



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.



WORKSHOP MEETING AGENDA

**Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street NE, Lake Stevens**

Tuesday, September 26, 2017 – 6:00 p.m.

- 2018 Preliminary Budget

Barb

CITY COUNCIL REGULAR MEETING AGENDA

**Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street NE, Lake Stevens**

Tuesday, September 26, 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	Derek and Shane Oden	Council President
ROLL CALL:		
APPROVAL OF AGENDA:		Council President
CITIZEN COMMENTS:		
NEW EMPLOYEE INTRODUCTIONS:	Josh Machen	Russ
EMPLOYEE ANNIVERSARIES:	Dennis Irwin (10 years), Rod Pena (10 years) and Chad Christensen (15 years)	Mayor/Teri
GUEST BUSINESS:	A Jason Bierman, Department of Emergency Management *B Doug Levy, Outcomes by Levy	
COUNCIL BUSINESS:	Committee Reports	Council President
MAYOR'S BUSINESS:		
CITY DEPARTMENT REPORT:	Update	

Lake Stevens City Council Regular Meeting Agenda

September 26, 2017

CONSENT AGENDA:	*A Approve 2017 Vouchers	Barb
	*B Approve September 12, 2017 City Council Workshop Meeting Minutes	Barb
	*C Approve September 12, 2017 City Council Regular Meeting Minutes	Barb
	*D Approve Purchase of Awnings for New City Hall	Eric

PUBLIC HEARING

PUBLIC HEARING FORMAT:

1. Open Public Hearing Mayor
2. Staff Presentation
3. Council's Questions of Staff
4. Public Comments
5. Close Public Comments
6. Close Public Hearing
7. Reopen public comment portion of the hearing for additional comments (optional)
8. Close Hearing
9. COUNCIL MOTION/DELIBERATION/ACTION
 - a. Approve
 - b. Deny
 - c. Continue
 - d. Remand

*A	Ordinance 1001 Amending LSMC 14.40.010, Allowed Businesses to Include Car Washes	Dillon
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ACTION ITEMS:

*A	Approve Bid Award and Authorize Mayor to Enter into Contract with Peterson Brothers, Inc. for Repair and Installation of Guardrails	Eric
*B	Approve Agreement with NeoGov for Applicant Tracking and Employment Evaluations	Teri
*C	Approve Frontier Heights Park Conveyance	Russ

DISCUSSION ITEMS:

Marijuana Regulations Update	Russ
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EXECUTIVE SESSION:

Pending Litigation (2) – RCW 42.30.110(1)(i)
Real Property – RCW 42.30.110(1)(b)

ADJOURN

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

Special Needs

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Human Resources, City of Lake Stevens ADA Coordinator, (425) 334-1012, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

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

Report to Lake Stevens Mayor & City Council
Regarding 2017 Legislature – Regular/1st/2nd/3rd Special Sessions
Doug Levy – 9/26/17

Major Take-aways

- Legislature **averts partial state government shutdown** with 11th-hour agreement on Operating Budget and K-12 funding plan (\$7.3 billion over four years);
- **Cities fare pretty well** – most impactful cuts and shifts headed off (LEOFF 2; 2017-19 Marijuana Excise Tax two of the prime ones);
- Critical law enforcement funding for **Basic Law Enforcement Academy (BLEA) training slots** is provided – for the most part (See below);
- **New Revenues for local governments** through “Marketplace Fairness” online sales tax system (EHB 2163) as well as sales tax on bottled water and extracted fuel. Cities in Washington will receive an estimated \$208.32 million in the six-year period covering 2018-23. *Lake Stevens’ six-year estimate \$602,817 (2018-23 = \$26,951; \$82,629; \$105,341; \$118,333; \$128,956; \$140,577)*
- **Key items left undone.** Historical breakdown in terms of 2017-19 Capital Budget not being adopted; also – and linked to the Capital Budget – no agreed-upon legislative fix to the *Hirst* case involving water rights and well-water use outside UGAs

Looking at the Sessions through a City of Lake Stevens Lens

- ❖ A very good Session becomes a terrific one if 2017-19 Capital Budget (SSB 5981 or House Striker to SHB 1075) is enacted – includes **\$3.1 million for Civic Center project and \$300,000 for Lake Stevens Food Bank**;
- ❖ **Home run on 2017-19 Transportation Budget:** Hard to imagine a better outcome for our City -- \$600,000 re-appropriated to finish U.S. 2 Trestle “IJR” work; \$350,000 allocated for evaluating and recommending financing options to improve and ultimately replace the Trestle; \$1.82 million Regional Mobility Grant for either U.S. 2 ‘queue jump’ project or potential replacement; and \$420,000 for design/engineering to get 4th Street NE Access improvements on same timetable as SR 9/SR 204 construction.
- ❖ **Early-action BLEA funding** of \$2.449 million in final budget;
- ❖ **Key state-shared revenues protected and major-cost impact** parts of budgets not adopted;
- ❖ Encouraging progress on **Public Records Act (PRA) reforms** – EHB 1595; ESHB 1594;
- ❖ **Incremental-to-decent progress on homelessness/affordable housing/mental health** -- \$102M in new mental health investment and \$8.9M for homelessness assistance; 4-year extension of Document Recording Fee. (NOTE: Increase in Document Recording Fee not adopted);
- ❖ **Another no-go on systematic revenue and/or structural improvements for local governments** such as 1 percent modification and liquor revenue restoration. Legislature again shows that unless new revenue or new options hitched to *their* wagon (e.g. online sales taxes, or Connecting Washington circa 2015) – progress hard to come by;
- ❖ **Important ‘bad bill’ initiatives beat back** – For example, no “5G” bill to undermine local right-of-way authority but highly recommending the city move forward on Model Policy adoption.

Specific Report Card on Lake Stevens' 2017 Agenda Priorities

- ✓ **Capital Budget request – Civic Center:** Still waiting for final 2017-19 Capital Budget - \$3.1 million for Civic Center and \$300,000 for Food Bank pretty well locked in. **Incomplete;**
- ✓ **Affordable Housing/Homelessness Prevention/Mental Health:** Good progress in Operating Budget – with \$60+ million pending in Capital Budget for Behavioral/Mental Health and homelessness. Over \$106 million for Housing Trust Fund pending in Capital Budget. Medicaid Waiver for supportive housing goes forward. 4-year extension of DRF but no increase. Local options bill (SHB 1797) 'dies' at close of 3rd Special. Some **nice and partial wins**, **couple setbacks**;
- ✓ **Protect and restore "state-shared" revenues, local fiscal needs:** State restructures its 1 percent property tax limit but does not extend the same authority to local governments. Legislation to restore 'capped' liquor revolving account revenues passes out of House Appropriations 30-3 but then stalls. LEOFF 2 funding protected, 2017-19 hit to marijuana excise tax likely averted, state-shared revenues preserved, and above-referenced new sales tax revenues forthcoming through "Marketplace Fairness"/bottled water. PRA bills allow you to offset costs of electronic records request processing, to better handle batch and complicated requests, to say no to 'any and all' requests, to clarify complex requests. **Some wins**, but also **some setbacks**.
- ✓ **Address Public Safety – Fund Critical Needs:** Final Operating Budget (**SSB 5883**) allocates \$2.449 million in early monies for +8 BLEA classes, but for FY 2018 and FY 2019, new funding for only six (6) additional classes a year instead of eight (8). **Good outcome** – wished for better;
- ✓ **Transportation – Continued Forward Progress:** Great budget outcomes for U.S. 2 Trestle, 4th Street NE, etc. **Success!**

Thoughts and To-Do Items Going Forward

- Your **advocacy work made a difference** – without a doubt – on Transportation, Operating Budget. Our **work isn't done** (*Capital Budget*);
- Use the **PRA tools** you've been given – but also **don't forget the 'metrics'** you need to honor;
- Don't ignore the **looming 5G threat** – pro-active adoption of Model Policy will help cities heading into the 2018 Session;
- It's nice to have the **new online sales tax revenue** – but so long as there is a growing K-12 "mouth to feed," the **threats to local revenue distributions and authority** aren't over;
- Legislature continues to be **averse to helping cities and counties with systematic, structural changes** – even with revenue projections up about \$100 million just since lawmakers left town. This comes even though growth is at its height, public safety obligations are unprecedented, and housing/homelessness/mental health challenges are as acute as they've ever been;
- For things like BLEA and state-shared revenue distributions, **we have to scrap and claw – local governments can't assume these are untouchables** anymore;
- **Elections matter.** Race for 45th District State Senate seat could approach a combined \$10 million, determines control of the Washington State Senate in 2018 and beyond. If Senate turns over to a Democratic Majority, Lake Stevens could have one of its own as Transportation Chair.
- **Crystal Ball for 2018?** Short Session – but expect to see a completed Capital Budget and some tenuous deal on *Hirst*. Look for more focus on K-12 (especially pending *Court's McCLeary verdict*), mental health/homelessness/housing, and ongoing debate over 'ST3.'
- **We're baaaaaack!** Already, we are going to be sitting down with Mayor and staff early next month to map out potential 2018 priority items to bring to Council.



CITY DEPARTMENT REPORT SEPTEMBER 26, 2017 CITY COUNCIL MEETING

- Human Resources
 - Guild negotiations
 - Review health & welfare options for all employees
 - Drafting proposal of non rep salary schedule
- Planning
 - Permit Status year to date
 - 530 building permits applications / 468 issued
 - 2621 scheduled inspections
 - 146 land use applications / 67 complete
 - 127 right-of-way applications / 102 issued
 - 15 sign permit applications / 14 issued / 1 void
 - 8 special use permits
 - 118 business license applications
 - Jeanie is attending the Reviving Rural Downtown workshop in Ritzville
 - Planning and Community Development Staff interviewed teams for the beautification plan. Staff will be forwarding a recommendation to Council at their first October meeting.
 - Several final plat applications will be coming to Council for final approval this Fall.
 - Parks staff is coordinating with the Police Department, Fire District and service clubs on the coordination of Halloween and Winter holiday events.
- IT Department
 - Telephone Systems RFP due date for proposals is Friday, September 22, 2017
 - BitLocker Drive Encryption service is up and running, ITD to perform testing on select machines before rolling it out City wide.
 - New City Hall Conference Room B media center is completed
 - Working with ISOsource on transition of IT support over to Lake Stevens Fire



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BLANKET VOUCHER APPROVAL
2017

Payroll Direct Deposits	9/15/2017	\$193,610.44
Payroll Checks	43419-43423	\$7,058.54
Tax Deposit(s)	9/15/2017	\$82,230.63
Electronic Funds Transfers	ACH	\$12,808.73
Claims	43424-43531	\$476,152.74
Void Checks	43278, 43285, 43249, 42789, 43310	(\$17,291.99)
Total Vouchers Approved:		\$754,569.09

This 26th day of September 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

September 26th



City Expenditures by Type on this voucher packet

Personnel Costs	\$	200,669	27%
Payroll Federal Taxes	\$	82,231	11%
Employer paid Benefits - By Check	\$	6,766	1%
Employee paid benefits - By Payroll	\$	6,074	1%
Supplies	\$	50,179	7%
Professional Services*	\$	282,366	37%
Intergovernmental Services	\$	48,871	6%
Capital **	\$	84,006	11%
Debt Payments	\$	10,700	1%
Void Check	\$	(17,292)	-2%
Total		\$754,569.09	100%

Large Purchases

*

Pavement Overlays - \$99,303

**

City Hall Building - \$64,977



Checks to be Approved for 9/8/2017 to 9/21/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
3 Kings	43424						Check Total
							\$16,550.90
		9/21/2017	9818	001-013-518-20-48-00	GG-Repair & Maintenance	Abatement on 20th Street Houses	\$30,600.90
				621-000-389-20-00-02	Retainage - Other PW Project	Retainage - 3 Kings - Abatement on 20th Street Houses	(\$14,050.00)
Ace Hardware	43425						Check Total
							\$199.05
		9/21/2017	55820	101-016-544-90-31-02	ST-Operating Cost	Stencils	\$13.05
			56005	101-016-544-90-31-02	ST-Operating Cost	Irrigation parts	\$47.88
				410-016-531-10-31-02	SW-Operating Costs	Irrigation parts	\$47.88
			56075	101-016-544-90-31-02	ST-Operating Cost	Engine Oil	\$11.97
				410-016-531-10-31-02	SW-Operating Costs	Engine Oil	\$11.97
			56077	101-016-544-90-31-02	ST-Operating Cost	Return concrete mix	(\$21.95)
			56133	101-016-544-90-31-02	ST-Operating Cost	Roller tray/cover	\$7.06
				410-016-531-10-31-02	SW-Operating Costs	Roller tray/cover	\$7.05
			56176	001-008-521-20-31-02	LE-Minor Equipment	Rain-X Car wash soap	\$17.40
			56177	001-008-521-21-31-00	LE-Boating Minor Equipment	Cable/Ferrule/stops for boat	\$4.72
			56182	101-016-544-90-31-02	ST-Operating Cost	Fittings/bleach for shop repair	\$8.31
				410-016-531-10-31-02	SW-Operating Costs	Fittings/bleach for shop repair	\$8.31
			56190	101-016-544-90-31-02	ST-Operating Cost	Couplings/unions for fixing air line at shop	\$53.81
				410-016-531-10-31-02	SW-Operating Costs	Couplings/unions for fixing air line at shop	\$53.82
			56218	101-016-544-90-31-02	ST-Operating Cost	Couplings/unions for fixing air line returned	(\$39.71)
				410-016-531-10-31-02	SW-Operating Costs	Couplings/unions for fixing air line returned	(\$39.70)
			56292	001-008-521-21-31-00	LE-Boating Minor Equipment	Seat Belts PT67	\$1.75
			56312	001-008-521-21-31-00	LE-Boating Minor Equipment	License Plate Bracket PT45	\$5.43
Advance Auto Parts	43426						Check Total
							\$300.39
		9/21/2017	2421-264068	101-016-544-90-31-02	ST-Operating Cost	Door handle repair kit PW60	\$57.71
				410-016-531-10-31-02	SW-Operating Costs	Door handle repair kit PW60	\$57.71
			2421-264084	101-016-544-90-31-02	ST-Operating Cost	Rust Fix Paint Gen set cart	\$24.53
				410-016-531-10-31-02	SW-Operating Costs	Rust Fix Paint Gen set cart	\$24.54
			2421-264304	101-016-544-90-31-02	ST-Operating Cost	Serpentine belt/Switch PW63	\$13.82
				410-016-531-10-31-02	SW-Operating Costs	Serpentine belt/Switch PW63	\$13.82
			2421-264331	001-010-576-80-31-00	PK-Operating Costs	Sandable primer & flat black paint	\$6.16
				101-016-544-90-31-02	ST-Operating Cost	Sandable primer & flat black paint	\$6.15
				410-016-531-10-31-02	SW-Operating Costs	Sandable primer & flat black paint	\$6.15



Checks to be Approved for 9/8/2017 to 9/21/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Advance Auto Parts	43426	9/21/2017	2421-264334	101-016-544-90-31-02	ST-Operating Cost	Serpentine belt PW63	\$17.78
				410-016-531-10-31-02	SW-Operating Costs	Serpentine belt PW63	\$17.78
			2421-264377	101-016-544-90-31-02	ST-Operating Cost	Battery Cable Ends PW62	\$5.33
				410-016-531-10-31-02	SW-Operating Costs	Battery Cable Ends PW62	\$5.33
			2421-264388	101-016-544-90-31-02	ST-Operating Cost	Solder PW62	\$11.56
				410-016-531-10-31-02	SW-Operating Costs	Solder PW62	\$11.57
			2421-264411	101-016-544-90-31-02	ST-Operating Cost	Armoral cleaner	\$10.23
				410-016-531-10-31-02	SW-Operating Costs	Armoral cleaner	\$10.22
Alexander Printing	43427	Check Total					\$236.95
		9/21/2017	51710	001-010-576-80-31-00	PK-Operating Costs	Banners for Frontier Aquisition	\$236.95
Jennifer Anderson	43428	Check Total					\$110.00
		9/21/2017	050817	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-Supervisor Ldrshp Institute-Kirkland-J Anderson	\$110.00
James Barnes	43429	Check Total					\$408.00
		9/21/2017	031617	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-1st Level Supervision-Burien-Barnes	\$370.00
			062617	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-FTO training-Tulalip-Barnes	\$38.00
Kerry Bernhard	43430	Check Total					\$370.00
		9/21/2017	041417	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-Homicide Investigation-Burien-Bernhard	\$370.00
Big Trees	43431	Check Total					\$4,807.94
		9/21/2017	14959	302-010-576-90-31-00	Tree Mitigation Expenditures	Trees for City Hall replanting	\$4,807.94
Bills Blueprint	43432	Check Total					\$43.67
		9/21/2017	559915	001-000-341-81-00-00	Duplicating Srv	BLD2016-764 Agnew	\$43.67
Beth Braun	43433	Check Total					\$13.74
		9/21/2017	091317	001-013-518-20-31-00	GG-Operating	Ice Reimbursement for City Picnic	\$13.74
Business Card	43434	Check Total					\$12,205.74
		9/21/2017	0597 0917	001-008-521-20-32-00	LE-Fuel	Fuel PT64	\$33.88
				001-008-521-20-43-01	LE-Business Meetings	Ride to Conquer Cancer Explorer Detail mtg	\$41.06
		1923 0917	001-013-594-18-60-02	GG - City Hall Demo	Zebra Badge ID Card Printer & Supplies	\$1,508.90	
		2956 0917	001-008-521-20-31-01	LE-Fixed Minor Equipment	Pelican Lighting System	\$677.95	
			001-008-521-20-43-00	LE-Travel & Per Diem	Hotel deposit-WASPC-Chelan-Dyer	\$113.09	
			001-008-521-21-48-00	LE-Boating Repair & Maint	Boat cowling repair on Yamaha	\$1,697.00	
		4396 0917	001-004-514-23-43-00	FI-Travel & Meetings	Budget Workshop	\$46.81	



Checks to be Approved for 9/8/2017 to 9/21/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Business Card	43434	9/21/2017	4396 0917	633-000-589-30-00-10	Gun Permit - FBI Remittance	Background check - peddler license	\$12.00
			4517 0917	001-005-518-10-31-00	HR-Office Supplies	USB flash drives/Eagle Tec HUB/Zebra color ribbon	\$80.98
			6863 0917	001-008-521-21-31-00	LE-Boating Minor Equipment	Autetether repair on PT45	\$74.80
				520-008-594-21-63-00	Capital Equipment	Touch Monitor w/Stylus Color Ultra Thin HD	\$129.89
			7280 0917	001-008-521-20-31-02	LE-Minor Equipment	Waft Bladeless Fan w/remote control	\$119.99
				001-008-521-20-42-00	LE-Communication	Postage	\$10.55
			7638 0917	001-008-521-20-31-02	LE-Minor Equipment	KINGDO Surface Car Charger/charging cable	\$25.94
				001-008-521-20-32-00	LE-Fuel	Fuel	\$8.27
				001-008-521-20-41-01	LE-Proessional Serv-Fixed	Transcription services	\$86.10
			7988 0917	001-010-576-80-31-00	PK-Operating Costs	City Logo window vinyl	\$123.12
				001-013-594-18-60-02	GG - City Hall Demo	Employees Only door signs	\$51.96
					GG - City Hall Demo	City Logo window vinyl	\$123.12
					GG - City Hall Demo	Exit Door signs	\$155.85
					GG - City Hall Demo	RAB Lighting Slim Wallpack LED 120v Photocell Wallmount Bronze	\$444.14
					GG - City Hall Demo	Material return	(\$235.09)
			8026 0917	001-013-518-20-32-00	GG-Fuel	Fuel for PW41	\$35.32
			8484 0917	001-007-558-50-31-00	PL-Office Supplies	Planttags	\$25.95
				001-007-558-50-35-00	PL-Small Tools	4 Alvin PW3 Weight Bag	\$66.40
				001-007-558-50-41-03	PL-Advertising	Postcard mailer Lake Safety Pilot Program	\$747.69
					PL-Advertising	Postcard mailer LUA2017-0093 Planned Action	\$20.38
					PL-Advertising	Postcard mailer-LUA2017-0121 NOA	\$39.57
					PL-Advertising	Postcard mailer-LUA2017-0128 NOA	\$22.82
					PL-Advertising	Postcard mailer-LUA2017-0130 NOA	\$34.94
				001-007-558-50-43-00	PL-Travel & Mtgs	Hotel-2017 Planning Directors Conference-Chelan-Wright	\$134.22
				001-007-558-50-49-00	PL-Miscellaneous	Washington Assoc Permit Tecnicians Dues	\$35.00
				001-007-558-50-49-01	PL-Staff Development	2017 Planning Directors Conference-Chelan-Wright	\$350.00
					PL-Staff Development	Bitco Training-Meyers/Fenrich	\$300.00
				001-007-571-00-30-00	PL - Park & Recreation	DVD rental Moana - Movie on the Lake	\$335.00
				001-013-518-20-48-00	GG-Repair & Maintenance	Wash City Car PW41	\$8.00
				001-013-594-18-60-02	GG - City Hall Demo	Kitchen supplies new City Hall	\$377.55
					GG - City Hall Demo	Console Table and plungers for new City Hall	\$175.50
			8877 0917	001-008-521-20-31-01	LE-Fixed Minor Equipment	Titan Replacement SMART Battery for Motorola radio	\$31.06



Checks to be Approved for 9/8/2017 to 9/21/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Business Card	43434	9/21/2017	8877 0917	001-008-521-20-31-02	LE-Minor Equipment	USB flash drives and 1 portable hard drive	\$180.45
				001-008-521-20-41-00	LE-Professional Services	Database searches	\$54.45
				001-008-521-20-43-00	LE-Travel & Per Diem	Hotel-DT Instructor Level 1-Burien-Lyons	\$712.50
					LE-Travel & Per Diem	Per Diem-Teaching Lexis Class-Ubert-Marysville	\$12.09
				001-008-521-20-43-01	LE-Business Meetings	Ubert/Beazizo business mtg	\$20.05
				001-008-521-22-31-00	LE- Investigation Ops Costs	Dry Erase Marker Cleaner	\$51.66
					LE- Investigation Ops Costs	Truck bed mat/Pelican lighting/Pop up Canopy/Dry Erase board	\$1,179.83
					LE- Investigation Ops Costs	Brochure holders	\$42.49
					LE- Investigation Ops Costs	Cosco Delux 4 pack folding chairs	\$68.51
					LE- Investigation Ops Costs	Cosco Delux 6 ft x 30 inch folding Table	\$47.98
			001-008-521-30-31-00	LE-Community Outreach Supplies	Hole Punch/Binder Rings/Tablecloth/Office 365 manual	\$60.61	
			9438 0917	001-008-521-20-31-02	LE-Minor Equipment	CO alarm	\$59.45
			9455 0917	001-008-521-20-31-01	LE-Fixed Minor Equipment	Nikon D5500 Digital SLR Dual Lens Kit	\$749.00
					LE-Fixed Minor Equipment	Lexar Pro 32GB SDHC UHS-I/U1 Card w/Image Rescue Software	\$280.92
					LE-Fixed Minor Equipment	Ravelli Tripod/Nikon Wireless remote/Pelican Case	\$283.82
					LE-Fixed Minor Equipment	Nikon Micro Pro Kit	\$281.95
				001-008-521-20-31-02	LE-Minor Equipment	Light bulb for 2015 Dodge Charger	\$40.28
				001-008-521-20-41-01	LE-Proessional Serv-Fixed	1500 Thumbnails/month cameraid	\$9.99
Cadman Materials Inc	43435	Check Total					\$500.78
		9/21/2017	9436293286	410-016-531-10-31-02	SW-Operating Costs	Asphalt around catch basins - 10th St	\$362.56
			9436299407	410-016-531-10-31-02	SW-Operating Costs	Asphalt around catch basins - 10th St	\$138.22
Sherri Carlson	43436	Check Total					\$60.00
		9/21/2017	Refund	001-000-362-00-00-04	Lundeen Shelter Rental	Refund of Lundeen Shelter fee	\$60.00
CDW Government Inc	43437	Check Total					\$5,708.35
		9/21/2017	JXQ0633	510-006-518-80-31-00	Purchase Computer Equipment	Tripp Mini HDMI Cable	\$44.35
			JXV9266	510-006-518-80-31-00	Purchase Computer Equipment	Startech SFP Transceiver	\$46.43
			JXW4561	510-006-518-80-31-00	Purchase Computer Equipment	Proline 1000BSX SFP Transceiver module	\$75.03
			JZQ3715	510-006-518-80-31-00	Purchase Computer Equipment	Panasonic Toughbooks 7GTSA47544-7GTSA47553	\$6,563.99
			KBG1739	510-006-518-80-31-00	Purchase Computer Equipment	Panasonic Toughbooks warranty	\$753.70
			KBN8124	510-006-518-80-31-00	Purchase Computer Equipment	Return of Sierra Airlink Cell Modem	(\$1,571.79)
			KBN8303	510-006-518-80-31-00	Purchase Computer Equipment	Return of Sierra Airlink Cell Antenna	(\$203.36)



Checks to be Approved for 9/8/2017 to 9/21/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Center for Education & Employment Law	43438						\$254.95
		9/21/2017	07132477	001-008-521-20-31-02	LE-Minor Equipment	Deskbook Encyclopedia of Public Employment Law	\$254.95
Central Welding Supply	43439						\$16.73
		9/21/2017	RN08171011	101-016-544-90-31-02	ST-Operating Cost	Argon gas	\$8.37
				410-016-531-10-31-02	SW-Operating Costs	Argon gas	\$8.36
CHS Engineers LLC	43440						\$9,465.53
		9/21/2017	371704-1708	101-016-542-30-41-02	ST-Professional Service	LUA2017-0071 McKay Plat	\$1,705.44
			371706-1708	001-007-558-50-41-01	PL-CA-Developer Reimb	LUA2017-0131 Eagle Glen North	\$608.48
			371713-1708	101-016-542-30-41-02	ST-Professional Service	LUA2017-0058 Gaines SP	\$673.20
			371714-1708	101-016-542-30-41-02	ST-Professional Service	S Lk Stevens Rd Shoulder	\$1,994.68
			371715-1708	101-016-542-30-41-02	ST-Professional Service	LUA2017-0056 School Bus Facility	\$134.64
			371718-1708	001-007-558-50-41-01	PL-CA-Developer Reimb	LUA2017-0132 Tyler Plat	\$608.48
			371721-1708	101-016-542-30-41-02	ST-Professional Service	LUA2017-0091 Hillcrest Estates	\$143.49
			371722-1708	101-016-542-30-41-02	ST-Professional Service	LUA2017-0100 Hartford Industrial	\$314.16
			371726-1708	101-016-542-30-41-02	ST-Professional Service	LUA2017-0011 Shadowhawk	\$1,607.76
			371727-1708	001-007-558-50-41-01	PL-CA-Developer Reimb	LUA2017-0118 Westlake Crossing FP	\$1,016.88
			371728-1708	001-007-558-50-41-01	PL-CA-Developer Reimb	LUA2017-0119 Westlake Crossing II SP	\$438.88
			371729-1708	101-016-542-30-41-02	ST-Professional Service	LUA2017-0111 Plifroni BLA	\$219.44
Comcast	43441						\$86.18
		9/21/2017	0808840 0817	001-010-576-80-42-00	PK-Communication	Internet services - City Shop	\$28.73
				101-016-543-30-42-00	ST-Communications	Internet services - City Shop	\$28.72
				410-016-531-10-42-00	SW-Communications	Internet services - City Shop	\$28.73
	43442						\$145.68
		9/21/2017	0991976 0817	001-010-576-80-42-00	PK-Communication	Internet services - Park & Rec Office	\$145.68
	43443						\$151.18
		9/21/2017	1012996 0817	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic Signal Control	\$151.18
Comdata Corporation	43444						\$582.88
		9/21/2017	20276306	001-008-521-20-32-00	LE-Fuel	Fuel	\$582.88
Cory De Jong and Sons Inc	43445						\$1,357.98
		9/21/2017	247702	001-013-594-18-60-02	GG - City Hall Demo	Garden Soil around New City Hall	\$1,034.55
			247710	001-013-594-18-60-02	GG - City Hall Demo	Garden Soil around New City Hall	\$323.43



Checks to be Approved for 9/8/2017 to 9/21/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Crystal Springs	43446						\$646.17
		9/21/2017	5249844090117	001-007-558-50-31-01	PL-Operating Costs	Bottled Water	\$101.84
				001-007-559-30-31-01	PB-Operating Cost	Bottled Water	\$101.84
				001-013-518-20-31-00	GG-Operating	Bottled Water	\$44.21
				101-016-544-90-31-02	ST-Operating Cost	Bottled Water	\$199.14
				410-016-531-10-31-02	SW-Operating Costs	Bottled Water	\$199.14
Databar Inc	43447						\$395.97
		9/21/2017	230214	001-004-514-23-31-00	FI-Office Supplies	1500 Checks	\$395.97
Dataquest LLC	43448						\$52.00
		9/21/2017	3274	001-010-576-80-41-00	PK-Professional Services	Background check on new employee	\$17.34
				101-016-542-30-41-02	ST-Professional Service	Background check on new employee	\$17.33
				410-016-531-10-41-01	SW-Professional Services	Background check on new employee	\$17.33
Dept of Retirement (Deferred Comp)	0						\$1,495.00
		9/21/2017	091517	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$1,495.00
Dept of Revenue	0						\$2,174.96
		9/21/2017	Aug2017	001-008-521-20-31-01	LE-Fixed Minor Equipment	August 2017 Excise/Use Tax	\$84.68
				001-013-518-90-49-06	GG-Excise Tax	August 2017 Excise/Use Tax	\$449.25
				410-016-531-10-44-00	SW-Excise Taxes	August 2017 Excise/Use Tax	\$1,641.03
Diamond Veterinary Emergency Services	43449						\$696.39
		9/21/2017	393867	001-008-554-30-51-00	LE-Animal Control	Emergency animal medical services	\$696.39
Dicks Towing Inc	43450						\$126.16
		9/21/2017	170458	001-008-521-20-41-00	LE-Professional Services	Evidence Towing case 2017-19712	\$126.16
Electronic Federal Tax Pmt System EFTPS	0						\$82,230.63
		9/21/2017	091517	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$82,230.63
Electronic Business Machines	43451						\$282.60
		9/21/2017	AR77896	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Copier repair & maintenance	\$282.60
Everett Powersports Inc	43452						\$931.34
		9/21/2017	265219	001-008-521-20-31-02	LE-Minor Equipment	Honda helmet	\$931.34
Feldman and Lee	43453						\$10,000.00
		9/21/2017	Aug2017	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender Services - Aug 2017	\$10,000.00



