

## ***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 22<sup>nd</sup> Street NE, Lake Stevens**

**Tuesday, March 27, 2018 – 7:00 p.m.**

**NOTE:**

**WORKSHOP ON VOUCHERS AT 6:45 P.M.**

**CALL TO ORDER:** 7:00 P.M. Mayor

**PLEDGE OF ALLEGIANCE** Council President

**ROLL CALL**

**APPROVAL OF AGENDA** Council President

**GUEST BUSINESS** Oath of Office: Corp. Michael Hingtgen

**CITIZEN COMMENTS**

**COUNCIL BUSINESS** Council President

**MAYOR'S BUSINESS**

**CITY DEPARTMENT REPORT** Update

**CONSENT AGENDA:**

*A	Approve 2018 Vouchers	Barb
*B	Approve February 13, 2018 City Council Regular Meeting Minutes	Kathy
*C	Approve March 6, 2018 City Council Special Meeting Minutes	Kathy
*D	Approve Resolution 2018-10 Authorizing Special Market Condition Purchase	Eric
*E	Approve Ordinance No. 1021 re Cashier Change Funds	Barb
*F	Approve Professional Services Agreement with Pacific Rim Environmental re Asbestos Abatement	Amanda

**Lake Stevens City Council Regular Meeting Agenda**

**March 27, 2018**

	*G Approve Professional Services Agreement with Feldman & Lee re Social Services	Barb
	*H Approve Interlocal Agreement with City of Arlington re Social Services Joint Grant Administration	Barb
<b>PUBLIC HEARINGS:</b>	*I Model Homes Ordinance No. 1019	Josh
	*J Safe Injection Sites, Ordinance No. 1020	Josh
<b>ACTION ITEMS:</b>	*K Eagle Glen North Final Plat Acceptance and Right of Way Dedication	Dillon
	*L Approve Professional Services Agreement with StrategyClicks, Inc.	John D.
	*M Approve Ordinance 1018 re Budget Amendment No. 1	Barb
	*N Approve Resolution 2018-08 re Updated Council Rules of Procedure	Gene
	*O Appoint Additional Councilmembers to Participate in Board and Commission Interviews	Gene
	*P Approve Concession Agreement and Request for Bid Form	Gene
	*Q Approve Lease Agreement re Historical Society	Gene
	*R Approve Lease Agreement re Grimm House	Gene

**DISCUSSION ITEMS:**

**EXECUTIVE SESSION:** Guild Non-Commissioned Agreement

**ACTION TO FOLLOW:**

**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**  
**March 27, 2018 CITY COUNCIL MEETING**

- Mayor/Administrator

The Mayor recently entered into the following agreements:

Washington State Parks and Recreation Commission – Federal Financial Assistance Grant: under this agreement the City will receive \$16,914.86 with matched funds from the City in the amount of \$5,858.88, funds to be used for the purpose of boater safety and education. This is an annual grant received in previous years as well.

Distribution of Vessel Registration Fee Agreement Between Snohomish County and the City of Lake Stevens: This agreement provides that the City will receive 7% of boater registration fees distributed by the State to Snohomish County, to be used for boater safety education and enforcement efforts. This is funding that has been received in previous years.



This page left blank intentionally

BLANKET VOUCHER APPROVAL  
**2018**

Payroll Direct Deposits	<b>3/15/2018</b>	<b>\$199,321.63</b>
Payroll Checks	<b>44711-44712</b>	<b>\$4,455.03</b>
Tax Deposit(s)	<b>3/15/2018</b>	<b>\$74,224.37</b>
Electronic Funds Transfers	<b>ACH</b>	<b>\$8,008.66</b>
Claims	<b>44710, 44713-44910</b>	<b>\$634,564.93</b>
Void Checks	<b>44596, 43037</b>	<b>(\$360.30)</b>
Total Vouchers Approved:		<b>\$920,214.32</b>

**This 27th day of March 2018:**

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



March 27th, 2018

---

**City Expenditures by Type on this voucher packet**

---

Personnel Costs	\$	203,777	22%
Payroll Federal Taxes	\$	74,224	8%
Other Employer paid Benefits	\$	7,034	1%
Employee paid benefits - By Payroll	\$	8,505	1%
Supplies	\$	61,168	7%
Professional Services *	\$	204,852	22%
Intergovernmental **	\$	188,832	21%
Capital ***	\$	149,565	16%
Debt Payments	\$	22,618	2%
Void Check	\$	(360)	0%
<b>Total</b>		<b>\$920,214.32</b>	<b>100%</b>

---

**Large Purchases**

\* \$17,572.75 - Legal Services - General Matters

\* \$14,701.5 - Accela hosted cloud maintenance

\*\* \$73,238 - 800 MHZ 2018 Assessment

\*\*\* \$54,356.28 - 24th Street SE Extension project



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total			
Accela Inc	44713	3/14/2018	INV-ACC38065	510-006-518-80-49-29	LR - Accela/Springbrook	Delivery SMG Finance & Admin	\$1,500.00			
			INV-ACC38114	510-006-518-80-49-29	LR - Accela/Springbrook	Hosted cloud Maintenance - Year 6	\$14,701.50			
Ace Hardware	44714	3/14/2018	58039	101-015-543-30-31-00	ME - Operating Costs	Battery for sander remote PW42	\$2.72			
				410-015-531-10-31-00	ME - Operating Costs	Battery for sander remote PW42	\$2.71			
58070			001-008-521-20-31-02	LE-Minor Equipment	Toggle switch & Plate Police station restroom	\$2.05				
58095			304-016-595-30-60-03	Callow Road Embankment	Water Line pipe insulation	\$27.12				
58207			001-010-576-80-31-00	PK-Operating Costs	Spliting mauls/wedges for tree removal at Community Gardens	\$105.60				
3/22/2018		58041	001-008-521-20-31-02	LE-Minor Equipment	Fasteners/Hinges/Bolts	\$122.33				
			101-015-543-30-31-00	ME - Operating Costs	Hose PW70	\$5.70				
		58215	410-015-531-10-31-00	ME - Operating Costs	Hose PW70	\$5.70				
			001-013-594-18-60-02	GG - City Hall Demo	Surge protector/Extension cord new cubicle	\$66.40				
		58247	001-013-594-18-60-02	GG - City Hall Demo	Quarter round trim for Main City Hall door	\$18.46				
ACES	44715	3/14/2018	58269	001-013-594-18-60-02	GG - City Hall Demo	Quarter round trim/Pry bar for trimming out main City Hall door	\$15.22			
			58279	001-013-594-18-60-02	GG - City Hall Demo	Ratchet Strap PW63	\$12.52			
			58291	410-015-531-10-31-00	ME - Operating Costs	Ratchet Strap PW63	\$12.52			
				001-010-576-80-31-00	PK-Operating Costs	Batteries/lopplers/extension cord/hasp lock/Door restraint	\$56.11			
Advance Auto Parts	44716	3/14/2018	2421-271890	101-015-543-30-31-00	ME - Operating Costs	Oil filter PW7	\$7.19			
				410-015-531-10-31-00	ME - Operating Costs	Return of shop stock	(\$100.50)			
				001-007-559-30-31-01	PB-Operating Cost	Return of shop stock	(\$100.50)			
			2421-272091	101-015-543-30-31-00	ME - Operating Costs	Battery PW47	\$72.94			



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Advance Auto Parts	44716	3/14/2018	2421-272091	410-015-531-10-31-00	ME - Operating Costs	Battery PW47	\$72.94
			2421-272099	101-015-543-30-31-00	ME - Operating Costs	Battery PW47	\$61.96
				410-015-531-10-31-00	ME - Operating Costs	Battery PW47	\$61.96
			2421-272102	101-015-543-30-31-00	ME - Operating Costs	Fuel/Battery PW47 returned	(\$92.17)
				410-015-531-10-31-00	ME - Operating Costs	Fuel/Battery PW47 returned	(\$92.17)
			2421-272114	410-015-531-10-31-00	ME - Operating Costs	Fuel Pump returned PW26	(\$43.18)
			2421-272172	101-015-543-30-31-00	ME - Operating Costs	Oil filter/work lights PW30	\$56.21
				410-015-531-10-31-00	ME - Operating Costs	Oil filter/work lights PW30	\$56.21
			2421-272201	101-015-543-30-31-00	ME - Operating Costs	Oil filter PW70	\$3.60
				410-015-531-10-31-00	ME - Operating Costs	Oil filter PW70	\$3.59
			2421-272217	101-015-543-30-31-00	ME - Operating Costs	Fuel filter PW70	\$2.46
				410-015-531-10-31-00	ME - Operating Costs	Fuel filter PW70	\$2.46
			2421-272231	101-015-543-30-31-00	ME - Operating Costs	Hydraulic Oil PW30	\$41.15
				410-015-531-10-31-00	ME - Operating Costs	Hydraulic Oil PW30	\$41.16
			2421-272258	101-015-543-30-31-00	ME - Operating Costs	Fuel filter - stock	\$2.12
				410-015-531-10-31-00	ME - Operating Costs	Fuel filter - stock	\$2.11
			2421-272304	101-015-543-30-31-00	ME - Operating Costs	Solenoid PW23	\$16.04
				410-015-531-10-31-00	ME - Operating Costs	Solenoid PW23	\$16.04
	44817	3/22/2018	2421-273034			Check Total	\$33.18
				101-015-543-30-31-00	ME - Operating Costs		\$4.92
			2421-273035	410-015-531-10-31-00	ME - Operating Costs		\$4.92
				101-015-543-30-31-00	ME - Operating Costs	Wire connector/silicone PW16	\$11.67
				410-015-531-10-31-00	ME - Operating Costs	Wire connector/silicone PW16	\$11.67
Advantage Building Services	44818	3/22/2018	3602			Check Total	\$793.25
				001-007-558-50-41-00	PL-Professional Servic	Janitorial Services	\$30.00
				001-007-559-30-41-00	PB-Professional Srv	Janitorial Services	\$30.00
				001-008-521-20-41-01	LE-Proessional Serv-Fixed	Janitorial Services	\$315.00
				001-010-576-80-41-00	PK-Professional Services	Janitorial Services	\$20.00
				001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Services	\$120.00
				001-013-518-20-41-00	GG-Professional Service	Janitorial Services	\$280.00
				101-016-542-30-41-02	ST-Professional Service	Janitorial Services	\$20.00
				410-016-531-10-41-01	SW-Professional Services	Janitorial Services	\$20.00



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Advantage Building Services	44818	3/22/2018	3602	621-000-389-20-00-05	Retainage -Public Bldg Maint	Retainage-Advantage svcs	(\$41.75)
Alco Pro	44717					Check Total	\$1,106.00
		3/14/2018	0208787-IN	520-008-594-21-63-00	Capital Equipment	ALCO-sensor for new patrol cars	\$1,106.00
Alexander Printing	44819					Check Total	\$133.83
		3/22/2018	54552	001-013-518-20-31-00	GG-Operating	#10 Regular Envelopes	\$133.83
Alliance 2020	44820					Check Total	\$80.00
		3/22/2018	560314	001-008-521-20-41-00	LE-Professional Services	New Hire background checks	\$80.00
Amazon Capital Services	44718					Check Total	\$13.48
		3/14/2018	1VNN-WJT7-PNXF	001-008-521-20-31-02	LE-Minor Equipment	Lithium Batteries	\$13.48
Jennifer Anderson	44821					Check Total	\$167.00
		3/22/2018	012418	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Project Mgmt Training-Anderson	\$19.00
			012418b	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Team Building & Coaching Skills-Anderson	\$19.00
			020418	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Leadership Conf-Leavenworth WA-Anderson	\$69.00
			031518	001-008-521-20-43-00	LE-Travel & Per Diem	Reimburse for fuel in Van	\$60.00
Assoc of Washington Cities	44719					Check Total	\$695.00
		3/14/2018	57071	101-016-542-30-41-02	ST-Professional Service	2018 Drug & Alcohol Consortium	\$347.50
				410-016-531-10-41-01	SW-Professional Services	2018 Drug & Alcohol Consortium	\$347.50
	44822					Check Total	\$45.00
		3/22/2018	59037	001-001-511-60-49-01	Legislative - Prof. Developmen	Registration City Action Days-Gailey	\$45.00
Wayne Aukerman	44823					Check Total	\$119.00
		3/22/2018	010418	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-TZT Conference-Kennewick WA-Aukerman	\$119.00
Phillip Bassett	44824					Check Total	\$321.00
		3/22/2018	013018	001-008-521-21-43-00	LE-Boating-Travel & Per Diem	PerDiem-Basic Marine Law Enforcement-Richland Wa-Bassett	\$321.00
Gene Brazel	44720					Check Total	\$58.00
		3/14/2018	030618	001-002-513-11-43-00	AD-Travel & Meetings	PerDiem-AWWA Conference-Tacoma WA-Brazel	\$58.00
	44825					Check Total	\$89.00
		3/22/2018	031918	001-002-513-11-43-00	AD-Travel & Meetings	PerDiem-Labor Relations Institute-Yakima Wa	\$89.00
Bruce Dees & Associates LLC	44826					Check Total	\$51,448.90
		3/22/2018	6039	302-010-594-76-61-02	PM - Lundein Park Capital	Lundein Park Improvement project	\$51,448.90



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	\$11,117.26
Business Card	44721	3/14/2018	0597 0318	001-008-521-20-43-01	LE-Business Meetings	Lateral Oral Board 2/6/18	\$47.32	
			1923 0318	001-006-518-80-31-00	IT-Office Supplies	Flashdrives	\$53.45	
					IT-Office Supplies	DisplayPort cable	\$108.80	
				001-006-518-80-49-00	IT-Miscellaneous	International Transaction fee-CC	\$14.94	
				510-006-518-80-31-00	Purchase Computer Equipment	Foxton Forensics Software	\$498.00	
				510-006-518-80-49-00	License Renewal - Annual Maint	SurveyMonkey renewal	\$288.00	
			2956 0318	001-008-521-20-32-00	LE-Fuel	Fuel	\$84.98	
				001-008-521-20-43-00	LE-Travel & Per Diem	Parking - Snohomish County Garage	\$6.00	
					LE-Travel & Per Diem	Hotel-FBI Leadership Class-Portland-Dyer	\$570.09	
					LE-Travel & Per Diem	Airfare-FBI Leadership Class-Portland-Dyer	\$163.60	
				001-008-521-20-49-00	LE-Dues & Memberships	Rotary Club Dues-Dyer	\$130.00	
			4517 0318	001-005-518-10-43-00	HR-Travel & Meetings	Business mtg-PW Operations/Mayor/Brazel/Durpos/Smith	\$329.42	
				001-005-518-10-49-01	HR - Staff Development	Registration-Labor Relations Institute 2018-Smith	\$320.00	
			5187 0318	001-007-558-50-43-00	PL-Travel & Mtgs	Parking-2018 Tourism Marketing Support Program	\$8.00	
			5288 0318	101-016-542-30-49-01	ST-Staff Development	Publication:Guide to the Project Mgmt Body of Knowledge/Q&As	\$38.71	
				410-016-531-10-49-01	SW-Staff Development	Publication:Guide to the Project Mgmt Body of Knowledge/Q&As	\$38.70	
			5428 0318	001-008-521-20-31-06	LE-Emergency Mgmt Supplies	Yard Signs/Door Decals	\$48.56	
			6863 0318	001-008-521-20-31-01	LE-Fixed Minor Equipment	Breath Alcohol Testing Supplies	\$216.71	
				001-008-521-20-31-02	LE-Minor Equipment	Dry cleaning services-Parnell	\$35.12	
				001-008-521-20-43-00	LE-Travel & Per Diem	Airfare-NASRO conference-Irwin/Carter	\$872.00	
				001-008-521-40-49-01	LE-Registration Fees	Registration-NASRO conference-Carter	\$500.00	
					LE-Registration Fees	Registration-NW Fire Investigation Symposium-Warbis/Wachteveitl	\$1,007.08	
					LE-Registration Fees	Registration-NASRO conference-Irwin	\$500.00	
			7280 0318	001-008-521-20-31-02	LE-Minor Equipment	Passport supplies-blanket for infants	\$17.17	
					LE-Minor Equipment	Publication:The Big Book of Team Building Games/Safety Vest	\$30.97	
				001-008-521-20-32-00	LE-Fuel	Postage	\$32.50	
				001-008-521-20-42-00	LE-Communication	Postage	\$9.85	
				001-008-521-20-43-00	LE-Travel & Per Diem	Hotel-Unacceptable Employee Behavior-Wenatchee-Anderson	\$126.48	



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Business Card	44721	3/14/2018	7280 0318	001-008-521-20-43-00	LE-Travel & Per Diem	Hotel-Unacceptable Employee Behavior-Wenatchee-Starkenburg	\$126.48
			7638 0318	001-008-521-20-31-02	LE-Minor Equipment	Flash Drive	\$19.59
					LE-Minor Equipment	Surface Pro cases	\$358.07
				001-008-521-20-41-00	LE-Professional Services	Dry cleaning services-Parnell	\$48.73
				001-008-521-20-41-01	LE-Professional Serv-Fixed	Transcription services	\$119.25
			8232 0318	001-001-511-60-49-01	Legislative - Prof. Developmen	Registration-Elected Officials Essentials-Welch	\$125.00
				001-001-511-60-49-02	Legislative-C.C.Retreat	Hotel-City Council Retreat	\$215.50
				001-002-513-11-43-00	AD-Travel & Meetings	MAG meeting-Brazel	\$11.64
				001-002-513-11-49-01	AD-Miscellaneous	WCMA Membership 2018	\$315.00
				001-013-518-20-32-00	GG-Fuel	Fuel	\$38.87
			8484 0318	001-007-558-50-41-03	PL-Advertising	Postcard Mailing-LUA2018-0022	\$54.32
					PL-Advertising	Postcard Mailing-LUA2017-0169	\$108.99
					PL-Advertising	Postcard Mailing-LUA2018-0019	\$27.05
					PL-Advertising	Postcard mailing-LUA2018-0018	\$11.97
					PL-Advertising	Postcard Mailing-LUA2018-0015	\$16.74
					PL-Advertising	Postcard mailing-LUA2017-0151	\$99.40
				001-007-558-50-43-00	PL-Travel & Mtgs	Parking-Snohomish County Garage-Wright	\$6.00
				001-007-558-50-49-00	PL-Miscellaneous	AICP/APA Membership	\$555.00
				001-007-558-50-49-01	PL-Staff Development	PAW 2018 Conference-Machen	\$360.00
					PL-Staff Development	PAW 2018 Conference-Place	\$360.00
					PL-Staff Development	Registration-Public Records Act Essentials-Fenrich	\$95.00
				001-007-559-30-49-01	PB-Staff Development	ECO s Stormwater CESCL training-Williamson	\$175.00
			9438 0318	001-008-521-20-32-00	LE-Fuel	Fuel	\$24.25
			9455 0318	001-008-521-20-31-01	LE-Fixed Minor Equipment	Intelligent Battery Charger	\$60.49
				001-008-521-20-31-02	LE-Minor Equipment	Service/monitoring for Game Camera	\$9.99
					LE-Minor Equipment	Nitrile Gloves	\$235.10
					LE-Minor Equipment	DWI Tox kits	\$59.50
					LE-Minor Equipment	Stinger Tire Spike System	\$959.90
					LE-Minor Equipment	Wiper Blades	\$39.18
				001-008-521-20-32-00	LE-Fuel	Fuel	\$81.80
				001-008-521-20-43-01	LE-Business Meetings	Parking-Sno County Garage-mtg w/Sam Low	\$3.00
				001-008-521-40-49-01	LE-Registration Fees	Registration GRIN Class-Barnes/Wachtveitl/Irwin/Wells	\$300.00



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Business Card	44827						Check Total	\$872.80
		3/22/2018	8877 0318	001-008-521-20-41-00	LE-Professional Services	Database Searches		\$54.45
				001-008-521-20-43-00	LE-Travel & Per Diem	Hotel-Crimes Against Children Conf-Dallas Tx-Parnell		\$818.35
Cadman Inc	44722						Check Total	\$290.92
		3/14/2018	5493554	001-010-576-80-31-03	PK-Lundeen-Op Costs	Asphalt cold mix - Electric light stand at Lundeen Park		\$290.92
	44828						Check Total	\$308.19
		3/22/2018	5497704	410-016-531-10-31-02	SW-Operating Costs	Asphalt tar & tack for Burms		\$308.19
Canon Financial Services Inc	44723						Check Total	\$34.13
		3/14/2018	18316811	101-016-542-30-48-00	ST-Repair & Maintenance	Copier maintenance - City Shop		\$17.06
				410-016-531-10-48-00	SW-Repairs & Maintenance	Copier maintenance - City Shop		\$17.07
Rick Carlson	44829						Check Total	\$7,792.50
		3/22/2018	424594	302-010-594-76-61-04	PM - Eagle Ridge	Dangerous Tree removal-Community Garden		\$8,167.50
				621-000-389-20-00-02	Retainage - Other PW Project	Retainage-AllPhase Brush		(\$375.00)
CDW Government Inc	44724						Check Total	\$1,030.27
		3/14/2018	LSX4187	001-008-521-20-31-02	LE-Minor Equipment	5 Monitors/1 Desk Stand/1 Surface Pro Dock		\$1,030.27
	44830						Check Total	\$1,464.71
		3/22/2018	LWG3861	510-006-518-80-49-13	LR - Firewall Security Subscri	Watchguard XTM		\$653.40
			LWW8454	510-006-518-80-49-13	LR - Firewall Security Subscri	Watchguard XTM		\$326.70
			LWX3155	510-006-518-80-49-13	LR - Firewall Security Subscri	Watchguard XTM		\$484.61
Central Welding Supply	44831						Check Total	\$17.55
		3/22/2018	RN02181008	101-016-544-90-31-02	ST-Operating Cost	Argon welding gas		\$8.78
				410-016-531-10-31-02	SW-Operating Costs	Argon welding gas		\$8.77
Daniel V Christman	44725						Check Total	\$900.00
		3/14/2018	18-303	001-008-521-40-49-01	LE-Registration Fees	Tuition-Basic Bloodstain Pattern Analysis-Warbis/Parnell		\$900.00
CHS Engineers LLC	44832						Check Total	\$2,223.26
		3/22/2018	371702	001-007-558-50-41-01	PL-CA-Developer Reimb	LUA2016-0201 Soper Hill Rd		\$673.53
			371730	101-016-542-30-41-02	ST-Professional Service	LUA2017-0127 O Day BLA		\$763.29
			371801	101-016-542-30-41-02	ST-Professional Service	LUA2018-0006 Arcadia BLA		\$786.44
CIC Valuation Group Inc	44833						Check Total	\$3,562.50
		3/22/2018	17-3098	001-013-518-20-41-00	GG-Professional Service	Appraisal services January 2018		\$3,562.50



