapel Hill Fire Station

Consent Agenda:

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Daughtry, to approve (A) 2017 Vouchers [Payroll Direct Deposits of \$171,729.00, Payroll Checks 42928-42931 totaling \$6,447.24, Tax Deposits of \$68,840.71, Electronic Funds Transfers (ACH) of \$229,371.43, Claims Check Nos. 42932-43021 totaling \$213,544.85, Void Check No. 42722 in the amount of \$833.44, Total Vouchers Approved: \$689,099.79]; (B) City Council Special Meeting Minutes of June 19, 2017; (C) City Council Regular Meeting Minutes of June 27, 2017; (D) Interlocal Agreement with State of Washington for Surplus Services; (E) (Removed); (F) (Removed); (G) (Removed); (H) Amendment No. 2 to Professional Services Agreement with Crandall Arambula; (I) Second Reading and Adoption of Ordinance No. 998 re Verizon Franchise; and (J) (Removed), with the noted changes. On vote the motion carried (6-0-0-1).

Action Items:

Award 2017 Street Pavement Overlay: Public Works Director Eric Durpos presented the staff report and said this year's overlay project includes Grade Road from 30th Street NE to 26th Street NE and 123rd Avenue NE from 36th Street NE to 22nd Street NE. Additionally, two alternative bids were included for overlays of 245 feet of Catherine Drive east of Grade Road and the driveway of the Senior Center off Soper Hill Road. Director Durpos reviewed the bid process and said that Quilceda Paving was the lowest responsive bidder. It is staff's recommendation that Council award the 2017 overlay project to Quilceda Paving in the amount

of \$288,731.00 with an administrative contingency in the amount of \$43,310. He then invited Councilmembers questions and there were none.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Petershagen, to award the 2017 Pavement Overlay project to Quilceda Paving in an amount of \$288,731.00 with an authorized administrative contingency in the amount of \$43,310.00. On vote the motion carried (6-0-0-1).

Award Bid and Authorize Mayor to Enter into Contract with Stripe Rite, Inc. for Thermoplastic Maintenance: Director Durpos presented the staff report and said that maintenance of thermoplastic lines throughout the city is a regular part of street surface preservation, and this was included in the 2017 budget. Tonight's requested action is that Council award the bid and authorize the mayor to enter into a contract with Stripe Rite, Inc. for thermoplastic repair that includes 81 intersection locations throughout the city. He commented the application will last three to five years and that it is easily patched for maintenance. Director Durpos reviewed the bid process and said that Stripe Rite is the lowest responsive bidder, and it is staff's recommendation that the City enter into a contract with Stripe Rite in the amount of \$293,850.92 with an authorized administrative contingency of \$5,000. He then invited Councilmembers' questions.

Responding to Councilmember Daughtry, Director Durpos said that the maintenance patching of thermoplastic lines can be completed by City staff.

Councilmember Holder asked why some intersections have thermoplastic markings and others are painted. Director Durpos responded the City does not own the equipment to apply the thermoplastic markings and so has painted some of the intersections.

Responding to Councilmember McDaniel, Director Durpos said this will take approximately two weeks and needs to be done when the weather is warm and dry.

MOTION: Moved by Councilmember Holder, seconded by Councilmember Hilt, to award the City-Wide Thermoplastic Maintenance Project to Stripe Rite, Inc. in an amount of \$293,850.92 with an authorized administrative contingency of \$5,000.00. On vote the motion carried (6-0-0-1).

Authorize Supplemental Agreement No. 2 to Professional Services Agreement with AquaTechnex re Milfoil Treatment: Director Durpos presented the staff report and reviewed the history of the milfoil treatment program. He commented that AquaTechnex has surveyed the lake and also completed a full inspection of the littoral zone, which found Milfoil growth has exploded in many areas of the lake which have been relatively free of milfoil since 2011. This has occurred in part because of the weather this year. Originally it was thought that 34 acres would be treated, but after conducting the additional survey, there are approximately 125 acres of lake that would benefit from treatment this year and the request is to consider a larger treatment focus for 2017. He then responded Councilmembers' questions.

Director Durpos said in response to Councilmember McDaniel's question that notifications have been completed and it will be posted on the City's web page.

Councilmember Holder asked, and Director Durpos responded that the County pays a percentage of the treatment, approximately 12%.

The goal is to review this again in 2018 and to also research new products that may be more effective. The chemicals that will be used this year also treat other invasive weeds.

Mayor Spencer commented in response to Councilmember Holder's question, that in the past there have been efforts to encourage people to wash their boats before entering the lake and also when they exit, including public notices and hiring high school students to wash boats. This is a statewide problem and efforts to have people wash their boats have failed.

In response to Councilmember Tageant's question, Director Durpos said that this year's eradication should get the City back down to the budget number for treatment in 2018.

Responding to Councilmember Petershagen's question, Director Durpos explained that the City signed a five-year contract with AquaTechnex in 2016 and it is supplemented each year. Further responding to Councilmember Petershagen's concerns, Director Durpos said the survey was correct, but next year he would like to see a two-part survey and a two-part treatment plan to better address the milfoil.

Responding to Councilmember McDaniel's question, Director Durpos said the chemicals are safe to people, pets, boats and other equipment in the water, but the key is dilution, which occurs very quickly. There are no restrictions on accessing the lake, but people should be notified.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Petershagen, to authorize Supplement No. 2 to the current contract with AquaTechnex, LLC to perform the recommended control measures as part of the 2017 implementation of Application Strategy Plan for an amount of \$27,518.00. On vote the motion carried (6-0-0-1).

Approve Purchase of 2016 Hustler Mower from Equipment Replacement Fund: Director Durpos presented the staff report and said the Parks Department has an old Kubota mower with a bent crank shaft which is no longer fixable. The current equipment is a tractor with a mower deck and it is more for rough mowing, and not the finish mowing that the City wants to do at the parks. The proposal is to replace the mower with a new Hustler Mower off the state contract. This mower is in stock so can be quickly in service. Public Works will keep the Kubota tractor as it does have a front-end loader and is used for other work in the parks. Director Durpos then responded to Councilmembers' questions.

MOTION: Moved by Councilmember McDaniel, seconded by Councilmember Holder, to approve the purchase of a 2016 Hustler mower from the Equipment Replacement Fund. On vote the motion carried (6-0-0-1).

Approve Purchase of Public Works Vehicle: Director Durpos presented the staff report and said that Public Works is short on vehicles. They are currently using some of the old police vehicles but they really need a vehicle that can be out in the field and pull equipment. Neither the mower nor this vehicle were budgeted, but there is an equipment reserve fund which will cover this cost.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Hilt, to approve the purchase of a 2017 Dodge Ram 1500 Quad Cab from the Equipment Replacement Fund. On vote the motion carried (6-0-0-1).

Approve Personnel Increase for Public Works: Director Durpos presented the staff report and commented it is apparent when looking at the annexation areas, and in light of the recent storm events, that Public Works is very short on manpower. Additional staff would assist in addressing improvements to the City's Stormwater system and in parks maintenance. The proposal is to increase the staff by two fulltime employees who will be able to work in both maintenance and parks depending on the needs.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Hilt, to approve the personnel increase for Public Works. On vote the motion carried (6-0-0-1).

Public Meeting and Acceptance of Final Plat of Stevens Ridge: Community Development Director Russ Wright presented the staff report, and said this is a final plat approval of Stevens Ridge, which is a twelve-lot subdivision off West Davies Loop Road. The project was originally permitted through Snohomish County and that approval will expire in July. The City has reviewed and approved the proposed construction plans, and the applicant has obtained the required financial securities which will allow recording of the project. Director Wright explained that bonds are frequently submitted at the very end of the process, immediately before final plat approval, and also that the City cannot take bonds for other agencies such as the sewer and water districts, so recording will be held until such time as the utility infrastructure is completed. Internal streets and some frontage will be dedicated to the City.

Scott Borgeson, 502 West Davies Road, is the owner of the property and spoke in favor of the Stevens Ridge plat. He reviewed some of the design elements of the project including design of the project to county standards, road design, buffers and the stormwater system.

In response to Councilmember Holder's question, Director Durpos said the roads are built to city standards.

Councilmember Petershagen asked if the Stevens Ridge Plat Map has been approved, and Director Wright responded that it has. Director Wright also explained that the City will collect its own mitigation fees, and the developer will pay County mitigation fees directly to the County, which are additional fees above and beyond standard impact fees, such as regional fees.

MOTION: Moved by Councilmember Petershagen, seconded by Councilmember Holder to accept the proposed Stevens Ridge Estates Final Plat and Road Dedication. On vote the motion carried (6-0-0-1).

Discussion Items:

Discuss Ordinance No. 999 Amending 2017 Budget: Finance Director Barb Stevens presented the staff report and said this will be the second budget amendment for 2017. She reviewed the proposed changes to the budget including one change to revenues and changes to the expenditures. She then responded to Councilmembers' questions. Director Stevens said this will be brought for at the next meeting for a second reading.

2017 Second Quarter Budget Update: Director Stevens presented the second quarter budget, which is through June 30, and does not include the items brought forward in the budget amended.

Special Action Item:

Appoint and Install Lake Stevens Veterans Commission: Mayor Spencer reviewed the history and thought process for creating the Veterans Commission and now appointing the first commissioners. Mayor Spencer commented the City recognizes the needs that veterans have in the community, but also that there is much in the way of skills, talent and knowledge that veterans can offer to the City and community at large. Mayor Spencer noted that one of the nominees will not be appointed this evening as all of the paperwork is not in, and also that two of the nominees are not available this evening to take the oath of office.

Councilmember Hilt read from a prepared statement and noted that each appointee to the commission has knowledge and abilities that will bring remarkable strength to the commission. He also commented the commissioners will bring a multi-generational viewpoint and additionally that the prospective commissioners unknowingly expressed a unified vision for the commission during their individual interviews. Councilmember Hilt welcomed each commissioner and said that this is a great day in Lake Stevens.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Tageant, to appoint Cameron Balazic, Shawn Frederick, Richard Russell, Leif Hamar, Stacy LaFlam, Mellissa Ballou and Dennis Ives to the Veterans Commission. On vote the motion carried (6-0-0-1).

Mayor Spencer then invited the new commissioners forward and administered the oath of office to Cameron Balazic, Shawn Frederick, Richard Russell, Stacy LaFlam and Dennis Ives.

Mayor Spencer then invited everyone to attend a reception in recognition of the new commission.

Executive Session: None.

Study Session: None.

Adjourn:

Moved by Councilmember Tageant, seconded by Councilmember Daughtry, to adjourn the meeting at 8:08 p.m. On vote the motion carried (6-0-0-1).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk

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

Monday, July 27, 2017
Lake Stevens Fire District Station 82
9811 Chapel Hill Road, Lake Stevens

CALL TO ORDER: 8:10 a.m. by Mayor John Spencer

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

ELECTED OFFICIALS ABSENT: Councilmember Kurt Hilt

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director/City Clerk Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Police Chief John Dyer, Human Resources Director Teri Smith, Communications Coordinator Beth Braun and Deputy City Clerk Kathy Pugh

OTHERS:

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

Roll Call: Mayor Spencer said he heard from Councilmember Hilt that he was on his way and would be arriving shortly.

Approval of Agenda:

Action Items:

Award Bid and Approve Contract for Installation of Irrigation System at New Temporary City Hall: Public Works Director Durpos presented the staff report and said that there were no responses received on the Request for Bid, and therefore staff contacted Out West Landscape & Irrigation, Inc. for an estimate to install an irrigation system at the new City Hall. The estimate was within the budget and staff is requesting approval of this public works contract.

Responding to Councilmember Holder's question, Director Durpos said this irrigation system would remain in place and be part of the North Cove Park plan as the park is redeveloped in the future.

MOTION: Councilmember Tageant moved, seconded by Councilmember Holder, to authorize the Mayor to execute a public works contract with Out West Landscape & Irrigation, Inc. in an amount of \$19,602.00 with an administrative contingency of \$3,398.00. On vote the motion carried (6-0-0-1).

Lake Stevens City Council Special Meeting Minutes July 27, 2017

Adjourn:

It was moved and seconded to close the special meeting at 8:12 a.m. On vote the motion carried (6-0-0-1).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk

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

Monday, July 27, 2017
Lake Stevens Fire District Station 82
9811 Chapel Hill Road, Lake Stevens

CALL TO ORDER: 8:10 a.m. by Mayor John Spencer

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Gary Petershagen, Todd Welch, Rauchel McDaniel, Kathy Holder, Marcus Tageant and Kurt Hilt (8:19 a.m.)

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 Chief John Dyer, Human Resources Director Teri Smith, Communications Coordinator Beth Braun and Deputy City Clerk Kathy Pugh

OTHERS: Julie Bassuk and Cecelia Roussel, Makers Architecture and Urban Design, LLP

Call to Order: Mayor Spencer called the meeting to order at 8:12 a.m. and said the purpose of today's meeting is to have a discussion regarding the future location of City Hall and associated structures including the Library District, and how City Hall siting might affect the downtown subarea development. The Mayor noted there will be no action taken today, but that Council may come to consensus as to how they want to move forward and act at a later date.

Discussion Item: Consider and Discuss Programming Needs for Chapel Hill Uses and Permanent Location of City Hall. Community Development Director Russ Wright introduced the discussion and commented that as this project has been discussed several times over the past year, and that all the projects are starting to come together, staff is looking for some guidance and interaction on where Council sees the program going, including the redevelopment of downtown and the facility needs of the City over the next 20 years.

Director Wright reviewed the history of the discussion on the siting of a new city hall, beginning with the 2016 Council retreat. At that time Staff brought forward an analysis that reviewed the project cost, placemaking, accessibility of the facility to the community including transit and population, influence on existing and future businesses based on facility siting, and special opportunities that might be realized because of the downtown subarea planning, the redevelopment of North Cove Park, siting of a Civic Center and siting of facilities at the Chapel Hill site, and how these various considerations influence a decision on city hall siting. (Councilmember Hilt arrived at 8:19 a.m.)

Director Wright said the three options under consideration for the siting of city hall are Downtown, Chapel Hill, and a Hybrid option that would match city services to different locations. He reviewed the pros and cons of each of these models.

The Downtown option has the benefit of placemaking in the downtown area and it is the traditional location of city hall. The negatives for this option include increased costs for land purchase, maintenance and support staff, and it is not centrally located.

The Chapel Hill option benefits include a central location to all population, transit access and all city services are combined. Also, there is a development cost savings. The negatives for this option are that the site will be intensively used, and there is a perceived negative impact to the current downtown businesses until redevelopment occurs.

Director Wright next introduced the Hybrid model. Benefits include matching city services to different locations representing both the older and the newer parts of the city. With this model, the negatives are increased costs for land purchase, maintenance and support staff, and decreased collaboration and coordination among staff.

There was discussion regarding collaboration and the need to move staff back and forth under the hybrid and split campus models, and the possibility that some staff will be working remotely, which may diminish concerns about collaboration.

Director Wright next reviewed the needs assessment that Makers has assisted with. Considerations include what the population looks like today and in twenty years, and what the City's employment needs will be in twenty years. Also Makers is assisting with a coordination of a master plan for the Chapel Hill site to include both the library and city hall. To accomplish this Lake Stevens was compared with cities having a current population of 50-60,000. Some of the cities for comparison and discussion are Burien, Sammamish and Shoreline. Considerations for municipal buildings of the future include technology, consultants and alternative work arrangements. Also, an analysis of space needs per employee was undertaken, looking at private industry standards.

Director Wright said that Makers reviewed the space needs for employees and determined that approximately 330 square feet is needed per employee. This includes work space, storage, meeting areas, and special programming requirements such as council chambers, municipal court and training rooms. The average space for municipal works is 400-500 square feet per employee. Currently the City utilizes approximately 18,000 square feet including the City Hall, Police Station, Community Center and rented facilities for all city functions, and this equates to a gross area per employee of approximately 190 square feet. A program that embraces technology and evolving preferences in workplace design, and providing shared conference and meeting spaces is under consideration for the future.

Responding to Councilmember Hilt's question, Mayor Spencer said that a decision has not been made about telecommuting, but that by using the lower numbers, assumptions are being made about telecommuting. He added that some larger private businesses are moving away from telecommuting, not because it does not work, but because they want more collaboration in the office. Mayor Spencer said in his experiences with telecommuting collaboration has not been a problem.

Discussion ensued on the benefits of establishing a telecommuting program now, based on current city hall space, and the benefits of telecommuting.

Mayor Spencer commented this is an opportunity for Lake Stevens to be a demonstration or pilot city and do something quite different.

Director Wright said there will be ongoing costs if Council chooses to endorse a model, such as telecommuting. In that case, every employee working from home will be issued a laptop and a cellphone, and possibly reimbursement for employees using their own resources to work, such as WIFI.

Director Wright said the next consideration is what will the employment numbers actually look like. All of the department heads have been very involved with this analysis and the best guess at this point is that city services will have 56-63 employees in a physical location or combination thereof; police is around 84-86 employees including both officers and civilian staff. This is a best guess with some of the assumptions made such as outsourcing different departments, perhaps IT or Engineering. This is a pretty lean employee package, but Lake Stevens has always tried to be a "lean operation." Other things in city services include assumptions for a new fully effective Parks Department, and several more office-related staff that are included in the numbers. This excludes a parks person who would be located at the civic community center as coordinator for that facility, as well as maintenance staff that the city expects to grow. The numbers focus on office staff.

There was discussion on how to address parking concerns and particularly how to address parking overflow into adjacent neighborhoods. It was noted that both the Police Department and the Library need a high volume of parking spaces.

This was followed by discussion on the number of employees and keeping the numbers lean without overworking staff. Also, discussed was the separation of the Parks Department from Community Development.

Director Wright next reviewed the program alternatives proposed by Makers, which include (1) Chapel Hill with all city services and the library located at Chapel Hill (Scheme A); (2) Split Campus with Police and library located at Chapel Hill and City Hall located downtown, this may include a Council Chambers/court facility (Scheme B); (3) Civic Center Hybrid which locates Police, city services and the library a Chapel Hill, and the Administration & Finance Departments downtown and may include a Council Chambers/court facility (Scheme C); (4) Downtown Hybrid which locates Police, city services and the library at Chapel Hill, and Administration and Finance Center in the Civic Center, and may include a Council chambers/court facility (Scheme D). Both Scheme B and Scheme D would require site lease or acquisition.

City Administrator Brazel offered that the school district has communicated a desire to partner with the city in the downtown area to share meeting space.

Director Wright then reviewed the space needs for each scheme and discussed the height restrictions and how adding floors affects costs. He also responded to a question saying that it is known that anything constructed downtown will require upgrades to the sewer system and a connection; at the Chapel Hill site, there is already adequate water and sewer. Discussion ensued on how infrastructure costs would be addressed and shared with the library. Director

Wright noted that both Makers and the City's consultant for the downtown plan, Crandall Arambula, are estimating approximately the same square footage for a city hall that would be located downtown.

Turning to the proposed alternatives Director Wright said that after reviewing the proposed alternatives staff identified two preferred alternatives. Considerations included size and location, how city departments are sited to provide a high level of connectivity, functionality, parking, and costs. Director Wright reviewed the various alternatives and discussed why they were eliminated or selected as a preferred alternative. He noted the library would like a corner presence and that one of the goals is to create a civic presence between city hall and the library. Access and parking considerations were reviewed, particularly for Police and the library.

Regarding library size, Director Wright said Sno-Isle's model is to have a 20,000-square foot building, which is smaller than the library in Snohomish, but would meet the community's needs. Their parking needs are specific and they believe they need a minimum of 80 stalls. The analysis shows there could be some shared parking between city hall and the library to meet the parking objective.

Discussion ensued as to how the parking needs could be accommodated. In response to a question regarding parking at the Food Bank if it locates across the street, Mayor Spencer said no decision has been made on location of the Food Bank, and the Food Bank has been so advised. Mayor Spencer has checked with the City Attorney's office and learned that the City could buy the property and a building and lease it back for the Food Bank's use. The state allows this as it is considered a public benefit.

Director Wright discussed why staff believes the Frontage and Police/Library concepts are most desirable, including that they meet the identified goals of the downtown subarea plan and the City's identified goals for developing the Chapel Hill property. Any preferred alternative that is considered again will be fine-tuned as to parking and location considerations.

Director Wright reviewed how the preferred alternatives could also accommodate a Council Chambers/court. In response to a question, Director Wright said the Council Chambers/court can be accommodated in any of the scenarios.

Responding to a question, Director Wright said that for construction of a city hall and all its functions it would likely cost at a minimum between \$10-\$13 million, and this would not include site development costs. The police station will likely cost at least \$12-\$15 million under any circumstance. Director Wright noted if any of the hybrid scenarios are used there will be slightly more costs because facilities are sited in different locations. He clarified that in either hybrid option something would have to be built downtown.

Turning back to the parking concerns, Director Wright commented that structured parking is a possibility, but this adds to the cost. It has previously been discussed to ensure there is adequate parking in the downtown area as part of the redevelopment plan. Because the City's water table is high it is not conducive to underground parking; also with underground parking surface parking is lost because underground parking requires a grade for access. A partial structured parking design is possible. Structured parking can be phased in with the choice of any of the schemes.

Director Wright said the raw numbers for price per square foot are about \$425 for police and up to \$365 for the city hall building. The numbers do include a 10% markup for lead certification. There is also a markup of 35-40% in soft costs for site development. Structured parking will cost approximately \$100 per square foot. The cost to acquire property in the downtown area is approximately \$7.50 per square foot on the low end to \$10-12 per square foot for raw, undeveloped land, based on a recently completed high level analysis. Downtown lease spaces are \$20-\$25 per square foot right now. Building a city hall in the downtown will necessitate acquiring 1-1.5 acres of land, depending on what services will go into a downtown city hall building.

Responding to a question of locating a Council Chambers/court with a community center, Mayor Spencer said that it is possible, but not desirable, particularly if there is a desire to combine a community center with a public-private partnership.

There was consensus to take a break at 9:38 a.m. The Special Meeting/Retreat convened at 10:14 a.m.

Director Wright reviewed that the base cost for a Police Department and city facilities. The Police cost will not vary under any of the scenarios. For city hall, the cost of \$350 per square foot was used. If the city hall building is constructed at Chapel Hill a 40% increase was added. If the City Hall is constructed downtown a 45% increase was added. None of the numbers includes structured parking. Also, for the downtown locations there will be a range of property acquisition costs of \$300,000 to \$500,000 depending on what facility is there. These are the weakest numbers as the City does not currently have appraised values. Director Wright reminded that all numbers are very rough and for discussion purposes only.

In response to Council's request, Director Wright provided a range of potential preliminary costs for developing the different scenarios between \$23 million to nearly \$25 million. The least expensive option would be locating all services at Chapel Hill, while a downtown City Hall and Hybrid options would be more expensive.

There was general discussion regarding costs and Director Wright reminded the costs presented today are very rough. The Makers cost estimator will be able to provide more accurate numbers. Director Wright explained the gross costs and then reviewed the individual cost aspects for each scheme.

The question was posed as to what will happen to the property owned by the City where the Police Department is currently located on Grade Road. Mayor Spencer said there has been a lot of interest in the property but that a decision has not been made; his preference is to sell the property. There was discussion as to how the property could be utilized including as a rental property.

Councilmember Holder asked if there has been any consideration given to using the current Police Department or the property as part of the hybrid option for city services. It could be used with the existing modular or a building could be constructed. Although the property is small, it could house some city functions. She added that this property is located away from the higher value property that the city is hoping to offer to businesses.

Director Wright commented it could be used to house the Council Chambers and court.

Returning to the costs provided. Director Wright again emphasized the costs presented today are very rough numbers.

Director Stevens reviewed the various funding mechanisms for the proposed capital improvements. Possible funding sources for the proposed Police station and City Hall include the General Fund/Reserves, voter approved bonds, councilmanic bonds, loans including bank or internal fund loans, grants, or public private partnerships and/or leases. Leases could be lease to own, or the City could build and then lease out some space to subsidize the costs.

Turning to the General Fund/Contingency Fund, Director Stevens reviewed how this fund could be utilized and noted that currently the City is spending more out of this fund than is being brought in. The Real Estate Excise Tax (REET) 1 is already funding two bonds and a debt payment. REET 2 funds cannot be used as they are more restricted.

Director Stevens said that the city will need to use some outside funding options to build a Police station. She reviewed the options of voted bonds and councilmanic bonds. Voted bonds provide a dedicated funding source, but are more difficult to do. Considerations of voted bonds include timing and upfront expenses, and there is outcome uncertainty. Councilmanic bonds have minimal timing issues. Director Stevens said the city has a lot of legal debt capacity, and city funds must be used to pay the debt service.

Director Stevens next reviewed the lease options including through a public/private partnership, which has limited upfront capital outlay and provides for monthly or annual payments, and long-term lease options, which also include monthly or annual payments, in the situation where the city owns the property and facility and leases to a third party.

Director Stevens commented on the option of obtaining grants. She said grants would provide matching funds to city contributions, but their availability is not known.

Mayor Spencer said the advantage to the public-private partnership is that once the city decides on a concept, it does not spend a lot of money on the design. The facility is privately built and the city moves into the facility and pays a monthly fee and will, after a number of years own the building. There are a wide range of options within this general scenario. The advantage is that the private sector can build more cost effectively than the public sector.

There was discussion as to how a public-private partnership might work.

Turning to the various fund options, Director Stevens said her preferred method is a voted bond, but there are many reasons to choose any one of the options. She said she recently updated the financial forecasts and said that the city could do a \$12 million bond; a 30-year bond in 2018 for the Police department can be covered now with the REET 1 and general fund monies. If the city takes the same course in 2027 to build a city hall the city's reserves will be depleted in about a year. This is based on current conditions.

Director Stevens next reviewed a retail development forecast spreadsheet based on the city having one or two strong retailers in the city, which provide a revenue stream that would allow the city to pay for the bonds in ten years and responded to questions.

There was discussion as to how funding sources would work and how potential annexations might affect consideration of funding sources for the capital improvements.

Director Stevens reminded that the funds she's referencing are also used for operating costs, and if operating costs rise that will affect the amount of funds available for financing of the proposed capital improvements.

Director Wright reviewed a draft facility phases timetable which depicts the timeline for developing a new city hall, community center and police station, as well as a remodel of the public works facilities. He also reviewed a draft timeline for the phasing of the North Cove Park redevelopment. Director Wright reminded of other parks costs that will be coming up including updating Frontier Heights Park if it is turned over to the city, and costs associated with upkeep of the ball fields on 20th if they are transferred to the city.

Councilmember Holder commented it is important that the city follow through with its promises as far as park improvements and maintenance if either of these parks comes into the city.

Director Wright reviewed the possibility of establishing a parks junior taxing district. This is being reviewed with the county and will come back to Council in 2018.

Mayor Spencer summarized that the proposal is to move forward with the Police station using councilmanic bonds to fund the project, that the city focus its energies to moving forward with the downtown redevelopment and North Cove Park improvements, including road widening, bicycle lanes, sidewalks, bicycle trail extension to Centennial Trail, and then return to building a city hall in seven to ten years. The city would also focus on obtaining grant funding to build a civic center in downtown Lake Stevens. Much of this is dependent on the library bond passing.

Mayor Spencer added there are variations that can be considered including staffing levels and building a municipal court. He asked Council for a consensus direction on how they wish to proceed.

Director Wright introduced Julie Bassuk and Cecelia Roussel, Makers architecture and urban design, and said they are available to answer any questions Council may have.

Mayor Spencer said there are a lot of questions as to whether the Chapel Hill site will provide enough parking if all city functions are sited there, together with the library.

Ms. Bassuk said in light of information recently obtained from the library, it will be very difficult to have adequate parking at Chapel Hill if all three structures – library, police and city hall – are sited on the property. Structured parking would help.

Ms. Roussel agreed and said the parking demand as calculated was conservative, but the new information received from the library showed that the national industry standard assumptions that were used in the calculation deviated from what the library believes its parking needs are.

Responding to Director Wright's question, Ms. Bassuk said that the City would need to take a hard look at installing structured parking at this location, even with the additional information from the library. The peak use request from the library was 80 spaces and the calculated peak was 52 spaces. The concern is the library peak usage overlap with other peak usages.

Ms. Roussel responded to Councilmember McDaniel's question regarding peak parking use if a municipal court is in play, saying that the estimation was not done to that level of detail. She did not believe a court would drive a high peak demand.

City Administrator Brazel commented that in Monroe, where the council chambers are used as a municipal court, on court days the city's parking lot is full and city staff finds alternative parking.

There was general agreement that court-use parking needs to be factored into the equation.

Councilmember Hilt wondered about acquiring more property for parking. Mayor Spencer suggested if the city acquires the property on the adjacent corner for a Family Center and Food Bank, the property could accommodate additional parking.

Chief Dyer said that a municipal court generally operates two times a week.

Councilmember Petershagen asked if additional mitigations could be considered to address the parking concerns. Discussion ensued and Director Wright suggested the city could look at additional innovative design for mitigation that would allow for a buffer reduction.

Councilmember Petershagen asked how the city can "lock in" the site regarding buffers so that down the line there are not problems as the city and library move to develop the property. Director Wright responded that the area has already been impacted, and if the city wishes to go further the city would need to make additional mitigations.

Director Wright added that there may be an opportunity for a buffer mitigation connected with installation of the secondary stormwater system. Mitigations might include a rain garden, bio cells or low impact swales.

Councilmember Holder suggested utilizing the current Police station property for some of the facility needs, particularly since the City already owns that property. Director Wright clarified that in the hybrid model 14,000 square feet includes Community Development, Public Works and IT; by adding 5,000 square feet to get to 19,000, that includes everything.

Director Wright said that if the City keeps the Police station property, it might be a good match for the Council Chambers/court, and he reviewed how this would change the numbers on the hybrid model.

Mayor Spencer requested Council's input on how they wish to proceed.

Councilmember Hilt is interested in the lease to own options.

Councilmember Holder supports the idea of councilmanic bonds for the Police department and lease to own for the City buildings.

Councilmember Tageant thinks that once 20th Street SE commercial development is in place the City will receive funding from these businesses that can help with funding for new City buildings.

Councilmember Holder commented she also supports the idea of public-private partnerships with a hotel for part of the downtown redevelopment.

Mayor Spencer summarized that for the Chapel Hill property the city will look at councilmanic bond approach and lease to own financing option. He asked if there is any interest in any of the hybrids, with Council Chambers and a court, as a minimum, to be located downtown.

Councilmember McDaniel said that it makes sense to have some sort of city hall configuration in the downtown area.

Responding to Councilmember Daughtry's question, Councilmember McDaniel said that siting a Council Chambers/court on the current Police station property does not meet the idea of siting a City facility downtown. She reminded that when Crandall Arambula worked with the city their recommendation was to include some sort of structured parking attached to a city facility that would also help support tourism. She believes parking structures should not be visible on the main traffic corridor.

Councilmember Holder suggested that parking might be included as part of private development such as a hotel, and that perhaps the city could partner with a private development to achieve the parking goals.

Mayor Spencer suggested looking at some alternatives including a Council Chambers/municipal court and some auxiliary staff, in a downtown location, perhaps behind the Jay's Market property. Discussion ensued on what would be needed to make this happen.

Councilmember Petershagen commented the downtown area is very small and that putting a city facility in the area would not help the city to achieve its goal of enhancing the downtown.

Mayor Spencer summarized that if a small lodging developer came into the area, the city would still be paying for the parking and where it is located would be determined at that time. Lodging developers who have come to the city are looking at small boutique facilities with twenty-thirty rooms and possibly some light retail on the first level, lodging on the second, and possibly condominiums on a third story.

Mayor Spencer said that it is helpful to have Council input to narrow and fine tune the options.

Council agreed with Mayor Spencer that the city is not ready to talk yet about location of the Family Center and Food Bank.

Councilmember McDaniel requested additional information on both the Monroe and Marysville Municipal Courts and parking.

Director Wright presented some additional numbers on a new Scheme E that would have a 17,000 square foot city hall located at Chapel Hill and an approximately 6,000 square foot Council Chambers/municipal court sited at the current Police station property with a cost of about, \$21,885,000, which would be the least expensive option discussed today.

Mayor Spencer clarified that under all the scenarios the Police department would move forward as quickly as possible. Any option will require ongoing negotiation with the library. Responding to a timing question, Mayor Spencer believes Council will need to begin making hard decisions in early 2018, including how to proceed with funding.

Councilmember Tageant suggested the library could be two story or partially two-story and so could the Police department to help with creating more parking spaces. Ms. Bassuk responded that for the library one issue is the construction piece, but the major issue is manning and running a multi-story facility.