Checks to be Approved for 9/8/2017 to 9/21/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Jennie Fenrich	43454						\$352.07
		9/21/2017	090817	001-007-558-50-43-00	PL-Travel & Mtgs	Travel Expenses-Bitco Training-Seattle-Fenrich	\$352.07
Financial Consulting Solutions Group	43455						\$3,822.50
		9/21/2017	2563-21708091	001-004-514-23-41-00	FI-Professional Service	Annexation Analysis	\$3,822.50
Brandon Fiske	43456						\$110.00
		9/21/2017	072717	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-Basic Collision-Seattle-Fiske	\$110.00
Freightliner NW	43457						\$95.91
		9/21/2017	PC302026135:01	101-016-544-90-31-02	ST-Operating Cost	Turn signal switch PW19	\$47.96
				410-016-531-10-31-02	SW-Operating Costs	Turn signal switch PW19	\$47.95
Grainger	43458						\$1,502.62
		9/21/2017	9538323404	001-007-559-30-31-01	PB-Operating Cost	Torpedo Level/Tape Measure for Bldy Official	\$91.27
			9539157801	001-010-576-80-31-00	PK-Operating Costs	LED Mini Lightbars	\$211.12
				101-016-544-90-31-02	ST-Operating Cost	LED Mini Lightbars	\$211.12
				410-016-531-10-31-02	SW-Operating Costs	LED Mini Lightbars	\$211.12
			9539912775	001-010-576-80-31-00	PK-Operating Costs	Toilet Tissue Dispenser	\$618.25
			9541874419	001-010-576-80-31-00	PK-Operating Costs	Wasp & Hornet spray	\$27.01
				101-016-544-90-31-02	ST-Operating Cost	Wasp & Hornet spray	\$27.01
				410-016-531-10-31-02	SW-Operating Costs	Wasp & Hornet spray	\$27.01
			9545549744	101-016-544-90-31-02	ST-Operating Cost	Storage Tote	\$39.36
				410-016-531-10-31-02	SW-Operating Costs	Storage Tote	\$39.35
Granite Construction Supply	43459						\$545.34
		9/21/2017	262_00069064	001-010-576-80-31-01	PK-Ops-Clothing	Soft shell jacket-Boyd	\$26.42
				101-016-542-90-31-01	ST-Clothing	Soft shell jacket-Boyd	\$26.42
				410-016-531-10-31-00	SW-Clothing	Soft shell jacket-Boyd	\$26.42
			262_00069068	001-010-576-80-31-01	PK-Ops-Clothing	Soft shell jacket/Hoodies/Tee shirts/Jacket	\$118.79
				101-016-542-90-31-01	ST-Clothing	Soft shell jacket/Hoodies/Tee shirts/Jacket	\$118.79
				410-016-531-10-31-00	SW-Clothing	Soft shell jacket/Hoodies/Tee shirts/Jacket	\$118.80
			262_00069108	001-010-576-80-31-00	PK-Operating Costs	Decals for City Vehicles	\$36.56
				101-016-544-90-31-02	ST-Operating Cost	Decals for City Vehicles	\$36.57
				410-016-531-10-31-02	SW-Operating Costs	Decals for City Vehicles	\$36.57



Checks to be Approved for 9/8/2017 to 9/21/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Chris L Griffen	43460						\$300.00
		9/21/2017	C10109L	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender Services	\$300.00
HB Jaeger Co LLC	43461						\$724.16
		9/21/2017	190601/1	001-013-594-18-60-02	GG - City Hall Demo	Parts for Irrigation around City Hall	\$417.06
			190692/1	410-016-531-10-31-02	SW-Operating Costs	Shear Gate handles	\$307.10
Gavin Heinemann	43462						\$110.00
		9/21/2017	072717	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-Basic Collision-Seattle-Heinemann	\$110.00
Hoglund's Top Shop	43463						\$372.97
		9/21/2017	0064836	520-008-594-21-63-00	Capital Equipment	Tint for PT72	\$372.97
Honey Bucket	43464						\$453.00
		9/21/2017	0550426588	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket rental - Swim Beach	\$117.50
			0550426589	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket rental - Boat Launch	\$218.00
			0550426590	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket rental - Community Gardens	\$117.50
HW Lochner Inc	43465						\$21,380.47
		9/21/2017	2	301-016-544-40-41-02	TIZ3 - 24th St Design	24th Street SE Extension project	\$21,380.47
Industrial Supply Inc	43466						\$746.47
		9/21/2017	603441	101-016-544-90-31-02	ST-Operating Cost	Road Rake/Post Hole digger/Machete w/scabbard	\$217.32
				410-016-531-10-31-02	SW-Operating Costs	Road Rake/Post Hole digger/Machete w/scabbard	\$217.32
			604567	001-010-576-80-31-00	PK-Operating Costs	Shovels/Sling ratchet w/wire hook	\$103.95
				101-016-544-90-31-02	ST-Operating Cost	Shovels/Sling ratchet w/wire hook	\$103.94
				410-016-531-10-31-02	SW-Operating Costs	Shovels/Sling ratchet w/wire hook	\$103.94
ISOsource	43467						\$1,967.70
		9/21/2017	CW205879	001-006-518-80-41-00	IT-Professional Services	IT professional services	\$1,967.70
J Thayer Company Inc	43468						\$456.28
		9/21/2017	1174442-0	001-008-521-20-31-00	LE-Office Supplies	Envelopes	\$139.24
			1175896-0	001-008-521-20-31-00	LE-Office Supplies	Yardstick	\$5.77
			1177922-0	001-007-558-50-31-01	PL-Operating Costs	Janitorial Supplies	\$18.37
				001-008-521-20-31-01	LE-Fixed Minor Equipment	Janitorial Supplies	\$80.38
				001-010-576-80-31-00	PK-Operating Costs	Janitorial Supplies	\$41.34
				001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Supplies	\$25.26
				001-013-518-20-31-00	GG-Operating	Janitorial Supplies	\$22.96



Checks to be Approved for 9/8/2017 to 9/21/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
J Thayer Company Inc	43468	9/21/2017	1177922-0	101-016-544-90-31-02	ST-Operating Cost	Janitorial Supplies	\$20.67
				410-016-531-10-31-02	SW-Operating Costs	Janitorial Supplies	\$20.67
			1179629-0	001-013-518-20-31-00	GG-Operating	Pens/Postits/batteries/Tape	\$81.62
Johns Cleaning Service	43469	Check Total					\$81.24
		9/21/2017	2506	001-008-521-20-41-00	LE-Professional Services	Uniform cleaning services	\$81.24
Kaiser Permanente	43470	Check Total					\$360.00
		9/21/2017	66251527	001-010-576-80-41-00	PK-Professional Services	New Hire Physical Exam	\$120.00
				101-016-542-30-41-02	ST-Professional Service	New Hire Physical Exam	\$120.00
				410-016-531-10-41-01	SW-Professional Services	New Hire Physical Exam	\$120.00
Joshua Kilroy	43471	Check Total					\$740.00
		9/21/2017	072517	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem/DT Instructor Level 1/Burien-Kilroy	\$740.00
Jamie Kim PS Inc	43472	Check Total					\$720.00
		9/21/2017	6Z0814216	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services	\$210.00
			6Z1091181	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services	\$210.00
			6Z1091183	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services	\$300.00
King County Directors Association Purchasing Dept	43473	Check Total					\$60,085.05
		9/21/2017	300196190	001-013-594-18-60-02	GG - City Hall Demo	Change order on New City Hall bldg	\$62,976.54
				621-000-389-20-00-05	Retainage -Public Bldg Maint	Retainage - KCDA	(\$2,891.49)
Kroesens Uniforms	43474	Check Total					\$17.32
		9/21/2017	42420	001-008-521-20-31-02	LE-Minor Equipment	Shiny Name Badge - Hingtgen	\$17.32
Kustom Signals Inc	43475	Check Total					\$278.54
		9/21/2017	544741	001-008-521-20-31-02	LE-Minor Equipment	Battery Assembly	\$278.54
Lake Industries LLC	43476	Check Total					\$2,287.78
		9/21/2017	273514	101-016-542-66-31-00	ST-Snow & Ice - Sply	Wash Screened Sand	\$242.59
			273527	101-016-542-66-31-00	ST-Snow & Ice - Sply	Washed Screen Sand	\$242.87
			273539	101-016-542-66-31-00	ST-Snow & Ice - Sply	Washed Screened Sand	\$262.97
			273572	101-016-542-66-31-00	ST-Snow & Ice - Sply	Wash Screened Sand	\$83.46
			273619	101-016-542-66-31-00	ST-Snow & Ice - Sply	Wash Screened Sand	\$254.90
			273648	101-016-542-66-31-00	ST-Snow & Ice - Sply	Wash Screened Sand	\$80.69
			273660	101-016-542-66-31-00	ST-Snow & Ice - Sply	Wash Screened Sand	\$85.30
			33748	410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard-12th Place SE	\$180.00



Checks to be Approved for 9/8/2017 to 9/21/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Lake Industries LLC	43476	9/21/2017	33752	410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard-12th Place SE	\$135.00
			33755	410-016-531-10-31-02	SW-Operating Costs	Fill Hauled in by the yard-12th Place NE	\$135.00
			33758	410-016-531-10-31-02	SW-Operating Costs	Fill Hauled in by the yard-12th Place NE	\$135.00
			33772	410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard-12th Place SE	\$45.00
			33797	410-016-531-10-31-02	SW-Operating Costs	Broken Concrete hauled in by the yard-12th Place SE	\$180.00
			33812	410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard-12th Place SE	\$45.00
			33818	410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard-12th Place SE	\$45.00
			33831	410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard-12th Place SE	\$90.00
			33837	410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard-12th Place SE	\$45.00
Lake Stevens Fire	43477	Check Total					\$105.00
		9/21/2017	10298	001-012-569-00-48-00	CS-Aging Services R&M	2017 Fire Inspection - Senior Center	\$105.00
Lake Stevens Mini Mart	43478	Check Total					\$732.30
		9/21/2017	August2017	001-008-521-21-32-00	LE-Boating-Fuel	Fuel for Boats PT45 and TP67	\$732.30
Lake Stevens Police Guild	43479	Check Total					\$1,050.50
		9/21/2017	091517	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,050.50
Lake Stevens School District	43480	Check Total					\$5,243.88
		9/21/2017	0016170175	001-007-559-30-32-00	PB-Fuel	Fuel	\$89.73
				001-008-521-20-32-00	LE-Fuel	Fuel	\$3,534.34
				001-010-576-80-32-00	PK-Fuel Costs	Fuel	\$85.30
				101-016-542-30-32-00	ST-Fuel	Fuel	\$648.83
				410-016-531-10-32-00	SW-Fuel	Fuel	\$885.68
Lake Stevens Sewer District	43481	Check Total					\$1,032.00
		9/21/2017	090117	001-008-521-50-47-00	LE-Facility Utilities	Sewer - N Lakeshore Dr	\$86.00
					LE-Facility Utilities	Sewer - Police Station	\$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 - Vacant Houses 20th St SE	\$172.00
					GG-Utilities	Sewer - Permit Center	\$86.00
					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



Checks to be Approved for 9/8/2017 to 9/21/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Lemay Mobile Shredding	43482						Check Total	\$33.04
		9/21/2017	4534458	001-008-521-20-41-01	LE-Proessional Serv-Fixed	Shredding services	\$9.44	
			4534459	001-007-558-50-41-00	PL-Professional Servic	Shredding services	\$18.88	
				001-013-518-20-41-00	GG-Professional Service	Shredding services	\$4.72	
Les Schwab Tire Center	43483						Check Total	\$960.34
		9/21/2017	40200350935	101-016-542-30-48-00	ST-Repair & Maintenance	Tire replacement PW40	\$480.17	
				410-016-531-10-48-00	SW-Repairs & Maintenance	Tire replacement PW40	\$480.17	
LN Curtis & Sons	43484						Check Total	\$1,664.60
		9/21/2017	INV125359	001-008-521-20-31-05	LE-Equipment - New Officers	Fleece jacket - Fox	\$130.63	
			INV125367	001-008-521-20-31-05	LE-Equipment - New Officers	Pro Hat - Beazizo	\$27.50	
			INV125394	001-008-521-20-31-02	LE-Minor Equipment	Holographic Weapon Sight/SWAT equipment	\$1,395.17	
			INV125705	001-008-521-20-31-02	LE-Minor Equipment	Flashlight/Mace spray - Dyer	\$111.30	
Christopher Lyons	43485						Check Total	\$740.00
		9/21/2017	072517	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-DT Instructor Level 1-Burien-Lyons	\$740.00	
Teresa Meyers	43486						Check Total	\$274.44
		9/21/2017	090817	001-007-558-50-43-00	PL-Travel & Mtgs	Travel Expenses-Bitco Trainining-Seattle-Meyers	\$274.44	
Modern Marketing	43487						Check Total	\$332.47
		9/21/2017	MMI123763	001-008-521-30-31-00	LE-Community Outreach Supplies	Halloween Bags	\$332.47	
MPH Industries Inc	43488						Check Total	\$552.13
		9/21/2017	6001687	001-008-521-20-31-01	LE-Fixed Minor Equipment	BEE III Dash Mounted Police Radar	\$552.13	
National League of Cities	43489						Check Total	\$1,861.00
		9/21/2017	127744	001-001-511-60-31-00	Legislative - Operating Costs	NLC Direct Member Dues	\$1,861.00	
Nationwide Retirement Solution	0						Check Total	\$2,669.81
		9/21/2017	091517	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$2,669.81	
O Reilly Auto Parts	43490						Check Total	\$314.57
		9/21/2017	2960-369604	001-010-576-80-31-00	PK-Operating Costs	Starter for PW33	\$271.26	
			2960-370966	101-016-544-90-31-02	ST-Operating Cost	Water pump PW63	\$21.66	
				410-016-531-10-31-02	SW-Operating Costs	Water pump PW63	\$21.65	
Office of Minority and Womens Business	43491						Check Total	\$100.00
		9/21/2017	30312811	001-002-513-11-49-01	AD-Miscellaneous	Political Subdivision Fee 7/17-6/19	\$100.00	



Checks to be Approved for 9/8/2017 to 9/21/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Office of The State Treasurer	43492						Check Total	\$25,390.61
		9/21/2017	Aug2017	633-000-589-30-00-03	State Building Permit Remit	August 2017 State Court Fees	\$315.00	
				633-000-589-30-00-07	Public Safety And Ed. 1986	August 2017 State Court Fees	\$11,017.98	
				633-000-589-30-00-08	Public Safety And Education	August 2017 State Court Fees	\$6,612.19	
				633-000-589-30-00-09	Judicial Information System-Ci	August 2017 State Court Fees	\$4,157.41	
				633-000-589-30-00-12	Trauma Care	August 2017 State Court Fees	\$1,231.79	
				633-000-589-30-00-13	School Zone Safety	August 2017 State Court Fees	\$54.53	
				633-000-589-30-00-14	Public Safety Ed #3	August 2017 State Court Fees	\$187.39	
				633-000-589-30-00-15	Auto Theft Prevention	August 2017 State Court Fees	\$1,761.16	
				633-000-589-30-00-16	HWY Safety Act	August 2017 State Court Fees	\$9.97	
				633-000-589-30-00-17	Death Inv Acct	August 2017 State Court Fees	\$6.44	
		633-000-589-30-00-18	WSP Highway Acct	August 2017 State Court Fees	\$36.75			
Outcomes by Levy LLC	43493						Check Total	\$5,203.21
		9/21/2017	2017-08-LS	001-013-511-70-40-00	Lobbying Services	Legislative/Regulatory Consulting for August 2017	\$5,203.21	
Pacific Rim Code Services Inc	43494						Check Total	\$1,800.44
		9/21/2017	082017	001-007-559-30-41-00	PB-Professional Srv	Plan Reviews BLD2016-0573/BLD2017-0319	\$1,800.44	
Pacific Survey Supply	43495						Check Total	\$10,771.16
		9/21/2017	SI-1074534	001-008-521-20-31-02	LE-Minor Equipment	Dual axis Total Station	\$10,771.16	
Kristen Parnell	43496						Check Total	\$370.00
		9/21/2017	041417	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-Homicide Investigation Class-Burien-Parnell	\$370.00	
Pertteet Engineering Inc	43497						Check Total	\$5,437.01
		9/21/2017	20120176.001-27	301-016-544-40-41-00	Street Op - P&D - 20th St SE	20th Street SE Phase II-Segment 1 Design	\$5,437.01	
Petty Cash Account	43498						Check Total	\$334.74
		9/21/2017	May-Sept17	001-001-511-60-43-00	Legislative - Travel & Mtgs	SCC-Councilmember Dinner	\$35.00	
					Legislative - Travel & Mtgs	Water for Council Meeting	\$7.99	
				001-004-514-23-43-00	FI-Travel & Meetings	SCCFOA - Training	\$60.00	
				530-016-594-48-60-00	Purchase Of Capital Equipment	DOL - vehicle lincense	\$189.00	
					Purchase Of Capital Equipment	DOL-vehicle license	\$42.75	
Pilchuck Rentals	43499						Check Total	\$4,342.18
		9/21/2017	55259	410-016-531-10-45-00	SW-Equipment Rental	Excavator rental- 79th and 10th St SE	\$4,342.18	



Checks to be Approved for 9/8/2017 to 9/21/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Puget Sound Energy	43500	9/21/2017	24316495 0917	001-010-576-80-47-00	PK-Utilities	Natural Gas Services - City Shop	\$11.58
				101-016-543-50-47-00	ST-Utilities	Natural Gas Services - City Shop	\$11.58
				410-016-531-10-47-00	SW-Utilities	Natural Gas Services - City Shop	\$11.93
	43501	9/21/2017	3723810 0917	001-008-521-50-47-00	LE-Facility Utilities	Natural Gas Services - N Lakeshore Dr	\$76.65
Quilceda Paving & Construction Inc	43502	9/21/2017	6041	101-016-542-30-41-00	ST-Overlays	2017 Pavement Overlays	\$99,303.13
				621-000-389-20-00-01	Retainage - Street Project	Retainage-Quilceda Paving-Overlays	(\$4,965.16)
			6054	101-016-542-30-41-00	ST-Overlays	2017 Pavement Overlays	\$12,032.58
				621-000-389-20-00-01	Retainage - Street Project	Retainage-Quilceda Paving-Overlays	(\$552.46)
Republic Services 197	43503	9/21/2017	0197-002145763	001-010-576-80-31-00	PK-Operating Costs	Dumpster services - City Shop	\$127.90
				101-016-542-30-45-00	ST-Rentals-Leases	Dumpster Rental - City Shop	\$108.07
				101-016-544-90-31-02	ST-Operating Cost	Dumpster services - City Shop	\$127.90
				410-016-531-10-31-02	SW-Operating Costs	Dumpster services - City Shop	\$127.90
				410-016-531-10-45-00	SW-Equipment Rental	Dumpster Rental - City Shop	\$108.06
	43504	9/21/2017	0197-002145572	001-010-576-80-31-00	PK-Operating Costs	Dumpster svcs - Lundeen Park	\$395.16
				001-010-576-80-45-00	PK-Equipment Rental	Dumpster rental - Lundeen Park	\$27.91
	43505	9/21/2017	0197-002146435	001-013-518-20-31-00	GG-Operating	Dumpster services - City Hall	\$116.58
				001-013-518-20-45-00	GG-Equipment Rental	Dumpster rental - City Hall	\$16.20
SCCFOA	43506	9/21/2017	091417	001-003-514-20-43-00	CC-Travel & Meetings	SCCFOA meeting 9/28/17	\$60.00
SirennetCom	43507	9/21/2017	0219249-IN	520-008-594-21-63-00	Capital Equipment	Lights & Sirens for PT75	\$357.24
			0219616-IN	520-008-594-21-63-00	Capital Equipment	Lights & Sirens for PT75	\$608.20
Six Robblees Inc	43508	9/21/2017	14-356864	101-016-544-90-31-02	ST-Operating Cost	Trailer plugs for all PW vehicles	\$82.04
				410-016-531-10-31-02	SW-Operating Costs	Trailer plugs for all PW vehicles	\$82.03



Checks to be Approved for 9/8/2017 to 9/21/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
SmartSign	43509						\$449.93
		9/21/2017	MAT-106825	001-004-514-23-31-00	FI-Office Supplies	AlumiGuart Metal Asset Tags - 500	\$449.93
Snohomish County PUD	43510						\$15,078.06
		9/21/2017	104743272	001-012-572-20-47-00	CS-Library-Utilities	200206977 Library	\$259.73
				001-013-518-20-47-00	GG-Utilities	200206977 Library water meter	\$143.15
			104743344	001-013-518-20-47-00	GG-Utilities	200245215 Family Center	\$113.06
			104743971	001-013-518-20-47-00	GG-Utilities	200206019 City Hall	\$409.52
			111373121	001-008-521-50-47-00	LE-Facility Utilities	200558690 Police N Lakeshore Drive	\$108.99
			111374711	001-012-575-50-47-00	CS-Community Center-Utilities	200860922 Community Center	\$143.36
			114695015	001-010-576-80-47-00	PK-Utilities	200748721 Parks	\$48.24
			121327461	001-010-576-80-47-00	PK-Utilities	201513934 Parks	\$16.44
			121329030	101-016-542-63-47-00	ST-Lighting - Utilities	200363505 Traffic Signal	\$77.17
			127936801	101-016-542-63-47-00	ST-Lighting - Utilities	201860178 Traffic Signal	\$144.77
			127937104	001-013-518-20-47-00	GG-Utilities	201956075 War Memorial	\$25.17
			127937163	101-016-542-63-47-00	ST-Lighting - Utilities	201973682 Street Lights	\$46.02
			134537569	001-013-518-20-47-00	GG-Utilities	201783685 Annex	\$161.25
			134541503	101-016-542-63-47-00	ST-Lighting - Utilities	202648705 Street Lights	\$48.78
			137753717	101-016-542-63-47-00	ST-Lighting - Utilities	201595113 Street Lights	\$244.21
			137753856	001-013-518-20-47-00	GG-Utilities	221412273 New City Hall	\$119.42
			137757070	101-016-542-63-47-00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	\$46.29
			141062405	001-010-576-80-47-00	PK-Utilities	203531959 Mobile at 2424 Soper Hill Rd	\$54.14
			141062574	101-016-542-63-47-00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge lights	\$22.05
			144387675	101-016-542-63-47-00	ST-Lighting - Utilities	202988481 Street Lights	\$156.13
			144388003	001-010-576-80-47-00	PK-Utilities	203203245 Lundeen Restrooms	\$514.48
			144390823	101-016-542-63-47-00	ST-Lighting - Utilities	202670725 Street Lights	\$1,215.46
			150976096	001-012-575-30-47-00	CS-Historical-Utilities	202289237 Museum	\$8.22
				001-012-575-51-47-00	CS-Grimm House Expenses	202289237 Grimm House	\$8.22
			150976527	101-016-542-63-47-00	ST-Lighting - Utilities	203115522 Street Light meter	\$128.77
			160616510	001-010-576-80-47-00	PK-Utilities	202513354 Park lighting	\$16.44
			167087616	101-016-542-63-47-00	ST-Lighting - Utilities	202624367 Street Lights	\$10,798.58
Snohomish County PW S	43511						\$41,791.95
		9/21/2017	I000448076	101-016-542-64-48-00	ST-Traffic Control - R&M	Signal & sign repair July 2017	\$941.55



Checks to be Approved for 9/8/2017 to 9/21/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Snohomish County PW S	43511	9/21/2017	I000448077	101-016-542-64-48-02	ST-Traffic Control - Striping	Street Striping	\$30,150.40
			I000448327	410-016-591-31-78-01	SW-Parkway Crossing Det Pond	ILA Surface Water mgmt svcs-Parkway Crossing	\$10,700.00
Snohomish County Treasurer	43512						Check Total \$376.86
		9/21/2017	Aug2017	633-000-589-30-00-06	Crime Victims Compensation	August 2017 Crime Victims Compensaton	\$376.86
Snopac	43513						Check Total \$26,988.62
		9/21/2017	9330	001-008-528-00-51-00	LE-Snopac Dispatch	Dispatch Services	\$26,988.62
Sound Publishing Inc	43514						Check Total \$286.12
		9/21/2017	EDH774200	001-007-558-50-41-03	PL-Advertising	LUA2017-0121 Refuge Early Clearing & Grading	\$72.36
			EDH774217	001-007-558-50-41-03	PL-Advertising	LUA2017-0130 Lewandawski SP	\$75.80
			EDH774370	001-007-558-50-41-03	PL-Advertising	Road & Boat Launch Closure Notice	\$25.92
			EDH774497	001-007-558-50-41-03	PL-Advertising	LUA2017-0128 Brown SP/Monterey II LLC	\$75.80
			EDH776154	001-013-518-30-41-01	GG-Advertising	9/12/17 Workshop meeting notice	\$36.24
Sound Security Inc	43515						Check Total \$14,952.52
		9/21/2017	863576	001-013-594-18-60-02	GG - City Hall Demo	Access Cards for New City Hall	\$598.95
			863577	001-013-594-18-60-02	GG - City Hall Demo	Fire System new City Hall	\$14,353.57
John Spencer	43516						Check Total \$221.09
		9/21/2017	060117	001-001-513-10-43-00	Executive - Travel & Mtgs	Mileage & Parking for Jan-May 2017	\$221.09
Standard Insurance Company	0						Check Total \$6,305.46
		9/21/2017	083117	001-000-284-00-00-00	Payroll Liability Other	Life/Disability Ins Premiums	\$206.50
				001-002-513-11-20-00	AD-Benefits	Life/Disability Ins Premiums	\$65.37
				001-003-514-20-20-00	CC-Benefits	Life/Disability Ins Premiums	\$105.79
				001-004-514-23-20-00	FI-Benefits	Life/Disability Ins Premiums	\$184.14
				001-005-518-10-20-00	HR-Benefits	Life/Disability Ins Premiums	\$70.67
				001-006-518-80-20-00	IT-Benefits	Life/Disability Ins Premiums	\$141.89
				001-007-558-50-20-00	PL-Benefits	Life/Disability Ins Premiums	\$385.98
				001-007-559-30-20-00	PB-Benefits	Life/Disability Ins Premiums	\$429.60
				001-008-521-20-20-00	LE-Benefits	Life/Disability Ins Premiums	\$2,939.74
				001-010-576-80-20-00	PK-Benefits	Life/Disability Ins Premiums	\$268.16
				001-013-518-30-20-00	GG-Benefits	Life/Disability Ins Premiums	\$120.01
				101-016-542-30-20-00	ST-Benefits	Life/Disability Ins Premiums	\$747.45
				401-070-535-10-20-00	SE-Benefits	Life/Disability Ins Premiums	\$12.94



Checks to be Approved for 9/8/2017 to 9/21/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Standard Insurance Company	0	9/21/2017	083117	410-016-531-10-20-00	SW-Benefits	Life/Disability Ins Premiums	\$627.22
Stericycle Inc	43517	Check Total \$33.14					
		9/21/2017	3003971069	001-008-521-20-41-01	LE-Proessional Serv-Fixed	Hazardous waste disposal	\$33.14
Tacoma Screw Products Inc	43518	Check Total \$582.52					
		9/21/2017	18172510	001-010-576-80-31-00	PK-Operating Costs	Pins/bits/cable ties/brake cleaner/sawzall blades	\$59.07
				101-016-544-90-31-02	ST-Operating Cost	Pins/bits/cable ties/brake cleaner/sawzall blades	\$59.06
				410-016-531-10-31-02	SW-Operating Costs	Pins/bits/cable ties/brake cleaner/sawzall blades	\$59.06
		18173201	001-010-576-80-31-00	PK-Operating Costs	Bits/Degreaser cleaner/sawzall blades/Loctite	\$135.11	
			101-016-544-90-31-02	ST-Operating Cost	Bits/Degreaser cleaner/sawzall blades/Loctite	\$135.11	
			410-016-531-10-31-02	SW-Operating Costs	Bits/Degreaser cleaner/sawzall blades/Loctite	\$135.11	
		Dean Thomas	43519	Check Total \$110.00			
9/21/2017	041817			001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-Supervisor Ldshp-Kirkland-Thomas	\$110.00
ULINE	43520	Check Total \$531.32					
		9/21/2017	89869577	001-010-576-80-31-00	PK-Operating Costs	Air Freshener/batteries/safety hats/charging kit/sign post	\$177.10
				101-016-544-90-31-02	ST-Operating Cost	Air Freshener/batteries/safety hats/charging kit/sign post	\$177.11
				410-016-531-10-31-02	SW-Operating Costs	Air Freshener/batteries/safety hats/charging kit/sign post	\$177.11
UPS	43521	Check Total \$22.49					
		9/21/2017	74Y42357	001-008-521-20-42-00	LE-Communication	Evidense shipping	\$13.80
			74Y42367	001-008-521-20-42-00	LE-Communication	Evidense shipping	\$8.69
US Postal Service	43522	Check Total \$166.00					
		9/21/2017	2017-2018	001-013-518-20-31-00	GG-Operating	PO Box 257 rental 2017-2018	\$166.00
Craig Valvick	43523	Check Total \$110.00					
		9/21/2017	042317	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-FBI-LEEDA-Kirkland-Valvick	\$110.00
Vantagepoint Transfer Agents - 108991	43524	Check Total \$460.44					
		9/21/2017	091517	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	\$460.44
Vantagepoint Transfer Agents - 307428	43525	Check Total \$694.71					
		9/21/2017	091517	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$694.71



Checks to be Approved for 9/8/2017 to 9/21/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Steve Warbis	43526						Check Total \$370.00
		9/21/2017	041417	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-Homicide Investigation-Burien-Warbis	\$370.00
Washington State Criminal Justice	43527						Check Total \$425.00
		9/21/2017	201128811	001-008-521-40-49-01	LE-Registration Fees	Instructor Development reg fees-Lyons	\$425.00
Washington State Patrol	43528						Check Total \$372.00
		9/21/2017	I18001465	633-000-589-30-00-10	Gun Permit - FBI Remittance	Weapons permit background checks	\$372.00
Washington State Support Registry	0						Check Total \$163.50
		9/21/2017	091517	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$163.50
Weed Graafstra & Associates Inc	43529						Check Total \$19,905.53
		9/21/2017	167	001-011-515-30-41-00	LG-Professional Service	Legal services - General Matters	\$19,905.53
Neil Chad Wells	43530						Check Total \$95.00
		9/21/2017	061917	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-CIT-Everett-C Wells	\$95.00
Zachor and Thomas Inc PS	43531						Check Total \$10,992.13
		9/21/2017	708	001-011-515-30-41-01	PG-Prosecutor Fees	Prosecutor retainer August 2017	\$10,992.13
Total							\$571,192.10



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

Tuesday, September 12, 2017
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 6:10 p.m. by Mayor John Spencer

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Rauchel McDaniel, Kathy Holder

ELECTED OFFICIALS ABSENT: Councilmember Gary Petershagen, Kurt Hilt, Marcus Tageant, and Todd Welch

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director/City Clerk Barb Stevens (6:15 p.m.), Public Works Director Eric Durpos, Police Commander Ron Brooks, Human Resources Director Teri Smith and Deputy City Clerk Kathy Pugh, IT Manager Troy Stevens

OTHERS:

Mayor Spencer called the meeting to order at 6:10 p.m.