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	\$
City of Everett	44726						Check Total	\$740.00
		3/14/2018	I18001136	001-008-554-30-51-00	LE-Animal Control	Animal Shelter services January 2018		\$740.00
	44727						Check Total	\$27.09
		3/14/2018	010340 0218	101-016-543-50-47-00	ST-Utilities	Water services 9306 20th St SE		\$27.09
City of Marysville	44834						Check Total	\$800.00
		3/22/2018	I18001241	001-008-521-40-49-01	LE-Registration Fees	2018 Share of Training Costs per ILA		\$800.00
Co Op Supply	44835						Check Total	\$19,102.92
		3/22/2018	18-003	001-013-512-50-41-00	GG-Municipal Court Fees	Court Citations for February 2018		\$18,142.92
			POLIN18-0015	001-008-523-60-51-00	LE-Jail	Prisoner Housing January 2018		\$960.00
Code Publishing Co Inc	44836						Check Total	\$417.84
		3/22/2018	616307/4	410-016-531-10-31-02	SW-Operating Costs	Straw Bales		\$156.69
			616323/4	301-016-595-30-60-03	T11 - 24th St & 91st Extension	Straw Bales		\$156.69
			616396/4	301-016-595-30-60-03	T11 - 24th St & 91st Extension	Straw Bales		\$104.46
Comcast	44728						Check Total	\$399.88
		3/14/2018	59112	001-003-514-20-41-00	CC-Professional Services	Ordinances 1011-1013 / 1016		\$399.88
Comcast	44729						Check Total	\$156.18
		3/14/2018	1009612 0218	001-013-518-90-49-03	GG-Visitor Center -SnoCo Contr	Internet services - VIC		\$156.18
	44730						Check Total	\$96.18
		3/14/2018	0810218 0218	001-008-521-20-42-00	LE-Communication	Internet services - N Lakeshore Dr		\$96.18
	44837						Check Total	\$96.18
		3/22/2018	0808840 0218	001-010-576-80-42-00	PK-Communication	Internet Services - City Shop		\$32.06
				101-016-543-30-42-00	ST-Communications	Internet Services - City Shop		\$32.06
				410-016-531-10-42-00	SW-Communications	Internet Services - City Shop		\$32.06
	44838						Check Total	\$105.84
Comdata Corporation		3/22/2018	0692756 0218	001-008-521-20-42-00	LE-Communication	Internet services - Market Place		\$105.84
	44839						Check Total	\$161.18
		3/22/2018	1012996 0218	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic Signal Control		\$161.18
	44840						Check Total	\$146.18
		3/22/2018	0991976	001-010-576-80-42-00	PK-Communication	Internet services - Parks & Rec office at VIC		\$146.18
Comdata Corporation	44841						Check Total	\$2,336.04
		3/22/2018	20291817	001-008-521-20-32-00	LE-Fuel	Fuel		\$2,336.04



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Crandall Arambula PC	44731	3/14/2018	17 amended	001-007-558-70-41-00	PL-Economic Devel	LS Downtown	\$7,200.00	
			9	302-010-594-76-61-01	PM - North Cove Capital	North Cove Park Master Plan		\$4,538.00
Crystal Springs	44842	3/22/2018	16015194030318	001-008-521-50-30-00	LE-Facilities Supplies	Bottled Water	\$456.12	\$110.34
			5249844300118	001-007-558-50-31-01	PL-Operating Costs	Bottled Water		\$73.39
				001-007-559-30-31-01	PB-Operating Cost	Bottled Water		\$47.03
				001-013-518-20-31-00	GG-Operating	Bottled Water		\$47.03
				101-016-544-90-31-02	ST-Operating Cost	Bottled Water		\$89.17
				410-016-531-10-31-02	SW-Operating Costs	Bottled Water		\$89.16
Datec Inc	44732	3/14/2018	33563	510-006-518-80-31-00	Purchase Computer Equipment	USB Printers (Engine) 200 DPI/Honeywell SECTOR Scanners	\$9,658.58	
Dept of Emergency Management	44733	3/14/2018	I000465334	001-013-525-10-51-00	GG-Emergency	Q1 2018 Emergency Services	\$9,683.08	
Dept of Retirement (Deferred Comp)	0	3/14/2018	031518	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,995.00	
Dept of Revenue	0	3/22/2018	FEB2018	001-008-521-20-31-01	LE-Fixed Minor Equipment	February 2018 UseTaxes	\$1,975.16	
				001-013-518-90-49-06	GG-Excise Tax	February 2018 Excise Taxes		\$78.69
				510-006-594-18-64-00	Capital - Purch Computer Equip	February 2018 UseTaxes		\$376.85
								\$1,519.62
Dept of Transportation	44843	3/22/2018	RE41 JZ0016L001	301-016-595-30-60-03	T11 - 24th St & 91st Extension	SR9 & 24th DOC Review & Inspection w/WSDOT	\$473.31	
Dicks Towing Inc	44844	3/22/2018	171970	001-008-521-20-41-00	LE-Professional Services	Towing services case # 2018-3900	\$126.16	
Dunlap Industrial Hardware	44845	3/22/2018	1403083-01 1403701-01	001-010-576-80-31-00	PK-Operating Costs	Winter coveralls	\$181.79	
				101-016-542-90-31-01	ST-Clothing	New Hire Pants-Young		\$93.23
				410-016-531-10-31-00	SW-Clothing	New Hire Pants-Young		\$44.28
								\$44.28
Eric Durpos	44734	3/14/2018	030618	410-016-531-10-43-00	SW-Travel & Meetings	PerDiem-AWWA Conference-Tacoma WA-Durpos	\$58.00	



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Economic Alliance Sno Co	44846	3/22/2018	2018-196	001-001-511-60-43-00	Legislative - Travel & Mtgs	State of the Station 4/12/18	\$280.00	\$280.00
Electronic Federal Tax Pmt System EFTPS	0	3/14/2018	031518	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$74,224.37	\$74,224.37
Electronic Business Machines	44847	3/22/2018	AR93969	001-008-521-50-48-00	LE-Facility Repair & Maint	Copier repair & maintenance	\$290.12	
			AR94935	101-016-542-30-48-00	ST-Repair & Maintenance	Copier repair & maintenance	\$23.79	
				410-016-531-10-48-00	SW-Repairs & Maintenance	Copier repair & maintenance	\$23.79	
			AR95203	001-013-518-20-48-00	GG-Repair & Maintenance	Copier repair & maintenance	\$525.12	
Justin Evans	44735	3/14/2018	030218	101-016-542-30-49-00	ST-Miscellaneous	CDL License	\$102.00	
Everett Safe and Lock Inc	44848	3/22/2018	51941	001-008-521-20-31-02	LE-Minor Equipment	Lock change and duplicate keys	\$89.30	
			52144	001-008-521-20-31-02	LE-Minor Equipment	Lock installation	\$87.06	
Everett Stamp Works	44736	3/14/2018	23746	001-010-576-80-31-00	PK-Operating Costs	Gazebo sign	\$109.93	
Everett Steel	44849	3/22/2018	211453	101-016-544-90-31-02	ST-Operating Cost	Sno Plow Racks	\$1,438.25	
Fastenal Company	44737	3/14/2018	WAEV137980	001-010-576-80-31-00	PK-Operating Costs	Bee sting relief kit	\$5.36	
				101-016-544-90-31-02	ST-Operating Cost	Bee sting relief kit	\$5.36	
				410-016-531-10-31-02	SW-Operating Costs	Bee sting relief kit	\$5.36	
			WAEV138085	101-016-544-90-31-02	ST-Operating Cost	Safety glasses/409/Leather bottom bucket	\$133.90	
				410-016-531-10-31-02	SW-Operating Costs	Safety glasses/409/Leather bottom bucket	\$133.89	
FBI - LEEDA	44738	3/14/2018	200015699	001-008-521-40-49-01	LE-Registration Fees	Reg fees-Executive Leadership training-Portland OR-Dyer	\$650.00	
	44850	3/22/2018	200016416	001-008-521-40-49-01	LE-Registration Fees	Registration-Basic Supervisor Liability-Summers	\$350.00	
Feldman and Lee	44739	3/14/2018	FEB2018	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender Services February 2018	\$10,000.00	
			SocialServices	001-011-515-91-41-01	Social Worker Program (Grant)	Social Service Clients served from Lake Stevens	\$3,975.00	



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Feldman and Lee	44739	3/14/2018	SocialServices	001-011-589-40-00-00	Grant Exp - Arlington	Social Service Clients served from Arlington	\$3,975.00
Financial Consulting Solutions Group	44740					Check Total	\$1,262.64
		3/14/2018	2563-21802015	001-004-514-23-41-00	FI-Professional Service	Strategic Financial Plan Consulting	\$1,262.64
Donna Foster	44851					Check Total	\$691.25
		3/22/2018	2767-21803017	001-004-514-23-41-00	FI-Professional Service	Stormwater Rate Study	\$691.25
Ariane Fox	44741					Check Total	\$24.91
		3/14/2018	39388	001-008-521-20-31-00	LE-Office Supplies	K9 Proposal Presentations	\$24.91
Freightliner NW	44852					Check Total	\$19.00
		3/22/2018	012418	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Dealing w/Difficult People-Everett Wa-A Fox	\$19.00
Frontier	44742					Check Total	\$175.88
		3/14/2018	PC302036909:01	101-015-543-30-31-00	ME - Operating Costs	Bumper - PW65	\$175.88
	44743					Check Total	\$80.15
		3/14/2018	4253340835 0218	001-013-518-20-42-00	GG-Communication	City Hall Fax Line	\$26.72
				101-016-543-30-42-00	ST-Communications	City Hall Fax Line	\$26.72
				410-016-531-10-42-00	SW-Communications	City Hall Fax Line	\$26.71
	44744					Check Total	\$93.46
		3/14/2018	4252123320 0218	001-012-575-30-42-00	CS-Historical-Communications	Telephone - Museum	\$93.46
	44745					Check Total	\$68.94
		3/14/2018	4253979674 0218	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic Control Modem	\$68.94
Glen Gardner	44746					Check Total	\$162.75
		3/14/2018	633	001-008-521-20-31-02	LE-Minor Equipment	Install LED dash light on Chiefs 2014 Impala	\$162.75
GCR Tire & Service	44747					Check Total	\$256.57
		3/14/2018	801-40174	101-016-544-90-31-02	ST-Operating Cost	Spare tires	\$128.29
				410-016-531-10-31-02	SW-Operating Costs	Spare tires	\$128.28
Glens Welding and Machine Inc	44748					Check Total	\$47.80
		3/14/2018	S10603 S13502	001-010-576-80-31-00	PK-Operating Costs	Weed eater handle	\$16.83
				101-016-544-90-31-02	ST-Operating Cost	Nuts/Bolts	\$15.49
				410-016-531-10-31-02	SW-Operating Costs	Nuts/Bolts	\$15.48



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Glens Welding and Machine Inc	44853	3/22/2018	S10780	101-016-542-30-45-00	ST-Rentals-Leases	Air Compressor & Jack Hammer Rental	\$666.47	\$666.47
Government Computer Sales	44854	3/22/2018	83320	510-006-594-18-64-00	Capital - Purch Computer Equip	400GB Solid State Drives	\$6,811.70	\$6,811.70
Grainger	44749	3/14/2018	9692911499	101-016-544-90-31-02	ST-Operating Cost	Boot brush scrappers	\$71.02	
				410-016-531-10-31-02	SW-Operating Costs	Boot brush scrappers	\$71.03	
			9699600616	101-016-544-90-31-02	ST-Operating Cost	Ear Muffs	\$33.02	
				410-016-531-10-31-02	SW-Operating Costs	Ear Muffs	\$33.02	
			9706651503	001-007-558-50-31-01	PL-Operating Costs	Janitorial Supplies	\$15.52	
				001-008-521-20-31-01	LE-Fixed Minor Equipment	Janitorial Supplies	\$67.88	
				001-010-576-80-31-00	PK-Operating Costs	Janitorial Supplies	\$34.90	
				001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Supplies	\$21.33	
				001-013-518-20-31-00	GG-Operating	Janitorial Supplies	\$19.39	
				101-016-544-90-31-02	ST-Operating Cost	Janitorial Supplies	\$17.46	
				410-016-531-10-31-02	SW-Operating Costs	Janitorial Supplies	\$17.45	
Granite Construction Supply	44750	3/14/2018	262_00070994	101-016-542-64-31-00	ST-Traffic Control - Supply	Delineator Diamond Posts/Bases	\$197.46	
			262_00070997	101-016-542-64-31-00	ST-Traffic Control - Supply	Signs	\$285.22	
	44855	3/22/2018	262_00071049	101-016-544-90-31-02	ST-Operating Cost	Flashlight/Gloves/Batteries/Broom	\$228.73	
				410-016-531-10-31-02	SW-Operating Costs	Flashlight/Gloves/Batteries/Broom	\$228.72	
			262_00071077	101-016-542-64-31-00	ST-Traffic Control - Supply	Signs	\$109.70	
			262_00071237	001-010-576-80-31-01	PK-Ops-Clothing	Hoodies/Tee shirts - J Stevens	\$96.02	
				101-016-542-90-31-01	ST-Clothing	Hoodies/Tee shirts - J Stevens	\$96.01	
				410-016-531-10-31-00	SW-Clothing	Hoodies/Tee shirts - J Stevens	\$96.01	
			262_00071238	001-010-576-80-31-01	PK-Ops-Clothing	Hoodies/Tee shirts - R Ubert	\$107.37	
				101-016-542-90-31-01	ST-Clothing	Hoodies/Tee shirts - R Ubert	\$107.37	
				410-016-531-10-31-00	SW-Clothing	Hoodies/Tee shirts - R Ubert	\$107.36	
			262_00071245	001-010-576-80-31-01	PK-Ops-Clothing	Hoodies/Tee shirts - P Stevens	\$102.59	
				101-016-542-90-31-01	ST-Clothing	Hoodies/Tee shirts - P Stevens	\$102.60	
				410-016-531-10-31-00	SW-Clothing	Hoodies/Tee shirts - P Stevens	\$102.60	



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
HB Jaeger Co LLC	44751						\$492.87
		3/14/2018	197159/1	302-010-594-76-61-02	PM - Lundeen Park Capital	Electric light stand-Lundeen Restoration	\$57.58
			197160/1	302-010-594-76-61-02	PM - Lundeen Park Capital	Electric light stand-Lundeen Restoration	\$435.29
HERC Rentals Inc	44752						\$3,484.80
		3/14/2018	29798635-002	301-016-595-30-60-03	T11 - 24th St & 91st Extension	650 Bull Dozer rental 91st extension	\$3,484.80
Kurt Hilt	44753						\$200.56
		3/14/2018	030218	001-001-511-60-43-00	Legislative - Travel & Mtgs	Mileage-City Action Days/Council retreat-Hilt	\$200.56
Michael Hingtgen	44856						\$227.00
		3/22/2018	011118	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Safariland ICP Instructor-Chehalis Wa-Hingtgen	\$227.00
Honey Bucket	44754						\$335.50
		3/14/2018	0550569482	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket Rental Boat Launch	\$218.00
			0550569483	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket Rental Community Garden	\$117.50
HSA Bank	44755						\$149.00
		3/14/2018	031518	001-000-284-00-00-00	Payroll Liability Other	Health Savings Account Employee Contributions	\$149.00
HW Lochner Inc	44756						\$54,356.28
		3/14/2018	8	303-016-595-30-60-02	T11 - 24th ST & 91st Extension	24th Street SE Extension project	\$54,356.28
Industrial Supply Inc	44757						\$199.39
		3/14/2018	614671	101-016-544-90-31-02	ST-Operating Cost	Blade/Bracket/handle	\$99.70
				410-016-531-10-31-02	SW-Operating Costs	Blade/Bracket/handle	\$99.69
Dennis Irwin	44857						\$349.00
		3/22/2018	022218	001-008-521-21-43-00	LE-Boating-Travel & Per Diem	PerDiem-Boating Collision-Hillsboro OR-Irwin	\$349.00
ISOutsource	44758						\$1,312.50
		3/14/2018	CW211297	001-006-518-80-41-00	IT-Professional Services	IT consulting services	\$1,312.50
J Thayer Company Inc	44759						\$115.03
		3/14/2018	1226854-0	001-008-521-20-31-00	LE-Office Supplies	Tape/cups	\$30.84
			1228673-0	001-006-518-80-31-00	IT-Office Supplies	Eraser/markers	\$10.43
				001-007-559-30-31-00	PB-Office Supplies	Labels	\$35.38
				001-013-518-20-31-00	GG-Operating	Towels/staples/cleaner/markers/CDs	\$67.93
			C1224824-0	001-004-514-23-31-00	FI-Office Supplies	Pocket File return	(\$29.55)
	44858						\$1,544.43
		3/22/2018	1228086-0	001-008-521-20-31-00	LE-Office Supplies	Envelopes/Toner	\$151.34



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
J Thayer Company Inc	44858	3/22/2018	1231923-0	101-016-544-90-31-02	ST-Operating Cost	Wypall light duty wipers	\$545.43
				410-016-531-10-31-02	SW-Operating Costs	Wypall light duty wipers	\$545.42
			1232409-0	001-007-558-50-31-01	PL-Operating Costs	Janitorial Supplies	\$12.97
				001-008-521-20-31-01	LE-Fixed Minor Equipment	Janitorial Supplies	\$56.75
				001-010-576-80-31-00	PK-Operating Costs	Janitorial Supplies	\$29.18
				001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Supplies	\$17.83
				001-013-518-20-31-00	GG-Operating	Janitorial Supplies	\$16.21
				101-016-544-90-31-02	ST-Operating Cost	Janitorial Supplies	\$14.59
				410-016-531-10-31-02	SW-Operating Costs	Janitorial Supplies	\$14.59
			1232781-0	001-007-558-50-31-00	PL-Office Supplies	Folders/Laminated Pouches/Tape	\$52.50
				001-007-559-30-31-00	PB-Office Supplies	Folders/Laminated Pouches/Tape	\$52.50
				001-013-518-20-31-00	GG-Operating	Paper/Pens/Scissors	\$35.12
James Transmission Service	44859					Check Total	\$834.62
		3/22/2018	20610	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Install & Program Transmission Control Module PT55	\$834.62
Johns Cleaning Service	44860					Check Total	\$24.37
		3/22/2018	2597	001-008-521-20-41-00	LE-Professional Services	Uniform cleaning	\$24.37
Kaiser Permanente	44760					Check Total	\$190.00
		3/14/2018	66669461	001-010-576-80-41-00	PK-Professional Services	Commercial Drivers Employee Medical Exams	\$63.34
				101-016-542-30-41-02	ST-Professional Service	Commercial Drivers Employee Medical Exams	\$63.33
				410-016-531-10-41-01	SW-Professional Services	Commercial Drivers Employee Medical Exams	\$63.33
Joshua Kilroy	44861					Check Total	\$95.00
		3/22/2018	123017	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Krav Haga-Everett WA-Kilroy	\$95.00
Ronald J King	44761					Check Total	\$110.00
		3/14/2018	22158	001-010-576-80-41-00	PK-Professional Services	Annual Backflow Assembly Certification-Lundeen Park	\$110.00
Lake Industries LLC	44762					Check Total	\$156.12
		3/14/2018	275195	101-016-542-66-31-00	ST-Snow & Ice - Sply	Washed Screened Sand for roads	\$156.12
	44862					Check Total	\$709.59
		3/22/2018	275206	101-016-542-66-31-00	ST-Snow & Ice - Sply	Washed Screened Sand	\$182.11
			275212	101-016-542-66-31-00	ST-Snow & Ice - Sply	Washed Screened Sand	\$167.48
			34862	001-010-576-80-31-00	PK-Operating Costs	Hauling rock in and Spoil Oil	\$46.66
				101-016-544-90-31-02	ST-Operating Cost	Hauling rock in and Spoil Oil	\$46.67



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Lake Industries LLC	44862	3/22/2018	34862	410-016-531-10-31-02	SW-Operating Costs	Hauling rock in and Spoil Oil	\$46.67
			34899	301-016-595-30-60-03	T11 - 24th St & 91st Extension	Concrete with metal hauled in by the yard	\$220.00
Lake Stevens Chamber of Commerce	44763						Check Total \$1,500.00
		3/14/2018	APRIL2018	001-013-518-90-49-01	GG-Chamber of Commerce	April 2018 Contributions for VIC	\$1,500.00
Lake Stevens Fire	44764						Check Total \$250.00
		3/14/2018	10663	001-013-518-20-31-00	GG-Operating	2017-2018 Annual Fire Inspection-City Hall	\$95.00
			10666	001-012-575-30-47-00	CS-Historical-Utilities	2017-2018 Annual Fire Inspection-Museum	\$155.00
Lake Stevens Police Guild	44765						Check Total \$1,084.00
		3/14/2018	031518	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,084.00
Lake Stevens School District	44766						Check Total \$2,004.89
		3/14/2018	0017180078	001-007-559-30-32-00	PB-Fuel	Fuel	\$67.11
				001-008-521-20-32-00	LE-Fuel	Fuel	\$985.50
				101-016-542-30-32-00	ST-Fuel	Fuel	\$476.14
				410-016-531-10-32-00	SW-Fuel	Fuel	\$476.14
	44863						Check Total \$8,716.50
		3/22/2018	0017180091	001-007-559-30-32-00	PB-Fuel	Fuel	\$153.96
				001-008-521-20-32-00	LE-Fuel	Fuel	\$4,091.51
				101-016-542-30-32-00	ST-Fuel	Fuel	\$2,209.03
				410-016-531-10-32-00	SW-Fuel	Fuel	\$2,072.00
		3201617110	001-001-511-60-45-01	Legislative - Rentals	Council chamber rental January - February 2018		\$190.00
Lake Stevens Sewer District	44767						Check Total \$946.00
		3/14/2018	032018	001-008-521-50-47-00	LE-Facility Utilities	Sewer - N Lakeshore Dr	\$86.00
					LE-Facility Utilities	Sewer - Police Station	\$86.00
				001-010-576-80-47-00	PK-Utilities	Sewer - Lundeen Park	\$172.00
				001-012-572-20-47-00	CS-Library-Utilities	Sewer - Library	\$86.00
				001-013-518-20-47-00	GG-Utilities	Sewer - Family Center	\$86.00
					GG-Utilities	Sewer - City Hall	\$172.00
					GG-Utilities	Sewer - Vacant Houses 20th St SE	\$86.00
					GG-Utilities	Sewer - Permit Center	\$86.00
				101-016-543-50-47-00	ST-Utilities	Sewer - 99th Ave SE Property	\$86.00