Mayor Spencer responded that the City has offered that the library could use the property they purchased. He has discussed with the library director various options including partnering on the building and a two-story building. Discussion ensued on working with the library. Mayor Spencer suggested there is a lot of room for negotiation.

There was discussion regarding the need to rework the stormwater system under the various scenarios.

Director Wright confirmed with Council that they are comfortable with the employment projections. There was agreement that a lean profile is attractive, but it is also important that there be enough staffing.

Mayor Spencer summarized that staff will bring back numbers for two schemes, one for all buildings at Chapel Hill, and two alternatives for downtown, one being to use the current Police department property and the second being something closer to the downtown development area for Council Chambers and court. Also, staff will bring back information on public-private development.

Councilmember McDaniel requested another retreat not based on a single subject agenda. Mayor Spencer suggested that could occur early in the budget process, and he will work with staff to schedule one.

Adjourn:

There being no further business the meeting adjourned at 11:45 a.m.

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: August 22, 2017

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

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to sign Amendment No. 6 to the SRO ILA updating the fees in Schedule A

SUMMARY/BACKGROUND:

Amendment No. 6 updates Fee Schedule A to reflect estimated costs for the 2017-2018 school year.

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

APPLICABLE CITY POLICIES:

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

BUDGET IMPACT: N/A

ATTACHMENTS:

- ▶ Exhibit A: Amendment No. 6 – School Resource Officer Interlocal Agreement
- ▶ Exhibit B: Schedule A – Fee Schedule

AMENDMENT NO. 6

SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

This Amendment No. 6- School Resource Officer Interlocal Agreement is made and entered into this 23rd day of August, 2016 by and between the LAKE STEVENS SCHOOL DISTRICT ("School District") and the CITY OF LAKE STEVENS ("City").

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

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

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

1. Schedule A for 2018. School District and City agree to a new Schedule A attached hereto and incorporated herein to set the rate and payment for the School Resource Officer for the School Year 2017-2018.
2. Ratification of Remaining Terms of SRO-ILA. Except as provided herein, all other provisions of the original SRO- ILA shall remain in full force and effect, unchanged, and the School District and City hereby ratify and confirm all of the other terms of the School Resource Officer Interlocal Agreement.
3. This Amendment NO. 6 shall be recorded or posted as required by RCW 39.34.040.

In WITNESS WHEREOF, the parties have caused duplicate originals of this Amendment No. 6 to be signed by their duly authorized officers.

CITY OF LAKE STEVENS

LAKE STEVENS SCHOOL DISTRICT

John Spencer, Mayor

Amy Beth Cook, Superintendent

ATTEST:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

SCHEDULE A FEE SCHEDULE

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

The estimate costs are as follows:

1. The SRO rates for September 1, 2017 – December 31, 2017:

Officer Irwin \$8,078.59 per month = 75% of \$10,771.46

Estimated extra-duty rate is \$85.20 per hour (billed at time and a half)

Officer Carter \$7,902.01 per month = 75% of 10,536.01

Estimated extra-duty rate is \$84.21 per hour (billed at time and a half)

2. The SRO estimated rate for January 1, 2018 – August 31, 2018*:

Officer Irwin \$8,351.68 per month = 75% of \$11,135.58

Officer Carter \$8,167.82 per month = 75% of 10,890.43

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



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: August 22, 2017

Subject: Approve Amendment No. 1, to the Interlocal Agreement for the Snohomish Regional Drug & Gang Task Force

Contact John Dyer, Police Chief
Person/Department: _____

Budget
Impact: _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign Amendment No. 1 to the Snohomish Regional Drug & Gang Task Force Interlocal Agreement.

SUMMARY/BACKGROUND: Snohomish Regional Drug and Gang Task Force is a multi-agency effort to combat drug dealers and suppliers. The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources and functions in order to disrupt drug trafficking systems and to remove traffickers through cooperative programs of investigation, prosecution and asset forfeiture. The Task Force efforts are directed to mid and upper level dealers. The Task Force also assists agencies within the county with narcotics enforcement and narcotics training. Last year the City entered into the current interlocal agreement, which expires on September 30, 2017.

Through routine business of the established Task Force Executive Board, they have recommended several changes to the original ILA. In reviewing these changes (The changes requested are outlined in the attached Amendment.) I see none that change the operation of the Task Force, in relation to the City of Lake Stevens, to any significant degree. The changes generally discuss how money and property are dispersed if the Task Force were to disband, the makeup of the Executive Board, disbursement of Forfeiture funds, how contributions are calculated, and changes to the organizational chart. Additionally the amendment extends the interlocal agreement to December 31, 2017 with an option for up to three annual renewals based upon written notification.

By extending the agreement three months, there is an additional cost of \$1988, making the total cost of the Interlocal Agreement since inception on July 1, 2016 through December 31, 2017 \$11,929. The monthly cost of \$662.67 remains the same. Funding provided by each jurisdiction is based in part upon each jurisdiction's population, and the amendment provides that funding contributions may be increased by not more than 3% annually.

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

| | | | | | |
|-------|--------|-------|--------|------------------|---------|
| 2006: | \$1642 | 2010: | \$6152 | 2014: | \$7474 |
| 2007: | \$2219 | 2011: | \$6520 | 2015: | \$7702 |
| 2008: | \$3011 | 2012: | \$7044 | 2016-9/30/2017: | \$9941 |
| 2009: | \$3425 | 2013: | \$7256 | 2016-12/31/2017: | \$1129* |

*if this amendment is approved

ATTACHMENTS:

- Amendment to the Interlocal Agreement Establishing Snohomish Regional Drug & Gang Task Force
- Interlocal Agreement Establishing Snohomish Regional Drug & Gang Task Force

ATTACHMENT A

AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT
ESTABLISHING THE SNOHOMISH REGIONAL DRUG & GANG TASK FORCE

This Amendment No. 1 To The Interlocal Agreement Establishing the Snohomish Regional Drug and Gang Task Force, is entered into by and between Snohomish County, a political subdivision of the State of Washington (the "County"), following jurisdictions (hereinafter collectively referred to as the "Participating Jurisdictions"):

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

WITNESSES THAT:

WHEREAS, the County and the Participating Jurisdictions entered into an Interlocal Agreement Establishing the Snohomish Regional Drug and Gang Task Force, recorded under Snohomish County Auditor instrument number 201610040684 (the "Agreement"). The original term of the Agreement is July 1, 2016, through September 30, 2017; and

WHEREAS, effective July 1, 2017, the Parties desire to revise certain sections of the Agreement to reflect the assignment of additional investigative personnel and resources.

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties mutually agree to amend the Interlocal Agreement as follows:

1. Section 1.2 of the Interlocal Agreement is amended to read, in its entirety, as follows:

1.2 The term of this Agreement shall be from July 1, 2016, through December 31, 2017, unless earlier terminated or modified as provided in this Agreement. The Snohomish County Sheriff may extend this Agreement for up to three additional one-year terms by providing written notice to each of the participating jurisdictions along with revised funding contribution rates described in Exhibit C, no later than September 30 of each year. In no event will the funding contribution increase more than 3% per year.

2. Section 2.2 of the Interlocal Agreement is amended to read, in its entirety, as follows:

2.2 The Task Force Executive Board shall be comprised of: one representative from each Participating Agency that contributes at least one full-time employee to the Task Force. Executive Board member votes shall be determined by the number of full-time personnel their agency contributes to the Task Force. As an example; if the Snohomish County Sheriff provides six employees and the City of Lynnwood provides three, Snohomish County has six votes and the City of Lynnwood has three. Additional Executive Board members, with one vote each include: the Snohomish County Prosecuting Attorney, the Everett City Attorney, the Northwest HIDTA Director, and one chief of police from the remaining Participating Jurisdictions chosen by the chiefs of police of the remaining Participating Jurisdictions. Exhibit A details the Participating Agencies that have assigned personnel to the Task Force in 2017. If a Participating Agency that has no personnel assigned to the Task Force, as of the date of this Agreement, assigns full-time personnel to the Task Force, a representative from that agency will be added as an Executive Board member after the full-time personnel has been assigned to the Task Force for three months. The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same rights as the appointing member. Any action taken by the Task Force Executive Board under this Agreement shall be based on simple majority of votes.

3. Section 2.3 of the Interlocal Agreement is amended to read, in its entirety, as follows:

2.3 Personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office (SCSO) through the Task Force Commander. The Task Force Commander will be an employee of Snohomish County for all purposes, and, if not a commissioned law enforcement officer, will hold a special commission for that purpose. Selection of the Task Force Commander will be conducted in accordance with Exhibit E incorporated herein by this reference.

4. Section 3.5 of the Interlocal Agreement is amended to read, in its entirety, as follows:

3.5 Upon termination of the Task Force, all funds remaining in said special account shall be disbursed pro rata to the then-current Participating Jurisdictions in proportion to their total financial contribution to the Task Force for the calendar year prior to termination.

5. A new Section 3.6 is hereby added to the Interlocal Agreement:

3.6 By January 31st of each year, each Participating Jurisdiction will submit to the County an estimate of the jurisdiction's anticipated contributions to Task Force for the

current year. Contribution is defined to include, but is not limited to, financial contributions made to the Task Force under this Agreement, personnel costs to be paid directly for investigative staff assigned full time to the Task Force, and Task Force operating costs paid directly by the Participating Jurisdiction.

After the Participating Jurisdiction's estimate is submitted, if the jurisdiction desires to make a contribution that was not included in its estimate, the Participating Jurisdiction must identify the additional contribution in writing and submit it to the Task Force Commander. The Task Force Commander must review proposed contribution(s) and may accept or reject it. Any additional contribution that is not approved by the Task Force Commander is ineligible for inclusion in the final report of contributions.

Within 90 days of the end each calendar year, each Participating Jurisdiction shall submit to the County a final report of its total financial contributions made to support the Task Force for the prior year. Any reported contribution, plus any additional contributions approved by the Task Force Commander, exceeding the estimate by more than 15% will not be included in the allocation rate, unless approved by the Executive Board.

Final reports will be used to establish the allocation rate for each Participating Jurisdiction for the prior year. The allocation rate for each Participating Jurisdiction shall be calculated by dividing the Participating Jurisdiction contributions by the total of all participating jurisdictions' contributions. An example follows:

$$\text{Allocation rate for Agency A} = \frac{\text{Agency A reported contribution}}{\text{Total of all reported contributions}}$$

The allocation rate for each Participating Jurisdiction shall be multiplied by the amount of excess fund balance, described in Section 5.3 to determine the amount of proceeds to be distributed to each Participating Jurisdiction. Any Participating Jurisdiction entitled to receive an amount less than \$1,000 agrees that the administrative burden of tracking that asset forfeiture funding exceeds the value of receipt and therefore any distributions below the threshold will not be distributed, but rather will be retained and reinvested in Task Force operations.

6. Section 5.3 of the Interlocal Agreement is amended to read, in its entirety, as follows:

5.3 A portion of the net monetary proceeds of each asset forfeiture made by the Task Force shall be distributed to the involved investigating agencies commensurate with their participation as determined by prior agreement between the Task Force Commander and said agencies, or in the absence of such agreement, by the Task Force Executive Board, prior to dedication of the remaining proceeds to the Task Force as specified in section 3.4.

At the end of each calendar year, the amount of net monetary proceeds of asset forfeiture shall be calculated. For purposes of this section, the term “net monetary proceeds” means cash proceeds realized from real or personal property forfeited during the term of this agreement that is not retained for use by the Task Force after deducting all costs and expenses incurred in its acquisition, including but not limited to the cost of satisfying any bona fide security interest to which the property may be subject at the time of seizure, the cost of sale, reasonable fees or commissions paid to independent selling agencies, amounts paid to satisfy a landlord’s claim for damages, or the amount of proceeds (typically ten percent) payable to the State of Washington under RCW 69.50.505(9) or similar law.

From the net monetary proceeds, the operating expenditures of the Task Force for the fiscal year shall be deducted, leaving the remaining fund balance. From the remaining fund balance, the Task Force will retain an amount equal to twenty percent (20%) of the Task Force’s next fiscal year estimated operating budget to ensure adequate cash flow and reserves. Any excess fund balance shall be distributed to Participating Jurisdictions on a pro rata basis based on their percentage of financial contribution to the Task Force for the prior calendar year.

6. Section 5.6 of the Interlocal Agreement is deleted in its entirety.

7. Section 6.5 of the Interlocal Agreement is amended to read in its entirety:

Upon termination of the Task Force, the Task Force Executive Board shall dispose of all acquired equipment in accordance with applicable federal, state and county requirements. All real or personal property of the Task Force will by majority vote of the Board be: 1) liquidated and disbursed pro rata to the then-current Participating Jurisdictions in proportion to their contribution to the Task Force for the calendar year prior to termination, or 2) transferred to any multi-jurisdictional Task Force in place within Snohomish County.

8. Effective January 1, 2017, Exhibit E “Commander Selection” shall be added to the Interlocal Agreement, attached to this Amendment No.1, and hereby incorporated by reference.

9. Exhibit A is removed and replaced its entirety with Amendment No.1 Exhibit A, attached hereto and incorporated by reference. Amendment No. 1 Exhibit A reflects newly assigned full-time investigative staff from the Cities of Edmonds and Lynnwood.

10. Exhibit C is removed and replaced its entirety with Amendment No.1 Exhibit C, attached hereto and incorporated by reference. Amendment No. 1 Exhibit C includes the financial contribution from October 1, 2017 through December 31, 2017.

11. Exhibit D is removed and replaced its entirety with Amendment No.1 Exhibit D, attached hereto and incorporated by reference. Amendment No. 1 Exhibit D reflects the revised Organizational Chart.
12. Except as expressly provided in this Amendment No.1, all of the terms and conditions of the Interlocal Agreement are ratified and affirmed and remain in full force and effect.
13. This Amendment No 1 may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

In witness whereof, the parties hereby execute this Amendment No. 1 to the Interlocal Agreement.

SNOHOMISH COUNTY:

County Executive

Approved as to Form:

Deputy Prosecuting Attorney

EXHIBIT A

Snohomish Regional Drug & Gang Task Force

Personnel Assigned by Jurisdiction
July 1, 2016 through December 31, 2017

EVERETT POLICE DEPARTMENT

| | |
|---------------------|------------|
| 1 Lieutenant | Everett PD |
| 1 Sergeant | Everett PD |
| 1 Detective | Everett PD |
| 1 Detective | Everett PD |
| 1 Detective | Everett PD |
| 1 Detective | Everett PD |
| 1 Detective | Everett PD |
| 1 Detective | Everett PD |
| 1 Detective | Everett PD |
| 1 Support Personnel | Everett PD |

SNOHOMISH COUNTY SHERIFF'S OFFICE

| | |
|------------------------|--------------------------|
| 1 Task Force Commander | Justice Assistance Grant |
| 1 Lieutenant | Snohomish County Sheriff |
| 1 Sergeant | Justice Assistance Grant |
| 1 Sergeant | Snohomish County Sheriff |
| 1 Detective | Snohomish County Sheriff |
| 1 Detective | Snohomish County Sheriff |
| 1 Detective | Snohomish County Sheriff |
| 1 Detective | Snohomish County Sheriff |
| 1 Detective | Snohomish County Sheriff |
| 1 Detective | Snohomish County Sheriff |
| 1 Information Deputy | Snohomish County Sheriff |
| 1 K9 Detective | Snohomish County Sheriff |
| 1 Support Staff | Snohomish County Sheriff |

EDMONDS POLICE DEPARTMENT

| | |
|-------------|------------|
| 1 Detective | Edmonds PD |
|-------------|------------|

LYNNWOOD POLICE DEPARTMENT

| | |
|-------------|-------------|
| 1 Sergeant | Lynnwood PD |
| 1 Detective | Lynnwood PD |
| 1 Detective | Lynnwood PD |

MOUNTLAKE TERRACE POLICE DEPARTMENT

| | |
|-------------|----------------------|
| 1 Detective | Mountlake Terrace PD |
|-------------|----------------------|

SNOHOMISH COUNTY PROSECUTOR'S OFFICE

- 1 Deputy Prosecutor
- 1 Support Staff

STATE OF WASHINGTON

- 1 Detective
- 1 Agent

WA STATE GAMBLING COMMISSION

- 1 Agent

NATIONAL GUARD

- 1 Intelligence Analyst

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

- 1 Agent

DRUG ENFORCEMENT AGENCY

- 1 Agent

INTERNAL REVENUE SERVICE

- 1 Agent

ICE / H.S.I.

- 1 Agent

NAVAL CRIMINAL INTELLIGENCE SERVICE

- 1 Agent

FEDERAL BUREAU OF INVESTIGATIONS

- 1 Agent
- 1 Agent

FUNDING

Seizure Funding
Seizure Funding

FUNDING

Washington State Patrol
Department of Corrections

FUNDING

Washington State

FUNDING

Washington National Guard

FUNDING

ATF

FUNDING

Drug Enforcement Agency

FUNDING

Internal Revenue Service

FUNDING

Immigration And Customs Enforcement

FUNDING

NCIS

FUNDING

FBI
FBI

EXHIBIT C

Snohomish Regional Drug & Gang Task Force

Local Contributions for July 1, 2016 through December 31, 2017

| JURISDICTION | POPULATION | 2016 BRIDGE AMOUNT | OCT 2016- SEPT 2017 AMOUNT | OCT 2017- DEC 2017 AMOUNT | CONTRACT GRAND TOTAL |
|---|------------|--------------------------|----------------------------------|---------------------------------|----------------------------|
| Arlington | 18,490 | \$ 1,230 | \$ 4,918 | \$ 1,230 | \$ 7,378 |
| Bothell | 17,230 | \$ 1,146 | \$ 4,583 | \$ 1,146 | \$ 6,875 |
| Brier | 6,500 | \$ 432 | \$ 1,729 | \$ 432 | \$ 2,593 |
| Darrington | 1,350 | \$ 90 | \$ 359 | \$ 90 | \$ 539 |
| Edmonds | 40,490 | \$ 2,693 | \$ 10,770 | \$ 2,693 | \$ 16,156 |
| Everett | 105,800 | \$ 7,036 | \$ 28,142 | \$ 7,036 | \$ 42,214 |
| Gold Bar | 2,115 | \$ 141 | \$ 563 | \$ 141 | \$ 845 |
| Granite Falls | 3,390 | \$ 226 | \$ 902 | \$ 226 | \$ 1,354 |
| Index | 160 | \$ 11 | \$ 43 | \$ 11 | \$ 65 |
| Lake Stevens | 29,900 | \$ 1,988 | \$ 7,953 | \$ 1,988 | \$ 11,929 |
| Lake Forest Park | - | \$ - | \$ - | \$ - | \$ - |
| Lynnwood | 36,420 | \$ 2,422 | \$ 9,687 | \$ 2,422 | \$ 14,531 |
| Marysville | 64,140 | \$ 4,265 | \$ 17,061 | \$ 4,265 | \$ 25,591 |
| Mill Creek | 19,760 | \$ 1,314 | \$ 5,256 | \$ 1,314 | \$ 7,884 |
| Monroe | 17,620 | \$ 1,172 | \$ 4,687 | \$ 1,172 | \$ 7,031 |
| Mountlake Terrace | 21,090 | \$ 1,403 | \$ 5,610 | \$ 1,403 | \$ 8,416 |
| Mukilteo | 20,900 | \$ 1,390 | \$ 5,559 | \$ 1,390 | \$ 8,339 |
| Snohomish | 9,385 | \$ 624 | \$ 2,496 | \$ 624 | \$ 3,744 |
| Snohomish County | 330,260 | \$ 21,962 | \$ 87,847 | \$ 21,962 | \$ 131,771 |
| Stanwood | 6,585 | \$ 438 | \$ 1,752 | \$ 438 | \$ 2,628 |
| Sultan | 4,680 | \$ 311 | \$ 1,245 | \$ 311 | \$ 1,867 |
| DSHS, CPS | - | \$ - | \$ - | \$ - | |
| Snohomish Health District | - | \$ - | \$ - | \$ - | |
| Washington State Patrol | - | \$ - | \$ - | \$ - | |
| PARTICIPATING JURISDICTIONS' TOTALS: | | \$ 50,294 | \$ 201,162 | \$ 50,294 | \$ 301,750 |

SRDGTF Executive Board

Chief of Everett (Asst Chair), Chief of Mountlake Terrace, Snohomish County Sheriff (Chair), Snohomish County Prosecutor,
City of Everett Prosecutor, SRDGTF Commander

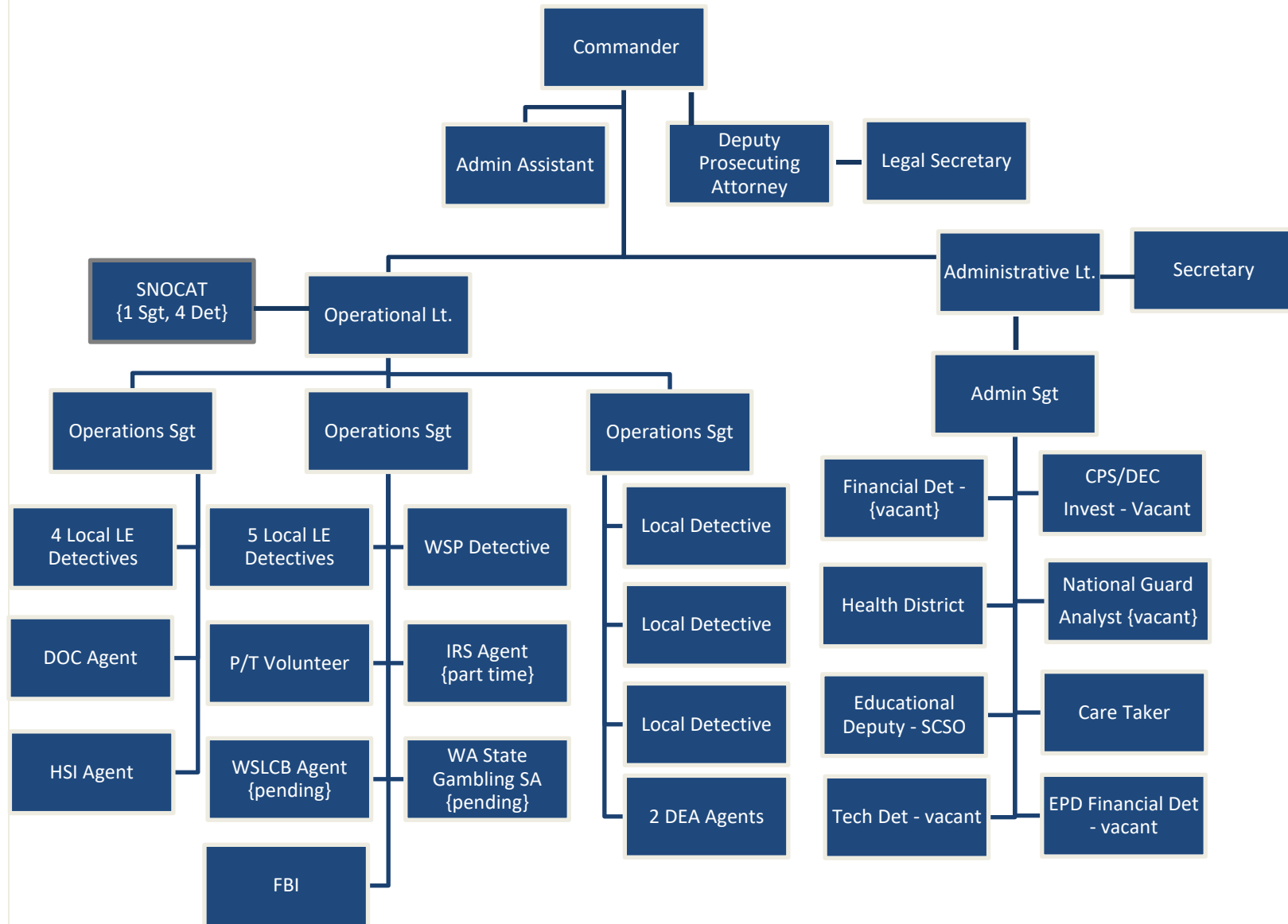


EXHIBIT E

Snohomish Regional Drug & Gang Task Force

Commander Selection

To fill the position of Snohomish Regional Drug and Gang Task Force Commander, the Executive Board will propose three recommended candidates to the County Sheriff. Candidates must demonstrate a strong leadership skill set, the ability to build consensus, and direct the efforts of a multi-agency team to achieve established goals. He or she must be responsive to the needs and direction of the Executive Board. The Sheriff will make the selection from the three recommended candidates. The Drug Task Force Commander will report to and take direction from the Executive Board and the Sheriff. The position of Drug Task Force Commander is an “At Will” employee.

The Task Force Commander will serve for 4 years with a year by year extension thereafter. Extensions will be based on meeting the performance objectives set by the Sheriff and Executive Board, and may be granted by the Sheriff after consultation with the Executive Board.

ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

| | |
|-------------|-----------------------|
| _____ | Dated _____ |
| Title _____ | Jurisdiction of _____ |

ATTEST:

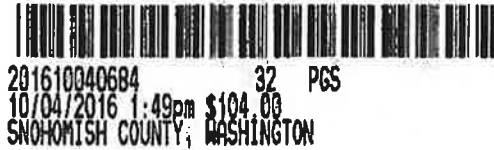
| | |
|--------------------|-------------|
| _____ | Dated _____ |
| Jurisdiction Clerk | |

APPROVED AS TO FORM:

| | |
|-----------------------|-------------|
| _____ | Dated _____ |
| Jurisdiction Attorney | |

RETURN NAME & ADDRESS

SNOHOMISH COUNTY SHERIFF OFFICE
ATTN FISCAL OFFICE
3000 ROCKEFELLER AVE. M/S 606
EVERETT, WA 98201 - 4046



Please print neatly or type information
Document Title(s)

INTERLOCAL AGREEMENT ESTABLISHING SNOHOMISH REGIONAL DRUG & GANG TASK FORCE

Reference Number(s) of related documents:

Additional Reference #'s on page _____

Grantor(s) (Last, First, and Middle Initial)

CITY OF ARLINGTON, ADDITIONAL NAMES ON PAGE 2

Additional Grantors on page _____

Grantee(s) (Last, First, and Middle Initial)

SNOHOMISH COUNTY

Additional Grantees on page _____

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Complete legal on page _____

Assessor's Property Tax Parcel/Account Number

Additional parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

***I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.**

Signature of Requesting Party

SHERIFF'S OFFICE
SNOHOMISH COUNTY
EVERETT, WA

2016 OCT 14 AM 11:18

RECEIVED

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

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

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

WITNESSES THAT:

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

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

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

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

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

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

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

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

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

1.0 TASK FORCE CONTINUATION, TERM, AND PURPOSE

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

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

2.0 ORGANIZATION

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

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

- 2.3 Personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office (SCSO) through the Task Force Commander. The Task Force Commander will be an employee of Snohomish County for all purposes and, if not a regular SCSO deputy, will hold a special commission for that purpose.

- 2.4 Exhibit "A", incorporated herein by this reference, sets forth the personnel currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this Agreement shall restrict the ability of the Snohomish County Prosecuting Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel now or later assigned to the Task Force.

- 2.5 Participating Jurisdiction Employees: Personnel assigned to the Task Force by Participating Jurisdiction shall be considered employees of that Participating Jurisdiction. All rights, duties, and obligations of the employer and the employee shall remain with that individual jurisdiction. Each Participating Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, with regard to its employees.

3.0 FINANCING

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

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

3.3 As required by the Grant Contract, each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to narcotics enforcement activities and that no Task Force activity will supplant or replace any existing narcotic enforcement activities.

3.4 Except as modified by section 5.3 below, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in a designated special account for the purpose of supporting Task Force operations, and all real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.

3.5 Upon termination of the Task Force, all funds remaining in said special account shall be disbursed pro rata to the then-current Participating Jurisdictions in proportion to the percentage of their most recent contribution to the Local Match indicated in Exhibit "C".

4.0 GENERAL ADMINISTRATION

4.1 Snohomish County agrees to provide Commerce with the necessary documentation to receive grant funds.

4.2 By executing this Agreement, each Participating Jurisdiction agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract.

4.3 All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this Agreement must first be approved on motion of the Task Force Executive Board. By executing this Agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and

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

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

5.0 ASSET FORFEITURE

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

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

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

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

6.0 ACQUISITION AND USE OF EQUIPMENT

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

7.0 MODIFICATION

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

8.0 NONDISCRIMINATION PROVISION

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

9.0 TERMINATION OF AGREEMENT

9.1 Notwithstanding any provisions of this Agreement, any party may withdraw from the Agreement as it pertains to it by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any Equipment it has provided to the Task Force, and shall be entitled to distributions under section 5.3 of this Agreement with respect to asset forfeitures initiated before the effective date of withdrawal.

9.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this Agreement, Snohomish County may unilaterally terminate all or part of the Agreement, or may reduce its scope of work and budget.

10.0 HOLD HARMLESS

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

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

11.0 GOVERNING LAW AND VENUE

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

12.0 INTEGRATION

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

13.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

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

14.0 SEVERABILITY

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

15.0 POSTING/RECORDING

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

In witness whereof, the parties have executed this Agreement.

THE COUNTY:

Snohomish County, a political subdivision
of the State of Washington

By *Susan Neely*
Name: SUSAN NEELY 7/28/16
Title: Executive Director

Approved as to Form:

Shirley M. Dorn 7/18/16
Deputy Prosecuting Attorney

| |
|--------------------------|
| COUNCIL USE ONLY |
| Approved: <u>9-28-16</u> |
| Docfile: <u>D-6</u> |

ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:


Title John Spencer, Mayor

Dated August 24, 2016

Jurisdiction of Lake Stevens

ATTEST:


Jurisdiction Clerk Deputy City Clerk

Dated August 24, 2016

APPROVED AS TO FORM:


Jurisdiction Attorney

Dated 8-23-16

EXHIBIT A

Snohomish Regional Drug & Gang Task Force

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

EVERETT POLICE DEPARTMENT

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

FUNDING

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

VACANT
VACANT

SNOHOMISH COUNTY SHERIFF'S OFFICE

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

FUNDING

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

VACANT

SNOHOMISH HEALTH DISTRICT

1 Local Health Officer

FUNDING

Snohomish Health District

SNOHOMISH COUNTY PROSECUTOR'S OFFICE

1 Deputy Prosecutor
1 Support Staff

FUNDING

Seizure Funding
Seizure Funding

STATE OF WASHINGTON

1 Detective
1 Case Worker
1 Agent

FUNDING

Washington State Patrol
DSHS, Child Protective Services
Department of Corrections

WA STATE GAMBLING COMMISSION

1 Agent

FUNDING

Washington State

VACANT

NATIONAL GUARD

1 Intelligence Analyst

FUNDING

Washington National Guard

VACANT

BUREAU OF ALCOHOL TOBACCO FIREARMS AND EXPLOSIVES

1 Agent

FUNDING

ATF

VACANT

DRUG ENFORCEMENT AGENCY

1 Agent

FUNDING

Drug Enforcement Agency

VACANT

INTERNAL REVENUE SERVICE

1 Agent

FUNDING

Internal Revenue Service

VACANT

ICE / H.S.I.

