



City of Lake Stevens Vision Statement

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



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

Tuesday, October 10, 2017 – 7:00 p.m.

NOTE:

WORKSHOP ON VOUCHERS AT 6:45 P.M.

CALL TO ORDER:	7:00 P.M.	Mayor
PLEDGE OF ALLEGIANCE		Council President
ROLL CALL:		
APPROVAL OF AGENDA:		Council President
CITIZEN COMMENTS:		
NEW EMPLOYEE INTRODUCTIONS:	Josh Machen, Senior Planner, Ariane Fox, Police Records Specialist, Public Works Crew Workers 1 Aameekha Boyd and Ryan Cavanah	
EMPLOYEE RECOGNITION	Jeff Beazizo	
EMPLOYEE ANNIVERSARIES:	Dennis Irwin (10 years), and Chad Christensen (15 years)	Mayor/Teri
COUNCIL BUSINESS:	Committee Reports	Council President
MAYOR'S BUSINESS:		
CITY DEPARTMENT REPORT:	Update	
CONSENT AGENDA:	<ul style="list-style-type: none">*A Approve 2017 Vouchers*B Approve September 26, 2017 City Council Workshop Meeting Minutes*C Approve September 26, 2017 City Council Regular Meeting Minutes*D Approve October 3, 2017 City Council Special Meeting Minutes*E Approve WAVE Dark Fiber Order*F Approve WAVE Service Agreement for Order for Internet and Phone Services	<ul style="list-style-type: none">BarbBarbBarbBarbTroyTroy

Lake Stevens City Council Regular Meeting Agenda

October 10, 2017

- ACTION ITEMS:**
- *A Approve Professional Services Agreement with KPG re Beautification Plan Jill
 - *B Approve Part Time Position for Planning & Community Development Russ
 - *C Approve Amendment to Contract with Republic Services Eric

DISCUSSION ITEMS:

EXECUTIVE SESSION:

ADJOURN

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

THE PUBLIC IS INVITED TO ATTEND

Special Needs

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

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



CITY DEPARTMENT REPORT
October 10, 2017 CITY COUNCIL MEETING

Planning and Community Development:

- Director and Senior Planner attended the regional APA planning conference.
- Staff held briefings with the Planning Commission on proposed changes to the marijuana regulations (the Planning Commission and City Council visions are consistent) and allowed use of storage units in the Local Commercial zoning district.
- Planning and Parks staff are coordinating with Public Works, PD, Fire District and community groups on upcoming holiday festivals.
- Planning and Public Works are finalizing revised stormwater and low impact development regulations for compliance with our general stormwater permit. The Planning Commission and Council will be briefed.

Public Works Department

General:

- Public Works received a new sweeper that was budgeted for 2017. Currently there are two sweepers out each day to stay on top of fall leaf pick up.
- Eric met with Larry Addison following his comments at the previous council meeting expressing concerns about the trees in his neighborhood. Several street trees need to be removed and possibly replanted. There is no HOA in the neighborhood but Larry was going to reach out to some of the neighbors and possibly set up a meeting with the city.

City Hall:

- As of 10-6 all employees will be in the new facility. The demo of the old city hall is scheduled to begin on the 16th of October.

Storm:

- Slide area at the 8500 block on Vernon Road repaired by storm crew.
- Pond maintenance at the north and south ends of the Lundeen Parkway bridge.
- The DOC crew helped with placement of 4" to 6" rock at the dispersion structure at Lundeen Creek.
- Demolition has begun on the 20th Street houses.
- Parks staff has evaluated Frontier Park and will be coming back with some recommendations

Capital Projects:

- Overlay project is complete
- Thermoplastic is ongoing maybe 70 % complete.
- Alum Treatment pre-construction meeting with AUS, the aerator removal contractor, to firm up a date on the removal.



This page left blank intentionally

BLANKET VOUCHER APPROVAL
2017

Payroll Direct Deposits	9/29/2017	\$169,390.88
Payroll Checks	43532-43537	\$10,047.00
Tax Deposit(s)	9/29/2017	\$68,207.56
Electronic Funds Transfers	ACH	\$99,472.25
Claims	43538-43643	\$710,878.30
Void Checks	43329, 41816, 43515, 43387	(\$16,724.65)
Total Vouchers Approved:		\$1,041,271.34

This 10th day of October 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

October 10th



City Expenditures by Type on this voucher packet

Personnel Costs	\$	179,438	17%
Payroll Federal Taxes	\$	68,208	7%
Retirement Benefits - Employer	\$	93,235	9%
Employer paid Benefits - By Check	\$	460	0%
Employee paid benefits - By Payroll	\$	13,476	1%
Supplies	\$	33,810	3%
Professional Services*	\$	273,896	26%
Intergovernmental Services	\$	19,794	2%
Capital **	\$	375,679	36%
Void Check	\$	(16,725)	-2%
Total		\$1,041,271.34	100%

Large Purchases

* City Hall Asbestos abatement - \$30,600.9

* 2017 Pavement Overlays - \$158,962.88

** Sweeper -Elgin Crosswind - \$289,148.53



Checks to be Approved for 9/22/2017 to 10/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
3 Kings	43546						Check Total
							\$15,300.45
		10/5/2017	9818	001-013-518-20-48-00	GG-Repair & Maintenance	Asbestos abatement prior to demolition of City Hall	\$30,600.90
				621-000-389-20-00-05	Retainage -Public Bldg Maint	Retainage - 3 Kings - Asbestos abatement	(\$15,300.45)
Ace Hardware	43547						Check Total
							\$453.60
		10/5/2017	56263	101-016-544-90-31-02	ST-Operating Cost	Blank Cover 1 gang	\$4.56
				410-016-531-10-31-02	SW-Operating Costs	Blank Cover 1 gang	\$4.55
			56284	001-010-576-80-31-00	PK-Operating Costs	Paint for garbage cans in parks	\$17.34
			56303	001-010-576-80-31-02	PK-Eagle Ridge Pk-Ops	Caulk for shed at Eagle Ridge	\$42.41
			56306	001-010-576-80-31-02	PK-Eagle Ridge Pk-Ops	Caulk for shed at Eagle Ridge	(\$28.27)
			56314	001-012-572-20-31-00	CS-Library-Office & Operating	Library toilet valve	\$37.00
			56322	101-016-544-90-31-02	ST-Operating Cost	Drill bits/Bti extension/Hex saw	\$26.64
				410-016-531-10-31-02	SW-Operating Costs	Drill bits/Bti extension/Hex saw	\$26.63
			56337	101-016-544-90-31-02	ST-Operating Cost	Saw blades/batteries/led lights	\$47.86
				410-016-531-10-31-02	SW-Operating Costs	Saw blades/batteries/led lights	\$47.87
			56346	001-010-576-80-31-03	PK-Lundeen-Op Costs	Straps to secure picnic table at Lundeen park	\$5.62
			56348	001-010-576-80-31-03	PK-Lundeen-Op Costs	Carriage bolts to secure observation area-Lundeen park	\$27.36
			56350	101-016-544-90-31-02	ST-Operating Cost	Jig saw blades	\$3.80
				410-016-531-10-31-02	SW-Operating Costs	Jig saw blades	\$3.80
			56353	101-016-544-90-31-02	ST-Operating Cost	Jig saw blade	\$7.08
				410-016-531-10-31-02	SW-Operating Costs	Jig saw blade	\$7.07
			56354	001-010-576-80-31-03	PK-Lundeen-Op Costs	Fasteners to secure picnic table at Lundeen park	\$26.43
			56393	101-016-544-90-31-02	ST-Operating Cost	Chipped key for PW60/eye bolts	\$47.89
				410-016-531-10-31-02	SW-Operating Costs	Chipped key for PW60/eye bolts	\$47.89
			56404	101-016-544-90-31-02	ST-Operating Cost	Paint marking wand	\$27.21
			56429	001-013-594-18-60-02	GG - City Hall Demo	Fasteners to hang white boards in new City Hall	\$8.71
			56445	001-013-594-18-60-02	GG - City Hall Demo	Furniture moving sliders for moving firesafe filing cabinet	\$14.15
Advance Auto Parts	43548						Check Total
							\$815.18
		10/5/2017	2421-264355	101-016-544-90-31-02	ST-Operating Cost	Core return PW61/Door handle return PW60	(\$59.54)
				410-016-531-10-31-02	SW-Operating Costs	Core return PW61/Door handle return PW60	(\$59.54)
			2421-264403	101-016-544-90-31-02	ST-Operating Cost	Fan clutch tool	\$82.22
				410-016-531-10-31-02	SW-Operating Costs	Fan clutch tool	\$82.21
			2421-264415	101-016-544-90-31-02	ST-Operating Cost	Fan clutch tool returned	(\$82.22)



Checks to be Approved for 9/22/2017 to 10/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Advance Auto Parts	43548	10/5/2017	2421-264415	410-016-531-10-31-02	SW-Operating Costs	Fan clutch tool returned	(\$82.21)
			2421-264450	101-016-544-90-31-02	ST-Operating Cost	Return serpentine belt PW63	(\$11.24)
				410-016-531-10-31-02	SW-Operating Costs	Return serpentine belt PW63	(\$11.24)
			2421-264644	101-016-544-90-31-02	ST-Operating Cost	Replacement door handle PW60	\$3.81
				410-016-531-10-31-02	SW-Operating Costs	Replacement door handle PW60	\$3.80
			2421-264719	001-010-576-80-31-00	PK-Operating Costs	Dual black paint for shop	\$6.17
				101-016-544-90-31-02	ST-Operating Cost	Dual black paint for shop	\$6.16
				410-016-531-10-31-02	SW-Operating Costs	Dual black paint for shop	\$6.16
			2421-264720	101-016-544-90-31-02	ST-Operating Cost	Dual black satin paint	\$36.98
				410-016-531-10-31-02	SW-Operating Costs	Dual black satin paint	\$36.98
			2421-264811	101-016-544-90-31-02	ST-Operating Cost	Diesel exhaust fluid PW50	\$27.20
				410-016-531-10-31-02	SW-Operating Costs	Diesel exhaust fluid PW50	\$27.21
			2421-264817	101-016-544-90-31-02	ST-Operating Cost	Brakes/Rotors/Pads/Calipers for PW61	\$142.56
				410-016-531-10-31-02	SW-Operating Costs	Brakes/Rotors/Pads/Calipers for PW61	\$142.55
			2421-264819	101-016-544-90-31-02	ST-Operating Cost	LED work light for PW56	\$107.76
				410-016-531-10-31-02	SW-Operating Costs	LED work light for PW56	\$107.77
			2421-264888	101-016-544-90-31-02	ST-Operating Cost	Silicone sealer	\$9.58
				410-016-531-10-31-02	SW-Operating Costs	Silicone sealer	\$9.58
			2421-264893	101-016-544-90-31-02	ST-Operating Cost	Tie down straps for pickup trucks	\$26.98
				410-016-531-10-31-02	SW-Operating Costs	Tie down straps for pickup trucks	\$26.98
			2421-265029	101-016-544-90-31-02	ST-Operating Cost	wiper blades for PW61	\$12.61
				410-016-531-10-31-02	SW-Operating Costs	wiper blades for PW61	\$12.62
			2421-265060	101-016-544-90-31-02	ST-Operating Cost	Replacement battery PW62	\$83.85
				410-016-531-10-31-02	SW-Operating Costs	Replacement battery PW62	\$83.85
			2421-265061	101-016-544-90-31-02	ST-Operating Cost	Grease guns PW56	\$27.22
				410-016-531-10-31-02	SW-Operating Costs	Grease guns PW56	\$27.21
			2421-265083	101-016-544-90-31-02	ST-Operating Cost	Core return PW62	(\$11.98)
				410-016-531-10-31-02	SW-Operating Costs	Core return PW62	(\$11.98)
			2421-265084	101-016-544-90-31-02	ST-Operating Cost	Ice scrapper PW40	\$2.55
				410-016-531-10-31-02	SW-Operating Costs	Ice scrapper PW40	\$2.56
AFLAC	0	Check Total					\$1,608.72
		10/2/2017	092917	001-000-284-00-00-00	Payroll Liability Other	Employee paid Insurance Prem	\$1,608.72