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Lakeside Industries	44768	3/14/2018	39499	001-007-558-50-31-01	PL-Operating Costs	Janitorial Supplies	\$126.32	
				001-008-521-20-31-01	LE-Fixed Minor Equipment	Janitorial Supplies	\$552.67	
				001-010-576-80-31-00	PK-Operating Costs	Janitorial Supplies	\$284.23	
				001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Supplies	\$173.70	
				001-013-518-20-31-00	GG-Operating	Janitorial Supplies	\$157.91	
				101-016-544-90-31-02	ST-Operating Cost	Janitorial Supplies	\$142.11	
				410-016-531-10-31-02	SW-Operating Costs	Janitorial Supplies	\$142.11	
Language Line Svc Inc	44864	3/22/2018	4268909	001-008-521-20-41-01	LE-Proessional Serv-Fixed	Translation services	\$47.90	
LeadsonlineLLC	44865	3/22/2018	244664	001-008-521-20-41-01	LE-Proessional Serv-Fixed	Investigation System Service	\$1,908.00	
Lemay Mobile Shredding	44769	3/14/2018	4557002	001-013-518-20-41-00	GG-Professional Service	Shredding services	\$4.83	
	44866	3/22/2018	4557001	001-008-521-20-41-01	LE-Proessional Serv-Fixed	Shredding services	\$32.48	
Les Schwab Tire Center	44867	3/22/2018	40200380240	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Tire repair & replacement PT67	\$319.22	
LN Curtis & Sons	44770	3/14/2018	INV157313	001-008-521-20-31-02	LE-Minor Equipment	Required shirts for basic medical training-Bassett	\$141.73	
			INV162330	001-008-521-20-31-05	LE-Equipment - New Officers	Name Patch - Jewell	\$36.97	
			INV162763	001-008-521-20-31-02	LE-Minor Equipment	Short sleeve Polo shirts-Brooks	\$76.73	
	44868	3/22/2018	INV163805	001-008-521-20-31-02	LE-Minor Equipment	Hat Straps-Dyer/Brooks/Beazizo	\$42.47	
			INV163823	001-008-521-20-31-02	LE-Minor Equipment	Alterations-Dress Coat-Dyer	\$93.50	
			INV163983	001-008-521-20-31-05	LE-Equipment - New Officers	Uniform pants-Jewell	\$84.89	
			INV164095	001-008-521-20-31-02	LE-Minor Equipment	Short sleeve Base Shirt-Ubert	\$72.91	
			INV166035	001-008-521-20-31-02	LE-Minor Equipment	Shoulder Patches	\$191.66	
			INV166037	001-008-521-20-31-02	LE-Minor Equipment	Shoulder patches	\$708.19	
			INV166521	001-008-521-20-31-02	LE-Minor Equipment	Pants - J Anderson	\$129.95	
			INV166696	001-008-521-20-31-02	LE-Minor Equipment	Dress Coat - Dyer	\$272.25	



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
LN Curtis & Sons	44868	3/22/2018	INV167508	001-008-521-21-26-00	LE-Boating Clothing	Polo shirt - P Bassett	\$77.26
Lowes Companies	44771					Check Total	\$37.32
		3/14/2018	907029	001-012-569-00-31-00	CS-Aging Services-Supplies	Door stoppers for Senior Center	\$37.32
Christopher Lyons	44869					Check Total	\$190.00
		3/22/2018	030618	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Basic Collision-Marysville Wa-Lyons	\$95.00
			123017	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Krav Maga-Everett Wa-Lyons	\$95.00
Makers Architecture and Urban Design	44772					Check Total	\$443.75
		3/14/2018	1707-10	001-013-594-18-60-03	GG - Chapel Hill	Chapel Hill Civic Center Site Development Plan	\$443.75
Nicholas Minzahor	44870					Check Total	\$850.00
		3/22/2018	Carter/Irwin	001-008-521-40-49-01	LE-Registration Fees	Registration-Single Officer Response Training-Carter/Irwin	\$850.00
Monroe Correctional Complex	44773					Check Total	\$697.21
		3/14/2018	MCC1801-775	001-010-576-80-48-00	PK-Repair & Maintenance	DOC Crew work - January 2018	\$221.58
				101-016-542-30-48-00	ST-Repair & Maintenance	DOC Crew work - January 2018	\$393.10
				410-016-531-10-48-00	SW-Repairs & Maintenance	DOC Crew work - January 2018	\$82.53
Motorola	44774					Check Total	\$6,517.16
		3/14/2018	13161621	001-008-521-20-31-02	LE-Minor Equipment	7/800 Single Band APX7500 serial # 656CTH0078 for motorcycle	\$4,338.42
			13183858	001-008-521-20-31-02	LE-Minor Equipment	Secure Boards	\$1,420.34
			13191184	001-008-521-20-31-02	LE-Minor Equipment	Analog 3600 Trunking	\$758.40
MPH Industries Inc	44775					Check Total	\$3,577.37
		3/14/2018	6003402	001-008-594-21-63-00	LE-Capital Outlays Equipment	Radar for PT77 & PT78 - 2018 replacement vehicles	\$1,192.46
				520-008-594-21-63-00	Capital Equipment	Radar for PT77 & PT78 - 2018 replacement vehicles	\$2,384.91
Nationwide Retirement Solution	0					Check Total	\$2,875.00
		3/14/2018	031518	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$2,875.00
NCW Chptr of ICC	44871					Check Total	\$355.00
		3/22/2018	031918	001-007-559-30-49-01	PB-Staff Development	Registration fee Building Official ICC-Williamson	\$355.00
New York Life	44710					Check Total	\$6,603.90
		3/5/2018	DEC2017	001-002-513-11-20-00	AD-Benefits	Life/Disability Insurance Premiums	\$52.99
				001-003-514-20-20-00	CC-Benefits	Life/Disability Insurance Premiums	\$67.54
				001-004-514-23-20-00	FI-Benefits	Life/Disability Insurance Premiums	\$117.66



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
New York Life	44710	3/5/2018	DEC2017	001-005-518-10-20-00	HR-Benefits	Life/Disability Insurance Premiums	\$48.77
				001-006-518-80-20-00	IT-Benefits	Life/Disability Insurance Premiums	\$83.90
				001-007-558-50-20-00	PL-Benefits	Life/Disability Insurance Premiums	\$328.46
				001-007-559-30-20-00	PB-Benefits	Life/Disability Insurance Premiums	\$133.95
				001-008-521-20-20-00	LE-Benefits	Life/Disability Insurance Premiums	\$1,381.31
				001-010-576-80-20-00	PK-Benefits	Life/Disability Insurance Premiums	\$124.47
				001-013-518-30-20-00	GG-Benefits	Life/Disability Insurance Premiums	\$42.57
				101-016-542-30-20-00	ST-Benefits	Life/Disability Insurance Premiums	\$458.95
				401-070-535-10-20-00	SE-Benefits	Life/Disability Insurance Premiums	\$6.22
				410-016-531-10-20-00	SW-Benefits	Life/Disability Insurance Premiums	\$429.42
		JAN2018		001-002-513-11-20-00	AD-Benefits	Life/Disability Insurance Premiums	\$52.99
				001-003-514-20-20-00	CC-Benefits	Life/Disability Insurance Premiums	\$67.54
				001-004-514-23-20-00	FI-Benefits	Life/Disability Insurance Premiums	\$117.66
				001-005-518-10-20-00	HR-Benefits	Life/Disability Insurance Premiums	\$48.77
				001-006-518-80-20-00	IT-Benefits	Life/Disability Insurance Premiums	\$83.90
				001-007-558-50-20-00	PL-Benefits	Life/Disability Insurance Premiums	\$328.46
				001-007-559-30-20-00	PB-Benefits	Life/Disability Insurance Premiums	\$133.95
				001-008-521-20-20-00	LE-Benefits	Life/Disability Insurance Premiums	\$1,427.08
				001-010-576-80-20-00	PK-Benefits	Life/Disability Insurance Premiums	\$125.04
				001-013-518-30-20-00	GG-Benefits	Life/Disability Insurance Premiums	\$42.86
				101-016-542-30-20-00	ST-Benefits	Life/Disability Insurance Premiums	\$461.52
				401-070-535-10-20-00	SE-Benefits	Life/Disability Insurance Premiums	\$6.22
				410-016-531-10-20-00	SW-Benefits	Life/Disability Insurance Premiums	\$431.70
North Sound Hose Fittings Inc	44776					Check Total	\$78.69
		3/14/2018	N001406	101-015-543-30-31-00	ME - Operating Costs	Hose Assembly - PW70	\$39.15
				410-015-531-10-31-00	ME - Operating Costs	Hose Assembly - PW70	\$39.15
		N001667		101-015-543-30-31-00	ME - Operating Costs	O rings for PW23	\$0.19
				410-015-531-10-31-00	ME - Operating Costs	O rings for PW23	\$0.20
O Reilly Auto Parts	44777					Check Total	\$237.75
		3/14/2018	2960-405536	101-015-543-30-31-00	ME - Operating Costs	Horn and Markers - PW19	\$59.11
				410-015-531-10-31-00	ME - Operating Costs	Horn and Markers - PW19	\$59.10
		2960-405565		101-015-543-30-31-00	ME - Operating Costs	Strobe light - PW65	\$48.77



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
O Reilly Auto Parts	44777	3/14/2018	2960-407795	101-015-543-30-31-00	ME - Operating Costs	Fuel Pump - PW70	\$35.38
				410-015-531-10-31-00	ME - Operating Costs	Fuel Pump - PW70	\$35.39
	44872					Check Total	\$8.69
		3/22/2018	2960-409668	001-008-521-20-31-02	LE-Minor Equipment	Car Washing supplies	\$8.69
Office of The State Treasurer	44778	3/14/2018	FEB2018	633-000-589-30-00-03	State Building Permit Remit	February 2018 State Court Fees	\$157.50
				633-000-589-30-00-04	Vehicle License Fraud Account	February 2018 State Court Fees	\$22.27
				633-000-589-30-00-07	Public Safety And Ed. 1986	February 2018 State Court Fees	\$9,494.60
				633-000-589-30-00-08	Public Safety And Education	February 2018 State Court Fees	\$5,734.96
				633-000-589-30-00-09	Judicial Information System-Ci	February 2018 State Court Fees	\$3,581.23
				633-000-589-30-00-12	Trauma Care	February 2018 State Court Fees	\$1,092.95
				633-000-589-30-00-13	School Zone Safety	February 2018 State Court Fees	\$333.19
				633-000-589-30-00-14	Public Safety Ed #3	February 2018 State Court Fees	\$114.47
				633-000-589-30-00-15	Auto Theft Prevention	February 2018 State Court Fees	\$1,574.33
				633-000-589-30-00-16	HWY Safety Act	February 2018 State Court Fees	\$95.27
				633-000-589-30-00-17	Death Inv Acct	February 2018 State Court Fees	\$34.81
				633-000-589-30-00-18	WSP Highway Acct	February 2018 State Court Fees	\$197.44
Outcomes by Levy LLC	44779	3/14/2018	2018-02-LS	001-013-511-70-40-00	Lobbying Services	Legislative/Regulatory Consulting for February 2018	\$4,790.22
Owen Equipment Company	44873	3/22/2018	00087683	101-015-543-30-31-00	ME - Operating Costs	Light Flush MT - PW65	\$193.54
Pacific Logging LLC	44780	3/14/2018	22586	301-016-595-30-60-03	T11 - 24th St & 91st Extension	Hauling excavator w/extra bucket from 21st to City Shop	\$300.00
		3/22/2018	22648	301-016-595-30-60-03	T11 - 24th St & 91st Extension	Haul Excavator from shop to 21st St SE	\$300.00
Kristen Parnell	44781	3/14/2018	022018	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Trial-Parnell	\$57.00
		3/22/2018	111617	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Sudden Infant Death Training-Burien Wa-	\$222.00
Partsmaster	44782	3/14/2018	23252713	101-016-544-90-31-02	ST-Operating Cost	Clamp assortment and Rack	\$150.45



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Partsmaster	44782	3/14/2018	23252713	410-016-531-10-31-02	SW-Operating Costs	Clamp assortment and Rack	\$150.44
Perteet Inc	44876					Check Total	\$2,159.23
		3/22/2018	20120176.001-33	301-016-544-40-41-00	Street Op - P&D - 20th St SE	20th Street SE Phase II-Segment 1 Design	\$2,159.23
Platt Electric Supply	44877					Check Total	\$1,490.90
		3/22/2018	P748377	101-016-544-90-31-02	ST-Operating Cost	LED street lights	\$1,288.98
			P881762	001-012-569-00-31-00	CS-Aging Services-Supplies	Wire/electricla supplies for garage at Senior Center	\$201.92
Powerplan	44783					Check Total	\$995.21
		3/14/2018	2420538	410-015-531-10-31-00	ME - Operating Costs	Fuel pump repair PW26	\$995.21
Praetorian Group Inc	44784					Check Total	\$3,052.00
		3/14/2018	010134-0012	001-008-521-40-49-03	LE- Staff Development - BLEA	PoliceOne Academy subscription 2018-2019 training	\$3,052.00
Puget Sound Energy	44878					Check Total	\$352.32
		3/22/2018	24316495 0318	001-010-576-80-47-00	PK-Utilities	Natural Gas-City Shop	\$117.44
				101-016-543-50-47-00	ST-Utilities	Natural Gas-City Shop	\$117.44
				410-016-531-10-47-00	SW-Utilities	Natural Gas-City Shop	\$117.44
	44879					Check Total	\$188.49
		3/22/2018	3723810 0318	001-008-521-50-47-00	LE-Facility Utilities	Natural Gas-N Lakeshore Drive	\$188.49
Kathleen Pugh	44880					Check Total	\$284.88
		3/22/2018	030918	001-003-514-20-43-00	CC-Travel & Meetings	PerDiem & Mileage-Clerks Conf-Pasco Wa-Pugh	\$284.88
Registry of Court	44881					Check Total	\$20,000.00
		3/22/2018	Perry	301-016-544-40-41-00	Street Op - P&D - 20th St SE	20th Street SE/Perry Possession & Use Agreement	\$20,000.00
Republic Services 197	44785					Check Total	\$1,595.88
		3/14/2018	0197-002231762	001-010-576-80-31-00	PK-Operating Costs	Dumpster services - City Shop	\$454.22
				101-016-542-30-45-00	ST-Rentals-Leases	Dumpster Rental - City Shop	\$116.62
				101-016-544-90-31-02	ST-Operating Cost	Dumpster services - City Shop	\$454.21
				410-016-531-10-31-02	SW-Operating Costs	Dumpster services - City Shop	\$454.21
				410-016-531-10-45-00	SW-Equipment Rental	Dumpster Rental - City Shop	\$116.62
	44786					Check Total	\$464.80
		3/14/2018	0197-002231585	001-010-576-80-31-00	PK-Operating Costs	Dumpster svcs - Lundein Park	\$443.76
				001-010-576-80-45-00	PK-Equipment Rental	Dumpster rental - Lundein Park	\$21.04



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Republic Services 197	44787						Check Total	\$134.69
		3/14/2018	0197-002232396	001-013-518-20-31-00	GG-Operating	Dumpster services - City Hall		\$118.49
				001-013-518-20-45-00	GG-Equipment Rental	Dumpster rental - City Hall		\$16.20
Right On Heating & Sheet Metal Inc	44882						Check Total	\$1,029.11
		3/22/2018	23449	001-012-575-50-48-00	CS-Community Center - R & M	HVAC service - Community Center		\$397.49
			23450	001-010-576-80-48-00	PK-Repair & Maintenance	HVAC service - City Shop		\$210.54
				101-016-542-30-48-00	ST-Repair & Maintenance	HVAC service - City Shop		\$210.54
				410-016-531-10-48-00	SW-Repairs & Maintenance	HVAC service - City Shop		\$210.54
Christopher Schedler	44883						Check Total	\$380.00
		3/22/2018	013118	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem & Mileage-Clerks Conf-Pasco Wa-Schedler		\$380.00
Seattle Pump and Equipment	44788						Check Total	\$1,224.04
		3/14/2018	18-0974	410-015-531-10-31-00	ME - Operating Costs	Metal Elbow for PW26		\$1,224.04
SirennetCom	44789						Check Total	\$834.17
		3/14/2018	0225135-IN	520-008-594-21-63-00	Capital Equipment	Light bars and Sirens new Police Vehicles		\$834.17
	44884						Check Total	\$3,855.89
		3/22/2018	0225580-IN	520-008-594-21-63-00	Capital Equipment	Light bars & Sirens PT78/PT80 & PT79		\$2,723.29
			0226050-IN	520-008-594-21-63-00	Capital Equipment	Lightbar I-18-77		\$1,132.60
SiteImprove Inc	44790						Check Total	\$4,530.00
		3/14/2018	54003	510-006-518-80-49-01	LR - SiteImprove Website Optim	SiteImprove - Website Optimization		\$4,530.00
Six Robblees Inc	44791						Check Total	\$471.54
		3/14/2018	14-363457	101-015-543-30-31-00	ME - Operating Costs	Warning LED Flashing Lights PW65		\$155.94
			14-363845	101-015-543-30-31-00	ME - Operating Costs	Controller for PW23 Snow Plow		\$157.80
				410-015-531-10-31-00	ME - Operating Costs	Controller for PW23 Snow Plow		\$157.80
	44885						Check Total	\$92.70
		3/22/2018	14-364627	101-016-544-90-31-02	ST-Operating Cost	Tiedown ratchets PW63		\$46.35
				410-016-531-10-31-02	SW-Operating Costs	Tiedown ratchets PW63		\$46.35
Smernis Enterprises	44886						Check Total	\$174.51
		3/22/2018	387593	001-008-521-20-31-02	LE-Minor Equipment	Traffic Motorcycle cover		\$174.51
Marian T Smith	44887						Check Total	\$89.00
		3/22/2018	031918	001-005-518-10-43-00	HR-Travel & Meetings	PerDiem-Labor Relations Institute-Yakima Wa-T Smith		\$89.00



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Snohomish County 911	44888						Check Total	\$29,799.49
		3/22/2018	216	001-008-528-00-51-00	LE-Snopac Dispatch	Dispatch services		\$29,799.49
Snohomish County Conservation Dist	44792						Check Total	\$1,260.06
		3/14/2018	4	410-016-531-50-31-16	DOE - Capacity Exp 17-19	Q4 2017 Salaries & Benefits		\$1,260.06
Snohomish County Human Service	44793						Check Total	\$4,152.36
		3/14/2018	I000464996	001-013-566-00-51-00	GG-Liquor Tax to SnoCo	Q3 2017 Liquor excise taxes		\$2,110.53
			I000465021	001-013-566-00-51-00	GG-Liquor Tax to SnoCo	Q4 2017 Liquor excise taxes		\$2,041.83
Snohomish County PUD	44794						Check Total	\$15,246.57
		3/14/2018	131339676	101-016-542-63-47-00	ST-Lighting - Utilities	202013249 Traffic Signal		\$100.40
			134633714	101-016-542-63-47-00	ST-Lighting - Utilities	201595113 Street Lights		\$231.90
			134637076	001-010-576-80-47-00	PK-Utilities	201513934 Parks		\$17.58
			137852405	001-008-521-50-47-00	LE-Facility Utilities	200558690 Police N Lakeshore Drive		\$138.30
			147778051	001-010-576-80-47-00	PK-Utilities	202340527 Yard		\$6.64
				101-016-542-63-47-00	ST-Lighting - Utilities	202340527 Yard		\$6.64
				410-016-531-10-47-00	SW-Utilities	202340527 Yard		\$6.63
			147779240	101-016-542-63-47-00	ST-Lighting - Utilities	202988481 Street Lights		\$257.44
			151078821	101-016-542-63-47-00	ST-Lighting - Utilities	203582010 Street Lights		\$88.17
			151078955	101-016-542-63-47-00	ST-Lighting - Utilities	203730189 Traffic Signal		\$74.20
			151078957	101-016-542-63-47-00	ST-Lighting - Utilities	203731153 Traffic Signal		\$94.42
			151082952	001-013-518-20-47-00	GG-Utilities	201956075 War Memorial		\$27.05
			157532161	001-010-576-80-47-00	PK-Utilities	202513354 Park lighting		\$17.58
			160717965	101-016-542-64-47-00	ST-Traffic Control -Utility	221128085 Traffic Signal 7441 20th St SE		\$86.17
			160719458	001-012-557-30-40-01	CS - VIC Utilities	205395999 Visitor Center		\$252.07
			160720373	101-016-542-63-47-00	ST-Lighting - Utilities	202624367 Street Lights		\$10,909.12
			160720458	101-016-542-63-47-00	ST-Lighting - Utilities	202648101 Street Lights - Soper Hill Annexation		\$1,264.08
			160720531	101-016-542-63-47-00	ST-Lighting - Utilities	202670725 Street Lights		\$1,239.49
			160722006	001-010-576-80-47-00	PK-Utilities	203531959 Mobile at 2424 Soper Hill Rd		\$41.34
			160723190	101-016-542-63-47-00	ST-Lighting - Utilities	203115522 Street Light meter		\$167.52
			167187012	001-013-518-20-47-00	GG-Utilities	221412273 New City Hall		\$219.83
	44795						Check Total	\$3,565.90
		3/14/2018	100337096	001-010-576-80-47-00	PK-Utilities	203203245 Lundeen Restrooms		\$745.87
			104845225	101-016-542-63-47-00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge lights		\$22.68



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Snohomish County PUD	44795	3/14/2018	104849045	001-013-518-20-47-00	GG-Utilities	200206019 City Hall	\$107.57
			111473957	001-012-575-50-47-00	CS-Community Center-Utilities	200860922 Community Center	\$758.15
			111475799	001-010-576-80-47-00	PK-Utilities	200748721 Parks	\$62.00
			114788130	001-013-518-20-47-00	GG-Utilities	201783685 Annex	\$292.84
			114788279	101-016-542-63-47-00	ST-Lighting - Utilities	201860178 Traffic Signal	\$182.34
			118107485	001-012-572-20-47-00	CS-Library-Utilities	200206977 Library	\$756.22
				001-013-518-20-47-00	GG-Utilities	200206977 Library water meter	\$139.48
			118107548	001-013-518-20-47-00	GG-Utilities	200245215 Family Center	\$255.72
			121420485	101-016-542-63-47-00	ST-Lighting - Utilities	201973682 Street Lights	\$46.93
			121424271	001-012-575-30-47-00	CS-Historical-Utilities	202289237 Museum	\$98.05
				001-012-575-51-47-00	CS-Grimm House Expenses	202289237 Grimm House	\$98.05
	44889	3/22/2018				Check Total	\$1,283.28
			104852354	101-016-542-63-47-00	ST-Lighting - Utilities	200363505 Traffic Signal	\$88.92
			104853827	101-016-542-63-47-00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$58.82
			108175739	101-016-542-63-47-00	ST-Lighting - Utilities	205338056 SR92 Roundabout at 113th	\$44.01
			111481525	101-016-542-63-47-00	ST-Lighting - Utilities	200178218 Traffic Signal	\$204.75
			141163957	101-016-542-63-47-00	ST-Lighting - Utilities	202648705 Street Lights	\$51.33
			141165888	001-008-521-50-47-00	LE-Facility Utilities	202766820 Police Dept Electric	\$671.91
			160727550	101-016-542-63-47-00	ST-Lighting - Utilities	202342622 Street Lights	\$83.63
			163947628	001-008-521-50-47-00	LE-Facility Utilities	203033030 Police Dept Water	\$79.91
Snohomish County PW S	44796	3/14/2018				Check Total	\$95,856.00
			I000464454	001-008-528-00-51-01	LE-SERS Radio Assessment	800 MHZ 2018 Assessment	\$73,238.00
			I000464472	303-008-591-28-78-01	800 MHZ Capital Debt Principal	800 MHZ 2018 Principal	\$18,257.79
				303-008-592-28-83-01	800 MHZ Capital Debt Interest	800 MHZ 2018 Interest	\$4,360.21
	44890					Check Total	\$350.30
		3/22/2018	I000465416	101-016-542-64-48-00	ST-Traffic Control - R&M	Sign & Signal repair & maintenance	\$350.30
Snohomish County PW V	44797	3/14/2018				Check Total	\$8,824.70
			I000464951	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Vehicle repair & maintenance	\$6,669.10
				101-016-542-64-31-00	ST-Traffic Control - Supply	Vehicle repair & maintenance	\$2,155.60
	44891					Check Total	\$4,460.07
		3/22/2018	I000465473	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Vehicle repair & maintenance February 2018	\$4,460.07