2 Agent

FUNDING

Immigration And Customs Enforcement

NAVAL CRIMINAL INTELLIGENCE SERVICE

1 Agent

FUNDING

NCIS

VACANT

FEDERAL BUREAU OF INVESTIGATIONS

1 Agent

FUNDING

FBI

EXHIBIT B

Snohomish Regional Drug & Gang Task Force

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

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

Interlocal Agreement Establishing
Snohomish Regional Drug & Gang Task Force

EXHIBIT C

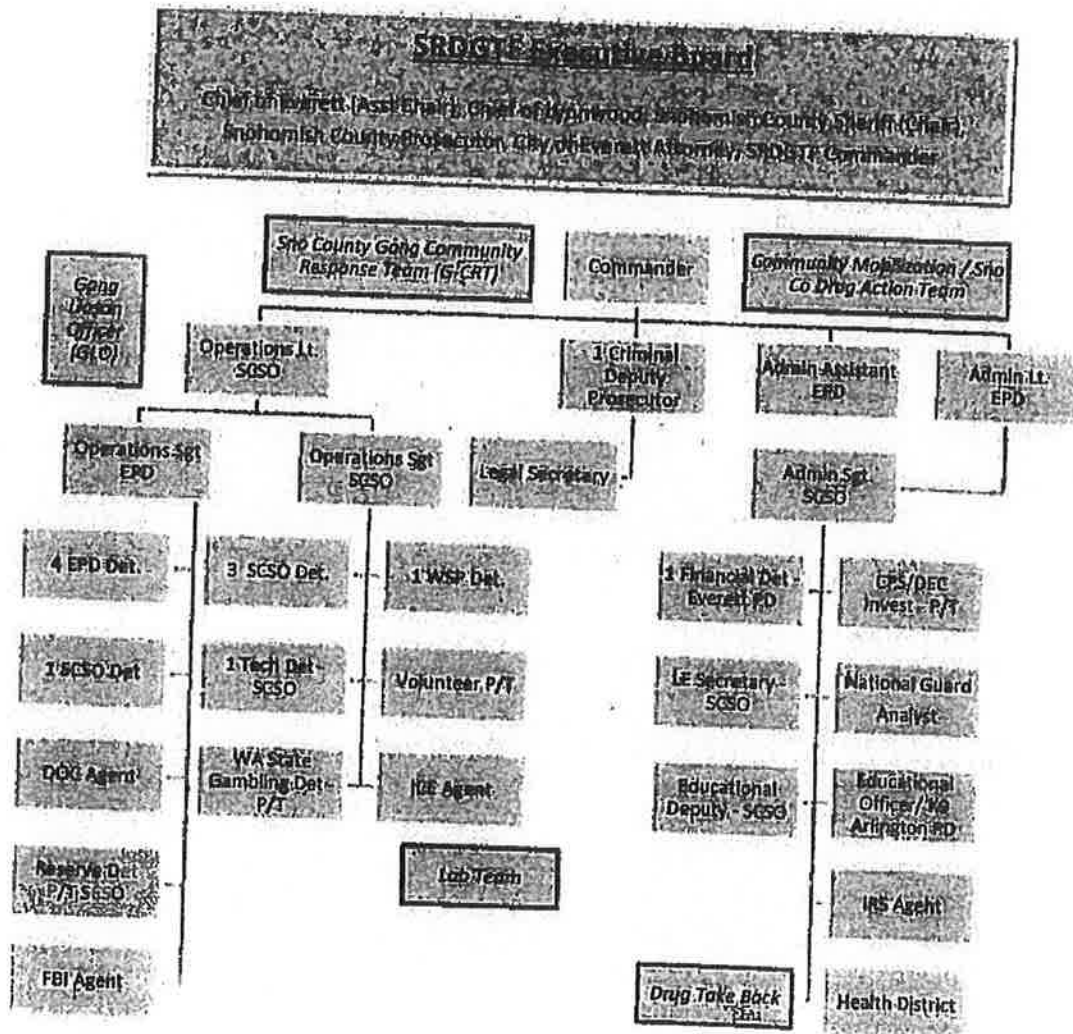
Snohomish Regional Drug & Gang Task Force

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

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

Interlocal Agreement Establishing
Snohomish Regional Drug & Gang Task Force

EXHIBIT D



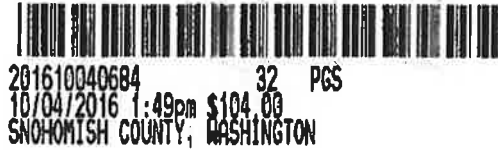
RETURN NAME & ADDRESS

SNOHOMISH COUNTY SHERIFF OFFICE

ATTN FISCAL OFFICE

3000 ROCKEFELLER AVE. M/S 606

EVERETT, WA 98201 - 4046



Please print neatly or type information

Document Title(s)

INTERLOCAL AGREEMENT ESTABLISHING SNOHOMISH REGIONAL DRUG & GANG TASK FORCE

Reference Number(s) of related documents:

Additional Reference #'s on page ____

Grantor(s) (Last, First, and Middle Initial)

CITY OF ARLINGTON, ADDITIONAL NAMES ON PAGE 2

Additional Grantors on page ____

Grantee(s) (Last, First, and Middle Initial)

SNOHOMISH COUNTY

Additional Grantees on page ____

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Complete legal on page ____

Assessor's Property Tax Parcel/Account Number

Additional parcel #'s on page ____

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

***I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.**

Signature of Requesting Party

**SHERIFF'S OFFICE
SNOHOMISH COUNTY
EVERETT, WA**

2016 OCT 14 AM 11:18

RECEIVED



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda August 22, 2017
Date: _____

Subject: Amendment to Interlocal Government Agreement Regarding In-Service Training Sessions

Contact John Dyer, Police Chief **Budget Impact:** \$0
Person/Department: _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize Mayor to Sign Amendment No. 1 to Interlocal Agreement regarding In-Service Training Sessions.

SUMMARY/BACKGROUND: In September 2015 the City of Lake Stevens entered into an Interlocal agreement with other government agencies for in-service police training hosted by City of Everett. The Stillaguamish Tribe has requested to join this Interlocal Agreement and Amendment No. 1 provides for this. There are no other changes to the provisions of the Interlocal Agreement. Because this is an amendment to an Interlocal agreement Council approval is required.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: \$0

ATTACHMENTS:

- ▶ Exhibit A: Amendment No. 1 to Interlocal Agreement
- ▶ Exhibit B: Interlocal Agreement

LAKE STEVENS SIGNATURE PAGE
AMENDMENT NO. 1
TO
INTERLOCAL GOVERNMENT AGREEMENT
REGARDING IN-SERVICE TRAINING SESSIONS

ORIGINAL

CITY OF LAKE STEVENS
WASHINGTON

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

EXHIBIT B

INTERLOCAL GOVERNMENT AGREEMENT REGARDING IN-SERVICE TRAINING SESSIONS

THIS AGREEMENT is made and entered into this 30th day of September, 2015, by the following governmental entities ("Participating Entities") ("Parties"):

City of Arlington
City of Bothell
City of Brier
City of Edmonds
City of Everett
City of Lake Stevens

City of Lynnwood
City of Mill Creek
City of Monroe
City of Mountlake Terrace
City of Mukilteo
Tulalip Tribal Police

RECITALS:

WHEREAS, This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each agency is authorized by law to perform; and

WHEREAS, the Participating Entities comprise the Snohomish County Regional Training Group and are empowered by law to train their law enforcement personnel; and

WHEREAS, the Participating Entities conduct regular in-service training sessions on various law enforcement topics; and

WHEREAS, the City of Everett Police Department is typically the host of the regular in-service training sessions, and has incurred and will incur costs associated with these regular in-service training sessions, including but not limited to, miscellaneous expendable goods, wear and tear on equipment, and use of facilities; and

WHEREAS, other Participating Entities may host the regular in-service training sessions at future times; and

WHEREAS, it is appropriate that all of the Participating Entities share in the costs associated with hosting, conducting, and participating in the regular in-service training sessions:

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

1.0 Payment

The undersigned Participating Entities shall contribute fees at the rates indicated below* per year toward paying for the costs of instructors, classes and certifications, equipment wear and tear, and expendable items used in the regular in-service training sessions: Payment for the year 2016 shall be paid to the City of Everett as custodian of the funds on or before January 31, 2016. Subsequent payments shall be made on or before January 31 of each year thereafter, and shall be payable to the City of Everett as custodian of the funds until notice of a change of custodian is given in accordance with Section 4 below.

*Participating Entities shall contribute fees at a rate commensurate to the number of sworn officers in the agency.

| | |
|-----------------------|--------------------|
| Less than 50 officers | \$800.00 per year |
| 50 – 100 officers | \$1200.00 per year |
| Over 100 officers | \$1600.00 per year |

The annual contribution entitles each Participating Entity to have officers attend the regular training sessions.

2.0 Scope of Services

- 2.1 Until notice of a change is given, in accordance with Section 4 below, the Everett Police Department shall coordinate the facilities necessary to conduct regular in-service training sessions. The Everett Police Department shall schedule regular in-service training sessions on various law enforcement-related topics, and shall give reasonable prior notice to each Participating Entity of the date, time and place where each training session will be held, and the nature of the topic for each regular training session.
- 2.2 Training for Participating Entities' personnel shall be jointly provided by the law enforcement personnel of the Participating Entities.

3.0 Effective Date and Term

The initial term of this Agreement shall commence on January 1, 2016, and it shall continue in effect through December 31, 2021, unless sooner terminated as provided under this agreement. Thereafter, this Agreement shall automatically renew and continue on a year-to-year basis, until terminated as provided under this Agreement.

4.0 Changes

- 4.1 This Agreement may be modified by mutual agreement of the Participating Entities. No such amendment shall be effective until it is reduced to writing and signed by all Participating Entities with the same formality as this Agreement.
- 4.2 The fund custodian and regular in-service training site may be changed by majority agreement of the Participating Entities without modifying this Agreement, but with reasonable notice to all Participating Entities.

5.0 Waiver

No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

6.0 Allocation of Liability/Insurance

- 6.1 Each Participating Entity shall be responsible for the conduct and liability of its own personnel in the performance of this Agreement. Each Participating Entity agrees to save, indemnify, defend and hold the other Participating Entities harmless from any allegations, complaints, or claims of wrongful or negligent acts or omissions, by said Participating Entity and/or its elected officers, agents, or employees. In the case of allegations, complaints, or claims against more than one Participating Entity, any damages allowed shall be levied in proportion to the percentage of fault attributable to each Participating Entity, and each Participating Entity shall have the right to seek contribution from the other Participating Entities in proportion to the percentage of fault attributable to each other Participating Entity. A Participating Entity that has withdrawn from the agreement assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.
- 6.2 Each Participating Entity shall maintain appropriate insurance coverage for the activities occurring under this Agreement, including but not limited to personal injury, death and property damage limits of not less than \$1,000,000 (one million dollars) per occurrence, or provide proof of self-insurance or of participating in an insurance pool acceptable to the city.
- 6.3 This Section 6 shall survive termination of this Agreement.

7.0 Legal Requirements

The Participating Entities shall comply with all applicable federal, state and local laws in performing this Agreement.

8.0 Termination and Notice

- 8.1 Any Participating Entity may terminate or suspend its participation in this Agreement, with or without reason, by providing written notice to the other Participating Entities at least thirty (30) days prior to the effective date of any such termination or suspension.
Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.
- 8.2 Termination shall not relieve a Participating Entity of its obligations as set forth in Section 6 and shall not entitle it to any refund of the payments made pursuant to Section 1, prior to the effective date of termination.

9.0 Governing Law - Entire Agreement - Severability

This Agreement shall be governed by the laws of the State of Washington, as to interpretation and performance. Any action hereunder may be brought only in the Superior Court of Washington for Snohomish County. This Agreement constitutes the entire agreement of the parties. Should any part, term or provision of the Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall not be affected, and the same shall continue in full force and effect.

10.0 Agreement – Amendment

This Agreement contains the terms and conditions agreed upon by the Participating Entities. The Participating Entities agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement may only be amended by written instrument executed by the Participating Entities.

11.0 Execution of Multiple Counterparts

This Agreement and any Amendment thereto, may be reproduced in any number of original counterparts. Each participating agency need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the participating agencies.

12.0 Recording

As required by RCW 39.34.040, this Agreement shall be filed with the County Auditor, or, alternatively, posted on the website of each party.

13.0 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 (Participating Entities). Participating Entity employees who provide services under this Agreement shall at all times be considered employees of their respective Participating Entity and acting in their official capacities as employees of their respective Participating Entity. All rights, duties, and obligations of the employer and the employee shall remain with the individual jurisdiction/Participating Entity. Each Participating Entity shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, with regard to its employees.

The parties agree that no separate legal administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for the purpose of the Interlocal Cooperation ACT, Ch. 39.34 RCW, an administrator or joint board responsible for administering the Agreement will be established by mutual agreement. Any real or personal property used by the parties in connection with this Agreement will be acquired, held and disposed of by that party in its discretion, and other parties will have no joint or other interest herein.

14.0 Liability/ No Third Party Beneficiaries

This Agreement is for the sole benefit of the Participating Entities and shall not confer third-party beneficiary status on any non-party to this Agreement. No liability shall attach to any of the parties by reason of entering into this Agreement except as expressly provided herein. None of the parties to this Agreement assume any duty to any third party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT:

Ray Stephanson
Ray Stephanson, Mayor

By: Ray Stephanson

Its: Mayor

ATTEST:
Sharon Full
Clerk

APPROVED AS TO FORM:

James D. Iles
By:

Participating Entity

By: _____

Its: _____

ATTEST:

Clerk

APPROVED AS TO FORM:

By:

Exhibit A

List each Participating Entity's contact person and address for notice purposes. (see attached)

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT

Ray Stephanson, Mayor

By: _____

Its: _____

ATTEST:

Clerk

APPROVED AS TO FORM:

By: _____



Participating Entity

By: BARBARA TOLBERT

Its: MAYOR - ARLINGTON

ATTEST:



Clerk

APPROVED AS TO FORM:

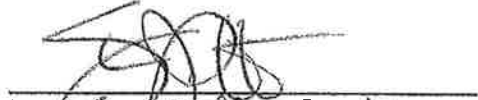

By: Steve Ruffe, City Atty

Exhibit A

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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 (Participating Entities). Participating Entity employees who provide services under this Agreement shall at all times be considered employees of their respective Participating Entity and acting in their official capacities as employees of their respective Participating Entity. All rights, duties, and obligations of the employer and the employee shall remain with the individual jurisdiction/Participating Entity. Each Participating Entity shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, with regard to its employees.

The parties agree that no separate legal administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for the purpose of the Interlocal Cooperation ACT, Ch. 36.34 RCW, an administrator or joint board responsible for administering the Agreement will be established by mutual agreement. Any real or personal property used by the parties in connection with this Agreement will be acquired, held and disposed of by that party in its discretion, and other parties will have no joint or other interest herein.

14.0 Liability/ No Third Party Beneficiaries

This Agreement is for the sole benefit of the Participating Entities and shall not confer third-party beneficiary status on any non-party to this Agreement. No liability shall attach to any of the parties by reason of entering into this Agreement except as expressly provided herein. None of the parties to this Agreement assume any duty to any third party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Ray Stephanson, Mayor

By: _____

Its: _____

ATTEST:

City of Bothell

Participating Entity

By: _____

Its: City Manager

ATTEST:

Clerk

APPROVED AS TO FORM:

By:



Clerk

APPROVED AS TO FORM:


By: *City Atty*

Exhibit A

- * List each Participating Entities contact person and address for notice purposes.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT

Ray Stephanson, Mayor

By: _____

Its: _____

ATTEST:

Clerk

APPROVED AS TO FORM:

By: _____



Bob Colinas, City of Brier

By: **Bob Colinas**

Its: **MAYOR**

ATTEST:



Clerk

APPROVED AS TO FORM:

By: 

Exhibit A

List each Participating Entity's contact person and address for notice purposes. (see attached)

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT

Ray Stephanson, Mayor

By: _____

Its: _____

ATTEST:

Clerk

APPROVED AS TO FORM:

By:

CITY OF EDMONDS

Participating Entity

By: [Signature]

Its: Mayor

ATTEST:

Clerk

APPROVED AS TO FORM:

[Signature]
By:

Exhibit A

List each Participating Entity's contact person and address for notice purposes. (see attached)

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT

Ray Stephanson, Mayor

By: _____

Its: _____

ATTEST:

Clerk

APPROVED AS TO FORM:

By:

CITY OF LAKE STEVENS

Marcus A. Tageant

By: Marcus Tageant

Its: Mayor Pro Tem

ATTEST:

[Signature]
Clerk

APPROVED AS TO FORM:

[Signature]
By: city attorney

Exhibit A

List each Participating Entity's contact person and address for notice purposes. (see attached)

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT:

Ray Stephanson
Ray Stephanson, Mayor

By: Ray Stephanson

Its: Mayor

ATTEST:
[Signature]
Clerk

APPROVED AS TO FORM:

[Signature]
By:

City of Lynnwood

Participating Entity

DocuSigned by:
By: [Signature] 3/25/2016

A65F8491F854468...
Its: Mayor

ATTEST:
DocuSigned by:
Sonja Springer 3/25/2016
Clerk

APPROVED AS TO FORM:

DocuSigned by:
Rosemary Larson 3/24/2016
By: C167B97046CD409...

Exhibit A

List each Participating Entity's contact person and address for notice purposes. (see attached)

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT:

Ray Stephanson
Ray Stephanson, Mayor

By: Ray Stephanson

Its: Mayor

ATTEST:
Sharon Full
Clerk

APPROVED AS TO FORM:

James D. Lee
By:

CITY OF MILL CREEK:

Rebecca C. Polizzotto
Participating Entity

By: REBECCA C. Polizzotto

Its: City Manager

ATTEST:
[Signature]
Clerk

APPROVED AS TO FORM:

n/a
By:

Exhibit A

List each Participating Entity's contact person and address for notice purposes. (see attached)

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT

Ray Stephanson, Mayor

By: _____

Its: _____

ATTEST:

Clerk

APPROVED AS TO FORM:

By:



Participating Entity

By: GEOFFREY THOMAS

Its: Mayor

ATTEST:



Clerk

APPROVED AS TO FORM:



By:

Exhibit A

List each Participating Entity's contact person and address for notice purposes. (see attached)

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT

Ray Stephanson, Mayor

By: _____

Its: _____

ATTEST:

Clerk

APPROVED AS TO FORM:

By:

City of Everett

Participating Entity

By: _____

Its: _____

ATTEST:

Virginia V. Olsen

Clerk

APPROVED AS TO FORM:

Gary G. S. L.

By: *City Attorney*

Exhibit A

List each Participating Entity's contact person and address for notice purposes. (see attached)

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT

Ray Stephanson, Mayor

By: _____

Its: _____

ATTEST:

Clerk

APPROVED AS TO FORM:

By:

City of Mukilteo
Participating Entity

By: _____

Its: Mayor

ATTEST:

Clerk

APPROVED AS TO FORM:

By:

Exhibit A

List each Participating Entity's contact person and address for notice purposes. (see attached)

Exhibit A

ARLINGTON PD

Dan Cone Work 360-403-4609
Cell 425-754-2963
110 East 3rd St. Arlington WA 98223
dccone@arlingtonwa.gov
(Public Safety Dir. Bruce Stedman) FAX 360/435-4677

BOTHELL PD

Cedric Collins W) 425-487-5180 C) 425-280-3056
Jeremy Wilson W) 425-487-5517 C) 253-740-8442
18410 - 101st Ave NE Bothell, WA 98011-3455
Cedric.Collins@ci.bothell.wa.us
Jeremy.Wilson@ci.bothell.wa.us
(Chief Carol Cummings) FAX 425-487-5556

BRIER PD

Patrick Murphy Work 425-775-5452 ext 141
Cell 425-772-0540
2901 228th St, Brier, WA 98036
pmurphy@ci.brier.wa.us
(Chief Mike Catlett) FAX 425-673-7527

EDMONDS PD

Mike Bard Work 425-771-0275
Cell 206-786-9138
250 5th Ave. N, Edmonds, WA 98020
Michael.Bard@edmondswa.gov
(Chief Al Compaan) FAX 425-771-0276

EVERETT PD

Trevor Townsend W) 425-257-7491 C) 425-508-3196
Ursula Clifton W) 425-257-8445 C) 425-754-7896
Ryan Terpening W) 425-257-8414 C) 425-754-8274
Janelle Lyman W) 425-257-8531
3002 Wetmore Ave Everett, WA 98201
trtownsend@everettwa.gov
uclifton@everettwa.gov
rterpening@everettwa.gov
jlyman@everettwa.gov
(Chief Dan Templeman) FAX 425/257-6506

LAKE STEVENS PD

Jeff Lambier Work 425-334-9537 ext 3525
Cell 425-583-1064
2211 Grade Road, Lake Stevens, WA 98258
jlambier@lakestevenswa.gov
(Chief Dan Lorentzen) FAX 425-334-9842

LYNNWOOD PD

Sean Doty W) 425-670-5628
Josh Kelsey W) 425/670-5618 C) 425-754-0125
PO Box 5008
19321 44th Ave W, Lynnwood 98046
sdoty@ci.lynnwood.wa.us
jkelsey@ci.lynnwood.wa.us
(Chief Steve Jensen) FAX 425-672-1418

MILL CREEK PD

Stan White Work 425-921-5762
15728 Mill Creek Blvd., Mill Creek, WA 98012
022@cityofmillcreek.com
(Chief Bob Crannell) FAX 425/745-4680

MONROE PD

Brian Johnston Work 360-863-4576
Personal Cell (best) 425-268-0828
Work Cell 425-345-9945
818 West Main St. Monroe, WA 98272-2125
bjohnston@ci.monroe.wa.us
(Chief Timothy Quenzer) FAX 360-794-3129

MOUNTLAKE TERRACE PD

Joie Worthen Work 425-744-6248
Cell 425-218-5009
5906 232nd St. SW Mountlake Terrace, WA 98403
JWorthen@ci.mtl.wa.us
(Chief Greg Wilson) FAX 425-776-5788

MUKILTEO PD

Colt Davis W) 425-263-8104 C) 425-328-6512
Joe Evans W) 425-263-8105 C) 425-328-6778
Cheol Kang Work 425-263-8106
10500 - 47th Pl. W., Mukilteo, WA 98275
c.davis@ci.mukilteo.wa.us
j.evans@ci.mukilteo.wa.us
c.kang@ci.mukilteo.wa.us
(Chief Chuck Macklin) FAX 425-348-1275

TULALIP PD

Kenn Johnson Work 360-716-5942
Cell 425-508-1575
6103 31st Ave. NE, Tulalip, WA 98271
kjohnson@tulaliptribalpolice.org
(Chief Carlos Echevarria) FAX 360-716-5999



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: August 22, 2017

Subject: Veterans Commission Appointment and Oath of Office

Contact Mayor Spencer; Councilmember Hilt

Budget N/A

Person/Department: _____

Impact: _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Confirm the nomination and appointment of Gayle McGurdy to the Lake Stevens Veterans Commission.**

SUMMARY/BACKGROUND: At the April 25, 2017 Council meeting, Council approved Ordinance 996 Establishing the City of Lake Stevens Veterans Commission. The ordinance provides for eleven commissioners consisting of not more than three Councilmembers and at least eight members who are either Veterans, Active Military Service members or immediate family members, such as a spouse, parent or adult child of a Veteran or an Active Military Service member. The ordinance also provides that at least two of the members should have actively served in the military.

On June 29, 2017 Mayor Spencer and Councilmember Hilt interviewed all applicants for the Veterans Commission, all of whom were highly qualified to participate as commissioners. Applicant Gayle McGurdy was interviewed at that time, however her nomination was deferred until the City received her application, receipt of which was delayed due to no fault of Ms. McGurdy's. Her application has now been received and is attached. At this time Mayor Spencer nominates Gayle McGurdy for appointment to the Veterans Commission for a term expiring December 31, 2018.

BUDGET IMPACT: N/A

ATTACHMENTS:

Application

APPLICATION FOR MEMBERSHIP:

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



Veterans

Board/Commission Being Applied For _____

NAME: Gayle A. McCurdy

DATE: 08/01/2017

ADDRESS: 902 123rd Ave NE

HOME PHONE: 425-374-2835

CITY/ZIP: Lake Stevens/98258

WORK PHONE: _____

EMAIL ADDRESS: gaylei5413@aol.com

CELL PHONE: 425-330-9708

Are you a City resident? Yes

If yes, how long? 7 years

Are you a registered voter? Yes

For Civil Service Commission **ONLY**: Political Affiliation: _____
(Required per LSMC §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): Retired

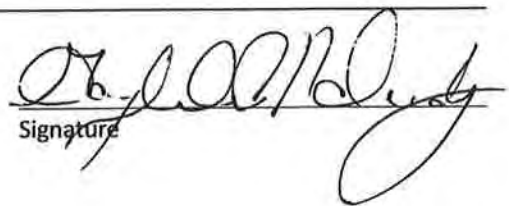
EDUCATIONAL BACKGROUND (including year graduated and degrees): Higs School 1972, Assoc Degree Nursing 1979, Ba Anthropology 1981, Masters Public Administration 1986

PROFESSIONAL EXPERIENCE: USAF Officer, Nurse

ORGANIZED AFFILIATIONS: American Legion Post181, DAV

WHY ARE YOU SEEKING APPOINTMENT? As a veteran I hope to help this community incorporate veterans to its benefit.

WHAT QUALITIES DO YOU POSSESS THAT WOULD ENABLE YOU TO FULFILL THE POSITION? Professionalism, Integrity, problem solving.


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: deputyclerk@lakestevenswa.gov

425.334.1012



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: August 22, 2017

Subject: Veterans Commission Appointment of Councilmember Representatives

Contact Mayor Spencer; Councilmember Hilt

Budget N/A

Person/Department: _____

Impact: _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Appoint Councilmembers Hilt, Daughtry and Tageant to Veterans Commission**

SUMMARY/BACKGROUND: At the April 25, 2017 Council meeting, Council approved Ordinance 996 Establishing the City of Lake Stevens Veterans Commission. The ordinance provides for eleven commissioners consisting of not more than three Councilmembers and at least eight members who are either Veterans, Active Military Service members or immediate family members, such as a spouse, parent or adult child of a Veteran or an Active Military Service member.

At the July 11, 2017 Council meeting, Council confirmed the Mayor's nominations for appointment to the Veterans Commission. Additionally, the final nomination will be confirmed at this evening's meeting.

Councilmember Hilt has recommended to the Mayor, and Mayor Spencer agrees and nominates Councilmembers Hilt, Daughtry and Tageant for appointment to positions 1, 2 and 3 of the Veterans Commission, with terms expiring December 31, 2017.

BUDGET IMPACT: N/A

ATTACHMENTS: N/A



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda 8/22/2017
Date:

Subject: Approve Order for Internet and Phone Services for Police Department with WAVE Business Solutions, LLC

| | | | | |
|---------------------------|------------------------------------|----------------|-----------|----|
| Contact | Troy Stevens, Information Services | Budget | \$40,599 | 3- |
| Person/Department: | | Impact: | year term | |

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Order for Internet and Phone Services for Police Department with WAVE Business Solutions, LLC

SUMMARY/BACKGROUND:

The City currently has internet and phone services with Wave Business Solutions, and as part of Wave's proposed fiber build out to our Public Works Shop, Wave required us to renew our internet and phone services. This will allow Wave to absorb the fiber build out cost which would not be passed on to the City. Wave performed some bandwidth utilization reports that have indicated that the City is regularly reaching our current bandwidth limit of 100/100Mbps and has recommended us to upgrade to 200/200Mbps service. The City has moved to more cloud based solutions and as such our bandwidth requirements have grown.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: The City currently is paying \$595/month (w/o tax and fees) for Internet and Phone Services, this will increase to \$1,127.25/month (w/o tax and fees)

ATTACHMENTS:

- ▶ Exhibit A: City of Lake Stevens - Internet and Phone Order - 08-03-2017.pdf
- ▶ Exhibit B:
- ▶ Exhibit C:

NOTE: Provider and Customer are the parties to that certain Order for Internet and Phone Services dated October 21, 2015, as amended by that certain First Amendment to Order for Internet and Phone Services dated March 9, 2017 (as amended, the “2015 Contract”), pursuant to which Customer receives from Provider services similar to the Services being ordered pursuant to this Service Order. The Parties now intend for this Service Order to replace and supersede in its entirety the 2015 Contract. Accordingly, as of the Service Commencement Date for the Services provided to Customer pursuant to this Service Order, the 2015 Contract shall terminate and have no further force or effect; provided, that any outstanding payment obligations under the 2015 Contract shall survive until met.

Service Commencement Date: September 1, 2017

| | |
|---|------------|
| One Time Installation Charges: | |
| Installation of the above-described Services. | \$0 |
| Total One Time Charges: | \$0 |

PROPRIETARY AND CONFIDENTIAL

To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

Customer Site Contact:

Troy Stevens
tstevens@ci.lake-stevens.wa.us
425-377-3234 (Ph)

Customer Billing Contact:

Joan Norris
Accounts Payable
jnorris@lakestevenswa.gov
425-377-3236 (Ph)

Other Customer Contact:

City Clerk, City of Lake Stevens
Post Office Box 257
Lake Stevens, WA 98258
425-334-1012 (Ph))

Section 3: Service. Provider shall provide the Services indicated above to Customer at the Service Site identified above (the "Services"). Provider shall use commercially reasonable efforts to install the Services consistent with Provider's usual and customary installation timeline, and shall keep Customer regularly informed regarding installation progress.

Section 4: Service Term. Testing and acceptance of the Services shall be completed in accordance with Article 3 of the MSA. The Initial Service Term for the Services shall commence on the Service Commencement Date. Upon expiration of the Initial Service Term, unless either Party terminates this Service Order by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the Initial Service Term, this Service Order will automatically renew for successive periods of one (1) year (each, a "Renewal Term"). During any Renewal Term, either Party may terminate this Service Order at the end of the then-current Renewal Term by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the then-current Renewal Term. The total period of time this Service Order is in effect is referred to as the "Service Term."

Section 5: Rates and Charges. Customer is responsible for paying to Provider the NRC and MRC set forth in Section 1 above, all in accordance with Article 4 of the MSA.

Section 6: Internet Service Provisions. In addition to the other provisions of this Service Order and the MSA, use of the Internet access Services is subject to the following terms and conditions:

(a) Access and Acceptable Use. Customer shall ensure that any person who has access to the Services through Customer's Equipment and/or Customer's internal network shall comply with the terms of this Service Order and the terms and conditions of Provider's "Acceptable Use Policy" which is posted on Provider's website. The Acceptable Use Policy, as it may be updated by Provider from time to time, is incorporated into this Service Order by this reference and shall govern Customer's use of the Services.

(b) Acceptance of Risk; Security Measures. Customer expressly acknowledges and agrees that the Internet is a shared network that is not secure and that is not controlled by

Provider. Any content that Customer may access through the Services is provided by independent third-party content providers, over which Provider does not exercise control. Provider does not preview, exercise editorial control over, or endorse any opinions or information accessed through the Services. Customer expressly understands and agrees that it is possible data or files Customer sends or receives over the Internet will be monitored by third-parties and/or subject to unauthorized access by third-parties. Third-parties may gain access to Customer's data, including Confidential Information. Data or files transmitted over the Internet may contain computer viruses or other harmful components. Provider has no responsibility and assumes no liability for any such acts or occurrences. Instead, Customer expressly assumes the risks inherent in connecting its internal network and its Equipment to the Internet and in accessing and using the Internet through the Services.

(c) Electronic Addresses. Any IP addresses or email account addresses (collectively, the "Electronic Addresses") provided by Provider pursuant to this Service Order are and will remain the property of Provider. Customer shall not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses. Due to growth, acquisitions and/or changes in technology, Provider reserves the right to change addressing schemes, including Electronic Addresses, at any time.

(d) Domain Names. Customer is solely responsible for obtaining, registering for and renewing any desired domain names. Customer acknowledges that Provider has no control over domain name registration.

Section 7: Telephone Service Provisions. In addition to the other provisions of this Service Order and the MSA, use of the phone Services is subject to the following terms and conditions:

(a) Other Providers. Unless otherwise expressly agreed to in writing, Provider will have no obligation or responsibility to arrange for termination or removal of telecommunications services provided by long distance providers. Customer will remain responsible for terminating and removing any such unwanted services and circuits provided by other long distance providers. Customer understands that it may designate only one primary

interexchange carrier for any one telephone number for state-to-state (interLATA), intrastate and international usage.

(b) Long Distance Charges. Any long distance rates listed above are the rates as of the date of this Order and do not reflect the actual rates applicable at any given time during the Service Term. All long distance charges are exclusive of applicable taxes, and Provider may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"), plus amounts to recover reasonable administrative costs associated with such Governmental Charges.

(c) CPNI. Provider will have access to certain Customer proprietary network information ("CPNI"). Under federal law, Customer has a right to, and Provider has a duty to protect, the confidentiality of CPNI. CPNI may be useful to tailor services to Customer and to enhance Provider's ability to meet Customer's needs. Customer expressly authorizes Provider, its affiliates, or its sales representatives to use CPNI to determine if Customer could benefit from other services offered by Provider and its affiliates, and market them to Customer. Customer may withdraw its authorization at any time by informing Provider in writing. Any such withdrawal will not affect the quality of Services provided hereunder.

(d) Important Notice Regarding E911 Service. The telephone Services provided hereunder are provided by Provider's Internet Protocol voice network (aka "VoIP"). Federal Communications Commission rules require that providers of VoIP phone services remind customers of these important E911 facts: (i) Provider needs a correct service site address in order to deliver accurate location information to E911; (ii) If you move your VoIP phone equipment to a different physical address, you must call Provider immediately to update the location information, otherwise E911 will not have your correct location information on file; (iii) VoIP services operate using the standard electrical power provided to the service site, so unless you have arranged for a back-up power supply, the Services will be unavailable during a power outage; (iv) You may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if your phone service is terminated or suspended. **Customer has read and understands this notice regarding E911 service:**

Customer Initials

Date

Section 8: Performance. Provider shall use commercially reasonable efforts in keeping with normal industry standards to ensure that the Services are available to Customer 24 hours per day, seven days per week, consistent with the applicable

SLA. It is possible, however, that there will be interruptions of Services. Customer understands and agrees that the Services may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Provider's reasonable control. Temporary Service interruptions for such reasons, as well as all Service interruptions caused by Customer, or by Force Majeure Events, will not constitute failures by Provider to perform its obligations under this Service Order. Instead, Customer's sole remedies for any such interruptions in the Services are described in the SLA.