2017 Council Retreat: Update on Goals and Accomplishments:

City Administrator Gene Brazel commented that many of the goals and objectives identified at the January 2017 retreat have been met. He reviewed each of the goals and objectives and updated on their status as follows:

Chamber of Commerce: There have been several meetings where service was discussed. The Chamber is now providing routine reports and monthly statistics. Additionally, the Chamber has expressed interest in expanding their use of the Visitor Information Center now that city staff is being relocated to City Hall.

Beautification Plan: Staff has reviewed this with current consultants as it works through the North Cove Park and Chapel Hill projects. There are lots of ideas and staff is working toward putting a plan in place. One objective next year is to rebuild Lundeen Park under the beautification plan guidelines.

Communications Position: This position was created to act as Council liaison to improve communications. Important accomplishments were achieved including bringing up the new website and a much-improved presence on Facebook. However, because of competing priorities the position will be ended at the end of September and the position may potentially be retooled in 2018.

IT Upgrades: ISOsource was retained to assist with in depth upgrades to the City's IT system, including standardizing applications across the City, updating software, backing up all servers, and implementing IT policies and procedures and improved securities. Also, the Lake Stevens

Fire Department will be moving to ISOutsource for all of its IT service needs and the City will be providing as emergency backup if needed.

Annexation: Staff worked with the property owners to the northeast of the City resulting in a petition for annexation which was presented to Council in August, and the annexation is moving forward.

Sewer District Merger: The City and Sewer District entered into an agreement to cooperatively work toward a merger sooner than originally scheduled. There are funds set aside in the 2018 budget for a consultant to assist with this process.

BBQ Replacement at Lundeen Park: While this did not happen, the park is scheduled for a major rebuild in 2018 including installing an irrigation system, reseeding the park and replacing the playground structures.

Sign Code: Fees were reviewed and adopted earlier this year, including adding discretionary administrative authority for small modifications.

Fire Extinguisher Policies: The City worked with Lake Stevens Fire to address concerns. The Police Chief and Fire Marshall are still working on changing some procedures.

Library: Although the initial effort for a bond failed, this is back on the ballot in early 2018. The Library has been working with the City on the initial design for Chapel Hill.

Economic Development Priorities: There are five identified priorities:

- Sports Tourism: The City determined not to host a duathlon until the City Hall, North Cove Park and downtown projects are completed, so that the City can put its best foot forward.
- 20th Street SE Retail and Business Recruitment: Staff continues to work on this. Roadways are under design for 24th and 91st which will provide a retail corner on 20th Street SE and Highway 9, staff is meeting with developers who might be interested in this retail area. Public Works Director Durpos added that the right of way acquisitions for 20th Street SE are nearly completed.
- Downtown Redevelopment: The EIS was issued and the plans should be completed this fall and winter; the North Cove Park Plan is still in design.
- Lake Stevens Center Redevelopment: This is moving forward with Super Saver Foods open; Bartell's, Five Rights Brewery and Vernon Village are all under construction.
- Annexations and Industrial Development: Was previously discussed.

Council Stipend: Council have been issued cell phones and laptops.

Public Works Department Organization: This department was reorganized by creating a City Engineer position under the Public Works Director. A new Public Works Director was brought in and after the former City Engineer left, a Senior Engineer was hired. For the time being the City Engineer position is on hold and two field positions were created instead.

Veterans Commission: The Veterans Commission was formed on April 25, 2017. All commissioners are appointed and the first meeting is scheduled for September 18. Also, the Commission received a \$2,000 grant from the Bob Woodruff Foundation.

Boards and Commissions Assignments: This was completed and has worked well.

Historical Society: Councilmember McDaniel was appointed liaison to the Historical Society. City Administrator Brazel will also be attending these meetings. Public Works is working on painting the Grimm House and cleaning the building. Also, staff is working to keep the Historical Society involved with the downtown evolution.

North Cove Park: The park design is in progress and the City is awaiting public feedback. Also, after the staff is relocated to the new City Hall facilities, the current City Hall will be demolished and a plaza will be installed in time for winter activities. Administrator Brazel also highlighted some of the fall and winter community events that are currently being planned.

Transportation Benefit District: Staff is planning on bringing this forward later this year for further discussion, and is considering how to include the Trestle project.

Mayor Spencer commented that the City is in part waiting to see WSDOT's study on how the Trestle and east end intersections improvements can be funded, as well as the Interchange Justification Report, both of which are due to the Legislature in early 2018.

Mayor Spencer commented the City is still pulling itself up by the bootstraps and there are a lot of things still needing to be done. Now that Lake Stevens is the fifth largest city in Snohomish County these things cannot be let go. He noted that it's been a year since Chief Dyer was hired, and the Police Department is functioning very well. The organization is now one where people know they can progress in their careers.

2018 Council Retreat: Scheduling/Location:

City Administrator Brazel reviewed that the budget for the upcoming retreat is around \$5,000. He commented that the facilities that were contacted were ranked by priority and cost. The one that stands out to staff is the Semiahmoo Parkway in Blaine. January 19 was selected as a possible date, but staff is open to Council's input. Also, Administrator Brazel asked if Council wants to bring in a facilitator or if they want staff to facilitate the retreat. Administrator Brazel commented that the quotes include rooms for nine staff persons, which is added as a placeholder.

Mayor Spencer added that Semiahmoo has a strong redevelopment area that would be good to view, as does nearby Blaine, which is redeveloping its waterfront.

Mayor Spencer's recommendation is that the City not use a facilitator.

Mayor Spencer asked that Council let him know either by email or personally what topics should be included in the retreat agenda. He suggested including the following topics: Comprehensive Plan and Zoning, infrastructure, transportation infrastructure, lake safety, signs, emergency preparedness, Food Bank, Senior Center and Family Center, Veterans Commission, and Trestle financing options.

Councilmember McDaniel suggested putting the meetings with WSDOT regarding the Trestle on social media.

Mayor Spencer added he thinks that the topics Community Policing and Transportation would be good to talk about, and how to relay information to the community. He said that he, Public Works Director Durpos and Commander Beazizo observed the morning commute on 20th Street SE to see if they could identify how to improve traffic flow.

Councilmember Holder commented on the number of cities whose residents converge onto the intersection of SR 2, 20th SE and SR 204 to access the Trestle.

Mayor Spencer said a number of financing options are being looked at to improve the Trestle and the westbound access to the Trestle including totally private development financing with a toll to traditional public works financing, as well as everything in between.

Councilmember McDaniel said that Cathy George at WSDOT did get back to her on repaving the westbound lanes of the Trestle and said that this project is currently rescheduled for late spring or early summer 2018, and is weather dependent.

Adjourn:

There being no further business the meeting was adjourned at 6:51 p.m.

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk

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

Tuesday, September 12, 2017
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:01p.m. by Mayor John Spencer

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Todd Welch, Rauchel McDaniel, and Kathy Holder

ELECTED OFFICIALS ABSENT: Councilmembers Gary Petershagen, Marcus Tageant, and Kurt Hilt

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director/City Clerk Barb Stevens, Public Works Director Eric Durpos, Police Commander Jeff Beazizo, Human Resources Director Teri Smith, Deputy City Clerk Kathy Pugh and City Attorney Grant Weed,

OTHERS: Monte Marti, Director Snohomish Conservation District

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

Mayor Spencer noted that both the Council President and Vice President are absent from this evenings meeting. There was concurrence that Mayor Spencer will lead the meeting.

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

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

Guest Business:

Snohomish County Conservation District Update: Monte Marti, Director of the Snohomish Conservation District, introduced himself and said he is before Council this evening to review the benefits Lake Stevens receives from the Conservation District. He then introduced the proposal by the district to transition from an assessment to a rate structure. This will increase the maximum per parcel amount from \$5 to \$10, and from \$.05 per acre to \$.10 per acres. This increase will allow the Conservation District to increase services in the areas of youth education, agricultural engagement to assist producers to be stewards of the natural resources on their properties, and landowner programs related to stormwater issues. He then responded to Councilmembers' questions.

Councilmember Holder commented that speaking for teachers, they educate their students on the benefits of conservation.

Citizen Comments: None.

Council Business:

- Councilmember Daughtry: 9/11 Memorial, Chamber of Commerce.
- Councilmember Welch: No comments.
- Councilmember McDaniel: Planning Commission.
- Councilmember Holder: Parks Board.

Mayor's Business: Budget, Snohomish County Tomorrow/Snohomish County Cities sponsored assembly on September 27.

City Department Report:

- Public Works Director Durpos: September 25 is the target date to complete the City Hall move, irrigation is completed and landscaping is being installed. Demolition of the old city hall building is still on target, 20th Street SE abatement and demolition are on schedule, 2018 street overlays are nearly completed.
- Human Resources Director Smith: Personnel Policy review and updates, Guild negotiations ongoing, budget, Senior Planner position.
- Finance Director/City Clerk Stevens: Budget, Capital Project prioritizations, Council Procedures, Public Records Act City Policy, Procurement Policy, audit.
- Police Commander Brooks: Hiring, SWAT positions filled, training, Traffic Unit up and running,
- City Administrator Brazel: Economic Alliance: Public Officials Reception is October 24, 2017.

Consent Agenda:

MOTION: Moved by Councilmember McDaniel, seconded by Councilmember Welch, to approve (A) 2017 Vouchers [Payroll Direct Deposits of \$171,933.64, Payroll Checks 43306-43309 totaling \$7,119.91, Tax Deposits of \$68,640.33, Electronic Funds Transfers (ACH) of \$238,077.61, Claims Check Nos. 43310-43418 totaling \$315,757.98, Void Check No. 43236 in the amount of \$110.00, Total Vouchers Approved: \$801,419.47]; (B) City Council Workshop Meeting Minutes of August 22, 2017; (C) City Council Regular Meeting Minutes of August 22, 2017; (D) Nourse Settlement Agreement; and (E) Interlocal Agreement with Lake Stevens Fire for Backup Internet Technology Support. On vote the motion carried (4-0-0-3).

Action Items:

Confirm Nomination of James Duffy and Amanda Adamik to Civil Service Commission:

Mayor Spencer said that on August 29, 2017 he, together with Civil Service Commissioner Chairperson Jim Palmer, Police Chief John Dyer and Human Resources Director/Civil Service Examiner Teri Smith, interviewed applicants James Duffy and Amanda Adamik for a vacancy on the Civil Service Commission. Both applicants are highly qualified and experienced and would be excellent Civil Service Commissioners.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Holder, to appoint James Duffy to Position 1 of the Civil Service Commission for an appointment that expires July 1, 2023, and Amanda Adamik to Position 3 of the Civil Service Commission for an appointment that expires July 1, 2021. On vote the motion carried (4-0-0-3).

Mayor Spencer administered the oath of office to Ms. Adamik and Mr. Duffy.

Approve Small Public Works Contract with Associated Underwater Services for Removal of Aerator: Public Works Director Eric Durpos presented the staff report and said that the City requested bids for removal of the aerator and that Associated Underwater Services had the lowest responsive bid. He noted this is a shared project with Snohomish County. He requested Council approve the Professional Services Agreement in an amount not to exceed \$51,313.68. Director Durpos then responded to Councilmembers' questions.

MOTION: Moved by Councilmember Holder, seconded by Councilmember McDaniel, to authorize the Mayor to execute a Small Public Works Contract with Associated Underwater Services, Inc. for an amount not to exceed \$51,313.68 to perform removal of the aerator and supply line. On vote the motion carried (4-0-0-3).

Approve Professional Services Agreement with American Forest Management for Arborist Services: Director Durpos presented the staff report and said that throughout the year the City has need for a professional arborist to provide an assessment of City-owned trees. In April, the City requested qualifications from arborists. The responses were reviewed, scored and ranked. American Forest Management was the best qualified to provide this service. Tonight's request is that Council authorize the Mayor to execute a Professional Services Agreement with American Forest Management, Inc. for on-call Arborist services. Director Durpos then invited Councilmembers' questions and there were none.

MOTION: Moved by Councilmember Holder, seconded by Councilmember Daughtry, to authorize the Mayor to execute a Professional Services Agreement with American Forest Management, Inc. to provide on-call Arborist Services in an amount not to exceed \$10,000. On vote the motion carried (4-0-0-3).

Authorize Mayor to Execute Quit Claim Deed Accepting Conveyance of Tuengel Real Property: City Attorney Grant Weed presented the staff report and reviewed the history of this real property conveyance, which provides access to the Centennial Trail via Hartford. The title has now been cleared and staff requests that the Council approve the acceptance of a quit claim deed from Snohomish County to Lake Stevens. Attorney Weed explained this is the first of three actions to complete this transaction. Attorney Weed then invited Council's questions and there were none.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember McDaniel, to approve the acceptance of a quit claim deed from Snohomish County to Lake Stevens and authorize the Mayor to sign the acceptance. On vote the motion carried (4-0-0-3).

Authorize Mayor to Enter into Contract with Cities Digital and Compulink Management Center, Inc for Laserfiche Enterprise Content Management System: Finance Director/City Clerk Barb Stevens presented the staff report and reminded that Council previously established a budget for purchase of an enterprise content management system (ECM) in 2016 and added funds to that budget in 2017. Since that time, the State completed a Request for Proposal for qualified vendors and systems that are in compliance with Department of Defense standards, and the City has waited for that process to be completed before moving ahead with a recommendation for purchase. Tonight's requested action is to approve the Cities Digital Software and Services Purchase and Agreement and the Technology Solution Contract with

Compulink Management Center, Inc. d/b/a Laserfiche for the purchase and installation of an enterprise content management system. She then responded to Councilmembers questions.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Holder, to approve the Cities Digital Software and Services Purchase Agreement and the Technology Solution Contract with Compulink Management Center, Inc. d/b/a Laserfiche for the purchase and installation of an enterprise content management system in the amount of \$177,481.06, with updated dates. On vote the motion carried (4-0-0-3).

Approve FCS Task Order No. 3 re Stormwater Rate Study: Director Stevens presented the staff report and said that Council previously approved a professional services agreement with FCS Group on May 1, 2016, that would be implemented in three specific tasks. Tonight's request is to approve Task 3, Stormwater Rate Study, in an amount not to exceed \$24,900. The last time the City conducted a stormwater rate study was in 2008. Director Stevens then responded to Councilmembers' questions.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to approve FCS Task Order No. 3 re Stormwater Rate Study. On vote the motion carried (4-0-0-3).

Approve Professional Services Agreement with Outcomes by Levy: City Administrator Gene Brazel presented the staff report and said tonight's requested action is to approve the Professional Services Agreement with Outcomes By Levy to provide state legislative lobbying services for the 2017-2018 legislative session. Administrator Brazel noted that after publication and distribution of the packet, the Scope of Services was modified to better reflect the legislative goals for the upcoming session. A revised Professional Services Agreement with the updated Scope of Services was distributed this evening. Administrator Brazel noted that Mr. Levy will be providing a review of the 2017 legislative activities at an upcoming Council meeting. He then responded to Councilmembers questions.

MOTION: Moved by Councilmember Holder, seconded by Councilmember Daughtry, to authorize the Mayor to sign the Professional Services Agreement with Outcomes by Levy. On vote the motion carried (4-0-0-3).

Approve Professional Services Agreement with Summit Law for Legal Services related to Labor and Employment Matters: Human Resources Director Teri Smith presented the staff report and said that approval of this Professional Services Agreement will allow the City to consult with Summit Law, a law firm that specializes in labor law, on matters related to labor and personnel, should the need arise. She then responded to Councilmembers' questions.

MOTION: Moved by Councilmember McDaniel, seconded by Councilmember Welch, to approve the Professional Services Agreement with Summit Law Group PLLC for Consultant Services for labor and personnel related services in an amount not to exceed \$30,000. On vote the motion carried (4-0-0-3).

Discussion Items:

Councilmember Holder requested an update on homelessness, including what programs are being implemented. Mayor Spencer responded that he does not have current data, but he is aware that Lake Stevens has less problems with homelessness than some of the neighboring

cities. Commander Brooks added the Police Department has identified a group of people from the Police Department who will work to address most of the homeless issues. This will include collecting data when contacts are made to provide to social workers.

Councilmember Daughtry commented at the community garden he has observed activity at the back of the garden area and he wondered what was going on. Director Durpos will look into this.

Councilmember Holder observed people with plastic shopping bags who appeared to be entering the wooded area off Lundeen Parkway in the area that would be located roughly south of the community garden.

Executive Session: None.

Study Session: None.

Adjourn:

Moved by Councilmember Welch, seconded by Councilmember Holder to adjourn the meeting at 8:23 p.m. On vote the motion carried (4-0-0-3).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk



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LAKESTEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: 26 September 2017

Subject: Temporary City Hall – Awnings

Contact	Amanda Wells	Budget	\$30,000.00
Person/Department:	<u>Public Works</u>	Impact:	<u>w/contingency</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Purchase of Awnings specified in quote for \$26,462.70 from Crystal Lite, Inc. for the Temporary City Hall.

SUMMARY/BACKGROUND: In the 2017 Budget, the Council authorized a budget for the purchase and installation of a temporary City Hall facility in an amount of \$1.4 million. The temporary City Hall facility was approved for purchase by the Council in November 2017 under a KCDA purchasing service contract (state approved purchase cooperative).

The awnings for the Temporary City Hall entrance doors and connection breezeway to Permit building were quoted from the KCDA contracted vendor to be \$36,399.38 plus sales tax. Staff has researched Pre-Fabricated Awnings with Anodized Roof framing for a savings of roughly ten thousand dollars at \$26,462.70 including sales tax. Staff is requesting authorization to purchase awnings from Crystal Lite Inc. as specified in the attached quote.

BUDGET IMPACT: This is budgeted under City Hall Project

ATTACHMENTS:

► Exhibit A: Quote



Washington
3307 Cedar Street
Everett, Washington 98201-4817
(425) 259-6000 745-6000
1-800-666-0065 U.S.A.
FAX (425) 256-6734

Spokane Distribution Center
3808 N. Sullivan Road, Building 15
Spokane Valley, WA 99216
1-800-382-5403 U.S.A.
FAX (509) 921-2137

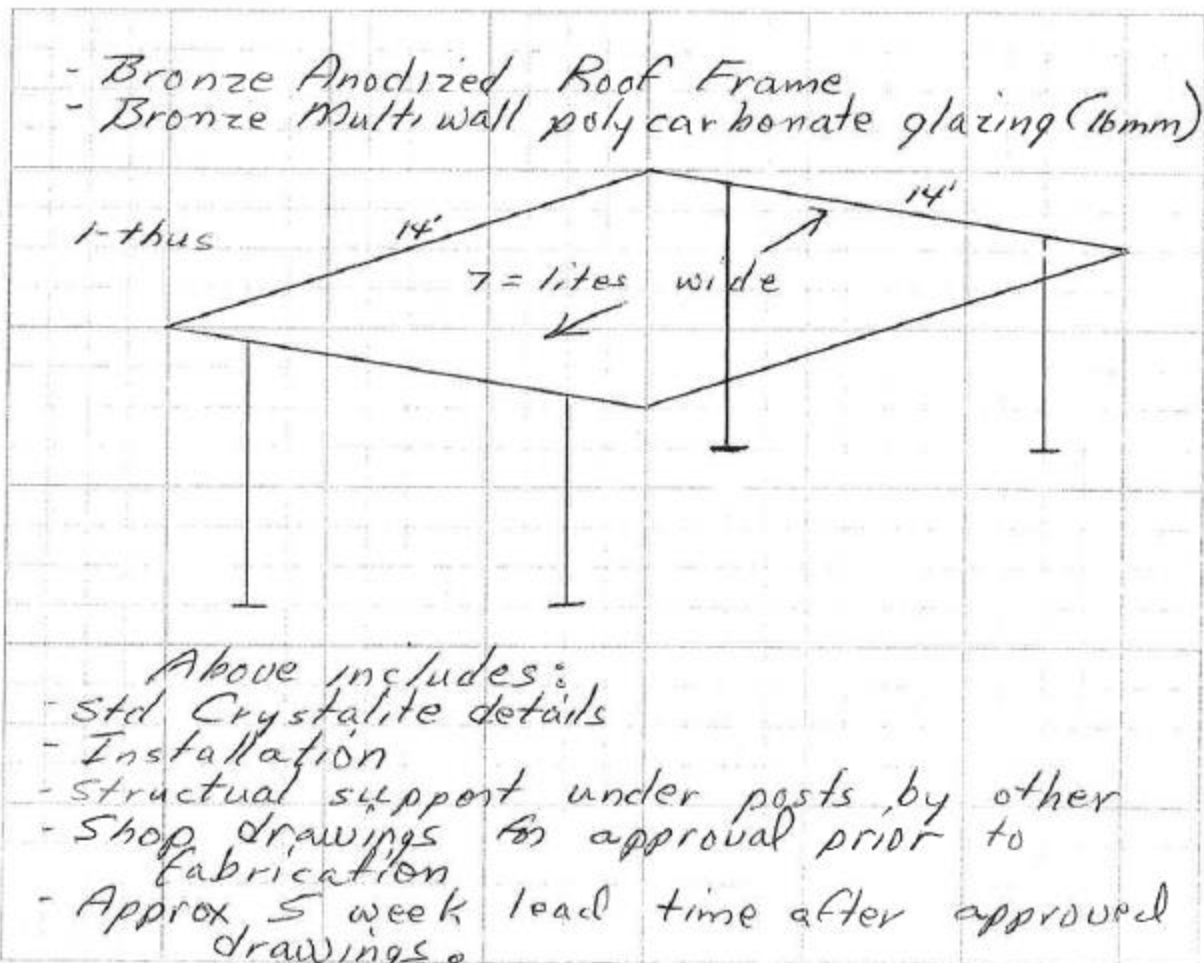
Salem Distribution Center
1452 McDonald St. NE
Salem, OR 97303
(503) 391-6000
1-800-864-1257 U.S.A.
FAX (503) 391-0974

SKYLITES • SUNROOMS • RAILINGS

Date: 9-12-17

QUOTE

To: City of LK Stevens From: Bandy Wicklund
Attn: Russ Wright Job Name: Planning or reference #
Phone: _____ Pages: _____ including attachments
Fax: _____ Bid Total: 9560⁰⁰ this pgs or see below
Email: _____



Quotation good for 30 days. Glass skylights MUST be installed on min. 2/12 pitch to validate warranty.



Washington
2307 Cedar Street
Everett, Washington 98201-4517
(425) 259-6000 745-6000
1-800-666-6065 U.S.A.
FAX (425) 258-6734

Spokane Distribution Center
3808 N. Sullivan Road, Building 15
Spokane Valley, WA 99216
1-800-382-5403 U.S.A.
FAX (509) 921-2137

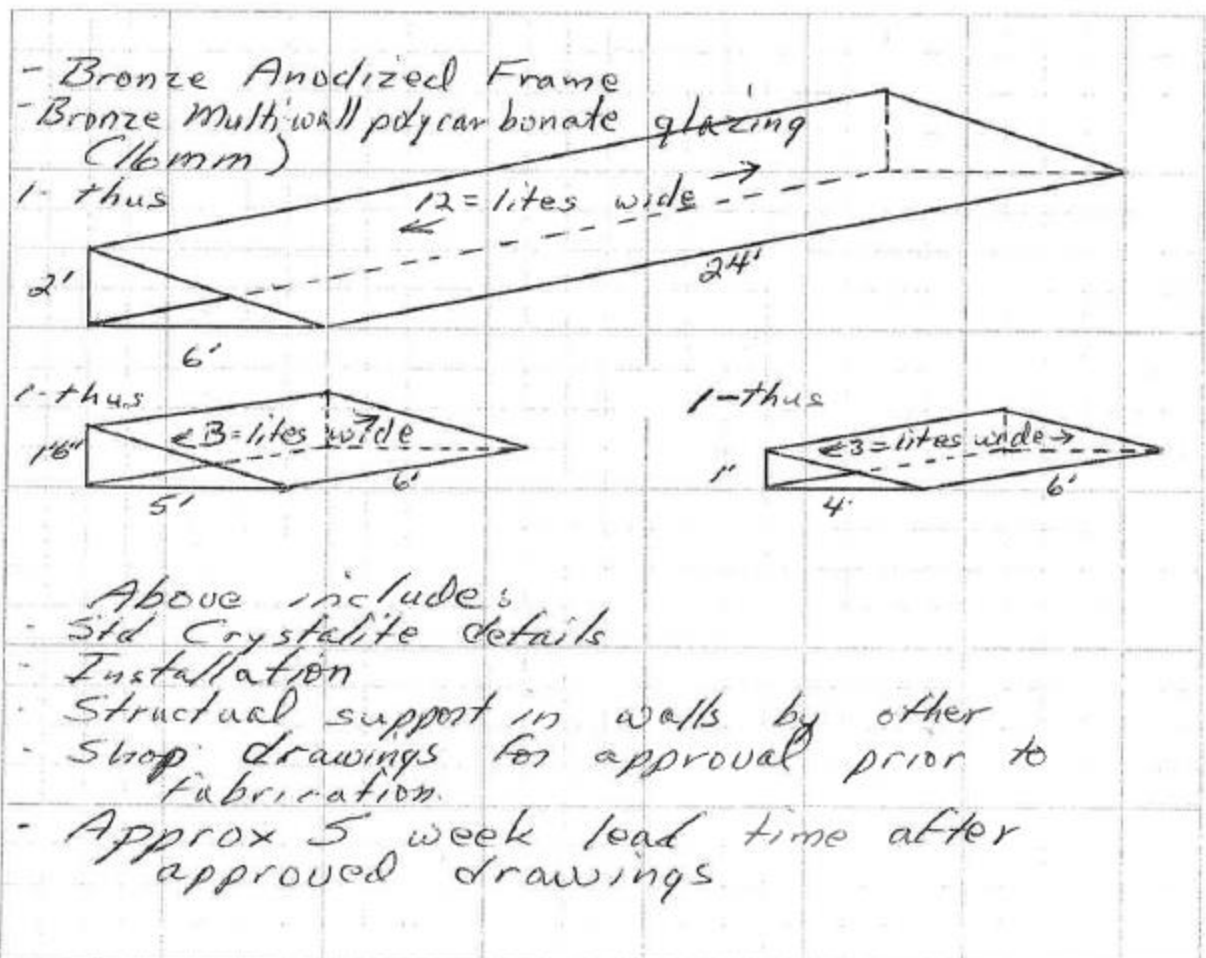
Salem Distribution Center
1452 McDonald St NE
Salem, OR 97303
(503) 391-0000
1-800-664-1257 U.S.A.
FAX (503) 391-0974

SKYLITES • SUNROOMS • RAILINGS

Date: 9-12-17

QUOTE

To: City of Lake Stevens From: Randy Wicklund
Attn: Russ Wright Job Name: Planning or reference #
Phone: Pages: including attachments
Fax: Bid Total: \$14,740⁰⁰ this page see below
Email:



Quotation good for 30 days. Glass skylights MUST be installed on min. 2/12 pitch to validate warranty.