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Snohomish County Sheriffs Office	44892	3/22/2018	2018-4379	001-008-523-60-51-00	LE-Jail	Prisoner Housing - January 2018	\$33,394.82	\$33,463.09
			2018-4400	001-008-523-60-51-00	LE-Jail	Prisoner Medical Jan 2018		\$68.27
Snohomish County Treasurer	44798	3/14/2018	FEB2018	633-000-589-30-00-06	Crime Victims Compensation	February 2018 Crime Victims Compensation	\$315.35	\$315.35
Sound Publishing Inc	44799	3/14/2018	EDH794682	001-013-518-30-41-01	GG-Advertising	Council Workshop meetings	\$69.04	\$496.44
			EDH795975	001-007-558-50-41-03	PL-Advertising	LUA2018-0022 Stevens Vista Final Plat		\$108.48
			EDH796384	001-007-558-50-41-03	PL-Advertising	LUA2017-0169 LSHS Modernization		\$94.72
			EDH796662	001-007-558-50-41-03	PL-Advertising	LUA2018-0019 Weinberg Short plat		\$75.80
			EDH796665	001-013-518-30-41-01	GG-Advertising	Ordinance 1017		\$32.80
			EDH796845	001-013-518-30-41-01	GG-Advertising	Workshop meeting cancellation		\$22.48
			EDH797263	001-013-518-30-41-01	GG-Advertising	City Council w/Parks Board Joint mtg		\$44.84
			EDH798334	001-013-518-30-41-01	GG-Advertising	Regular/Workshop/Special Cancellation/Change		\$48.28
	44893	3/22/2018	EDH796938	001-007-558-50-41-03	PL-Advertising	Public Hearing	\$100.00	\$982.20
			EDH797081	001-007-558-50-41-03	PL-Advertising	LUA2018-0015 & 0016 Hewitt		\$77.52
			EDH798937	001-007-558-50-41-03	PL-Advertising	LUA2018-0018 WA Dept Fish & Wildlife		\$108.48
			EDH799080	001-007-558-50-41-03	PL-Advertising	LUA2017-0151 Pellerin Annexation		\$80.96
			EDH799562	001-007-558-50-41-03	PL-Advertising	14.44.025 Model Homes PH LSMC New Code Sec		\$100.00
			EDH799566	001-007-558-50-41-03	PL-Advertising	Supervised Drug Consumption Facilities PH Updates LSMC		\$96.56
			EDH799580	001-007-558-50-41-03	PL-Advertising	LUA2018-0025 Sunset Hills Subdivision		\$89.56
			EDH799672	001-007-558-50-41-03	PL-Advertising	Downtown Lake Stevens Subarea Plan		\$55.16
			EDH799678	001-007-558-50-41-03	PL-Advertising	LUA2017-0150 Rhodora Annexation		\$80.96
			EDH799727	001-007-558-50-41-03	PL-Advertising	LUA2018-0032 Eagle Glen North Final Plat		\$96.44
Sound Safety Products Co Inc	44894	3/22/2018	195792/1	101-016-542-90-31-01	ST-Clothing	New Hire Pants - Young	\$79.52	\$159.03
				410-016-531-10-31-00	SW-Clothing	New Hire Pants - Young		\$79.51



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Sound Security Inc	44895	3/22/2018	881653	001-013-518-20-41-00	GG-Professional Service	Access/Hold up monitoring Mar 2018	\$570.87
State Auditors Office	44800	3/14/2018	L123869	001-004-514-23-41-00	FI-Professional Service	2015-2016 Audit services	\$1,616.70
State Auditors Office	44896	3/22/2018	L124220	001-004-514-23-41-00	FI-Professional Service	2015-2016 Accountability/Financial Audit	\$1,426.50
		3/22/2018	3004180213	001-008-521-20-41-01	LE-Proessional Serv-Fixed	Hazardous Waste disposal	\$20.72
Strategies 360 Inc	44801	3/14/2018	772-28123	001-013-511-70-40-00	Lobbying Services	Federal Lobbying services-March 2018	\$4,000.00
		3/14/2018	19499	303-016-595-30-60-02	T11 - 24th ST & 91st Extension	Dumpster pickup/delivery-9126 21st St SE	\$1,398.55
Symbol Arts	44898	3/22/2018	0301294-IN	001-008-521-20-31-02	LE-Minor Equipment	Badges	\$1,290.00
		3/22/2018	0301425-IN	001-008-521-20-31-02	LE-Minor Equipment	Badges and cases	\$157.00
Tacoma Screw Products Inc	44803	3/14/2018	18191622	101-016-544-90-31-02	ST-Operating Cost	Floor sweep parts	\$99.68
				410-016-531-10-31-02	SW-Operating Costs	Floor sweep parts	\$99.67
	44899	3/22/2018	18189219	101-016-544-90-31-02	ST-Operating Cost	Washers/screws/crimp & seal/nitrile gloves	\$93.74
				410-016-531-10-31-02	SW-Operating Costs	Washers/screws/crimp & seal/nitrile gloves	\$93.74
		18190697		101-016-544-90-31-02	ST-Operating Cost	Screws/Bits/Brake cleaner/safety glasses/oil absorbent pads	\$242.34
				410-016-531-10-31-02	SW-Operating Costs	Screws/Bits/Brake cleaner/safety glasses/oil absorbent pads	\$242.34
		18190860		101-016-544-90-31-02	ST-Operating Cost	Behind the head earmuffs	\$81.42
				410-016-531-10-31-02	SW-Operating Costs	Behind the head earmuffs	\$81.41
		18191317		101-016-544-90-31-02	ST-Operating Cost	screws/snaplink/studs/bits/sprayer/gloves/flashlight/batteries	\$393.07
				410-016-531-10-31-02	SW-Operating Costs	screws/snaplink/studs/bits/sprayer/gloves/flashlight/batteries	\$393.07
		18192104		101-016-544-90-31-02	ST-Operating Cost	Axe	\$70.22
				410-016-531-10-31-02	SW-Operating Costs	Axe	\$70.21



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Tacoma Screw Products Inc	44899	3/22/2018	18192105	101-016-544-90-31-02	ST-Operating Cost	Loppers/pitch forks	\$123.18
				410-016-531-10-31-02	SW-Operating Costs	Loppers/pitch forks	\$123.18
Marcus Tageant	44900					Check Total	\$372.00
		3/22/2018	43766	001-001-511-60-43-00	Legislative - Travel & Mtgs	Replacement for stale dated check 43766	\$372.00
Technological Services Inc	44901					Check Total	\$1,262.30
		3/22/2018	07589	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Lube/Tire rotation/Brake inspetion PT76	\$75.64
			07620	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Computer Diagnostic/remove & replace thermostat/PT57	\$238.41
			07625	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Lube/oil/filter/safety/Brakes service/PT65	\$766.95
			07634	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Lube/oil/filter service PT72	\$87.13
			07696	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Lube/oil/filter service/tire rotation PT71	\$94.17
UPS	44804					Check Total	\$27.14
		3/14/2018	74Y42068	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$18.72
	44902		74Y42078	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$8.42
					Check Total	\$76.54	
	3/22/2018	74Y42088	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$15.91	
		74Y42098	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$41.08	
		74Y42108	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$19.55	
Michelle Vanderwalker	44903					Check Total	\$19.00
		3/22/2018	012418	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Dealing w/difficult people-Everett Wa-Vanderwalker	\$19.00
Vantagepoint Transfer Agents - 108991	44805					Check Total	\$352.81
		3/14/2018	031518	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	\$352.81
Vantagepoint Transfer Agents - 307428	44806					Check Total	\$1,238.35
		3/14/2018	031518	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$1,238.35
Verizon Northwest	44807					Check Total	\$4,724.42
		3/14/2018	9802258905	001-001-511-60-42-00	Legislative - Communication	Wireless phone services	\$390.39
				001-001-513-10-42-00	Executive - Communication	Wireless phone services	\$52.78
				001-002-513-11-42-00	AD-Communications	Wireless phone services	\$105.56
				001-003-514-20-42-00	CC-Communications	Wireless phone services	\$55.77
				001-005-518-10-42-00	HR-Communications	Wireless phone services	\$52.78
				001-006-518-80-42-00	IT-Communications	Wireless phone services	\$105.56
				001-007-558-50-42-00	PL-Communication	Wireless phone services	\$198.35



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Verizon Northwest	44807	3/14/2018	9802258905	001-007-559-30-42-00	PB-Communication	Wireless phone services	\$133.12
				001-008-521-20-42-00	LE-Communication	Wireless phone services	\$2,863.56
				001-010-576-80-42-00	PK-Communication	Wireless phone services	\$255.52
				101-016-543-30-42-00	ST-Communications	Wireless phone services	\$255.52
				410-016-531-10-42-00	SW-Communications	Wireless phone services	\$255.51
Vortex Industries Inc	44808					Check Total	\$5,848.37
		3/14/2018	23-1198662-1	001-013-594-18-60-02	GG - City Hall Demo	City Hall Glass Doors	\$5,848.37
Jerad Wachtveitl	44809					Check Total	\$77.00
		3/14/2018	022018	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Court case 2017-06007-Wachtveitl	\$77.00
WAPRO	44810					Check Total	\$175.00
		3/14/2018	3506	001-003-514-20-49-02	CC-Staff Development	2018 Spring Training Registration-Kathy Pugh	\$175.00
	44904					Check Total	\$300.00
		3/22/2018	3731	001-008-521-20-49-00	LE-Dues & Memberships	WAPRO dues - K Starkenburg	\$25.00
			3734	001-008-521-20-49-00	LE-Dues & Memberships	WAPRO dues - J Anderson	\$25.00
			3736	001-008-521-20-49-00	LE-Dues & Memberships	WAPRO dues - M Vanderwalker	\$25.00
			3738	001-008-521-20-49-00	LE-Dues & Memberships	WAPRO dues - A Fox	\$25.00
			3740	001-008-521-40-49-01	LE-Registration Fees	2018 Spring Training Registration-K Starkenburg	\$175.00
			3743	001-008-521-20-49-00	LE-Dues & Memberships	WAPRO dues - J Ubert	\$25.00
Steve Warbis	44811					Check Total	\$21.77
		3/14/2018	022618	001-008-521-20-31-02	LE-Minor Equipment	Sweatshirt for assault victim	\$21.77
	44905					Check Total	\$222.00
		3/22/2018	111617	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Sudden Infant Death Training-Burien Wa-	\$222.00
Washington Dept of Ecology	44812					Check Total	\$9,580.27
		3/14/2018	FY18-2nd half	410-016-531-10-51-01	SW-DOE Annual Permit	7/2017-6/2018 General Stormwater Permit	\$9,580.27
Washington Recreation and Park Assn	44906					Check Total	\$329.00
		3/22/2018	3123	001-007-558-50-49-01	PL-Staff Development	Registration 2018 WRPA Conf - Jim Haugen	\$329.00
Washington State Criminal Justice	44813					Check Total	\$6,500.00
		3/14/2018	201129647	001-008-521-40-49-01	LE-Registration Fees	Collision Investigation-Shein	\$100.00
			201129718	001-008-521-20-43-00	LE-Travel & Per Diem	Lodging & Meals-Command College-Brooks	\$900.00
					LE-Travel & Per Diem	Lodging & Meals-Command College-Dyer	\$900.00
					LE-Travel & Per Diem	Lodging & Meals-Command College-Ubert	\$900.00



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Washington State Criminal Justice	44813	3/14/2018	201129718	001-008-521-20-43-00	LE-Travel & Per Diem	Lodging & Meals-Command College-Beazizo	\$900.00
				001-008-521-40-49-01	LE-Registration Fees	Training-Command College-Beazizo	\$700.00
					LE-Registration Fees	Training-Command College-Dyer	\$700.00
					LE-Registration Fees	Training-Command College-Ubert	\$700.00
					LE-Registration Fees	Training-Command College-Brooks	\$700.00
Washington State Patrol	44907					Check Total	\$492.00
		3/22/2018	I18005957	633-000-589-30-00-10	Gun Permit - FBI Remittance	Weapons Permit background checks	\$492.00
Washington State Support Registry	0					Check Total	\$163.50
		3/14/2018	031518	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$163.50
Washington Tractor	44908					Check Total	\$261.69
		3/22/2018	1489754	101-015-543-30-31-00	ME - Operating Costs	Parts for PW30	\$130.85
				410-015-531-10-31-00	ME - Operating Costs	Parts for PW30	\$130.84
Wave Broadband	44909					Check Total	\$1,395.55
		3/22/2018	04684093	001-002-513-11-42-00	AD-Communications	Telephone Service	\$20.52
				001-003-514-20-42-00	CC-Communications	Telephone Service	\$41.03
				001-004-514-23-42-00	FI-Communications	Telephone Service	\$41.03
				001-005-518-10-42-00	HR-Communications	Telephone Service	\$20.52
				001-006-518-80-42-00	IT-Communications	Telephone Service	\$61.54
				001-007-558-50-42-00	PL-Communication	Telephone Service	\$133.41
				001-007-559-30-42-00	PB-Communication	Telephone Service	\$20.51
				001-008-521-20-42-00	LE-Communication	Telephone Service	\$697.78
				001-012-575-30-42-00	CS-Historical-Communications	Telephone Service Museum	\$20.51
				001-012-575-50-42-00	CS-Community Center - Comm	Telephone Service Senior Ctr	\$20.52
				001-013-518-20-42-00	GG-Communication	Telephone Service	\$82.06
				101-016-543-30-42-00	ST-Communications	Telephone Service Shop	\$118.06
				410-016-531-10-42-00	SW-Communications	Telephone Service Shop	\$118.06
Weed Graafstra & Associates Inc	44814					Check Total	\$17,572.75
		3/14/2018	173	001-011-515-30-41-00	LG-Professional Service	Legal services-General Matters	\$17,572.75
Neil Chad Wells	44910					Check Total	\$19.00
		3/22/2018	012918	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Sig Sauer Armorer training-Everett Wa-C Wells	\$19.00



## Checks to be Approved for 3/2/2018 to 3/22/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	\$250.00
WPTA	44815	3/14/2018	107619520	001-004-514-23-49-01	FI-Staff Development	2018 WPTA Conference-Barb Stevens		\$250.00
<b>Total</b>								<b>\$716,797.96</b>

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

Tuesday, February 13, 2018

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

**CALL TO ORDER:** 7:10 p.m. by Mayor John Spencer

**ELECTED OFFICIALS PRESENT:** Councilmembers Kim Daughtry, Gary Petershagen, Kurt Hilt, Rauchel McDaniel, Brett Gailey and Marcus Tageant

**ELECTED OFFICIALS ABSENT:** Todd Welch

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

**OTHERS:**

---

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

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

**Approval of Agenda:** Council President Tageant said he has a request to remove Item (F), Approve Resolution 2018-08 Adopting Updated City Council Procedures and Item (G), Approve Amendment No. 1 to Professional Services Agreement with Abe Martinez dba North Sound Productions, to Action Items.

**MOTION:** Moved by Councilmember Hilt, seconded by Councilmember Daughtry, to approve the agenda with the noted changes. On vote the motion carried (6-0-0-1).

Council President Tageant requested a motion to add the Parks Capital Budget and Lundein Park to the agenda as an action item, pursuant to staff request.

**MOTION:** Moved by Councilmember Petershagen, seconded by Councilmember Gailey, to add the Parks Capital Budget and Lundein Park to the agenda as an action item. On vote the motion carried (6-0-0-1).

**Citizen Comments:**

Michelle Kuhrau, 1521 107<sup>th</sup> Avenue SE, Lake Stevens, is concerned about the rezoning aspect of the Pellerin Annexation and wants to keep medium density; she is concerned about high density residential impacts in the area, and particularly on schools.

**Council Business:**

- Councilmember Daughtry: Community Transit Board, was voted in as Vice Chair of this board.
- Councilmember Hilt: Snohomish Health District

**Mayor's Business:** Mayor Spencer said he has been working with Representative Harmsworth for additional capital funding for Lake Stevens, to be used in combination with previous grants to construct the Food Bank/Community Center/Veterans Center. The next step is to focus on land acquisition and establish, in conjunction with those organizations, a management level of authority to ensure longevity.

Mayor Spencer also said that the Veterans Commission discussed their priorities at their last meeting and identified several including (1) adopting as a mission to establish a Veterans Center that would be a resource to veterans in the community, and (2) engaging veterans to be more involved in the community, and to leverage veteran talents.

Councilmember Hilt commented that he has received word from Representative DelBene's office that they want to discuss the possibility of Veterans Administration funding for the community center.

**Recognition of Steven Apodaca:** Mayor Spencer recognized Steve Apodaca for his contributions and services to the community bringing art, music and other activities to city.

**City Department Report.** None.

**Consent Agenda:**

**MOTION:** Moved by Councilmember Hilt, seconded by Councilmember Daughtry, to approve (A) 2017 Vouchers [Electronic Funds Transfers (ACH) of \$8,635.15, and Claims Check Nos. 44402-44405 totaling \$32,808.25, Total Vouchers Approved: \$41,443.40], (B) Approve 2018 Vouchers [Payroll Direct Deposits of \$205,701.37, Payroll Checks 44420-44422 totaling \$6,666.65, Tax Deposits of \$75,364.53, Electronic Funds Transfers (ACH) of \$264,075.19, Claims Check Nos. 44406-44419, 44423-44567 totaling \$603,255.26, Void Check Nos. 44418 and 42875 totaling \$100,500.00, Total Vouchers Approved: \$1,054,563.00], (C) December 12, 2018 City Council Regular Meeting Minutes, (D) January 9, 2018 City Council Regular Meeting Minutes, (E) January 22, 2018 City Council Special Meeting Minutes, (F) Removed, (G) Removed, (H) Accept as Final the Project and Work Performed by KCDA for the Temporary City Hall Project, (I) Appoint Sewer Utility Transition Oversight Committee Representatives, (J) Appoint Councilmembers to Participate in Boards and Commissions Interviews, and (K) Approve Resolution 2018-07 re 20<sup>th</sup> Street SE Surplus Property.

**MOTION:** Moved by Councilmember Hilt, seconded by Councilmember Daughtry, to approve the Consent Agenda as amended

Councilmember Gailey said that consideration of Item (J) is premature since consideration of the Council Rules of Procedure was removed to the Action Items, and requested that Item (J) also be removed to the Action Items.

**MOTION:** Councilmember Gailey moved, seconded by Councilmember Daughtry, to amend the main motion to move consideration of Item (J) to the Action Items. On vote the motion carried (6-0-0-1).

**VOTE:** On vote the motion carried, and with the additional amendment to remove Item (J) to Action Items carried (6-0-0-1).

**Public Hearing:**

**Approve Resolution 2018-05 re Pellerin Annexation:** Mayor Spencer opened the Public Hearing and requested a motion to move Michelle Kuhrau Citizen comments to the Public Comments section of the Public Hearing.

**MOTION:** Moved by Councilmember McDaniel, seconded by Councilmember Gailey to move Michelle Kuhrau's comments to the Public Comments portion of the Public Hearing. On vote the motion carried (6-0-0-1).

Senior Planner Josh Machen provided the history and background of the Pellerin Annexation, noting that Council approved a 10% petition by resolution in December in 2017. A 60% petition has now been submitted to the City. The petition has been certified and validated by the Snohomish County Assessor's office. Tonight's hearing is to discuss the 60% annexation petition, and to specifically discuss the proposed zoning and comprehensive plan designations for this proposed annexation. Planner Machen said that if Council approves the Resolution, which is a Notice of Intent to Annex, it would be forwarded to the Boundary Review Board (BRB) for consideration. Once the BRB decision is finalized, the City Council can then pass an ordinance adopting the zoning and comprehensive plan designations and accepting the annexation, if it so chooses.

Mayor Spencer invited Council's questions and there were none. He then opened the Public Comment portion of the hearing.

Ford, Postan, 1520 – 107<sup>th</sup> Avenue SE, Lake Stevens, is not opposed to annexation, but is concerned about zoning changes from medium density to high density. He is concerned about the impacts of higher density to schools and to traffic on South Lake Stevens Road. He would like the fabric of the existing neighborhood and community maintained.

Sally Jo Sebring, 1023 – 99<sup>th</sup> Avenue SE, Lake Stevens, is concerned about the lack of infrastructure in the annexation area and does not believe it will support High Urban Residential zoning.

David Toyer, 3705 Colby Avenue, Suite 1, Everett, represents the petitioners. He reviewed the process that has been followed and noted that in the City's 2016 annexation vision Medium Density Residential zoning was applied to this area. Mr. Toyer commented that whether the property is in the City or the County growth and development will occur and there are processes that will need to be addressed in either jurisdiction. Right now, the only request is to annex into the City. Mr. Toyer said that citizens in the proposed annexation area believe the City will provide more local control of taxes and development fees. He closed by saying the area is in the City's Urban Growth Area and annexation is part of the vision.

Responding to Councilmember Petershagen's question, Director Wright said that the process is underway for annexation of this property into the Sewer District.

Laura Turner, 10701 – 15<sup>th</sup> Street SE, Lake Stevens, is concerned about increased traffic volume and safety on South Lake Stevens Road, and also on 20<sup>th</sup> Street SE to US 2. She also commented that schools are at capacity and increased density will decrease the quality of the schools, and that rental prices will incentivize maximizing capacity in rental units.

Clayton Kuhrau, 1521 – 107<sup>th</sup> Avenue SE, Lake Stevens, is concerned about high density zoning, and said the infrastructure does not support more population.

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

Director Wright reviewed the annexation process and said that tonight's action is to determine if the Council wants to initiate this annexation. He added that if Council determines to move forward with annexation, the annexation petition will go to the BRB for review, and then be returned to Council for final action and adoption by ordinance.