Section 9: Customer Equipment and Software. As between Customer and Provider, Customer is solely responsible for the installation, repair, maintenance and use of all Customer Equipment and all software supplied by Customer for use in connection with the Services, including all aspects of Customer's internal network. Provider does not manufacture Equipment or software and does not support Customer Equipment or software. Any questions concerning third-party hardware or software should be directed to the provider of that product. If Customer Equipment or software impairs the Services, Customer will remain liable for payment of the applicable Fees. If, at Customer's request, Provider should attempt to resolve difficulties caused by Customer Equipment or software, such efforts will be performed at Provider's discretion and at Provider's then-current commercial rates and terms for such consulting services.

Section 10: Customer Security Measures. Customer is responsible for all access to and use of the Services by means of Customer's Equipment and Customer's internal network, whether or not Customer has actual knowledge of or authorizes such access or use. Customer is responsible for the security of Customer's internal computer network, and shall implement commercially reasonable security measures to prevent unauthorized use of or access to the Services. As set forth in Section 6.3 of the MSA, the failure by Customer to implement commercially reasonable network security measures may result in immediate termination of the Services and this Service Order by Provider. Customer will be solely liable and responsible for all conduct occurring through either authorized or unauthorized use of the Services through Customer's network and/or Customer's Equipment, until Customer informs Provider of a security breach. Provider is not responsible and assumes no liability for losses, claims, damages, expenses, or costs resulting from persons accessing Customer's internal network and/or Provider's network through Customer's Equipment, and Customer shall hold Provider harmless from and indemnify Provider against any such claims, losses, or damages to the full extent arising from such access.

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party’s signature) will be deemed the Effective Date of this Service Order.

CUSTOMER:

CITY OF LAKE STEVENS

By _____

Name: _____

Title: _____

Date: _____

PROVIDER:

WAVE BUSINESS SOLUTIONS, LLC

By _____

Name: _____

Title: _____

Date: _____

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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda 8/22/2017
Date:

Subject: Approve Dark Fiber Order for Police and Public Works Departments with WAVE Business Solutions, LLC

| | | | | |
|---------------------------|------------------------------------|----------------|-------------|---|
| Contact | Troy Stevens, Information Services | Budget | \$41,040.00 | 3 |
| Person/Department: | | Impact: | year term | |

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve new Lease Agreement between the City of Lake Stevens and Wave Broadband for a 36 month term.

SUMMARY/BACKGROUND:

The City currently has a Fiber Lease Agreement with Wave Broadband dated Nov 28, 2014 this lease connects the City's Police Department network to the County datacenter. In order for Wave to deliver a new fiber connection to the Public Works Shop they require us to approve this new lease agreement for a three year term as well as renew our internet/phone service for a three year term. This will allow for Wave to absorb the fiber build out cost to run fiber to our industrial area. The City will be remodeling the Public Works Shop to create a more work spaces for the growing City. This fiber connection will ensure that this site will be able to meet the increased demand for network resources, this will also reduce hardware be eliminating a firewall, and related software renewals.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: The increase to the current budget would be an additional \$570 per month w/o taxes and fees (\$6,800/year) These contracts are setup to auto-renew after the three-year term. This will be an ongoing infrastructure cost.

ATTACHMENTS:

- ▶ Exhibit A: City of Lake Stevens - Dark Fiber Order - 08-03-2017.pdf
- ▶ Exhibit B:
- ▶ Exhibit C:

DARK FIBER ORDER

This Dark Fiber Order (this “Service Order”) is entered into as of the date of last signature below (the “Effective Date”), by and between WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company (“Provider”), and the CITY OF LAKE STEVENS, a Washington municipal corporation (“Customer”). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement between Provider and Customer dated October 17, 2014 (the “Master Agreement”). All capitalized terms used but not defined in this Service Order shall have the meanings given to them Master Agreement. Because the Services being purchased pursuant to this Service Order are licenses to use dark fiber strands, as used in this Service Order the terms “Services” and “Licensed Fibers” shall be interchangeable.

NOTE: Provider and Customer are the parties to that certain Dark Fiber dated November 28, 2014 (the “2014 Contract”), pursuant to which Customer receives from Provider the Police Department Fiber Route described in this Service Order. The initial term of the 2014 Contract is about to expire. The Parties now intend for this Service Order to replace and supersede in its entirety the November 28, 2014 Contract. Accordingly, as of September 1, 2017, the November 28, 2014 Contract shall terminate and have no further force or effect; provided, that any outstanding payment obligations under the November 28, 2014 Contract shall survive until met. This does not affect the Master Services Agreement dated October 17, 2014.

Section 1: Description of Fiber Routes and Charges. Provider shall deliver to Customer the dark fiber service(s) set forth in the following table (each, a “Service,” and collectively, the “Services”). The Services shall connect the “End Points” set forth below (each such connection, a “Fiber Route”), using the number of dark fiber strands described below, at a loss budget not to exceed the “Maximum Loss Budget” set forth below, in exchange for the one-time, non-recurring installation cost (“NRC”) set forth below, and the monthly recurring charges (“MRC”) set forth below:

| Fiber Route Identifier | Location A End Point | Location Z End Point | Description of Fiber | NRC | MRC |
|-------------------------------|--|---|---------------------------------------|-----|---------|
| Police Department Fiber Route | Snohomish County Data Center 3000 Rockefeller Avenue Everett, WA 98201 | Lake Stevens Police Department 2211 Grade Road Lake Stevens, WA 98258 | 1 strand single mode dark fiber | \$0 | \$570 |
| Public Works Fiber Route | Snohomish County Data Center 3000 Rockefeller Avenue Everett, WA 98201 | Lake Stevens Public Works 2306 – 131 st Avenue NE Lake Stevens, WA 98258 | 1 strand single mode dark fiber | \$0 | \$570 |
| TOTAL COST: | | | | \$0 | \$1,140 |

Section 2: Initial Service Term. The Initial Service Terms for both the Police Department Fiber Route and the Public Works Fiber Route are 36 months. However, the Initial Service Terms will not run concurrently because the Service Commencement Dates for the Police Department Fiber Route and the Public Works Fiber Route will occur on different dates. See Section 3 below.

Section 3: Estimated Installation Date.

(a) Police Department Fiber Route. As of the Effective Date of this Service Order, the Police Department Fiber Route is already installed and active. The Service Commencement Date for the Police Department Fiber Route shall be September 1, 2017.

(b) Public Works Fiber Route. As of the Effective Date of this Service Order, the Public Works Fiber Route has not yet been constructed. The Parties estimate the Public Works Fiber Route will be installed and activated within approximately 90 – 150 days after the Effective Date of this Service Order; however, in no event shall billing for the Public Works Fiber Route commence prior to January 1, 2018.

Section 4: Customer Information.

Account Name: City of Lake Stevens

Invoicing Address: P.O. Box 257

Account Executive to Customer: Dan Littlefield

Lake Stevens, WA 98258

To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

Customer Site Contact:

Troy Stevens
tstevens@ci.lake-stevens.wa.us
425-377-3234 (Ph)

Customer Billing Contact:

Joan Norris
Accounts Payable
jnorris@lakestevenswa.gov
425-377-3236 (Ph)

Other Customer Contact:

City Clerk
PO Box 257
Lake Stevens, WA 98258
425-334-1012 (Ph)

Section 5: Service Term. Provider shall use commercially reasonable efforts to install the Services consistent with Provider's usual and customary installation timeline, and shall keep Customer regularly informed regarding installation progress. Testing and acceptance of the Licensed Fibers shall be completed in accordance with the MSA. The Initial Service Term for each Service, set forth in Section 2 above, shall commence on the applicable Service Commencement Date. Upon expiration of the Initial Service Term, unless either party terminates this Service Order by giving written notice to the other party not less than thirty (30) days prior to the end of the Initial Service Term, this Service Order will begin to automatically renew on a month-to-month basis. During any month-to-month automatic renewal period, either party may terminate this Service Order by giving no less than thirty (30) days advance written notice to the other party. The period of time this Service Order is in effect is referred to as the "Service Term."

Section 6: Rates and Charges. Customer is responsible for paying to Provider the NRC and MRC set forth in Section 1 above, all in accordance with Article 2 of the MSA.

Section 7: Grant of License. Beginning on the Service Commencement Date for each Fiber Route, and continuing through the applicable Service Term, Provider grants to Customer, and Customer accepts from Provider, a license (the "License") to use the dark fibers on the Fiber Route (the "Licensed Fibers") by accessing same at the End Points specified in Section 1 above. Customer is not permitted to access the Licensed Fibers at any location other than the End Points. The License does not include any right on the part of Customer to: (i) own, control, possess, encumber, repair or maintain, or cause or permit any lien to attach to the Licensed Fibers, any Provider Equipment, or any other property of Provider; or (ii) use or access any of the other fiber optic strands that may be in the same cable bundle as the Licensed Fibers.

Section 8: Route of Licensed Fibers and Maximum Loss Budget. Provider shall at all times during the Service Term have full and complete discretion to choose the route along which the Licensed Fibers are installed between the End Points. That route will not necessarily be the most direct route between the End Points. Provider may, from time to time during the Service Term, elect to change the route along which

the Licensed Fibers are installed. So long as the actual optical loss for each Fiber Route is always less than or equal to the Maximum Loss Budget specified for such Fiber Route in Section 1 above, Customer shall have no authority to approve or disapprove of any particular installation route. In the event of any route relocation, Provider shall use commercially reasonable efforts to minimize the disruption to Customer's use of the Licensed Fibers.

Section 9: Performance. Provider shall use commercially reasonable efforts in keeping with normal industry standards to ensure that the Licensed Fibers are available to Customer 24 hours per day, seven days per week, consistent with the applicable SLA. It is possible, however, that there will be interruptions of Services. Customer understands and agrees that the Licensed Fibers may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Provider's reasonable control. Temporary Service interruptions for such reasons, as well as all Service interruptions caused by Customer, or by Force Majeure Events, will not constitute failures by Provider to perform its obligations under this Service Order. Instead, Customer's sole remedies for any such interruptions in the Services are described in the applicable SLA.

Section 10: Customer Equipment and Software. As between Provider and Customer, Customer is solely responsible for the installation, repair, maintenance and use of all Customer Equipment and all software supplied by Customer for use in connection with the Licensed Fibers, including all aspects of Customer's internal network. Provider does not manufacture Equipment or software and does not support Customer Equipment or software. Any questions concerning or requests for maintenance or repair of third-party hardware or software should be directed to the provider of that product. If Customer Equipment or software impairs the Licensed Fibers, Customer will remain liable for payment of the applicable Fees. If, at Customer's request, Provider should attempt to resolve difficulties caused by Customer Equipment or software, such efforts may be performed at Provider's discretion and Customer will be responsible for Provider's then-current commercial rates and terms for such consulting services.

Section 11: No Sub-Licensing; Non-Compete. The Services and the License are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the

Licensed Fibers, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, indefeasible right of use, or any other form. Nor shall Customer use the Licensed Fibers for commercial purposes that are competitive with Provider’s business (e.g., use the Licensed Fibers to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider’s service area).

Section 12: Provider’s Retained Rights. Provider retains the exclusive right to provide services using, or to sell or lease to other customers or end users fibers (other than the Licensed Fibers) contained in the same cable bundle as the Licensed

Fibers. Provider shall not use the Licensed Fibers during the Service Term.

Section 13: Customer Security Measures. Unless the End Points are installed at Service Sites that are within Provider’s control, Customer is responsible for establishing commercially reasonable security measures at the Service Sites to prevent unauthorized access to the Licensed Fibers and any Provider Equipment. Customer shall reimburse Provider for the cost of any damage to Provider Equipment or the Licensed Fibers occurring at the Service Sites due to negligent security measures on the part of Customer.

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party’s signature) will be deemed the Effective Date of this Service Order.

CUSTOMER:

CITY OF LAKE STEVENS

By _____

Name: _____

Title: _____

Date: _____

PROVIDER:

WAVE BUSINESS SOLUTIONS, LLC

By _____

Name: _____

Title: _____

Date: _____

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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: August 22, 2017

Subject: Resolution 2017-13 Authorizing Purchase of Used Vehicles

Contact Eric Durpos / Public Works Department **Budget Impact:** N/A
Person/Department: _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Resolution 2017-13 Authorizing the Purchase of (3) Used Vehicles from Snohomish County Public Utility District Under Special Market Conditions.

SUMMARY/BACKGROUND: The Public Works Department is very short on pick -up trucks for performing general maintenance around the city. With the addition of two new fulltime employees and the hiring of seasonal workers the department requires additional fleet. These vehicles do not need to be brand new fleet, but must be able to contain tools and pull maintenance trailers with mowers, weed whackers, blowers, etc. Our Surface Water Engineer also needed a vehicle for doing inspections, sampling, and responding to citizen concerns. PUD had a sealed auction on several vehicles that met our needs. Our City mechanic and Public Works Director scheduled a time to inspect the vehicles and felt they were a very good deal and meet our needs. Staff did some online research on the vehicles and then reduced the bid amount by approximately \$2,000.00. We were notified that our offers were accepted.

The following vehicles were selected for bid which were accepted by the Snohomish PUD:

1. A 2008 Chevrolet 2500HD with 155,127 miles - \$5,250
2. A 2007 Chevrolet 2500HD with 159,342 miles - \$5,250
3. A 2005 Chevrolet Blazer with 142,237 miles - \$2,500

In addition to the three vehicles, 74 danger flags were purchased for \$55.50. The fluorescent orange caution flags are used frequently on barricades and temporary construction signs. New flags retail for \$5.00 and these were purchased for \$0.75 each. This purchase is under the threshold and as such is not included in the Resolution authorizing the purchase under “special market conditions.”

The total cost of the three vehicles and the flags will be \$14,231.88 including tax. This does not yet include the licensing costs. After these costs, the total will still be within the available 2017 equipment budget due to lower invoiced amounts of other budgeted purchases.

These vehicles were inspected and determined to sufficiently meet the department needs for normal operations.

RCW 39.04.280 authorizes the City Council to waive, by resolution, standard competitive bidding requirements for the purchase of equipment where “special market conditions” exist for procurement of the equipment. These vehicles fit the specific needs to the Public Works Department, and are “used” which meets the requirement of “special market condition.”

APPLICABLE POLICIES: RCW 39.04.280, allows for exceptions from standard bidding procedures

BUDGET IMPACT: None – Funding available within the 2017 budget

ATTACHMENTS:

- Exhibit A: Resolution 2017-13

CITY OF LAKE STEVENS
Lake Stevens, Washington

RESOLUTION NO. 2017-13

A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON
AUTHORIZING THE PURCHASE OF (3) THREE USED VEHICLES FROM
SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT.

WHEREAS, RCW 39.04.280, allows for exceptions from standard bidding procedures based on special market conditions and sole source findings for qualifying purchases; and

WHEREAS, the City has adequate funding for the purchase of the vehicles in the 2017 equipment budget;
and

WHEREAS, the City has researched the suitability of the used vehicles for the Public Works
Department's specific intended purpose; and

WHEREAS, the used equipment has been identified that fits the specific needs of the City at a very
favorable price and may be sold before the City could complete a formal bidding process;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE
STEVENS, WASHINGTON AS FOLLOWS:

Section 1. RCW 39.04.280 authorizes the City Council to waive standard competitive bidding requirements for the purchase of equipment where "special market conditions" exist for procurement of the equipment. To the extent any bidding requirements apply to the purchase of the equipment, in light of findings of fact set forth herein, the City Council finds that special market conditions under RCW 39.04.280(b) exist and that all bidding requirements (if any) are hereby waived for the purchase of the specified equipment in Section 1.

Section 2. The City Council hereby finds the following facts relating to the special market conditions of the specified equipment:

- a) The provider, Snohomish County Public Utility District No.1, is willing to sell to the City of Lake Stevens (1) used 2008 Chevrolet 2500HD, (1) used 2007 Chevrolet 2500HD, and (1) used 2005 Chevrolet Blazer that would normally be offered for purchase.
- b) The 2008 Chevrolet 2500HD, 2007 Chevrolet 2500HD, and the 2005 Chevrolet Blazer are being offered at a very favorable price to the City of Lake Stevens.
- c) The equipment may be sold by the provider before the city could complete a formal bid process
- d) The vehicles are needed for a specific purpose and are suitable to the unique needs of the Lake Stevens Public Works Department. No other equipment has been found that meets the needs and budget of the city at this time.

Section 3. The purchase of (1) used 2008 Chevrolet 2500HD in the amount of \$5,250, (1) used 2007 Chevrolet 2500HD in the amount of \$5,250, and (1) used 2005 Chevrolet Blazer in the amount of \$2,500 is hereby approved.

PASSED by the City Council and APPROVED by the Mayor this 22nd day of August,
2017.

CITY OF LAKE STEVENS

John Spencer, Mayor

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

ATTEST:

Kathy Pugh, Deputy City Clerk



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** 22 August 2017

Subject: Lake Stevens Phosphorus Management – Implementation of Year 1 Alum Treatment

| | | | |
|---------------------------|--------------|----------------|-------------|
| Contact | Leah Everett | Budget | \$92,300.00 |
| Person/Department: | Public Works | Impact: | |

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign the Supplemental Agreement No. 1 for the Aluminum Sulfate Treatment Program to Aqua Technex for an amount of \$92,300.00 and authorize a management reserve of \$3,000.

SUMMARY/BACKGROUND: On the 28th January 2013, the City Council approved the Phosphorus Management Plan (Plan) which outlined how the City plans to continue to deal with the phosphorus loading in Lake Stevens. In the plan, it was proposed that an annual expenditure of \$100,000 would be budgeted for the Alum treatment. This amount is included in the 2017 budget.

In 2016, the City went out to bid and awarded a 4 year contract to Aqua Technex for a total bid amount of \$92,300.00 for the initial year (2017). Aqua Technex has been the consultant used for the treatment of the Milfoil Project in addition to the yearly alum treatment. The City has had very good experience with the service and results from Aqua Technex.

The City has been performing the Alum Treatment in coordination with Snohomish County. The County has been providing for testing and monitoring of the application and consultation with the City.

In conjunction with the Alum Treatment, education outreach to help gain support from the public on the importance of phosphorus management will be led by the Snohomish Conservation District under contract with the City. This action was included in the approved Phosphorus Management Plan.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$92,300.00 from the Alum budget line item. These funds consist of prior O&M and capital funds for the existing aerator system.

ATTACHMENTS:

- Exhibit A: Supplemental Agreement No. 1

EXHIBIT A

**SUPPLEMENTAL AGREEMENT NO. 1
TO
SMALL PUBLIC WORKS CONTRACT
FOR
CITY OF LAKE STEVENS
LAKE STEVENS ALUMINUM SULFATE TREATMENT PROGRAM**

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

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into a Contract for preparation of an application strategy plan and implementation for the treatment of Lake Stevens phosphorus loading through the application of aluminum sulfate (Alum), hereinafter called the "Project," said Agreement being dated 24th October 2016; and

WHEREAS, both parties desire to supplement said Contract, by repeating the Scope of Services of the original agreement for the first year's treatment of Alum and to amend the total amount payable for this Agreement,

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

Each and every provision of the Original Small Public Works Contract dated 24th October 2016, shall remain in full force and effect, except as modified in the following sections:

1. Article 1 of the Original Contract, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A1, attached hereto and by this reference made part of this Supplemental Agreement No. 1.

SUPPLIMENTAL Scope of Services 1

p:\public works\projects\2016 projects\16062 - alum treatment rfp\supplemental no. 1\8-10-17 - rpt - alum treatment year 1 supplemental.docx

2. Article 5 of the Original Contract "PAYMENT FOR PROJECT", Paragraph a. Total Contract Sum for Project, the first sentence is amended to include the additional fee of \$92,300.00 and shall read as follows: "...total Contract Sum not to exceed \$300,000.00..."

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

| | |
|--------------------------------------|---------------------|
| Original Contract | \$300,000.00 |
| Supplemental Agreement No.1 | \$92,300.00 |
| <hr/> | |
| <u>Grand Total Spent of Contract</u> | <u>\$92,300.00</u> |
| <u>Total Remaining of Contract</u> | <u>\$207,700.00</u> |

3. Scope of Work – schedule of work shall be performed per the Scope of Work as attached in Exhibit A1.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF LAKE STEVENS

AquaTechnex, LLC

By: _____
Mayor

By: _____
Its _____

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

Lake Stevens City Attorney

SUPPLIMENTAL Scope of Services 1

SCOPE OF WORK

Aluminum Sulfate (Alum) Treatment Program 2017-2020

Project: Lake Steven Aluminum Sulfate (Alum) Treatment Program

The City of Lake Stevens is seeking bids from contractors for the application of Alum for Lake Stevens.

Background

Lake Stevens is located in Snohomish County, directly east of Everett and is designated as a water of the State of Washington. The lake is 1,013 acres in surface area, has an estimated volume of 65,000 acre-ft, and approximately 200 acres of this being littoral zone. A Bathymetry map is included in Attachment A of this document. The water quality is considered good and clear. The shoreline is 7.1 miles and is developed with residential homes (approximately 425 parcels). There are 37 documented water rights on the lake. Approximately 80% of the shoreline is in the jurisdiction of the City of Lake Stevens with the balance in Snohomish County. There are two public boat access locations and five public parks on the shoreline.

In December 2012, Alum Treatments Analysis study was completed by Tetra Tech followed by a Phosphorus Management Plan. An application annual dosage of Alum at 0.18 mg Al/L was recommended. Copies of these two documents can be viewed on the City's web site at:

<http://www.ci.lake-stevens.wa.us/index.aspx?NID=383>

In 2013 the City performed the first Alum Treatment to the lake and continues this service once each year.

Project Approach

The project is planned to be performed in four phases:

- I. Development of Application Strategy Plan
- II. Pre- application pH balance testing of Lake by other (ie: County, City contracted service)
- III. Implementation of the Application Strategy Plan
- IV. Post-application pH testing by other

be no more than 3 calendar days except as otherwise authorized by the City.
Application is to take place only when the wind speed is less than 15 mph.

2. Liquid aluminum sulfate (alum as $\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$) will be applied to the lake surface or injected into the lake from a moving barge (boat). The barge (boat) position in the lake shall be located by a satellite guiding system (GPS) with computer integrated depth sonar to continuously adjust the flow of alum, based on changing lake depth and boat speed. All areas of the lake will be applied.
3. The Contractor must employ a treatment barge (boat) with on-board chemical storage tanks and applicator for even chemical distribution. The system of chemical distribution shall have a minimum application rate of 35,000 gallons per day.
4. The Contractor shall apply a full chemical allotment of liquid alum to the Lake. The effective dose of Alum to Lake Stevens shall be 0.18 mg Al/L and within the water column of the applicator influence zone.
5. The lake pH will be monitored with a multi-probe instrument by the Owner before treatment begins, and at one (1) hour following the application during each treatment day.
 - A. Work shall be suspended if the pH is consistently less than 6.0 (± 0.05) or greater than 8.7 (± 0.05) in the collected water samples for a minimum of one (1) consecutive day(s) or if ecological effects of the treatment are observed.
 - B. The threshold for re-starting treatment shall be greater than a pH between 6.2 and 8.4 (± 0.05) and an alkalinity of 20 mg/L (± 0.5 mg/L). Owner shall perform this testing.
 - C. The Owner will conduct a field test in a bucket or barrel prior to application initiation (0.5 to 48 hours) using alum at 0.18 mg Al/L to verify that treated water is above pH 6.0 after alum addition and mixing (0.25 to 0.5 hours after being dosed).
6. The Contractor shall apply the full chemical allotment of alum as defined above. If there is a remaining supply of chemical after the Contractor has applied the specified dose due to changes in lake bathymetry, the Contractor is responsible for applying the remaining amount of chemicals to the lake uniformly in areas exceeding 2 meters (6.5 feet) in depth. Note if at any time the pH of the lake water is less than 6, alum addition is to be immediately stopped until pH is greater than 6.2 and City's representative gives OK to proceed with application.
7. The Contractor shall submit the Application Log at the end of the day to the City.

Alternative Bid Item A – Additional Alum

This item is intended to be used to allow for additional Alum to be added to the application process when the Implementation –Base Application is occurring. Notification from the City will be provided in written format specifically stating the additional volume of Alum to be added to the total contract amount as shown in Bid Item 2. This includes the purchasing of the materials, handling and storage of equipment and materials, equipment and labor for preparation and application of 1,000 gallons of Alum, daily pH tests, any licenses fees, permitting fees, coordination with the City, and all other associated costs for the implementation of the application.

Payment shall be per 1,000 gallons.

| BI # | Description | Unit Cost | Unit | Sum |
|----------|---------------------------|-------------|--------|-------------|
| 1 | Application Strategy Plan | \$1200.00 | LS | \$1,200.00 |
| 2 | Implementation | \$89,900.00 | LS | \$89,900.00 |
| BASE BID | | | | \$ |
| A | Additional Alum | \$1,200.00 | 1k/gal | \$1,200.00 |

Note: All costs to include sales tax.

Signature of an Authorized Representative

The submitted Bid Proposal must be sealed and submitted to City Hall no later than 3:00 PM on 4th August 2016. Post marks do not count. The mailing address is POB 257, Lake Stevens, WA 98258-0257 or hand delivered at 1812 Main Street, Lake Stevens. The envelop needs to be labeled have a statement from the submitting company that says: "Aluminum Sulfate Treatment - Attention City Clerk"

Signature: _____

Date: _____

Name: _____

Title: _____



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda
Date:

August 22, 2017

Subject: Interlocal Agreement for Joint Development of Cavelero Park between Snohomish County and the City of Lake Stevens

| | | | |
|---------------------------|--|----------------|-------------|
| Contact | Jim Haugen, Parks & Rec. Coordinator | Budget | \$1,412,000 |
| Person/Department: | Russ Wright, Comm. Dev. Director Planning & Community Development | Impact: | |

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize Mayor Spencer to sign the Interlocal Agreement for Joint Development of Cavelero Park between Snohomish County and the City of Lake Stevens on behalf of the City of Lake Stevens after final review by the City Attorney.

SUMMARY/BACKGROUND: Starting in 2014, the County and City began working collaboratively through a public process to develop a Preferred Park Development Plan for Cavelero Park ("Park Plan"). That Park Plan was adopted by the City Council in 2014, and the City applied for and received a Washington State grant for \$500,000 for the implementation of the skate park as part of Phase 1.

The County and the City entered into a Letter of Understanding (LOU) to demonstrate each party's willingness to participate in and commit to the development of Cavelero Park. This LOU was signed by the County Executive and the Mayor of Lake Stevens (see EXHIBIT C of ILA).

Pursuant to this agreement and Chapter 39.34 RCW, the parties wish to continue with the development and implementation of the Park Plan. This will include allowing the City to participate financially in the costs associated with both design and construction of the park. The County will administer both the construction and design contracts and pay for a portion of each and the City will reimburse the County a portion of the construction and design costs utilizing both City funds and State grant funds.

The ILA for Joint Development of Cavelero Park between Snohomish County and the City of Lake Stevens was discussed at the Parks & Recreation Council Subcommittee and the Parks & Recreation Planning Board meetings on August 14, 2017.

APPLICABLE CITY POLICIES: This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW.

BUDGET IMPACT: \$250,000 Park Mitigation fees, \$1,162,000 Road Mitigation fees.

ATTACHMENTS:

- ▶ ILA for Joint Development of Cavelero Park between Snohomish County and the City of Lake Stevens.

INTERLOCAL AGREEMENT FOR JOINT DEVELOPMENT OF CAVALERO PARK

This INTERLOCAL AGREEMENT FOR JOINT DEVELOPMENT OF CAVALERO PARK (this “Agreement”), is made and entered into this ____ day of _____, 2017, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF LAKE STEVENS, a Washington municipal corporation (the “City”), pursuant to Chapter 39.34 RCW.

RECITALS

A. The 2007 Comprehensive Parks and Recreation Plan, a component of the Snohomish County Growth Management Act Comprehensive Plan, has documented a County-wide need for community parks, open space, and natural area parks accessible to the general public.

B. The County Executive and the County Council have determined that it is consistent with the Comprehensive Parks and Recreation Plan and is in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity.

C. The County owns real property commonly known as Cavalero Park (the “Park”), located within the City limits of the City of Lake Stevens along 20th Street SE, and as legally described in EXHIBIT A attached hereto and incorporated herein by this reference. The Park property includes any and all buildings, structures, landscaping, driveways, private roadways, parking lots and other improvements now or hereafter constructed or located on or at the Park.

D. Starting in 2014, The County and City worked collaboratively through a public process to develop a Preferred Park Development Plan for Cavalero Park (“Park Plan”). That Park Plan was adopted by the City’s Council in 2014, and the City applied for and received a Washington State grant for \$500,000 for the implementation of the skate park as part of the Phase 1 development. EXHIBIT C, attached hereto and incorporated by reference, shows the Park Plan and identifies the phasing for its implementation.

E. The County and the City entered into a Letter of Understanding (LOU) to demonstrate each party’s willingness to endeavor to participate in and commit to the development of Cavalero Park. This LOU was signed by the County Executive and the Mayor of Lake Stevens (see EXHIBIT D, attached hereto and incorporated herein by this reference).

F. Pursuant to this Agreement and Chapter 39.34 RCW, the parties wish to continue with the development and implementation of the Park Plan. This will include allowing the City to participate financially in the costs associated with both design and construction of the park. The County will administer both the construction and design

contracts and pay for a portion of each, and the City will reimburse the County a portion of the construction and design costs utilizing both City funds and State grant funds. The parties financial obligations are set forth in EXHIBIT B, incorporated herein by this reference.

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. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to implement the Phase 1 of the Park Plan, as identified above and on EXHIBIT C, and to define the responsibilities of the County and the City as they relate to the joint development of Cavalero Park.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website (the "Effective Date"). This Agreement shall remain in effect for five (5) years following the Effective Date, unless earlier terminated pursuant to the provisions of Section 15 below, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to one (1) additional five (5) year term, at the sole discretion of the County, by written notice from the County to the City, PROVIDED, FURTHER, that each party's obligations after December 31, 2017, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Russ Bosanko, Division Manager
Snohomish County Parks and
Recreation Department
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6602 phone
(425) 388-6645 facsimile
russ.bosanko@snoco.org

City's Initial Administrator:

Russell Wright
Community Development Director
1812 Main Street, P.O. Box 257
Lake Stevens, WA 98258-0257
(425)212-3315
phonerwright@lakestevenswa.gov

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

4. Responsibilities of the County.

4.1 Phase 1 of the Park Plan, design contract with Grindline Skateparks, Inc. The County shall pay for the base contract with Grindline Skateparks, Inc. for the design of a skate park at Cavalero Park. The amount of the base contract is \$99,226.00 which was approved by Snohomish County Council by MOTION NO. 16-146.

4.2 Phase 1 design contract amendments with Grindlines Skateparks, Inc. The County also agrees to pay for all contract amendments, subject to legislative appropriation of necessary funds, necessary for the completion of the engineering and design portion of Phase 1 of the Park Plan, except for those associated with engineering for the parking lot or entrance road, which shall be the responsibility of the City per 5.1, below. The specific scope of work, associated fees and arrangements for contract amendments and reimbursement by the City of any contract amendment will be agreed upon, by both parties, in writing prior to authorization of this additional work.

4.3 Phase 1 construction permitting. The County shall produce, through their contractor/consultant, necessary documents required to support their permit application(s) to the City of Lake Stevens, for Phase 1 construction. The County will also pay for any permit fees associated with the Phase 1 permit application. The County will prepare and release the SEPA determination.

4.4 Phase 1 construction contract. The County shall enter into a contract with a contractor to implement Phase 1 of the Park Plan. The County shall pay up to the amount identified in EXHIBIT B.

5. Responsibilities of the City.

5.1 Phase 1 design contract amendments with Grindlines Skateparks, Inc. The City shall reimburse the County for amendments to the base contract with Grindline Skateparks, Inc., related to engineering and design of the parking lot and entrance road. The specific scope of work, associated fees and arrangements for reimbursement for all

contract amendments for which the City takes responsibility will be agreed upon, by both parties, in writing prior to authorization of the additional work. Any reimbursement for agreed-upon amendment(s) will be made to the County within 30 days of notification of billing.