Checks to be Approved for 9/22/2017 to 10/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Alexander Printing	43549						\$193.07
		10/5/2017	52515	001-007-558-50-31-00	PL-Office Supplies	Business cards - Machen	\$62.53
			52537	001-013-518-20-31-00	GG-Operating	#10 Envelopes with return address	\$130.54
Alpine Fire and Safety Sys Inc	43550						\$191.88
		10/5/2017	10169	001-008-521-20-31-02	LE-Minor Equipment	First Aid Supplies	\$191.88
Jennifer Anderson	43551						\$19.00
		10/5/2017	092517	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem for Performance Appraisal training-J Anderson	\$19.00
Phillip Bassett	43545						\$250.00
		10/3/2017	100317	001-008-521-40-49-01	LE-Registration Fees	Registration fee-Combat First Aid-Bassett	\$250.00
Big Trees	43552						\$729.63
		10/5/2017	14994	302-010-576-90-31-00	Tree Mitigation Expenditures	Dogwoods for New City Hall	\$729.63
Canon Financial Services Inc	43553						\$34.13
		10/5/2017	17767052	101-016-542-30-48-00	ST-Repair & Maintenance	Copier maintenance - City Shop	\$17.07
				410-016-531-10-48-00	SW-Repairs & Maintenance	Copier maintenance - City Shop	\$17.06
Rick Carlson	43554						\$4,655.47
		10/5/2017	424576	001-010-576-80-41-01	PK -Professional Tree Srv	Remove trees on slope	\$4,900.50
				621-000-389-20-00-02	Retainage - Other PW Project	Retainage - All Phase Brush	(\$245.03)
CDW Government Inc	43555						\$2,893.39
		10/5/2017	KCM5349	001-008-521-20-31-02	LE-Minor Equipment	Havis Docking Stations & screens	\$2,775.41
			KCX5670	001-008-521-20-31-02	LE-Minor Equipment	Havis support docking station screen	\$117.98
Child Support Services Division	43538						\$133.71
		10/2/2017	092917	001-000-284-00-00-00	Payroll Liability Other	Child Support - 09/29/17	\$133.71
City of Everett	43556						\$30.00
		10/5/2017	I17002228	410-016-531-10-41-01	SW-Professional Services	Fecal coliform testing	\$30.00
	43557						\$26.22
		10/5/2017	010340 0917	101-016-543-50-47-00	ST-Utilities	Water services-9306 20th St SE	\$26.22
City of Marysville	43558						\$42,777.50
		10/5/2017	17-015	001-013-512-50-41-00	GG-Municipal Court Fees	Court Citations August 2017	\$22,996.35
			POLIN11-0841	001-008-523-60-51-00	LE-Jail	Prisoner Medical August 2017	\$100.00
			POLIN11-0843	001-008-523-60-51-00	LE-Jail	Prisoner housing Yakima July 2017	\$3,207.96
			POLIN11-0845	001-008-523-60-51-00	LE-Jail	Prisoner housing SCORE July 2017	\$2,773.89



Checks to be Approved for 9/22/2017 to 10/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
City of Marysville	43558	10/5/2017	POLIN11-0847	001-008-523-60-51-00	LE-Jail	Prisoner Transport to SCORE July 2017	\$170.00
			POLIN11-0848	001-008-523-60-51-00	LE-Jail	Prisoner Medical SCORE July 2017	\$504.22
			POLIN11-0849	001-008-523-60-51-00	LE-Jail	Prisoner housing July 2017	\$13,025.08
City of Marysville Parks Culture & Rec	43559						Check Total
							\$1,200.00
		10/5/2017	Movie	001-010-576-80-31-00	PK-Operating Costs	Movie Presentation 8/11 and 8/25	\$1,200.00
Co Op Supply	43560						Check Total
							\$76.22
		10/5/2017	615543/4	410-016-531-10-31-02	SW-Operating Costs	Seed for Vernon Rd Project	\$76.22
Comcast	43561						Check Total
							\$86.18
		10/5/2017	0810218 0917	001-008-521-20-42-00	LE-Communication	Internet services-N Lakeshore Drive	\$86.18
	43562						Check Total
							\$155.68
		10/5/2017	1009612 0917	001-013-518-20-42-00	GG-Communication	Internet service-VIC	\$155.68
Crandall Arambula PC	43563						Check Total
							\$12,237.02
		10/5/2017	16	001-007-558-70-41-00	PL-Economic Devel	LS Downtown Plan	\$2,757.50
			5	302-010-576-80-61-00	Park Mitigation Funds Exp	North Cove Park Master Plan & Construction Documentation svcs	\$9,479.52
Crystal Springs	43564						Check Total
							\$93.14
		10/5/2017	16015194091617	001-008-521-50-30-00	LE-Facilities Supplies	Bottled Water	\$93.14
Curvature	43565						Check Total
							\$2,070.62
		10/5/2017	609067	001-013-594-18-60-02	GG - City Hall Demo	E-Switches/Gbps Fiber Modules	\$2,070.62
James Davis	43566						Check Total
							\$141.12
		10/5/2017	BLP2017-0523	001-000-322-10-00-00	Building Permits	Refund of Permit BLD2017-0523 calculation error	\$141.12
Day Wireless Systems	43567						Check Total
							\$5,342.61
		10/5/2017	444963	001-008-521-20-31-01	LE-Fixed Minor Equipment	Flexible Ear Inserts	\$14.25
			445131	001-008-521-20-31-01	LE-Fixed Minor Equipment	Adapter/Mic for radio	\$205.09
			594449	001-008-521-20-31-01	LE-Fixed Minor Equipment	Public Safety Equip on Motorcycle	\$5,123.27
Dept Graphics	43568						Check Total
							\$905.03
		10/5/2017	8774	520-008-594-21-63-00	Capital Equipment	New Vehicle graphics PT-17-75	\$905.03
Dept of Retirement (Deferred Comp)	0						Check Total
							\$1,495.00
		10/2/2017	092917	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$1,495.00
Dept of Retirement PERS LEOFF	0						Check Total
							\$93,235.22
		10/2/2017	092917	001-000-282-00-00-00	Payroll Liability Retirement	PERS LEOFF Contributions	\$93,235.22



Checks to be Approved for 9/22/2017 to 10/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Dicks Towing Inc	43569						\$115.19	
		10/5/2017	167288	001-008-521-20-41-00	LE-Professional Services	Towing PT56 to shop		\$115.19
E&E Lumber Inc	43570						\$800.58	
		10/5/2017	125843	410-016-531-10-31-02	SW-Operating Costs	Lumber for Sideboards and Ballards		\$800.58
Electronic Federal Tax Pmt System EFTPS	0						\$68,207.56	
		10/2/2017	092917	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes		\$68,207.56
Electronic Business Machines	43571						\$481.33	
		10/5/2017	39356	001-007-558-50-48-00	PL-Repairs & Maint.	Refund duplicate payment		(\$40.32)
				001-007-559-30-48-00	PB-Repair & Maintenance	Refund duplicate payment		(\$40.32)
				101-016-542-30-48-00	ST-Repair & Maintenance	Refund duplicate payment		(\$40.32)
				410-016-531-10-48-00	SW-Repairs & Maintenance	Refund duplicate payment		(\$40.33)
		AR79023		001-007-558-50-48-00	PL-Repairs & Maint.	Copier repair & maintenance		\$8.59
				001-007-559-30-48-00	PB-Repair & Maintenance	Copier repair & maintenance		\$8.59
				101-016-542-30-48-00	ST-Repair & Maintenance	Copier repair & maintenance		\$8.59
				410-016-531-10-48-00	SW-Repairs & Maintenance	Copier repair & maintenance		\$8.59
		AR79024		001-007-558-50-48-00	PL-Repairs & Maint.	Copier repair & maintenance		\$202.75
				001-007-559-30-48-00	PB-Repair & Maintenance	Copier repair & maintenance		\$202.76
				001-013-518-20-48-00	GG-Repair & Maintenance	Copier repair & maintenance		\$202.75
Everett Stamp Works	43572						\$357.86	
		10/5/2017	22531	001-007-558-50-31-01	PL-Operating Costs	Desksigns for Planning		\$29.04
				001-012-565-20-40-00	CS-Veteran Services	Green Desksigns for Veterans Commission		\$328.82
Evergreen State Sheet Metal Inc	43573						\$103.46	
		10/5/2017	42830	001-008-521-50-48-00	LE-Facility Repair & Maint	Thermostat repair at Police Station		\$103.46
Fastenal Company	43574						\$199.93	
		10/5/2017	WAEV136473	101-016-544-90-31-02	ST-Operating Cost	Screws		\$13.87
				410-016-531-10-31-02	SW-Operating Costs	Screws		\$13.86
			WAEV136546	101-016-544-90-31-02	ST-Operating Cost	Yellowjacket spray/paint		\$86.10
				410-016-531-10-31-02	SW-Operating Costs	Yellowjacket spray/paint		\$86.10
First American Title and Insurance Co	43575						\$1,203.72	
		10/5/2017	869-422949720	302-010-576-80-61-00	Park Mitigation Funds Exp	Title Clearing Frontier Heights Park		\$1,203.72



Checks to be Approved for 9/22/2017 to 10/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Margaret Fondse	43576	10/5/2017					\$71.46
			071917	001-008-521-20-31-02	LE-Minor Equipment	Chevrons & Shoulder patches on jumpsuit-Fiske	\$28.37
			082317	001-008-521-20-31-02	LE-Minor Equipment	Chevrons added to uniform shirt-Fiske	\$7.09
			082517	001-008-521-20-31-02	LE-Minor Equipment	Uniform alterations-Fox	\$36.00
Frontier	43577	10/5/2017					\$84.63
			42533408350917	001-013-518-20-42-00	GG-Communication	Fax line	\$28.21
				101-016-543-30-42-00	ST-Communications	Fax line	\$28.21
				410-016-531-10-42-00	SW-Communications	Fax line	\$28.21
	43578	10/5/2017					\$68.71
			42539796740917	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic Control modem	\$68.71
GCR Tire & Service	43579	10/5/2017					\$504.42
			801-37928	101-016-544-90-31-02	ST-Operating Cost	Replacement tires installed on PW61	\$252.21
				410-016-531-10-31-02	SW-Operating Costs	Replacement tires installed on PW61	\$252.21
Glens Welding and Machine Inc	43580	10/5/2017					\$555.40
			S10471	001-010-576-80-31-00	PK-Operating Costs	Weedeater and shop supplies	\$185.14
				101-016-544-90-31-02	ST-Operating Cost	Weedeater and shop supplies	\$185.13
				410-016-531-10-31-02	SW-Operating Costs	Weedeater and shop supplies	\$185.13
Grainger	43581	10/5/2017					\$957.83
			9549000728	001-010-576-80-31-01	PK-Ops-Clothing	Yellow T-shirts	\$13.87
				101-016-542-90-31-01	ST-Clothing	Yellow T-shirts	\$13.86
				410-016-531-10-31-00	SW-Clothing	Yellow T-shirts	\$13.86
			9555964833	101-016-544-90-31-02	ST-Operating Cost	Mini light bar for PW56	\$316.68
				410-016-531-10-31-02	SW-Operating Costs	Mini light bar for PW56	\$316.68
			9561414732	101-016-544-90-31-02	ST-Operating Cost	Tape measures/Trash grabbers/utility knives	\$141.44
				410-016-531-10-31-02	SW-Operating Costs	Tape measures/Trash grabbers/utility knives	\$141.44
Granite Construction Supply	43582	10/5/2017					\$3,516.88
			262_00069452	101-016-542-64-31-00	ST-Traffic Control - Supply	Signs/ delineators/Hip overlays	\$923.67
			262_00069485	101-016-542-64-31-00	ST-Traffic Control - Supply	Sign-Vehicle On Call	\$21.94
			262_00069487	101-016-542-90-31-01	ST-Clothing	Lime short sleeve T-shirts	\$24.19
				410-016-531-10-31-00	SW-Clothing	Lime short sleeve T-shirts	\$24.19
			262_00069492	001-010-576-80-31-00	PK-Operating Costs	Decals for Public Works Vehicles	\$32.91