Attorney Weed clarified that BRB review is required by statute, and that if there is no action by the BRB within 45 days, the petition is deemed approved by the BRB. Alternatively, the BRB can schedule its own public hearing, and it can also make changes to the boundaries of a proposed annexation. He added that the zoning designation and assumption of bonded indebtedness was included in the 60% petition that was circulated; zoning can be changed after annexation.

Councilmember Hurt asked about the impacts of HUR zoning. Director Wright said this can be brought back, and clarified that a single-family zone designation is currently in place.

Responding to Councilmember Gailey's question, Director Wright said that the school district has a six-year capital facilities plan that is reviewed annually, and they do plan for their 20-year growth. Because of the way the school district is funded it has to be at capacity before a new facility can be built.

Director Wright clarified, in response to Councilmember Tageant's question, that the school district receives development impact fees regardless of if the development occurs in the County or the City. Regarding traffic impact fees, if development occurs in the County, traffic impact fees can be utilized anywhere in the County, but if development occurs in the City traffic impact fees are utilized in the City.

Councilmember McDaniel added that Police funding is based on population, and our Police now respond to that location, and are then outside the City boundary.

Responding to Councilmember Petershagen's question regarding zoning, and lot size in the City vs. in the County, and including street widths, Director Wright said that street widths and parking requirements are very similar. Regarding lot sizes, City lot sizes could be as small as 3600 square feet, however he understands the developer wants to do lot sizes more in the 4,000 square foot range, with some larger lots. Planner Machen said the County has a lot range of 7200-9600 square feet. The Snohomish County zoning code does have some tools that would

allow for reduced lot sizes, similar to what the City's zoning is. The City would require traffic, park and school impact fees from each residence.

Mayor Spencer reminded of the process that Council went through with the Nourse development to ensure there was adequate parking and parks while protecting critical areas, and also regulating traffic flow into adjacent neighborhoods.

Mayor Spencer invited additional questions of staff and there were none; he then closed the Public Hearing.

**MOTION:** Moved by Councilmember Hilt, seconded by Councilmember Petershagen, to approve Resolution 2018-005 to (1) accept the 60 percent Pellerin Annexation petition, give notice of intent to annex and (2) require upon annexation the simultaneous adoption of land use and zoning designations and require the assumption of all existing City indebtedness. On vote the motion carried (6-0-0-1).

**Approve Ordinance No. 1017 re Soper Hill Revised Right-of-Way Vacation:** Mayor Spencer opened the public hearing.

Director Wright presented the staff report and provided a history of the Soper Hill right-of-vacation. Approval of this ordinance will repeal the earlier ordinance and establish the terms of the current dedication and vacation for rights of way that will ultimately enable the Soper Hill / Highway 9 intersection to function properly. He added that the exchange is a positive exchange to the City, the action does meet the public benefit, and there are no negatives to moving forward with this dedication.

Councilmember McDaniel clarified that the developer will be installing a storm detention vault. Director Wright also said the storm detention vault would become the responsibility of the City.

Councilmember Tageant asked if the proposed associated roundabout would improve traffic flow for all residents, and Director Wright responded that it should.

Mayor Spencer invited public comment and there was none; he then closed the Public Hearing.

**MOTION:** Moved by Councilmember McDaniel, seconded by Councilmember Tageant, to approve the proposed revised Right-of-Way Vacation and accept the proposed revised Right-of-Way Dedication by adoption of Ordinance No. 1017. On vote the motion carried (6-0-0-1).

**Action Items:**

**Preferred Alternative for Downtown Plan:** Director Wright presented the staff report and reviewed the history and public process of establishing a preferred alternative for the Downtown Subarea Plan. Adoption of a preferred alternative this evening is a recommendation that will allow the City to move forward with preparation of final documents for the subarea plan, including the Final Environmental Impact Statement, Final Subarea Plan and development regulations. Council discussed the proposed growth assumptions, the role of parking and ensuring consistency with the Shoreline Master Program at the workshop on February 6, 2018. At that time, Council was generally supportive of the high Growth Alternative as a preferred alternative to revitalize development, support commercial growth and create a vibrant downtown.

Responding to Councilmember Daughtry's question regarding parking and how it relates to the Environmental Impact Statement (EIS), Director Wright said that the parking number does not necessarily reflect parking that will be required of commercial and residential developments. It is public parking, and the City can incorporate a public parking threshold as part of the EIS, that could in the future, require additional action either through the EIS or an additional SEPA.

**MOTION:** Moved by Councilmember Daughtry, seconded by Councilmember Tageant, to direct staff to prepare final documents for a preferred land use alternative for the Downtown Lake Stevens Subarea. On vote the motion carried (6-0-0-1).

**Accept the Daysala Subdivision and Associated Right-of-Way Dedication:** Director Wright presented the staff report and provided a history of this subdivision. He noted that Final Plats are quasi-judicial decisions and are required under the City's Municipal Code to be accepted at a public meeting. Council is also requested to accept the associated right-of-way dedication. Director Wright then invited Council's questions and there were none.

**MOTION:** Moved by Councilmember Tageant, seconded by Councilmember McDaniel to accept the Daysala (Tyler) subdivision and associated right-of-way dedication (LUA2018-0005). On vote the motion carried (6-0-0-1).

**Approve Contract Extension with Real Estate Broker re 20th Street SE Properties:**

Economic Development Coordinator Ashe presented the staff report and provided a history of the decision to surplus city-owned properties on 20<sup>th</sup> Street SE. Coordinator Ashe reviewed the marketing activities of NAI Puget Sound Properties under the existing contract and requested the new contract be approved. She added that the City Attorney identified one property where City title is not clear, and Coordinator Ashe is amending the request to ask that Council authorize the execution of a 2018 Commercial Services Agreement with NAI Puget Sound Properties, and that it be subject to review of Snohomish County Ordinance No. 801, confirming that the City does have the right to sell one particular parcel.

Councilmember Tageant would like to see what other listing agencies can offer. He is concerned that there have been no updates to Council, the marketing has not been effective and that the rate could be more competitive. Councilmember McDaniel agreed with Councilmember Tageant's comments.

Coordinator Ashe said she did receive updates from the broker which were shared with leadership, but unfortunately were not shared with Council. Coordinator Ashe said that NAI did address reasons for why properties were not selling. She added that this is a long-term game plan and she is very pleased with the marketing efforts and retailers who have toured the community.

Councilmember McDaniel asked about dialogue with the neighboring communities. Coordinator Ashe responded there is a lot of misinformation in the community right now about what is happening with the 20<sup>th</sup> Street SE corridor, and that once there is a large end user there will be more of an appetite for people to buy properties. Coordinator Ashe has been receiving lots of inquiries on the properties, including from other brokers.

Councilmember Petershagen asked about the reference to listing prices. Coordinator Ashe responded that NAI has been asking for appraisals of the properties, and the next item on

tonight's agenda is a request to have all of the properties appraised. Further responding to Councilmember Petershagen's question, Coordinator Ashe said the cumulative listing price for the ten properties is \$3 million.

Councilmember Tageant asked if a market analysis was provided, and Coordinator Ashe responded that when NAI made their first proposal it included an extensive market analysis, about Lake Stevens, but not for each one of the properties.

Responding to Councilmember Petershagen's question, Coordinator Ashe said that part of the City's process requires that the properties be appraised.

Mayor Spencer summarized that based on Council's comments this will be referred back to staff for additional work.

**Approve Professional Services Agreement with Valbridge Property Advisors re 20<sup>th</sup>**

**Street SE Properties:** Because no action was taken with the previous agenda item, Mayor Spencer requested this be referred back to staff and brought forward to Council at a later date.

Attorney Weed commented the Auditor requires that the City is required to show that it is receiving fair market value for properties it sells. This can be done through a good fair market analysis, or by appraisal.

Mayor Spencer confirmed that Council is looking for commercial pricing of the properties.

**Approve Resolution 2018-06 Supporting Funding for a New Countywide 911 Emergency**

**Radio System:** Police Chief Dyer presented the staff report, and noted that Ralph Krusey previously presented to Council regarding the need for a new emergency radio system and the proposed funding mechanisms. Chief Dyer provided a brief overview of the proposal and said if Council approves Resolution 2018-06, Council would be asking the County to approve the resources for an equitable funding system for a new Countywide 911 Emergency Radio system. Chief Dyer said that SERS is dedicated to changing its governance model by the end of this year, or merging with Snohomish County 911, and under either method of moving forward Lake Stevens will have representation on the board.

Councilmember Hilt said he is confident Lake Stevens will have representation on the board, but that he is concerned that largely unelected officials will be running Snohomish County 911.

**MOTION:** Moved by Councilmember Hilt, second by Councilmember Gailey, to approve Resolution 2018-06 supporting an equitable funding system for a new Countywide 911 Emergency Radio System. On vote the motion carried (6-0-0-1).

**Approve New Human Resources Generalist/Executive Assistant Position:** Director Smith provided an updated staff report and revised position description following input from the City Council Workshop. She said the proposed position will provide support to Human Resources 30 hours a week, and to the Mayor, City Administrator and Council ten hours per week. She reviewed the goal for the position is to provide regular communication and support to the Mayor and City Administrator, and also keep City Council apprised of events and happenings in the City, as well as monitoring social media and making sure the City is represented in a positive way to the community. This position would also monitor the web site.

Councilmember McDaniel requested it be clear in the job description that one of the duties will be to assist with scheduling of meetings for Councilmembers.

Councilmember Gailey requested a specific percentage of time, 10%, be set out in the job description as providing support to City Council. Discussion ensued and Councilmember Gailey clarified that it is important the person who is hired for this position is clear that the position provides support to City Council.

Director Smith commented if there is too much detail regarding how time will be spent the job description will appear "choppy" and there will be less interest in the position. The thought behind the 25% was to be collaborative with the Mayor/City Administrator/Council and other staff because there is a lot of cross over between the groups.

**MOTION:** Moved by Councilmember Daughtry, seconded by Councilmember McDaniel, to approve a new Human Resources Generalist/Executive Assistant and draft a job description consistent with the discussed revisions. On vote the motion carried (6-0-0-1).

**Approve Resolution 2018-08 Adopting Updated Council Rules of Procedure:**

Councilmember Petershagen asked if the comments in the redline version by the City Attorney had been incorporated, and for clarification as to how City Council Retreats would be recorded since the section on Travel containing that information was removed.

City Clerk Pugh said minutes are being prepared for the Retreat, and minutes have been prepared in this manner in previous years.

Attorney Weed said that his comments were made quite some time ago, and he believes his comments were considered. He added that there are changes in the law that make it important to review the procedures at least every two years, and that this is a fluid document.

Councilmember Gailey reminded at the retreat Council requested that Section 19.4.2 regarding appointments to board and commissions be corrected to show that candidates will be interviewed by a panel that includes three Councilmembers, and as previously discussed two of those Councilmembers would be appointed in January of each year.

Councilmember Gailey also requested the rules in Section 19 be changed to say that the interview board nominates the candidate for a position.

Attorney Weed said that the rules need to be consistent with City code and that they may provide that the Mayor makes the appointment, with confirmation by Council.

Councilmember McDaniel requested advance notice of who the candidates are and who the appointee is prior to appointment.

Councilmember McDaniel requested in Section 2, that the end meeting time be changed from 9:00 p.m. to 10:00 p.m. Discussion ensued and there was consensus to provide language saying that at 8:00 p.m. the Presiding Officer will ask Council for a motion to extend the meeting if necessary.

**Appoint Councilmembers to Participate in Boards and Commissions Interviews:** This item was deferred until the updated Council Rules of Procedure are approved.

**Approve Professional Services Agreement with Abe Martinez dba North Sound**

**Productions:** Administrator Brazel presented the staff report and said the City previously entered into an agreement for the production of the video about the Trestle that was recently presented in Olympia. The City is now looking to create a website not only to showcase the video, but to share additional information, such as tonnage of rock loads carried across the Trestle, industries using the Trestle, the impacts to homeowners, etc. There would also be an opportunity for people to share their experiences with the Trestle. The idea is to keep this information out in the community as a priority. This relates to communication.

**MOTION:** Moved by Councilmember Petershagen, seconded by Councilmember Daughtry, to approve Amendment No. 1 to the Professional Services Agreement with Abe Martinez, a Sole Proprietor, d/b/a North Sound Productions. On vote the motion carried (6-0-0-1).

**Parks Capital Budget:** Director Wright referenced the handout shared earlier, and said that staff is asking Council to help prioritize budgeting for Lundeen Park. He said the estimates for the park improvements came in approximately \$250,000 above budget. When considering changes to this budget it is important to keep in mind the North Cove Park costs.

Director Durpos supports completing Lundeen Park now rather than breaking it into a phased project, and said this is a more efficient way to move forward. He added that Public Works is looking to do as much of the work in-house as possible.

Discussion ensued and there was consensus of Council to complete all of the Lundeen Park improvements at this time.

Director Stevens said the increased cost will come back to Council as a budget amendment.

**MOTION:** Moved by Councilmember Hilt, seconded by Councilmember McDaniel, to extend the meeting 15 minutes. On vote the motion carried (6-0-0-1).

**Discussion Items:**

**Study Session:** None.

**Executive Session:** Mayor Spencer announced an executive session beginning at 9:02 p.m. and lasting 10 minutes for the purpose of two real estate matters, with action to follow.

The regular meeting of the City Council reconvened at 9:14 p.m.

**MOTION:** Moved by Councilmember Hilt, seconded by Councilmember Daughtry to authorize the Mayor to enter into a purchase of the Tuengel property as described in executive session. On vote the motion carried (6-0-0-1).

**MOTION:** Moved by Councilmember McDaniel, seconded by Councilmember Petershagen, to authorize the Mayor to release the appraisals for the property in question that Costco is considering purchasing from the City as well as the property that Costco is a potential purchaser

of, that would be utilized as a stormwater pond. On vote the motion carried (5-0-1-1) with Councilmember Tageant abstaining.

**Adjourn:**

Moved by Councilmember Daughtry, seconded by Gailey to adjourn the meeting at 9:16 p.m. On vote the motion carried (6-0-0-1).

---

John Spencer, Mayor

---

Kathy Pugh, City Clerk

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

Tuesday, March 6, 2018  
Lake Stevens Community Center  
1808 Main Street, Lake Stevens

CALL TO ORDER: 7:04 p.m. by Mayor John Spencer

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Gary Petershagen, Kurt Hilt, Todd Welch, Rauchel McDaniel, Brett Gailey and Marcus Tageant

ELECTED OFFICIALS ABSENT: None.

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Human Resources Director Teri Smith, City Clerk Kathy Pugh

OTHERS:

---

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

**Roll Call:** All present.

**Approval of Agenda:** Staff requested the executive session be removed from the agenda.

Moved by Councilmember Hilt, seconded by Councilmember Welch, to approve the agenda as amended. On vote the motion carried (7-0-0-0).

**Citizen Comments:**

Sally Jo Sebring, 1023 99<sup>th</sup> Avenue SE, Lake Stevens, expressed concern regarding continued water issues and communication with staff.

**Council Business:**

- Councilmember Daughtry: Veterans Commission, Everett Rotary Trestle Video Presentation
- Councilmember Hilt: Veterans Commission
- Councilmember Welch: Arts Commission
- Councilmember Gailey: National League of Cities
- Councilmember Tageant: National League of Cities

**Mayor's Business:** Mayor Spencer reported on a meeting with Jonalyn Woolf-Ivory of SnoIsle Libraries. Turning to the Trestle, Mayor Spencer said was recently interviewed by KIRO Radio and there was a recent newspaper article.

**City Department Report.**

- City Administrator Gene Brazel: Trestle video will be on Facebook, National League of Cities
- Community Development Director Russ Wright: High School Modernization Project, KPG/Beautification Consultant Open House is March 19; Crandall Arambula-downtown plan finalized for Final Environmental Impact Statement, Request for Qualifications for Architect/Engineering Services for the new Police Department, Soper Hill roundabouts, Planning Commission meeting on March 7, 2018
- Public Works Director Eric Durpos: Callow Road, Oak Road.
- Human Resources Director Teri Smith: AWC-WellCity Award, NeoGov launched, Teamsters meeting
- Finance Director Barb Stevens: Audit Report

**Consent Agenda:**

**MOTION:** Moved by Councilmember Daughtry, seconded by Councilmember Welch, to approve (A) 2017 Vouchers [Payroll Direct Deposits of \$187,018.41, Payroll Checks 44677-44678 totaling \$4,411.28, Tax Deposits of \$66,869.61, Electronic Funds Transfers (ACH) in the amount of \$228,345.61, Claims Check Nos. 44676, 44679-44709 totaling \$106,736.76, Void Check Nos. 44601, 44594 totaling \$33,083.85, Total Vouchers Approved: \$560,297.82]. On vote the motion carried (7-0-0-0).

**Discussion Items:**

Human Resources Director Smith will be the point of contact while the City Administrator, Mayor and Councilmembers are attending National League of Cities.

Responding to Councilmember Hilt's question regarding library funding, Mayor Spencer said that capital projects are funded by a funding district by assessing property owners within the funding district. Libraries are not allowed to use operating budgets or tax assessments for capital projects.

Councilmember Gailey asked how to move the Police Department project forward, and Mayor Spencer responded the City is proceeding with design of the new facility. The Police Department can be built on City property, and there will still be room for a multi-story city hall at a future date.

Councilmember Daughtry wondered if the library could be sited with the Veterans Commission/Family Center/Food Bank facility. He commented the Veterans Commission is moving forward with a needs assessment, and if that is a possibility they will need to know if the library should be included. Mayor Spencer did not believe there is room on the proposed property to include the library. He added the City is working hard to identify a temporary facility for the library, and after that the City will work with the Historical Society to identify a new facility.

There was discussion regarding the City's agreement with Snolsle.

**Study Session:** None.

**Adjourn:**

Moved by Councilmember Welch, seconded by Daughtry to adjourn the meeting at 7:35 p.m. p.m. On vote the motion carried (7-0-0-0).

---

John Spencer, Mayor

---

Kathy Pugh, City Clerk



This page left blank intentionally



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda**

**Date:** March 27, 2018

**Subject:** Approve Resolution No. 2018-10 Authorizing Purchase Under Special Market Conditions

<b>Contact</b>	Amanda Wells, Public Works	<b>Budget Impact:</b> \$14,742.00
<b>Person/Department:</b>	Eric Durpos Public Works Director	

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Approve Resolution No. 2018-10 authorizing the purchase of 2003 IHI 80NX excavator EX01 from City of Monroe

**SUMMARY/BACKGROUND:** The city is in need of a smaller excavator that can be used for removal of sidewalks and setting the foundation for new sidewalks. The City of Monroe is surpassing a small excavator that will meet and exceed the city's specifications for a smaller excavator, at a significant cost savings over purchasing a similar new excavator. The funds are for this purchase may be included in the 2018 Sidewalk Fund budget.

RCW 39.04.280 authorizes the city council to waive, by resolution, standard competitive bidding requirements for the purchase of equipment where "special market conditions" exist for procurement of the equipment. This excavator fits the specific needs of the Public Works Department, and is "used" which meets the requirement of "special market condition."

---

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

---

**BUDGET IMPACT:** \$14,742.00

---

**ATTACHMENTS:** Resolution 2018-10

**CITY OF LAKE STEVENS  
Lake Stevens, Washington**

**RESOLUTION NO. 2018-10**

**A RESOLUTION OF THE CITY OF LAKE STEVENS,  
WASHINGTON AUTHORIZING THE PURCHASE OF 2003 IHI  
80NX EXCAVATOR EX01 FROM CITY OF MONROE.**

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

WHEREAS, the City has adequate funding for the purchase of the vehicle in the 2018 equipment budget; and

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

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

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

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

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

- a) The provider, City of Monroe, is willing to sell to the City of Lake Stevens one (1) used 2003 IHI 80NX excavator that would normally be offered for surplus sale.
- b) The excavator is being offered at a very favorable price to the City of Lake Stevens.
- c) The equipment may be sold by the provider before the City could complete a formal bid process.
- d) The excavator is intended for a specific purpose and is suitable to the unique needs of the Lake Stevens Public Works Department. No other equipment has been found that meets the needs and budget of the City at this time.

Section 3. The purchase of one (1) used 2003 IHI 80NX excavator in the amount of \$14,742.00 is hereby approved.

PASSED by the City Council and APPROVED by the Mayor this 27th day of March, 2018.

---

John Spencer, Mayor

ATTEST:

---

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

---

Grant K. Weed, City Attorney



This page left blank intentionally



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** March 27, 2018

**Subject:** Cashier's Change Fund

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

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Approve Ordinance No. 1021 amending the cashier's change funds at the City Hall and the Police Station.

---

**SUMMARY/BACKGROUND:** Currently there are eight separate cash funds used for making change during receipting processes. City Hall has four separate funds of \$100.00 each the Police Station has three funds in the amount of \$100.00 and one at \$200.00.

This ordinance will initiate changes as follows:

- Decrease the number of change funds at City Hall from four to three; only one spare till is needed.
- Increase the number of change funds at the Police Department from four to five to provide the Records Supervisor a spare till.
- Increase the amount of the change funds at the Police Department so they each equal \$200.00 to provide the change needed to accommodate the larger bills commonly received with passport payments.

---

**APPLICABLE CITY POLICIES:** City Council approves the creation of change funds and their amounts.

---

**BUDGET IMPACT:** N/A

---

**ATTACHMENTS:**

- Exhibit A: Ordinance No. 1021

CITY OF LAKE STEVENS  
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1021

AN ORDINANCE AMENDING ORDINANCE NOS. 610, 587, 414, 751, 755, 807, AND 857 CODIFIED AS LAKE STEVENS MUNICIPAL CODE SECTION 3.44.010, ENTITLED "CASHIER'S CHANGE FUND CREATED" TO ACCOMMODATE CUSTOMER PAYMENTS AT CITY HALL AND THE POLICE STATION.

WHEREAS, there is a need to provide separate cash funds for each individual who receipts payments at City Hall and at the Police Station with adequate funds to accommodate customer payments, and

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

Section 1. Ordinance Nos. 610, 587, 414, 751, 755, 807, and 857 codified as Lake Stevens Municipal Code Section 3.44.010, entitled "Cashier's Change Fund Created", is hereby amended to read as follows:

3.44.010 Cashier's Change Fund Created. The City of Lake Stevens shall retain ~~four~~ three separate cash funds at City Hall of \$100.00 each and ~~four~~ five separate cash funds at the Police Station; ~~three at \$100.00 each and one at~~ one at \$200.00 each, known as the Cashier's Change Funds, to accommodate customer payments.

Section 2. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in force five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 27th day of March, 2018.

---

John Spencer, Mayor

ATTEST/AUTHENTICATION:

---

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

---

Grant Weed, City Attorney

First and Final Reading:  
Published:  
Effective:

ORDINANCE NO. 1021



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

Council Agenda 27 March 2018  
Date: \_\_\_\_\_

**Subject:** Asbestos and Lead Paint Testing of Structures Professional Service Agreement

<b>Contact</b> <b>Person/Department:</b>	Eric Durpos Public Works	<b>Budget</b> <b>Impact:</b>	<b>\$5,989.50</b>
---	-----------------------------	---------------------------------	-------------------

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the Mayor to execute a Professional Service Agreement with Pacific Rim Environmental, Inc. for an amount not to exceed \$5,989.50 to perform Asbestos and Lead Testing.