5.2 Phase 1 construction permitting. The City shall review the permit applications for phase 1 construction. The City, at their discretion may choose to waive any, all, or no permit fees associated with the development of Phase 1 of Cavalero Park.

5.3 Phase 1 construction. The City shall pay up to the amount outlined in EXHIBIT B and agreed to as the City's responsibility. The payment shall be made to the County as reimbursement payment and shall be made within 30 days of billing.

5.4 Phase 1 road construction. The City shall pay for all expenses related to the construction of the access road, 79th Ave SE. The payment shall be made to the County as reimbursement payment and shall be made within 30 days of billing.

6. Joint Responsibilities.

6.1 Annual Meetings. The parties shall meet as needed and at least annually to exchange, review and discuss policies, development plans, construction schedules and other issues related to the development of Phase 1 of the Park Plan as well as to ensure that both parties are performing satisfactorily under this Agreement.

6.2 Media Outreach. The parties shall work together and coordinate all media outreach, requests for interviews, and media events relating to activities at the Park.

7. Alterations and Improvements.

7.1 Consent by the County. The City may not make additions, changes, alterations, or improvements to the Park, or park design (beyond those identified in the Park Plan) without first obtaining the prior written consent of the County. The City shall provide the County with detailed plans and specifications detailing any proposed alterations. Should the County consent to any proposed alterations, such consent shall not be deemed a representation or warranty as to the adequacy of the architectural design or plans for such alterations, and the County hereby expressly disclaims any responsibility or liability for same. The County shall have no obligation whatsoever to make any alterations to the Park now or at any time in the future.

7.2 Alterations by City. All Alterations shall be performed: (a) at the City's sole cost and expense unless otherwise agreed to by the parties; (b) in a good and workmanlike manner, with all materials used being of a quality at least as good as those already in use on the Park; (c) in accordance with plans and specifications approved by the County pursuant to Section 7.1; and (d) in compliance with all applicable laws, including but not limited to those related to prevailing wages (see RCW 39.12), retainage (see RCW 60.28), bonding (see RCW 39.08), use of licensed contractors (see RCW 39.06), and

competitive bidding (see RCW 36.32 and RCW 35.21.278), and all applicable codes and regulations. In addition, the County may require that any or all alterations be performed under the County's supervision; provided that any such supervision by the County shall not be deemed a representation or warranty as to the adequacy of the design, workmanship, quality of materials, or construction of the alterations at issue, and the County hereby expressly disclaims any responsibility or liability for same.

7.3 Disposition of Alterations at Termination. Upon the expiration or earlier termination of this Agreement, all fixed alterations shall remain in and be surrendered with the Park as a part thereof, unless, with respect to any alteration, the County specifies in its consent to the construction of such alteration that such alteration must be removed prior to surrender, in which case the City shall, prior to surrender, remove the alteration in question and repair any damage to the Park caused by such removal.

7.4 Liens. The City shall keep the Park free from any liens arising out of work performed for, materials furnished to, or obligations incurred by, or on behalf of, the City. Any construction liens filed against the Park for work claimed to have been furnished to the City will be discharged by the City, by bond or otherwise, within ten (10) days after the filing of the claim or lien, at the City's sole cost and expense. Should the City fail to discharge any such construction lien, the County may at its election pay that claim or post a bond or otherwise provide security to eliminate the lien as a claim against title and the cost to the County shall be immediately due and payable by the City. The City shall indemnify and hold the County harmless from and against any liability arising from any such lien

7.5 Independent Contractor. The City will perform all work associated with alterations to the Phase 1 Park Development Plan for Cavalero Park as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

8. Indemnification/Hold Harmless.

8.1. Indemnification/Hold Harmless.

The City shall assume the risk of, be liable for, and pay all damage, loss, costs, and expense of any party arising out of alterations to the Phase 1 Park Plan for Cavalero Park. The City shall hold harmless, indemnify, and defend the County, its officers, elected and appointed officials, employees, and agents from and against all claims, losses, suits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business, and/or any death, injury, or disability to or of any person or party, including, but not limited to, any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the Park or the performance of this Agreement, or any act, error, or omission of the City, the City's employees, agents, and subcontractors, whether by negligence or otherwise. It is specifically and expressly

understood that the indemnification provided in this Agreement constitutes the City's waiver of immunity under the state industrial insurance laws, Title 51 RCW, solely for the purpose of this indemnification. The City agrees that this waiver has been mutually negotiated.

8.2 Liability Related to Town Ordinances, Policies, Rules and Regulations.

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.

9. Insurance.

9.1 City's Insurance Obligation. Upon execution of this Agreement, the City, at its own cost, shall have procured and will maintain for the duration of this Agreement, insurance as specified in Section 9.2 below, the Minimum Scope and Limits of Insurance. Each insurance policy shall be written on an "occurrence" form unless otherwise approved by the County. The City's maintenance of insurance through a qualified Risk Pool is acceptable to the County. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this Section shall affect and/or alter the application of any other provision contained within this Agreement.

9.2 Minimum Scope and Limits of Insurance. The City shall maintain limits no less than:

- (a) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition.
- (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1, unless otherwise approved by County Risk Management.
- (c) Workers' Compensation: Statutory requirements of the State of residency.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the City under this Agreement. The City shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

9.3 Other Insurance Provisions and Requirements. The insurance coverage(s) required in this Agreement are to contain, or be endorsed to contain the following provisions:

- (a) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of or in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. The Additional Insured Endorsement shall be included with the certificate of insurance, CG 20 26 or its equivalent is required.
- (b) The City's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- (c) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the City's liability to the County and shall be the sole responsibility of the City.
- (d) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after thirty (30) calendar days' prior written notice to the County.
- (e) Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

9.4 Documentation of Insurance Requirements. The City shall furnish the County with certificates of insurance and endorsements required by this Agreement. The County reserves the right to require complete, certified copies of all required insurance policies at any time. If at any time any of the policies described in this Section fail to meet minimum requirements, the City shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

9.5 Insurance Review. In consideration of the duration of this Agreement, the parties agree that this Section, at the discretion of the County Risk Manager, may be reviewed and adjusted with each amendment and within ninety (90) days of the end of the first five (5) year period of the Agreement and the end of each successive five (5) year period thereafter. Any adjustments made as determined by the County Risk Manager, shall be in accordance with reasonably prudent risk management practices and insurance industry standards and shall be effective on the first day of each successive five (5) year period. Adjustment, if any, in insurance premium(s) shall be the responsibility of the City. Any failure by the County to exercise the right to review and adjust at any of the aforementioned timings shall not constitute a waiver of future review and adjustment timings.

10. 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.

11. Default and Remedies.

11.1 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 twenty (20) 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 twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

12. Early Termination.

12.1 180 Days' Notice. Except as provided additionally or otherwise herein, either party may terminate this Agreement at any time, with or without cause, upon not less than one hundred eighty (180) days advance written notice to the other party, PROVIDED, HOWEVER, that the County may terminate this Agreement immediately if, in the County's sole discretion, immediate termination is necessary to protect the public health, safety or welfare. A termination notice given under this Section shall specify the date on which the Agreement shall terminate.

12.2 Lack of Funding. 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 after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.3 Termination for Breach. In the event that the City commits a Default as described in Section 14, the County may terminate this Agreement immediately by delivering written notice to the City.

12.4 Termination upon Change of Ownership. Upon a change of ownership of the Park, this Agreement shall terminate immediately.

13. 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 may be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful or if a party waives mediation, 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.

14. 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 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Nondiscrimination.

It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The City shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the City of the City's compliance with the requirements of Chapter 2.460 SCC. If the City is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the City's obligations under other federal, state, or local laws against discrimination.

16. Miscellaneous.

16.1 Entire Agreement; Amendment. 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.

16.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached EXHIBITS or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

16.3 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. 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.

16.4 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.

16.5 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.

16.6 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.

16.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by the City without the express written consent of the County, which may be granted or withheld at the County'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.

16.8 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.

16.9 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.

16.10 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

16.11 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.

16.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the Town and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

16.13 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 executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

CITY:

City of LAKE STEVENS, a Washington
municipal corporation

By _____
Name: Dave Somers
Title: Executive

By _____
Name: John Spencer
Title: Mayor

Approved as to Form:

Deputy Prosecuting Attorney

Approved as to Form:

City Attorney

EXHIBIT A
Legal Description of Cavalero Park

(PER CHICAGO TITLE INSURANCE COMPANY TITLE REPORT CERTIFICATE
NUMBER 500012462 DATED APRIL 9, 2014.)

PARCEL A:

THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 29 NORTH, RANGE 5 EAST OF
THE WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON;
EXCEPT THE NORTH 30 FEET; AND
EXCEPT THE EAST 20 FEET THEREOF.

PARCEL B:

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF
THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 29 NORTH, RANGE 5 EAST
OF THE WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL C:

THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 29 NORTH, RANGE 5 EAST OF
THE WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON;
EXCEPT THE EAST 150 FEET OF THE NORTH HALF THEREOF;
ALSO EXCEPT THE NORTH 30 FEET THEREOF FOR ROAD;
ALSO EXCEPT THE WEST 60 FEET OF THE EAST 210 FEET OF THE NORTH 244 FEET
OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST
QUARTER OF SAID SECTION 26, TOWNSHIP 29 NORTH, RANGE 5 EAST OF THE
WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON;
(BEING A PORTION OF PARCEL B OF SHORT PLAT NO. SP180(5-76) RECORDED
UNDER RECORDING NO. 7610080283, RECORDS OF
SNOHOMISH COUNTY, WASHINGTON.)

PARCEL D:

THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 29 NORTH, RANGE 5 EAST OF
THE WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON;
EXCEPT THE NORTH 30 FEET THEREOF FOR ROAD;
ALSO EXCEPT THAT PORTION THEREOF CONDEMNED BY THE STATE OF
WASHINGTON IN DECREE OF APPROPRIATION ENTERED UNDER SNOHOMISH
COUNTY SUPERIOR COURT CAUSE NO. 102688.
(BEING A PORTION OF PARCEL B OF SHORT PLAT NO. SP180(5-76) RECORDED
UNDER RECORDING NO. 7610080283, RECORDS OF SNOHOMISH COUNTY,
WASHINGTON.)

PARCEL E:

WEST HALF OF THE NORTHEAST QUARTER OF NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 29 NORTH, RANGE 5 EAST OF
THE WILLAMETTE MERIDIAN, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
EXCEPT THE NORTH 30 FEET FOR ROAD.

PARCEL F:

THE EAST 150 FEET OF THE NORTH HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 29 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,
EXCEPT THE NORTH 184 FEET THEREOF;
AND ALSO THE WEST 60 FEET OF THE EAST 210 FEET OF THE NORTH 244 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26.
EXCEPT THE NORTH 30 FEET FOR ROAD.

PARCEL G:

THE EAST 150 FEET OF THE NORTH 184 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
EXCEPT THE NORTH 30 FEET FOR ROAD.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

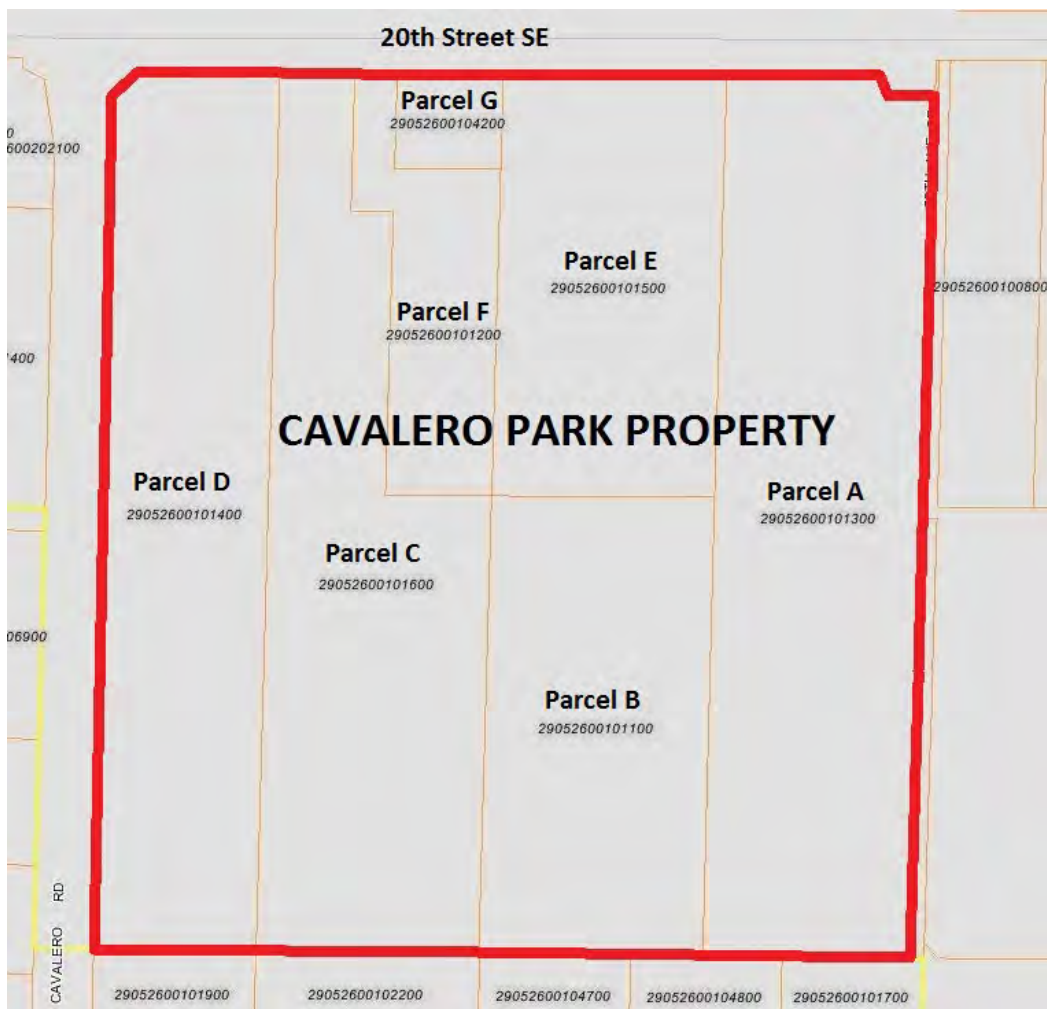


EXHIBIT B

Phase One Cavalero Park Development, agreement of financial commitment:

1. Snohomish County

| Money | County | City | Other | Total |
|-------------------|-----------|---------------------------|---|-------------|
| Committed 2015 | \$250,000 | \$250,000 | \$485,000 State Grant Rotary \$21,888 Club | \$990,000 |
| Committed 2016 | \$290,000 | | | |
| Committed 2017 | \$232,000 | \$42,675* | (site engineering) | |
| Committed 2018 | \$46,801 | \$1,079,325** \$40,000 | (road construction) | |
| Total | \$818,801 | \$1,412,000 | \$506,888 | \$2,737,689 |

| Committed Expenses: | County | City |
|------------------------|-----------|-----------------------------|
| Phase 1 design | \$99,226 | |
| Amend. #1 | \$4,500 | |
| Amend. #2 | | \$42,675 (site engineering) |
| Total | \$103,726 | \$42,675 |

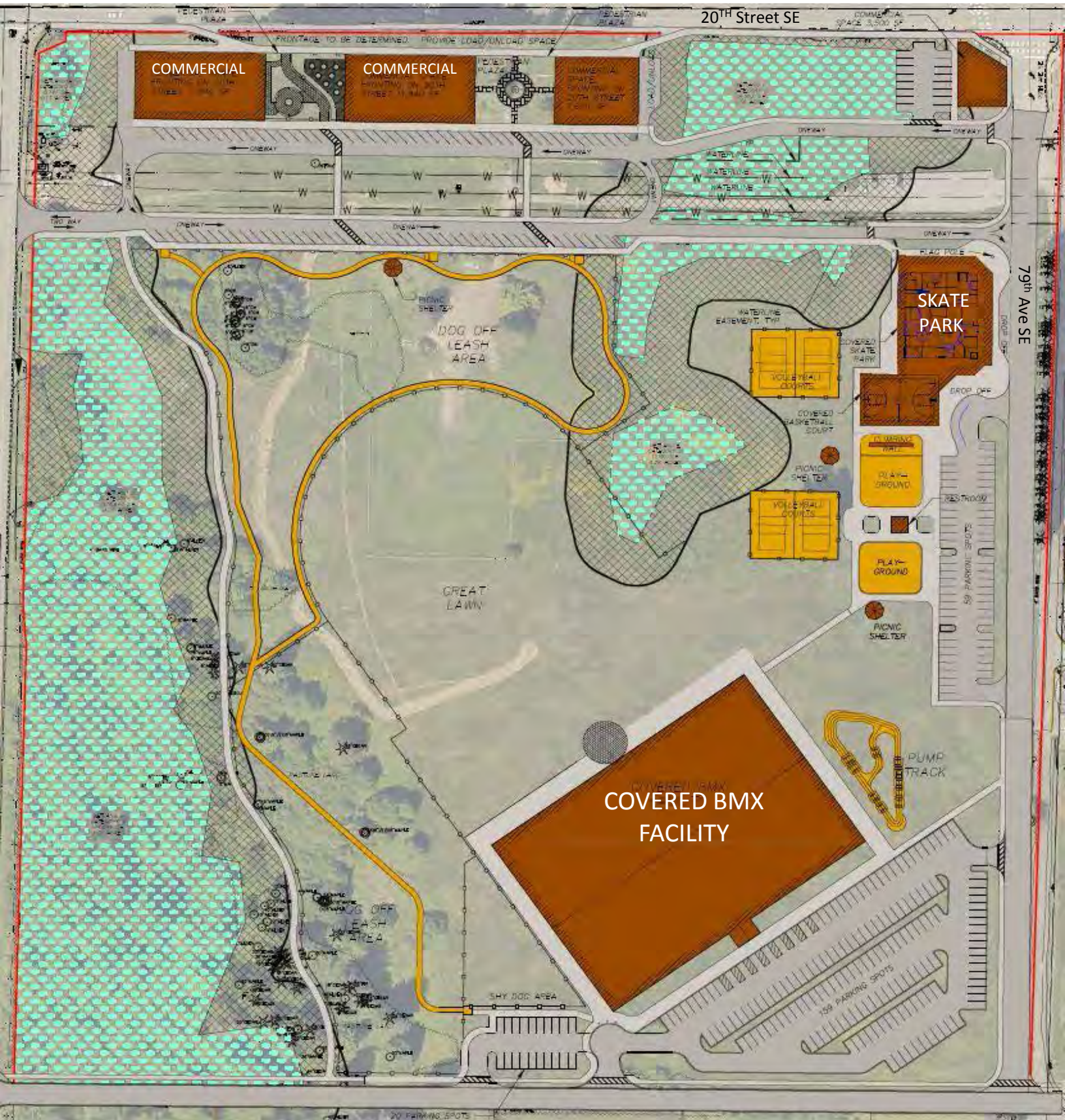
* The City has committed to pay all necessary fees for the design and engineering of the parking lot

** The City has committed to pay all necessary fees for the design, engineering and construction of the entrance road

EXHIBIT C

City of Lake Stevens
City Council Workshop & Regular Meeting 8-22-2017
Page 164

Cavalero Park, Preferred Park Development Plan and Phasing Plan



CAVALERO PARK Preferred Park Development Plan

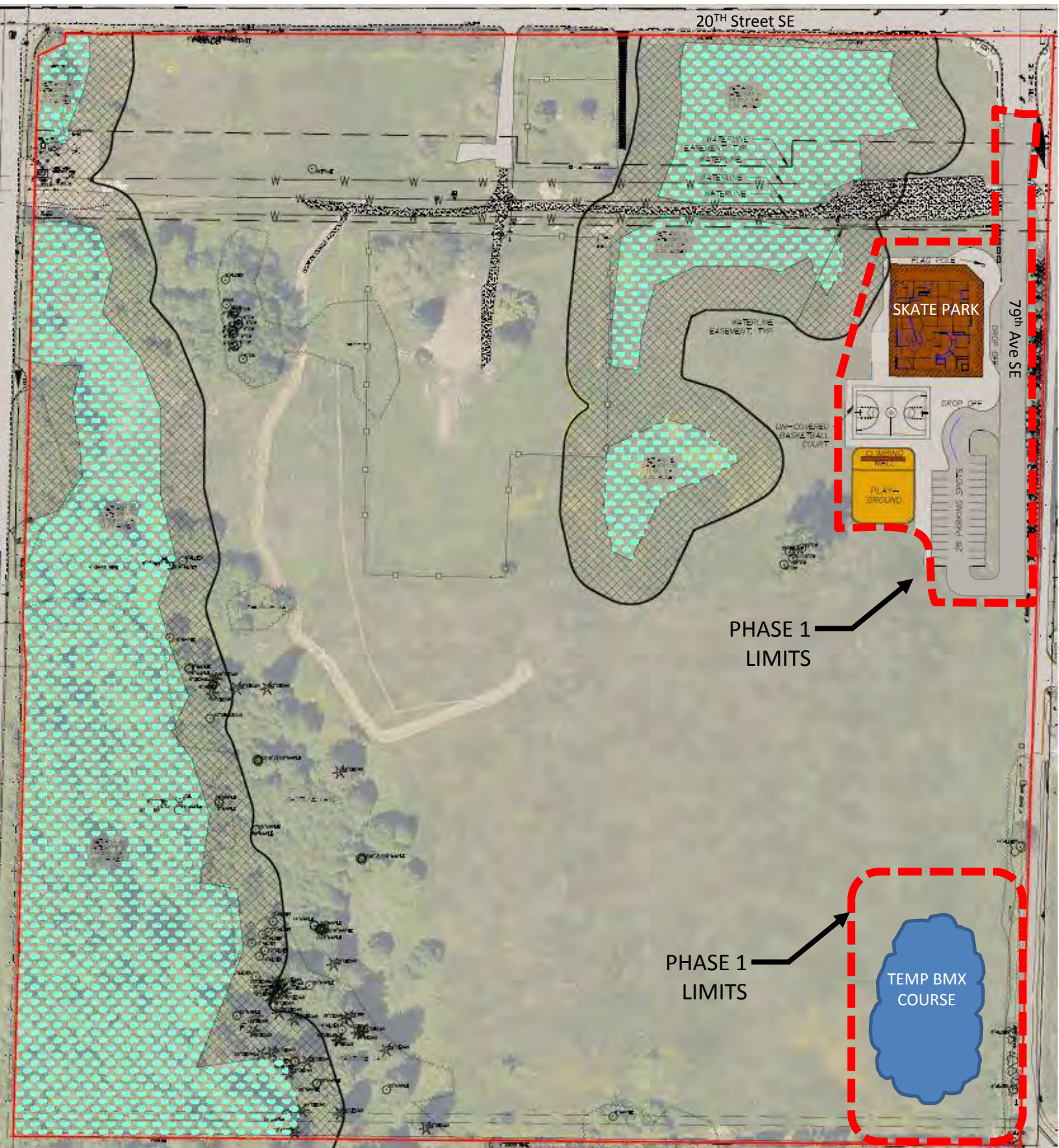
*ALL PLANS SUBJECT TO
COUNTY COUNCIL REVIEW
AND AVAILABLE BUDGET

C-1



NORTH

Cavalero Park, Preferred Park Development Plan, Phase 1



PHASE 1
LIMITS

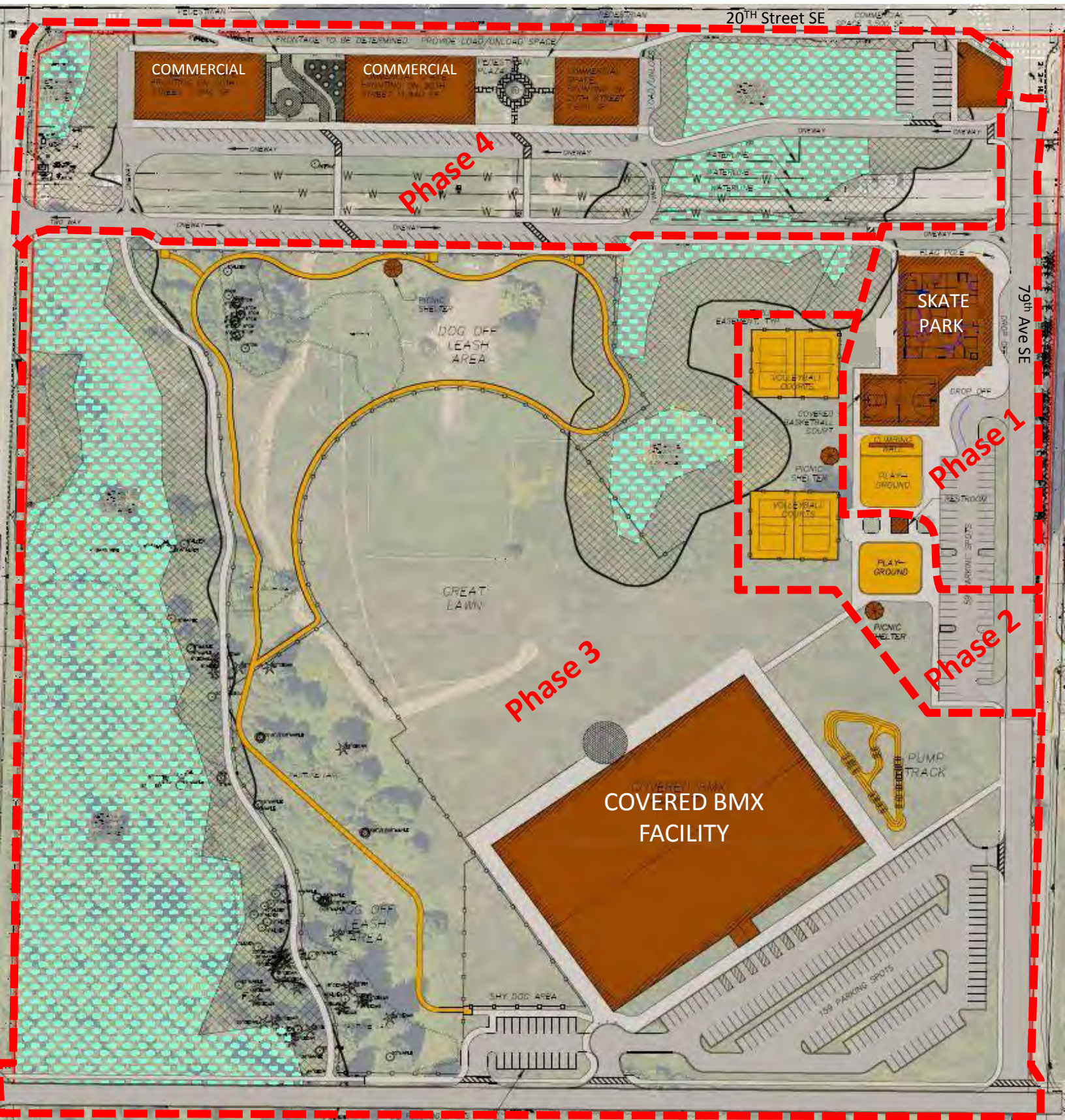
PHASE 1
LIMITS

TEMP BMX
COURSE

CAVALERO PARK Preferred Park Development Plan

*ALL PLANS SUBJECT TO
COUNTY COUNCIL REVIEW
AND AVAILABLE BUDGET





*ALL PLANS SUBJECT TO
COUNTY COUNCIL REVIEW
AND AVAILABLE BUDGET

CAVALERO PARK Preferred Park Development Plan – Phasing Plan



EXHIBIT D

LETTER OF UNDERSTANDING CAVALERO PARK

This LETTER OF UNDERSTANDING (LOU) is made and entered into by and between Snohomish County, hereinafter referred to as the "County" and the City of Lake Stevens, hereinafter referred to as the "City", regarding the cooperative partnership and mutual commitment to the development of Cavalero Park.

PURPOSE

It is the purpose of this LOU to state the intent and the commitment of the County and the City to work in a full cooperative working relationship for the development of a public regional park located within the City's limits on land under the ownership of the County. This intent and commitment includes working with the public, committing financial support, seeking grant funding opportunities, development of designs, support in construction implementation, staff support, and discussion of possible future transfer of ownership from the County to the City.

RESPONSIBILITIES

The County intends to:

1. Provide one County staff representative to liaison with the City.
2. Act in the role of lead for public outreach, design development, and construction.
3. Coordinate with County elected officials
4. Commit to financial contribution as agreed upon between the County and the City as identified in a fully executed Interlocal Agreement (ILA).
5. Commit staff resources toward the design and construction and ongoing maintenance of Cavalero Park.
6. Provide administrative tracking on costs
7. Work in open communication with the City through the process.

The City intends to:

1. Provide one City staff representative to liaison with the County.
2. Act in the role of support for public outreach, design development, and construction.
3. Provide timely review of building and site development permits (as the permitting agency)
4. Coordinate with City elected officials
5. Commit to financial contribution as agreed upon between the County and the City as identified in a fully executed Inter-local Agreement (ILA).
6. Commit staff resources toward the design and construction and ongoing maintenance of Cavalero Park.
7. Provide setup locations for public meetings

8. Work in open communication with the County through the process.

RELATIONSHIPS

Nothing contained in this agreement shall establish an employee-employer relationship between the County and the City. The County and City are solely responsible for the conduct and supervision of participants and staff.

Nothing in this LOU is intended, by either party, to create a binding contract with any mandatory obligations.

DURATION

This LOU will commence on the date of execution and extend through December 2020

TERMINATION

Either party may terminate this LOU with or without cause at any time by giving at least thirty (30) days written notice to the other party.

ENTIRE UNDERSTANDING

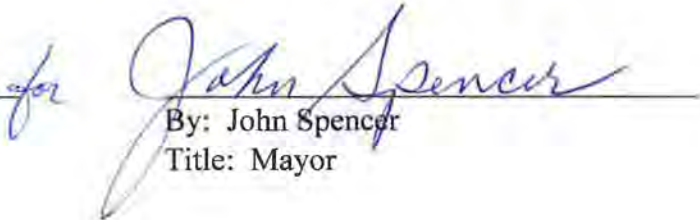
This LOU shall constitute the entire understanding of the parties.

SNOHOMISH COUNTY

CITY OF LAKE STEVENS

A handwritten signature in blue ink, appearing to read "Dave Somers", written over a horizontal line.

By: Dave Somers
Title: County Executive

A handwritten signature in blue ink, appearing to read "John Spencer", written over a horizontal line. To the left of the signature is the word "for" written in blue ink.

By: John Spencer
Title: Mayor



LAKE STEVENS CITY COUNCIL
STAFF REPORT

**Council Agenda
Date:**

August 22, 2017

Subject: Ordinance No. 1000 amending the Lake Stevens Municipal Code (LSMC)

| | | | |
|---------------------------|--------------------------------------|----------------|-------------|
| Contact | Jim Haugen, Parks & Rec. Coordinator | Budget | Minimal, |
| Person/Department: | Russ Wright, Comm. Dev. Director | Impact: | new signage |
| | Planning & Community Development | | |

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Ordinance No. 1000 amending the LSMC 10.03.020 entitled “Definitions,” adding a new section 10.03.157 entitled “Vaping Prohibited,” establishing an effective date, providing for summary publication and providing severability.

SUMMARY/BACKGROUND: LSMC 10.03.155 Smoking and Tobacco Use Prohibited states smoking and tobacco use are prohibited in all City parks under the control and jurisdiction of the City. (Ord. 821, Sec. 2, 2009; Ord. 771, Sec. 1, 2008). With the recent development of Vaping products and with the information provided below, we are recommending approval of this ordinance to update our existing Smoking and Tobacco use code.

The **U.S. Department of Health and Human Services Centers for Disease Control and Prevention (CDC)** published the following Major Conclusions from the *2016 Surgeon General's Report: E-Cigarette Use Among Youth and Young Adults*;

1. E-cigarettes are a rapidly emerging and diversified product class. These devices typically deliver nicotine, flavorings, and other additives to users via an inhaled aerosol.
2. E-cigarette use among youth and young adults has become a public health concern. In 2014, current use of e-cigarettes by young adults 18–24 years of age surpassed that of adults 25 years of age and older.
3. E-cigarettes are now the most commonly used tobacco product among youth, surpassing conventional cigarettes in 2014. E-cigarette use is strongly associated with the use of other tobacco products among youth and young adults, including combustible tobacco products.
4. The use of products containing nicotine poses dangers to youth, pregnant women, and fetuses. The use of products containing nicotine in any form among youth, including in e-cigarettes, is unsafe.
5. E-cigarette aerosol is not harmless. It can contain harmful and potentially harmful constituents, including nicotine. Nicotine exposure during adolescence can cause addiction and can harm the developing adolescent brain.
6. E-cigarettes are marketed by promoting flavors and using a wide variety of media channels and approaches that have been used in the past for marketing conventional tobacco products to youth and young adults.
7. Action can be taken at the national, state, local, tribal, and territorial levels to address e-cigarette use among youth and young adults. Actions could include incorporating e-cigarettes into smokefree policies, preventing access to e-cigarettes by youth, price and tax policies, retail licensure, regulation of e-cigarette marketing likely to attract youth, and educational initiatives targeting youth and young adults.