Lake Stevens

CR 14 Canopies

Pacific Mobile Structures, Inc (PMSI)

KCDA Contract # 15-255



WA Cat #	Description	Takeoff Quantity	Unit Price	Grand Total
	Means Pricing			
	Custom Front Canopy 7' x 18'			6,815.04
	Custom Front Canopy 7' x 30' (in lieu of 7' x 18' canopy)			9,783.35
	Custom South Canopy 6' x 8'			4,482.78
	Custom East Canopies 5' x 10'			4,855.43
	Custom West Canopies 12' x 12'			9,934.79
	Means Pricing			35,671.39

Estimate Totals

Description	Amount	Totals
<u>Bond - 2%</u>	<u>727.99</u>	
<u>Total</u>		<u>36,399.38</u>



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: September 26, 2017

Subject: Code Amendment to allow the use of Car Wash in Local Business zone; LUA2017-0009

Contact Person/Department: Dillon Roth, Associate Planner **Budget Impact:** None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Public Hearing and First and Final Reading for Ordinance 1001 related to the municipal code amendments to allow car washes in the Local Business (LB) zone adjacent to state highways (LUA2017-0009).
 2. **Motion to approve Ordinance 1001:** An ordinance of the City of Lake Stevens to allow carwashes in the LB zone.
-

BACKGROUND AND PROPOSED SCOPE:

The proposed code amendment would allow car washes in Local Business zones only where those zones are adjacent to state highways. The use would be permitted with an Administrative Conditional Use Permit (ACUP). ACUPs are Type II permits with public noticing requirements and an administrative decision.

The City received the application on January 20, 2017. The Planning Commission was briefed on the proposed amendment on May 17, 2017. A Determination of Non-Significance (DNS) was issued on June 16, 2017 and no comments or appeals were received. The code amendment was granted expedited review from the Washington State Department of Commerce and no comments were received. A public hearing was held by the Planning Commission on August 2, 2017. A description of the public comments is included in the PC minutes as Exhibit D. The Planning Commission forwarded a unanimous recommendation to City Council to approve the proposal (Exhibit A of Ordinance 1001).

APPLICABLE CITY POLICIES: Table 14.40-I: Table of Permissible Uses By Zones, Chapter 14.40 LSMC.

BUDGET IMPACT: There is not a budget impact.

Attached: **Exhibit A - Ord 1001**
 Exhibit B - Planning Commission Recommendation Letter
 Exhibit C - Map of affected zones
 Exhibit D - Planning Commission Public Hearing Minutes

Exhibit A

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

ORDINANCE NO. 1001

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON
AMENDING LSMC 14.40.010 REGARDING “PERMISSIBLE USES” AND
PROVIDING FOR SEVERABILITY.**

WHEREAS, the City desires to update a portion of Section 14.40.010 of the Lake Stevens Municipal Code (LSMC) related to uses; and

WHEREAS, adoption of the code amendments will clarify uses allowed or not allowed within specific zones or provide more restrictions; and

WHEREAS, proposed code amendment is a privately-proposed amendment; and

WHEREAS, the Lake Stevens SEPA Responsible Official issued a Determination of Non-significance (DNS) for the proposed code amendments on June 16, 2017; and

WHEREAS, the city requested expedited review from the Department of Commerce on June 15, 2017 and the Department of Commerce granted expedited review on July 3, 2017; and

WHEREAS, the Lake Stevens Planning Commission conducted a duly noticed public hearing on August 2, 2017 to consider the proposed code amendments; and

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

WHEREAS, the above referenced recommendation was based on Findings and Conclusions recommended by city staff and approved by the Lake Stevens Planning Commission on September 8, 2017 in support of the code amendments; and

WHEREAS, the City Council reviewed and considered the Planning Commission’s findings, conclusions, and recommendation at a public hearing on September 26, 2017; and

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

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

Section 1. LSMC 14.40.010 is hereby amended by amending Table 14:40-I Table of Permissible Uses by Zones by adding an “A¹⁷” in the “LB” column to Use Description “9.600 Car Wash”.

Section 2. Severability. If any section, clause, phrase, or term of this ordinance is held for any reason to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and the remaining portions shall be in full force and effect.

Section 3. Effective Date. This ordinance shall be in full force and effective five (5) days from and after its passage and approval and publication as required by law.

PASSED by the City Council of the City of Lake Stevens this 26th day of September, 2017.

John Spencer, Mayor

ATTEST/AUTHENTICATION:

Kathleen Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First and Final Reading: September 26, 2017

Published:

Effective Date:

Exhibit B

SEP 12 2017

CITY OF LAKE STEVENS



Planning & Community Development

1812 Main Street
P.O. Box 257
Lake Stevens, WA 98258

September 8, 2017

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

Subject: Planning Commission Recommendation – Car Wash Code Amendment – LUA2017-0009

Dear Council Members:

The Lake Stevens Planning Commission held a briefing on Wednesday, May 17, 2017, to consider a code amendment to allow the use of a car wash in the Local Business zone on parcels adjacent to state highways. The Planning Commission held a public hearing on the proposed code amendments on August 2, 2017 where they forwarded a recommendation to City Council to approve the code amendment.

Commissioners Present: Janice Huxford, Vicki Oslund, Tracy Trout, Linda Hoult and Brett Gailey

Commissioners Absent: Jennifer Davis and Karim Ali

PLANNING COMMISSION DISCUSSION (May 17, 2017/August 2, 2017)

Staff discussed the code amendment to allow a car wash in the Local Business zone adjacent to state highways. The use would be permitted with an Administrative Conditional Use Permit (ACUP). The existing zoning currently allows gas sales and convenience stores with an ACUP and a car wash was determined to be an acceptable complimentary accessory use to an already permissible gas station/convenience store. Staff responded to questions and comments from the Planning Commission and the public.

FINDINGS AND CONCLUSIONS:

The Planning Commission hereby adopts staff's findings and conclusions as outlined in this staff report and as described in the staff reports dated May 17, 2017 and August 2, 2017 and concludes that the proposed amendments comply with the following:

1. Compliance with selected elements of the Comprehensive Plan

- The Local Commercial land use designation discourages uses that are land consumptive and allows mixed-use developments.
- Economic Development Goal 6.4 – Support employment growth in the city.
- Economic Development Goal 6.8 – Provide a predictable development atmosphere.

Conclusions – The proposed code amendments are consistent with Comprehensive Plan goals as they relate to land use and development.

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

- The applicant submitted a SEPA checklist as part of the application materials.
- A DNS was issued on June 16, 2017 (Attachment 3).
- No comments or appeals from agencies or the public were received.

Conclusions – The proposed code amendment has met local and state SEPA requirements.

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

- The city requested expedited review from the Department of Commerce on June 15, 2017
- The Department of Commerce sent granted approval on July 3, 2017 (Attachment 4).
- Staff will file the final ordinance with the Department of Commerce within 10 days of City Council action.

Conclusions – The proposed code amendment has met Growth Management Act requirements.

4. Public Notice and Comments

- The city published a notice of SEPA determination in the Everett Herald on June 16, 2017. The notice was also posted at City Hall and on the city's website.
- The city published a notice of Public Hearing in the Everett Herald on July 19, 2017 and July 26, 2017 per Chapter 14.16B LSMC. The notice was also posted at City Hall and on the city's website.

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

PLANNING COMMISSION RECOMMENDATION

Car Wash Code Amendment in the Local Business Zone: Commissioner Gailey made a motion to approve the recommendation to Council. Commissioner Trout seconded the motion. Motion passed 5-0-0-2.

Respectfully submitted,

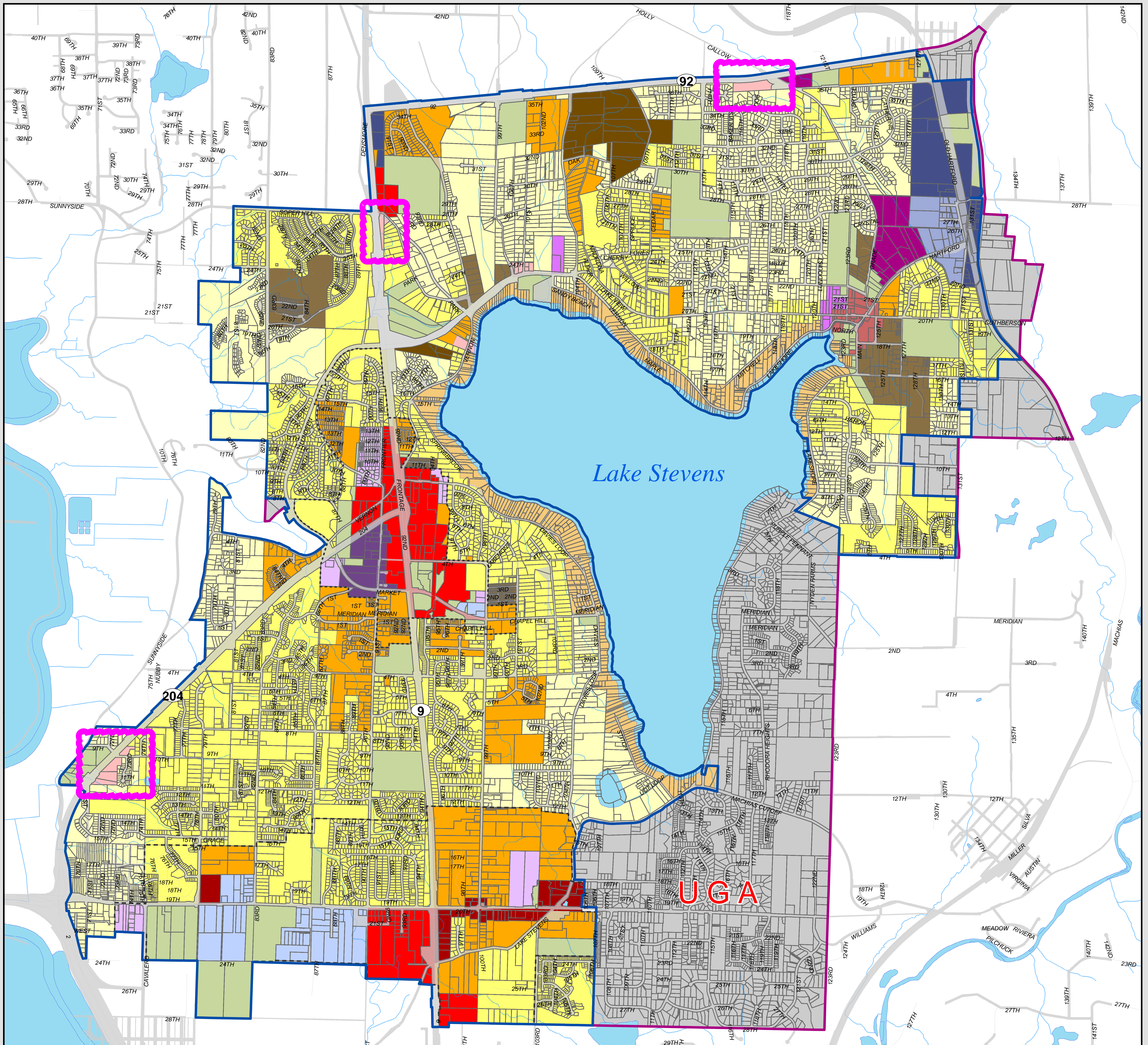
Lake Stevens Planning Commission

 _____, Jennifer Davis, Chair

 _____, Vicki Oslund, Vice-Chair



CITY OF LAKE STEVENS ZONING MAP



City Zoning

City Zones

Suburban Residential (SR)	Multi-Family Residential (MFR)	Neighborhood Business (NB)	Business District (BD)
Urban Residential (UR)	MF Development Agreement (MFDA)	Central Business District (CBD)	Light Industrial (LI)
High Urban Residential (HUR)	Mixed Use (MU)	Main Street (MS)	General Industrial (GI)
Waterfront Residential (WR)	Mixed-Use Neighborhood (MUN)	Commercial District (CD)	GI Development Agreement (GIDA)
	Local Business (LB)	Planned Business District (PBD)	Public / Semi-Public (P/PS)

Boundaries

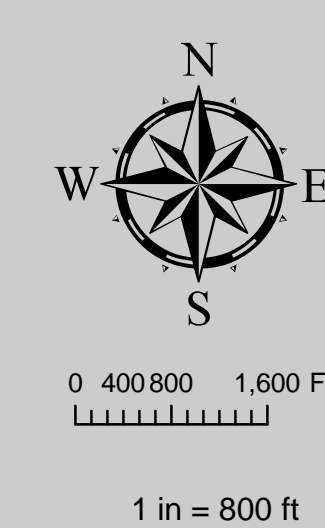
City of Lake Stevens
Unincorporated UGA
Parcels
Right-of-Way

Subarea Boundaries

20th Street SE Corridor
Lake Stevens Center

Features

Waterbody
Stream



Adopted via:
Ordinance No. 876
Ordinance No. 885
Ordinance No. 903
Ordinance No. 921
Ordinance No. 960
Ordinance No. 961
Ordinance No. 974
Ordinance No. 981
Ordinance No. 982
Ordinance No. 983

All data, information and maps are provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requestor. The city of Lake Stevens makes no warranties, expressed or implied as to the use of the information obtained here. There are no implied warranties of merchantability or fitness for a particular purpose. The requestor acknowledges and accepts all limitations, including the fact that the data, information and maps are dynamic and in a constant state of maintenance, correction and update.

Data Sources: Snohomish County (2016), City of Lake Stevens (2016)

Revision Date: JANUARY 2017

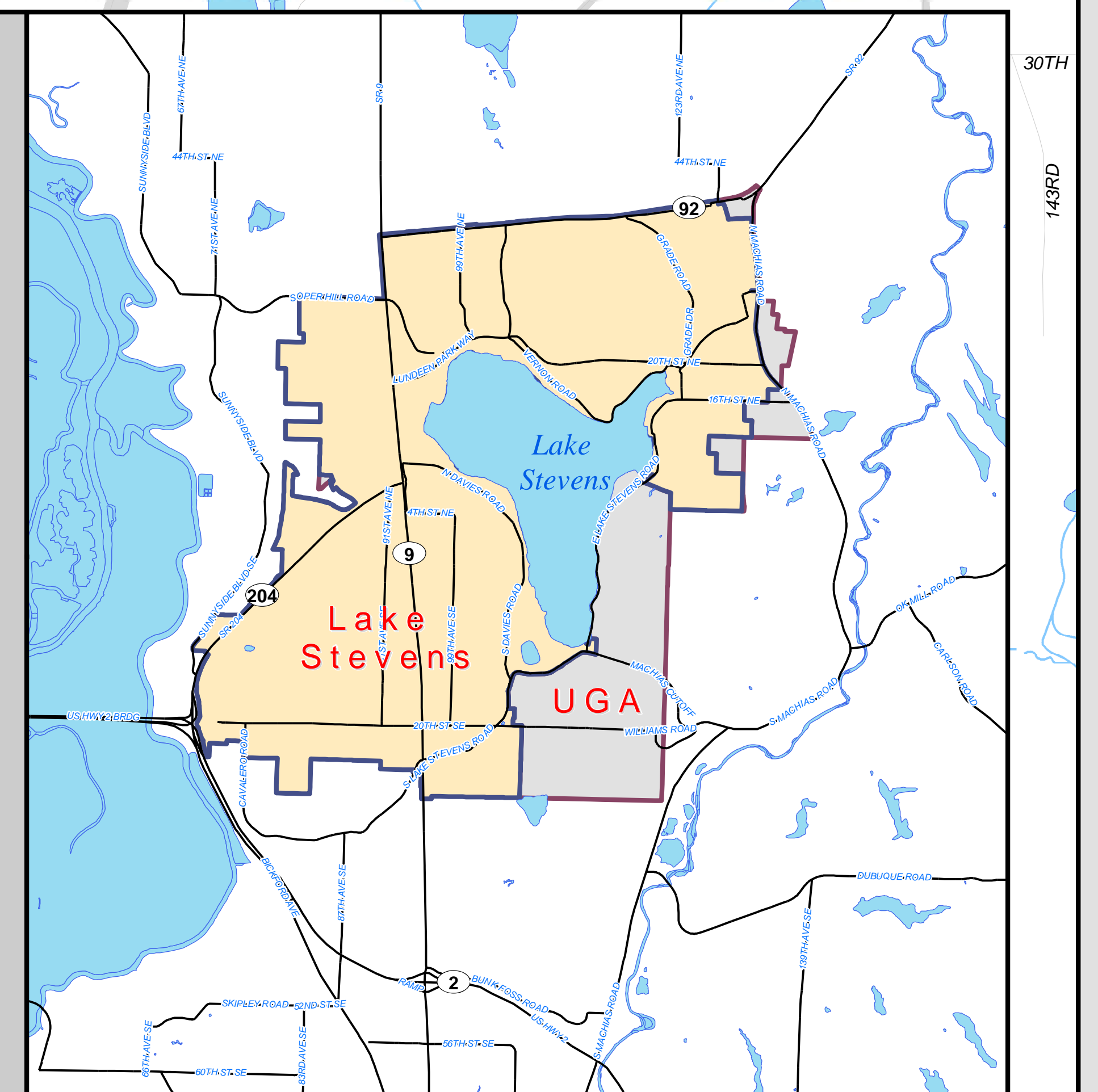


Exhibit D

PLANNING COMMISSION REGULAR MEETING MINUTES

Community Center
1808 Main Street, Lake Stevens
Wednesday, August 02, 2017

CALL TO ORDER: 7:00 pm by Chair Linda Hoult

MEMBERS PRESENT: Linda Hoult, Vicky Oslund, Tracey Trout, Janice Huxford, Brett Gailey

MEMBERS ABSENT: Jennifer Davis, Karim Ali

STAFF PRESENT: Assistant Planner Dillon Roth and Clerk Jennie Fenrich

OTHERS PRESENT: Rauchel McDaniels, Gary Petersagen, Libby Erie, Scott Erie, Shirley Molitor, Kurtis Christianson, Gretchen Mikulsky, Dave Huber, Shawn Preder, Philip Dawdy, Lenny Smith

Excused Absence: Commissioner Jennifer Davis

Guest business: Scott Erie asked what is the thought process of allowing deviations to prior land zone determinations. He has specific concerns on a new proposed development, Sedona, and safety concerns of traffic turning onto 20th St SE. Jon Preder spoke on the second location of a retail marijuana. Phillip Rawdy also spoke about a second retail store and urges the commission to consider making a determination soon, as the law is most likely about to change.

Action Items: The minutes were approved for June 21, 2017, as corrected. Commissioner Huxford made a motion to approve minutes to include new language that states the City has been asked to reach out to all the people who were interested in the initial process of allowing retail marijuana stores, Commissioner Gaily 2nd. Motion passed 5-0-0-2.

Public Hearing: LUA 2017-0009 Car Wash Amendment

PC Chair Opens Meeting-

Chair Linda Hoult opened the Public Hearing portion of the meeting.

Staff Presentation

Associate Planner Dillon Roth presented a report for a code amendment to allow car washes be allowed in Local Business zone that abut State Routes in the City of Lake Stevens. He asked Commission to make a recommendation City Council to adopt.

Commissioner's questions for staff- Commissioner Huxford asked if there has been public comments that City staff can share on any feedback on this project. A discussion followed and clarification was sought on the project. Chair Hoult re-directed the commission to consider the code amendment only.

Proponent's comments- Kurtis Christianson with ARCO spoke to the project plans. He explained that they are In negotiations to purchase this property and their decision is dependent on whether or not the car wash will be allowed. Dave Huber spoke in favor of

this suggested amendment. He believes that this accessory use will be a positive to the City.

Comments from the audience- Gretchen Mikulsky spoke to oppose the amendment. She doesn't believe that it belongs adjacent to a residential neighborhood. She expressed concerns about traffic and water runoff and noise to her neighborhood. She is concerned about the clientele that could potentially be undesirable.

Proponent comments- This is an allowable use in the zone. The car wash doesn't increase traffic as they anticipate the current customers will be the ones using the car wash. Addressing the drainage issue, he stated the car wash water is recycled and the storm water will be captured in the current drainage systems. As far as noise goes, there are several ways to mitigate noise. The decision on the noise modification will come from administration. Scott Erie asked about storm runoff. Will it go into the storm water system and not septic system. Mr. Christianson spoke to the drainage. ARCO will be required to have a detention pond or vault as directed by Administration.

Close public comments portion of hearing by motion- Commissioner Huxford made motion to close public portion. Commissioner Galey seconded. Motion carried 5-0-0-2.

Close public hearing- Commissioner Trout made a motion to close the public hearing. Commissioner Huxford seconded. The motion carried 5-0-0-2.

Commission Action by Motion – Commissioner Gailey made motion to approve the recommendation to Council on the Car Wash amendment. Commissioner Trout seconded. The motion carried 5-0-0-2.

Discussion items-

Planner Roth conducted a 2nd briefing on the proposed Storage Unit Code Amendment. Mr. Huber the proponent of this amendment was not at the last meeting to be able to explain his proposal. He was given an opportunity to clarify his position, He has an extremely difficult piece of property that really has no economic potential at the zoning it is currently in. He asked the commission to entertain the idea of having the amendment go to hearing to get public feedback. The Planning Commission decided they would entertain a different proposal and requested applicant to come back with a new vision to brief the Commission with.

Commissioner Reports:

Commissioner Gaily had no report. Commissioner Huxford reported that the Aquafest numbers were up. Commissioner Oslund-no report. Commissioner Hoult reported a Creator's Co-op would be a great addition to our community. She attended Snohomish County Tomorrow meeting where she learned that they project one million more people will be living in the Puget Sound by 2040. Snohomish County Tourism Board is developing a vision with incorporating different communities with separate but unified identities.

Adjourn: Motion by Commissioner Huxford to adjourn Commissioner Trout 2nd. Motion carried 5-0-0-2. Meeting adjourned at 8:57 p.m.

Linda Hoult, Chair

Jennie Fenrich, Clerk, Planning & Community Development



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 9/26/17

Subject: On Call Repair & Installation of Guardrail – Award of Contract

Contact / Department:	Amanda Wells	Budget	Not to Exceed
	Department of Public Works	Impact:	<u>\$75,000 Annually</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Master on Call agreement with Peterson Brothers Inc. to provide on-call Repair & Installation of Guardrails.

SUMMARY/BACKGROUND:

The maintenance of guardrail repair and installation throughout the city is a regular part of street safety and preservation. The City currently holds an interlocal agreement with Snohomish County to out source guardrail repair and maintenance. Public works has received written notification that the County is not able to provide this service currently due to a lack of available personal and current work load.

In response to this notification the city released a request for bid in August 2017. The city received one (1) responsive bid from Peterson Brothers Inc. at \$542,031.59. To create a competitive bidding process, Public Works compiled all current Guardrail inventory and quantities within City limits to create a baseline price comparison for this bid request. The need for guardrail replacement is unpredictable. It is important to public safety that needs for guardrail repair and/or replacement be addressed quickly.

The proposed agreement has a termination date of 31 December 2019 with a contractual amount not to exceed \$75,000 annually. Each time a service call on this agreement is made; a scope of service and fee is developed and charged against the \$75,000.00. If the charges deplete the contracted amount and continued services are anticipated within the term of the contract, staff will request Council authorize additional funds through a supplemental agreement.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: Street Repair & Maintenance

ATTACHMENTS:

- ▶ Exhibit A: Public Works Master Contract
- ▶ Exhibit B: Specifications
- ▶ Exhibit C: Bid

EXHIBIT A

CITY OF LAKE STEVENS MASTER NON-EXCLUSIVE ON-CALL PUBLIC WORKS CONTRACT FOR REPAIR AND INSTALLATION OF GUARDRAIL

THIS Master On – Call Public Works Contract ("Contract") is made and entered into this _____ day of _____, 2017, by and between and the City of Lake Stevens, a municipal corporation ("City") and Petersen Brothers, Inc., a Washington corporation ("Contractor").

WHEREAS, the City desires on-call Guardrail Repair & Installation services; and

WHEREAS, the City solicited a written Bid Proposal for the Contract; and

WHEREAS, the City received no responses to the Bid Proposals for the Contract and has solicited several local Contractors; and

WHEREAS, Contractor has responded with interest to provide these services; and

WHEREAS, the Contactor and the City desire to enter this Contract for said work and in accordance with the terms and conditions of this Contract.

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

1. Scope of Work-the Project.

The Contractor shall perform, carry out and complete the on-call guardrail services as assigned per INDIVIDUAL TASK APPROVAL ORDER FORM (Exhibit A) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. Each Task/Project shall be completed per the completion date on the INDIVIDUAL TASK APPROVAL ORDER FORM.

2. Contract Documents.

In addition to Contractor's attached Bid Proposal, the following documents are incorporated into the Contract by this reference:

- a. X Request for Proposal/Bid and Bid Documents
- b. X Proposal/Bid Submittal (attached)
- c. _____ Plans and Contract Drawings.
- d. X INDIVIDUAL TASK APPROVAL ORDER FORM
- e. _____ Prevailing Wage Rates
- f. _____ 2016 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).
- g. _____ 2010 APWA Supplement General Special Provisions (referenced but not attached).
- h. _____ Addenda (if any).

In the event of any inconsistencies or conflicts between the language of this Contract and these

incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

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

- a. The Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with the certificates of insurance required under Section 22.
- c. The Contractor has obtained a City of Lake Stevens Business License.
- d. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.
- e. City has issued INDIVIDUAL TASK APPROVAL ORDER FORM

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

4. Time is of the Essence/Liquidated Damages.

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

5. Payment for Project.

a. Total Contract Sum for Project. Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the INDIVIDUAL TASK APPROVAL ORDER FORM Projects under the Contract a total Contract Sum not to exceed \$35,000 for INDIVIDUAL TASK APPROVAL ORDER FORM Projects and not to exceed \$75,000 total for all INDIVIDUAL TASK APPROVAL ORDER FORM Projects under this Contract per calendar year. Work shall be in accordance with the bid price in Contractor's Bid Proposal and including all applicable Washington State Sales Tax. The total INDIVIDUAL TASK APPROVAL ORDER FORM Project sum includes all expenses and costs incurred in planning, designing and constructing the INDIVIDUAL TASK APPROVAL ORDER FORM Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

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

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

requirements of the Contract.

d. Payments. Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter. Progress payments shall be subject to withholding in accordance with subsection (f) below.

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

f. Final Payment. As each INDIVIDUAL TASK APPROVAL ORDER FORM Project is a public works project under \$35,000, the City shall not require a payment and performance bond nor withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the City shall not make the Final Payment to the Contractor on any INDIVIDUAL TASK APPROVAL ORDER FORM Project under this Contract until the Public Works Director has issued a Final Acceptance of INDIVIDUAL TASK APPROVAL ORDER FORM Project and the following has occurred:

- i. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the City.
- ii. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect to this Contract have been paid.
- iii. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, before the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.
- iv. The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.
- v. Statement of Intent to Pay Prevailing Wages. The Contractor shall provide the City with a copy of the Contractor's Intent to Pay Prevailing Wages prior to Payment. Affidavits of payment of Prevailing Wage shall be submitted after completion of each INDIVIDUAL TASK APPROVAL ORDER FORM Project.

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

h. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the INDIVIDUAL TASK APPROVAL ORDER FORM Project – Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such

time, if the unpaid balance of the amount to be paid under the INDIVIDUAL TASK APPROVAL ORDER FORM Project exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

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

6. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate 31 December 2019 and upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

7. Termination of Contract.

a. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

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

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract and INDIVIDUAL TASK APPROVAL ORDER FORM Project. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers,

agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The City will obtain and cover the City issued permits for INDIVIDUAL TASK APPROVAL ORDER FORM Projects. Other permits that may be required outside of the City's requirements are the responsibility of the Contractor to obtain and the Contractor will apply for, pay for and obtain any and all additional City, county, state and federal permits necessary to commence, construct and complete the INDIVIDUAL TASK APPROVAL ORDER FORM Project. All required permits and associated costs shall be included in the Total sum for the INDIVIDUAL TASK APPROVAL ORDER FORM Project.

10. Business License Required.

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

11. Work Ethic.

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

12. City Ownership of Work Products.

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

13. Job Safety.

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

b. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees,

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

15. Taxes and Assessments.

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

16. Nondiscrimination Provision.

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

17. The Americans with Disabilities Act.

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

18. Compliance With Law.

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

19. Guarantee of Work.

a. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of

final acceptance of the INDIVIDUAL TASK APPROVAL ORDER FORM Project work. The Contractor shall remedy any defects in its INDIVIDUAL TASK APPROVAL ORDER FORM Project work, and the materials, and equipment utilized in the INDIVIDUAL TASK APPROVAL ORDER FORM Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the INDIVIDUAL TASK APPROVAL ORDER FORM Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

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

c. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the INDIVIDUAL TASK APPROVAL ORDER FORM Project.

20 Contractor's Risk of Loss.

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

21. Indemnification and Hold Harmless.

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

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

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the

Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

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

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

22. Insurance.

The Contractor shall procure, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Failure by the Contractor to maintain the insurance as required shall constitute a material breach of contract upon which the City may, after giving five (5) working days' notice to the Contractor to correct the breach, immediately terminate the Contract or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, off set against funds due the Contractor from the City.

a. Minimum Scope of Insurance.