---

**SUMMARY/BACKGROUND:** The Public Works Department intends to demolish structures on City owned properties that have been authorized for demolition by council. Asbestos is classified as a hazardous air pollutant by the U.S. Environmental Protection Agency and therefore all demolition projects must comply with certain asbestos requirements before they begin. This applies to all structures with greater than 120 square feet of roof area. Public Works has sought services to identify asbestos and lead paint materials, develop an abatement plan and associated cost estimate for the asbestos and paint removal to include permitted disposal of waste material, and to secure any permits required to perform the testing.

Upon the completion of the asbestos and lead paint analysis, an abatement plan (findings and mitigation recommendations report) will be prepared that identifies the locations (site sketch) of found asbestos and lead paint, material with asbestos (example: floor tile, insulation, ceiling tiles), estimated quantities of each material, and other pertinent information that will be used to provide a detailed plan, specifications and cost estimate for the removal and disposal of all asbestos and lead paint material at the identified structures.

---

**BUDGET IMPACT:** General Repair & Maintenance 001-013-518-20-48-00

---

**ATTACHMENTS:**

- Small Public Works Contract
- Bid Documents

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF LAKE STEVENS, WASHINGTON AND  
PACIFIC RIM ENVIRONMENTAL, INC., 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 Pacific Rim Environmental, Inc., 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 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 the day of Notice to Proceed and shall terminate at midnight, 31 December 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. City consents to materials testing by a laboratory certified to test for lead and for asbestos.

**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 consultant's 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 NA:

---

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 \$5989.50 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

**To the Consultant:**

Pacific Rim Environmental, Inc.  
Attn: Tricia Lewis  
6510 South Center Blvd, Suite 40  
Tukwila, WA 98188-2549

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 \_\_\_\_\_, 2018.

CITY OF LAKE STEVENS

PACIFIC RIM ENVIRONMENTAL, INC.

By: \_\_\_\_\_  
John Spencer, Mayor

By: \_\_\_\_\_  
Tricia Lewis, Vice President

Approved as to Form:

By: \_\_\_\_\_  
Grant K. Weed, City Attorney

## Exhibit A

### Scope of Services

#### Asbestos and Lead Paint Testing of Structures

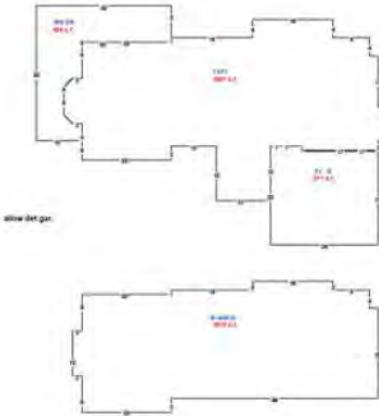
**Overview:** City intends to demolish four structures and is seeking services to identify asbestos and lead paint materials, develop an abatement plan and associated cost estimate for the asbestos and paint removal to include permitted disposal of waste material, and to secure any permits required to perform the testing. This Request for proposal does not include any material removal or abatement.

#### 9208 21<sup>st</sup> ST SE

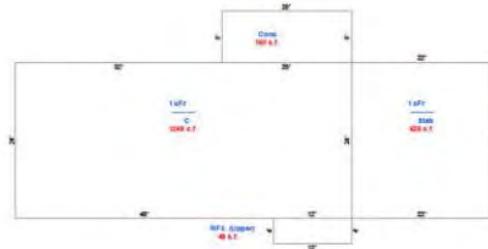
**Structure 1** is a 1993 home built structure, 1 story with basement with LAP siding. *Detached 480 square foot garage.*



Floor 1 base square-footage 1897 Floor B base square-footage 1672

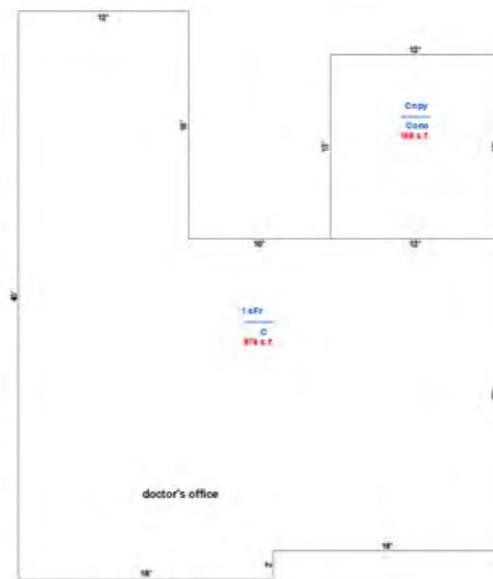


1925 99<sup>th</sup> AVE SE LAKE STEVENS, WA 98258  
**Structure 2** is 1971 home built structure, 1 story dwelling with 1776 square foot. *Detached non-residential structure 2200sq ft.*



9407 4<sup>th</sup> Street NE |

Structure 1 – 1 Story Dwelling



Base SF 976      Finished SF 976

Structure 2 – General Office



Base SF 532

**Scope of Work:** Perform an entire facility asbestos and lead paint testing and analysis of the three identified structures following accepted industry practice. Upon the completion of the asbestos and lead paint analysis, an abatement plan (findings and mitigation recommendations report) will be prepared that identifies the locations (site sketch) of found asbestos and lead paint, material with asbestos (example: floor tile, insulation, ceiling tiles), estimated quantities of each material, and other pertinent information that will be used to provide a detailed plan, specifications and cost estimate for the removal and disposal of all asbestos and lead paint material at the three identified structures.

**Bid Item Description:**

Bid Item 1 – **Asbestos Sampling and Testing** – this includes the review of the structure, extracting sample(s), and the testing of the sample material for the contents of asbestos. Unit shall be per each test and shall include all labor, testing process, documentation, permitting costs, taxes, and any other associated cost to complete a single sampling test. Unit shall be per **EACH** asbestos sampling and testing performed.

Bid Item 2 – **Lead Paint Sampling and Testing** – this includes the review of the structure, extracting sample(s), and the testing of the sample material for the contents of lead. Unit shall be per each test and shall include all labor, testing process, documentation, permitting costs, taxes, and any other associated cost to complete a single sampling test. Unit shall be per **EACH** lead paint sampling and testing performed.

Bid Item 3 – **Abatement Plan** – findings report to include a recommended abatement plan for **EACH** structure that shall include the following:

- Description of findings for each positive test for asbestos and lead paint.
- Facility floor plan showing the location of all identified asbestos and lead paint locations within the structure.
- Estimated quantity of all identified asbestos and lead paint material to be removed to provide a clean site ready for demolition.
- Proposed removal and disposal process and specifications for removal and disposal of asbestos and lead paint material.
- Cost estimate to implement abatement of the structure to include site cleanup.
- Estimated schedule to perform work.

Unit shall be per each facility.

**Time of Completion:** All work under this proposal to be completed 30 days from notice to proceed.

**Supplement of Agreement:** The City may supplement this contract to include other structures up to a period of two years

**City of Lake Stevens**

**Pacific Rim Environmental, Inc. Proposal 02202018-012**

**Bid Proposal for 9208 21ST ST SE & 1925 99TH AVENUE SE LAKE STEVENS**

**Asbestos and Lead Paint Testing of Structures**

The following proposal is for Asbestos and Lead Paint Testing of Structures as described in this Request for Bids. Unit shall be per each facility.

Note: The City may at its discretion select to implement only one or more bid items and a single quantity or more throughout the term of the contract. Some bid items may never be implemented during the term of this contract. The estimated quantities shown on the bid proposal are for the purpose to evaluate each bid for determination of the lowest responsive bid.

Description	Unit	Unit Proposal	Est Qty	Total Proposal
Bid Item 1 – Asbestos Sampling and Testing –	Each	\$ 44.00	x 40	\$ 1,760.00
Bid Item 2 – Lead Paint Sampling and Testing –	Each	\$ 12.00	x 20	\$ 440.00
Bid Item 3 – Abatement Plan –	Each	\$ 600.00	x 2	\$ 1,200.00
<b>SUB- TOTAL</b>				<b>\$ 3,400.00</b>
Sales tax (8.9%)				\$ 302.60
<b>TOTAL BASE BID</b> (Sub-Total + Sales Tax)				<b>\$ 3,702.60</b>

**City of Lake Stevens**

**Bid Proposal for 9407 4th Street NE**

**Asbestos and Lead Paint Testing of Structures**

The following proposal is for Asbestos and Lead Paint Testing of Structures as described in this Request for Bids. Unit shall be per each facility.

Note: The City may at its discretion select to implement only one or more bid items and a single quantity or more throughout the term of the contract. Some bid items may never be implemented during the term of this contract. The estimated quantities shown on the bid proposal are for the purpose to evaluate each bid for determination of the lowest responsive bid.

Description	Unit	Unit Proposal	Est Qty	Total Proposal
Bid Item 1 – Asbestos Sampling and Testing –	Each	\$ 64.00	x 20	\$ 1280.00
Bid Item 2 – Lead Paint Sampling and Testing –	Each	\$ 22.00	x 10	\$ 220.00
Bid Item 3 – Abatement Plan –	Each	\$ 600.00	x 1	\$ 600.00
<b>SUB- TOTAL</b>				<b>\$ 2,100.00</b>
Sales tax (8.9%)				\$ 186.90
<b>TOTAL BASE BID</b> (Sub-Total + Sales Tax)				<b>\$ 2286.90</b>

**\*ADDITIONAL SAMPLING COST DUE TO STRUCTURE BEING OCCUPIED BY BUSINESS, WORK TO BE COMPLETED OUT SIDE OF NORMAL BUSINESS HOURS.**

## Bid Proposal (Continued) for Asbestos and Lead Paint Testing of Structures

If awarded this bid, I will be able to perform this project.

Company: Pacific Rim Environmental, Inc. Email: tlewis@pacrimenv.com  
Address: 6510 Southcenter Blvd. Suite 40 City: Tukwila Zip: 98188  
Signature: Tricia Lewis Date: 2/20/2018 2016  
Print Name: Tricia Lewis Phone: 206-244-8965

References: Please provide at least two services provided to a government agency similar to this contract for services for the testing for and reporting regarding asbestos and lead based paint:

Agency: City of Auburn Dates: Since 2004  
Contract Person: Jacob Sweeting, Asst. City Engineer Phone: 253-804-3118  
Email: jsweeting@auburnwa.gov  
Agency: Puget Sound Energy Dates: Since 2000  
Contract Person: Clay Wallace AIA, Facilities PM Phone: 425-691-7519  
Email: clay.wallace@pse.com

Name and address of proposed testing Laboratory: PacRim In-House Laboratory

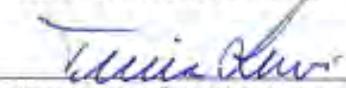
## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date February 7<sup>th</sup> 2018, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

**Pacific Rim Environmental, Inc.**

Bidder's Business Name



Signature of Authorized Official\*

**Tricia Lewis**

Printed Name

**Vice President**

Title

**02/20/2018**

**Tukwila**

**WA**

Date

City

State

*Check One:*

Sole Proprietorship  Partnership  Joint Venture  Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

**Washington**

If a co-partnership, give firm name under which business is transacted:

*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

**BID SUMMARY**  
**City of Lake Stevens**  
**Public Works**

PROJECT	BASE BID	SALES TAX (IF APPLICABLE)	TOTAL BID
18015 Abatement			
BIDDER			
#1			
NVL Labs, Inc 4708 Aurora Avenue N Seattle, WA 98103 206-547-0100	\$4,380.00	\$389.82	\$4,769.82
#2			
Pacific Rim Environmental, Inc. 6510 South Center Blvd, Suite 40 Tukwila, WA 98188 206-244-8965	\$3,400.00	\$302.60	\$3,702.60
#3			
		\$0.00	\$0.00
#4			
		\$0.00	\$0.00

COMPLETED BY:

Amanda Wells

DATE: 3/19/2018



This page left blank intentionally



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda**

**Date:** March 27, 2018

**Subject:** Authorize Professional Services Agreement with Feldman & Lee, P.S for Public Defense Social Services Program

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

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize Professional Services Agreement with Feldman & Lee, P.S for Public Defense Social Services Program for 2018 and 2019.

**SUMMARY/BACKGROUND:** The City contracts with Feldman & Lee, P.S. for public defender services. This is a separate agreement that would allow for the continuation of a Social Worker Services program to be managed by Feldman & Lee from January 1, 2018 through December 31, 2019. A grant was requested in the amount of \$80,000 from the State Office of Public Defense; an amount equal to \$25,000 per year was granted for 2018 and 2019.

The City of Lake Stevens originally applied for a grant through Office of Public Defense for Social Services on behalf of the City of Lake Stevens and the City of Arlington in 2017. This is a collaborative program to help defendants in need of social services who cannot afford them. This program seeks to improve the quality of public defense in our cities by allowing our public defenders to work on more issues of law rather than social service and case management.

This program began in early 2017. Through the end of 2017, the Social Services program has helped 375 clients from Lake Stevens and 647 clients from Arlington. The City received an additional \$2,247 to expand the work being done under the original grant and help indigent defense clients pay for mitigating services pre-trial. These services include but are not limited to alcohol and drug evaluations, domestic violence evaluations, anger management, and mental health evaluations.

As the lead agency on this grant, the City of Lake Stevens will continue make payments from the grant funding on behalf of the City of Arlington as well as Lake Stevens own payments. The City will receive quarterly reports from Feldman & Lee for social work performed with indigent defendants for both cities. These reports will show separately, by agency, work performed and amounts applied. The City of Arlington will receive an accounting of grant funds utilized on their behalf for reconciliation and reporting.

**APPLICABLE CITY POLICIES:** N/A

**BUDGET IMPACT:** N/A

**ATTACHMENTS:**

Attachment A: PSA for Public Defender Social Services Program

Exhibit A: Grant Agreement GRT18496

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into this date by and between the CITY OF LAKE STEVENS, a Washington municipal corporation (“CLS”), and the CITY OF ARLINGTON, a Washington municipal corporation (“CA”), sometimes collectively referred to as the “Parties”.

### RECITALS

- A. The Parties are public agencies, as defined in RCW 39.34.020(1) that wish to enter into an Agreement pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act.
- B. The Parties have obtained a grant from the Office of Public Defense (the “Grant”) and CLS has entered into a Professional Services Agreement with Feldman & Lee, P.S.(the “PSA”) for a public defense social services program (the “Program”).
- C. The Parties need to memorialize between them the manner of administration of the Grant and the PSA and the operation of the Program.

NOW, THEREFORE, in consideration of the mutual benefits contained herein, the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

### AGREEMENT

1. **Incorporation.** The Recitals set forth above are by this reference incorporated into this Agreement and are binding commitments and representations of the Parties.
2. **Administration.** CLS shall be the lead agency and be responsible for receipt of Grant funding, receipt of city match funding, for administering the Program and the PSA. CLS will do all reporting required by the Grant, monitor and enforce performance under the PSA, and using grant and match funding only, pay all bills and obligations related to the Grant and the PSA.
  - 2.1. The Parties agree to create a Review Committee (the “Committee”) which will consist of two (2) individuals, one appointed by CLS and one appointed by CA. Any issues related to performance under this Agreement shall be referred to the Committee for resolution.
  - 2.2. It is anticipated that there may be an interim report or inquiries by the consultant under the PSA. If CLS is uncertain how to administer the Program as a result of the report or inquiry it may refer the issue to the Committee. The Committee agrees to meet or discuss the progress of the Program at any time upon the request of either Party. All written communications of the Committee shall be available to the Parties.
3. **Funds for the Program.** The funds for the Program shall be the annual Grant proceeds in the amount of \$25,000.00 and the local match of \$11,800. CA shall pay 60% of the local match funds, being \$7,800.00 directly to Feldman & Lee, P.S. within thirty (30) days of invoice for the

match funds. CLS shall pay 40% of the local match funds, being \$4,720.00 in addition to the grant funds within (30) days of invoice from Feldman & Lee, P.S.

4. **Services under PSA.** The services under the PSA shall be equally available to both parties to improve their indigent defense services.

5. **Termination.** This Agreement shall conclude on December 31, 2019, and terminate when closeout of all obligations under the Grant have occurred and been accepted by the granting agency. Provided however, this Agreement may be terminated by either party in the event the grant funding is discontinued or not received or if the portion which is to be match funding is not appropriated through the budget process of either party. In the event of termination, any unused funding shall be returned in proportion to the contributions of each party after payment of all expenses.

6. **Powers.** The Parties warrant that each holds the power, authority and/or authorization as required by applicable law to enter into this Agreement.

7. **Severability.** In the event that any provision in this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and invalidated to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision hereof shall not affect the remaining provisions.

8. **Applicable Law; Recording-Posting.** This Agreement shall be governed by the laws of the state of Washington, and the venue of any dispute under this Agreement shall be in Snohomish County. The Parties agree to either record this Agreement with the Snohomish County Auditor or to electronically post a copy of this Agreement on their respective websites. If recorded, CLS shall be responsible to use Program funds for the costs to record this Agreement. Each Party shall be responsible for the costs of electronically posting this Agreement on their respective websites.

9. **No Entity Created.** The Parties agree that there is no separate organization or administrative entity created or necessitated by this Agreement. Nothing herein shall be deemed the creation of a partnership or similar entity between the Parties.

10. **Mutual Negotiation and Construction.** This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.

11. **Notice.** Any notice required by this Agreement shall be sent to:

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

City of Arlington  
238 N. Olympic Avenue  
Arlington, WA 98223  
Attn: City Clerk

12. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the City and the Port regarding the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be altered, amended or modified in any way unless such modification, alteration or amendment is reduced to writing, mutually agreed upon and signed by both Parties. The “effective date of this Agreement” shall be deemed to be the date of the last signature set forth below. However, the effective date of the Program is January 1, 2018.

IN WITNESS WHEREOF, the Parties have signed this Agreement the day and year written below.

CITY OF LAKE STEVENS

CITY OF ARLINGTON

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Grant Weed, City Attorney

Approved as to Form:

\_\_\_\_\_  
Steven Peiffle, City Attorney

Attest:

\_\_\_\_\_  
Kathy Pugh, City Clerk

Attest:

\_\_\_\_\_  
City Clerk

**Grant Agreement No. GRT18496**

**FACE SHEET**

**WASHINGTON STATE OFFICE OF PUBLIC DEFENSE**

<b>1. Grantee</b> City of Lake Stevens PO Box 257 Lake Stevens, WA 98258-0257	<b>2. Grantee Representative</b> John Dyer Chief of Police 2211 Grade Road Lake Stevens, WA 98259
<b>3. Office of Public Defense (OPD)</b> 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	<b>4. OPD Representative</b> Joanne I. Moore Director Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
<b>5. Grant Amount</b> \$50,000	<b>6. Grant Period</b> January 1, 2018 through December 31, 2019
<b>7. Grant Purpose</b> The Chapter 10.101 RCW city grants are competitive grants for the purpose of improving the quality of public defense services in Washington municipalities. (See Chapter 10.101 RCW.)	
The Office of Public Defense (OPD) and Grantee, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start January 1, 2018 and end December 31, 2019. The rights and obligations of both parties to this Grant are governed by this Grant Agreement and the following other documents incorporated by reference: Special Terms and Conditions of the City Grant Agreement, General Terms and Conditions of City Grant Agreement, and Exhibits A, B, and C.	
<b>FOR THE GRANTEE</b>  Name, Title _____ 10/11/17 Date	<b>FOR OPD</b>  _____ Joanne I. Moore, Director _____ 10/31/17 Date

## SPECIAL TERMS AND CONDITIONS OF THE CITY GRANT AGREEMENT

### 1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Grant.

- a. The Representative for OPD and their contact information are identified on the Face Sheet of this Grant.
- b. The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

### 2. GRANT AWARD AMOUNT

The Grantee is awarded fifty thousand and 00/100 Dollars (\$50,000) to be used for the purpose(s) described in the USE OF GRANT FUNDS below. One-half of the award amount shall be disbursed to Grantee in January, 2018 for use during calendar year 2018. The remaining one-half shall be disbursed to Grantee in January, 2019 for use during calendar year 2019.

### 3. PROHIBITED USE OF GRANT FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)

- a. Grant funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of state grant funds.
- b. Grant funds cannot be spent on purely administrative functions or billing costs.
- c. Grant funds cannot be used for cost allocation.
- d. Grants funds cannot be used for indigency screening costs.
- e. Grant funds cannot be used for city or court technology systems or administrative equipment.
- f. Grant funds cannot be used for city attorney time, including advice on public defense contracting.

### 4. USE OF GRANT FUNDS

- a. Grantee agrees to use the grant funds for the following:
  - i. Social work services to assist public defense attorneys
- b. Grantee agrees to obtain OPD's written permission before funds are used for any purpose other than those listed in Section 4a above.
- c. Grantee agrees to use the first disbursement of funds in calendar year 2018, and the second disbursement of funds in calendar year 2019. If Grantee is unable to use the funds in the year for which the funds are disbursed, the Grantee agrees to notify OPD to determine what action needs to be taken.
- d. Grantee agrees to deposit the grant check within fourteen days of receipt.

### 5. OVERSIGHT

- a. Grantee agrees to submit written reports to OPD. The first report shall be submitted to OPD no later than June 30, 2018 using the template found in Exhibit A. The second report shall be submitted to OPD no later than December 15, 2018 using the template found in Exhibit B. The third report shall be submitted to OPD no later than June 30, 2019 using the template found in

Exhibit C. Where indicated, reports must be submitted along with the Grantee City's public defense attorneys' contracts, certifications of compliance, and other required documentation.

- b. Over the duration of the grant term, OPD will conduct site visits for purposes of addressing improvements to public defense and ensuring the use of grant funds for their specified purposes. At OPD's request, Grantee will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and city representatives.

6. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes, regulations, and court rules
- Special Terms and Conditions Of the City Grant
- General Terms and Conditions of the City Grant

## GENERAL TERMS AND CONDITIONS OF THE CITY GRANT AGREEMENT

### **1. ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

### **2. AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

### **3. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

### **4. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of OPD.

### **5. ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

### **6. CONFORMANCE**

If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

### **7. ETHICS/CONFLICTS OF INTEREST**

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

### **8. GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

### **9. INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Grant.

### **10. LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

**11. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part.

**12. RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of the Grant, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

**13. RECORDS MAINTENANCE**

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant. Grantee shall retain such records for a period of six (6) years following the end of the grant period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

**14. RIGHT OF INSPECTION**

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

**15. SEVERABILITY**

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

**16. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing.

## Exhibit A

### Washington State Office of Public Defense Public Defense Improvement Program City Grant Report #1

*All City grant recipients are required to submit a completed copy of this report, along with corresponding documentation, to the Washington State Office of Public Defense by June 30, 2018.*

City: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

#### Section I: Public Defense Expenditures/Budget

##### 1.1 In 2017, the city paid indigent defense expenses as follows:

- a. Amount spent on attorney salaries and benefits, and contract attorney amounts including conflict attorneys: \_\_\_\_\_ \$ \_\_\_\_\_
- b. Amount spent on investigators, experts, and other indigent defense costs: \_\_\_\_\_ \$ \_\_\_\_\_

2017 Total: \_\_\_\_\_ \$ \_\_\_\_\_

Does the above amount include state grant funds? \_\_\_\_\_

##### 1.2 For 2018, the city **budgeted** indigent defense expenses as follows:

- a. Amount budgeted for attorney salaries and benefits, and contract attorney amounts including conflict attorneys: \_\_\_\_\_ \$ \_\_\_\_\_
- b. Amount budgeted for investigators, experts, and other indigent defense costs: \_\_\_\_\_ \$ \_\_\_\_\_

2018 Total: \_\_\_\_\_ \$ \_\_\_\_\_

Does the above amount include state grant funds? \_\_\_\_\_

## Section II: Case Assignments

### 2.1 In 2017, attorneys providing indigent defense representation had the following caseloads:

*Fill in section 2.1(a) if the city has a public defender agency or contracts with a county public defender agency or non-profit public defense firm. Fill in section 2.1(b) for list appointments or contracts with private attorneys.*

#### a. Cities using public defender agencies.

Number of cases assigned to public defender agency (not including conflict counsel): \_\_\_\_\_

Number of probation violations and other miscellaneous post sentencing hearings assigned: \_\_\_\_\_

Number of full-time-equivalent public defenders: \_\_\_\_\_

Average per-attorney caseload, if available: \_\_\_\_\_

Number of cases assigned to conflict counsel: \_\_\_\_\_

#### b. Cities using list appointments or contracts with private attorneys.

Number of cases assigned to public defense attorneys: \_\_\_\_\_

Number of probation violations and other miscellaneous post sentencing hearings assigned: \_\_\_\_\_

Number of attorneys with public defense contracts or on court's appointment list: \_\_\_\_\_

Average per-attorney caseload, if available: \_\_\_\_\_

## Section III: Grant Funds

### 3.1

Grant Amount Awarded for 2018:	
--------------------------------	--

### 3.2

Amount of Annual Grant Funding Spent to Date:	
---	--

### 3.3

Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i> ):	
--	--

**3.4**

Description of How Grant Funds Have Been Used to Date:

**3.5**

Plans for Utilizing Remaining Funds by End of Calendar Year (If Applicable):

**3.6**

Description of Impact State Funds Have Had on Local Public Defense Services:

**3.7**

Is there any particular technical assistance that OPD can provide your city?

## Section IV: Attachments and Tables

- 4.1 If the city has public defense contracts, fill out the Table of Public Defense Contracts (*Table I*), and provide a copy of each *current contract* in alphabetical order by attorney name.** If possible, please provide scanned copies of contracts, by CD or email attachment. Failure to provide current contracts could result in an incomplete report.
- 4.2 If the court appoints public defense attorneys from a list, provide the name of each attorney and the compensation paid per case or per hour in the Table of List-Appointed Public Defense Attorneys (*Table II*).**
- 4.3 If the City has adopted any new public defense policies, ordinances, or resolutions within the last year, please attach them to this report.**
- 4.4 Provide copies of attorneys' 2018 quarterly Certificates of Compliance.**

**Table I: Public Defense Contracts and Subcontracts Currently in Effect (2018)**

**Table II: List-Appointed Public Defense Attorneys (2018)**

Name of attorney/firm (If firm, please identify (1) the total number of attorney FTEs handling public defense cases, and (2) the name of each attorney handling public defense cases)	Method and rate of payment (per case/per hour, etc.)	Number of cases assigned

## Exhibit B

Washington State Office of Public Defense  
Public Defense Improvement Program  
City Grant Report #2

*All City grant recipients are required to submit a completed copy of this report to the Washington State Office of Public Defense by December 31, 2018. Failure to timely submit this report could delay disbursement of 2019 grant funds.*

<b>City:</b>	
<b>Report Date:</b>	
<b>Contact - Name:</b>	
<b>Email:</b>	
<b>Phone:</b>	
<b>Address:</b>	
<b>2018 Award Amount:</b>	
<b>Amount Spent to Date:</b>	
<b>Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>)</b>	
<b>Description of How Grant Funds Have Been Used in 2018:</b>	

<b>Plans for Utilizing 2019 Grant Funds:</b>	
<b>Description of Impact State Funds Have Had on Local Public Defense Services</b>	
<b>Is there any particular technical assistance that OPD can provide your city?</b>	

## Exhibit C

Washington State Office of Public Defense  
Public Defense Improvement Program  
City Grant Report #3

*All City grant recipients are required to submit a completed copy of this report, along with all public defense attorneys' 2019 quarterly Certificates of Compliance to the Washington State Office of Public Defense by June 30, 2019.*

<b>City:</b>	
<b>Report Date:</b>	
<b>Contact - Name:</b>	
<b>Email:</b>	
<b>Phone:</b>	
<b>Address:</b>	
<b>2019 Award Amount:</b>	
<b>Amount Spent to Date:</b>	
<b>Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>)</b>	
<b>Description of How Grant Funds Have Been Used to Date:</b>	

<b>Plans for Utilizing Remaining Funds by End of Calendar Year (If Applicable)</b>	
<b>Description of Impact State Funds Have Had on Local Public Defense Services</b>	
<b>Is there any particular technical assistance that OPD can provide your city?</b>	



This page left blank intentionally



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda**

**Date:** March 27, 2018

**Subject:** Interlocal Agreement between City of Lake Stevens and the City of Arlington for Joint Grant Administration

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

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the Mayor to Enter into an Interlocal Agreement between the City of Lake Stevens and the City of Arlington to Administer a Joint Office of Public Defense Grant for the Social Services Program.

**SUMMARY/BACKGROUND:** The City of Lake Stevens originally applied for a grant through Office of Public Defense for Social Services on behalf of the City of Lake Stevens and the City of Arlington in 2017. This is a collaborative program to help defendants in need of social services who cannot afford them. This program seeks to improve the quality of public defense in our cities by allowing our public defenders to work on more issues of law rather than social service and case management. A grant was requested in the amount of \$80,000 from the State Office of Public Defense; an amount equal to \$25,000 per year was granted for 2018 and 2019.

As the lead agency on this grant, the City of Lake Stevens will continue make payments from the grant funding on behalf of the City of Arlington as well as Lake Stevens own payments. The City will receive quarterly reports from Feldman & Lee for social work performed with indigent defendants for both cities. These reports will show separately, by agency, work performed and amounts applied. The City of Arlington will receive an accounting of grant funds utilized on their behalf for reconciliation and reporting.

This interlocal agreement formalizes the responsibilities and functions of each entity with regard to the administration and use of this grant.

**APPLICABLE CITY POLICIES:** RCW 39.34 Interlocal Cooperation Act

**BUDGET IMPACT:** N/A

**ATTACHMENTS:**

Attachment A: Interlocal Agreement between City of Lake Stevens and City of Arlington

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into this date by and between the CITY OF LAKE STEVENS, a Washington municipal corporation (“CLS”), and the CITY OF ARLINGTON, a Washington municipal corporation (“CA”), sometimes collectively referred to as the “Parties”.

### RECITALS

- A. The Parties are public agencies, as defined in RCW 39.34.020(1) that wish to enter into an Agreement pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act.
- B. The Parties have obtained a grant from the Office of Public Defense (the “Grant”) and CLS has entered into a Professional Services Agreement with Feldman & Lee, P.S.(the “PSA”) for a public defense social services program (the “Program”).
- C. The Parties need to memorialize between them the manner of administration of the Grant and the PSA and the operation of the Program.

NOW, THEREFORE, in consideration of the mutual benefits contained herein, the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

### AGREEMENT

1. **Incorporation.** The Recitals set forth above are by this reference incorporated into this Agreement and are binding commitments and representations of the Parties.
2. **Administration.** CLS shall be the lead agency and be responsible for receipt of Grant funding, receipt of city match funding, for administering the Program and the PSA. CLS will do all reporting required by the Grant, monitor and enforce performance under the PSA, and using grant and match funding only, pay all bills and obligations related to the Grant and the PSA.
  - 2.1. The Parties agree to create a Review Committee (the “Committee”) which will consist of two (2) individuals, one appointed by CLS and one appointed by CA. Any issues related to performance under this Agreement shall be referred to the Committee for resolution.
  - 2.2. It is anticipated that there may be an interim report or inquiries by the consultant under the PSA. If CLS is uncertain how to administer the Program as a result of the report or inquiry it may refer the issue to the Committee. The Committee agrees to meet or discuss the progress of the Program at any time upon the request of either Party. All written communications of the Committee shall be available to the Parties.
3. **Funds for the Program.** The funds for the Program shall be the annual Grant proceeds in the amount of \$25,000.00 and the local match of \$11,800. CA shall pay 60% of the local match funds, being \$7,800.00 directly to Feldman & Lee, P.S. within thirty (30) days of invoice for the

match funds. CLS shall pay 40% of the local match funds, being \$4,720.00 in addition to the grant funds within (30) days of invoice from Feldman & Lee, P.S.

4. **Services under PSA.** The services under the PSA shall be equally available to both parties to improve their indigent defense services.

5. **Termination.** This Agreement shall conclude on December 31, 2019, and terminate when closeout of all obligations under the Grant have occurred and been accepted by the granting agency. Provided however, this Agreement may be terminated by either party in the event the grant funding is discontinued or not received or if the portion which is to be match funding is not appropriated through the budget process of either party. In the event of termination, any unused funding shall be returned in proportion to the contributions of each party after payment of all expenses.

6. **Powers.** The Parties warrant that each holds the power, authority and/or authorization as required by applicable law to enter into this Agreement.

7. **Severability.** In the event that any provision in this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and invalidated to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision hereof shall not affect the remaining provisions.

8. **Applicable Law; Recording-Posting.** This Agreement shall be governed by the laws of the state of Washington, and the venue of any dispute under this Agreement shall be in Snohomish County. The Parties agree to either record this Agreement with the Snohomish County Auditor or to electronically post a copy of this Agreement on their respective websites. If recorded, CLS shall be responsible to use Program funds for the costs to record this Agreement. Each Party shall be responsible for the costs of electronically posting this Agreement on their respective websites.

9. **No Entity Created.** The Parties agree that there is no separate organization or administrative entity created or necessitated by this Agreement. Nothing herein shall be deemed the creation of a partnership or similar entity between the Parties.

10. **Mutual Negotiation and Construction.** This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.

11. **Notice.** Any notice required by this Agreement shall be sent to:

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

City of Arlington  
238 N. Olympic Avenue  
Arlington, WA 98223  
Attn: City Clerk

12. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the City and the Port regarding the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be altered, amended or modified in any way unless such modification, alteration or amendment is reduced to writing, mutually agreed upon and signed by both Parties. The “effective date of this Agreement” shall be deemed to be the date of the last signature set forth below. However, the effective date of the Program is January 1, 2018.

IN WITNESS WHEREOF, the Parties have signed this Agreement the day and year written below.

CITY OF LAKE STEVENS

CITY OF ARLINGTON

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Grant Weed, City Attorney

Approved as to Form:

\_\_\_\_\_  
Steven Peiffle, City Attorney

Attest:

\_\_\_\_\_  
Kathy Pugh, City Clerk

Attest:

\_\_\_\_\_  
City Clerk



Staff Report  
City of Lake Stevens  
City Council

Public Hearing  
Date: **March 27, 2018**

Subject: **LUA2017-0148:** Applicant initiated code amendment establishing a Model Home Ordinance.

Contact Person/Department: Joshua Machen, *Senior Planner* / Russ Wright, *Community Development Director*

---

**SUMMARY:** In accordance with LSCM 14.16C.075 a private petitioner has requested that the City consider amending the municipal code to develop a model home ordinance.

---

**ACTION REQUESTED OF CITY COUNCIL:**

Conduct a public hearing, receive public comment, and approve Ordinance 1019 adopting model homes regulations.

---

**BACKGROUND / HISTORY:**

As proposed by the petitioner a model home ordinance would allow the construction of model homes within a proposed subdivision after preliminary plat approval was granted, but prior to the final recording of the plat. It could also be used to permit temporary sales offices within one of the model homes.

While model home ordinances are not prevalent throughout Western Washington, several cities do have model home ordinances, including Monroe, Marysville and Mill Creek. Attached is a comparison of other Western Washington jurisdictions that have model home ordinances and list the percentage of homes allowed to be constructed and the maximum number allowed (Attachment A). The drafted ordinance also contains provisions to protect the public interest, including required indemnification agreements and financial assurance prior to the construction of any model home (Attachment D).

On December 12, 2017, the City Council was briefed on the petitioners request to develop a model home ordinance and directed staff to develop a model home ordinance to be reviewed by the Planning Commission with a recommendation to the City Council.

On February 7, 2018, the Planning Commission was briefed on the proposed ordinance and expressed no concerns.

A duly noticed public hearing was held before the Planning Commission on March 21, 2018. A couple of days prior to the hearing the proponent and the Master Builders association submitted comments regarding the draft ordinance. Response to those comments were provided to the Planning Commission prior to the hearing in a Memorandum dated March 21, 2018 (Attachment B). After

detailed discussion of the comments and concerns the Planning Commission recommended approval of the Model Home Ordinance (Attachment C).

## **FINDINGS AND CONCLUSIONS FOR THE MODEL HOME CODE AMENDMENTS:**

### **1. *Compliance with selected elements of the Comprehensive Plan:***

- LAND USE ELEMENT POLICY 2.3.1 - Review development standards and regulations to ensure that they possess an appropriate level of flexibility to promote efficient use of buildable land, balanced with the need for predictable decision-making.

**Conclusions** – The proposed code amendments are consistent with the Comprehensive Plan goals and policies as they relate to providing an appropriate level of flexibility and balance in the development regulations.

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

- The applicant prepared an environmental checklist for the proposed code revisions, dated October 4, 2017.
- The SEPA official issued a threshold Determination of Non-Significance (DNS) on January 24, 2018.
- No comments or appeals were received.

**Conclusions** – The proposed code amendments will meet local and state SEPA requirements.

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

- The city requested expedited review from the Department of Commerce on January 22, 2018.
- The Department of Commerce sent granted approval on February 6, 2018
- Staff will file the final ordinance with the Department of Commerce within 10 days of City Council action.

**Conclusions** – The proposed code amendments will meet Growth Management Act requirements.

### **4. *Public Notice and Comments***

- The city published a notice of SEPA determination in the Everett Herald on January 24, 2018. The notice was also posted at City Hall and on the City's website
- The city published a notice of Public Hearing in the Everett Herald on February 21, 2018 and February 28, 2018 and then again on March 12, 2018 and March 16, 2018 per LSMC 14.16B.

**Conclusions** – The City has met public noticing requirements per Chapter 14.16B LSMC.

### **Attachments**

- A Model Home Comparison Chart
- B Memorandum to Planning Commission w/attachments

- C. Planning Commission Recommendation Letter
- D. Draft Ordinance 1019

# Model Home Ordinance Comparison

<u>Jurisdiction</u>	<u>Percentage Allowed</u>	<u>Max Number of Units Allowed</u>	
Snohomish County		9	
Monroe	20%	7	
Marysville		9	
Mill Creek		4	
Renton	20%	5	
Auburn		4	(2 for less than 20 lots)
Mt. Vernon	20%	9	
North Bend		5	(At director discretion)
Poulsbo		4	(Per phase, if previous phase is completed)
Tumwater		4	
<b>Average:</b>	<b>20%</b>	<b>6</b>	
<b>Applicant request</b>	<b>30%</b>	<b>7 - formal subdivisions</b> <b>3 - short subdivisions</b>	(Any subdivision containing 21 lots or more would be allowed 7-model homes, and any short plat containing 7 lots or more would be allowed 3-model homes, based on rounding rule)
<b>Lake Stevens Staff Recommendation</b>	<b>20%</b>	<b>6 - formal subdivisions</b> <b>2 - short subdivisions</b>	(Any subdivision containing 25 lots or more would be allowed 6-model homes, and any short plat containing 5 lots or more would be allowed 2-model homes, based on rounding rule)

## Attachment B (SR)



# Memorandum

**Date:** March 21, 2018  
**To:** Lake Stevens Planning Commission  
**From:** Joshua Machen, *Senior Planner* / Russ Wright, *Community Development Director*  
**Subject:** LUA2017-0148: *Applicant initiated code amendment establishing a Model Home Ordinance.*

---

On Monday March 19, 2018, the city received two comment letters regarding the proposed Model Home Ordinance. One was from the Master Builders Association (Attachment A) and the other from the applicant, Toyer Strategic Consulting (Attachment B). Both comment letters expressed similar concerns, specifically the requirement for diversity among the model homes and the requirement for a financial security, which was proposed to protect the City's interest if the final plat process were to fail. The following is an analysis of their concerns:

### **Diversity Requirements:**

The commenters believe sections LSMC 14.44.025(a)(2) (vii and viii) are overly restrictive or duplicative, stating that we have "Urban Residential Design Standards" that require diversity. The fact is the City does not have any "Urban Residential Design Standards." For design recommendations, the city relies on its 1995 Urban Design Guidelines, which do not have specific design standards for residential construction or specifically for housing diversity. In addition, the guidelines are not regulations and only apply to subdivisions within the High Urban Residential zone.

### Model Home regulations as currently proposed:

- (vii) No two adjacent model homes shall have the exact same building elevation and exterior design components. For example, adjacent model homes should not be an exact match except for the placement of the garage on the opposite side.
- (viii) No two model homes with the same façade may be constructed in a subdivision.

**City Staff believe it is important to have variation within the model homes, to meet the intent of the ordinance, specifically to provide examples of the different homes and details available. For example, one wouldn't expect to go to a car show and see only one make and model of car in different colors. Rather the expectation would be to see all the different makes and models with a range of colors and options.**

To clarify the city's intent, we propose the following changes to the draft code.

1. Add a new definition for Model Home, based on a review of definitions from other jurisdictions, to clearly define a purpose that reads:

"Model homes are single-family dwellings constructed in an approved preliminary subdivision, which has not yet received final approval. The purpose of allowing model homes is only for sales promotion or to display the variety of housing designs and options typically built within a subdivision that are open to the public for viewing."

2. Consolidate sections LSMC 14.44.025(a)(2) (vii and viii) into a single statement to reflect the purpose of model homes and emphasize the desire to see creative homes designs within subdivisions to read,

"To ensure an adequate variety of homes are displayed for sales promotion and to encourage quality neighborhood design, no two model homes within a subdivision shall be identical or almost identical, but should outwardly display a range of available model home options."

**Assurance Requirement:**

The commenters believe the requirement for an assurance device is an unnecessary regulation and a burden on the developers, because it is an additional development cost and suggest in the current economy few preliminary plats are failing to proceed to final. Most of the jurisdictions do require indemnification, while only a few require a financial security, which vary in magnitude. Lake Steven's proposed security would be the least onerous of other cities reviewed.

**Staff believes a security requirement is a necessary regulation to protect the City's interest. The model homes ordinance allows for the construction of multiple homes on a single property in a single-family zone, creating a potentially non-conforming situation. The financial security ensures that the plat will be completed or the model home removed if the subdivision were to be disapproved or abandoned.**

Regulation as amended:

- (1) The owners shall post a financial security in a form acceptable to the city attorney in an amount sufficient to remove the model home or any portion thereof to the extent which the model home(s) are inconsistent with the final subdivision approval, or, if such subdivision is disapproved, or to bring about compliance with the applicable underlying zoning. Such financial security is to be released upon recording of final plat and issuance of final occupancy.
  - i. Exception: any single model home constructed within the boundaries of existing lots and conforming to existing codes shall be exempt from posting a financial security.

**Attachments**

- A Master Builders Association Comment Letter
- B Toyer Strategic Consulting Comment Letter
- C Revised Draft Code



March 16, 2018

Lake Stevens Planning Commission  
1812 Main Street  
Lake Stevens, WA 98258

Re: Code Section 14.44.025 - Proposed Model Home Code Amendments

Dear Commissioners:

On behalf of the Master Builders Association of King and Snohomish Counties (MBA) and its nearly 3,000 member companies, we thank you for your consideration of the following comment as it relates to the citizen initiated docket request for model home code amendments.

The MBA appreciates staff time and the planning commission's careful review and consideration of the proposed code. It allows for additional flexibility in bringing new homes to a market experiencing a supply shortage relieving some pressure.

The purpose of the draft model home ordinance provided by staff on March 13, 2018 allows for early show of varied model home floor plans in larger plats, and for up to 20% of the total (short or full) plat to be constructed prior to receiving final plat approval. This preserves existing requirements for the development and provides flexibility in an industry experiencing a significant labor shortage.

As the current draft code section reads, 14.44.025 (a) (2) (vii) and (viii), does not allow for construction of similar model homes although the plat meets current city Urban Residential Development Standards (URDS). The MBA believes the current URDS provide desirable residential standards and the model home code need not venture into already established standards.

In section 14.44.025 (b) (5) financial security is required for removal of buildings if said buildings: do not meet final subdivision approval, if the subdivision is disapproved, or if it is not compliant with the underlying zoning. We see this to be unnecessary cost and step in the current market as homes are selling at an unprecedented rate. The MBA would fully support implementation of this requirement should the economy turn course.



We appreciate your partnership in informed and joint process as we work together to deliver housing options for all populations and economic demographics.

Sincerely,



Angie Sievers  
Snohomish County Manager  
Master Builders Association of King and Snohomish Counties

Cc: Russ Wright, Community Development Director  
Josh Machen, Senior Planner  
David Toyer, Toyer Strategic

Enclosure: 07Mar2018\_ModelhomeOrdinance





March 19, 2018

Lake Stevens Planning Commission  
City of Lake Stevens  
PO Box 257  
Lake Stevens, WA 98258

## **RE: PROPOSED MODEL HOMES ORDINANCE**

Dear Commissioners,

Toyer Strategic Consulting submitted citizen-initiated code amendment in accordance with LSMC 14.16C.075(c)(2) last fall seeking the adoption of a model homes ordinance. The ordinance before you is similar to what we submitted last fall, except for a few staff proposed amendments.

Of these amendments, we are concerned with the language proposed in 14.44.025(a)(2)(vii) and (viii), as well as the language in (b)(5).

### **Amendment to 14.44.025(a)(2)(vii)**

In a previous draft of the ordinance, staff had added language in (vii) to address a concern that duplicative housing designs may occur on adjacent lots. However, the language unintentionally placed the restriction on floor plans. In response, we proposed language that staff has included in most recent version of the proposed ordinance.