Checks to be Approved for 9/22/2017 to 10/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Granite Construction Supply	43582	10/5/2017	262_00069492	101-016-544-90-31-02	ST-Operating Cost	Decals for Public Works Vehicles	\$32.91
				410-016-531-10-31-02	SW-Operating Costs	Decals for Public Works Vehicles	\$32.91
			262_00069513	410-016-531-10-31-02	SW-Operating Costs	Gabion baskets for Vernon Storm Project	\$1,820.81
			262_00069527	101-016-542-64-31-00	ST-Traffic Control - Supply	Hip overlays-Speed limit	\$144.80
			262_00069570	001-010-576-80-31-00	PK-Operating Costs	Gloves/flashlights	\$152.85
				101-016-544-90-31-02	ST-Operating Cost	Gloves/flashlights	\$152.85
				410-016-531-10-31-02	SW-Operating Costs	Gloves/flashlights	\$152.85
Graybar Electric	43583	Check Total					\$77.55
		10/5/2017	9300175844	001-013-594-18-60-02	GG - City Hall Demo	Latch Duct/cable ties/locking ties/Cable	\$77.55
Great Floors	43584	Check Total					\$6,542.35
		10/5/2017	823506	001-013-594-18-60-02	GG - City Hall Demo	Carpet for City Hall Annex	\$6,542.35
Growth Central	43585	Check Total					\$500.00
		10/5/2017	Wells	001-008-521-40-49-01	LE-Registration Fees	Training-Crisis Intervention Specialist Cert-Wells	\$500.00
HB Jaeger Co LLC	43586	Check Total					\$1,696.95
		10/5/2017	191230/1	410-016-531-10-31-02	SW-Operating Costs	Shear gate handles	\$322.39
			191443/1	410-016-531-10-31-02	SW-Operating Costs	30 inch NIZ Pipe - 79th Ave SE	\$1,041.52
			191644/1	410-016-531-10-31-02	SW-Operating Costs	Shear gate handles	\$333.04
Gavin Heinemann	43587	Check Total					\$820.00
		10/5/2017	082417	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-SWAT Training-Clatsop Co OR-Heinemann	\$820.00
Industrial Supply Inc	43588	Check Total					\$78.06
		10/5/2017	606346	101-016-544-90-31-02	ST-Operating Cost	Rakes	\$39.03
				410-016-531-10-31-02	SW-Operating Costs	Rakes	\$39.03
Iron Mountain Quarry LLC	43589	Check Total					\$230.17
		10/5/2017	0268512	410-016-531-10-31-02	SW-Operating Costs	Rock at Lundeen bridge	\$114.93
			0268722	410-016-531-10-31-02	SW-Operating Costs	Rock at Lundeen bridge	\$115.24
ISOsource	43590	Check Total					\$2,865.00
		10/5/2017	CW206483	001-006-518-80-41-00	IT-Professional Services	IT Consulting services	\$1,530.00
			CW206837	001-006-518-80-41-00	IT-Professional Services	IT Consulting services	\$1,335.00
J Thayer Company Inc	43591	Check Total					\$1,049.60
		10/5/2017	1179112-0	001-008-521-20-31-00	LE-Office Supplies	Ink Stamps/Tape/labels/wastebasket/Post-its/paper pad/pens	\$240.08
			1179348-0	001-008-521-20-31-00	LE-Office Supplies	Markers/notebooks/tape/staples/Popup notes	\$66.89



Checks to be Approved for 9/22/2017 to 10/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
J Thayer Company Inc	43591	10/5/2017	1180308-0	001-007-558-50-31-00	PL-Office Supplies	Highlighters/envelope moistener	\$14.13
			1180751-0	001-008-521-20-31-02	LE-Minor Equipment	Batteries	\$7.75
			1180932-0	001-008-521-20-31-00	LE-Office Supplies	Toner	\$319.04
			1182087-0	001-008-521-20-31-00	LE-Office Supplies	CD sleeves/envelopes/blank CDs	\$269.32
			1184040-0	001-004-514-23-31-00	FI-Office Supplies	Wall pockets	\$55.51
				001-013-518-20-31-00	GG-Operating	Binder clips/post-its/post-ti flags	\$76.88
Johns Cleaning Service	43592	Check Total					\$12.43
		10/5/2017	2522	001-008-521-20-41-00	LE-Professional Services	Uniform cleaning Sept 2017	\$12.43
Ronald J King	43593	Check Total					\$247.50
		10/5/2017	21779	001-010-576-80-41-00	PK-Professional Services	Initial Backflow Assembly Certification	\$247.50
Lake Industries LLC	43594	Check Total					\$1,755.99
		10/5/2017	273864	001-013-594-18-60-02	GG - City Hall Demo	#5 Rock for City hall	\$35.54
			273882	410-016-531-10-31-02	SW-Operating Costs	4" Minus screen gravel-12th Place SE	\$50.70
			273897	410-016-531-10-31-02	SW-Operating Costs	4" Minus screen gravel-12th Place SE	\$342.25
			33842	410-016-531-10-31-02	SW-Operating Costs	Fill by the Yard-12th Place SE	\$180.00
			33850	410-016-531-10-31-02	SW-Operating Costs	Fill by the Yard-12th Place SE	\$135.00
			33858	410-016-531-10-31-02	SW-Operating Costs	Fill by the Yard-12th Place SE	\$135.00
			33869	410-016-531-10-31-02	SW-Operating Costs	Fill by the Yard-12th Place SE	\$135.00
			33878	410-016-531-10-31-02	SW-Operating Costs	Fill by the Yard-12th Place SE	\$90.00
			33882	410-016-531-10-31-02	SW-Operating Costs	Fill by the Yard-12th Place SE	\$90.00
			34002	410-016-531-10-31-02	SW-Operating Costs	Fill by the Yard-12th Place SE	\$180.00
			34023	410-016-531-10-31-02	SW-Operating Costs	Fill by the Yard-12th Place SE	\$67.50
			34052	410-016-531-10-31-02	SW-Operating Costs	Fill by the Yard-12th Place SE	\$135.00
			34059	410-016-531-10-31-02	SW-Operating Costs	Fill by the Yard-12th Place SE	\$180.00
			Lake Stevens Chamber of Commerce	43595	Check Total		
10/5/2017	Oct2017	001-013-518-90-49-01			GG-Chamber of Commerce	Oct 2017 Contribution for VIC	\$1,500.00
Lake Stevens Police Guild	43539	Check Total					\$1,050.50
		10/2/2017	092917	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,050.50
	43596	Check Total					\$1,003.00
		10/5/2017	01/13/17	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,003.00



Checks to be Approved for 9/22/2017 to 10/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Lake Stevens School District	43597	10/5/2017	0017180001	001-007-558-50-32-00	PL-Fuel	Fuel	\$7.37
				001-007-559-30-32-00	PB-Fuel	Fuel	\$136.40
				001-008-521-20-32-00	LE-Fuel	Fuel	\$2,853.68
				001-010-576-80-32-00	PK-Fuel Costs	Fuel	\$28.76
				001-013-518-20-32-00	GG-Fuel	Fuel	\$7.37
				101-016-542-30-32-00	ST-Fuel	Fuel	\$623.02
				410-016-531-10-32-00	SW-Fuel	Fuel	\$740.58
	43598						Check Total \$52.50
		10/5/2017	2914	001-001-511-60-45-01	Legislative - Rentals	City Council chamber rental for August 2017	\$52.50
Language Line Svc Inc	43599						Check Total \$28.34
		10/5/2017	092017	001-008-521-20-41-01	LE-Proessional Serv-Fixed	Interpretation services	\$28.34
Megan LeBlanc	43600						Check Total \$22.00
		10/5/2017	091817	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-Public Disclosure Training-Shoreline-LeBlanc	\$22.00
LEIRA attn: Lezlie Arntz	43601						Check Total \$50.00
		10/5/2017	LeBlanc	001-008-521-40-49-01	LE-Registration Fees	Registration-Public Disclosure-LeBlanc	\$50.00
LN Curtis & Sons	43602						Check Total \$3,102.33
		10/5/2017	INV107691	001-008-521-20-31-02	LE-Minor Equipment	Orefon City Carrier - Bassett	\$217.75
			INV128598	001-008-521-20-31-05	LE-Equipment - New Officers	Oregon City Carrier - Beazizo	\$217.75
			INV128760	001-008-521-20-31-02	LE-Minor Equipment	SWAT Gear	\$1,892.36
			INV129017	001-008-521-20-31-02	LE-Minor Equipment	Boots - C Brooks	\$154.16
			INV129029	001-008-521-20-31-02	LE-Minor Equipment	Pants and shirts - D Smith	\$271.98
			INV129258	001-008-521-20-31-02	LE-Minor Equipment	Pants and shirts - C Brooks	\$310.10
			INV129669	001-008-521-20-31-02	LE-Minor Equipment	Belt-Vanderwalker	\$23.04
			INV98455	001-008-521-20-31-02	LE-Minor Equipment	Name Patch - Bassett	\$15.19
Lowes Companies	43603						Check Total \$1,005.33
		10/5/2017	911683	001-007-558-50-31-01	PL-Operating Costs	Wooden stakes	\$23.63
				001-007-559-30-31-01	PB-Operating Cost	Wooden stakes	\$23.63
			966854	001-008-521-50-48-00	LE-Facility Repair & Maint	LED Emergency Light	\$41.68
			976522	001-013-594-18-60-02	GG - City Hall Demo	Cabinets and Blinds for new City Hall	\$916.39



Checks to be Approved for 9/22/2017 to 10/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Makers Architecture and Urban Design	43604						Check Total	\$7,982.50
		10/5/2017	1707-5	001-007-558-50-41-00	PL-Professional Servic	Chape Hill Civic Center Site Development Plan	\$7,982.50	
Marshall Sign Inc	43605						Check Total	\$491.40
		10/5/2017	2030	520-008-594-21-63-00	Capital Equipment	Police Boat Lettering	\$491.40	
Mendio Publishing Service Inc	43606						Check Total	\$1,500.00
		10/5/2017	559141	001-005-518-10-41-00	HR-Professional Services	Recruiting services ad	\$1,500.00	
Alexander Michael	43607						Check Total	\$820.00
		10/5/2017	082417	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-SWAT Training-Camp Filea OR-Michael	\$820.00	
David Miller	43608						Check Total	\$798.00
		10/5/2017	4545	001-008-521-40-49-01	LE-Registration Fees	Cultivating & Managing Confidential Informants-Fiske/Parnell	\$798.00	
Monroe Correctional Complex	43609						Check Total	\$838.24
		10/5/2017	MCC1708.679	001-010-576-80-48-00	PK-Repair & Maintenance	DOC Work Crew-August 2017	\$197.20	
				101-016-542-30-48-00	ST-Repair & Maintenance	DOC Work Crew-August 2017	\$408.81	
				410-016-531-10-48-00	SW-Repairs & Maintenance	DOC Work Crew-August 2017	\$232.23	
NADCP	43610						Check Total	\$60.00
		10/5/2017	2017-2018	001-008-521-20-49-00	LE-Dues & Memberships	Membership - David Carter 2017-2018	\$60.00	
Nationwide Retirement Solution	0						Check Total	\$2,819.81
		10/2/2017	092917	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$2,819.81	
Natural 9 Holdings UC	43611						Check Total	\$50.00
		10/5/2017	LUA2017-0140	001-000-322-10-00-00	Building Permits	Refund unneeded Permit LUA2017-0140	\$50.00	
Neofunds by Neopost	43612						Check Total	\$456.69
		10/5/2017	PPLN01 0917	001-008-521-20-42-00	LE-Communication	Postage	\$456.69	
Dwayne Lanes Chrysler Jeep Dodge North Sound Auto Group LLC	43613						Check Total	\$31,684.21
		10/5/2017	HH661055	520-008-594-21-63-00	Capital Equipment	2017 Dodge Charger PT-17-75	\$31,684.21	
Northend Truck Equipment Inc	43614						Check Total	\$17,588.01
		10/5/2017	1034601	530-016-594-48-60-00	Purchase Of Capital Equipment	HD Flatbed Tool Back-Mate-Rack & TommyGate	\$17,588.01	
O Reilly Auto Parts	43615						Check Total	\$493.31
		10/5/2017	2960-371170	101-016-544-90-31-02	ST-Operating Cost	Floor mats PW63	\$13.61	
				410-016-531-10-31-02	SW-Operating Costs	Floor mats PW63	\$13.60	
			2960-371194	101-016-544-90-31-02	ST-Operating Cost	Wiper blades PW63	\$15.30	