The Contractor shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

b. Minimum Amounts of Insurance

The Contractor shall maintain the following Insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- iii. _____ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

c. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance.

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

d. Acceptability of Insurers.

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

e. Verification of Coverage.

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, the Contractor shall provide the City with proof of insurance upon request by the City.

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

f. Contractor's Insurance for Other Losses.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

g. Subcontractors.

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

h. Waiver of Subrogation.

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

i. Notice of Cancellation of Insurance.

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

23. Assignment and Subcontractors.

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

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

c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents and INDIVIDUAL TASK APPROVAL ORDER FORM.

d. The Contractor shall, before commencing any work on any INDIVIDUAL TASK APPROVAL ORDER FORM Project, notify the City in writing of the names of any proposed

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

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

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

24. Severability.

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

b. If any provision of this Contract or INDIVIDUAL TASK APPROVAL ORDER FORM Project is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

25. Integration and Supersession.

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

26. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict

performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

27. Survival.

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

28. Contract Representatives and Notices.

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

To the City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (physical address)
Post Office Box 257 (mailing address)
Lake Stevens, WA 98258
425-334-1012

To the Contractor:

Petersen Brothers, Inc.
Attn: Ron Petersen
2008 E Valley HWY E
Sumner, WA 98390
253-869-8136

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

29. Third Parties.

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

30. Governing Law.

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

31. Venue.

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

32. Attorney Fees.

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

33. Authority.

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

34. Counterparts.

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

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

CITY OF LAKE STEVENS

PETERSEN BROTHERS, INC.

By: _____
John Spencer, Mayor

By: _____
Ron Petersen, President

Approved as to Form:

Grant K. Weed, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City Signature

Contractor Signature

Exhibit A

INDIVIDUAL TASK ORDER FORM NO. 1
TO CITY OF LAKE STEVENS
MASTER NON-EXCLUSIVE ON-CALL PUBLIC WORKS
CONTRACT FOR REPAIR AND INSTALLATION OF GUARDRAIL

This INDIVIDUAL TASK ORDER No. 1 is made and entered into on the ____ day of _____, 2017 between the City of Lake Stevens, hereinafter called the "City" and _____ hereinafter called "Contractor"

This agreement is made pursuant to and in compliance with the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ Services dated _____, 2017, following a Request for Bid awarded on _____, 2017.

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ Services dated _____, 2017 following a Request for Bid awarded on _____, 2017; and

WHEREAS, both parties desire to implement a _____ service work project pursuant to the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ Services dated _____, 2017;

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 City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for Electrical Services dated _____, 2017 (Contract), shall remain in full force and effect, and the INDIVIDUAL TASK ORDER IS AS FOLLOWS:

1. The Scope of Services for this INDIVIDUAL TASK ORDER FORM NO. ____ is as follows:

(or as set forth in attached Exhibit 1)

Performance of the services shall be subject to the terms and conditions of the Contract.

2. INDIVIDUAL TASK APPROVAL ORDER FORM No. _____ Project completion date is _____, 2017.

3. Additional specifications and requirements may be attached to this form (see attached Exhibit 2) and are incorporated into the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ Services dated _____, 2017.

4. Pursuant to Contract Paragraph 5. Payment for Project.

The Contractor agrees to perform the services and provide the material described above for the amount not to exceed \$ _____, unless modified by the City in a signed written subsequent INDIVIDUAL TASK ORDER APPROVAL FORM. In no event shall the INDIVIDUAL TASK ORDER FORM project sum exceed \$35,000.

Work shall be in accordance with the bid price in Contractor's Bid Proposal incorporated by herein by this reference and including all applicable Washington State Sales Tax. The total INDIVIDUAL TASK APPROVAL ORDER FORM Project sum includes all expenses and costs incurred in planning, designing and constructing the INDIVIDUAL TASK APPROVAL ORDER FORM Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

5. The Total Amount payable to the Contractor under the Contract is summarized as follows:

Original City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for Electrician Services dated _____, 2017, Authorized Amount not to exceed per the duration of the Contract: **\$75,000.00**

INDIVIDUAL TASK APPROVAL ORDER FORM No.

_____ \$

(List other INDIVIDUAL TASK APPROVAL ORDER FORM No. ___ as they are implemented.)

Grand Total of INDIVIDUAL TASK APPROVAL ORDER FORMS: \$ _____

Balance Remaining under City of Lake Stevens Master Non-Exclusive
On-Call Public Works Contract for _____ Services dated
_____, 2017: \$ _____

IN WITNESS WHEREOF, the parties hereto have executed this INDIVIDUAL TASK APPROVAL ORDER FORM as of the day and year first above written.

CITY OF LAKE STEVENS

PETERSEN BROTHERS, INC.

By: _____
John Spencer, Mayor

By: _____
Ron Petersen, President

ATTEST/AUTHENTICATED:

Kathy Pugh, Deputy City Clerk

Exhibit 1 -INDIVIDUAL TASK ORDER FORM NO.
Scope of Work and Costs

Exhibit 2 - INDIVIDUAL TASK ORDER FORM NO.
Additional specifications and requirements

EXHIBIT B

SPECIFICATIONS

Work Area Safety

The contractor shall assume sole responsibility and duty to provide a safe work place for its employees and agree that the City has no responsibility therefore, and that the Contractor shall indemnify and hold the City harmless for any claim damages by employees of the Contractor against the City alleging that the City failed to provide a safe work area. Contractor shall further furnish adequate protective equipment for its employees and subcontractor's employees.

Utilities

The contractor will be responsible for contacting Dig Safe for utility identification. It is the inherent risk of the work under this contract that the Contractor may encounter utilities above or below ground, or in the vicinity which interfere with the work ordered under this contract. The contractor expressly acknowledges and assumes this risk even though the nature and extent of it is unknown to both the Contractor and the City. The effect in cost or time of the presence of utilities shall neither be compensable or excusable.

Hours of Work

Except in the case of emergency or unless otherwise approved by the City, the normal straight time working hours for the contract shall be any consecutive 8-hour period between 7:00 a.m. and 7:00 p.m., Monday through Friday, unless given prior permission from the Director of Public Works. Contractor must abide by City's Noise Control requirements.

Traffic Control

The Contractor shall provide signs and other traffic control devices not otherwise specified as being furnished by the City. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on highways, roads, street, sidewalks, or paths. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.

To protect the rights of abutting property owners, the Contractor shall:

1. Conduct the construction so that the least inconvenience as possible is caused to abutting property owners;
2. Maintain ready access to driveways, houses, and buildings along the line of work;
3. Provide temporary approaches to crossing or intersecting roads and keep these approaches in good condition; and
4. Provide another access before closing an existing one whenever the contract calls for removing and replacing an abutting owner's access.

Support Items

The Contractor shall provide any necessary support items to control and secure the site and any remote storage and/or staging areas. The Contractor is responsible for the proper erections and safe application and removal of all such items.

Replacing Damaged Posts

The Contractor shall remove and replace existing damaged guard rail posts with new posts and attachment hardware as ordered by the City's authorized representative. This work will be ordered at sites where posts have been damaged but the rest of the railing system does not need to be repaired, replaced, or realigned. This work will include (but not limited to): transporting new posts and attachment hardware to work sites, removing existing guard rail, installing new posts, attaching new posts to existing guard rail, and all maintenance and protection of traffic and flagging. All damaged materials may not be reused.

New Guard Railing

The Contractor shall install new guardrail systems and components in locations determined by a City

authorized representative, in accordance with WSDOT 2016 Standard Specifications for Road, Bridge and Municipal Construction”, as amended by the APWA Supplements, hereinafter referred to as the “Standard Specifications.” All parts and materials shall be provided by the Contractor and delivered to the work site by the Contractor.

Materials and Installation

All materials and installation specifications shall be in accordance with WSDOT 2016 Standard Specifications for Road, Bridge and Municipal Construction”, as amended by the APWA Supplements, hereinafter referred to as the “Standard Specifications.” Additionally, all dimensions and placement shall adhere to the WSDOT Standard Plans unless otherwise directed by City staff. When posts are driven through asphalt concrete or treated materials, any repair to damaged or treated areas shall be repaired by the Contractor. Replacement materials and components for proprietary crashworthy end terminals shall conform to the manufactures latest approved design. All replacement components shall be from the original equipment manufacture or equal.

CONSTRUCTION REQUIREMENTS:

Removal of Entire Guardrail System or Terminal:

1. If the City determines an existing guardrail, end anchor, bridge anchor section, turndown terminal, crashworthy end terminal or other related appurtenance has been severely damaged or does not comply with current City standards or policies, the guardrail system or terminal shall be removed as designated in the work order or as directed by the City.
2. Unless otherwise designated by the City, all materials removed shall become the property of the Contractor and shall be removed from the right of way and properly disposed of.
3. If the system designated for removal includes a concrete pad, all hardware protruding above the surface of the pad shall be removed or otherwise cut off flush with the surface of the anchor. The concrete pad shall be abandoned in place unless otherwise directed by the City.

Removal and Replacement of Individual Components:

1. If the work order designates a contract pay item that includes the term "remove and replace", the Contractor shall remove the described existing component, material, hardware, or other appurtenance, in whole or in part, as designated in the work order or as directed by the City.
2. The components to be removed will be marked with paint or ribbon or other method convenient the Contractor shall furnish and install the described replacement component, material, hardware, or other appurtenance, and any incidental Items necessary to provide a fully functional system.
3. Replacement items designated in the work order may not be of the same size or material as those removed. Some items designated for replacement may be damaged and not reusable. Other items designated for replacement may not meet current standards and policies. City staff will determine the actual items to be replaced.
4. Unless otherwise directed or approved by City staff, the Contractor shall reuse any undamaged components or materials salvaged from the damaged guardrail system, terminal, or appurtenance to provide a fully functional system.

EXHIBIT C

Bid Item	Description	UOM	Quantity	Bid Price	Total
1	Remove and Replace Type 1 W-Beam Rail	LF	2765	63 ⁶⁸	176,025 ²⁰
2	Remove and Replace 6 Ft 6x8 Timber Post for Type 1 W-Beam	EA	244	207 ¹⁸	50,551 ⁹²
3	Remove and Replace 6x8 Timber Block for Type 1 W-Beam	EA	244	97 ²⁵	23,875 ⁴⁰
4	Remove and Replace Three-Beam Type 10 Rail	LF	54	105 ²⁵	5,710 ⁵⁰
5	Remove and Replace 6.5 Ft 6x8 Timber Post for Type 10	EA	12	211 ⁶³	2,539 ⁵⁶
6	Remove and Replace 6x8 Timber Block for Type 10	EA	12	100 ⁷²	1,208 ⁶⁴
7	Remove and Replace Type B Reducer Section	EA	4	808 ⁰¹	3,232 ⁰⁴
8	Remove and Replace Design C End Section	EA	20	215 ²⁷	4,319 ⁴⁰
9	Remove and Replace Design an End Section	EA	4	191 ²⁵	767 ⁰⁰
10	Remove and Replace Design F End Section	EA	2	1,099 ⁰²	2,198 ⁰⁶
11	Remove and Replace SKT-350 End Treatment	EA	14	7,428 ⁸⁹	104,004 ⁴⁶
12	Remove and Replace Design F (Thrie Beam) End Section	EA	4	2,125 ²⁴	8,502 ⁹⁶
13	Remove and Replace Guardrail Anchor Type 1	EA	34	2,926 ³⁹	99,497 ²⁶
14	Install Type 1 W-Beam Rail	LF	100	54 ²⁸	5,428 ⁰⁰
15	Install 6 Ft 6x8 Timber Post for Type 1 W-Beam	EA	9	165 ⁷¹	1,491 ³⁹
16	Install 6x8 Timber Block for Type 1 W-Beam	EA	9	46 ⁶⁷	420 ⁰³
17	Install Design C End Section	EA	2	114 ⁴¹	228 ⁸²
18	Install Guardrail Anchor Type 1	EA	2	1,341 ²⁴	2,682 ⁶⁸
19	Temporary Traffic Control	FA	1	\$5000.00	\$5000.00
				Subtotal	497,733 ³³
				8.9% Tax	44,298 ²⁷
				Total	542,031 ⁵⁹



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council

Agenda Date: September 26, 2017

Subject: NeoGov Applicant Tracking & Performance Evaluation Cloud-Based Software

Contact

Person/Department: Teri Smith/Human Resources

Budget

Impact: \$8,843.18

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Approve the Service Agreement with GovernmentJobs.com, Inc. for applicant tracking and performance evaluation cloud-based software.**

SUMMARY/BACKGROUND:

The City utilizes several manual HR processes that are time intensive. We have a current on-line application system that was created by a local city and, while helpful, is lacking in sophistication and functionality that NeoGov provides. Regarding our performance evaluations, the police department is the only one actively using a performance evaluation system. However, it is a paper system that would welcome a technology update.

In addition to on-line applications, through an integrated portal on our website, NeoGov offers the ability to provide advanced screening tools, better tracking and reporting from requisitions to hire, and the ability to schedule applicants electronically. NeoGov provides for a more defensible recruiting process by removing human subjectivity and creates an objective environment through automation.

NeoGov's Performance Evaluation online software provides the ability for a collaborative evaluation process, timely feedback, goal setting, tracking, transparency and accountability. The program automates the workflow of the evaluation process, from determining position specific competencies and feedback loops to reminders and approvals. Once competencies and goals are determined, the process highlights successes as well as shows gaps or growth opportunities in competencies. Further, this software will assist the City to achieve one of its identified goals to establish performance evaluations of staff city-wide.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$0 new dollars - Re-allocate budgeted professional service funds for pro-rated license, implementation and training costs for 2017. On-going: Applicant Tracking license fees are \$650 less than budgeted amount for current program; Performance Evaluation license fees \$5,175 plus tax.

ATTACHMENTS:

- ▶ Exhibit A: NeoGov Executive Summary
- ▶ Exhibit B: NeoGov Service Agreement

Service Agreement

THIS ONLINE SERVICES AGREEMENT (this “Agreement”) is made and entered into this 1st day of October, 2017, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a “NEOGOV”), and the **City of Lake Stevens, Washington** a public entity acting by and through its duly appointed representative (“Customer”).

1. Provision of Online Services.

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the “Services”) more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder.

(b) NEOGOV shall implement and maintain a Project Change process and associated Change Control Document (CCD) to manage and approve any changes to the Order Form and/or Order Details as herein described. The CCD will include the reason for the change, a complete description of work to be performed, an estimate of time to complete the task, associated costs, a completion date for the CCD Statement of Work and an impact analysis indicating ramifications or impacts to the overall project. No work within the CCD shall be performed by NEOGOV without Customer approval.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this Agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

(c) Where “Deliverables” means any software or other material created pursuant to NEOGOV services, Deliverables will be considered accepted when: (i) Customer provides NEOGOV written notice of acceptance; or (ii) thirty (30) days after access commenced if Customer has not first provided NEOGOV with written notice of rejection. Customer may reject a Deliverable only in the event it materially deviates from the specifications and requirements listed in the applicable Scope of Work and only via written notice setting forth the nature of such deviation.

3. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) Customer shall be responsible for ensuring that Customer’s use of the Services and the performance of Customer’s other obligations hereunder comply with all laws applicable to Customer.

(b) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV’s system. NEOGOV will have no responsibility or liability for the accuracy of data entered into or uploaded to the system by Customer, including without limitation Customer Data and any other data uploaded or input by users.

(c) Customer will comply with the Scope of Work associated with this agreement and refrain from: (i) providing System passwords or other log-in information to any third party except those specifically authorized to access the services in this agreement; (ii) share non-public System features or content with any third party; or (iii) access the System in order to build, assist, or facilitate the assembly of a competitive product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System. In the event that NEOGOV suspects any breach of the requirements provided in Section 3(c), including by way of Users of Customer’s system, NEOGOV may suspend Customer’s access to the system, in addition to other lawful remedies as required. Nothing in this Agreement shall require NEOGOV to take any action regarding the limitations set forth in Section 3(c).

(d) Customer will take reasonable steps to prevent unauthorized access to the System, including without limitation by protecting its passwords and other log-in information. Customer will notify NEOGOV immediately of any known or suspected unauthorized use of the System or breach of its security and will use best efforts to stop said breach.

4. Ownership, Protection and Security.

(a) The parties agree that the NEOGOV marks and selective Customer marks may both be displayed on and through NEOGOV's system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and data supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this Agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement. NEOGOV's logos, including the "powered by" logo, will appear on the "employment opportunities", "job description" and other NEOGOV hosted pages.

(c) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein. Customer receives no rights to the Licensed Software other than those specifically granted in Exhibit A. Without limiting Exhibit A, Customer will not: (i) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Licensed Software; or (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Licensed Software's source code.

(d) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

5. NEOGOV Representations and Warranties.

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. Publicity. Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its

legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Public Records Act of the State of WA, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law. In association with NEOGOV's concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, "screen captures", videos, or related media of NEOGOV products, pages, and related documentation shall be approved by NEOGOV prior to any publicly accessible disclosure of such media.

8. Liability Limitations.

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) **OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.**

(d) UNDER NO CIRCUMSTANCES SHALL NEOGOV'S TOTAL LIABILITY TO CUSTOMER OR ANY OTHER PERSON, REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF ACTION (WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EXCEED THE AGGREGATE AMOUNT OF FEES AND REVENUE RECEIVED BY NEOGOV HEREUNDER FOR THE INITIAL TERM(S) AND RESTRICTIONS PROVIDED IN EXHIBIT A (ORDER FORM); PROVIDED, HOWEVER THAT THE FOREGOING LIMITATIONS SET FORTH IN THIS SECTION 8(d) SHALL NOT APPLY TO ACTIONS BROUGHT UNDER 8(a) ABOVE OR TO ANY INJURY TO PERSONS OR DAMAGES TO PROPERTY ARISING OUT OF NEOGOV'S GROSS NEGLIGENCE OR WILLFUL, GROSS MISCONDUCT.

9. Term and Termination.

(a) This Agreement shall commence as of the date hereof and remain in effect in accordance with the term(s) and restrictions in Exhibit A (Order Form), unless terminated by either party as set forth herein ("Initial Term").

(b) Except where the Parties otherwise agree in writing, this Agreement shall renew automatically for successive one-year term(s) ("Renewal Term") unless Customer provides written notice to NEOGOV of its intent not to renew at least thirty (30) days before the expiration of the then-current license term. Customer acknowledges that failure to give written notice thirty (30) days before the termination date will constitute agreement to the Renewal Term.

(c) Subject to a material breach of contract and right to cure: (i) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, public policy; (ii) Customer shall have the right to terminate this Agreement without cause only upon expiration of the then-current license

term.

(d) Upon termination Customer may elect to either receive associated data files from the system or read only access for a determined period.

- (i) *Customer Data Post-Termination:* Upon request within ninety (90) days of expiration of the final license term, NEOGOV shall provide Customer with a dedicated data file from the system(s), or provide a proprietary and confidential delete of data. The dedicated data files will be comprised of Customer's standard data contained in NEOGOV's Insight system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database. For data residing on NEOGOV systems for more than ninety (90) days after the date of expiration and termination of this Agreement, NEOGOV retains the right to purge such data from NEOGOV systems without additional consent from the Customer.
- (ii) *Read Only Access:* If Customer requests NEOGOV maintain read-only access after termination of this Agreement, Customer acknowledges and agrees to an upfront payment worth 10% of the annual license of this Agreement. Access to the system(s) shall be limited to the functionality included at time of termination.

10. **Payments.**

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

(c) NEOGOV acknowledges that all invoices will be delivered to the stated "Bill To" party on the Order Form in Exhibit A. In the event that NEOGOV does not receive payment in accordance with the terms herein, including but not limited to the net due dates, Customer acknowledges and agrees that it shall be liable for any outstanding payment to NEOGOV, or either party may terminate this Agreement as applied to Section 9.

(d) Customer will pay all taxes, duties and levies imposed by all federal, state and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income, or those exempt by state law. Customer shall provide NEOGOV within ten (10) days of request of such exemption.

11. **Force Majeure.** NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

12. **Piggyback Clause.** It is understood and agreed by Customer and NEOGOV that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this Agreement. It is also understood and agreed that each local entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the new governmental entity and NEOGOV. It is also hereby mutually understood and agreed that Customer is not a legally bound party to any contractual Agreement made between NEOGOV and any entity other than Customer.

13. **Miscellaneous.**

(a) Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of WA, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.



(b) *Severability.* If any provision of this Agreement is found void or unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. If any remedy provided is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages set forth in the Limited Warranty shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

Signature: _____
Print Name: _____
Title: _____
Date: _____

GovernmentJobs.com, Inc., a California corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

Order Form

EXHIBIT A – ORDER FORM

Customer: <u>City of Lake Stevens (WA)</u>	Bill To: City of Lake Stevens Attn: Accounts Payable Post Office Box 257 Lake Stevens, WA 98258 (425) 377-3236 jnorris@lakestevenswa.gov
Quote Date: 9/18/2017 Valid From: 9/18/2017 Valid To: Today + 30 Days Requested Service Date: TBD	Revision: 1 Order Number: Initial Term: 3 Months + 12 Months

Annual Recurring Fees

Line	Description ¹	Annual Recurring Cost
1.	Insight Enterprise Edition (IN)	
	IN License (Annual License: \$3,450.00)	10/1/2017-12/31/2017 (Pro-Rated) \$862.50 1/1/2018-12/31/2018 - \$3,450.00
2.	GovernmentJobs.com Job Posting Subscription (GJC)	
	GJC License (Annual License: \$900.00)	10/1/2017-12/31/2017 (Pro-Rated) \$225.00 1/1/2018-12/31/2018 - \$900.00
3.	Perform (PE)	
	PE License (Annual License: \$5,175.00)	10/1/2017-12/31/2017 (Pro-Rated) \$1,293.75 1/1/2018-12/31/2018 - \$5,175.00
4.	Onboard (ON)	
	ON License	N/A
5.	NEOGOV Integrations	
	Integration Maintenance	N/A
Sub Total (10/1/2017 – 12/31/2017):		\$2,381.25
Sub Total (1/1/2018 – 12/31/2018):		\$9,525.00
Sales Tax (8.9%) 10/1/2017 – 12/31/2017:		\$211.93
Sales Tax (8.9%) 1/1/2018 – 12/31/2018:		\$847.72

Order Form

Non-Recurring Fees

Line	Description ¹	Non-Recurring Fees
	NEOGOV Services	
6.	Insight (IN)	
	Setup and Implementation	(10/1/2017) \$2,500.00
	Training (50% discount with Purchase of PE License)	\$2,500.00 (10/1/2017) \$1,250.00
	Perform (PE)	
	Setup and Implementation	(10/1/2017) \$2,500.00
	Training (WAIVED with Purchase of IN License)	\$2,500.00 (10/1/2017) WAIVED
	Onboard (ON)	
	Setup and Implementation	N/A
	Training	N/A
	Onboard form building as Professional Service ²	
	NEOGOV Integrations	
	Setup and Configuration	N/A
	Sub Total (10/1/2017):	\$6,250.00
	Order Total (10/1/2017 – 12/31/2017):	\$8,843.18
	*Order Total (1/1/2018 - 12/31/2018):	\$10,372.72

**Following (10/1/2017 – 12/31/2017) Pro-rated Licenses and Setup/Implementation/Training Payment Total of \$8,843.18, (1/1/2018 – 12/31/2018) Annual Licenses Payment Total will be \$10,372.72.*

¹More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Note: Items designated as Not Applicable (N/A, NA) on the Summary form are not included. Customers may request a quote for these services at their discretion through the term of this contract.

²NEOGOV ON includes I9 and W4 standard forms that are regularly updated by NEOGOV. Additional forms or form maintenance are available by NEOGOV Professional services at the following cost:

- Background forms \$295 per form
- Dynamic Forms \$195 per form
- Updates to existing forms \$200 an hour

Additionally, during the term of any subscription license, the Customer will be provided:
Customer Support - Provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software - Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout.

Order Form

Order Detail

Note: Items designated as Not Applicable (N/A, NA) on the Summary form are not included. Customers may request a quote for these services at their discretion through the term of this contract.

1.0 Insight Enterprise (IN)

License Subscription to NEOGOV IN

The Customer's subscription to the Insight platform includes the following functionality:

Recruitment

- Online job application
- Online job announcements and descriptions
- Automatic online job interest cards
- Recruitment and examination planning

Selection

- Configurable supplemental questions
- Define unique scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate Self-Service Portal for scheduling and application status

Reporting and Analysis

- 90 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions for approval
- Certification/eligible lists

2.0 GovernmentJobs.com Job Posting Subscription

(GJC) License Subscription

- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
- May add an unlimited number of postings

Note: jobs advertised on the promotional and transfer webpages are not advertised on GovernmentJobs.com as these are typically for internal employees.

Order Form

3.0 NEOGOV Perform (PE)

License Subscription to NEOGOV PE

The annual license for the NEOGOV Performance Evaluations Software includes the following:

- Configurable Performance Evaluations
- Goal Library
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Ability to build Content sections for re-use
- Configurable Rating Scales
- Ability to build Library of Writing Assistants
- 360 Reviews
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

4.0 NEOGOV Onboarding (ON)

License Subscription to NEOGOV ON

- Electronic Employee File
- W4
- I9
- Configurable Workflow
- Task Manager
- Employee data upload
- Attachments
- Build your own Onboarding forms*

*NEOGOV ON includes I9 and W4 standard forms that are updated by NEOGOV. Additional forms or form maintenance is available by NEOGOV Professional services at the following cost:

- Background forms \$295 per form
- Dynamic Forms \$195 per form
- Updates to existing forms \$200 an hour

5.0 NEOGOV Integrations

NEOGOV offers Standard Integrations as well as platform APIs for 3rd party system integration(s).

Standard Integrations include:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
- Annual Maintenance By NEOGOV

Note: NEOGOV APIs are to be configured directly by Customer staff using NEOGOV documentation. If required, Professional Services may be included by NEOGOV to help define and validate scope, business requirements, timelines, and associated costs (if applicable).

Order Form

6.0 NEOGOV Services

Setup and Provisioning

The following activities are conducted as part of the NEOGOV implementation:

- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
- NEOGOV will establish the Customer's production environment

Training

- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form. All customers have full access to the demo/training environment setup for Insight.
- NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live/

[The remainder of this page is intentionally left blank.]



Scope of Work

Order Form Terms and Conditions:

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter “NEOGOV”) agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

(2) The Customer agrees that the payment schedule is as follows:

Provide all required software and Licenses

- One hundred percent (100%) of the Pro-Rated Licenses price (including any Integrations) is payable within thirty (30) days of execution of this Order Form and Service Agreement. (\$2,593.18)
- One hundred percent (100%) of the 12 month Annual Licenses is due within thirty (30) days of January 1, 2018. (\$10,372.72)

Training

- One hundred percent (100%) of the training price are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (TRAINING) (\$1,250.00)

Software Implementation

- One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (SETUP) (\$5,000.00)

(3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.

(4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

Customer	NEOGOV
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Scope of Work

NEOGOV SCOPE OF WORK – EXHIBIT B

1. OVERVIEW

NEOGOV's mission is to improve the services public sector agencies deliver to society. We do this by working with agencies to improve the ways they attract, hire, and retain the best and the most qualified employees. NEOGOV's platforms are the leading workforce management solution specifically designed for public sector. The configurable solutions go beyond simple recruitment or applicant tracking to incorporate all aspects of HR and their associated business requirements. Each NEOGOV platform includes many time, effort, and cost saving features and capabilities such as class specifications online, accept applications online, create and route requisitions online, scan hardcopy application materials which are read directly into the database to eliminate manual data entry, refer certified lists online, and gather and report on key hiring metrics as well as associated reports for gathering key metrics across the HR organization.

2. SCOPE OF WORK (Standard)

Subject to the services purchased, the project will consist of the following components:

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations.
- Working with Agency staff to understand the existing processes as well as other workforce business practices where applicable.
- NEOGOV will provide access to all proposed user training. Agency staff may deliver training that can incorporate the Agency's existing business rules combined with new processes that are enabled by using the NEOGOV product suite.
- Following training, the Agency may conduct additional user sessions led by the solution's Administrator(s) which will allow the Agency users to familiarize themselves with the system.
- Subject to the services purchased, between the training and go-live, NEOGOV will complete the following activities:
 - Creating an agency-specific training environment for Insight which is used by your agency during training and afterwards to train in prior to moving into production (IN)
 - Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing agency website
 - Establish the Agency's Insight Enterprise (IN) production environment
 - Establish the Agency's Onboard (ON) production environment
 - Establish the Agency's Perform (PE) production environment
- Configure and deploy forms (only if in scope) On the go-live date for Insight, Agency IT will need to change the IP addresses for the following three Agency website links (NEOGOV will provide the new link addresses):
 - Job openings
 - Class Specifications
 - Promotional job openings
- Following production rollout, NEOGOV and the Agency will conduct two post go-live conference call(s) (if scheduled) to ensure that the rollout was completed successfully and that any production questions are addressed promptly.

3. SERVICE OVERVIEW

A. System Design

NEOGOV solutions are web-based, there is no need for you to buy and maintain additional hardware, software, or bandwidth; upgrades are included and occur in real time, ensuring that you always have the most up-to-date functionality.

Insight Enterprise is designed to address five major areas of Human Resource activities including recruitment, selection, applicant tracking, reporting and analysis, and HR automation. Insight Enterprise enables agencies to post

NEOGOV

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Scope of Work

class specifications online, post job announcements on the agency website, accept online applications, conduct applicant tracking including EEO and other statistical analysis, create email/hardcopy applicant notices, complete item analysis, create/route/and approve requisitions online, and certify eligible lists electronically.