Snohomish County became the 5th county in the state to pass a law prohibiting vaping in public places, which went into effect on December 10, 2015

In the fall of 2015 (with amendments in the spring of 2016), the Snohomish Health Department Board of Health approved a Vapor Devices ordinance meant to prohibit vaping in public places.

Local Government Regulation of Vapor Products

ESSB 6328 provides that local governments may regulate use of vapor products in outdoor public places where children congregate, such as schools, playgrounds and parks. State law already bans their use at:

- Outdoor areas of school property.
- On playgrounds from sunrise to sunset, when at least one person under 12 is present.
- Any outdoor property of a child care facility, except when no child enrolled is present.

The Lake Stevens Park Board reviewed the proposal on June 12, 2017 and recommended approval. The Parks Subcommittee has reviewed the proposal on June 12, 2017 and recommended approval by the entire Council.

APPLICABLE CITY POLICIES: LSMC 1.04.010 Title and Adoption. The codification of the Ordinances of the City of Lake Stevens of a general, public or permanent nature, as contained and set forth in a printed copy thereof on file in the office of the City Clerk entitled the “Lake Stevens Municipal Code”, is adopted as the Municipal Code of the City of Lake Stevens as provided by **RCW 35.21.520 through RCW 35.21.570**. (Ord. 219, Sec. 1, 1982)

Revised Code of Washington (RCW) 35.21.540 Compilation, codification, revision of city or town ordinances—Legislative body may amend, adopt, or reject adopting ordinance—When official code. After the hearing, the legislative body may amend, adopt, or reject the adopting ordinance in the same manner in which it is empowered to act in the case of other ordinances. Upon the enactment of such adopting ordinance, the codification shall be the official code of ordinances of the city or town.

LSMC 1.04.030 Purpose. This code is enacted as an exercise of the Police power of the City of Lake Stevens to protect and preserve the public peace, health, safety and welfare, and its provisions shall be liberally construed for the accomplishment of these purposes. (Ord. 219, Sec. 3, 1982)

It is expressly the purpose of this Code to provide for and promote the health, safety and welfare of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Code. (Ord. 219, Sec. 4, 1982)

BUDGET IMPACT: Minimal impact. New signage will be purchased to install in our Parks and related areas.

ATTACHMENTS:

- Exhibit A: Ordinance No. 1000

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

ORDINANCE NO. 1000

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON AMENDING LAKE STEVENS MUNICIPAL CODE (LSMC) SECTION 10.03.020 ENTITLED “DEFINITIONS”; ADDING A NEW SECTION 10.03.157 ENTITLED “VAPING PROHIBITED”; ESTABLISHING AN EFFECTIVE DATE; PROVIDING FOR SUMMARY PUBLICATION, AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of Lake Stevens owns, operates and manages a number of public parks and outdoor recreation facilities within the City; and

WHEREAS, the City has the authority to regulate conduct within public parks in the City, and has enacted such regulations in LSMC 10.03; and

WHEREAS, the Washington State Legislature has recognized evidence of the negative impacts on public health posed by environmental smoke in public places, and enacted Chapter 70.160 RCW, which prohibits smoking in public buildings, including public restrooms; and

WHEREAS, the people of Washington State recognized the increasing evidence of the negative impacts on public health resulting from environmental smoke in public places, and the voters passed Initiative No. 901, revising Chapter 70.160 RCW to further protect the public from hazardous smoke; and

WHEREAS, the Washington State Legislature enacted Chapter 70.345 RCW, which concerns the sale and marketing of vapor products and prohibits the use of vapor products near schools and child care facilities; and

WHEREAS, the Snohomish County Health District, as the local health jurisdiction for Snohomish County, diligently implements and enforces Chapter 70.160 RCW, and has authority to enact local rules and regulations as necessary to promote and improve public health within its jurisdiction (Snohomish County); and

WHEREAS, The Snohomish County Health District’s Board of Health determined that changes in laws and technology regarding smoking practices and products required clarification to Chapter 70.160 RCW, and therefore on November 10, 2014, the Board adopted Chapter 14 of the Snohomish Health District Sanitary Code, restricting the use, sale and availability of vapor (electronic smoking) devices; and

WHEREAS, the Snohomish Health District Sanitary Code Chapter 14 recognizes chemical ingredients used in vapor products, based on scientific analysis by the United States Food and Drug Administration, shows vapor products release fine and ultrafine particles of solvents, flavorings, and chemical byproducts produced in the heating process that can include carcinogens, heavy metals, and other hazardous chemicals. Adverse health consequences may result from direct or passive exposure of potentially harmful chemicals, especially in vulnerable populations including children, pregnant women, and individuals with compromised lung function; and

WHEREAS, the City’s public parks and outdoor recreation facilities are intended for the healthy enjoyment of all citizens; and

WHEREAS, the City's public parks, playgrounds and ball fields are appropriate venues for the promotion of healthy lifestyles, and allowing smoking of any type at these venues can send a conflicting message to children, youth and adults that the use of tobacco and vaping products is consistent with a healthy lifestyle; and

WHEREAS, studies have shown that children and youth that are exposed to smoking and other tobacco use are more likely to smoke when they get older; and

WHEREAS, studies have shown conclusively that secondhand smoke can cause significant adverse health consequences and is a carcinogen for non-smokers, and generally poses a health risk to children and animals; and

WHEREAS, the Surgeon General has concluded that there is no safe level of exposure to secondhand smoke, and that the negative consequences associated with exposure to secondhand smoke include increased risk of blood clots, heart attack, asthma, respiratory problems, and eye and nasal irritation; and

WHEREAS, smoking and other tobacco use in the City's public parks has resulted in the litter of cigarette butts, cigar butts and other tobacco-related waste products; and

WHEREAS, in 2008 the Lake Stevens City Council adopted Ordinance No. 771 Prohibiting smoking and tobacco use in City parks, adopting a new Lake Stevens Municipal Code Section 10.03.155 to codify the prohibition on tobacco use, amending Ordinance No. 491 and Lake Stevens Municipal Code Section 10.03.020 to define smoking and tobacco use, and amending Ordinance Nos. 604 and 491 and Lake Stevens Municipal Code Section 10.03.270 to revise the monetary penalties for violations of Lake Stevens Municipal Code Chapter 10.03, Park Regulations; and

WHEREAS, the City Council has determined that it is in the best interests of the public health, safety, and property, and the general welfare of the community, to clarify that the prohibition on the use of tobacco products in the City's public parks includes vaping and the use of electronic smoking devices; now, therefore,

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

Section 1. Section 10.03.020 of the Lake Stevens Municipal Code is amended to read as follows:

10.03.020 Definitions.

The terms used, unless clearly contrary to or inconsistent with the context in which used, shall be construed as follows:

- (a) "Department" means the City of Lake Stevens Planning and Community Development Department.
- (b) "Director" means the Director of the Planning and Community Development Department for the City of Lake Stevens, or his or her designee.
- (c) Event. Refer to Chapter 14.08.
- (d) Event Permit. Refer to Chapter 14.08.

(e) “Park” means a site designed, developed or designated by the City for recreational use or activities by the public including, but not limited to:

(1) Indoor facilities, such as:

- (i) Gymnasiums;
- (ii) Swimming pools; or
- (iii) Community and activity centers; and

(2) Outdoor facilities, such as:

- (i) Sport fields;
- (ii) Playgrounds;
- (iii) Skate parks;
- (iv) Docks, piers, boardwalks and fishing areas;
- (v) Swim and beach areas;
- (vi) Boat launches and marinas;
- (vii) Parking lots; or
- (viii) Gazebos, picnic shelters and related outdoor activity areas; and

(3) Areas and trails for:

- (i) Pedestrians;
- (ii) Bicyclists; or
- (iii) Dogs or equestrians; and

(4) Any other public property or facility that the City has designed, identified or designated for recreational use or activities.

(f) Park Permit. A park permit is required for any activity, assembly, gathering, meeting or other organized activity, of more than 50 but less than 100 persons, held in a City park, public property or facility, and that is not likely to cause a significant impact on the park, public property or facility or other property or facility users and the general public. Park permits are issued for events such as family reunions, birthday parties and other small group or organization meetings.

(g) “Person” means all natural persons, firms, partnerships, corporations, clubs, and all associations or combinations of persons whenever acting for themselves or by an agent, servant, or employee.

(h) “Smoking and tobacco use” means the carrying or smoking of any kind of lighted tobacco-containing pipe, cigarette, cigar, or the carrying or smoking of any other lighted smoking equipment using tobacco and any other chewing, tasting or ingesting of tobacco products.

(i) “Vape” or “Vaping” means the use of a vapor product, or inhaling of vapor or aerosol from a vapor product.

(j) “Vapor product” means any (a) Device that employs a battery or other mechanism to heat a solution or substance to produce a vapor or aerosol intended for inhalation; (b) cartridge or container of a solution or substance intended to be used with or in such a device or to refill such a device; or (c) solution or substance intended for use in such a device, including, but not limited to, concentrated nicotine. “Vapor product” includes any electronic cigarettes, electronic nicotine delivery systems, electronic cigars, electronic cigarillos, electronic pipes, vape pens, team stones, or similar products or devices, as well as any parts that can be used to build such products or devices. “Vapor product” does not include any drug, device, or combination product approved for sale by the United States Food and Drug Administration that is marketed and sold for such approved purpose.

Section 2. Lake Stevens Municipal Code Chapter 10.03 Park Rules and Regulations is amended to add a new section 10.03.157 as follows:

10.03.157 Vaping Prohibited.

No person may vape or use a vapor product in any public playground, park, beach, athletic field, trail and/or other similar public facility owned by or under the control and jurisdiction of the City.

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

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

PASSED by the City Council of the City of Lake Stevens this 22nd day of August, 2017.

John Spencer, Mayor

ATTEST/AUTHENTICATION:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First and Final Reading: August 22, 2017

Published: _____

Effective Date: _____



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: August 22, 2017

Subject: Nourse Development Agreement Amendment No. 2 – Supplemental Resolution 2017-0014

Contact Person/Department: Russ Wright, Community
Development Director

Budget Impact: None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Adopt Supplemental Resolution 2017-014 related to the Nourse Development Agreement Amendment No. 2 (LUA2017-0096) to recognize current ownership.

SUMMARY: The City Council held an open-record public hearing addressing Amendment No. 2 to the Nourse Development Agreement on June 13, 2017. City Council adopted Amendment No.2 (Resolution 2017-011) on June 27, 2017 after a full consideration of the record and public comment. After Council's Action, but prior to recording the agreement, KR9-N9, LLC became the sole owner of the Nourse properties. In coordination with the city attorney's office and city administration, staff is bringing back a supplemental resolution to City Council for action that recognizes the change in ownership before recording the document. There are no substantive changes to Amendment No. 2 and the associated Settlement Agreement – only updated ownership information and document formatting – all terms of Council's approved agreement remain.

Lake Stevens Municipal Code 14.16C.055(g) states, "Modification of an approved development agreement shall require processing as a new development agreement, except that a development agreement may provide a range of modifications that may be approved by the department without reprocessing." Per LSMC14.16C.055(g), Planning and Community Development has determined that the transfer of property ownership, under the current circumstances, where KR9-N9 continues to be in ownership of the subject property does not constitute a significant modification to the substantive provisions of the development agreement and does not require reprocessing as a new agreement or new action

Recording of Development Agreement

If approved by the City Council, Amendment No. 2 to the Development Agreement will be recorded with Snohomish County on all parcels. The agreement runs with the land and will be binding on the parties and their successors.

APPLICABLE CITY POLICIES: LSMC 14.16C.055 Development Agreements

BUDGET IMPACT: None.

EXHIBITS:

Exhibit 1 – Resolution No. 2017-014 and Development Agreement Amendment No. 2

**CITY OF LAKE STEVENS
Lake Stevens, Washington
RESOLUTION NO. 2017-014**

**A SUPPLEMENTAL RESOLUTION OF THE CITY OF LAKE STEVENS,
WASHINGTON, REVISING AMENDMENT NO. 2 TO THE DEVELOPMENT
AGREEMENT APPROVED PURSUANT TO RESOLUTION 2017-011.**

WHEREAS, the Legislature, through RCW Sections 36.70B.170 through .210 authorizes Cities to enter development agreements; and

WHEREAS, the Lake Stevens City Council approved the Development Agreement with L116 Nourse, LLC recorded for the Nourse Property under Snohomish County Auditor File #200706140102 (DEVELOPMENT AGREEMENT) by Resolution 2007-9 on March 26, 2007; and

WHEREAS, the Lake Stevens City Council approved Amendment No. 1 to the Development Agreement with L116 Nourse, LLC recorded for the Nourse Property under Snohomish County Auditor File #201107150061 (DEVELOPMENT AGREEMENT) by Resolution 2011-7 on June 27, 2011; and

WHEREAS, the Lake Stevens City Council approved Amendment No. 2 to the Development Agreement with KR9-N9, LLC and Gray1 Washington, LLC) by Resolution 2017-011 on June 27, 2017; and

WHEREAS, KR9-N9, LLC is now the current property owner and the successor and assign of the DEVELOPMENT AGREEMENT as amended; and

WHEREAS, Lake Stevens Municipal Code 14.16C.055(g) states, "Modification of an approved development agreement shall require processing as a new development agreement, except that a development agreement may provide a range of modifications that may be approved by the department without reprocessing." Per LSMC14.16C.055(g), Planning and Community Development has determined that the transfer of property ownership, under the current circumstances, where KR9-N9 continues to be in ownership of the subject property does not constitute a significant modification to the substantive provisions of the DEVELOPMENT AGREEMENT and does not require reprocessing as a new agreement or new action; and

WHEREAS, KR9-N9, LLC as the current owners, "successors and assigns," agree to all requirements, terms and conditions of Amendment No. 2 to DEVELOPMENT AGREEMENT attached to this Resolution as revised Exhibit *No. 1*, to the original DEVELOPMENT AGREEMENT attached to this Resolution as *Exhibit No. 2*, and to Amendment No. 1 to DEVELOPMENT AGREEMENT attached to this Resolution as *Exhibit No. 3*.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS AS FOLLOWS:

Section 1. This Resolution No. 2017-014 is a supplementary resolution to approve Amendment No. 2 to the Nourse DEVELOPMENT AGREEMENT for the purposes of identifying the current ownership, which is attached hereto and incorporated by reference as revised *Exhibit No. 1*, is hereby approved and the Mayor is authorized to sign said Amendment No. 2.

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

Section 3. Effective Date. This resolution shall take effect immediately upon passage by the Lake Stevens City Council.

PASSED by the City Council of the City of Lake Stevens and APPROVED by the Mayor this ___ day of _____, 2017.

John Spencer, Mayor

ATTEST/AUTHENTICATION:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

Amendment No. 2 to Development Agreement Recorded for the Nourse Property under
Snohomish County Auditor File #200706140102
DEVELOPMENT AGREEMENT
Nourse Property (CUP 2006-1)

This Amendment No. 2 (AMENDMENT 2) is entered into this _____ day of _____ 2017 by and between the City of Lake Stevens, Washington, a Washington Municipal Corporation (the “City”) and KR-N9, LLC, a Washington limited liability company (“Owners”) as the successors and assigns of L116-1 Nourse, LLC. “Owners” shall also include any successors and assigns of KR-N9, LLC; and

WHEREAS, City and L116-1 Nourse, LLC are parties to a DEVELOPMENT AGREEMENT dated April 25, 2007 recorded under Snohomish County Auditor File No. 200706140102 adopted and incorporated herein by reference; and

WHEREAS, City and Owners are parties to **Amendment no. 1/ (5-Year Extension to a Development Agreement Recorded for the Nourse Property Under Snohomish County Auditor File #200706140102)** (AMENDMENT 1), dated July 13, 2011 recorded under Snohomish County Auditor File No. 201107150061 adopted and incorporated herein by reference; and

WHEREAS, AMENDMENT 1 provides that the DEVELOPMENT AGREEMENT and AMENDMENT 1 “shall automatically terminate unless construction continues under a building permit issued before the expiration of the Agreement”, that is before midnight April 25-26, 2017; and

WHEREAS, the DEVELOPMENT AGREEMENT, AMENDMENT 1, and this AMENDMENT 2 pertain to real property located within the City and legally described in Attachment A, which property is hereby referred to as the “Property,” and

WHEREAS, Owners have applied for and permits have been issued as set out in Attachment B to this AMENDMENT 2; and

WHEREAS, Owners applied for an Administrative Interpretation on April 25, 2017 under LSMC 14.16C.035 (e) applicable to this specific project to determine if the DEVELOPMENT AGREEMENT and AMENDMENT 1 have terminated or if construction may continue on the development under the terms of the DEVELOPMENT AGREEMENT, AMENDMENT 1 and this AMENDMENT 2; and

WHEREAS an Administrative Interpretation issued on April 25, 2017 consistent with the application and the Administrative Interpretation was not appealed and is now final and binding;

WHEREAS, City and Owners wish to amend the terms and conditions of construction under the DEVELOPMENT AGREEMENT and AMENDMENT 1 if construction continues; and

WHEREAS, Owners have invoked the dispute resolution provisions of paragraph 12 related to commencement of construction, expiration of the DEVELOPMENT AGREEMENT and vesting;

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein, and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the City and Owners agree as follows:

1. Conditions to effectiveness of AMENDMENT 2: This AMENDMENT 2 shall not be effective until the following conditions have occurred and are fully satisfied:
 - a. A public hearing concerning this AMENDMENT 2 occurs under LSMC 14.16B.605, *et. seq* on or after June 13, 2017.
 - b. The City Council of the City of Lake Stevens approves this AMENDMENT 2 and authorizes the Mayor to sign the same.
 - c. The action of the City Council to approve this AMENDMENT 2 is final and not further appealable in any forum.
 - d. Upon the occurrence of these conditions, signature by the Mayor and recording of this AMENDMENT 2, the DEVELOPMENT AGREEMENT previously and presently amended shall become effective as of the date of City Council approval. The DEVELOPMENT AGREEMENT as amended shall be effective for a period of five years from the date of approval and expire on midnight on the fifth-year anniversary of City Council approval.
2. Additional Permits and Approvals. Owners agree to apply for, pay all applicable fees for, and obtain all additional permits and approvals required for completion of the development. Such permits and approvals shall be consistent with the conceptual site plan included as Attachment C, with a maximum density not to exceed 250 unit lots.
3. Estimated Project Schedule. The Estimated Project Schedule in AMENDMENT 1 is hereby revoked and amended and replaced with the Phasing Schedule in Attachment D. Owners will not materially deviate from the Phasing Schedule in Attachment D without the express written consent of the City Council. The land development shall be complete and no further work on the development shall occur after the Automatic Termination Deadline. Owners shall provide written progress reports semi-annually on January 15 and July 15 of each year concerning the development and showing compliance with the Phasing Schedule in Attachment D. These reports will be submitted to the Director of Planning and Community Development or designee. Land development as referenced herein shall mean the completion of construction activities or bonding of uncompleted construction activities and the recording of the Binding Site Plan for all 4 phases.
4. Voluntary Revisions to the Development. Notwithstanding any prior approval, Owners agree voluntarily to revise the Development as set out in Attachment E. All revisions shall be performed in a good and professional manner. Owners will not materially deviate from the Revisions without the express written consent of the City Council.

5. Fees and Charges. Owners agree that they have no vested rights concerning fees and/or charges to be paid to the City for the proposed development and agree to pay mitigation fees and charges and utility connection fees and charges at the rates of the City or partner agencies at the time such fees and/or charges are due under the Lake Stevens Municipal Code or other agency standards or other government or agency standards or requirements.
6. Complete Agreement. This AMENDMENT 2 is a complete agreement between the parties concerning the subject matters addressed in this AMENDMENT 2.
7. Ratification. Except as expressly modified herein, the terms of the DEVELOPMENT AGREEMENT and AMENDMENT 1 are hereby ratified and confirmed and remain in full force and effect.
8. Counterparts. This AMENDMENT 2 may be executed in counterparts.
9. Binding Effect. This Amendment 2 shall be binding and in effect on any successors and assigns of KR-N9, LLC and Gray1 Washington, LLC.
10. Authority. The persons signing this AMENDMENT 2 represent and warrant that they have the full right, power, and authority to enter this AMENDMENT 2, to bind the party on behalf of whom they are signing.
11. Entire Agreement. The DEVELOPMENT AGREEMENT, AMENDMENT 1, this AMENDMENT 2 and a separate Settlement Agreement constitute the entire agreement between the parties and supersedes all prior discussions and negotiations.
12. Modification. This AMENDMENT 2 may be modified only by a written agreement signed by the parties hereto done as after action as required by law, which may include a public hearing and approval by the City Council of the City.
13. Choice of Law. The interpretation and enforcement of this AMENDMENT 2 shall be governed by the laws of the State of Washington; further, the parties agree to be subject to the jurisdiction of the State of Washington and that venue of any action shall lie in Snohomish County, Washington.
14. Purpose and Construction of Agreement. This AMENDMENT 2 shall not be, construed or characterized as an admission of liability or wrongdoing on the part of any party and shall be given a balanced and neutral construction.

Executed this ____ day of _____ 2017

City of Lake Stevens

By: _____
John Spencer, Mayor

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2017.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2017

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____

**ATTACHMENT A LEGAL
DESCRIPTION The "Property"****PLAT CERTIFICATE
SCHEDULE A**

(Continued)

Order No.: 5610895

LEGAL DESCRIPTION**PARCEL A:**

BEGINNING AT THE QUARTER SECTION CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH ALONG THE LINE BETWEEN SECTIONS 5 AND 6, 1881.24 FEET;
THENCE NORTH 85°33' WEST 2062.39 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 13°52' EAST 221.48 FEET;
THENCE NORTH 87°34' WEST 731.82 FEET TO THE NORTH AND SOUTH LINE THROUGH CENTER OF SECTION 6;
THENCE SOUTH ON THE NORTH AND SOUTH CENTERLINE 630 FEET;
THENCE NORTH 61°8' EAST 793.48 FEET TO THE TRUE POINT OF BEGINNING;
EXCEPT THE EASTERLY 15 FEET FOR ROAD.

(TRACT 64 RUCKER BROS. UNRECORDED PLAT)

PARCEL B:

ALSO BEGINNING AT THE QUARTER CORNER ON THE EAST LINE OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH 1881.24 FEET;
THENCE NORTH 85°33' WEST 2062.39 FEET; TO THE WEST LINE;
THENCE NORTH 13°52' EAST 221.48 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 13°52' EAST 331.58 FEET;
THENCE NORTH 87°56' WEST TO THE CENTER LINE OF THE SECTION;
THENCE SOUTH 320 FEET;
THENCE SOUTH 87°34" EAST TO THE TRUE POINT OF BEGINNING.
EXCEPT THE EASTERLY 15 FEET FOR ROAD.

(TRACT 65 RUCKER BROS UNRECORDED PLAT)

PARCEL C:

BEGINNING AT THE QUARTER CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH ALONG THE LINE BETWEEN SECTIONS 5 AND 6, 1881.24 FEET;
THENCE NORTH 85°33' WEST 2062.39 FEET TO THE WEST LINE OF 109TH AVE N.E.;
THENCE NORTH 13°52' EAST 553.06 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 13°52' EAST 280.89 FEET;
THENCE NORTH 89°07' WEST 1078.84 FEET MORE OR LESS TO THE WEST LINE OF TRACT DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 162797 AND PROJECTED SOUTHERLY;
THENCE SOUTH 1°06' WEST 291.95 FEET TO THE NORTH LINE OF BLOCK 2 BAILLYS 3RD ADDITION TO LAKE STEVENS SANDY BEACH TRACTS;
THENCE NORTH 81°23' EAST 212.49 FEET;

SEE NEXT PAGE

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No.: 005610895

LEGAL DESCRIPTION

THENCE SOUTH 87°56' EAST TO THE TRUE POINT OF BEGINNING.
EXCEPT THE EASTERLY 15 FEET FOR ROAD.

(TRACT 66 RUCKER BROS UNRECORDED PLAT)

PARCEL D:

BEGINNING AT THE QUARTER CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 29 NORTH,
RANGE 6 EAST, W.M.;
THENCE SOUTH ALONG LINE BETWEEN SAID SECTIONS, 1881.24 FEET;
THENCE NORTH 85°33'25" WEST 2062.39 FEET;
THENCE NORTH 13°52'10" EAST 833.95 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 22°55' WEST 296.14 FEET;
THENCE NORTH 23°57' WEST 294.61 FEET;
THENCE SOUTH 88°30'14" WEST TO THE EAST LINE OF A TRACT OF LAND CONVEYED TO
DOMECELE KRIZUS BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 162797, IN VOLUME
134 OF DEEDS, PAGE 625, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH ALONG SAID EAST LINE TO A POINT NORTH 89°07'14" WEST FROM THE TRUE
POINT OF BEGINNING;
THENCE SOUTH 89°07'14" EAST TO THE TRUE POINT OF BEGINNING;
EXCEPT THE EASTERLY 15 FEET FOR ROAD PURPOSES.

(TRACTS 67 AND 68 RUCKER BROS. UNRECORDED PLAT).

PARCEL E:

THOSE PORTIONS OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF THE
NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF
NORTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION
6, THENCE SOUTH 29 NORTH, RANGE 6 EAST, W.M., LYING SOUTHERLY OF SECONDARY STATE
HIGHWAY NO. 15-A, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH 87°19' WEST 216.06 FEET TO THE NORTHEAST CORNER OF THE KRIZUS TRACT
AS CONVEYED UNDER AUDITOR'S FILE NO. 162797 AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 89°19' WEST ALONG THE NORTHERLY LINE OF SAID KRIZUS TRACT
72.54 FEET TO THE SOUTHEAST CORNER OF THE DONAHUE TRACT AS CONVEYED UNDER
AUDITOR'S FILE NO. 949828;
THENCE NORTH ALONG THE EASTERLY LINE OF SAID DONAHUE TRACT A DISTANCE OF 612.61
FEET TO THE CENTER LINE OF A ROAD CONVEYED TO SNOHOMISH COUNTY UNDER AUDITOR'S
FILE NO. 188734;
THENCE ALONG THE CENTERLINE OF SAID ROAD SOUTH 53°21' EAST 139.6 FEET;
THENCE SOUTH 75°14' EAST ALONG SAID CENTER LINE 393.8 FEET;
THENCE SOUTH 49°55' EAST ALONG SAID CENTERLINE 87.7 FEET;
THENCE SOUTH 33°08' EAST ALONG SAID CENTERLINE 480.8 FEET;

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No.: 005610895

LEGAL DESCRIPTION

THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 23°57' EAST 215.05 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE HAINES TRACT AS CONVEYED UNDER AUDITOR'S FILE NO. 841842;
THENCE SOUTH 88°30'14" WEST 840.99 FEET TO THE EASTERLY LINE OF THE KRIZUS TRACT AS CONVEYED UNDER AUDITOR'S FILE NO. 162797;
THENCE NORTHERLY ALONG SAID EASTERLY LINE 252.35 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPT THAT PORTION THEREOF LYING NORTH OF THE SOUTH LINE OF SECONDARY STATE HIGHWAY NO. 15-A, AND
EXCEPT THE EASTERLY 15 FEET FOR ROAD.

(TRACT 69 AND A PORTION OF TRACT 75 AND 82 RUCKER BROS UNRECORDED PLAT).

PARCEL F:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE NORTH ON THE LINE BETWEEN SECTIONS 5 AND 6 1254.16 FEET MORE OR LESS TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6;
THENCE NORTH 87°55'57" WEST ON THE 1/16TH LINE 1368.92 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ON THE SAME COURSE 558.70 FEET MORE OR LESS TO THE CENTER OF THE COUNTY ROAD;
THENCE NORTH 13°52'10" EAST ON THE CENTER LINE OF THE COUNTY ROAD 280.89 FEET;
THENCE NORTH 22°55' WEST ON CENTERLINE OF COUNTY ROAD 219.9 FEET;
THENCE NORTH 89°41'30" EAST 614.95 FEET MORE OR LESS TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6;
THENCE SOUTH 0°43'33" WEST ON THE 1/16 LINE 570.52 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPT THE WEST 15 FEET FOR ROAD.

(TRACTS 72 AND 73 RUCKER BROS UNRECORDED PLAT)

PARCEL G:

LOTS 1 AND 5 BLOCK 2, PLAT OF BAILEY'S THIRD ADD. TO LAKE STEVENS SANDY BEACH TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 106, RECORDS OF SNOHOMISH COUNTY, WASHINGTON

PARCEL H:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING SOUTHERLY OF SECONDARY STATE HIGHWAY NO. 15-A, AS FOLLOWS:

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No.: 005610895

LEGAL DESCRIPTION

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 87°19' WEST 288.6 FEET TO POINT OF BEGINNING;
THENCE NORTH 370.4 FEET;
THENCE SOUTH 89°19' WEST 646 FEET;
THENCE SOUTH 2°22' WEST 295.7 FEET;
THENCE SOUTH 1°36' WEST 74.7 FEET;
THENCE EASTERLY TO THE POINT OF BEGINNING;
EXCEPT ROAD OFF THE WESTERLY SIDE OF SAID TRACT BEING A PART OF THE SOUTHEAST
QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6, TOWNSHIP 29 NORTH, RANGE 6
EAST, W.M.

(ALSO KNOWN AS A PORTION OF TRACT 87, RUCKER BROTHERS UNRECORDED).

PARCEL I:

THE NORTH 396.4 FEET AS MEASURED ALONG THE EAST LINE OF THE FOLLOWING DESCRIBED
TRACT:

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 87°19' WEST 216.01 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87°19' WEST 740.34 FEET;
THENCE SOUTH 1°36' EAST 281.6 FEET;
THENCE SOUTH 13°45' WEST FOR 244.4 FEET;
THENCE SOUTH 23.92 FEET;
THENCE NORTH 84°16" EAST 783.94 FEET;
THENCE NORTHERLY TO THE TRUE POINT OF BEGINNING;

EXCEPT COUNTY ROAD;

ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON BY
INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 1272048.

PARCEL J:

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH 87° 19' WEST FOR 216.06 FEET;
THENCE SOUTH 1° 06' WEST FOR 396.4 FEET TO TRUE POINT OF BEGINNING;
THENCE SOUTH 87° 19' WEST FOR 756.2 FEET;
THENCE SOUTH 13° 45' WEST FOR 123.6 FEET;
THENCE SOUTH FOR 54.1 FEET;

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No.: 005610895

LEGAL DESCRIPTION

THENCE EAST TO A POINT WHICH IS 177 FEET SOUTH OF AND BEARS SOUTH 1° 06' WEST FROM THE TRUE POINT OF BEGINNING;
THENCE NORTH 1° 06' EAST FOR 177 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH THAT PARCEL OF LAND LYING EAST OF THE CALLOW ROAD AND BETWEEN THE NORTH AND SOUTH LINES OF THE ABOVE DESCRIBED TRACT AS EXTENDED WESTERLY TO THE EAST LINE OF CALLOW ROAD;
EXCEPT THE WEST 165 FEET AS MEASURED ALONG THE NORTH LINE OF SAID TRACT OF THE NORTH 115 FEET OF SAID TRACT AS MEASURED ALONG THE EASTERLY MARGIN OF CALLOW ROAD;
EXCEPT THAT PORTION CONVEYED TO PAUL R. CURNETT BY QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NUMBER 9612190391, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION;
THENCE SOUTH 87° 19'00" WEST FOR 216.06 FEET;
THENCE SOUTH 1° 06' WEST FOR 396.40 FEET;
THENCE SOUTH 87° 19'00" WEST FOR 572.20 FEET, THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87° 19'00" WEST FOR 19 FEET;
THENCE SOUTH 13° 45'00" WEST FOR 115 FEET;
THENCE NORTH 87° 19'00" EAST FOR 30 FEET;
THENCE NORTH 08° 21'48" EAST FOR 112.38 FEET TO THE TRUE POINT OF BEGINNING.