Checks to be Approved for 9/22/2017 to 10/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
O Reilly Auto Parts	43615	10/5/2017	2960-371194	410-016-531-10-31-02	SW-Operating Costs	Wiper blades PW63	\$15.30
			2960-371474	101-016-544-90-31-02	ST-Operating Cost	Front Brake parts PW61	\$122.67
				410-016-531-10-31-02	SW-Operating Costs	Front Brake parts PW61	\$122.67
			2960-373224	101-016-544-90-31-02	ST-Operating Cost	Fuel Filter PW56	\$32.66
				410-016-531-10-31-02	SW-Operating Costs	Fuel Filter PW56	\$32.67
			2960-373840	101-016-544-90-31-02	ST-Operating Cost	Floor mats for PW61	\$13.61
				410-016-531-10-31-02	SW-Operating Costs	Floor mats for PW61	\$13.60
			2960-373937	101-016-544-90-31-02	ST-Operating Cost	Core return	(\$21.78)
				410-016-531-10-31-02	SW-Operating Costs	Core return	(\$21.78)
			2960-374301	101-016-544-90-31-02	ST-Operating Cost	Fuel Filter Assembly PW56	\$29.99
410-016-531-10-31-02	SW-Operating Costs	Fuel Filter Assembly PW56		\$29.98			
2960-376832	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Vehicle light bulbs	\$81.21			
Outcomes by Levy LLC	43616	Check Total					\$5,282.24
		10/5/2017	2017-09-LS	001-013-511-70-40-00	Lobbying Services	Legislative/Regulatory Consulting - Sept 2017	\$5,282.24
Owen Equipment Company	43617	Check Total					\$289,148.53
		10/5/2017	00085757	530-016-594-48-60-00	Purchase Of Capital Equipment	Elgin Crosswind	\$289,148.53
Quilceda Paving & Construction Inc	43618	Check Total					\$151,014.74
		10/5/2017	6070	101-016-542-30-41-00	ST-Overlays	2017 Pavement Overlays	\$158,962.88
				621-000-389-20-00-01	Retainage - Street Project	Retainage-Quilceda paving-Overlays	(\$7,948.14)
Deanna Schuler McCulloch	43619	Check Total					\$469.13
		10/5/2017	Reimbursement	001-008-521-20-41-00	LE-Professional Services	Reimbursement for tow fees	\$469.13
Setina Mfg Co Inc	43620	Check Total					\$449.76
		10/5/2017	148649	001-008-521-20-31-02	LE-Minor Equipment	Weapons mount	\$449.76
Sherwin-Williams Co	43621	Check Total					\$194.43
		10/5/2017	4968-9	001-010-576-80-31-00	PK-Operating Costs	Paint for garbage cans	\$121.16
			5239-4	001-010-576-80-31-00	PK-Operating Costs	Paint for garbage cans	\$73.27
SirennnetCom	43622	Check Total					\$507.42
		10/5/2017	0219688-IN	520-008-594-21-63-00	Capital Equipment	Windshield Light Array for Motorcycle	\$507.42
Six Robblees Inc	43623	Check Total					\$426.69
		10/5/2017	14-357155	101-016-544-90-31-02	ST-Operating Cost	Wiring supplies for PW56	\$142.13
				410-016-531-10-31-02	SW-Operating Costs	Wiring supplies for PW56	\$142.12



Checks to be Approved for 9/22/2017 to 10/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Six Robblees Inc	43623	10/5/2017	14-357172	101-016-544-90-31-02	ST-Operating Cost	Wiring supplies for PW56	\$16.39	
				410-016-531-10-31-02	SW-Operating Costs	Wiring supplies for PW56	\$16.39	
			14-357219	101-016-544-90-31-02	ST-Operating Cost	Wiring supplies for PW56	\$54.83	
				410-016-531-10-31-02	SW-Operating Costs	Wiring supplies for PW56	\$54.83	
Snohomish County PUD	43624	Check Total						\$1,747.32
		10/5/2017	114700650	001-010-576-80-47-00	PK-Utilities	200493443 Cath Creek Park meter 73867	\$18.71	
			118013401	101-016-542-63-47-00	ST-Lighting - Utilities	200178218 Traffic Signal	\$151.43	
			118018332	101-016-542-63-47-00	ST-Lighting - Utilities	202013249 Traffic Signal	\$88.95	
			124646237	001-008-521-50-47-00	LE-Facility Utilities	202766820 Police Dept Electric	\$708.87	
			124651887	001-010-576-80-47-00	PK-Utilities	202340527 Yard	\$8.03	
				101-016-542-63-47-00	ST-Lighting - Utilities	202340527 Yard	\$8.03	
				410-016-531-10-47-00	SW-Utilities	202340527 Yard	\$8.04	
			124652252	101-016-542-64-47-00	ST-Traffic Control -Utility	221128085 Traffic Signal 7441 20th St SE	\$79.99	
			141067788	101-016-542-63-47-00	ST-Lighting - Utilities	202342622 Street Lights	\$65.73	
			157437204	101-016-542-63-47-00	ST-Lighting - Utilities	203728159 Traffic Signal	\$49.11	
			160622571	001-008-521-50-47-00	LE-Facility Utilities	203033030 Police Dept Water	\$111.92	
			163836721	101-016-542-63-47-00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$60.44	
			167097832	001-010-576-80-47-00	PK-Utilities	203599006 City Shop	\$129.35	
				101-016-543-50-47-00	ST-Utilities	203599006 City Shop	\$129.34	
				410-016-531-10-47-00	SW-Utilities	203599006 City Shop	\$129.38	
Snohomish County PW V	43625	Check Total						\$17,819.99
		10/5/2017	8000448660	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Vehicle repairs August 2017	\$17,819.99	
Snohomish County Sherrifs Office	43626	Check Total						\$12.97
		10/5/2017	2017-3901	001-008-523-60-51-00	LE-Jail	Prisoner Medical July 2017	\$12.97	
Sonsray Machinery LLC	43627	Check Total						\$250.38
		10/5/2017	P07323-09	101-016-544-90-31-02	ST-Operating Cost	V-Belt for PW45	\$125.19	
				410-016-531-10-31-02	SW-Operating Costs	V-Belt for PW45	\$125.19	
Sound Publishing Inc	43628	Check Total						\$3,481.68
		10/5/2017	EDH743546	001-007-558-50-41-03	PL-Advertising	LUA2017-0011 Shadowhawk	\$82.68	
			EDH748638	001-007-559-30-41-01	PB-Advertising	Help wanted - Building Official	\$557.00	
			EDH750390	410-016-531-10-41-05	SW-Advertising	Help wanted - Engineering Technician	\$482.00	
			EDH751077	001-008-521-20-41-03	LE-Advertising	Help wanted - Police Records Clerk	\$456.00	



Checks to be Approved for 9/22/2017 to 10/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Sound Publishing Inc	43628	10/5/2017	EDH753021	001-013-518-30-41-01	GG-Advertising	Help wanted - HR Director	\$451.00
			EDH753983	101-016-542-30-41-01	ST-Advertising	Help wanted - Parks Workers	\$401.00
			EDH767845	101-016-542-30-41-01	ST-Advertising	Help wanted - Parks Crew Worker I	\$466.00
			EDH776496	001-007-558-50-41-03	PL-Advertising	LUA2017-0135 Andreyanov Short Plat	\$86.12
			EDH776668	001-007-558-50-41-03	PL-Advertising	LUA2017-0009 Car Wash Code Amendment	\$155.04
			EDH776703	001-013-518-30-41-01	GG-Advertising	Opening - Arts Commission	\$127.52
			EDH776944	001-013-518-30-41-01	GG-Advertising	Veterans Commission	\$29.36
			EDH777671	001-013-518-30-41-01	GG-Advertising	Salary Commission Vacancies	\$70.64
			EDH778230	001-013-518-30-41-01	GG-Advertising	2018 Preliminary Budget Discussion Workshop mtg	\$32.80
			EDH778864	001-013-518-30-41-01	GG-Advertising	City Council Special Meeting 10/2	\$29.36
			EDH779058	001-013-518-30-41-01	GG-Advertising	Veterans Commission	\$25.92
			EDH779351	001-013-518-30-41-01	GG-Advertising	Ordinance 1001	\$29.24
Sound Safety Products Co Inc	43629	Check Total					\$73.49
		10/5/2017	158741/1	001-010-576-80-31-01	PK-Ops-Clothing	Insulated coveralls - Cavanah	\$24.49
				101-016-542-90-31-01	ST-Clothing	Insulated coveralls - Cavanah	\$24.50
				410-016-531-10-31-00	SW-Clothing	Insulated coveralls - Cavanah	\$24.50
Sound Security Inc	43630	Check Total					\$7,476.26
		10/5/2017	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
			Retainage	621-000-389-20-00-05	Retainage -Public Bldg Maint	Retainage - Sound Security-Fire alarm system	(\$7,476.26)
Springbrook Nursery	43631	Check Total					\$250.00
		10/5/2017	117653	410-016-531-10-45-01	SW-Rentals-Leases	Tractor-Lowboy rental moving PC138 Komatsu- shop to Vernon rd	\$250.00
Staples	43632	Check Total					\$93.40
		10/5/2017	3352439951	001-013-594-18-60-02	GG - City Hall Demo	Rare Earth Magnets/Dry-Erase Cleaner & Eraser	\$53.35
			3352877710	001-008-521-20-31-00	LE-Office Supplies	Roller Pens	\$40.05
Strategies 360	43633	Check Total					\$4,232.07
		10/5/2017	772-25434	001-013-511-70-40-00	Lobbying Services	Reimbursable Expenses for Lobbying Services	\$232.07
			772-25615	001-013-511-70-40-00	Lobbying Services	Federal Lobbying services-October 2017	\$4,000.00
Tacoma Screw Products Inc	43634	Check Total					\$582.71
		10/5/2017	18174084	001-010-576-80-31-00	PK-Operating Costs	Band-it Single Bolt Flared Leg Brack-it	\$73.66
				101-016-544-90-31-02	ST-Operating Cost	Band-it Single Bolt Flared Leg Brack-it	\$73.65



Checks to be Approved for 9/22/2017 to 10/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Tacoma Screw Products Inc	43634	10/5/2017	18174084	410-016-531-10-31-02	SW-Operating Costs	Band-it Single Bolt Flared Leg Brack-it	\$73.65
			18174085	001-010-576-80-31-00	PK-Operating Costs	Washers/screws/Nitrile Gloves	\$53.98
				101-016-544-90-31-02	ST-Operating Cost	Washers/screws/Nitrile Gloves	\$53.98
				410-016-531-10-31-02	SW-Operating Costs	Washers/screws/Nitrile Gloves	\$53.97
			18175751	001-010-576-80-31-00	PK-Operating Costs	Snap links/Connectors/Saw blades/hand cleaner/rings	\$66.60
				101-016-544-90-31-02	ST-Operating Cost	Snap links/Connectors/Saw blades/hand cleaner/rings	\$66.61
				410-016-531-10-31-02	SW-Operating Costs	Snap links/Connectors/Saw blades/hand cleaner/rings	\$66.61
Teamsters Local No 763	43540	Check Total					\$1,298.00
		10/2/2017	092917	001-000-284-00-00-00	Payroll Liability Other	Union Dues	\$1,298.00
True North Equipment Inc	43635	Check Total					\$16.27
		10/5/2017	H06542	101-016-544-90-31-02	ST-Operating Cost	O-rings	\$8.14
				410-016-531-10-31-02	SW-Operating Costs	O-rings	\$8.13
ULINE	43636	Check Total					\$440.42
		10/5/2017	90364343	101-016-544-90-31-02	ST-Operating Cost	Traffic cones/reflective tape/duct tape/Mesh strt wall	\$220.21
				410-016-531-10-31-02	SW-Operating Costs	Traffic cones/reflective tape/duct tape/Mesh strt wall	\$220.21
United Way of Snohomish Co	43541	Check Total					\$130.00
		10/2/2017	092917	001-000-284-00-00-00	Payroll Liability Other	Employee Contributions	\$130.00
UPS	43637	Check Total					\$26.16
		10/5/2017	74Y42377	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$10.77
			74Y42387	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$15.39
Vantagepoint Transfer Agents - 108991	43542	Check Total					\$460.44
		10/2/2017	092917	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	\$460.44
Vantagepoint Transfer Agents - 307428	43543	Check Total					\$694.71
		10/2/2017	092917	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$694.71
Verizon Northwest	43638	Check Total					\$4,361.03
		10/5/2017	9793302497	001-001-511-60-42-00	Legislative - Communication	Wireless phone service	\$388.99
				001-001-513-10-42-00	Executive - Communication	Wireless phone service	\$53.10
				001-002-513-11-42-00	AD-Communications	Wireless phone service	\$105.18
				001-003-514-20-42-00	CC-Communications	Wireless phone service	\$55.57
				001-005-518-10-42-00	HR-Communications	Wireless phone service	\$52.59
				001-006-518-80-42-00	IT-Communications	Wireless phone service	\$145.19



Checks to be Approved for 9/22/2017 to 10/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Verizon Northwest	43638	10/5/2017	9793302497	001-007-558-50-42-00	PL-Communication	Wireless phone service	\$197.78
				001-007-559-30-42-00	PB-Communication	Wireless phone service	\$132.94
				001-008-521-20-42-00	LE-Communication	Wireless phone service	\$2,496.31
				001-010-576-80-42-00	PK-Communication	Wireless phone service	\$244.46
				101-016-543-30-42-00	ST-Communications	Wireless phone service	\$244.46
				410-016-531-10-42-00	SW-Communications	Wireless phone service	\$244.46
Jerad Wachtveitl	43639	Check Total					\$221.00
		10/5/2017	090117	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-ICAC Training-Richland-Wachtveitl	\$221.00
Washington State Support Registry	0	Check Total					\$313.50
		10/2/2017	092917	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$313.50
Weed Graafstra & Associates Inc	43640	Check Total					\$14,850.67
		10/5/2017	168	001-011-515-30-41-00	LG-Professional Service	Legal Services - General Matters	\$14,850.67
Neil Chad Wells	43641	Check Total					\$222.00
		10/5/2017	091917	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-CIT Specialist training-Burien-C Wells	\$222.00
Western Conference of Teamsters Pension Trust	43544	Check Total					\$2,928.98
		10/2/2017	092917	001-000-282-00-00-00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$2,928.98
Russel Wright	43642	Check Total					\$41.89
		10/5/2017	100217	001-007-558-50-43-00	PL-Travel & Mtgs	Mileage-APA Conference-Wright	\$41.89
Zachor and Thomas Inc PS	43643	Check Total					\$10,992.13
		10/5/2017	709	001-011-515-30-41-01	PG-Prosecutor Fees	Prosecutor retainer - August 2017	\$10,992.13
Total							\$878,558.11



This page left blank intentionally

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

Tuesday, September 26, 2017
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 6:07 p.m. by Mayor John Spencer

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Gary Petershagen, Kurt Hilt, Todd Welch (6:28 p.m.), Rauchel McDaniel, Kathy Holder

ELECTED OFFICIALS ABSENT: Councilmember Marcus Tageant

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director/City Clerk Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Police Chief John Dyer, Human Resources Director Teri Wright, Deputy City Clerk Kathy Pugh, IT Manager Troy Stevens

OTHERS:

Mayor Spencer called the meeting to order at 6:07 p.m.