Onboard is designed to facilitate the onboarding process for new hires. NEOGOV maintains standard forms as part of the annual license. Agencies shall maintain any custom forms created by Agency.

NEOGOV Perform (PE) is designed to address the major areas of Human Resource activities centered around employee performance management. PE includes built-in workflow for business processes, configurable tasks, performance evaluations and reports.

B. Implementation and Integration / Installation

NEOGOV solutions are implemented off site and consist of all activities outlined in Section 2 – Scope of Work (above). The agency may integrate with other systems using standard NEOGOV integration tools, export data from Insight using web services and/or flat files to integrate with other systems, but the specifications and scope must be defined prior to agreeing to a timeline or price.

C. Training

NEOGOV training is unlimited online training. Training consists of a system walk-through and then a series of hands-on exercises.

D. Maintenance

All system maintenance to licensed features is covered in the license price. Since NEOGOV offers a hosted solution and fully web-based new features and functions are released and available upon next login by the user. System software and hardware maintenance is completed by NEOGOV.

4. IMPLEMENTATION - INTEGRATION (Standard) (IN)

The agency can export data from Insight to integrate with other systems, as outlined below. As part of each integration, NEOGOV shall:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
 - Develop New Hire Export Interface
 - Develop Position Control Import Interface
 - Provide Integration Worksheets and/or guides

5. LICENSING

Your NEOGOV Annual license includes the following items:

- Unlimited access to all system functionality and enhancements to the items listed in the capabilities section of this document
- Free participation in NEOGOV hosted customer conference calls

6. MEETINGS

Implementation is conducted remotely and will consist of weekly phone implementation meetings throughout the implementation. The agency and NEOGOV will also have (if proposed) scheduled meetings following go live to ensure a successful rollout and address any new questions/issues.

Scope of Work

7. CUSTOMER SERVICE

NEOGOV offers unlimited customer support and support is provided via the NEOGOV customer support help desk from 6:00AM – 6:00PM M-F PST (excluding NEOGOV holidays) and online through the Help Center 24 X 7. Customer support is also provided throughout the entire implementation. Additionally, conference call attendance and on-line training attendance is included in the annual license.

8. MAINTENANCE & SUPPORT

NEOGOV maintains the entire hardware/software infrastructure and is responsible for maintaining server operation, software delivery, and security. Available customer support is addressed in Section 7 – Customer Service (above).

9. TRAINING

A. Customer Education / Training Methodology

NEOGOV delivers access to online user training to Agency recruiters and technicians. We provide the Training Exercises electronically as well as access to the complete User's Guide online.

Following the training, your agency will have access to the associated environment. Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize the system(s).

All dedicated system training is designed by NEOGOV to introduce the most common features and functions in an organized fashion which will be used by the staff following training to conduct their day-to-day activities.

NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form. All customers shall have full access to the associated environment for the proposed platform.

NEOGOV's pre-built, online training consists of a series of web courses and hands-on exercises designed to introduce the standard features and functions. All training items may be used as reference material to conduct day-to-day activities. The pre-built, online training includes materials designed to allow Customer led training sessions.

B. Training Media Selection

Electronic

C. Training Schedule

Unlimited online training is available.

D. Training Delivery

I. Hardware (If applicable)

The training environment should be a training room with Internet access, conference phone, projector, and screen, one computer for each attendee with a NEOGOV supported web browser Adobe Reader, and MS Word.

II. Software

Web Browser, Adobe Reader, and MS Word

III. Custom Design Applications

None

Scope of Work

10. SOFTWARE MODULES OVERVIEW

A. Insight Enterprise

Insight Enterprise includes the following functionality:

Recruitment

- Online job application
- Online applications integration with current Customer website
- Online job announcements and descriptions
- Automatic online job interest cards
- Recruitment and examination planning

Selection

- Configurable supplemental questions
- Define unique scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate Self-Service Portal for scheduling and application status

Reporting and Analysis

- 90 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route position requisitions for approval
- Certification/eligible lists

B. NEOGOV Onboard

NEOGOV Onboard (ON) includes the following functionality:

- Electronic Employee File
- W4
- I9
- Configurable Workflow
- Task Manager
- Employee data upload
- Attachments
- Build your own Onboarding forms*

*NEOGOV ON includes I9 and W4 standard forms that are updated by NEOGOV. Additional forms or form maintenance is available by NEOGOV Professional services at an additional cost.

C. NEOGOV Perform (PE)

The annual license for the NEOGOV Performance Evaluations Software includes the following:

- Configurable Performance Evaluations
- Goal Library
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Ability to build Content sections for re-use
- Configurable Rating Scales

Scope of Work

- Ability to build Library of Writing Assistants
- 360 Reviews
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

**Note: Additional forms are available at additional cost.*

11. PRODUCT UPGRADES

All product upgrades to licensed modules are included in the associated NEOGOV annual license. Product upgrades occur in real time and are available upon next login.

12. REQUIREMENTS PUT UPON THE AGENCY

A. Technical or Otherwise

The agency HR staff is considered “level 1 support”, meaning that the agency should designate the NEOGOV Administrator as the point of contact for any NEOGOV platform related questions or issues. If the Administrator cannot answer the question, they should contact the NEOGOV Customer Support Help Desk.

13. DOCUMENT OF WEB INTERFACE (IN)

NEOGOV will integrate the Insight website pages into the agency’s existing web pages using the standard NEOGOV career pages.

14. MAINTENANCE & SUPPORT

A. Service Types

I. Base Maintenance and Update Support

- Software Upgrades

All product upgrades to licensed modules and Insight Enterprise are included in the associated NEOGOV annual license. Product upgrades occur in real time and are available upon next login.

- Phone Support

Phone support is available from 6:00AM – 6:00PM PT Monday – Friday, excluding NEOGOV holidays.

- Remote Connectivity Support

Online support is available 24 x 7. Any cases logged online during off hours will be responded to the next business morning.

- Response Times

Both phone and online case receipt are confirmed immediately. The length of time for a resolution is fully dependent on the type of case (i.e., High/Medium/Low priority, question, enhancement request). High priority issues such as system down are addressed immediately and resolved ASAP. When any other cases are logged (that are not system down) those cases are reviewed internally by NEOGOV, and then discussed and reviewed with the customer to identify priority and resolution timeline.

II. Preventative System Maintenance

Preventive system maintenance is conducted by the NEOGOV staff and is addressed in a variety of methods including scalable architecture and infrastructure, log checking, performance maintenance, and other preventative tasks. The agency is not responsible for system maintenance.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council
Agenda Date: September 26, 2017

Subject: Transfer of Frontier Heights Park, Parcel No. 00451800005600 (Tract C-1) from the Frontier Heights Home Owners Association #2 to the City of Lake Stevens

Contact	Russ Wright, Community Development	Budget	Park acquisition
Person/Department:	Director,	Impact:	and related legal
	Jim Haugen, Parks & Recreation		fees
	Coordinator		

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign the documents to Transfer the Frontier Heights Park property to the City of Lake Stevens.

SUMMARY/BACKGROUND:

One of the City Council's identified goals is to add to and improve the quality of the Lake Stevens parks for the benefit of the City's residents. Council has previously discussed this topic and directed staff to work toward the possible acquisition of the neighborhood park known as Frontier Heights Park, located north and east of the intersection of Frontier Circle West and 88th Avenue NE, which would provide a park on the west side of the City.

Staff has been working with the Frontier Heights Homeowners Association ("HOA") regarding the acquisition of this park. A vote of the HOA has garnered enough votes to allow the President of the HOA to sign documents allowing the transfer of the property to the City. The documents will need to be signed by Mayor Spencer to complete the transfer. Once the title to the property is recorded and transferred to the City, the City will be responsible for park maintenance and improvements. The 2017 budget includes \$190,000 towards the acquisition, repair and maintenance of this park.

The Council Parks Subcommittee and Parks & Recreation Planning Board support the acquisition of this park.

APPLICABLE CITY POLICIES:

Lake Stevens Municipal Code: 2.08.010 Duties. The City Council shall have all the legislative powers, duties, and responsibilities extended to the Council as set forth in RCW Title 35A as the same now exists, or as amended. (Ord. 478, 1995)

RCW 35A.11.010

Rights, powers, and privileges.

Each city governed under this optional municipal code, whether charter or noncharter, shall be entitled "City of" (naming it), and by such name shall have perpetual succession; may sue and be sued in all courts and proceedings; use a corporate seal approved by its legislative body; and, by and through its legislative body, such municipality may contract and be contracted with; may purchase, lease, receive, or otherwise acquire real and personal property of every kind, and use, enjoy, hold, lease, control, convey or otherwise dispose of it for the common benefit.

BUDGET IMPACT: None for park acquisition other than legal document preparation and future park maintenance and improvements.

ATTACHMENTS:

- Attachment A: SWD Frontier Hts Tr C-1
- Attachment B: Ballot cs
- Attachment C: Excise Aff Supp Aff Tr C-1
- Attachment D: Supplemental (1) - Mod P 3_Del P 4
- Attachment E: FAT Title Report
- Attachment F: Minutes 6.6.17 Meeting Bd of Directors

Exhibit A

After Recording Return to:

City of Lake Stevens
P.O. Box 257
Lake Stevens, WA 98258

STATUTORY WARRANTY DEED

Grantor: FRONTIER HEIGHTS HOMES ASSOCIATION
Grantee: CITY OF LAKE STEVENS
Legal Description: Tract C-1, Frontier Heights No. 1, V 27, P. 94-96 Add'l on P. 1
Tax Parcel No. 004518-000-056-00

THE GRANTOR, FRONTIER HEIGHTS HOMES ASSOCIATION, a Washington nonprofit corporation, formerly known as FRONTIER HEIGHTS HOMES ASSOCIATION, INC., doing business as FRONTIER HEIGHTS NO. 2 HOA, for and in consideration of the mutual benefits to the parties, conveys and warrants to CITY OF LAKE STEVENS, a municipal corporation of the State of Washington, the following described real estate, situated in the County of Snohomish, State of Washington:

Tract C-1, Frontier Heights No. 1, according to the plat thereof recorded in Volume 27 of Plats, Pages 94 through 96, inclusive, records of Snohomish County, Washington.

SUBJECT TO: Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Plat of Frontier Heights No. 1 recorded in Volume 27 of Plats, Page(s) 94-96.

Affidavit of Correction to the Plat was recorded under Recording No. 200303130034.

AND SUBJECT TO: Easement, including terms and provisions contained therein:

In Favor Of: City of Seattle
Purpose: Electric transmission and/or distribution system
Recorded: July 9, 1923
Recording No.: 318530

AND SUBJECT TO: Easement, including terms and provisions contained therein:

In Favor Of: United States of America
Purpose: Electric transmission and/or distribution system
Recorded: December 8, 1950
Recording No.: 975777

AND SUBJECT TO: Easement, including terms and provisions contained therein:

In Favor Of: United State of America
Purpose: Electric transmission and/or distribution system
Recorded: December 20, 1950
Recording No.: 977038

AND SUBJECT TO: Easement, including terms and provisions contained therein:

In Favor Of: United State of America
Purpose: Electric transmission and/or distribution system
Recorded: May 25, 1951
Recording No.: 993207

AND SUBJECT TO: Easement, and the terms and provisions thereof:

Grantee: Public Utility District No. 1 of Snohomish County, a
Municipal corporation of the State of Washington
Purpose: Electric transmission and/or communication
Recorded: October 21, 1966
Auditor's File No.: 1906556

AND SUBJECT TO: Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:

Recording Information: 2032377, May 24, 1968
Modification and/or amendment by instrument:

Recorded: July 17, 1990
Recording Information: 9007170328

Modification and/or amendment by instrument:
Recorded: November 15, 1990
Recording Information: 9011150523

Modification and/or amendment by instrument:

Recorded: July 19, 1991
Recording Information: 9107190607

Modification and/or amendment by instrument:
Recorded: December 31, 1996
Recording Information: 9612310536

AND SUBJECT TO: Provisions of the Articles of Incorporation and By-Laws of the Frontier Heights Home Association, Inc., and any tax, fee, assessments or charges as may be levied by said association.

Recorded: May 31, 1968
Recording No.: 2033391

AND SUBJECT TO: Easement, and the terms and provisions thereof:
Grantee: Public Utility District No. 1 of Snohomish County

Purpose: Underground electric transmission and distribution lines
Recorded: August 19, 1968
Auditor's File No.: 2048791

DATED this _____ day of _____, 2017.

FRONTIER HEIGHTS HOMES ASSOCIATION

By _____
DAVID ROMANO, President

Exhibit B

Weed, Graafstra & Associates, Inc., P.S.
110 Cedar Avenue Suite 102
Snohomish, WA 98290-2944

Please print or type information

Document Title(s) (or transactions contained therein):

Affidavit of David Romano Regarding Authorization of Owners of
Frontier Heights No. 1, 2 And 3 and Frontier Hills No. 1 to Convey
Tract C-1 of Frontier Heights No. 1

Grantor(s) (Last name first, then first name and initials)

Frontier Heights Homes Association
Frontier Heights No. 2 HOA
Romano, David

Additional names on page 3-6 of document.

Grantee(s) (Last name first, then first name and initials)

City of Lake Stevens

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)

Tract C-1, Frontier Heights No. 1, according to the plat thereof recorded in Volume 27 of Plats,
Pages 94 through 96, inclusive, records of Snohomish County, Washington.

Reference Number(s) of Documents assigned or released:

N/A

Assessor's Property Tax Parcel/Account Number

004518-000-056-00

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**AFFIDAVIT OF DAVID ROMANO
REGARDING AUTHORIZATION OF OWNERS OF
FRONTIER HEIGHTS NO. 1, 2 AND 3 AND
FRONTIER HILLS NO. 1 TO CONVEY
TRACT C-1 OF FRONTIER HEIGHTS NO. 1**

DAVID ROMANO, being first duly sworn upon oath, deposes and says:

I am the president of FRONTIER HEIGHTS HOMES ASSOCIATION, formerly known as FRONTIER HEIGHTS HOMES ASSOCIATION, INC., which does business as and operates under the name FRONTIER HEIGHTS NO. 2 HOA.

FRONTIER HEIGHTS HOMES ASSOCIATION, d/b/a FRONTIER HEIGHTS NO. 2 HOA, performs as the homeowners association of Frontier Heights No 1, recorded under Snohomish County Auditor's file no. 2025762, Frontier Heights No. 2, recorded under Snohomish County Auditor's file no. 2045766, Frontier Heights No. 3 recorded under Snohomish County Auditor's file no. 2055968 and Frontier Hills No. 1 recorded under Snohomish County Auditor's file no. 2042956. The plat of Frontier Heights No. 4, recorded under Snohomish County Auditor's file no. 2090216, was vacated and said property is not part of Frontier Heights Homes Association. Said homeowners association was established by Declaration of Covenants, Conditions and Restrictions recorded under Snohomish County Auditor's file no. 2032377 (hereinafter the "CCRs").

In accordance with the CCRs and the Articles of Incorporation of Frontier Heights Homes Association, Inc. recorded at Snohomish County Auditor's 2033391, "Notice of Proposed Action – Transfer of Property to City of Lake Stevens" dated June 8, 2017, was given to all owners of lots within Frontier Heights Homes Association, notifying all homeowners of the proposed conveyance of Tract C-1 of Frontier Heights No. 1 to the City of Lake Stevens for creation of a public park.

In accordance with said notice, a meeting was held on July 12, 2017, at which the proposed transfer was explained to the homeowners by the homeowners association Board of Directors and representatives of the City of Lake Stevens.

The attached ballots were mailed to the homeowners on July 13 and July 14, 2017.

Pursuant to the CCRs and the Articles of Incorporation, conveyance of a common area may be authorized by a vote of 2/3 of the members of the homeowners association. There are 264 Class A members of the association with voting rights. There are no longer any Class B members of the association. 194 lot owners voted to authorize conveyance of Tract C-1 of Frontier Heights No. 1 to the City of Lake

Stevens, comprising 72.7% of the votes of the Class A membership of the association. The conveyance of Tract C-1 of Frontier Heights to the City of Lake Stevens has been duly authorized by the membership. A list of the members who voted to authorize the conveyance and the ballots of those homeowners who voted to authorize the conveyance are attached hereto.

DATED this _____ day of _____, 2017.

DAVID ROMANO

SIGNED AND SWORN TO before me this _____ day of _____,
2017.

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

LIST OF MEMBERS WHO VOTED TO AUTHORIZE CONVEYANCE

FRONTIER HEIGHTS NO. 1			
OWNER NAME	LOT NO.	OWNER NAME	LOT NO.
Mark Baker	2	Sandra Walters	30
Carl & Amanda Barbee	4	Vicki Kelley	31
Ida Dalton	5	Brian Pearson	32
Maria Castellanos	9	David Romano	35
Rueben Reed	10	Dong Ping Zheng	46
Timothy McMahan	11	Brittany Romano	47
Sergio Ramirez, Jr.	13	Justin Hoge	48
James Cloer	17	Brian Speer	49
Erica Engstrom	20	Lidia Hernandez	50
David Romano	23	Jeanette Cress	51
Angela Malmstead	24	Hans Jurgen	53
John Dale Snook	25	Cheryl Petereit	54
Omar Mata	26	Zachary & Bryana Melvard	55
Tye Gabbard	28		

FRONTIER HEIGHTS NO. 2			
OWNER NAME	LOT NO.	OWNER NAME	LOT NO.
Guech Heng	1 & 2	Sidney Summiel	50
Ung Guech Heng	3, 4, 5 & 6	Sandra Walters	52
Daren Hayes	7	Tim Reid	53
Roshni Devi	9	Jasmine Garcia	54
Denise Husby	11	Gaussmann Volkmann	57
Lloyd Hudson	12	Ferdinand & Roselyn Sison	58
Sean Mulvey	13	Eric Holan	59
Andrea Aliaga	14	David Romano	61
Sean O'Brien	15	Mark Johns	65
Curtis L. Weller	16	Janice Morgan	67
Sage Johnson	17	Benjamin Hall	68
Louise Lewandowski	18	Sarah Cunningham	69
Gary Yost	19	Margie Ketchum	70
David Homavand	20	Jose Martinez	71
Miguel Hernandez	23	Omar Mendez	72
Frank Giron	24	Wayne Peterson	73
Miguel Arevalo	25	Melody Duenas	76
Jared Ulle	26	Delores Canell	77
Joseph Castellon	27	Michael Kramp	78
Maria Raquel Garzon	28	David Turner	79
Ronald Simpson	29	Brandon Robb	80
Patricia Driskill	30	Elton Lee	81
Timothy Gross	31	Dale Smith	82
John Erickson	32	Lindsay Payton	83
Vannach Peou	33	Robert Quimby, Jr.	85
Donald Morrison	35	Latta Galloway	86
Jennifer Edgley	37	Tyler Husby	87
Timothy Davidson	38	Denise Husby	88
Josh Jacobson	39	Melissa Quimby	89
Adam Gittelman	40	Steven Leslie	90
Martin King	43	Dennis Quatsoe	91
Michele Passmore	44	George Wood	92
Christina Mahoney	45	Alex Thole	93
Thomas Kelso	46	Alex Thole	94
John Musgrave	47	Douglas Thorpe	97
Ramon Pocaigue	49		

FRONTIER HEIGHTS NO. 3			
OWNER NAME	LOT NO.	OWNER NAME	LOT NO.
Sergio Perez	1	Restore USA VI LLC	29
Maggie McCoy	3	Michael Jensen	30
Jimmy Folden	5	Thomas Hume	31
Bill O'Brien	6	Alicia Heilman	37
Tomofey Spohnholtz	7	Jon Snyder	38
Sonja Larson	8	Merrille Hilton	39
Sean O'Brien	10	Peggy Davis	42
Michael Woldman	11 thru 16	Jessica Doucette	43
Julie Brakus	17	Michael Woldman	45 thru 50
Debra Mathews	18	John Latraille	51
Russell Ladd	19	Humberto Villaruel	52
Charles Wright	20	Eengjellushe Diko	53
Barbara Sanders	21	Judy Gaylor	54
Dustin & Heather Jones	22	Keith Houle	55
Paula Wolf	23	Nickolas Wetsch	56
Charles Grewe	24	Cheryl Erickson	58
Tranquilino Pelayo	25	Kyle Zelmer	59
Jeff Harris	26	Joseph & Teresa Garaffa	60
John Mitchell	28	Donald Cote	61

FRONTIER HILLS NO. 1			
OWNER NAME	LOT NO.	OWNER NAME	LOT NO.
Debra Morello	1	Brandon Pa	25
Roni Bennick	2	Timothy Dowdy	27
JEKA 8 LLC	3	Christopher Geiger	29
Andrew & Tiffany Bodeau	4	Dean Breuer	30
Jana Stevenson	5	Kathryn Ulrich	31
Shaun & Lyuda Montoya	6	Jeffrey Glore	32
Gordon Taylor	7	Steven Cooper	33
Keith & Alysha Kempff	8	Colin Pyle	34
Deledita Wyngaert	10	Randy Schaefer	35
Deborah Hartman	12	Fritz Buehler	36
Roxanne Hunter	14	Michael Whitney	37
Andrew Moll	15	Brad Moye	39
Kiara Hays	16	Ezequiel Ramirez	40
Andrew & Hope Howard	17	Matthew Smith	41
David Negron	18	DVK II Investments LLC	42
James Smith	19	Eric Shea	44
Larry Ammons	20	Bryan Graves	46
Michael Jones	21	Derek Wynn	47
Kevin Dixon	22	Careni Malgesini	48
Jonathon & Jennifer Schmid	23	Mike Cole	49
Evelyn Leach	24	Mary Rehberg	50

ATTACH ORIGINAL BALLOTS

REAL ESTATE EXCISE TAX AFFIDAVIT

**This form is your receipt
when stamped by cashier.**

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

☐ Check box if partial sale, indicate %

List percentage of ownership acquired next to each name.

<p>1 SELLER GRANTOR</p> <p>Name <u>FRONTIER HEIGHTS HOMES ASSOCIATION*</u></p> <p>c/o Port Gardner Property Management, Inc.</p> <p>Mailing Address <u>2907 Hewitt Ave.</u></p> <p>City/State/Zip <u>Everett, WA 98206</u></p> <p>Phone No. (including area code) _____</p>		<p>2 BUYER GRANTEE</p> <p>Name <u>CITY OF LAKE STEVENS, municipal corporation</u></p> <p>Mailing Address <u>P.O. Box 257</u></p> <p>City/State/Zip <u>Lake Stevens, WA 98258</u></p> <p>Phone No. (including area code) _____</p>	
<p>3 Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee</p> <p>Name _____</p> <p>Mailing Address _____</p> <p>City/State/Zip _____</p> <p>Phone No. (including area code) _____</p>		<p>List all real and personal property tax parcel account numbers – check box if personal property</p> <p><u>004518-000-056-00</u> <input type="checkbox"/></p> <p>_____ <input type="checkbox"/></p> <p>_____ <input type="checkbox"/></p> <p>_____ <input type="checkbox"/></p>	
		<p>List assessed value(s)</p> <p><u>\$0.00</u></p> <p><u>Tax code 00406</u></p> <p>_____</p> <p>_____</p>	

4 Street address of property: _____

This property is located in Lake Stevens

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

*fna FRONTIER HEIGHTS HOMES ASSOCIATION. INC, dba FRONTIER HEIGHTS NO. 2 HOA

Tract C-1, Frontier Heights No. 1, according to the plat thereof recorded in Volume 27 of Plats, Pages 94 through 96, inclusive, records of Snohomish County, Washington.

<p>5 Select Land Use Code(s):</p> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">76 - Parks</div> <p>enter any additional codes: _____</p> <p>(See back of last page for instructions)</p> <table style="width: 100%;"> <tr> <td></td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> <tr> <td>Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>		YES	NO	Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>7 List all personal property (tangible and intangible) included in selling price.</p> <p>If claiming an exemption, list WAC number and reason for exemption:</p> <p>WAC No. (Section/Subsection) <u>458-61A-201</u></p> <p>Reason for exemption _____</p> <p>Gift/no monetary consideration/no debt</p> <p>Type of Document <u>Statutory Warranty Deed</u></p> <p>Date of Document _____</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Gross Selling Price \$</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td style="text-align: right;">*Personal Property (deduct) \$</td> <td></td> </tr> <tr> <td style="text-align: right;">Exemption Claimed (deduct) \$</td> <td></td> </tr> <tr> <td style="text-align: right;">Taxable Selling Price \$</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td style="text-align: right;">Excise Tax : State \$</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td style="text-align: right;"><div style="border: 1px solid black; padding: 2px; display: inline-block;">0.0050</div> Local \$</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td style="text-align: right;">*Delinquent Interest: State \$</td> <td></td> </tr> <tr> <td style="text-align: right;">Local \$</td> <td></td> </tr> <tr> <td style="text-align: right;">*Delinquent Penalty \$</td> <td></td> </tr> <tr> <td style="text-align: right;">Subtotal \$</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td style="text-align: right;">*State Technology Fee \$</td> <td style="text-align: right;">5.00</td> </tr> <tr> <td style="text-align: right;">*Affidavit Processing Fee \$</td> <td></td> </tr> <tr> <td style="text-align: right;">Total Due \$</td> <td style="text-align: right;">10.00</td> </tr> </table> <p style="text-align: center; font-weight: bold; margin-top: 10px;">A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS</p>	Gross Selling Price \$	0.00	*Personal Property (deduct) \$		Exemption Claimed (deduct) \$		Taxable Selling Price \$	0.00	Excise Tax : State \$	0.00	<div style="border: 1px solid black; padding: 2px; display: inline-block;">0.0050</div> Local \$	0.00	*Delinquent Interest: State \$		Local \$		*Delinquent Penalty \$		Subtotal \$	0.00	*State Technology Fee \$	5.00	*Affidavit Processing Fee \$		Total Due \$	10.00
	YES	NO																															
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<p>6</p> <table style="width: 100%;"> <tr> <td></td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> <tr> <td>Is this property designated as forest land per chapter 84.33 RCW?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>Is this property receiving special valuation as historical property per chapter 84.26 RCW?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table> <p>If any answers are yes, complete as instructed below.</p> <p>(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.</p> <p>This land <input type="checkbox"/> does <input type="checkbox"/> does not qualify for continuance.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">DEPUTY ASSESSOR</td> <td style="width: 50%; text-align: center;">DATE</td> </tr> </table> <p>(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.</p> <p style="text-align: center;">(3) OWNER(S) SIGNATURE</p> <div style="border-top: 1px solid black; text-align: center; margin-top: 10px;">PRINT NAME</div>		YES	NO	Is this property designated as forest land per chapter 84.33 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this property receiving special valuation as historical property per chapter 84.26 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	DEPUTY ASSESSOR	DATE	
	YES	NO													
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DEPUTY ASSESSOR	DATE														

8 **I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.**

Signature of Grantor or Grantor's Agent _____	Signature of Grantee or Grantee's Agent _____
Name (print) <u>David Romano</u>	Name (print) _____
Date & city of signing: _____	Date & city of signing: _____

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

REAL ESTATE EXCISE TAX
SUPPLEMENTAL STATEMENT
(WAC 458-61A-304)

This form must be submitted with the Real Estate Excise Tax Affidavit (FORM REV 84 0001A for deeded transfers and Form REV 84 0001B for controlling interest transfers) for claims of tax exemption as provided below. Completion of this form is required for the types of real property transfers listed in numbers 1-3 below. Only the first page of this form needs original signatures.

AUDIT: Information you provide on this form is subject to audit by the Department of Revenue. In the event of an audit, it is the taxpayers' responsibility to provide documentation to support the selling price or any exemption claimed. This documentation must be maintained for a minimum of four years from date of sale. (RCW 82.45.100) Failure to provide supporting documentation when requested may result in the assessment of tax, penalties, and interest. Any filing that is determined to be fraudulent will carry a 50% evasion penalty in addition to any other accrued penalties or interest when the tax is assessed.

PERJURY: Perjury is a class C felony which is punishable by imprisonment in a state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

The persons signing below do hereby declare under penalty of perjury that the following is true (check appropriate statement):

1. ☐ **DATE OF SALE:** (WAC 458-61A-306(2))

I, (print name) _____, certify that the _____
(type of instrument), dated _____, was delivered to me in escrow by _____
(seller's name). **NOTE:** Agent named here must sign below and indicate name of firm. The payment of the tax is considered current if it is not more than 90 days beyond the date shown on the instrument. If it is past 90 days, interest and penalties apply to the date of the instrument.
Reasons held in escrow _____

Signature

Firm Name

2. **GIFTS:** (WAC 458-61A-201) The gift of equity is non-taxable; however, any consideration received is not a gift and is taxable. The value exchanged or paid for equity plus the amount of debt equals the taxable amount. One of the boxes below must be checked. Both Grantor (seller) and Grantee (buyer) must sign below.
Grantor (seller) gifts equity valued at \$ 0.00 _____ to grantee (buyer).
NOTE: Examples of different transfer types are provided on the back. This is to assist you with correctly completing this form and paying your tax.
"Consideration" means money or anything of value, either tangible (boats, motor homes, etc) or intangible, paid or delivered, or contracted to be paid or delivered, including performance of services, in return for the transfer of real property. The term includes the amount of any lien, mortgage, contract indebtedness, or other encumbrance, given to secure the purchase price, or any part thereof, or remaining unpaid on the property at the time of sale. "Consideration" includes the assumption of an underlying debt on the property by the buyer at the time of transfer.