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH 1° 24'35" WEST ALONG THE CENTERLINE OF SAID SECTION 6 A DISTANCE OF 1024.65 FEET (1026.42 FEET DEED);
THENCE SOUTH 81° 02'31" WEST (SOUTH 81° 13' WEST DEED) A DISTANCE OF 212.49 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 1° 24'35" EAST, (NORTH 1° 06' EAST DEED) A DISTANCE OF 474.50 FEET (480.60 FEET DEED) TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO JOSEPH A. LONG AND MARIE A. LONG, HIS WIFE, RECORDED UNDER AUDITOR'S FILE NUMBER 1387084 RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 87° 36'23" WEST ALONG THE SOUTH LINE OF SAID LONG'S TRACT A DISTANCE OF 582.63 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 7° 30'18" WEST A DISTANCE OF 7.28 FEET;
THENCE NORTH 82° 29'42" WEST A DISTANCE OF 41.72 FEET TO SAID SOUTH LINE OF LONG'S TRACT;
THENCE NORTH 87° 36'23" EAST ALONG SAID SOUTH LINE A DISTANCE OF 42.35 FEET TO THE POINT OF BEGINNING.

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No.: 005610895

LEGAL DESCRIPTION

PARCEL K:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6,
TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION;
THENCE SOUTH 87°19' WEST FOR 216.06 FEET;
THENCE SOUTH 1°06' WEST FOR 396.4 FEET;
THENCE SOUTH 87°19' WEST TO THE EASTERLY LINE OF THE CALLOW ROAD, THE TRUE POINT
OF BEGINNING;
THENCE NORTH 87°19' EAST FOR 165 FEET;
THENCE SOUTH 13°45' WEST FOR 115 FEET;
THENCE SOUTH 87°19' WEST FOR 165 FEET, MORE OR LESS, TO SAID EASTERLY LINE OF SAID
CALLOW ROAD;
THENCE NORTH 13°45' EAST FOR 115 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER,
BEGINNING AT THE CENTER OF SAID SECTION;
THENCE SOUTH 87°19'00" WEST FOR 216.06 FEET;
THENCE SOUTH 1°06' WEST FOR 396.40 FEET;
THENCE SOUTH 87°19'00" WEST FOR 572.20 FEET THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87°19'00" WEST FOR 19 FEET;
THENCE SOUTH 13°45'00" WEST FOR 115 FEET;
THENCE NORTH 87°19'00" EAST FOR 30 FEET;
THENCE NORTH 08°21'48" EAST FOR 112.38 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL L:

PARCEL 1 OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 96-109709 RECORDED UNDER
AUDITOR'S FILE NUMBER 9612200070, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 1°06' WEST ALONG THE CENTER LINE OF SAID SECTION 6 FOR 1,026.42 FEET;

THENCE SOUTH 81°13' WEST 212.49 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 81°13" WEST 776.84 FEET;
THENCE NORTH FOR 569.64 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED
TO JOSEPH A. LONG AND MARIE A. LONG, HIS WIFE, RECORDED UNDER AUDITOR'S FILE
NUMBER 1387084, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE EAST ALONG THE SOUTH LINE OF SAID LONG TRACT TO A POINT WHICH BEARS NORTH

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No.: 005610895

LEGAL DESCRIPTION

1°06' EAST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 1°06' WEST FOR 480.60 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 1°24'35" WEST ALONG THE CENTER LINE OF SAID SECTION 6 A DISTANCE OF 1,024.65 FEET (1,026.42 FEET DEED);
THENCE SOUTH 81°02'31" WEST (SOUTH 81°13' WEST DEED) A DISTANCE OF 212.49 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 1°24'35" EAST (NORTH 1°06' EAST DEED) A DISTANCE OF 474.50 FEET (480.60 FEET DEED) TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO JOSEPH A. LONG AND MARIE A. LONG, HIS WIFE, RECORDED UNDER AUDITOR'S FILE NUMBER 1387084, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 87°36'23" WEST ALONG THE SOUTH LINE OF SAID LONG'S TRACT A DISTANCE OF 582.63 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 7°30'18" WEST A DISTANCE OF 7.28 FEET;
THENCE NORTH 82°29'42" WEST A DISTANCE OF 41.72 FEET TO SAID SOUTH LINE OF LONG'S TRACT;
THENCE NORTH 87°36'23" EAST ALONG SAID SOUTH LINE A DISTANCE OF 42.35 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH ALL THAT PORTION OF THE FOLLOWING DESCRIBED TRACT, LYING EASTERLY OF THE EAST MARGIN OF SNOHOMISH COUNTY ROAD, SURVEY NO. 905, BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE EAST 359.2 FEET ALONG THE SOUTH BOUNDARY OF SAID SUBDIVISION;
THENCE NORTH 589.64 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 84°16'12" WEST ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE SOUTH ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE TRUE POINT OF BEGINNING.

PARCEL M:

ALL THAT PORTION OF LOT 2 BLOCK 5, BAILEY'S THIRD ADDITION TO LAKE STEVENS SANDY

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No.: 005610895

LEGAL DESCRIPTION

BEACH TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 106, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, THENCE SOUTH 80°03'34" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 237 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE, THENCE SOUTH TO A POINT ON THE SOUTH LINE OF LOT 1, BLOCK 5 OF SAID PLAT 234 FEET SOUTH 74°53' WEST OF THE SOUTHEAST CORNER THEREOF AND THE TERMINUS OF THE HEREIN DESCRIBED LINE.

(ALSO KNOWN AS LOT A OF SHORT PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 2387510)

PARCEL N:

LOTS 1 AND 2, BLOCK 5, BAILEY'S THIRD ADDITION TO LAKE STEVENS SANDY BEACH TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 106, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
EXCEPT THAT PORTION OF SAID LOT 2 LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2;
THENCE SOUTH 80°03'34" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 234 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;
THENCE SOUTH TO A POINT ON THE SOUTH LINE OF LOT 1, BLOCK 5, OF SAID PLAT 234 FEET SOUTH 74°53' WEST OF THE SOUTHEAST CORNER THEREOF AND THE TERMINUS OF THE HEREIN DESCRIBED LINE.

ALSO EXCEPT THE WEST 10 FEET AND THE SOUTH 15 FEET THEREOF CONVEYED TO SNOHOMISH COUNTY UNDER AUDITOR'S FILE NUMBER 2400528.

(ALSO KNOWN AS LOTS B, C & D OF SHORT PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 2387510).

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

ATTACHMENT B

LISTING OF ISSUED PERMITS AND APPROVALS

| DESCRIPTION | FILE/PERMIT # | STATUS |
|---------------------------|----------------------|---|
| BINDING SITE PLAN | | |
| 4 phases | LUA2017-0042 | In process 3-15-17 On hold pending 2nd Amendment |
| ROW VACATION | | |
| 107th | LUA2017-0043 | Council Hearing April 25, 2017 |
| 109th | LUA2017-0061 | On hold per City request |
| CIVIL PLANS | | |
| TESC | LUA2017-0067 | On hold pending 2nd Amendment |
| Clearing and Grading | LUA2017-0067 | On hold pending 2nd Amendment |
| Road and Drainage | LUA2017-0067 | On hold pending 2nd Amendment |
| Sewer | LUA2017-0067 | On hold pending 2nd Amendment |
| Water | LUA2017-0067 | On hold pending 2nd Amendment |
| WSDOT Callow/92 | JA8373-02-0910 | Approved |
| CONSTRUCTION | | |
| Removal of Residences | | Complete |
| Debris Removal | | Under Construction 4-21-15 |
| Construction Fencing | | Under Construction 4-21-15 |
| Construction of Access | | Under Construction 4-21-17 |
| Temporary Culverts | | Under Construction 4-21-17 |
| TESC | | Under Construction 4-21-17 |
| BUILDING PERMITS | | |
| Vault permit | BLD2017-0221 | On hold pending 2nd Amendment |
| Retaining Walls | BLD2017-0223 | On hold pending 2nd Amendment |
| Residential | BLD2017-0222 | Approved 4-24-17 |
| OTHER PERMITS | | |
| NOI-NPDES | WAR305297 | Publication Complete 4-19 |
| Forest Practices | 2815715 | Approved by City 4-20 |
| Temporary Access | PWD2017-0030 | Approved |
| ROW permit Callow | | Pending LSSD |
| UTILITY AGREEMENTS | | |
| Snohomish PUD water | DEA | Complete 4-19-17 |
| Snohomish PUD power | application and fees | In design 4-18-17 |
| LS Sewer District | DEA | Complete 4-10-17 |
| Puget Sound Energy | | Design pending PUD |

NOTES:

1. construction began on April 21
2. TESC installation began with access of temporary construction access
completion of TESC on hold pending 2nd Amendment and plan revisions

ATTACHMENT C - CONCEPTUAL SITE PLAN



LOT TABLE

| Phase | Lots |
|-------|------|
| 1 | 24 |
| 2 | 114 |
| 3 | 77 |
| 4 | 35 |
| TOTAL | 250 |

LEGEND

LOT < 50' WIDE
LOT >= 50' WIDE

ATTACHMENT D - PHASING SCHEDULE

| PHASE | DIVISION | LOT COUNT | TOTAL | SCHEDULE |
|-------------------------|----------|-----------|-------|-----------|
| Offsite Sewer | | | | 2017 |
| PHASE 1 | 1 | 24 | | 2017-2018 |
| Total Lots in Phase I | | | 24 | |
| PHASE II | 2 | 38 | | 2018-2019 |
| | 3 | 32 | | 2018-2019 |
| | 4 | 44 | | 2019-2020 |
| Total Lots in Phase II | | | 114 | |
| PHASE III | 5 | 14 | | 2020-2021 |
| | 6 | 42 | | 2020-2021 |
| | 7 | 21 | | 2021-2022 |
| Total Lots in Phase III | | | 77 | |
| PHASE IV | 8 | 14 | | 2021-2022 |
| | 9 | 21 | | 2021-2022 |
| Total Lots in Phase II | | | 35 | |

ATTACHMENT E

VOLUNTARY REVISIONS

The Owners voluntarily agree to revise the development of the Property as set out in this Attachment E. Each revision is agreed by the parties to be a material inducement to City to enter this Amendment 2. City agrees to cooperate as provided for in this Attachment E.

A. Density

1. Owners agree to reduce the ORIGINAL unit lot count of 288 for the project under Section A.4 of this Attachment E to reduce impacts on City and partner agency infrastructure and capital facilities. For this document, unit lot will include the condominium structure and associated yard area.
2. The City has identified increasing “unit lot” sizes and providing parking areas as a preferred option to achieve a reduction in density.
 - Unit lots in Phase I shall have a minimum frontage width of 40 feet and an average lot size of not less than 3,600 square feet.
 - Unit lots in Phases II, III and IV shall be comprised of the following:
 - i. Unit lots which have a minimum frontage width of 40 feet and an average lot size of not less than 4,000 square feet.
 - ii. Unit lots which have a minimum frontage width of 50 feet and an average lot size of not less than 5,000 square feet.

Notwithstanding the above the unit lots closest to the existing neighborhoods, near the eastern and southeastern boundaries, will have a minimum frontage width of 50 feet and an average lot size of not less than 5,000 square feet. In addition, Owners have revised irregularly shaped lots throughout the proposed development as shown in Attachment C.

3. Owners have proposed alternatives to reduce the unit count, such as:
 - Corner lots will have a minimum frontage width of not less than 50 feet;
 - Expanding park areas;
 - Eliminating all or some of the unit lots in the northeastern corner of the project that will be the most challenging to build; and
 - Increasing additional critical areas buffers throughout the project area.

City will give reasonable consideration to proposed alternatives, but is not bound to grant or approve any proposed alternatives.

4. However achieved under Section A.2, A.3 or a combination thereof, the Owners agree that on completion of the project, the maximum project density will not exceed 250 unit lots.

B. Critical Areas

1. Owners agree to provide an addendum to the critical areas report addressing voluntary buffer expansions, buffer enhancements and habitat corridor links.
2. Owners agree to increase buffer widths near parks in phases 3 and 4.
3. Owners agree to increase buffers in the northeastern corner of the project between phases 2 and 4 and between phase 4 and 109th Ave SE.
4. Owners agree to increase buffers east of Phase 4 on the eastern side of 109th Ave SE.
5. Owners agree to increase buffers throughout the project area where available and to provide buffer enhancements in critical areas buffers.

C. Transportation

1. Owners agree to use the City's current Engineering Design and Development Standards (Revision date May 18, 2016) for road sections within the development on the Property.
2. Owners agree to submit updated traffic information to the City to identify current conditions.
3. Owners agree to construct the following offsite improvements, under a separate permit:
 - Reconstruct Callow Road from SR-92 to Lundeen Parkway to include a minimum of two 11-foot travel lanes, striped shoulder, a pedestrian path or sidewalk on the east side of the road, and associated improvements such as walls or rockeries.
 - Construct section of Oak Road between Phases 1 and 3 of the project to include at a minimum two 11-foot travel lanes, a pedestrian sidewalk and paved shoulder between 109th Ave NE and Callow Road, and associated improvements such as walls or rockeries; and
 - Construct 109th Ave NE between proposed roads J and K south to Oak Road to include at a minimum two 11-foot travel lanes, a pedestrian sidewalk on the west side of the road, and associated improvements such as walls or rockeries; and
 - Construct 30th Street NE between 109th Ave NE and Cedar to include at a minimum two 11-foot travel lanes, paved shoulder, a pedestrian sidewalk on the north side of the road, and associated improvements such as walls or rockeries.
4. Owners agree to install traffic calming features, e.g., bulb outs along Oak Road and 30th Street NE at appropriate intersections that may include 109th Ave NE, 107th Ave NE and Road B in Phase 1 or alternatively the Owners agree to install stop-controlled intersections at appropriate intersections to be determined at the construction plan design.
5. Owners agree to install cul-de-sacs and bollards or other devices so that access between Van Dyke Road and 111th is physically limited so that non-emergency vehicles cannot pass through except during a time of emergency. Access should be given for emergency services only.

6. Owners will identify current bus routes with Community Transit that may affect the project and comply with any request of Community Transit for a bus halt or stop.
7. Owners agree to demarcate areas throughout the development to accommodate on-street or off-street parking due to the high-density configuration.
8. In the event the Owners application for the vacation of a portion of 109th Ave NE unopened Right-of-Way is granted and the Right-of-Way is vacated by the City; the Owners will provide the City an easement on a form acceptable to City to allow access to the stormwater pond on Parcel No. 00953400099400. Owners and the Public Works Director or designee will coordinate an acceptable access standards as part of the Right-of-Way vacation application.
9. Consistent with city code, the City agrees to provide credits for right-of-way acquisition costs when these fees are applied to construction of offsite transportation improvements.
10. Consistent with city code, the City agrees to provide credits for traffic impact fees when these fees are applied to construction of offsite transportation improvements. The fees, design or other reports associated with the permit applications for the road improvements described above and all costs associated with construction of these improvements may be credited to the traffic impact mitigation fees to the extent allowed by City Code.
11. The City agrees to be the applicant on road projects that may require an Army Corps permit for the following road improvements:
 - Reconstruction of Callow Road from SR-92 to Lundeen Parkway;
 - Reconstruction of a section of Oak Road between Phases 1 and 3 of the Nourse Development;
 - Construction of 30th Street NE between 109th Ave NE and Cedar; and
 - Construction of 109th Ave NE between proposed roads J and K south to Oak Road.
12. The Owners of the Nourse Development will be responsible for any fees, design or other reports associated with the permit applications for the road improvements and all costs associated with construction of the improvements located within the Nourse Development or along the frontage of the Nourse Development.
13. The City shall be responsible for its proportionate share of costs, for the improvements described in the sections above for any improvements, which are not along the development's frontage, when the construction costs exceed contributions from traffic mitigation credits, in lieu fees by owners, or acquisition costs from right-of-way vacations granted to the owners.

D. Fire

1. Owners agree to meet the intent and comply with the current fire code for all residential occupancies. Specifically, Owners agree to provide appropriate temporary and permanent secondary accesses for phases with more than 30 unit lots at locations mutually agreed with the City and Lake Stevens Fire District in specific divisions or provide sprinklers to unit lots that cannot meet this requirement.
2. Owners agree to install appropriately spaced hydrants and cul-de-sacs in accordance with current City code and engineering standards.

E. Schools

1. Owners agree to coordinate with the Lake Stevens School District on appropriate locations for bus stops, to construct same and to provide appropriate signage and staging areas at the bus stops.

F. Parks and Landscaping

1. Owners agree to modify park areas in all phases.
 - Tract 990, to be dedicated to the City upon completion, shall expand to the north and include parking
 - Tract 994 (Phase 3) would be reduced along slope to west and generally expanded to the east.
 - Tract 995 (Phase 4) would be reduced along slope to west and generally expanded to the east.
2. Owners agree to revise trails to be such that the overall length of the trails is reduced. The trails shall be widened where feasible. The City will not accept trail dedications.
3. Owners agree to provide screening on SR-92 per LSMC 14.76.090. The screening shall include the extension of the screening from the intersection of SR-92 and Callow Rd north along 92 to the east end of the Nourse Development.
4. Owners agree to provide screening in the southern division of Phase 3 to screen neighborhood to south. The screening shall be a minimum of 20-feet wide.
5. The City agrees to provide credits for park impact fees when these fees are applied to construction of public park improvements consistent with city code.
6. The fees, design or other reports associated with the permit applications for the Park improvements described above and all costs associated with construction of these improvements may be credited to the park impact mitigation fees to the extent allowed by City Code.

G. Stormwater

1. Owner shall work with the City to design and construct appropriately-sized stormwater infrastructure and conveyance system along Callow Road.
2. Owner shall work with the City to design and construct appropriately-sized stormwater infrastructure and conveyance system along Oak Road.
3. Owner shall work with the City to design and construct appropriately-sized stormwater infrastructure and conveyance system along 30th St NE.
4. The City shall be responsible for its proportionate share of costs, for the improvements described in the sections above, when the construction costs exceed contributions from traffic mitigation credits, in lieu fees by owners, or acquisition costs from right-of-way vacations granted to the owners.
5. The Owners will dedicate Tract 990 (stormwater and park tract) to the City upon recording of an approved binding site plan and transfer ownership of all structures located therein upon completion of construction, subject to the following conditions:
 - The City will grant an easement to the Owners for perpetual use of the stormwater vault and associated infrastructure by the development for purposes of stormwater control over and within the identified area;
 - The Owners agree to require a binding covenant on the development to ensure that that the development will only contribute routine and normal quantities and quality of stormwater into the system; and
 - The Owners agree to establish a binding covenant requiring the Condominium Association and/or individual property owners to pay the City a monthly assessment for purposes of maintaining, repairing and replacing the stormwater infrastructure until such time that the City may expand its stormwater utility to transfer individual stormwater facilities into public ownership and establish a citywide utility charge for the same. Should stormwater from the improvements to Callow Road and Oak Road utilize the stormwater vault constructed for Development, the City shall pay its proportionate share for purposes of maintaining, repairing and replacing the stormwater infrastructure. Payment method whether direct payment or credits to HOA payments shall be determined by agreement of the parties.

EXHIBIT 2
ORIGINAL DEVELOPMENT AGREEMENT

These documents will be included with recordable
document

These documents will be included with recordable document



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: August 22, 2017

Subject: Acceptance of 10 Percent Annexation Petition/Authorization of 60 Percent Petition Circulation

Contact Jeanie L. Ashe, Economic Dev. Coordinator
Person/Department: Russ Wright, Community Dev. Director

Budget
Impact: none

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Accept the 10 percent annexation petition and authorize the pursuit of 60 percent petition for the Machias Road Industrial Annexation pursuant to Resolution 2017-015. Further recommend that the City require the simultaneous adoption of land use and zoning designations and require the simultaneous of all existing City indebtedness.

DISCUSSION:

The unincorporated Lake Stevens Urban Growth Area (UGA) is approximately 2,192 acres (3.4 square miles) including the lake. Most of the remaining unincorporated UGA is zoned for residential use (approximately 1,175 acres) with a smaller amount (nearly 86 acres) zoned for industrial and commercial uses. Staff briefed City Council on annexation methods and priority areas in June and September of 2016. Council directed staff to bring back an annexation plan that establishes a logical schedule for working toward incorporating the remaining UGA, starting in the northeastern industrial areas and ending in the southeastern residential area.

At the October 25, 2016 Council meeting, Council passed Resolution 2016-21 Annexation Plan establishing an annexation strategy for the remaining Lake Stevens UGA.

The Community Development Director and Economic Development Coordinator had meetings with four of the largest property owners in the Machias Rd. Industrial Annexation area. The purpose of the meetings was to educate property owners and businesses about annexation benefits and process as well as ask property owners to champion the petition process. Additionally, an open house was held for all property owners. The Planning and Community Development staff and representatives from the Police Department, Sewer District and City Council were on hand to answer questions.

On August 16, 2017, the City of Lake Stevens received an annexation petition signed by the property owner representing more than 10 percent of the total property valuation in the Machias Road Industrial Annexation area. The property is approximately 60 acres and the petitioner owns 43 percent of the land. Located adjacent to Lake Stevens city limits, the Machias Road Industrial Annexation area is currently zoned Heavy Industrial. The City proposes to zone the properties as General Industrial under Lake Stevens code.

ATTACHMENTS

Attachment 1 – Resolution 2017-15

Attachment 2 – Notice of Intent to Annex – Machias Industrial Annexation

Attachment 3 – Annexation Area Map

**City of Lake Stevens
Lake Stevens, Washington**

RESOLUTION NO. 2017-015

**A RESOLUTION OF THE LAKE STEVENS CITY COUNCIL
ACKNOWLEDGING RECEIPT OF A LETTER OF INTENT TO
PROCEED WITH A PROPOSED ANNEXATION, COMMONLY KNOWN
AS THE MACHIAS INDUSTRIAL ANNEXATION, TO THE CITY
PURSUANT TO RCW 35A.14.120 AND AUTHORIZING THE
CIRCULATION OF ANNEXATION PETITIONS.**

WHEREAS, the Lake Stevens City Council (Council) adopted Ordinance No. 937 establishing the 2015 – 2035 Comprehensive Plan that sets planning goals, policies and implementation strategies for the Lake Stevens Urban Growth Area (UGA) pursuant to Chapter 36.70A RCW; and

WHEREAS, the City of Lake Stevens (City) and Snohomish County entered an updated Interlocal Agreement related to Annexation and Urban Development in the Lake Stevens UGA recorded under Auditor's File No. 200511100706 on November 10, 2005; and

WHEREAS, the Council recently reviewed the City's annexation strategy to determine its consistency with current practices, policies and procedures; and

WHEREAS, a notice from a property owner, controlling over 10 percent of the area, signifying their intention to commence annexation proceedings pursuant to RCW 35A.14.120 has been filed with the City. The proposed annexation area is shown on the Exhibit A map and legally described in Exhibit B. This area is contiguous with the existing city limits, within unincorporated Snohomish County, and may generally be described as an area of approximately sixty (60) acres, bounded on the west by North Machias Road and on the east by the Pilchuck River; and

WHEREAS, pursuant to RCW 35A.14.120, the signed property-owner letter represents more than 10 percent of the current total assessed value of all parcels in the proposed annexation area;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The Council approves the initiation of annexation proceedings pursuant to RCW 35A.14.120 for the area described in Exhibits A and B and authorizes the circulation of petitions for annexation within the area in accordance with the requirements of RCW 35A.14.120 to establish 60 percent approval of affected property owners.

SECTION 2. The area described in Exhibits A and B, if annexed, shall be required to assume the general indebtedness of the City of Lake Stevens at the time of the effective date of such annexation.

SECTION 3. The area described in Exhibits A and B, if annexed, shall be designated in the City's Comprehensive Plan the on the City's Zoning Map as General Industrial.

SECTION 4. A certified copy of this resolution, together with a copy of the letter of intention to commence annexation proceeding shall be filed with the Snohomish County Boundary Review Board in accordance with its procedures.

Section 5. Petitions for annexation to be circulated as authorized by this resolution shall set forth clearly the decision of the Lake Stevens City Council in Sections 2 and 3 hereof, regarding the assumption of indebtedness and the zoning of the properties upon annexation.

PASSED by the City Council of the City of lake Stevens this 22nd day of August, 2017.

John Spencer, Mayor

ATTEST:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant Weed, City Attorney



NOTICE OF INTENT TO ANNEX – MACHIAS INDUSTRIAL ANNEXATION


DECLARATION

We, the undersigned, are owners of real property lying outside of the corporate limits of the city of Lake Stevens, Washington, but contiguous thereto and designated as part of the Lake Stevens Urban Growth Area.

We, the undersigned, owning in excess of 10% of the total assessed valuation of the area formed by our property and that between and abutting the city of Lake Stevens; do hereby declare our intention to circulate a petition for annexation to the city of Lake Stevens, Washington. It is acknowledged that this petition may consist of multiple documents filed separately.

AUTHORIZATION

Printed names and signatures of all persons having an interest in real property in the area formed by their property and that between and abutting the city of Lake Stevens whose consent is required by virtue of such interest to authorize the filing of this notice are hereto attached.

| Name of Property Owner (Print Clearly) | Signature of Property Owner | Date Signed | Property Address or Assessors Parcel Number |
|---|--|-------------|--|
| Joseph A Sternola Trust |  | | 2317 N Machias Rd Lake Stevens, WA 98258-9226 • 29060900201400 • 29060900201500 • 29060900206500 |
| | | | |
| | | | |
| | | | |
| | | | |
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RETURN TO: City of Lake Stevens
1812 Main Street, P.O. Box 257
Lake Stevens, WA 98258-0257

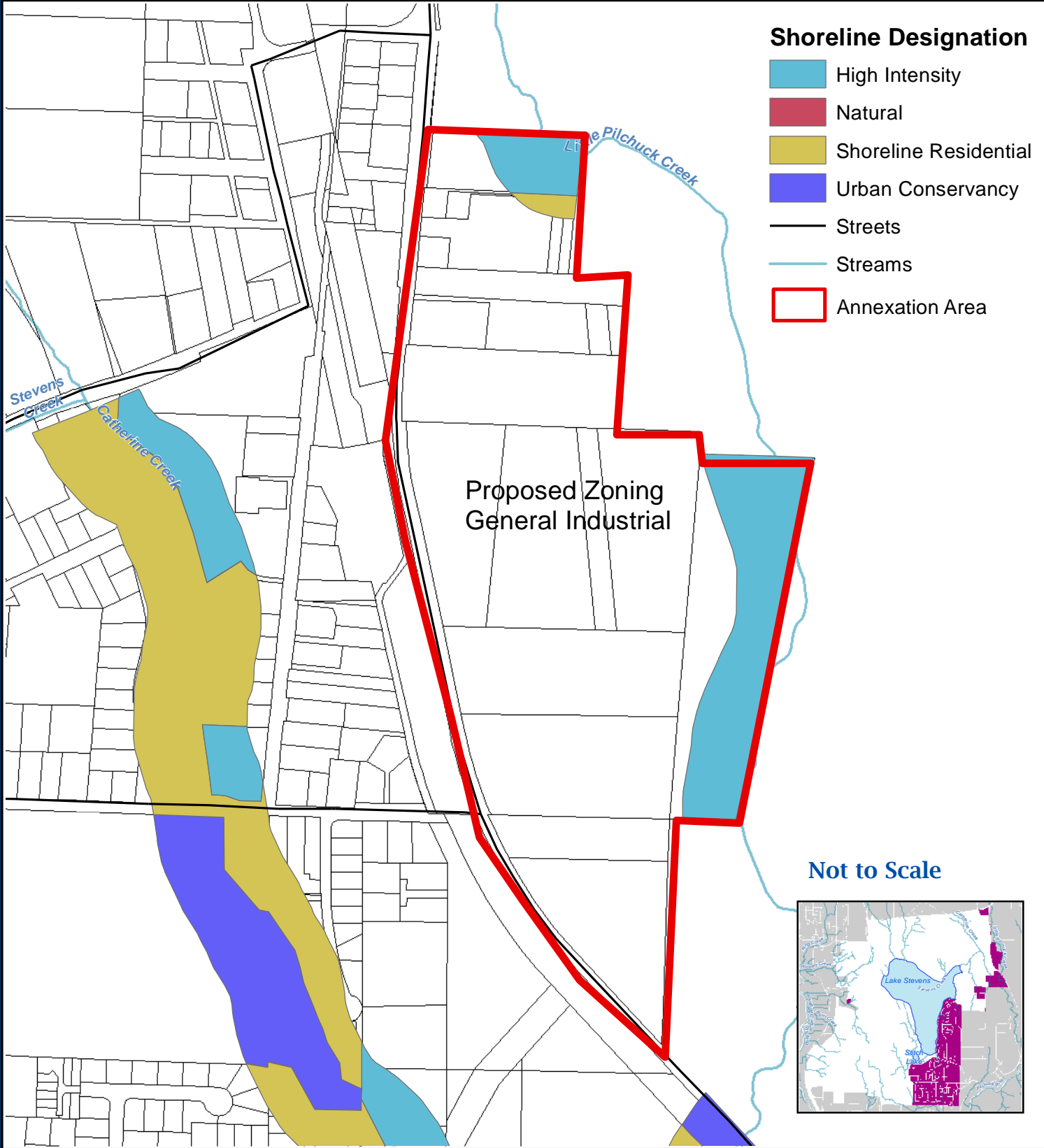
Who can I call for more information?

For questions regarding the annexation process or for general information regarding land use and zoning, Planning and Community Development at (425) 212-3315.



Machias Industrial Annexation

March 2017





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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: August 22, 2017

Subject: 2017 Budget Amendment #2

Contact Person/Department: Barb Stevens/ Finance

Budget Impact: Yes

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

APPROVE: Ordinance No. 999 Amending Budget Ordinance No. 975, and 988 and including changes to Organizational Chart.

PRIOR REVIEW:

Many items within the budget amendment have been discussed at various committee and/or City Council meetings.

SUMMARY/BACKGROUND:

Revenues increased \$4,274, and expenditures increased an additional \$20,292 since presented to Council on July 11th, 2017. The amended items include the following:

- Grant for Social Worker Program – increased revenues and expenditures by \$2,274
- City received a private grant from National Veterans Intermediary (NVI) for use with our Veterans Commission - \$2,000
- SWAT Equipment for 2 Officers - \$17,100 (ILA to participate in regional SWAT team with Snohomish County and City of Everett was approved by Council 5/23/17)
- PW Truck purchase increased due to tax & licensing - \$918 (Council 7/11/17)

The following table summarizes the effect of the complete budget amendment as revised:

| Budget Action | Budgeted Beginning Balance | Budgeted Resources | Budgeted Expenditures | Budgeted Ending Balance |
|----------------------|----------------------------|---------------------|-----------------------|-------------------------|
| 2017 Original Budget | \$27,098,583 | \$26,078,798 | \$32,522,873 | \$20,654,508 |
| Budget Amendment #1 | \$863,674 | \$3,316,451 | \$4,763,261 | (\$583,136) |
| Budget Amendment #2 | \$0 | (\$213,625) | \$196,863 | (\$410,488) |
| Totals | \$27,962,257 | \$29,181,624 | \$37,482,997 | \$19,660,883 |

Amendments are being proposed in revenue and expenditure line items throughout the funds. Proposed amendments include some prior year budgeted items that were not completed during the year and were overlooked during the first amendment (need reauthorization), new requests, or other obligations and are summarized by type as follows:

Revenues

- Transportation Benefit District (\$217,899) – Was unintentionally not removed from the budget during Amendment #1

Expenditures

- Operating Expenditures (supplies, consultants, repairs) \$79,971
- Capital Purchases (vehicles, equipment) \$60,500

- Project Related Costs \$36,100

The attached amended organizational chart includes the changes in positions, yet insignificant net change in budget. These positions changes include:

- Eliminate (1) City Engineer Position
- Eliminate (1) Public Works Superintendent Position
- Add (2) Public Works Crew Worker I Positions

APPLICABLE CITY POLICIES:

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

BUDGET IMPACT:

The budget ordinance will amend ending balances, revenues and expenditures in the funds set forth in the ordinance as well as amend the staffing positions as set forth in the organizational chart.

ATTACHMENTS:

- ▶ Exhibit A: Ordinance No. 999
- ▶ Exhibit A - Attachment: Budget Line Item Detail
- ▶ Exhibit B - Attachment: Amended Organizational Chart

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON
ORDINANCE NO. 999**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE 2017 BUDGET AS SET FORTH IN ORDINANCE NO. 975 AND AS AMENDED IN ORDINANCE NO. 988 CONCERNING FUND BALANCES, REVENUES AND EXPENDITURES FOR VARIOUS FUND BALANCES FOR THE YEAR 2017.