Finance Director/City Clerk Barb Stevens reviewed and discussed an overview of the 2018 Preliminary Budget. She then responded to Councilmembers' questions.

Adjourn:

Mayor Spencer adjourned the meeting at 6:59 p.m.

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk

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

Tuesday, September 26, 2017
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:05 p.m. by Mayor John Spencer

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

ELECTED OFFICIALS ABSENT: Councilmember Tageant

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director/City Clerk Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Police Chief John Dyer, Human Resources Director Teri Smith, Deputy City Clerk Kathy Pugh, City Attorney Grant Weed, Associate Planner Dillon Roth, IT Specialist Rod Pena, Parks Coordinator Jim Haugen

OTHERS: Jason Bierman, Department of Emergency Management; Doug Levy, Outcomes by Levy

Pledge of Allegiance: Council President Kurt Hilt introduced Derek Oden and his family, and Derek then led the Pledge of Allegiance.

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

Approval of Agenda: Director Wright requested that the New Employee Introduction be removed from the agenda.

Moved by Councilmember Welch, seconded by Councilmember Holder, to approve the agenda with the noted change. On vote the motion carried (6-0-0-1).

Citizen Comments:

Larry Addison, 11023 36th Street NE, Lake Stevens, distributed a letter and said he is concerned about residue from mature trees in his neighborhood and the damage it causes.

Employee Anniversaries: Mayor Spencer recognized IT Specialist Rod Pena for ten years of service with the City and presented him with a plaque and pen.

Guest Business:

Jason Bierman, Snohomish County Department of Emergency Management, provided an update on recent accomplishments and activities of the Department of Emergency Management. Mr. Bierman distributed a brochure prepared for National Preparedness Month that is targeted to citizens to help them prepare themselves for an emergency. He said a fairly

large exercise is being planned for 2019 based on the South Whidbey Island fault and will affect all of the county and most of the region. DEM is interested in having all jurisdictions participate.

Councilmember Daughtry asked how the test will be conducted, i.e., will the City be doing Lake Stevens-specific exercises or more regional exercises. Mr. Bierman responded that the exercise will be both Lake Stevens-specific and regional, dependent on how much effort the City wants to put into it. DEM is requesting each community designate a point of contact that DEM can work with to develop the exercise the way the community wants.

Doug Levy, Outcomes by Levy, provided an overview of the 2017 Legislative sessions and how Lake Stevens benefitted. The Legislature was in session a total of 193 days, which included a regular session and three special sessions; this is the longest single-year legislative session in history.

Mr. Levy reviewed some of the activities of the Legislature including the Market Place Fairness Act, which is included in their budget and revenue agreements; this is about ensuring that those making online sales in Washington from other states are registering and paying the sales tax on their items sold in Washington. Mr. Levy said that several big matters are left undone, including not adopting a two-year capital budget. This impacts school facilities, community college projects, and local projects state-wide are held in abeyance until there is a capital budget. Specifically for Lake Stevens, this affects the \$3.1 million dollars appropriation for the civic center, and \$300,000 for the Food Bank.

Mr. Levy said the 2017 session was good for Lake Stevens, particularly transportation, including funding to complete the Interchange Justification Report (IJR) for the east end of the U.S. 2 Trestle, \$1.82 million in the grant funds for regional mobility, \$420,000 for design and engineering of 4th Street NE access improvements, which will hopefully be ready to construct at the same time as the upgrades to SR 9 and SR 204. Also, there is just under \$2.5 million in the Basic Law Enforcement Academy to assist with getting officers statewide through the Academy.

Mr. Levy noted the state-shared revenues that flow to the cities were basically protected.

Regarding the Public Records Act, Mr. Levy noted that amendments were passed that bring the Act more current with the types of records that are maintained, including addressing electronic records, cost recovery, clarification of requests, recurring or big batch requests and requests for all records.

There were no changes in the way local governments receive property tax revenues. Mr. Levy also said the discussion about new 5G technology for deploying wireless systems was robust and that cities will keep local control.

Mr. Levy next reviewed how Lake Stevens fared on its legislative agenda including the capital budget, affordable housing/homelessness prevention/mental health, protect and restore state shared revenues, public safety and transportation, reporting there were some wins, some partial wins and a couple of setbacks.

Mr. Levy commented that the 45th District election will have a big impact on Lake Stevens as it will affect majority control of the house and senate. He reminded the 2018 session is a short session of 60 days. Mr. Levy said it is time to start crafting an agenda for the 2018 legislative session and he will be meeting with City staff next week to begin that process.

Responding to Councilmember Welch's question, Mr. Levy does not anticipate any challenges to the amendments to the Public Records Act as there was strong bi-partisan support for these amendments.

Regarding Councilmember Welch's question regarding the capital budget, Mr. Levy said there are many possibilities, including a late November, early December special session. Whether this will affect Lake Stevens when a capital budget is adopted is hard to anticipate.

Councilmember Welch asked why the Legislature cares about lifting the 1% property tax cap for cities and counties when it does not affect them directly. Mr. Levy responded that there are several dynamics, including that property tax is volatile and it is something that citizens see. He opined that some legislators agree with this, but they also must face their own voters.

Council Business:

Subcommittee Updates:

Public Safety subcommittee: Councilmember McDaniel said the subcommittee met and discussed the Marine Program including the buoy pilot program, the Lake Safety Task Force, lake statistics that were gathered this summer, having a Snohomish County Sheriff's deputy on the marine patrols during the summer, and inventory control.

Public Works Subcommittee: Councilmember Petershagen reported that Public Works is busy with cleaning retention ponds and continued storm repair, and the Nourse development project including offsite improvements along Callow

- Councilmember Daughtry: Veterans Commission, Snohomish County Committee for Improved Transportation (SCCIT).
- Councilmember Petershagen: Planning Commission, Sewer District, SCCIT.
- Councilmember Hilt: Veterans Commission; need for disaster preparedness.
- Councilmember Welch: Budget.
- Councilmember McDaniel: Historical Society, Fire Commission.
- Councilmember Holder: Family Center.

Councilmember Hilt excused himself from the meeting at 7:53 p.m.

Mayor's Business: Emergency preparedness needs; 20th Street SE and request to Senator Cantwell to observe early morning commute; SCT/SCC Assembly is September 27, 2017; visited the Mosque, located in Monroe, with City Administrator and Police Chief – part of the Mosque's initiative is to help educate people about the true nature of Islam.

City Department Report:

- City Administrator Brazel: Police Department building is experiencing significant settling; Chief Bennett, King County Sheriff's Department presented Civility Training.
- Community Development Director Wright: Planning Directors Conference; Puget Sound Regional Council Subcommittee looking at how to address Vision 2040/2050 updates.

- Human Resources Director Smith: Washington Public Employees Labor Relations Association Conference, Guild negotiations, non-represented employee salary structure, benefits review, Wellness Program.
- Public Works Director Durpos: Vernon Road repair; the southwest quadrant issues resulting from the April storm are narrowed; 20th Street SE, new City Hall update.
- Police Chief Dyer: Looking at how to streamline the hiring process; new Police Department and how to build an expandable program; SnoPac/SnoCom consolidation.

Consent Agenda:

MOTION: Moved by Councilmember Welch, seconded by Councilmember Daughtry, to approve (A) 2017 Vouchers [Payroll Direct Deposits of \$193,610.44, Payroll Checks 43419-43423 totaling \$7,058.54, Tax Deposits of \$82,230.63, Electronic Funds Transfers (ACH) of \$12,808.73, Claims Check Nos. 43424-43531 totaling \$476,152.74, Void Check Nos. 43278, 43285, 43249, 42789 and 43310 totaling \$17,291.99, Total Vouchers Approved: \$754,569.09]; (B) City Council Workshop Meeting Minutes of September 12, 2017; (C) City Council Regular Meeting Minutes of September 12, 2017; and (D) Purchase of Awnings for New City Hall. On vote the motion carried (5-0-0-2).

Public Hearing:

Mayor Spencer opened the public hearing.

Ordinance 1001 Amending LSMC 14.40.010, Allowed Businesses to Include Car Washes:

Associate Planner Dillon Roth presented the staff report and said approval of this ordinance would amend the Lake Stevens Municipal Code to allow car washes in Local Business zones, where those zones are adjacent to state highways. He noted a revised draft ordinance was distributed to Council this evening following City Attorney review. None of the changes are substantive. Planner Roth reviewed the history of this request and said that car washes would require an administratively approved conditional use permit. The Planning Commission recommends approval of the proposal.

Mayor Spencer invited Public Comment and there was none.

Mayor Spencer closed the Public Comment portion of the Public Hearing, and he then closed the Public Hearing.

Responding to Councilmember Daughtry's question, Planner Roth said the particular applicant in question plans to recycle the waste water; he added that stormwater and waste water management is a reviewed item.

Mayor Spencer added that the review will take into consideration appropriate disposal of any chemicals used on site that are contained in the waste water.

Councilmember McDaniel asked about requirements for screening or noise buffering, and Planner Roth explained that would be part of the administrative conditional use permit and that there is flexibility to require screening and noise buffering.

Councilmember Holder asked if a car wash requires a separate traffic study. Director Wright replied that the applicant for this project and the project to the north have prepared a joint traffic

study that is out for comment. The concerns are consistent with Councilmember Holder's regarding proximity to the stoplight on Highway 9, the proposed roundabout and the school location. The City is asking for a comprehensive model to ensure that the intersection as proposed will function, including school bus use of the roundabout.

Director Wright confirmed Councilmember McDaniel's comment that just because the zoning is approved, a car wash may not be feasible for the location.

Responding to Councilmember Holder's question, Director Wright said that the modelling for this intersection is being done at the most intensive use, but does not include a car wash use; he does not believe if a car wash was added it would create a dramatic increase in use.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Petershagen, to approve Ordinance 1001, amending Lake Stevens Municipal Code 14.40.010 regarding "Permissible Uses" to allow car washes in the Local Business where the zone is adjacent to a state highway. On vote the motion carried (5-0-0-2).

Action Items:

Approve Bid Award and Authorize Mayor to Enter into Contract with Petersen Brothers, Inc. for Repair and Installation of Guardrails. Public Works Director Durpos presented the staff report and said this is an on-call contract for repair and/or installation of guardrails located on city streets. These services were formerly contracted through Snohomish County, but the county is no longer able to provide this service. Director Durpos then responded to Councilmembers' questions.

Responding to Councilmember Daughtry's question, Director Durpos said the City inventory of guardrails is about 2,760 lineal feet.

Councilmember Petershagen asked if this will take care of any deficiencies this year, and Director Durpos responded that it will.

Councilmember Holder asked if the City does its due diligence in seeking reimbursement for guardrail replacement from insurance when it is appropriate, and Director Durpos replied that the City does, when it knows who the responsible party is in damaging not only guardrails, but street signs and other city-owned property.

MOTION: Moved by Councilmember Welch, seconded by Councilmember McDaniel, to authorize the Mayor to execute as Master On Call Agreement with Petersen Brothers, Inc. to provide on-call repair and installation of guardrails. On vote the motion carried (5-0-0-2).