A. Gifts with consideration

1. ☐ Grantor (seller) has made and will continue to make all payments after this transfer on the total debt of \$ _____ and has received from the grantee (buyer) \$ _____
(include in this figure the value of any items received in exchange for property). Any consideration received by grantor is taxable.
2. ☐ Grantee (buyer) will make payments on _____ % of total debt of \$ _____ for which grantor (seller) is liable and pay grantor (seller) \$ _____ (include in this figure the value of any items received in exchange for property). Any consideration received by grantor is taxable.

B. Gifts without consideration

1. ☒ There is no debt on the property; Grantor (seller) has not received any consideration towards equity. No tax is due.
2. ☐ Grantor (seller) has made and will continue to make 100% of the payments on the total debt of \$ _____ and has not received any consideration towards equity. No tax is due.
3. ☐ Grantee (buyer) has made and will continue to make 100% of the payments on total debt of \$ _____ and has not paid grantor (seller) any consideration towards equity. No tax is due.
4. ☐ Grantor (seller) and grantee (buyer) have made and will continue to make payments from joint account on total debt before and after the transfer. Grantee (buyer) has not paid grantor (seller) any consideration towards equity. No tax is due.

Has there been or will there be a refinance of the debt? ☐ YES ☒ NO (If yes, please call (360) 534-1503 to see if this transfer is taxable). If grantor (seller) was on title as co-signer only, please see WAC 458-61A-215 for exemption requirements.

The undersigned acknowledge this transaction may be subject to audit and have read the above information regarding record-keeping requirements and evasion penalties.

Grantor's Signature

Date

Grantee's Signature

Date

Grantor's Name (print)

Grantee's Name (print)

3. ☐ **IRS "TAX DEFERRED" EXCHANGE** (WAC 458-61A-213)

I, (print name) _____, certify that I am acting as an Exchange Facilitator in transferring real property to _____ pursuant to IRC Section 1031, and in accordance with WAC 458-61A-213. **NOTE:** Exchange Facilitator must sign below.

Exchange Facilitator's Signature

Date

Exchange Facilitator's Name (print)



First American

First American Title Insurance Company

2707 Colby Ave, Ste 601

Everett, WA 98201

Phn - (425)551-4821 (800)532-2110

Fax - (866)859-0429

Exhibit D

Title Team Three (Snohomish)
Team email: snotitleteam@firstam.com
Fax No. (866) 859-0429

Paula Luxmore
(425) 551-4821

Natalie Geyer
(425)-551-2015

Jami Higbee
(425) 551-4825

TITLE COMPANY INFORMATION:

Title Officer: **Natalie Geyer**
ngeyer@firstam.com

To: **Weed, Graafstra & Benson, PSC**
110 Cedar Avenue, Suite 102
Snohomish, WA 98290-2959

File No.: **4229-2928031**
Customer Reference: **To Be**
Determined, WA

Attn: **Candy Schorpp**

Re: Property Address: **To Be Determined, WA**

Supplemental Report 1
Dated: September 20, 2017 at 8:00 A.M.

Commitment/Preliminary Report No. 4229-2928031 dated as of **August 17, 2017** (including any supplements or amendments thereto) relating to the issuance of an American Land Title Association Form Policy is hereby modified and/or supplemented as follows:

Paragraph No(s). 3 has/have been amended to read as follows:

3. Evidence should be submitted prior to closing of the authority of the officers, if other than David Romano as President as of Frontier Heights Homes Association, to execute the forthcoming instrument.

Paragraph no.(s) 4 of our Commitment/Preliminary Report has/have been eliminated.

First American Title Insurance Company

By: Natalie Geyer, Title Officer



First American

City of Lake Stevens
City Council Meeting
First American Title Insurance Company
2707 Colby Ave, Ste 601
Everett, WA 98201
Phn - (425)551-4821 (800)532-2110
Fax - (866)859-0429
Page 104

Exhibit E

Title Team Three (Snohomish)
Team email: snotitleteam@firstam.com
Fax No. (866) 859-0429

Paula Luxmore
(425) 551-4821

Natalie Geyer
(425)-551-2015

Jami Higbee
(425) 551-4825

To: Weed, Graafstra & Benson, PSC
110 Cedar Avenue, Suite 102
Snohomish, WA 98290-2959

File No.: 4229-2928031
Customer Reference: To Be
Determined, WA

Attn: Candy Schorpp

Re: Property Address: To Be Determined, WA

COMMITMENT FOR TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The General Exceptions and Exceptions in Schedule B-II.

The Conditions.

This Commitment is not valid without Schedule A and Section I and II of Schedule B.

First American Title Insurance Company

Paula Luxmore, Title Officer

SCHEDULE A

1. Commitment Date: August 17, 2017 at 7:30 A.M.

Policy or Policies to be issued:	AMOUNT	PREMIUM	TAX
Basic Rate			
Standard Owner's Policy	\$ 100,000.00	\$ 760.00	\$ 73.72
Proposed Insured:			
City of Lake Stevens			

3. (A) The estate or interest in the land described in this Commitment is:

Fee Simple

(B) Title to said estate or interest at the date hereof is vested in:

Frontier Heights Homes Association, Inc.

4. The land referred to in this Commitment is described as follows:

Real property in the County of Snohomish, State of Washington, described as follows:

The land referred to in this report is described in Exhibit A attached hereto.

SCHEDULE B SECTION I

REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s):
- (F) Other:
- (G) You must give us the following information:
 - 1. Any off record leases, surveys, etc.
 - 2. Statement(s) of Identity, all parties.
 - 3. Other:

SCHEDULE B SECTION II

GENERAL EXCEPTIONS

PART ONE:

- A. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- B. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- C. Easements, claims of easement or encumbrances which are not shown by the public records.
- D. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- E. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the public records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
- F. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.
- G. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- H. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires of record for value the escrow or interest or mortgage(s) thereon covered by this Commitment.

SCHEDULE B SECTION II

EXCEPTIONS

PART TWO:

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are available from the office which issued this Commitment. Copies of the policy forms should be read.

1. Lien of the Real Estate Excise Sales Tax and Surcharge upon any sale of said premises, if unpaid. As of the date herein, the excise tax rate for the **City of Lake Stevens** is at **1.78 %**.
Levy/Area Code: 00406
2. Liability, if any, for pro-rata portion of **Real Property** taxes, which are carried on the Snohomish County Tax Rolls, as exempt. Tax account no. 004518-000-056-00.

The taxes for the current year reflect an exemption. Any curtailment of the exemption may result in an additional amount being due for the current year and for any re-assessment of land and improvement values.

3. Evidence of the authority of the officers of Frontier Heights Homes Association, Inc., to execute the forthcoming instrument, copies of the current Articles of Incorporation, By-Laws and certified copies of appropriate resolutions should be submitted prior to closing.
4. According to registration information on file with the State of Washington Secretary of State, Frontier Heights Homes Association, Inc., has been an inactive limited liability company since May 31, 2001, date of license expiration. Evidence must be submitted that said entity has been reinstated.
5. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Plat of Frontier Heights No. 1 recorded in [Volume 27 of Plats, Page\(s\) 94-96](#).

Affidavit of Correction to the Plat was recorded under Recording No. [200303130034](#).

6. Easement, including terms and provisions contained therein:
In Favor Of: City of Seattle
Purpose: Electric transmission and/or distribution system
Recorded: July 9, 1923
Recording No.: [318530](#)
7. Easement, including terms and provisions contained therein:
In Favor Of: United States of America
Purpose: Electric transmission and/or distribution system
Recorded: December 8, 1950
Recording No.: [975777](#)

8. Easement, including terms and provisions contained therein:
In Favor Of: United State of America
Purpose: Electric transmission and/or distribution system
Recorded: December 20, 1950
Recording No.: [977038](#)
9. Easement, including terms and provisions contained therein:
In Favor Of: United State of America
Purpose: Electric transmission and/or distribution system
Recorded: May 25, 1951
Recording No.: [993207](#)
10. Easement, and the terms and provisions thereof:
Grantee: Public Utility District No. 1 of Snohomish County, a Municipal corporation of the State of Washington
Purpose: Electric transmission and/or communication
Recorded: October 21, 1966
Auditor's File No.: [1906556](#)
11. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
Recording Information: [2032377](#), May 24, 1968

Modification and/or amendment by instrument:
Recorded: July 17, 1990
Recording Information: [9007170328](#)

Modification and/or amendment by instrument:
Recorded: November 15, 1990
Recording Information: [9011150523](#)

Modification and/or amendment by instrument:
Recorded: July 19, 1991
Recording Information: [9107190607](#)

Modification and/or amendment by instrument:
Recorded: December 31, 1996
Recording Information: [9612310536](#)
12. Provisions of the Articles of Incorporation and By-Laws of the **Frontier Heights Home Association, Inc.**, and any tax, fee, assessments or charges as may be levied by said association.
Recorded: May 31, 1968
Recording No.: [2033391](#)

13. Easement, and the terms and provisions thereof:
- | | |
|---------------------|--|
| Grantee: | Public Utility District No. 1 of Snohomish County |
| Purpose: | Underground electric transmission and distribution lines |
| Recorded: | August 19, 1968 |
| Auditor's File No.: | 2048791 |

INFORMATIONAL NOTES

- A. Potential charges, for the King County Sewage Treatment Capacity Charge, as authorized under RCW 35.58 and King County Code 28.84.050. Said charges could apply for any property that connected to the King County Sewer Service area on or after February 1, 1990. Note: These Snohomish County Cities lie outside the King County Sewer Service areas: Arlington, Darrington, Gold Bar, Granite Falls, Index, Lake Stevens, Marysville, Monroe, Mount Vernon, Mukilteo, Stanwood, and Sultan. Note: If property located in city other than listed above it may be subject to the King County Sewage Treatment Capacity Charges.
- B. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, certain format and content requirements must be met (refer to RCW 65.04.045). Failure to comply may result in rejection of the document by the recorder or additional fees being charged, subject to the Auditor's discretion.
- C. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.
- D. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

Tract C-1, Frontier Heights No. 1, [Vol. 27, P. 94-96](#), Snohomish County

APN: 004518-000-056-00

- E. The following deeds affecting the property herein described have been recorded within 36 months of the effective date of this commitment: NONE

Property Address: **To Be Determined, WA**

NOTE: The forthcoming Mortgagee's Policy will be the ALTA 2006 Policy unless otherwise noted on Schedule A herein.

NOTE: We find no judgments or Federal tax liens against the vestee herein, unless otherwise shown as a numbered exception above.

NOTE: A FEE MAY BE CHARGED UPON THE CANCELLATION OF THIS COMMITMENT PURSUANT TO WASHINGTON STATE INSURANCE CODE AND THE FILED RATE SCHEDULE OF THIS COMPANY.

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section I
or

eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

cc: City of Lake Stevens

cc: Frontier Heights Homes Association, Inc.



First American

First American Title Insurance Company
2707 Colby Ave, Ste 601
Everett, WA 98201
Phn - (425)551-4821 (800)532-2110
Fax - (866)859-0429



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

FIRST AMERICAN TITLE INSURANCE COMPANY
Exhibit "A"

Vested Owner: Frontier Heights Homes Association, Inc.

Real property in the County of Snohomish, State of Washington, described as follows:

Tract C-1, Frontier Heights No. 1, according to the plat thereof recorded in [Volume 27 of Plats, Pages 94 through 96](#), inclusive, records of Snohomish County, Washington.

Tax Parcel Number: 004518-000-056-00

Situs Address: To Be Determined, WA

Exhibit F

COPY
For Your Information
from Thomas A. Gish, Attorney

Frontier Heights No. 2 HOA aka Frontier Heights Homes Assoc.

Minutes of 6/6/17 Board of Directors Meeting

The above meeting was held at the community hall at 8721 11th St. NE, on the first Tuesday of June, June 6, 2017, and was called to order at 7:00 p.m. by David Romano. All four board members attended, they being David Romano, President-Secretary, Mike Jones, Vice President, Alex Thole, Treasurer, and Donna Allen, member at large. Property Manager Tom Gish, Sr. also attended. The lot owners in attendance were Steven Leach, Rena Leslie, Lidia Hernandez, Brian Latraille, Paula Dawson and Mary Rehberg.

Mr. Romano reviewed/summarized the minutes of the May 2, 2017 board meeting and the board unanimously approved them, after which the board discussed various matters.

The first topic was the status of the park negotiations with and the proposed transfer to the City of Lake Stevens. The Board then unanimously resolved that the next step was to have the property manager mail a Notice of Proposed Action to all lot owners on June 8, 2017, which would include a color coded map and a benefits page, each prepared by the City, and which Notice would notify the owners of two owners' meetings, one on Wednesday, July 12th and another on the following Saturday, July 15th. The map and benefits page are attached hereto.

All board members then agreed to instruct the property manager to prepare a Ballot to be delivered in person to all owners attending the July 12th and July 15th meetings, and by mail to all other owners, in which they would be given the opportunity to vote either for or against the proposed transfer of the field and parking spaces around it to the City of Lake Stevens for park development, including many parking spaces. The last thing the board dealt with regarding the park matter was to authorize the board president, David Romano, to sign the legal papers necessary to transfer the above property to the City if at least 2/3 of the lot owners of the 265 lots were to vote for the transfer.

The Board then discussed the matter of whether the association should take action to participate with lot owners in improving the mailbox situation in the Frontier Heights neighborhoods. The property manager said that would be quite costly so the board decided to table further discussions to a future meeting after sometime after the park voting took place.

Next the board discussed the matter of vehicle parking in violation of the association's rules that vehicles parking in the spaces around the field be ticketed, that is, having tow warning sticker put on them, if they were not both operable and currently licensed and belonged to Frontier Heights residents. The board decided to give owners Zak Melvard and Brian Latraille authority to put such stickers on such vehicles, as the property manager has been doing for a long time.

Next, after reviewing the situation involving property manager warning letters to lot owners not properly taking care of their property, the board decided that in far too many cases the owners were not doing enough to produce many significant differences, but it nevertheless wanted the process of sending warning letters and fining non-compliant owners to continue.

Finally, in discussing a request the association provide garbage containers on association owned property, the board decided against doing so in part because of past abuse that included using such containers for resident's personal garbage.

There being no further business to discuss, the meeting was adjourned at 8:30 p.m.



DAVID ROMANO, Pres-Sec'y.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: September 26, 2017

Subject: LUA2017-0083 - I-502 Marijuana Regulations

Contact Person/Department: Russ Wright, Community
Development Director

Budget Impact: none

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Staff direction

SUMMARY:

Earlier this year, City Council indicated that it would re-examine the number of allowed marijuana retail locations based on public comment received. On May 05, 2017, the city received a citizen-initiated application to amend the city code to allow a second retail location. The applicant submitted a narrative that describes compliance with the comprehensive plan, growth management act and state law (**Exhibit 1**). The current state allocation for marijuana facilities in Lake Stevens is two; city code allows one.

BACKGROUND/HISTORY:

Washington state voters approved Initiative Measure No. 502 (I-502) November 6, 2012 to legalize the production, processing, sale and use of marijuana and marijuana products, purchased from state licensed stores. The Liquor and Cannabis Board (AKA Liquor Control Board) prepared state rules to implement I-502 as Chapter 314-55 of the Washington Administrative Code (WAC). The state has enacted several amendments since its initial adoption. The Lake Stevens City Council adopted local regulations to control the siting and administration of marijuana facilities and uses on February 10, 2014. City Council amended the city's rules on May 10, 2016 following a public process.

While in a moratorium, Council analyzed relevant legal opinions, the community's voting record, the Planning Commission's recommendation and other implementing codes. During its legislative review, City Council considered the scope of regulations, protection of parks and schools, facility separation, market saturation, size restrictions and outright prohibition. Ultimately, City Council directed staff to develop permanent regulations for the licensing, production, processing and sale of marijuana and marijuana products pursuant to Chapter 314-55 WAC, with local amendments (**Exhibits 2 and 3**). In 2016, the City Council adopted amendments modifying definitions, allowing medical endorsements in retail locations, allowing the co-location of production and processing facilities – there was no change to the number of allowed retail locations (**Exhibit 4**).

Currently, LSMC 14.40.090 – Table 14.40-I allows the retail sale of marijuana in the Light Industrial and General Industrial zoning districts and LSMC 14.38.020(b)(4) allows the same in the Commercial District (**Exhibit 5**). LSMC 14.44.097(f) restricts marijuana sales to a single retail location.

LSMC 14.44.097(f) Size and Number.

- (1) State-licensed marijuana producers will be limited in size to Tier 2 production facilities, pursuant to WAC [314-55-075](#).

- (2) The maximum amount of space allotted for State-licensed marijuana production will be limited to 70,000 square feet Citywide.
- (3) A marijuana retailer will be limited in size to 1,000 total square feet or less including sales, storage, office and other incidental spaces.
- (4) The total number of marijuana retailers shall be one.

As proposed, subsection (f)(4) above would be modified to read, “The total number of marijuana retailers shall be per the current state allocation.” No other changes to the city’s marijuana regulations were requested. Staff has held two briefings with the Planning Commission.

At the June 21, 2017 Planning Commission meeting, commission members discussed the proposal and concerns about the existing regulations. At both meetings, the applicant addressed the commission. There was a desire on behalf of some commission members to restrict marijuana sales in the Commercial District. At the September 6, 2017 meeting staff presented an array of potential options for the Planning Commission to consider to address concerns about expanding marijuana facilities:

1. Adopt the changes to the regulations as presented;
2. Restrict the total number of marijuana retailers at two citywide;
3. Prohibit the retail sales of marijuana in the Commercial District outright;
4. Require an administrative or conditional use permit for retail marijuana sales citywide to provide more oversight of businesses to ensure that all potential impacts to adjacent businesses and neighborhoods are taken in to consideration following public notice and comment; and
5. Require a 1,000-foot lineal separation between marijuana retailers to ensure that there is not a concentrated block of retailers.

At the end of the meeting, there was not agreement among commission members to recommend one of the options provided. A portion of the commission believed the number of retail outlets should be maintained at one, while others believed the land use should be restricted to the industrial zones. At this point, staff is looking for direction from City Council to consider the options presented to the Planning Commission.

APPLICABLE CITY POLICIES: Lake Stevens Municipal Code 14.44.097

BUDGET IMPACT: There is not a budget impact; however, a second retail location would bring in additional retail tax revenue to the city.

EXHIBITS:

1. Narrative
2. Direction memorandum from 2014
3. City Council staff report dated February 10, 2014
4. City Council staff report dated May 10, 2016
5. Maps

Exhibit 1



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File No. LUA2017-0083
Narrative Statement

Introduction

Mr. Shaun Preder (Mr. Preder) is an experienced cannabis entrepreneur who has been involved in I-502 since the Washington State Liquor and Cannabis Board (WSLCB) began taking applications in 2013.

In addition to running successful stores in Wenatchee and Tacoma, Mr. Preder has an exemplary record with WSLCB as relates to following the administrative guidelines in Washington Administrative Code 314-55 et seq.

Mr. Preder's experience in Wenatchee and Tacoma has provided him with the important and unique experience of working with a small, local government concerned about the health, welfare, and safety of its residents. Mr. Preder understands that listening to and working with local governments is of vital importance to the communities in which he does business.

However, Mr. Preder understands that every locale is a bit different. At his request, we have reviewed Lake Stevens's Comprehensive Plan (LSCP). Mr. Preder has taken it upon himself to explain, in detail, how his business intent will be compatible with the goals of the LSCP.

While he is our client, it is clear to us that he is willing and eager to work with Lake Stevens to ensure the goals of his business and the community are in alignment. We believe you will strongly agree with our assessment.

In support of the proposed municipal code amendment to increase the number of marijuana retailers, we specifically will address whether Mr. Preder's plan is (1) consistent with the adopted Lake Stevens Comprehensive Plan; (2) compliant with the Growth Management Act; and (3) serves to advance public health, safety and welfare.

Mr. Preder's plan is consistent with Lake Stevens Comprehensive Plan (LSCP)

Mr. Preder understands and appreciates Lake Stevens's goal to maintain a vibrant sustainable community that provides a positive development atmosphere and maintains a strong community image with excellent schools and neighborhoods.

The Importance of Experience in a Regulated Industry

A community's vibrancy is depends upon its diversity, and the diversity of businesses it offers. While it may be unreasonable to expect everyone to accept Washington's cannabis experiment, we can all agree that, if cannabis is going to be consumed by the residents of Lake Stevens (as must be beyond doubt), then any such activity must be undertaken in a highly regulated fashion to ensure the image of Lake Stevens is enhanced by virtue of allowing additional cannabis retailers.



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Mr. Preder is uniquely suited to this goal, because he has a positive administrative record, a fantastic working relationship with WSLCB, and the core know-how and key, compliance affiliates to make sure his businesses follow the rules.

The Importance of a Fair Wage and Opportunities to Advance

Mr. Preder is also aware of Lake Stevens focus on responsible sustainability that is manifested through environmental protection, conscientious community development and sound economic policy, and is excited to open a business that will provide a job at a fair wage to individuals that might otherwise struggle to find employment in the current economic environment.

Retail positions such as those offered by Mr. Preder are generally considered entry level positions that do not require advanced education. However, these positions typically pay better than other, non-cannabis retail operations, and most certainly offer better opportunities for advancement in a new field. Unlike many of the “big box” retail stores that come to small, local communities with the intent of exploiting low-skilled labor, Mr. Preder’s business model is one that relies upon low turnover, fostering strong staff relations, and making sure employees economic, as well as personal, needs are met.

Consistency with Community Goals

Lake Stevens residents’ responses to a community survey lend further support to expanding the retail, cannabis licenses in the city, particularly for Mr. Preder.

Retail businesses were identified as a priority for Lake Stevens, alongside high end tech and professional office jobs. Mr. Preder’s business is the sale of retail cannabis, and therefore meets that definition. However, there is an even more important point related to Lake Stevens’s goals of attracting more tech-based employees.

While the sale of cannabis is not directly tied to the technological sector, there are strong overlaps, and many of the most recently successful tech startups, including Leafly, Biotrack, and Greenbits, are all multi-million dollar companies exclusively servicing the cannabis commerce sector.

Additionally, one fact is quite clear. Broadly speaking, the individuals working in these sectors are younger professionals that tend to strongly support and consume cannabis. If Lake Stevens wants to attract the sorts of companies and individuals associated with the “new economy” then Lake Stevens should embrace cannabis as part of that the new economy. Lake Stevens’s expansion of the cannabis experiment sends a strong message that it’s a dynamic, flexible, community willing to consider common sense changes that grow its economy in a safe manner.

Finally, Lake Stevens has a vision for economic development that includes a sustainable local economy by supporting a varied job sector for residents, promoting excellent shopping and service options, providing a stable and predictable permitting process, and fostering accountable government oversight of public funds, because 25% of survey respondents indicated economic development (increased shopping and jobs) should be a priority, followed by public services over the next 20 years.



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With this in mind, Lake Stevens should allow for more competition amongst its cannabis purveyors, because competition is the best way to ensure the residents of Lake Stevens have access to the most compliant, friendly, and successful retail cannabis stores possible.

Excellent Schools and Neighborhoods

One might reasonably ask themselves, “How does allowing for the retail sale of cannabis improve our schools, neighborhoods, and community?” This is a fair question that we will answer directly.

The residents of Lake Stevens have every right and reason to be proud of their community, and part of this pride must surely extend to the goal of ensuring a drug free environment in schools, playgrounds, and the many children of the neighborhoods within the community, generally.

In considering allowing additional retail, cannabis businesses, Lake Stevens is actually asking a tremendously important question: What is the *best* way to keep our children safe?

All of the data available so far suggests one very clear conclusion: legalized cannabis makes the community safer, because drug dealers don’t check for identification.

Mr. Preder and his trained, experienced staff *do* check for identification, because the state requires him to, and because he is a committed business person operating in the light of day with a track record of operational compliance.

Mr. Preder is able and willing to work with the local community and address the concerns of the community in a manner that would be inconceivable for the average black market drug dealer. Mr. Preder believes, and hopes Lake Stevens agrees, that the answer to a safer community with great schools, parks, and playgrounds is regulations that were passed by voters that share these same concerns.

Other Benefits

Mr. Preder’s plan will also include these benefits:

- Excise tax will be a critical financial injection to the city (direct economic growth).
- Valid expectation that other business establishments will see an increase in traffic after another retail location is added (specifically restaurants).
- Fosters government accountability in the sense that approving the amendment would show that the City Council’s top priority is the growth and progression of Lake Stevens.



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Mr. Preder's Plan is Compliant with Growth Management Act

What is the GMA?

The Washington State Growth Management Act (GMA) requires state and local governments to manage Washington's growth by identifying and protecting critical areas and natural resource lands, designating urban growth areas, preparing comprehensive plans, and implementing them through capital investments and development regulations.

The Legislature found that uncoordinated and unplanned growth poses a threat to the environment, sustainable economic development, and the high quality of life enjoyed by residents of the State. The GMA requires counties of a certain size and growth rate, and the cities within them, to adopt comprehensive plans and development regulations which are guided by 14 goals:

1. Focus urban growth in urban areas
2. Reduce sprawl
3. Provide efficient transportation
4. Encourage affordable housing
5. Encourage sustainable economic development
6. Protect property rights
7. Process permits in a timely and fair manner
8. Maintain and enhance natural resource-based industries
9. Retain open space and habitat areas and develop recreation opportunities
10. Protect the environment
11. Encourage citizen participation and regional coordination
12. Ensure adequate public facilities and services
13. Preserve important historic resources
14. Goals and Policies of the Shoreline Management Act

Cannabis generally and Mr. Preder's business specifically are totally compatible with each and every one of these goals, because of our shared vision for sustainable economic development. Mr. Preder is proud that cannabis licensed businesses direct funds towards cities like Lake Stevens, which allow the taxes generated by owners such as Mr. Preder to advance all of the above goals.

Further, legalized cannabis is good for the environment, because it eliminates illegal grows that often occur on public lands, and pose threats of fire, pollution, and other spoliation of our state's natural beauty. Mr. Preder is legally required to avoid purchasing from any company that fails to adhere to the various administrative requirements of the WSLCB, which include a very specific and highly regulated requirement around pesticide use. *See* WAC 314-55-084. Obviously, black market operators are neither interested nor able to ensure their operations are similarly sustainable.



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Mr. Preder's Plan Serves to Advance Public Health, Safety and Welfare of Lake Stevens

Washington's Voters Correctly Decided Federal Prohibition is a Failed Policy

Lake Stevens has a duty to see to the health, safety, and welfare of its community. Lake Stevens clearly understands that part of that responsibility considering new approaches to that all important goal.

About five years ago, Washington's voters resoundingly decided that the policies of the last century have failed to keep us safe, and those pioneers of the cannabis industry are committed to a new direction: participation in a state system designed to regulate the sale of cannabis to adults in a way that maximizes the health and safety of Washingtonians and to controls the cannabis industry to further public health objectives.

Washington state, and the WSLCB, have brought together representatives from all communities and backgrounds and the result is an agenda that protects children and consumers by encouraging "seed to sale" tracking, and eliminates black market "diversion."

This agenda undermines the black market scourge of our communities. Reliance on responsible individuals who have been vetted by the state, (with help from the Federal Bureau of Investigation) decreases the likelihood that children will be approached by unregulated drug dealers.

Conclusion: Understanding the Real Policy Implications

Lake Stevens should expand the number of cannabis licenses, because doing so is (1) consistent with the adopted Lake Stevens Comprehension Plan; (2) compliant with the Growth Management Act; and (3) serves to advance public health, safety and welfare, as well as the broad legislative goals, and community aspirations these above items represent.

Ultimately, the question of whether to expand cannabis operations within Lake Stevens is a complex and multifaceted decision. However, one point is critical for the city to properly understand the choice it faces in deciding to expand the current number of cannabis licensees.

The choice is not about how much cannabis will be allowed to be sold within the city, because, unfortunately, the black market ensured that goal is unachievable. Indeed, the federal government, with virtually unlimited resources and half a century of implementation failed to achieve any success whatsoever. While reasonable minds may disagree with cannabis use, the failure of prohibition is not up for debate among those who have objectively reviewed the evidence to include a majority of Washintonians.

The true question presented to the community is *who* the community would like to see service this demand, and to what degree such individuals are able or willing to work with the city to pursue its highly important goals.



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The choice is between a drug dealer who will not employ anyone, not pay wages, not check identification, not share any profits with the local government, and who will not be bothered to ensure young children do not have access to cannabis. Rest assured that every individual in this category in Lake Stevens is hoping that the city denies Mr. Preder's request.

Alternatively, Lake Stevens may look to someone who willingly submitted to and successfully passed a FBI criminal background check in order to pursue a lawful state business in an open and transparent fashion. Lake Stevens may also understandingly look for someone who is experienced in operating multiple compliant state-licensed retail cannabis stores.

Lake Stevens has the opportunity to work with someone who is committed to this goal, excited to work with the community and become a part of it, while providing economic opportunities, ensuring its children are kept safe, and generating tax revenues to make sure its neighborhoods, parks, and playgrounds remain pristine.

Lake Stevens can and should look to the future, and insist that, if cannabis sales cannot be avoided, then they should be highly regulated and proceed in a manner that is consistent with the goals of the community. For these reasons, we request that you approve the addition of more licenses to Lake Stevens, and particularly the application of Mr. Shaun Preder.