WHEREAS, the City of Lake Stevens adopted the 2017 budget pursuant to Ordinance No. 975, and amended the 2017 budget in Ordinance 988; and

WHEREAS, the City of Lake Stevens will receipt revenues and incur expenditures in categories and amounts other than anticipated in the adopted 2017 budget; and

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

SECTION 1. The 2017 budget, as adopted in Ordinance No. 975, and as amended in Ordinance 988, is hereby amended as follows:

| <i>Fund</i> | <i>Description</i> | <i>Current Budget</i> | <i>Amended Budget</i> | <i>Amount of Inc/(Dec)</i> | <i>ExpRev</i> |
|------------------------------|---------------------|-----------------------|-----------------------|----------------------------|---------------|
| 001 - General | Expenditures | \$18,362,168 | \$18,446,569 | \$84,401 | Exp. |
| 001- General | Revenues | \$15,225,649 | \$15,229,923 | \$4,274 | Rev. |
| 001 - General | Expenditures | \$18,362,168 | \$18,463,143 | \$100,975 | Exp. |
| 001 - General | Ending Fund Balance | \$5,733,515 | \$5,636,814 | (\$96,701) | EndBal. |
| 101 - Street | Revenues | \$2,162,672 | \$1,944,773 | (\$217,899) | Rev. |
| 101 - Street | Expenditures | \$3,241,744 | \$3,266,844 | \$25,100 | Exp. |
| 101 - Street | Ending Fund Balance | \$2,264,076 | \$2,021,077 | (\$242,999) | EndBal. |
| 410 - Storm & Surface Water | Expenditures | \$2,241,543 | \$2,248,113 | \$6,570 | Exp. |
| 410 - Storm & Surface Water | Ending Fund Balance | \$1,039,114 | \$1,032,544 | (\$6,570) | EndBal. |
| 510 - Equip Fund - Computers | Expenditures | \$317,200 | \$320,000 | \$2,800 | Rev. |
| 510 - Equip Fund - Computers | Ending Fund Balance | \$128,658 | \$125,858 | (\$2,800) | EndBal. |
| 530 - Equip Fund - PW | Expenditures | \$637,500 | \$698,918 | \$61,418 | Exp. |
| 530 - Equip Fund - PW | Ending Fund Balance | \$482,526 | \$421,108 | (\$61,418) | EndBal. |

SECTION 2. Except as set forth above, all other provisions of Ordinance 975 and as amended in Ordinance 988 shall remain in full force, unchanged.

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

PASSED by the City Council of the City of Lake Stevens this 22nd day of August, 2017.

John Spencer, Mayor

ATTEST/AUTHENTICATION:

Kathy Pugh, Deputy City Clerk

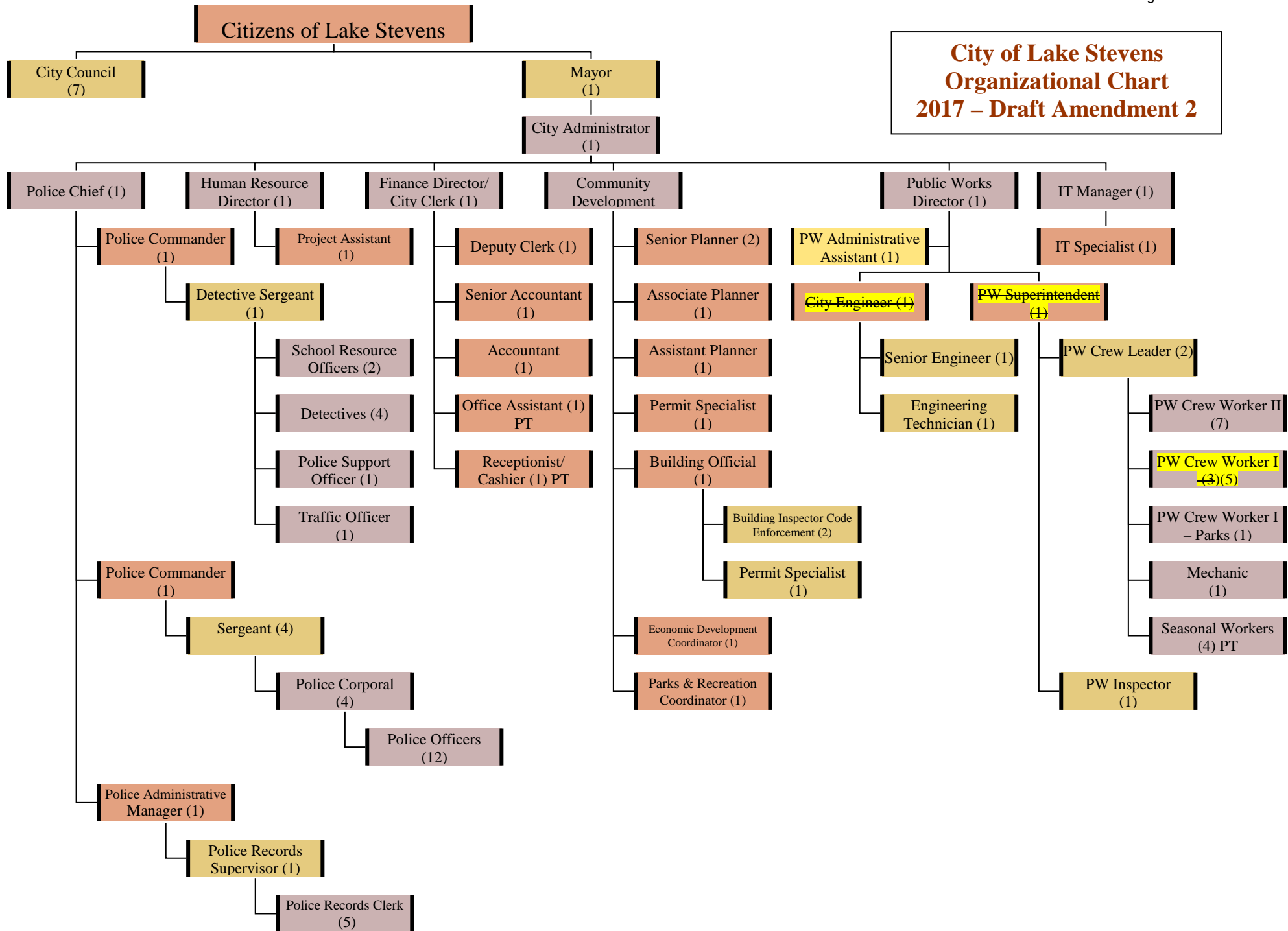
APPROVED AS TO FORM:

Grant Weed, City Attorney

Presented: July 11, 2017
Final Reading: August 22, 2017
Published:
Effective:

2017 Budget Amendment Detail

| Revenue/Expenditure Account | Fund | Total Amount | Obligated | Reauthorize | New Request | Type | Notes |
|-----------------------------------|------|--------------|--------------|-------------|-------------|------|--|
| Social Worker Grant | 001 | \$ 2,274 | \$ 2,274 | | | rev | |
| Private Grants | 001 | \$ 2,000 | \$ 2,000 | | | rev | Veterans Commission |
| TBD Revenue | 101 | \$ (217,899) | \$ (217,899) | | | rev | Missed removing from Budget at BA1 |
| Social Worker Expenditures | 001 | \$ 2,274 | \$ 2,274 | | | exp | |
| Minor Equipment | 001 | \$ 17,100 | | | \$ 17,100 | exp | SWAT Officers |
| Veteran Services | 001 | \$ 18,000 | \$ 18,000 | | | exp | Consultant - City Council (6/13/17) |
| Lobbyist | 001 | \$ 32,800 | \$ 32,800 | | | exp | Strategies 360 - Federal Lobbyist (4/11/17 City Council) |
| Chapel Hill Architecture | 001 | \$ 11,000 | \$ 11,000 | | | exp | Makers contract (3/28/17 City Council) |
| Buoy Program Purchases | 001 | \$ 7,700 | \$ 7,700 | | | exp | City Council (6/27/17) |
| 2017 LE Donation received in 2016 | 001 | \$ 10,000 | | \$ 10,000 | | exp | 2017 LE Donation received in 2016 |
| 2016 LE Donation RF | 001 | \$ 1,246 | | \$ 1,246 | | exp | 2016 LE Donation RF |
| Arts Commission Roll Forward | 001 | \$ 854 | | \$ 854 | | exp | |
| Sidewalk Repair | 101 | \$ 25,100 | | \$ 25,100 | | exp | 2016 work invoiced in 2017 |
| SWM Billing Costs | 410 | \$ 6,570 | \$ 6,570 | | | exp | Increased by Snohomish County |
| IT - Cegis Requirements | 510 | \$ 2,800 | \$ 2,800 | | | exp | Annual |
| PW Truck | 530 | \$ 36,918 | \$ 36,918 | | | exp | PW Subcommittee (6/21/17) |
| Mower (John Deere) | 530 | \$ 24,500 | \$ 24,500 | | | exp | PW Subcommittee (6/21/17) |





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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda August 22, 2017
Date: _____

Subject: Municipality Street Lighting Contract

Contact Gene Brazel, City Administrator **Budget Impact:** \$0
Person/Department: _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to enter into Municipality Street Lighting Contract with Snohomish County PUD

SUMMARY/BACKGROUND: The Snohomish County PUD provides street lighting throughout the City of Lake Stevens. By letter dated July 21, 2017 (Exhibit A), the PUD advised that it has reviewed and updated its policies related to signage placed on utility poles. With this update the PUD is now requesting that the City enter into the attached (Exhibit B) Municipality Street Lighting Contract, which is an addendum to the already existing contract for streetlights, and sets out the newly adopted policies in contract form.PUD

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: \$0

ATTACHMENTS:

- ▶ Exhibit A: July 21, 2017 Letter from Snohomish County PUD
- ▶ Exhibit B: Municipality Street Lighting Contract

EXHIBIT A



Your Northwest renewables utility invites you to be a Conservation Sensation.

July 21, 2017

City of Lake Stevens
Mr. Gene Brazel
1812 Main Street
Lake Stevens, WA

RE: Municipal Regulatory and Warning Signs on District-owned Streetlight Poles

Dear Mr. Gene Brazel:

This letter will provide you with information about changes to its standards recently adopted by Public Utility District No. 1 of Snohomish County (the "District") regarding the use of District-owned streetlight poles and utility poles.

The District for the last few years has been working with local jurisdictions to update its standards and remove attachments to its utility poles such as brackets for hanging baskets or banners, and electrical outlets for seasonal lighting, on the grounds that they can compromise the operational safety and usefulness of the poles for electric service.

In addition to the risk to District personnel from these utility pole attachments, they create a risk to the public and potential liability for the District and its ratepayers. For example, we are concerned about the risk of injury or electrocution to someone handling or using electrical connections installed on utility poles, the risk to the integrity of the poles created by screws, bolts and other intrusions into the poles, and the hazards to the public that might be caused by one of these attachments falling and causing injury or damage to property. Moreover, the District has to be concerned that if it allows one community group to use the utility poles, it would be required to allow every community group access to the poles for their own community or even religious purposes.

State law already prohibits the attachment of objects to utility poles which present a hazard to or endanger the lives of electrical workers. We appreciate your cooperation in helping us implement this initiative.

We have noted, however, that some cities have attached a number of traffic related and other regulatory type signs on concrete and fiberglass streetlight poles owned by the District within their jurisdiction. We recognize that sign attachments to concrete and fiberglass streetlight poles that do not carry any electric distribution or transmission system facilities do not present the same operational and safety concerns that apply to utility poles which do carry such facilities. Streetlight poles are not designed to be climbed, and they carry no electric system infrastructure or equipment. We also are mindful of the public safety purpose that these regulatory and warning signs serve.

Accordingly, the District has developed a new Transmission and Distribution System Guideline, or standard, a copy of which is attached. The new guideline permits municipalities to install non-critical regulatory and warning signs, such as those required by the Manual on Uniform Traffic Control Devices, to concrete and fiberglass streetlight poles owned by the PUD, provided that there are no electric distribution or transmission system facilities present. The guideline sets out permissible size and weight criteria, and limits the number of signs to two per pole. Because these signs are public safety related and are owned by local governments, the District is able to allow this use without charge.

Please note, however, that the PUD will not be allowing critical signs, such as stop signs. The concern is that if such a critical sign were damaged by a car pole accident, for example, public safety might be significantly compromised.

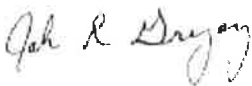
The District's new guideline makes clear that municipalities that choose to use these streetlight poles for regulatory and warning signs are wholly responsible for them. The District will not be responsible for replacing signs or contacting the municipality if a sign is damaged or has to be removed, though we may provide courtesy calls if practicable.

Finally, we will be asking all the municipalities that plan to or are using District-owned streetlight poles for regulatory and warning signs to enter into a simple agreement that authorizes and allocates responsibility for the use of these poles for such signs. Since there is already an agreement between the PUD and most of the municipalities for the streetlights themselves, the regulatory and warning sign agreement can be a simple addendum.

We very much appreciate your cooperation in working with the PUD on this matter. We would be happy to answer any further questions you have. We will be following up with you to provide a proposed agreement and to clarify whether the signs your municipality is using or plans to use conform to the PUD's new guidelines.

Please do not hesitate to contact myself or Brenda White (425) 783-8011, you have additional questions or concerns.

Very truly yours,

A handwritten signature in dark ink, appearing to read "John R. Gregory". The signature is fluid and cursive, with the first name "John" being the most prominent.

John Gregory
Distribution Services Manager
(425) 783-8391

EXHIBIT B

MUNICIPALITY STREET LIGHTING CONTRACT

PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY (herein called the "District"), and City of Lake Stevens (herein called the "PURCHASER"), do hereby agree as follows:

SECTION 1. SERVICE

This Municipality Street Lighting Contract (herein called the "Contract") covers street lighting service only, for municipalities, public agencies, and/or governmental or tribal entities.

SECTION 2. TERM OF CONTRACT

This Contract shall become effective upon the date set forth below, and shall cover a period of ten (10) consecutive years beginning July 21, 2017 and shall be automatically renewed from year to year thereafter unless either the District or the Purchaser gives written notice of cancellation at least thirty (30) days prior to the anniversary date.

SECTION 3. MUNICIPAL OWNED AND MAINTAINED STREET LIGHTING SERVICE

The Purchaser hereby agrees during the Contract period to buy exclusively from the District at the rates herein fixed all electric current required to light the streets, avenues, alleys, and/or other public places or publicly owned properties on Purchaser's facilities at various locations within the city limits (or properties) of City of Lake Stevens, WA, and the District agrees during said period to furnish all such electric current for said lighting.

The rates applicable to this service shall be the rates contained in the District's Rate Schedule 4, entitled "Municipal Owned and Maintained Street Lighting Service," as such Rate Schedule may be amended by the District's Board of Commissioners from time to time.

Ownership of Facilities. All poles, fixtures and equipment under this service are understood to be and remain the property of the Purchaser unless otherwise specified. The District shall not be responsible for installation, maintenance or repair of any of Purchaser's facilities.

Documentation of Facilities. As a condition of receiving service under Rate Schedule 4, the Purchaser shall within 60 days of executing this contract, and annually thereafter for the duration of the contract, provide maps or other location descriptions of all street lighting installations, including connection points and maximum wattage of each installation.

SECTION 4. MUNICIPAL STREET LIGHTING SERVICE

The District agrees during the contract period to install street lights and to maintain luminaires, fixtures and equipment on the District owned and operated facilities, as requested by the municipality, in order to light the streets, avenues, alleys, and/or other public places or publicly owned property in City of Lake Stevens, as herein specified, and the Purchaser agrees to buy from the District at the rates herein fixed all electric current, equipment and services necessary to provide such lighting.

The rates applicable to this service shall be the rates contained in the District's Rate Schedule 1 entitled, "Municipal Street Lighting Service," as such Rate Schedule 1 may be amended by the District's Board of Commissioners from time to time.

A. Specifications

1. Overhead Wiring: System to be supplied by District shall be overhead construction consisting of poles, aerial circuit. The District shall select the fixture and mounting to be used. Street lighting fixtures, complete with accessories, including brackets and all wiring, shall be furnished and installed by the District. The District also will support poles, arms, fixtures, conduit and conductors installed by third parties in residential plats, or other applications that support overhead street lights, provided the installations were done according to District standards. When light fixtures are added or replaced, fixtures of the type then in service or of modern type and comparable cost will be used.
2. Underground-Fed Installations: If requested, the District will supply District-installed poles, arms, fixtures, conduit and conductors installed for underground-fed installations that support street lights, subject to the Above Normal Installation Cost provisions set forth below. The District also will support underground-fed street light systems installed by third parties, provided the installations were done according to District standards.

B. Above Normal Installation Cost

Where the installation of equipment to provide lighting service under this schedule will, in the opinion of the District, require an above normal investment or cost on the part of the District, the customer shall advance to the District the necessary funds to cover such above normal costs before such equipment is installed.

C. Ownership of Facilities

All poles, luminaires and equipment furnished by the District for providing this service are understood to be and remain the property of the District unless otherwise specified.

D. Notification of problems

The District and municipality will cooperate and make every effort to forward reports of known or observed problems such as outages, day burners, car/pole incidents, etc.

E. Attachment of Non-Critical Regulatory and Warning Signs

Purchaser may attach non-critical regulatory and warning signs to District-owned concrete or fiberglass streetlight poles in accordance with the District's standards and guidelines. If Purchaser chooses to install such signs, the Purchaser agrees to the following terms:

1. The Purchaser shall be wholly responsible for the installation, maintenance and removal of such signs
2. In cases where the streetlight structure is damaged or must be relocated or removed, the District will not be responsible for salvaging or replacing such signs, and will not be responsible for contacting the Purchaser

3. The Purchaser agrees to indemnify, hold harmless and release the District, its Commissioners, officers, employees, and agents harmless from any and all liabilities, losses, claims, damages, costs, demands, fines, judgments and penalties arising out of or in connection with any of the Purchaser's attachments, any negligence or intentional misconduct of the Purchaser or its officers, employees, agents, contractors or subcontractor, or any failure of the Purchaser to adhere to or observe any term, provision, agreement or condition required of the Purchaser. The Purchaser specifically and expressly waives any immunity the Purchaser might have under the State Industrial Insurance law, RCW Title 51, or any similar worker's compensation act, in the event that a claim is made against the District for an injury to any employee of Purchaser; provided, however, that the Purchaser's waiver of immunity extends only to claims against the District by or on behalf of an employee of Purchaser, and such waiver does not extend to any claims by the Purchaser's employees directly against the Purchaser.

SECTION 5. GENERAL PROVISIONS

- A. Service to be Furnished: Lighting shall be in operation each night continuously from dusk to dawn. The District shall be responsible for normal wear and depreciation of District owned equipment only, but not for damage by the Purchaser.
- B. Changes to Municipally Owned and Operated Facilities. Purchaser owned facilities may be added, relocated or removed from time to time by the Purchaser, subject to the provisions of this Contract.
- C. Changes to District-Owned Facilities. Additional fixtures for Municipal Street Lighting service may be installed from time to time at the request of the Purchaser, subject to all of the provisions of this Contract. Fixtures once installed shall not be abandoned or removed during the life of this Contract, but the District shall, at the expense of the Purchaser, remove, exchange, or change the location of any fixture whenever directed by the Purchaser.
- D. Billings. Bills shall be rendered regularly based on the rates applicable to the type of lighting service and the lights installed and shall be payable in accordance with the District's Customer Service Regulations.
- E. Point of Delivery. The District shall determine, in accordance with its policies and standards, the adequacy of voltage and facilities to serve any requested installation, and the suitability of any location for District street lighting equipment. Should the District reasonably determine that a requested service is not feasible or not in accordance with applicable District standards, it shall not be obligated to comply with such request.
- F. Notices. Any and all notices to be given under this Contract are deemed sufficiently given if sent by US Mail, postage prepaid, to the representatives set forth below. Either party may designate other addresses from time to time by giving written notice to the other. Notice given by US Mail shall be presumed to be received three (3) days after mailing on any day other than a Sunday or legal holiday. If the last day of the three day period is a Saturday, Sunday or legal holiday, the period shall be extended to the end of the next day which is neither a Saturday, Sunday or legal holiday.

For the District:

For the Purchaser:

SECTION 6. RULES AND REGULATIONS

Service under this Contract is subject to the District’s standards, its Customer Service Regulations and its Electric Service Requirements Policy, as such Standards, Regulations and Requirements are amended from time to time.

SECTION 7. DILIGENCE; WAIVERS

The District shall use reasonable diligence to furnish uninterrupted service but shall not be liable for interruptions caused by strikes and/or other labor disputes, accidents or acts of God or by any cause beyond the reasonable control of the District, or by the necessity for making repairs or changes in the District’s equipment and facilities, and the Purchaser waives and shall not assert any claims against the District for damages to the Purchaser caused by any suspension, interruption, failure or curtailment of service by the District under this agreement attributable in any manner to national emergency, including voluntary cooperation by the District in any method of operation or in any program recommended or requested by civil or military authorities. No temporary interruption shall be cause for claim of breach, or termination or cancellation of this Contract. No charge shall be made for service during the period of any interruption unless the Purchaser is responsible for such interruption.

DATED this ____ day of _____, ____ .

PURCHASER:

City of Lake Stevens

**PUBLIC UTILITY DISTRICT NO. 1 OF
SNOHOMISH COUNTY, WASHINGTON**

By: _____

By: _____

Printed Name:

Title:



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: August 22, 2017

Subject: Approve Resolution 2017-12 re Sewer District Unification

Contact Russ Wright, Community Development

Person/Department: Director

Budget

Impact: N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Approve Resolution 2017-12, a resolution of the City of Lake Stevens, Washington identifying certain steps to be undertaken between Lake Stevens Sewer District and the City of Lake Stevens related to the Unified Sewer Services and Annexation Agreement.**

SUMMARY/BACKGROUND: On May 23, 2005 the City of Lake Stevens (“City”) and the Lake Stevens Sewer District (“Sewer District”) executed the Unified Sewer Services and Annexation Agreement. The Agreement provides a blueprint for the orderly transition of public sewer service in the Lake Stevens Urban Growth Area from two systems to one system, ultimately as the City’s system. Article 5, Step 2, paragraph 5.1 of the agreement provides that the Unified Sewer System shall be transferred in its entirety from the District to the City no sooner than twenty years from the date of District acceptance of the Phase I Waste Water Treatment Plant improvements construction project subject to the City satisfying then-current statutes regulating assumption of special purpose districts by code cities. It further provides that the timing may be extended or accelerated at the mutual agreement of the City and District. The Phase I improvements were accepted in 2012. The City and Sewer District have determined to move forward with unification at this time.

Resolution 2017-12 is the first step in the unification process and sets out the initial steps and timeline to begin the unification process. The Lake Stevens Sewer District adopted a similar resolution, Resolution 930, at its July 13, 2017 meeting.

Attached is a draft Scope of Work, which identifies the steps for the City and Sewer District to move forward with unification on an accelerated program. It is proposed that unification occur no later than 7 years and no sooner than 5 years from now.

Unification of the City and Sewer District was previously discussed at Council’s special meeting in January 2017 and at that time Council indicated it wished to move forward with unification at this time.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: N/A

ATTACHMENTS:

- A. Resolution 2017-12
- B. Draft Scope of Work

ATTACHMENT A

**CITY OF LAKE STEVENS
Lake Stevens, Washington**

RESOLUTION NO. 2017-12

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON
IDENTIFYING CERTAIN STEPS TO BE UNDERTAKEN BETWEEN LAKE
STEVENS SEWER DISTRICT AND THE CITY OF LAKE STEVENS RELATED
TO THE UNIFIED SEWER SERVICES AND ANNEXATION AGREEMENT.**

WHEREAS, the City of Lake Stevens (the “City”) and the Lake Stevens Sewer District (the “District”) entered into the Unified Sewer Services And Annexation Agreement on May 23, 2005 (the “Unification Agreement”) when the District assumed the City’s sanitary sewer system and

WHEREAS, Step 2 of the Unification Agreement provides for the Unified Sewer System to be transferred to the City in its entirety no sooner than twenty years from the date of the District’s acceptance of Phase I of the Waste Water Treatment Plant and that twenty-year timeline would be 2032; provided that the District and the City may mutually agree to extend or accelerate that date; and

WHEREAS, the City has requested the parties enter into the required negotiations to establish an accelerated unification/transfer date; and

WHEREAS, the District and the City are prepared to negotiate to determine an appropriate date for the unification/transfer that protects the interests of the District’s and City’s assets and ratepayers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON AS FOLLOWS:

Section 1. The City and the District shall adopt resolutions identifying Step 2 of the Unification Agreement as the respective goals to be evaluated and pursued.

Section 2. The City shall engage its resources and commit to the following schedule to pursue Step 2 of the Unification Agreement:

- a. Within twelve (12) months of adoption of this Resolution, the City shall negotiate with the District and any necessary third parties to develop the terms, conditions and process for a successful implementation of Step 2 of the Unification Agreement.
- b. Legal counsel for the City shall work with legal counsel for the District to prepare the documents, establish terms and conditions and/or work out a phased process to successfully implement Step 2 of the Unification Agreement.
- c. An anticipated date by which Step 2 of the Unification Agreement will be accelerated will be established as part of the work of the facilitator identified below.

Section 3. The City shall work with the District so that both entities are able to consider for adoption a concurrent plan to accelerate Step 2 of the Unification Agreement. The concurrent plan shall be created following this resolution to unify the two agencies no sooner than 5 years following adoption of this resolution and no later than 7 years following adoption of an amendment to the existing Unification Agreement that outlines the revised joint unification schedule.

Section 4. The City and District shall jointly participate in retaining the professional services of a mutually selected consultant to assist the City and the District to serve as a process facilitator while identifying issues, risks, solutions, public impacts and benefits in properly managing the implementation of Step 2 of the Unification Agreement. Included in the consultant scope of services, but not limited to these items will be:

- a. Development of the terms and timeline to complete unification of the two jurisdictions.
- b. Continuity of financial policies, covenants, and conditions.
- c. Labor contract compliance and protections.
- d. Transfer of assets from District to City.
- e. Risk management and insurance continuity.
- f. Uniformity of accounting practices and standards.
- g. Continuity of Sewer District management.

Section 5. The City and District shall equally share the cost of the funding a consultant with specific experience in public sector mergers and content experts in the process. The City commits to working closely with the District to finalize the facilitator scope of work and enter into a professional services contract to begin the Unification due diligence process no later than July 31, 2017.

Section 6. The District and the City shall form a joint working group to oversee the unification due diligence process.

PASSED by the City Council and APPROVED by the Mayor this 22nd day of August, 2017.

CITY OF LAKE STEVENS

By: _____
John Spencer, Mayor

ATTEST:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

ATTACHMENT B

***Draft* SCOPE OF WORK TO ACCOMPLISH DUE DILIGENCE**

**POTENTIAL UNIFICATION OF LAKE STEVENS SEWER DISTRICT
WITH THE CITY OF LAKE STEVENS**

June 15th, 2017 version

Background

The City of Lake Stevens (City) and the Lake Stevens Sewer District (District) entered into a Unification Agreement in 2005 in which the District assumed responsibility for the entire unified sewer system via a transfer of the City-owned sewer public infrastructure to the District. Subsequently, the City and District entered into a partnership by assuming loans to fund a new Wastewater Treatment Plant to replace the lagoon/pond treatment system in place since the 1960s within a flood plain adjacent to Ebey Slough.

With the District entirely responsible for design and construction of the new Plant, each entity assumed various loans to fund this project as part of the partnership. The Plant was finished, permitted and commissioned in April 2012. Per the present Unification Agreement, the District is scheduled to merge with the City 20-years following the treatment plant's commissioning unless mutually accelerated or extended by both agencies.

The purpose of this Scope is to establish the work plan for a joint LSSD – City team to negotiate the terms conditions and process for LSSD and City to accomplish unification with the assistance of an outside consultant/facilitator and content experts as needed to assure efficient, timely and effective unification.

Overall Work Plan

**Joint Committee Develop Unification phasing plan
(12 months)**

**Facilitator complete scope of services and
process work plan for unification.
(9 months)**

**Legal Counsel prepare
requirements for unification.
(6 months)**

THE EVALUATION COMMITTEE

District Team

- **Commissioner A**
- **Commissioner B**
- **General Manager**

City Team

- **Council Member A**
- **Council Member B**
- **City Administrator**

Each Agency Subject Matter Experts as needed



CONSULTANT ADVISORS

- ❖ **Consultant advisors as needed: Facilitation, Accounting, Financial, Other.**
- ❖ **Attorney for District & Attorney for City**

Monthly collaboration meetings established

- ☐ **Status Updates**
- ☐ **Information Gathering**
- ☐ **Questions/Guidance**
- ☐ **Conflict Resolution**
- ☐ **Other....**

Description of Scope

A. Financial & Staffing Consultants:

1. Financial Area

- **Policies including reserves**
- **Rate forecasting for each “enterprise”**
- **Growth & capacity forecasts**
- **Budget policies**
- **Operations and its efficiency**
- **Insurance, debt covenants and conditions.**

2. Staffing

- **Management continuity**
- **Staffing levels**
- **Salaries**
- **Use of Overtime**
- **Personnel policies and practices**

3. Procedures

- **Professional services procurement in compliance with state laws; local policies.**
- **Procurement practices.**
- **Project management practices.**
- **Development process, business process, code/ordinances.**

4. Programmatic

- **Annual maintenance plans & Level of Service (LOS)**
- **Annual operations plan for each “enterprise”**
- **Comprehensive plan**
- **6 to 10-year Capital project financial resources plan.**

5. Successful ability to pay current/future debts.

B. Integration of Organizations:

- 1. Managing any bias or cultural issues.**
- 2. Accounting systems.**
- 3. HR management, succession planning, organization structure, employee communications**
- 4. Environmental compliance items and permits.**
- 5. Transactional risks & costs.**
- 6. Engineering due diligence.**
- 7. Advice on ability to bridge any significant hurdles with any of the above: high chance of optimization or worse results**
- 8. Schedule of phased integration recommendation**
 - 5 to 7 years**
 - Other integration alternatives/phases.**

C. Legal Advisors

Principally focused on the WA Statute requirements and steps that are required to pursue an agreed early assumption of District by City:

- **Amendment to the Unification Agreement**
- **Comprehensive Plan changes**
- **Notices and Public Hearings Held**
- **Boundary Review Board**
- **Adoption of Transition Plan**
 - **Key milestones contained in Transition Plan**
 - **Bargaining Unit components**
 - **Other legalities of the assumption/closure process**



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: August 22, 2017

Subject: Soper Hill Road ILA - Discussion

Contact Russ Wright, Community Dev. Director **Budget Impact:** N/A
Person/Department: _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: No Action Requested

SUMMARY/BACKGROUND: City staff has been coordinating with the city of Marysville to develop an Interlocal Agreement (ILA) that would allow Marysville to open two streets (83rd Ave NE and 87 Ave NE) onto Soper Hill Road. The project has resulted from new and future development projects in Marysville seeking access to Soper Hill Road in Lake Stevens as a through connection. The early discussions centered around:

- Designating an area of influence in both cities that may be affected by creating this road network
- Preliminary design of the intersections
- Cost sharing, construction and maintenance

Both cities and respective counsel have reviewed two iterations of the draft ILA. The main points included in the draft ILA follow:

1. Basic requirements of the ILA that would establish parameters and designees;
2. Effective date, which would follow execution by each Council;
3. Description of projects that would include new intersections at 83rd Ave NE and 87 Ave NE;
4. Responsibilities of each jurisdiction and private developers;
5. Construction, maintenance and access; and
6. Indemnification, insurance requirement, dispute resolution, duration, etc.

Under the current draft, Marysville would be the applicant to construct the 83rd Ave NE intersection and a future private developer would be responsible to apply for and construct the intersection at 87th Ave NE. These intersections would be transferred to Lake Stevens after acceptance.

Some of the remaining issues under discussion include who the permitting authority should be, which city's design standards should be applied, affect on Lake Stevens Road and potential assessment of impact fees.

Staff is requesting that Council discuss its thoughts regarding the foundational elements of the ILA before staff brings a complete version back to Council for its review.

APPLICABLE CITY POLICIES:

Lake Stevens Engineering, Design and Development Standards
Interlocal Cooperation Act, Chapter 39.34 RCW

BUDGET IMPACT: Minimal impact. New signage will be purchased to install in our Parks and related areas.

ATTACHMENTS:

- Area of Influence



Exhibit A - Soper Hill Project Area



City limits



Area of Influence

Lake Stevens

Marysville



0 1,000 2,000 Feet