Approve Agreement with NeoGov for Applicant Tracking and Employment Evaluations: Director Smith presented the staff report and said that approval of this agreement will provide the City with a more defensible applicant recruiting process, and establish a collaborative evaluation process with timely feedback, goal setting, tracking, transparency and accountability. Director Smith then responded Councilmembers' questions.

Councilmember Welch requested clarification on the budget, and Director Smith responded that in 2017 there is a pro-rated licensing fee and a one-time fee for implementation and training. There is an existing budget item for professional services that was set aside for a salary survey,

and Director Smith is requesting that be reallocated. Moving forward, on the applicant tracking portion of the service, the cost is about \$600 less than is currently being paid and the City will have an improved system with more functionality.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Holder, to approve the Service Agreement with GovernmentJobs.com for applicant tracking and performance evaluation cloud-based software. On vote the motion carried (5-0-0-2).

Approve Frontier Heights Park Conveyance: Parks and Recreation Coordinator Jim Haugen presented the staff report and said that approval of this park conveyance will meet one of the Council's identified goals to add to and improve the quality of the Lake Stevens parks. Staff worked with the Frontier Heights Homeowners Association (HOA) to accomplish this conveyance and the HOA membership voted to authorize the conveyance. Coordinator Hagen added that Snohomish County Council has announced there will be funds available in 2018 for community development block grants, including a category for public facility and infrastructure projects, and the City will pursue grant funding for improvements to this park, with Council approval this evening.

Mayor Spencer commented one of the first improvements will be to improve the children's playground.

Councilmember McDaniel said she is very excited about this project and thanked Coordinator Haugen for his work on this project.

Councilmember Holder said that this has been a long process and it is exciting to see it happening; this will beautify that area and be a benefit to that community.

MOTION: Moved by Councilmember Holder, seconded by Councilmember Daughtry, to authorize the Mayor to sign the documents to transfer the Frontier Heights Park property to the City of Lake Stevens. On vote the motion carried (5-0-0-2).

Discussion Items:

Marijuana Regulations Update: Director Wright reviewed that earlier this year Council indicated it would re-examine the number of allowed marijuana retail locations based on public comment received. The City received a citizen-initiated application to amend the city code to allow a second retail application in May 2017. He reviewed the procedural history of the application and commented that the State and City processes are not aligned, so in this situation, the State has approved an application, but the City has not. Director Wright said that the Planning Commission considered the proposal and voiced concerns about the existing regulations at their June 21, 2017 meeting, and again at their September 6, 2017 meeting. At the second briefing staff presented an array of potential options to address the concerns about expanding marijuana facilities. The Planning Commission was not able to reach consensus on a preferred option, but they did have a common view on restrictions including not allowing a second location and prohibiting the use in the Commercial District. At this time, staff is seeking Council direction and feedback on the proposed options and the Planning Commission's discussion to help the Planning Commission finish up its work so this can be brought back to Council for action. Director Wright then reviewed some of the possible options for consideration.

Councilmember McDaniel said it is important to protect the City's gateways as much as possible. She commented that while the Washington voters voted to legalize the sale of marijuana, it is up to each municipality to determine what it wants and what it sees in the future of its community.

Responding to Councilmember Holder's questions regarding what the Planning Commission's thought processes and concerns are, Councilmember Petershagen said that the Planning Commission was pretty adamant that they are not interested in allowing a second retail location, regardless of where it might be located. He is puzzled why this is before the Council now, because in 2016, when he was on the Planning Commission, the recommendation was to wait two years before revisiting this. Councilmember Petershagen said he is not interested in entertaining a second location.

Councilmember Holder responded that the City has a responsibility to review this as it is brought forward by a citizen.

Councilmember McDaniel said that the Planning Commission was very concerned because the proposed location is a gateway. Councilmember McDaniel also commented there is a driving school located within 200 feet of the proposed location, and asked if this falls within the definition of a school.

Attorney Weed responded that he does not know if the reach of the marijuana statute goes beyond the traditional schools and applies to other types of schools.

Director Wright added that he reviewed the Washington Administrative Code and schools are defined as primary and secondary education facilities, and the definition does not include any tertiary schools. Preschools are also included in the regulation.

Councilmember Holder asked if the City is open to liability if it does not allow a second retail location when the State does. Attorney Weed responded that as of this date, the Court of Appeals has affirmed the authority of local governments to ban facilities entirely, to regulate them through local zoning. Attorney Weed said this is a confirmation that state law does not entirely preempt the local government's right to impose regulations, or even a ban.

Councilmember Holder added that she totally agrees with the need to protect the City's gateways, and also that there is a lot of availability [of additional retail marijuana stores] along Highway 9, outside of the City limits.

Councilmember Daughtry is not ready to entertain a second location at this time, and stands by Council's 2016 decision.

Councilmember McDaniel said she would like this to go back to the Planning Commission to really examine the zoning, and that the City needs to make sure it does its due diligence.

Mayor Spencer summed up that Council wants this to go back to Planning Commission. He reminded that the City has worked very hard to acquire funding for the SR 9 / SR 204 intersection improvements so that it is an entry way to the community and it is important to support the businesses that are there now. The City does have an investment in trying to have a quality entryway into the City.

Councilmember Welch said he personally does not care if there is a second marijuana store. If a business wants to locate in Lake Stevens and it is a legal business, he does not care where the business is located as long as it is within the law.

Councilmember Holder commented there are valid arguments on both sides.

Councilmember Daughtry reviewed there were two main reasons for allowing a marijuana store in the City originally: (1) 62% of the Lake Stevens population voted for it, and (2) when first discussed, it is a business.

Councilmember Petershagen reminded that at that time the City had to allow a retail store or it might be sued.

Councilmember Daughtry commented that since that time the City staff and officials have learned more, and he will oppose a second retail store.

Councilmember McDaniel asked that there be strong outreach to the community so they can weigh in on whether they want a second retail store.

Executive Session: Mayor Spencer announced an executive session beginning at 8:55 p.m. and lasting ten minutes for the purpose of discussing two pending litigation matters and one real property matter, with no action to follow.

At 9:05 p.m. City Administrator Brazel announced the executive session would extend four additional minutes.

At 9:09 p.m. the regular meeting of the City Council was reconvened.

Study Session: None.

Adjourn:

Moved by Councilmember Holder, seconded by Councilmember Welch to adjourn the meeting at 9:09 p.m. On vote the motion carried (5-0-0-2).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk

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

Tuesday, October 3, 2017
Lake Stevens Community Center
1808 Main Street, Lake Stevens

CALL TO ORDER: 6:05 p.m. by Mayor John Spencer

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

ELECTED OFFICIALS ABSENT: Councilmembers Kurt Hilt and Todd Welch

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director/City Clerk Barb Stevens, Community Development Director Russ Wright, Police Chief John Dyer, Human Resources Director Teri Wright, Deputy City Clerk Kathy Pugh and Temporary Administrative Assistant Beth Braun

OTHERS: Board and Commission Members

Mayor Spencer called the meeting to order at 6:05 p.m. and then led the Pledge of Allegiance.

Roll Call: Moved by Councilmember Tageant, seconded by Councilmember McDaniel, to excuse Councilmembers Hilt and Welch from the meeting. On vote the motion carried (5-0-0-2).

Action Items:

Reappointment of Michael Duerr and Sue Fernald to Salary Commission: Mayor Spencer recommended that Michael Duerr and Sue Fernald be reappointed to the Salary Commission.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Holder, to reappoint Michael Duerr and Sue Fernald to the Salary Commission for terms expiring November 1, 2019, and November 1, 2020 respectively. On vote the motion carried (5-0-0-2).

Mayor Spencer then administered the Oath of Office to Mr. Duerr and Ms. Fernald.

Recognition of Outgoing Boards and Commission Members: Mayor Spencer thanked the boards and commission members for their time and contributions volunteering for the City and said their contributions help to make the City of Lake Stevens a unique and special place to live. He then recognized outgoing Board and Commission members Brent Kirk, Leland Adams, Gisela Hinchcliffe, Hal Hupp, Kristen Hunt and Jim Palmer. All outgoing members were presented with a Certificate of Appreciation.

Mayor Spencer invited everyone to stay for the reception immediately following the meeting.

Adjourn:

Moved by Councilmember Daughtry, seconded by Councilmember Holder, to adjourn the meeting at 6:20 p.m. On vote the motion carried (5-0-0-2).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: October 10, 2017

Subject: Approve Dark Fiber Order for Police site and Public Works Shop site with Wave Business Solutions, LLC

Contact	Troy Stevens / Information Services	Budget	\$68,400
Person/Department:		Impact:	5-year term

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Dark Fiber Order for Police site and Public Works Shop site with Wave Business for a 5-year term

SUMMARY/BACKGROUND:

Council approved the WAVE Service Agreement for “Dark Fiber Order” at the August 22, 2017. Following approval WAVE requested the following changes to more accurately reflect the services to be provided. WAVE is spending over \$34K to build fiber out to the Public Works Shop that only provides \$21K in revenue over the term of the contract. This was not approved by their management team. To cover WAVE’s cost to build out Fiber to the PW Shop the following changes have been made, 1) The term length has changed from 3 years to 5 years. 2) The internet services have changed from the 200(upload)/200(download) Mbps service to 500(upload)/500(download) service at an additional cost of \$100/month. There are no substantive changes to the agreement and staff requests Council approve WAVES requested changes.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

The increase to the current budget would be an additional \$570 per month w/o taxes and fees (\$6,800/year) These contracts are setup to auto-renew after the 5-year term. This will be an ongoing infrastructure cost.

ATTACHMENTS:

- ▶ Exhibit A: Dark Fiber Order-9-25-17.pdf
- ▶ Exhibit B: WAVE Explanation of Change.pdf

EXHIBIT A
DARK FIBER ORDER

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

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

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

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

Section 2: Initial Service Term. The Initial Service Terms for both the Police Department Fiber Route and the Public Works Fiber Route are 60 months. However, the Initial Service Terms will not run concurrently because the Service Commencement Dates for the Police Department Fiber Route and the Public Works Fiber Route will occur on different dates. See Section 3 below.

Section 3: Estimated Installation Date.

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

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

Section 4: Customer Information.

Account Name: City of Lake Stevens

Invoicing Address: P.O. Box 257

Account Executive to Customer: Dan Littlefield

Lake Stevens, WA 98258

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

Customer Site Contact:

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

Customer Billing Contact:

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

Other Customer Contact:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CUSTOMER:

CITY OF LAKE STEVENS

By _____

Name: _____

Title: _____

Date: _____

PROVIDER:

WAVE BUSINESS SOLUTIONS, LLC

By _____

Name: _____

Title: _____

Date: _____

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

Troy R. Stevens

From: Dan Littlefield <dlittlefield@wavebusiness.com>
Sent: Thursday, September 14, 2017 5:45 AM
To: Troy R. Stevens
Cc: Jeffrey Stoner
Subject: Public Works Site

Troy,

Thanks for taking the time to talk through the challenges on bringing service to the Public Works site. As we discussed, the challenge is WAVE spending over 34k to build to a site that only provides 21k in revenue over the term of the contract. This was not approved by leadership.

Below are some options that we have to make this work financially and get fiber built to the Public Works site.

- 1) Increase the MRC on the Public works site to \$670 per month, change the entire contract for ALL services to 60 months.
- 2) Increase the MRC on the Public works site to \$1,070 per month on a 36 month contract.
- 3) Hosted Voice services, review HoVo proposal from WAVE, if acceptable, moving to WAVE for added voice services would increase the MRC and would cover the build cost to Public Works. (Jeff Stoner to have proposal to the City by 9/15.
- 4) Increase the internet bandwidth from 200 to 500Mbps and increase the spend from 1019 to 1180. Per month, on a new 60 month contract for all services. This would ensure enough bandwidth to cover future needs over the next 5 years!

Please let me know if you have any questions on any of the options above!