Exhibit 2



Memorandum

Date: January 15, 2014
To: Planning Commission
From: Russ Wright, Senior Planner
Subject: Council Direction on I-502 Marijuana Regulations (LUA2013-0096)

At the January 13, 2014 Council Meeting, staff presented four I-502 implementation options to City Council and requested that Council provide direction on a preferred option. Planning Commission comments, a review of actions taken by neighboring jurisdictions and an analysis of codes adopted by other Snohomish County jurisdictions formed the basis of the proposed options, which included:

1. Adopt permanent regulations for the licensing, production, processing and sale of marijuana and marijuana products pursuant to Chapter 314-55 WAC.
2. Adopt permanent regulations for the licensing, production, processing and sale of marijuana and marijuana products pursuant to Chapter 314-55 WAC, **with local amendments**.
3. Adopt interim regulations for a year to analyze impacts.
4. Prohibit the licensing, production, processing and sale of marijuana and marijuana products.

After a thorough discussion, **City Council directed staff to pursue Option 2 as the city's implementation strategy**, by consensus. Council rejected Option 1 because Council was more comfortable adopting regulations specifically tailored to the needs of Lake Stevens. Council rejected Option 3 because it felt the city should take a firm stance when implementing new regulations. Council also expressed concerns about vesting and potentially creating nonconforming uses if it adopted interim regulations. Council rejected Option 4 due to legal uncertainties related to a prohibition.

During its discussion of Option 2, Council supported separations between facilities and size restrictions for all marijuana facilities. Council noted a discrepancy between Subsections 14.44.097(d) (2) and (5) related to the 1000-foot separation. Staff proposes to modify **Subsection 14.44.097(d)(2)** to read,

"(2) No parcel containing a state-licensed marijuana facility shall be located within 1,000 feet of the perimeter of any other parcel containing a legally established, state-licensed marijuana facility. For the purposes of administering the 1,000 foot separation between parcels with state-licensed marijuana facilities, state-licensed marijuana facilities shall be considered legally established in the order in which they are issued a city business license."

Council asked if the city could regulate marijuana production as an agricultural use like Granite Falls is proposing. Under Table 14.40-I, agricultural uses are outright or conditionally permitted (this use category could be applied to marijuana production) in the Light Industrial and General Industrial zoning districts. Table 14.40-I also permits processing uses outright or conditionally as a manufacturing / processing use in these zones.

Council also asked about security requirements for marijuana facilities. WAC 314-55-083 establishes security requirements for marijuana facilities including identification, alarm systems, surveillance systems, products traceability, etc. The Liquor Control Board is responsible for oversight of security systems.

Council also discussed definitions, specifically the definition of “Public Park” and the exclusion of trails from this definition. Council asked if the city could locally amend this definition or other definitions. Staff noted marijuana-related definitions came directly from the Washington Administrative Code (WAC) 314-55-010. Staff discussed this issue previously with legal counsel from the Municipal Research Services Center, who advised it would be more prudent and legally sound to retain state definitions because the legislature authorized the Liquor Control Board to adopt state rules and definitions for statewide consistency. Following this discussion, Council directed staff to explore the feasibility of creating additional screening or buffering requirements for marijuana facilities adjacent to the Centennial Trail.

Staff proposes to modify **Section 14.76.090 Additional Screening Requirements** to read,

“(b) Due to the potential for adverse impacts, Light Industrial and General Industrial zoned properties directly abutting the Centennial Trail shall provide a Type A screen, pursuant to 14.76.040(a)(1) in areas abutting the Centennial Trail.”

Finally, Council asked if the city’s regulations could limit the extraction of marijuana derivatives, such as oils and other refined products. Various sections in Chapter 314-55 explicitly establish regulations for processor extractions and storage of derivatives. As state rules clearly allow this process and establish limits for the storage of subsequent products, restricting this type of processing would be in direct conflict with the WAC rules and not advisable for the same reasons noted not to amend definitions.

Staff submits Council’s policy direction and proposed changes to the draft regulations, identified in this memorandum, to the Planning Commission for its consideration as part of the public hearing.

Exhibit 3



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: February 10, 2014

Subject: I-502 Marijuana Regulations (LUA2013-0096)

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

Budget Impact: none

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Public hearing and Second reading of Ordinance 908 related to the implementation of I-502 Marijuana Regulations (LUA2013-0096).

SUMMARY:

Public Hearing and Second Reading of I-502 Marijuana Regulations (LUA2013-0096)

BACKGROUND/HISTORY:

Following the first reading of Ordinance 908 (**Attachment A**), staff has completed the additional requested analysis by City Council related to hours of operation, business sizes, and separations (**Attachment B**). Staff reviewed the interim and permanent regulations of Washington Cities and Counties, related to Marijuana facilities, available on the Municipal Research Services Website.

Washington Administrative Code (WAC) 314-55-147 allows marijuana retailer facilities to sell marijuana, marijuana-infused products, and marijuana paraphernalia between 8 a.m. and 12 a.m. Only five jurisdictions mentioned hours of operation in their ordinances. Only one of the five jurisdictions, Mountlake Terrace diverged from the WAC regulation for hours of operation. Mountlake Terrace adopted hours of operation from 8 am to 11 pm.

Only three jurisdictions are proposing additional separations. Everett has an interim requirement for a 2,500-foot separation between retail facilities. Tacoma has an interim requirement for a 1,000-foot separation from correctional facilities & drug rehabilitation facilities. Mukilteo has adopted a requirement for a 1,000-foot separation between retail facilities and producers/processors. Lake Stevens would be the only identified jurisdiction proposing a 1,000-foot separation between all marijuana facilities. The attached map (**Attachment C**) shows how the rule would affect three prospective marijuana producer/processors in the Hartford Industrial Area. Under this proposed regulation, only one of the three prospective producer/processors would be allowed to operate.

Only five identified jurisdictions are proposing additional size requirements. Everett has an interim requirement that limits Marijuana Producers to Tier 1 (less than 2,000 square feet). Tacoma has a graduated interim requirement restricting the size of retail facilities based on the zone. Seattle has a graduated requirement restricting the size of production facilities based on the zone. King County has a graduated requirement restricting the size of retail facilities based on the zone and requires a Conditional Use Permit (CUP) for producers over 2,000 square feet. Pierce County has prohibited marijuana facilities, but has developed a framework that would require a CUP for marijuana facilities and restrict the size of production facilities to 10,000 square feet (Tier 2). Lake Stevens would be the only identified jurisdiction proposing a combined 10,000-foot size for producer/processors and among a few jurisdictions

limiting the size of retail facilities. The attached map (**Attachment C**) shows how the rule would affect three prospective marijuana producer/processors in the Hartford Industrial Area. Under this proposed regulation, only one of the three prospective producer/processors would meet the 10,000 square feet size restriction.

Staff described the recent state Attorney General's opinion and two recent house bills related to the implementation of I-502 at the January 27, 2014 meeting. Since then, the House Committee on Government Accountability & Oversight held public hearings for House Bill 2322 prohibiting local jurisdictions from taking actions preventing or impeding the creation or operation of commercial marijuana businesses licensed by the liquor control board; House Bill 2638 establishing the states preemptive authority to regulate the licensing, marketing, taxation, production, processing and retail sale of marijuana; and HB 2144, distributing a specified percentage of marijuana excise tax revenues to local jurisdictions.

APPLICABLE CITY POLICIES: Chapters 4.04, 14.08, 14.16C, 14.40, 14.44 and 14.756 of the Lake Stevens Municipal Code

BUDGET IMPACT: There is not a budget impact.

Attachments:

Attachment A – Ordinance 908

Attachment B – Jurisdiction Comparison

Attachment C – Detail Map for Hartford Industrial Area

Exhibit 4



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: May 10, 2016

Subject: Marijuana Regulation Amendments LUA2016-0017

Contact Person/Department: Russ Wright, Interim Planning
Director

Budget Impact: none

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Identify preferred code amendment options, by motion.
2. Second Reading to adopt Ordinance 958 and repeal Ordinance 941, by motion.

SUMMARY:

Second Reading related to potential amendments to the city's marijuana regulations in relationship to community feedback and amendments to state law to be adopted through Ordinance 958 (**Attachment 1**).

ADDITIONAL CHANGES / DISCUSSION

At City Council's public hearing held April 26, 2016, council members requested additional information and clarification on a few items contained in Ordinance 958, described below.

1. Define what happens if the co-location prohibition is removed.
 - If the co-location prohibition is repealed, more than one production / processing facility can locate on the same building or property as another processor.
 - Under state regulations, this would require a physical separation between the spaces.
 - The second business would be a separate entity and subject to all state and local licensing requirements.
 - The removal of this prohibition would also allow more than one retail outlet in the same building should Council allow a second retail outlet.
2. Review square footage allocation of existing producers / processors.
 - The city has 9 licensed marijuana facilities, which includes one retail location, six Tier 2 producer / processors, one dedicated processor and one Tier 2 producer/processor under review.
 - The combined square footage dedicated to producer / processors equals approximately 75,000 square feet from reconciled permit information. This number includes areas devoted to production, processing and storage as provided on individual land use applications and associated building permits. Dedicated storage has only been identified on three facilities totaling nearly 2,000 square feet.
3. Provide additional information about production tiers per state rules compared to build out of existing facilities.
 - State Tier Canopy Structure WAC 314-55-0775(6)
 - Tier 1 - less than two thousand square feet of canopy

- Tier 2 - less than 10,000 square feet of canopy
 - Tier 3 - less than 30,000 square feet of canopy
 - If the current producers increased production to the maximum allowed tier level, there would be approximately 70,000 square feet dedicated to marijuana growing inside the city.
4. Bring additional information about marijuana production and retail outlets in neighboring communities.
- There are several retail locations within neighboring communities south of Lake Stevens near 32nd Street SE, east of Lake Stevens near Granite Falls off HWY 92, and north of Lake Stevens near Arlington and Smokey Point. Additional locations are located in Everett and in Snohomish County. See attached Liquor and Cannabis Retail Distribution Map (**Attachment 2a**).
 - There are nine production / processing facilities north and east of the city in Snohomish County and an additional nine facilities in Arlington. See attached Liquor and Cannabis Producer / Processor Distribution Map (**Attachment 2b**).
5. Provide additional information about growing and selling medical marijuana.
- Reformation of Medical Cannabis act under Senate Bill 5052 makes the following changes:
 - Provides oversight of medical market by Liquor and Cannabis Board not previously established. Collective Gardens and Dispensaries disbanded.
 - Medical marijuana production allowed through co-operative or production at an established production/processing facility.
 - Sales of medical grade marijuana, concentrates and infused products can occur at a retail location with endorsements.
 - Purchase of medical marijuana is subject to patient database authorization or card.
 - Patients and designated providers, entered into the marijuana database, will not pay sales tax on marijuana, marijuana concentrates or marijuana-infused products purchased from retail stores holding medical marijuana endorsements.
 - According to the Liquor and Cannabis Board, licensed marijuana producers may produce medical marijuana as a percentage of their state tier allotment.

RECOMMENDATIONS

1. Adopt the Planning Commission's Recommendation

The Planning Commission held a public hearing on April 6, 2016, which was well attended. Several individuals supported maintaining the current cap for production/processing at 100,000 square feet or removing the cap altogether. Others testified in support of a second retail location, as allocated by the Liquor and Cannabis Board, to allow local competition in the market. There was also support to allow access to medical marijuana at retail locations. The Planning Commission recommendation is attached as **Attachment 3**. The Planning Commission recommended the following actions:

1. Removing the co-location provision as proposed;
2. Modifying the definitions as proposed;
3. Authorizing the sale of medical marijuana at licensed retail locations with endorsements as proposed;
4. Limiting retail locations to one store to be revisited in two years;
5. Retaining the 100,000 square foot cap for marijuana production and processing; and
6. Changing the permitting process from outright permitted to requiring an administrative conditional use permit for production/processors as proposed.

2. Modify the Planning Commission's Recommendation to include the following changes:

1. Limit marijuana production and processing to 75,000 square feet; or modify cap to only include marijuana production (growing) set at the state Tier 2 maximum per site with an overall cap of 70,000 square feet citywide. Processing and storage would not be subject to a separate cap.

Proposed Code Language:

- Option 1 - 14.44.097(f)(2) the maximum amount of space allotted for state-licensed marijuana production and processing will be limited to 75,000 square feet citywide.
- Option 2 - 14.44.097(f)(2) the maximum amount of space allotted for state-licensed marijuana production will be limited to 70,000 square feet citywide.

FINDINGS AND CONCLUSIONS:

1. *Compliance with selected Land Use & Economic Development Goals of the Comprehensive Plan*

- Land Use Goal 2.6: Promote an active, healthy and diverse Hartford Road Industrial District
- Land Use Goal 2.10: Ensure that land uses optimize economic benefit and the enjoyment and protection of natural resources while minimizing the threat to health, safety and welfare.
- Economic Development Goal 6.4: Support employment growth in the city.
- Economic Development Goal 6.8: Support businesses and job creation.

Conclusions – The proposed code amendments are consistent with several Comprehensive Plan goals.

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

- Staff prepared an environmental checklist for the proposed code revisions, dated February 25, 2016.
- The SEPA official issued a Determination of Non-Significance on February 29, 2016.
- The city has not received any appeals related to the SEPA determination.

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

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

- The city requested expedited review from the Department of Commerce on February 29, 2016.
- The Department of Commerce sent a letter of acknowledgment on March 1, 2016 and granted approval of expedited review on March 15, 2016.
- Staff will file the final ordinance with the Department of Commerce within 10 days of action.

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

4. *Public Notice and Comments*

- The city published a notice of SEPA determination in the Everett Herald on February 29, 2016.
- The city published a notice of Planning Commission Public Hearing in the Everett Herald on March 16 and 23, 2016.
- The city notified interested parties of the SEPA DNS and public hearing at the same times.
- The Planning Commission held a public hearing on April 6, 2016, received public comments and has forwarded recommendations to City Council.
- The city published a notice of City Council Public Hearing in the Everett Herald on April 6 and 13, 2016.

Conclusions – The City has met public notice and procedural requirements per Chapter 14.16B LSMC for legislative actions.

APPLICABLE CITY POLICIES: Chapters 14.08, 14.38, 14.40 and 14.44 of the Lake Stevens Municipal Code

BUDGET IMPACT: There is not a budget impact.

EXHIBITS (attached):

Attachment 1 – Ordinance 958

Attachment 2 – Maps (2a Retail Locations / 2b Producer/Processor Locations)

Attachment 3 – Planning Commission Recommendation



CITY OF
LAKE STEVENS
DRAFT MARIJUANA OVERLAY MAP

Features

- City of Lake Stevens
- Unincorporated UGA
- Protected Entities*
- 1000-Buffer

Subarea Zones

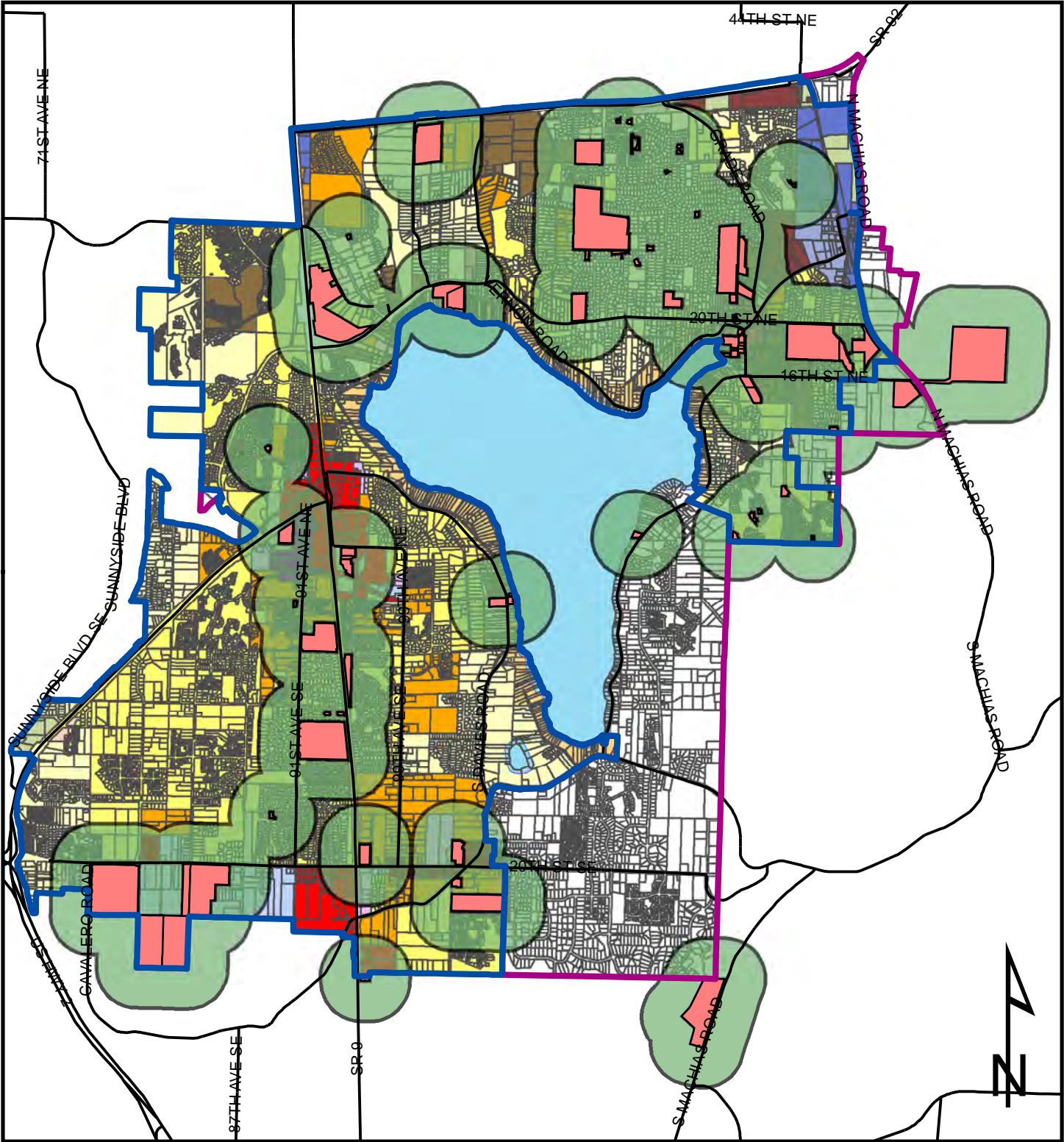
- Urban Residential (UR)
- High Urban Residential (HUR)
- Mixed-Use Neighborhood (MUN)
- Main Street (MS)
- Commercial District (CD)
- Neighborhood Business (NB)
- Business District (BD)
- Public / Semi-Public (P/SP)

City Zones

- Suburban Residential (SR)
- Urban Residential (UR)
- High Urban Residential (HUR)
- Waterfront Residential (WR)
- Multi-Family Residential (MFR)
- MF Development Agreement (MFDA)
- Local Business (LB)
- Mixed Use (MU)
- Central Business District (CBD)
- Planned Business District (PBD)
- Light Industrial (LI)
- General Industrial (GI)
- GI Development Agreement (GIDA)
- Public / Semi-Public (P/SP)

DRAFT 12-31-13

*Protected entities are those entities described in WAC 314-55-050 (10) and are subject to a 1,000 foot separation from marijuana facilities.





CITY OF

LAKE STEVENS

DRAFT MARIJUANA OVERLAY MAP - NE

Features

- City of Lake Stevens
- Unincorporated UGA
- Protected Entities*
- 1000-Buffer

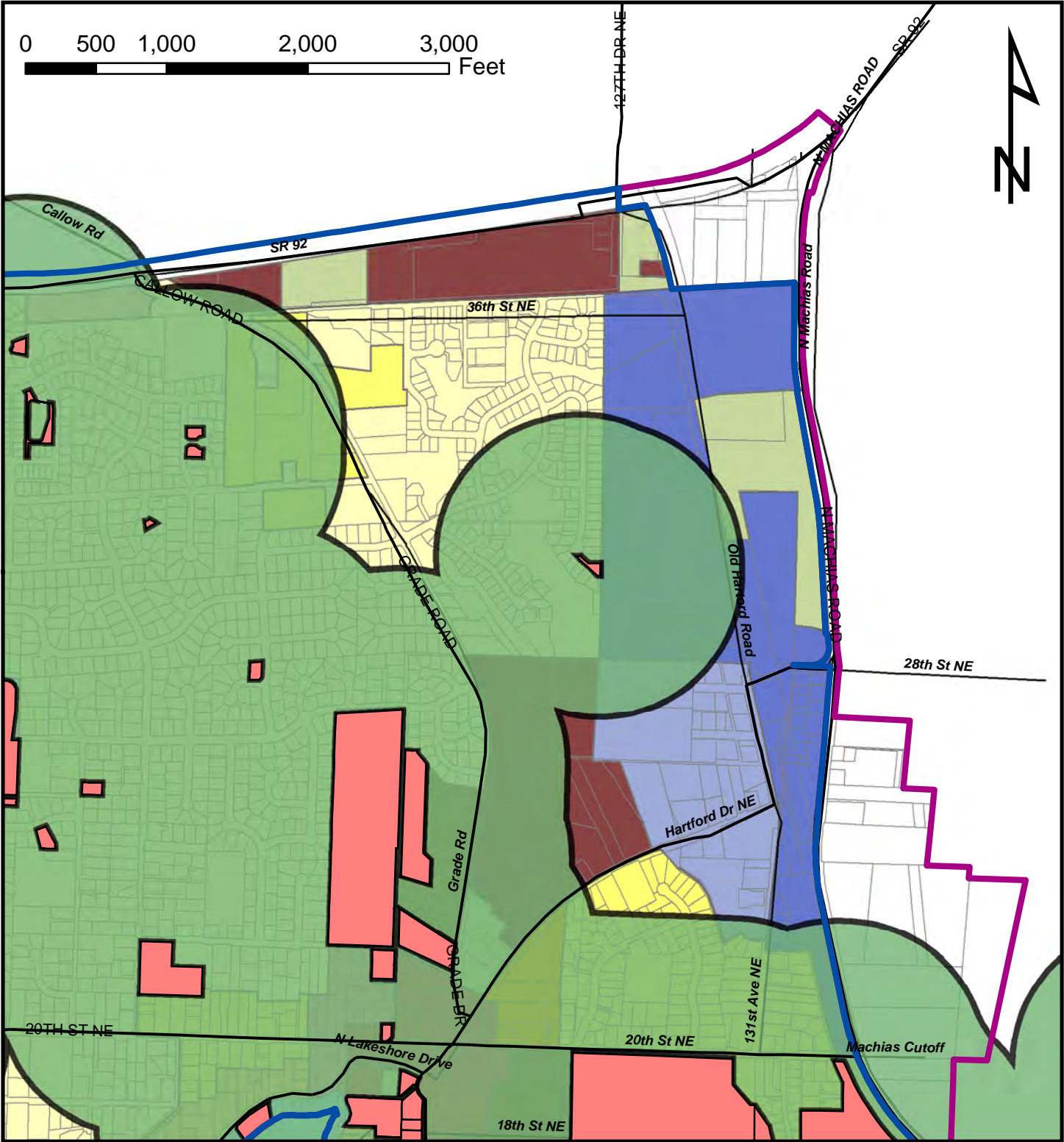
City Zones

- Suburban Residential (SR)
- Urban Residential (UR)
- High Urban Residential (HUR)
- Waterfront Residential (WR)
- Multi-Family Residential (MFR)
- MF Development Agreement (MFDA)
- Local Business (LB)
- Mixed Use (MU)
- Central Business District (CBD)
- Planned Business District (PBD)
- Light Industrial (LI)
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Properties outside the protective buffer with appropriate zoning may have marijuana uses subject to review & approval

DRAFT 12-31-13





CITY OF

LAKE STEVENS

DRAFT MARIJUANA OVERLAY MAP - LSC

Features

- City of Lake Stevens
- Unincorporated UGA
- Protected Entities*
- 1000-Buffer

Subarea Zones

- Urban Residential (UR)
- High Urban Residential (HUR)
- Mixed-Use Neighborhood (MUN)
- Main Street (MS)
- Commercial District (CD)
- Neighborhood Business (NB)
- Business District (BD)
- Public / Semi-Public (P/SP)

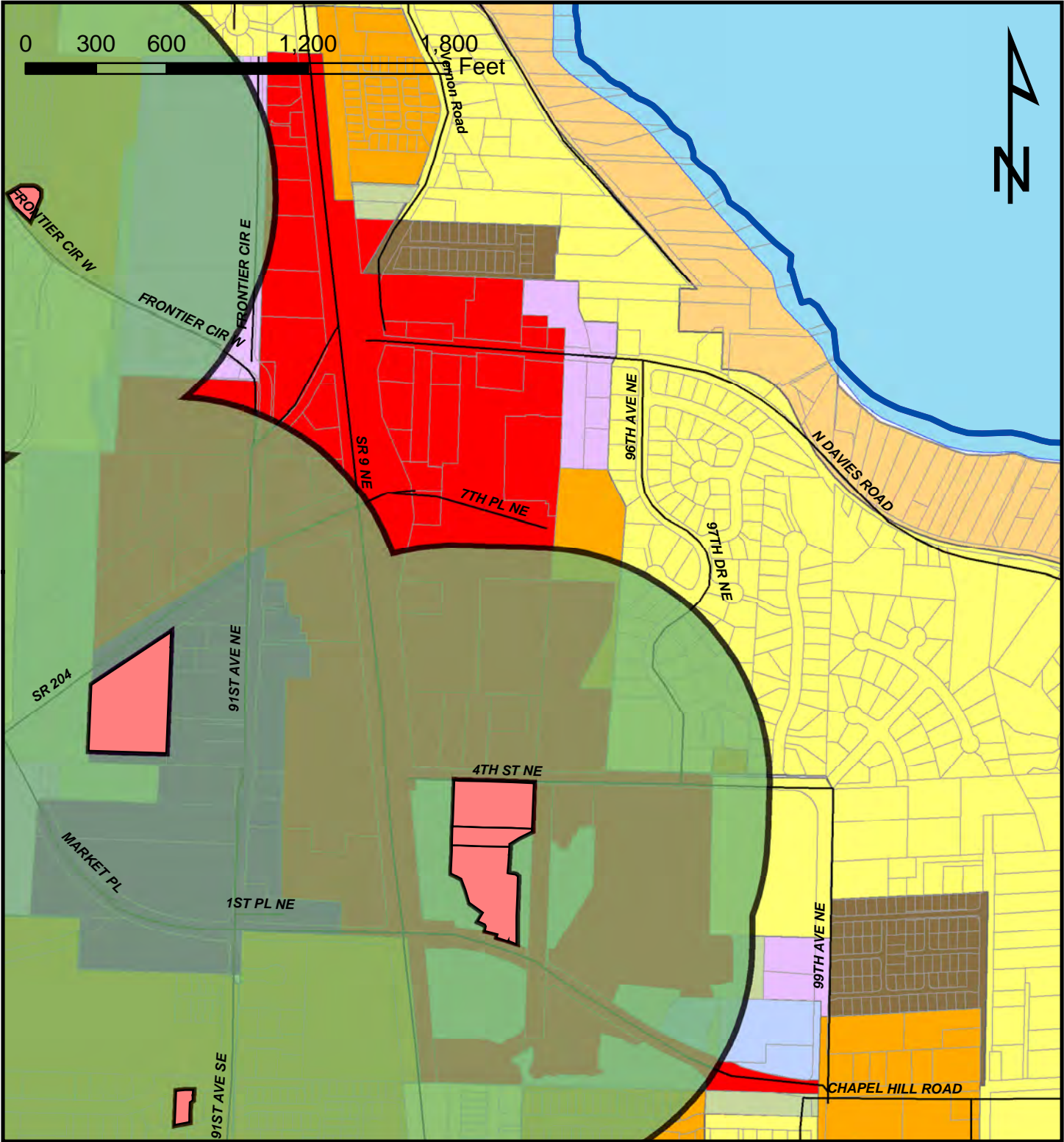
City Zones

- Suburban Residential (SR)
- Urban Residential (UR)
- High Urban Residential (HUR)
- Waterfront Residential (WR)
- Multi-Family Residential (MFR)
- MF Development Agreement (MFDA)
- Local Business (LB)
- Mixed Use (MU)
- Central Business District (CBD)
- Planned Business District (PBD)
- Light Industrial (LI)
- General Industrial (GI)
- GI Development Agreement (GIDA)
- Public / Semi-Public (P/SP)

DRAFT 12-31-13

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Properties outside the protective buffer with appropriate zoning may have marijuana uses subject to review & approval





CITY OF

LAKE STEVENS

DRAFT MARIJUANA OVERLAY MAP - South

Features

- City of Lake Stevens
- Unincorporated UGA
- Protected Entities*
- 1000-Buffer

Subarea Zones

- Urban Residential (UR)
- High Urban Residential (HUR)
- Mixed-Use Neighborhood (MUN)
- Main Street (MS)
- Commercial District (CD)
- Neighborhood Business (NB)
- Business District (BD)
- Public / Semi-Public (P/SP)

City Zones

- Suburban Residential (SR)
- Urban Residential (UR)
- High Urban Residential (HUR)
- Waterfront Residential (WR)
- Multi-Family Residential (MFR)
- MF Development Agreement (MFDA)
- Local Business (LB)
- Mixed Use (MU)
- Central Business District (CBD)
- Planned Business District (PBD)
- Light Industrial (LI)
- General Industrial (GI)
- GI Development Agreement (GIDA)
- Public / Semi-Public (P/SP)

DRAFT 12-20-13

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Properties outside the protective buffer with appropriate zoning may have marijuana uses subject to review & approval