Thanks
Dan

Dan Littlefield
Account Manager, GEMS Channel
wave
401 Parkplace Center, Suite 500
Kirkland, WA 98033
wavebroadband.com
M: 425-499-2623



This page left blank intentionally



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 10/10/2017

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

Contact	Troy Stevens, Information Services	Budget	\$77,325
Person/Department:		Impact:	5-year term

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

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

SUMMARY/BACKGROUND:

Council approved the WAVE Service Agreement for “Order for Internet and Phone Services” at the August 22, 2017. Following approval WAVE requested the following changes to more accurately reflect the services to be provided. WAVE is spending over \$34K to build fiber out to the Public Works Shop that only provides \$21K in revenue over the term of the contract. This was not approved by their management team. To cover WAVE’s cost to build out Fiber to the PW Shop the following changes have been made, 1) The term length has changed from 3 years to 5 years. 2) The internet services have changed from the 200(upload)/200(download) Mbps service to 500(upload)/500(download) service at an additional cost of \$100/month. There are no substantive changes to the agreement and staff requests Council approve WAVES requested changes.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

The City currently is paying \$595/month (w/o tax and fees) for Internet and Phone Services, this will increase to \$1,288.75/month (w/o tax and fees)

ATTACHMENTS:

- ▶ Exhibit A: Internet and Phone Order-09-25-2017.pdf
- ▶ Exhibit B: WAVE Explanation of Change.pdf

ORDER FOR INTERNET AND PHONE SERVICES

This Order for Internet and Phone Services (this “Service Order”) is entered into as of the date of last signature below (the “Effective Date”), by and between WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company (“Provider”), and the CITY OF LAKE STEVENS, a Washington municipal corporation (“Customer”). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement between Provider and Customer dated October 17, 2014 (the “MSA”). All capitalized terms used but not defined in this Service Order shall have the meanings given to them MSA.

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

Section 1: Key Business Terms.

Name of Service Site: Lake Stevens Police Department

Initial Service Term: 60 months

Service Site Address: 2211 Grade Road
Lake Stevens, WA 98258

Service Commencement Date: November 1, 2017

Description of Services and Recurring Monthly Service Charges:	
Business Ethernet Bundle: <u>Internet Services:</u> 500 Mbps / 500 Mbps Dedicated Internet Access Service /28 IP Address Block (16 IPs; 13 usable) <u>Phone Services:</u> 6 – PRI Trunks 50 – DIDs \$0.025 per Minute LD Plan Additional Phone Services: 4 – PRI Trunks 115 – DIDs 4 – Business Unlimited Lines	\$1,180.00 \$40.00 \$28.75 \$40.00
Total Recurring Monthly Service Charges:	\$1,288.75

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

Section 2: Customer Information.

Account Name: City of Lake Stevens

Invoicing Address: P.O. Box 257

Account Executive to Customer: Dan Littlefield

Lake Stevens, WA 98258

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

Customer Site Contact:

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

Customer Billing Contact:

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

Other Customer Contact:

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

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

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

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

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

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

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

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

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

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

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

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

provided by other long distance providers. Customer understands that it may designate only one primary interexchange carrier for any one telephone number for state-to-state (interLATA), intrastate and international usage.

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

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

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

Customer Initials

Date

Section 8: Performance. Provider shall use commercially reasonable efforts in keeping with normal industry standards to ensure that the Services are available to Customer 24 hours

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

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

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

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

CUSTOMER:

CITY OF LAKE STEVENS

By _____

Name: _____

Title: _____

Date: _____

PROVIDER:

WAVE BUSINESS SOLUTIONS, LLC

By _____

Name: _____

Title: _____

Date: _____

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

Troy R. Stevens

From: Dan Littlefield <dlittlefield@wavebusiness.com>
Sent: Thursday, September 14, 2017 5:45 AM
To: Troy R. Stevens
Cc: Jeffrey Stoner
Subject: Public Works Site

Troy,

Thanks for taking the time to talk through the challenges on bringing service to the Public Works site. As we discussed, the challenge is WAVE spending over 34k to build to a site that only provides 21k in revenue over the term of the contract. This was not approved by leadership.

Below are some options that we have to make this work financially and get fiber built to the Public Works site.

- 1) Increase the MRC on the Public works site to \$670 per month, change the entire contract for ALL services to 60 months.
- 2) Increase the MRC on the Public works site to \$1,070 per month on a 36 month contract.
- 3) Hosted Voice services, review HoVo proposal from WAVE, if acceptable, moving to WAVE for added voice services would increase the MRC and would cover the build cost to Public Works. (Jeff Stoner to have proposal to the City by 9/15.
- 4) Increase the internet bandwidth from 200 to 500Mbps and increase the spend from 1019 to 1180. Per month, on a new 60 month contract for all services. This would ensure enough bandwidth to cover future needs over the next 5 years!

Please let me know if you have any questions on any of the options above!

Thanks
Dan

Dan Littlefield
Account Manager, GEMS Channel
wave
401 Parkplace Center, Suite 500
Kirkland, WA 98033
wavebroadband.com
M: 425-499-2623



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: October 10, 2017

Subject: Lake Stevens Beautification Contract

Contact	Jill Meis, Assistant Planner	Budget	\$24,895.00
Person/Department:	Russ Wright, Community Development Director	Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Professional Service Agreement with KPG, P.S. to develop a beautification plan for Lake Stevens in the amount of \$24,895.00.

SUMMARY

The city budgeted \$25,000.00 for the development of a beautification plan. Staff prepared and solicited a Request for Qualification and subsequently conducted interviews of three qualified firms. KPG, P.S. was selected to proceed to the negotiation phase. At this time, staff is recommending the approval of a contract with KPG, P.S. to develop the city's plan. Staff is recommending this firm for several reasons.

1. KPG, P.S. has broad experience in developing similar plans for other jurisdictions;
2. They have access to a wide skillset including engineering, design and plan writing;
3. They have a robust outreach model; and
4. They have demonstrated the ability and desire to incorporate the public outreach done to date as well as facilitate new public input.

ATTACHMENTS:

Exhibit A: Professional Service Agreement
Exhibit B: Budget

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON
AND KPG, P.S.
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and KPG, P.S., a Washington corporation, ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding the Lake Stevens Beautification Plan as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along

with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

III.3 TERM. The term of this Agreement shall commence on upon execution of this agreement by all parties and shall terminate at midnight, December 31, 2018. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

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

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

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

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

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

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

system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

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

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

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

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

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

III.7 INSURANCE.

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

b. **No Limitation.**
Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office

(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

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

d. **The minimum insurance limits shall be as follows:**
Consultant shall maintain the following insurance limits:

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

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

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

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

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's

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

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

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

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

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

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

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$24,895.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

b. Public Records.

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

Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

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

To the City:

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258
Telephone: 425.334.1012

To the Consultant:

KPG, P.S.
Attn: Elizabeth Gibson, PLA, LEED
3131 Elliott Avenue, Suite 400
Seattle, WA 98121
Telephone: 206.267.1062

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

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

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

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

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

V.5 **SEVERABILITY.**

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

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

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

agreement, covenant, condition or right.

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

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

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

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

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

DATED this _____ day of October, 2017.

CITY OF LAKE STEVENS

KPG, P.S.

By: _____
John Spencer, Mayor

By: _____

Printed Name and Title

Approved as to Form:

By: _____
Grant K. Weed, City Attorney

EXHIBIT A

City of Lake Stevens Beautification Plan Project

SCOPE OF WORK

INTRODUCTION

The City of Lake Stevens desires to develop a comprehensive Beautification Plan to create a distinctive identity and community aesthetic that identifies and unifies established neighborhood centers and public spaces for Lake Stevens. This effort will establish an overall vision and distinct identity for the City of Lake Stevens.

This scope of work is for design services to provide guidelines and conceptual aesthetics for future development and City ROW/open space improvements.

ASSUMPTIONS

The following assumptions were identified to provide direction for the Beautification Plan:

- The goal of the project is to provide a document which will be used as a guideline to establish a cohesive identity for the City of Lake Stevens, including the established neighborhood centers.
- The document will include conceptual urban design and landscape elements to support this goal, and conceptual design for gateway, wayfinding and signage.
- Design guidelines will support and incorporate the existing City of Lake Stevens branding and theme “NW Contemporary”
- The document will include direction on phasing or “next steps”

PROJECT DELIVERABLES

The Consultant shall provide the following deliverables with this project (and as shown under each task):

- ❑ Digital copies of all deliverables in requested format(s)
- ❑ Presentation materials (11x17 and 22x34) and electronic files for meetings
- ❑ Inventory and analysis graphics of established neighborhood centers, gateways into Lake Stevens, existing open space and proposed open space (under acquisition).
- ❑ Draft 90% Beautification Plan document
- ❑ Final Beautification Plan document
- ❑ One (1) copy and one (1) .pdf file of draft and final Beautification Plan document

The City of Lake Stevens shall provide the following:

- ❑ Current branding/guidelines content, color and logo
- ❑ Selection of Stakeholder Committee and meeting dates/locations
- ❑ Preparation, mailing and postage for public information (if required)

- ❑ Meeting room arrangements (if required)
- ❑ Current City related design standards, along with theme and branding related outreach materials.

SCOPE OF WORK

Task 1 – Management / Administration

- 1.1 The Consultant shall provide continuous project management for the project duration (estimate 6 months).
- 1.2 The Consultant shall prepare monthly status reports identifying work in progress, upcoming work elements, reporting of any issues or additional information needs, and key accomplishments for the billing period.

Deliverables:

- *Invoices with Monthly Status Report.*

Task 2 –Coordination and Public Outreach

- 2.1 The Consultant shall prepare and attend one (1) review meeting with City staff.
- 2.2 The Consultant shall prepare and attend two (2) Stakeholder Workshop/Charette meetings with City staff and a selected committee of residents, board and commission members, and property or business owners/chamber of commerce.
- 2.3 The Consultant shall prepare and attend and present at one (1) Public Open House Workshop.
- 2.4 The Consultant shall assist City with content for online platforms, telephone interviews and other applicable methods.

Deliverables:

- *Memo for each meeting summarizing meeting decisions/directions*
- *Public Comments*
- *Presentation Materials*
- *Content for online content*

Task 3– Inventory and Analysis

- 3.1 The Consultant shall review existing background material including, existing sign codes, design standards and guidelines, colors and branding.
- 3.2 The Consultant shall inventory and identify potential neighborhood gateways, primary city access routes, points of interest and destinations, connectivity with regional trails, existing wayfinding signage, with input from City, to look for additional opportunities and enhancements. Plan graphics shall utilize available aerials and online street mapping.

Deliverables:

- *Documentation and plan graphic/diagram of inventory and analysis.*

Task 4 – Beautification Plan

- 3.1 The Consultant shall develop the Beautification Plan, by incorporating and building upon existing City branding to establish guidelines for hardscape and landscape design features, including:
- (2) Perspective vignettes of streetscape character
 - Decorative pavement treatments for crosswalks, sidewalk node areas, intersections
 - Streetscape furniture (benches, trash cans, bike racks, bollards, planters, tree grates, wall treatments)
 - Pedestrian and accent lighting
 - Planting and street tree palette
 - Conceptual Gateway Treatments showing materials, colors, look and feel
 - Future phasing opportunities
- 3.2 The Consultant shall develop two (2) conceptual design alternatives for wayfinding and directional signage.

Deliverables:

- *90% Draft Beautification Plan Document*
- *Final Beautification Plan Document*
- *Conceptual design alternatives*

Task		Description	Labor Hour Estimate					Total Fee	
			PRINCIPAL	PM	LA/UD	DESIGN	CAD	OFFICE	Fee
			\$ 244.00	QA/QC		TECH	TECHNICIAN	ADMIN	
					\$ 113.00	\$ 77.00	\$ 106.00	\$ 88.00	
Task 1 - Management/Administration									
1.1	Provide continuous project management (6 months)		0	6	0	0	0	0	\$ 894.00
1.2	Prepare invoices and status reports (6)		0	3	0	0	0	3	\$ 711.00
	Reimbursable expenses - see breakdown for details								\$ -
Task Total			0	9	0	0	0	3	\$ 1,605.00
Task 2 - Coordination and Public Outreach									
2.1	Prepare and Attend One City Review Meeting		0	4	4	0	0	0	\$ 1,048.00
2.2	Prepare and Attend Two Stakeholder Meetings		8	8	12	4	0	0	\$ 4,808.00
2.3	Prepare and Attend One Public Open House Meeting		4	6	8	8	0	0	\$ 3,390.00
2.4	Provide online content and coordination		0	0	2	2	0	0	\$ 380.00
	Reimbursable expenses - see breakdown for details								\$ 300.00
Task Total			12	18	26	14	0	0	\$ 9,926.00
Task 3 - Inventory and Analysis									
3.1	Review Background Material		0	4	4	0	0	0	\$ 1,048.00
3.2	Inventory and Analysis Documentation		0	0	16	4	0	0	\$ 2,116.00
	Reimbursable expenses - see breakdown for details								\$ 100.00
Task Total			0	4	20	4	0	0	\$ 3,264.00
Task 4 - Beautification Plan									
4.1	Develop Beautification Plan (Draft 90% and Final)		1	6	40	16	0	0	\$ 6,890.00
4.2	(2) Conceptual Design Alternatives Wayfinding Signage		1	2	20	4	0	0	\$ 3,110.00
	Reimbursable expenses - see breakdown for details								\$ 100.00
Task Total			2	8	60	20	0	0	\$ 10,100.00
Hours Totals			14	39	106	38	0	3	\$ 24,895.00
TOTAL ESTIMATED FEE:								\$	24,895.00

HOURLY AND FEE ESTIMATE

Project: **City of Lake Stevens**
 Beautification Plan
 October 1, 2017



Task	Description		
Task 2 - Coordination and Public Outreach			
	Mileage	\$	200.00
	Reproduction	\$	100.00
	Total	\$	300.00
Task 3 - Inventory and Analysis			
	Mileage	\$	100.00
	Reproduction	\$	50.00
	Total	\$	150.00
Task 4 - Beautification Plan			
	Mileage	\$	40.00
	Reproduction	\$	-
	Total	\$	40.00
		Total Reimbursable Costs: \$	490.00

HOUR AND FEE ESTIMATE

Project: City of Lake Stevens
Beautification Plan



October 1, 2017

Work Element Summary	
Task 1 - Management/Administration	\$ 1,605.00
Task 2 - Coordination and Public Outreach	\$ 9,926.00
Task 3 - Inventory and Analysis	\$ 3,264.00
Task 4 - Beautification Plan	\$ 10,100.00
TOTAL ESTIMATED FEE = \$ 24,895.00	



LAKE STEVENS CITY COUNCIL
STAFF REPORT

**Council Agenda
Date:**

October 10, 2017

Subject: Planning and Community Development Part-time position

Contact	Russ Wright	Budget	\$5911 monthly
Person/Department:	Planning and Community Development	Impact:	(currently budgeted)
	Teri Smith, Human Resources		

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

The purpose of tonight's meeting is to request Council approve a part time Senior Planner position.

BACKGROUND:

Planning and Community Development is comprised of several divisions: Planning, Building, Permits, Parks and Economic Development. The Planning Division is responsible for current projects (permit review, records requests and GIS) and long-range projects (comprehensive plan, code amendments, annexations, parks and recreation, etc.). The Building Division is responsible for plan review, building inspections and code enforcement. The Permits Division is responsible for the intake and oversight of permits, business licenses and records requests. The Parks Division coordinates parks planning, recreation programs and events with other departments, boards and external groups. Economic Development is responsible for marketing and special projects.

DISCUSSION:

Department Structure

Planning and Community Development is allocated 12 positions in 2017. Staff is requesting that one of the two full-time Senior Planner positions be re-purposed to a part-time (.60) position; this will result in 1.60 FTE (full-time equivalent) Senior Planners. The part-time Senior Planner position would be reviewed annually to ensure that the position is fulfilling the business needs of the city at its current FTE status. The change in the position's FTE would result in salary savings in 2017, and an ending 2017 FTE count of 11.60. There would be approximately \$3,800 savings monthly through the end of 2018.

A current employee has expressed an interest in filling this .60 FTE position. The proposed position would benefit the city by retaining a highly-skilled employee who will focus on complex and time-sensitive projects, including large commercial projects, at the Senior Planner level. This position would also act as department wide resource for processing complex records requests, coordinating special projects and implementing process improvements. This position would provide needed depth in the department and an opportunity to proactively address programs that will benefit applicants and the city.

There is also a request for an addition of a 1.0 FTE Principal Planner in the 2018 budget. In the overall department forecast, this change would result in a .60 employee increase in 2018, over the 2017 beginning FTE allocation. Other requested changes in 2018 could include re-classification of current positions in the Planning and Building divisions to align with department needs.



This page left blank intentionally



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: October 10, 2017

Subject: Amendment No 3. Republic Services Garbage, Recycling & Yard Debris Collection Contract

Contact / Department:	Amanda Wells	Budget	None
	Department of Public Works	Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Amendment #3 to the Garbage, Recyclables and Yard Collection Contract with Republic Services of Lynnwood.

SUMMARY/BACKGROUND:

The City currently contracts with Republic Services and Waste Management (see service map) to perform garbage, recycling, and yard debris collection including billing and customer service. The Southwest annexation area of Lake Stevens is also currently under contract with Waste Management, and City staff would like to extend contracted services with Republic Services to align the expiration of service providers. Upon expiration in 2021, the two contracts can be bid to provide one service provider for the City of Lake Stevens.

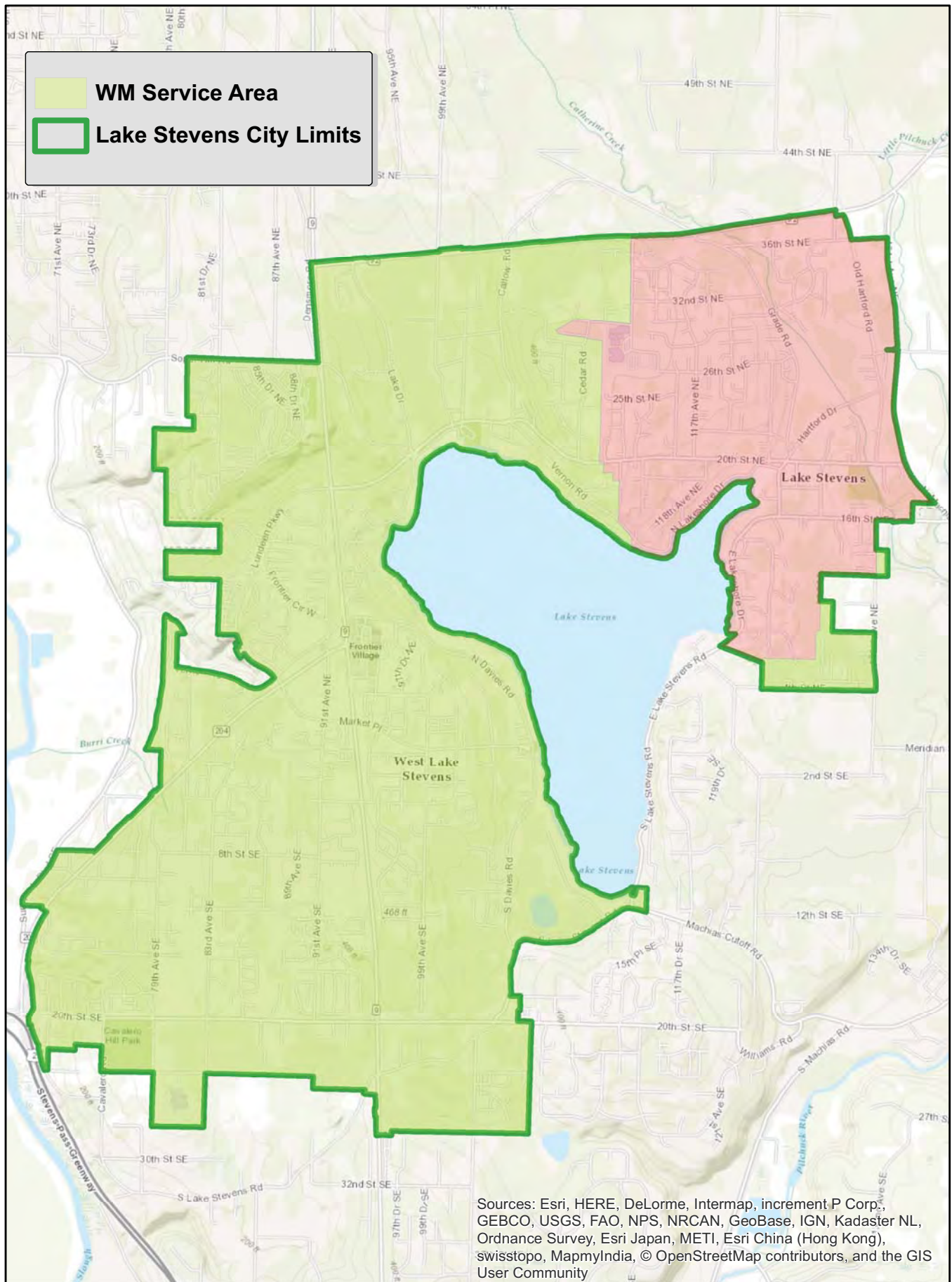
- > Term of Contract: Extend Republic Services Contract from April 1, 2018 to March 31, 2021
- > Section 3.3 CPI modification which added a 2.5% floor minimum to CPI. A 2.5% rate adjustment would show as a 1.25% increase to a customer's monthly invoice.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: none

ATTACHMENTS:

- ▶ Exhibit A: Service Map
- ▶ Exhibit B: Contract including Amendments 1, 2, and 3



AMENDMENT NO. 3
TO COMPREHENSIVE GARBAGE, RECYCLABLES AND YARD DEBRIS
COLLECTION CONTRACT
BETWEEN
CITY OF LAKE STEVENS
AND
RABANCO LTD. D/B/A/ REPUBLIC SERVICES OF LYNNWOOD

THIS AMENDMENT NO. 3 ("Amendment No. 3") is made and entered into this _____ day _____ of 2017 by and between the CITY OF LAKE STEVENS, a Washington municipal corporation ("City"), and RABANCO LTD. D/B/A REPUBLIC SERVICES OF LYNNWOOD, a Washington corporation ("Contractor").

WHEREAS, the parties previously entered into a Comprehensive Garbage, Recyclables and Yard Debris Collection Contract on April 1, 2008 ("Contract"); and

WHEREAS, on May 27, 2008, the parties amended the Contract to provide for vacancy credits and low income senior and disabled senior discount rates ("Amendment No. 1"); and

WHEREAS, the term of the Contract is from April 1, 2008 through March 31, 2011; and

WHEREAS, the parties extended the Contract through March 31, 2018; and

WHEREAS, the parties agreed that Contractor would provide an annual Clean Up Event; and

WHEREAS, the parties desire to extend the Contract through March 31, 2021; and

WHEREAS, the parties also desire to revise certain other provisions of the Contract.

NOW THEREFORE, in consideration of the terms, conditions, and covenants contained herein, the parties agree to amend the Contract as follows:

1. Section 1 Term of the Contract is amended to read as follows:

The term of this Contract is from April 1, 2018 through March 31, 2021. The City and the Contractor, by mutual agreement, extend the Contract for a term of three (3) years and any such extension shall be under the original terms and conditions of the Contract and subsequent amendments. To

exercise its option to extend the Contract, the City shall provide written notice of extension to the Contractor at least sixty (60) calendar days prior to March 31, 2021.

2. Section 3.3 CPI Modification. The first paragraph is amended to state:

The Contractor's collection service charges for each level of service shall increase or decrease in the "CPI adjustment" years specified in Section 3.3 by one hundred percent (100%) of the annual percentage change in the Consumer Price Index for the Seattle-Tacoma-Bremerton Metropolitan Statistical Area for Urban Wage Earners and Clerical Workers, all items (Revised Series) (CPI-W, Base Period 1982-1984=100) prepared by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index. Adjustments shall be based on the twelve (12) month period ending June 30th of the previous year with a minimum of two point five percent (2.5%) and a maximum of six percent (6%).

Except as modified herein, all other terms, conditions and provisions of the April 1, 2008 Contract between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the April 1, 2021 Contract as of the day and year first written above.

CITY OF LAKE STEVENS

RABANCO LTD. D/B/A REPUBLIC
SERVICES OF LYNNWOOD

By _____
John Spencer, Mayor

By _____
Gregg Brummer, Vice President

ATTEST:

By _____
Barbara Stevens, City Clerk

APPROVED AS TO FORM:

By _____
Grant K. Weed, City Attorney

Lake Stevens

RESIDENTIAL RATES	Rate
<u>SOLID WASTE</u>	effective 1/1/2017
1xMonth(Senior/Disabled Low Income Rate)	5.81
Mini-Can (Senior/Disabled Low Income Rate)	6.42
One Can Sr Weekly	12.24
Mini-Can (20 Gallons or Less)	8.63
One Can (32 Gallons) 1xMonth	7.73
One Can (32 Gallons)	17.25
Two Cans	26.92
Three Cans	36.75
Four Cans	43.85
35 Gallon Toter	17.25
64 Gallon Toter	26.18
90 Gallon Toter	36.75
Occasional/Additional Extras	6.25
Pack-out/Carry Out	0.91
Sunk Ins or Elevated Cans	0.86
Drive-Ins	3.70
Toter Rental Fees	2.49

Recycle and Yardwaste Rates

Mandatory Recyclables Service	5.00
Mandatory Yard Waste Service	9.60
Optional Yard Waste Service	8.85
March through November	16.27
December through February	6.18
Extras	2.44
Container Delivery	44.21
Per Use Yard Waste Service	7.07
Replacement of Container	86.50