Although we proposed this language, we've since considered whether adding individual design standards/requirements to this section of code is necessary given that the City has Urban Residential Design Standards (URDS) and a design review process to ensure that such design matters are vetted during the project review. Adding specific design standards/limitations to this section of code would appear to be duplicative and it may be a better to refer to the adopted standards. For example, it could read:

*"Model homes shall be consistent with the City's adopted Urban Residential Design Standards to achieve variation in building and site design."*

### **Amendment to 14.44.025(a)(2)(viii)**

We understand from staff that they have proposed this additional amendment to prevent builders from using the model homes ordinance to get an early start on home construction – very specifically stipulating with this amendment that model homes are only for purposes of displaying one example of each basic design that will be available. As we understand it, this proposed language would dictate that if a builder has three basic models (let's call them A, B and C), that they could only construct one each of the three models even if they were otherwise allowed five model homes under this ordinance.

We oppose this requirement for several reasons:

1. The model homes ordinance (regardless of intent to show off the design of their products) is an opportunity for builders to start the early construction of homes.

2. If a builder can, for example, construct two A models, a B model and a C model in a way that still meets the URDS goals for variation, etc., why is it necessary to impose an additional limit that is below the cap on the total number of model homes that can be constructed?
3. Builders often have distinct variations of among the base versions of their model homes, which could mean they have Model A1, A2, B1, B2, C1 and C2.
4. We do not believe that any other model homes ordinances in practice today have this restriction.

**Amendment 14.44.025(b)(5)**

We appreciate that staff has clarified their proposed requirements for financial security. However, we continue to question whether this requirement is even necessary. We are not aware of any model homes (in Marysville, Monroe or Snohomish County) constructed around the time of the last recession that had to be removed due to a plat not gaining final approval or because the model home was left incomplete. Further, we agree with the Master Builders Association that this adds to the cost of housing.

**Why a Model Homes Ordinance?**

Other jurisdictions around Lake Stevens, including Monroe, Marysville and Snohomish County have model homes ordinances, which allow for early construction of a limited number of homes in a plat prior to final plat approval.

Large home builders, especially those who construct larger subdivisions, have for many years have requested jurisdictions approve the construction of a number of "model" homes during the site development process as a mechanism to expedite home sales and build-out of the project. These model homes are used as sales models to show potential home buyers the floor plans, features and upgrades available in that subdivision. Additionally, one of the homes is typically used as a temporary sales office in lieu of locating temporary modular office buildings – a practice that is more aesthetically pleasing.

For smaller builders, model homes ordinances provide an opportunity for them to begin early construction of some of their homes, accelerating their ability to create sales and reducing their carrying costs.

Thank you in advance for your time and consideration.

**TOYER STRATEGIC CONSULTING, LLC.**



BY: DAVID K. TOYER  
ITS: FOUNDER/AUTHORIZED AGENT

## New Definition to be added to Code Section - 14.08.10

Model homes are single-family dwellings constructed in an approved preliminary subdivision, which has not yet received final approval. The purpose of allowing model homes is only for sales promotion or to display the variety of housing designs and options typically built within a subdivision that are open to the public for viewing.

## New Code Section - 14.44.025 Model Homes.

(a) Model Home Building permit applications for a limited number of model homes, in an approved preliminary subdivision, shall be granted by the Community Development Director or designee prior to final subdivision approval and recording in accordance with Chapter 14.18 LSMC.

(1) For short plats consisting of a subdivision of nine or fewer lots the maximum number of model home building permits allowed shall be two or 20% of the total number of single-family residences proposed, whichever is less. For all other subdivisions, the maximum number of model home permits allowed shall be six or 20% of the total number of single-family residences planned for the development, whichever is less. In cases where the application of the 20% restriction creates a fraction, the number of model homes permitted shall be rounded up to the nearest whole number.

(2) An applicant who has received preliminary subdivision approval is eligible to apply for one or more building permits for model homes upon demonstrating the following:

(i) The applicant for the model home, if different than the owner and applicant for the approved preliminary plat, shall provide a document signed by the owner demonstrating that the applicant has a real or possessory interest in the property on which the model home will be constructed.

(ii) The applicant shall have submitted and received approval of the construction plans, including water, sewer and storm sewer extensions to serve the model homes to be constructed.

(iii) Permanent or temporary retention/detention facilities that serve the lots where the model homes are to be constructed shall be in place or approved for construction.

(iv) Any street improvement required as a condition of preliminary subdivision approval, which is designed to provide access to the model home lots from an existing public street, shall be constructed to the final alignment and subgrade from such public street to the model lots (but not including the required curb, gutter, sidewalk or paving). The access street shall meet the requirements of Chapter 14.56 and be constructed in accordance with the current EDDS.

(v) All mitigation fees shall be due and payable at the time of issuance of a residential building permit for model homes, unless deferred pursuant to Chapter 14.124.

(vi) Fire protection must be available to any lot proposed for construction of a model home.

(vii) To ensure an adequate variety of homes are displayed for sales promotion and to encourage quality neighborhood design, no two model homes within a subdivision shall be identical or almost identical, but should outwardly display a range of available model home options. No two adjacent model homes shall have the exact same building elevation and exterior design components. (For example, adjacent model homes should not be an exact match except for the placement of the garage on the opposite side.

(viii) No two model homes with the same façade may be constructed in a subdivision.

(ixviii) The application for the model home must be submitted at least 60 days prior to the date of preliminary subdivision expiration.

(ix) Any amendment proposed to an approved preliminary subdivision due to the subsequent placement of a model home shall be processed as the original preliminary plat approval, with no variances allowed.

(b) The following information is required in addition to a residential building permit application:

(1) Title certificate demonstrating ownership interest in the property on which the model home will be constructed.

(2) Building site plan(s) showing the location(s) of the proposed model home(s); distances from the proposed final subdivision lot lines; all existing, required or proposed easements; and the separations required therein.

(3) One dark line print of the proposed final subdivision.

(4) A statement signed by the applicant in which the applicant agrees to indemnify and hold harmless the City from any damages, direct or indirect, as a result of its approval of the construction of model homes; and agreeing to restore the site to its condition prior to construction of the model home(s) and their associated structures and improvements should the plat not be recorded.

(5) The owners shall post a financial security in a form acceptable to the city attorney in an amount sufficient to remove said buildings the model home or any portion thereof to the extent which the buildings model home(s) are inconsistent with the final subdivision approval, or if such subdivision is disapproved, or to bring about compliance with the applicable underlying zoning. Such financial security is to be released upon recording of final plat and issuance of final occupancy, if homes are found in compliance.

i. Exception: any single model home constructed within the boundaries of existing lots and conforming to existing codes shall be exempt from posting a financial security.

(6) Payment of a model home review fee as set forth in the City's adopted fee resolution in place at the time of application for a model home permit.

(c) Occupancy of model homes is limited as follows:

- (1) No model home shall be occupied for residential use prior to the recording of the final plat.
- (2) Model homes used as temporary real estate offices shall obtain a temporary use permit in accordance with Chapter 14.16C.110 subject to the conditions of Chapter 14.16C.110(c)(3).
- (3) One additional preliminarily approved lot may be used to furnish off street parking provided a hard surface approved by the Public Works Director or designee is installed. This provision is not intended to increase the total number of model homes permitted under Chapter 14.44.025(a)(1).

**Planning & Community Development**

1812 Main Street

P.O. Box 257

Lake Stevens, WA 98258

March 22, 2018

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

**Subject: Planning Commission Recommendation – Model Home Code Amendment- LUA2017-0148**

Dear Council Members:

The Lake Stevens Planning Commission has held a briefing on February 7, 2018 and a public hearing on March 21, 2018 to consider a code amendment permitting a limited number of model homes to be constructed after preliminary plat but prior to final plat approval.

**Commissioners Present:** Janice Huxford, Vicki Oslund, Jennifer Davis Tracy Trout and Linda Hoult and Karim Ali

**Commissioners Absent:** None

**PLANNING COMMISSION DISCUSSION (March 21, 2018)**

Staff discussed the code amendments to adopt regulations regarding model homes. Specifically discussing how model homes are allowed in multiple jurisdictions throughout the state including several cities in Snohomish County. Staff proposed limiting the number of allowed model homes to be no more than 20 percent of the total lots proposed within the subdivision, but not to exceed a total of six units. Staff also discussed the comments received from the proponent and the Master Builders Association (**Exhibit 1**).

The Planning Commission heard public comment from the proponent reiterating the written comments that were provided to the commission prior to the meeting. The commission discussed in detail the two issues raised by the proponent, specifically the need for variation amongst the model homes and the requirement for a financial assurance to be provided to the City.

**FINDINGS AND CONCLUSIONS FOR THE STORMWATER CODE AMENDMENTS:**

The Planning Commission hereby adopts staff's findings and conclusions as outlined in this letter and as described in the staff reports dated March 21, 2018 and concludes that the proposed amendments comply with the following:

**1. *Compliance with selected elements of the Comprehensive Plan:***

- LAND USE ELEMENT POLICY 2.3.1 - Review development standards and regulations to ensure that they possess an appropriate level of flexibility to promote efficient use of buildable land, balanced with the need for predictable decision-making.

**Conclusions** – The proposed code amendments are consistent with the Comprehensive Plan goals and policies as they relate to providing an appropriate level of flexibility and balance in the development regulations.

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

- The applicant prepared an environmental checklist for the proposed code revisions, dated October 4, 2017.
- The SEPA official issued a threshold Determination of Non-Significance (DNS) on January 24, 2018.
- No comments or appeals were received.

**Conclusions** – The proposed code amendments will meet local and state SEPA requirements.

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

- The city requested expedited review from the Department of Commerce on January 22, 2018.
- The Department of Commerce sent granted approval on February 6, 2018.
- Staff will file the final ordinance with the Department of Commerce within 10 days of City Council action.

**Conclusions** – The proposed code amendments will meet Growth Management Act requirements.

**4. *Public Notice and Comments***

- The city published a notice of SEPA determination in the Everett Herald on January 24, 2018. The notice was also posted at City Hall and on the City's website
- The city published a notice of Public Hearing in the Everett Herald on February 21, 2018 and February 28, 2018 and then again on March 12, 2018 and March 16, 2018 per LSMC 14.16B.

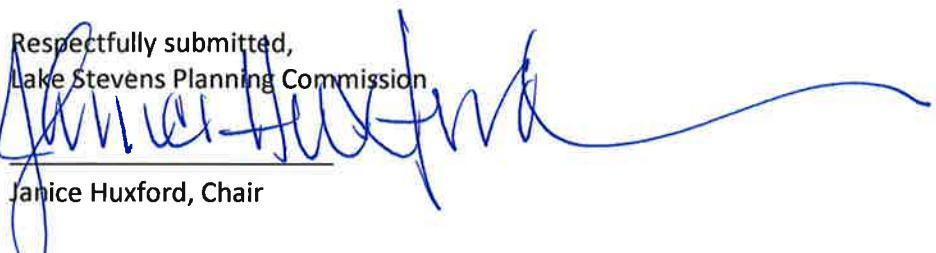
**Conclusions** – The City has met public noticing requirements per Chapter 14.16B LSMC.

**PLANNING COMMISSION RECOMMENDATION**

1. PC held a public hearing on March 21, 2018 with a recommendation of approval for Model home regulations as modified in Attachment C of the Memorandum to the Planning Commission Dated March 21, 2018 (Exhibit 1). **Commissioner Vicki Oslund made a motion to approve the recommendation to Council. Commissioner Tracy Trout seconded the motion. Motion passed 4-2-0-0.**

2. Two of the dissenting votes opposed the requirement for financial security and one member opposed the requirement for design diversity.

Respectfully submitted,  
Lake Stevens Planning Commission

  
Janice Huxford, Chair

CITY OF LAKE STEVENS  
LAKE STEVENS, WASHINGTON

**ORDINANCE NO. 1019**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, ADOPTING MODEL HOME REGULATIONS FOR PROPERTIES THAT ARE GRANTED PRELIMINARY PLAT APPROVAL BUT HAVE NOT BEEN GRANTED FINAL PLAT APPROVAL, ADDING A NEW DEFINITION FOR MODEL HOME IN CODE SECTION 14.08.010 AND ADDING A NEW CODE SECTION - 14.44.025 MODEL HOMES, PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, Washington State has adopted the Growth Management Act and requires certain local governments such as the City of Lake Stevens to adopt comprehensive plans and implementing regulations to regulate land development activities, including allowance of the development of model homes; and

WHEREAS, on October 4, 2017, David Toyer of Toyer Strategic Consulting, LLC submitted a Type VI application proposing the adoption of regulations allowing for the construction of model homes within a preliminary plat prior to final plat approval; and

WHEREAS, on December 12, 2017, the City Council directed staff to begin processing of the model home ordinance application submitted by Mr. Toyer; and

WHEREAS, on January 24, 2018, the City's SEPA Responsible Official complied with the State Environmental Policy Act (SEPA) by issuing a Determination of Nonsignificance (DNS) for the adoption of model home regulations and by complying with SEPA's procedural requirements for issuing the DNS; and

WHEREAS, on February 6, 2018, the Department of Commerce granted expedited review of the proposed code amendments;

WHEREAS, on March 21, 2018, the City held a duly-noticed public hearing with the Planning Commission to discuss the proposed code amendments; and

WHEREAS, the City noticed the City Council public hearing in the Everett Herald twice, once on March 15, 2018 and again on March 20, 2018; and

WHEREAS, the City Council has determined that it is in the public interest and in furtherance of the public health and welfare to adopt the proposed Model Home regulations, as set forth below and in the attached **Exhibit A**.

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

**SECTION 1.** The City Council hereby makes the following findings:

- A. This ordinance amending the City's municipal code adding regulations allowing for the construction of model homes was sent to the Washington State Department of Commerce for expedited review on January 22, 2018 as required by the Growth Management Act and received approval on February 6, 2018.

- B. The requirements of Chapter 14.16C.075 LSMC for land use code amendments have been met.
- C. As required by LSMC 14.16C.075(f), the adoption and amendment of codes in ordinance sections in the attached Exhibit A. are consistent with the Comprehensive Plan, comply with the Growth Management Act and serve to advance the public health, safety and welfare.

**SECTION 2.** A new definition for “Model Homes” is added to code section 14.08.010 and a new code section 14.44.025 entitled “Model Homes” of the Lake Stevens Municipal Code is hereby adopted to read as referenced and incorporated in attached **Exhibit A**.

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

**SECTION 4.** Effective Date and Publication. The summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 27<sup>th</sup> day of March, 2018.

---

John Spencer, Mayor

ATTEST/AUTHENTICATION:

By: \_\_\_\_\_  
Kathy Pugh, City Clerk

APPROVED AS TO FORM:

---

Grant K. Weed, City Attorney

First and Final Reading: March 27, 2018  
Published:  
Effective Date:

# Exhibit A

## **New Definition to be added to Code Section - 14.08.10**

Model homes are single-family dwellings constructed in an approved preliminary subdivision, which has not yet received final approval. The purpose of allowing model homes is only for sales promotion or to display the variety of housing designs and options typically built within a subdivision that are open to the public for viewing.

## **New Code Section - 14.44.025 Model Homes.**

(a) Model Home Building permit applications for a limited number of model homes, in an approved preliminary subdivision, shall be granted by the Community Development Director or designee prior to final subdivision approval and recording in accordance with Chapter 14.18 LSMC.

(1) For short plats consisting of a subdivision of nine or fewer lots the maximum number of model home building permits allowed shall be two or 20% of the total number of single-family residences proposed, whichever is less. For all other subdivisions, the maximum number of model home permits allowed shall be six or 20% of the total number of single-family residences planned for the development, whichever is less. In cases where the application of the 20% restriction creates a fraction, the number of model homes permitted shall be rounded up to the nearest whole number.

(2) An applicant who has received preliminary subdivision approval is eligible to apply for one or more building permits for model homes upon demonstrating the following:

(i) The applicant for the model home, if different than the owner and applicant for the approved preliminary plat, shall provide a document signed by the owner demonstrating that the applicant has a real or possessory interest in the property on which the model home will be constructed.

(ii) The applicant shall have submitted and received approval of the construction plans, including water, sewer and storm sewer extensions to serve the model homes to be constructed.

(iii) Permanent or temporary retention/detention facilities that serve the lots where the model homes are to be constructed shall be in place or approved for construction.

(iv) Any street improvement required as a condition of preliminary subdivision approval, which is designed to provide access to the model home lots from an existing public street, shall be constructed to the final alignment and subgrade from such public street to the model lots (but not including the required curb, gutter, sidewalk or paving). The access street shall meet the requirements of Chapter 14.56 and be constructed in accordance with the current EDDS.

(v) All mitigation fees shall be due and payable at the time of issuance of a residential building permit for model homes, unless deferred pursuant to Chapter 14.124.

(vi) Fire protection must be available to any lot proposed for construction of a model home.

(vii) To ensure an adequate variety of homes are displayed for sales promotion and to encourage quality neighborhood design, no two model homes within a subdivision shall be identical or almost identical, but should outwardly display a range of available model home options.

(viii) The application for the model home must be submitted at least 60 days prior to the date of preliminary subdivision expiration.

(ix) Any amendment proposed to an approved preliminary subdivision due to the subsequent placement of a model home shall be processed as the original preliminary plat approval, with no variances allowed.

(b) The following information is required in addition to a residential building permit application:

(1) Title certificate demonstrating ownership interest in the property on which the model home will be constructed.

(2) Building site plan(s) showing the location(s) of the proposed model home(s); distances from the proposed final subdivision lot lines; all existing, required or proposed easements; and the separations required therein.

(3) One dark line print of the proposed final subdivision.

(4) A statement signed by the applicant in which the applicant agrees to indemnify and hold harmless the City from any damages, direct or indirect, as a result of its approval of the construction of model homes; and agreeing to restore the site to its condition prior to construction of the model home(s) and their associated structures and improvements should the plat not be recorded.

(5) The owners shall post a financial security in a form acceptable to the city attorney in an amount sufficient to remove the model home or any portion thereof to the extent which the model home(s) are inconsistent with the final subdivision approval, or if such subdivision is disapproved, or to bring about compliance with the applicable underlying zoning. Such financial security is to be released upon recording of final plat and issuance of final occupancy.

i. Exception: any single model home constructed within the boundaries of existing lots and conforming to existing codes shall be exempt from posting a financial security.

(6) Payment of a model home review fee as set forth in the City's adopted fee resolution in place at the time of application for a model home permit.

(c) Occupancy of model homes is limited as follows:

(1) No model home shall be occupied for residential use prior to the recording of the final plat.

(2) Model homes used as temporary real estate offices shall obtain a temporary use permit in accordance with Chapter 14.16C.110 subject to the conditions of Chapter 14.16C.110(c)(3).

(3) One additional preliminarily approved lot may be used to furnish off street parking provided a hard surface approved by the Public Works Director or designee is installed. This provision is not intended to increase the total number of model homes permitted under Chapter 14.44.025(a)(1).



This page left blank intentionally



Staff Report  
City of Lake Stevens  
City Council  
Public Hearing  
Date: **March 27, 2018**

**Subject: LUA2018-0030:** City initiated code amendment prohibiting the siting of Supervised Drug Consumption Facilities.

Contact Person/Department: Joshua Machen, *Senior Planner* / Russ Wright, *Community Development Director*

---

**SUMMARY:**

The proposed code amendments define “Supervised Drug Consumption Facilities:” and prohibit the siting of such facilities within the City of Lake Stevens

**ACTION REQUESTED OF PLANNING COMMISSION:**

Conduct a public hearing and reviewing the proposed code amendments, then approving Ordinance #1020 Prohibiting the Siting of Supervised Drug Consumption Facilities.

---

**BACKGROUND / HISTORY:**

In 2016, King County and the cities of Seattle, Renton, and Auburn convened a Heroin and Opioid Addiction Task Force, which released a report in September 2016. The report included recommendations to prevent opioid addiction and improve opioid use disorder outcomes in King County, including a recommendation to establish, on a pilot program basis, at least two sites for supervised opioid consumption in King County.

Marysville and other jurisdictions within the state are and have enacted ordinances prohibiting the siting of supervised drug consumption facilities within their jurisdictions.

The recommendation to establish supervised drug consumption facilities in the region highlights the lack of regulation of such facilities within the City of Lake Stevens. Concerns have been expressed about negative impacts to the community that would occur if such a facility were to be sited within City.

On December 12, 2017, the Lake Stevens City Council passed an interim ordinance prohibiting the siting of such facilities. During the Joint Council/Planning Commission work session on February 13, 2018, the City Council directed staff to prepare code amendments to the Lake Stevens Municipal Code that address the siting of Supervised Drug consumption facilities within the City of Lake Stevens.

A duly published public hearing was held by the Planning Commission on March 21, 2018. Two public commenters spoke at the hearing, one against the proposed ban and one in favor. The Planning Commission unanimously recommended approval the proposed ban (Attachment A)

## **FINDINGS AND CONCLUSIONS FOR THE SUPERVISED DRUG CONSUMPTION FACILITY CODE AMENDMENTS:**

### **1. *Compliance with selected elements of the Comprehensive Plan:***

- LAND USE ELEMENT POLICY 2.10.2 - Preserve and promote a safe, clean living environment.

**Conclusions** – The proposed code amendments are consistent with the Comprehensive Plan goals and policies as they relate to ensuring a safe and clean living environment within the City of Lake Stevens.

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

- The SEPA Official determined that the proposed development regulations were exempt per WAC 197-118-800 (19) – Relating solely to governmental procedures, and containing no substantive standards respecting use or modification of the environment.
- The SEPA official issued an exemption determination on February 20, 2018.

**Conclusions** – The proposed code amendment is exempt from SEPA requirements.

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

- The city requested expedited review from the Department of Commerce on February 15, 2018.
- The Department of Commerce sent granted approval on March 6, 2018
- Staff will file the final ordinance with the Department of Commerce within 10 days of City Council action.

**Conclusions** – The proposed code amendments will meet Growth Management Act requirements.

### **4. *Public Notice and Comments***

- The city published a notice of Public Hearing in the Everett Herald on March 12, 2018 and March 16, 2018 per LSMC 14.16B.

**Conclusions** – The City has met public noticing requirements per Chapter 14.16B LSMC.

## **Attachments**

- A Planning Commission Recommendation Letter
- B. Draft Ordinance #1020, Banning Supervised Drug Consumption Sites

# Attachment A



**Planning & Community Development**  
1812 Main Street  
P.O. Box 257  
Lake Stevens, WA 98258

March 22, 2018

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

**Subject: Planning Commission Recommendation – Supervised Drug Consumption Facilities Prohibition  
Code Amendment- LUA2018-0030**

Dear Council Members:

The Lake Stevens Planning Commission has held a public hearing on March 21, 2018 to consider a code amendment prohibiting the siting of supervised drug consumption facilities within the City of Lake Stevens.

**Commissioners Present:** Janice Huxford, Vicki Oslund, Jennifer Davis, Tracy Trout, Linda Hoult and Karim Ali

**PLANNING COMMISSION DISCUSSION (March 21, 2018)**

Staff discussed the proposed code amendments to prohibit supervised drug consumption facilities within the City of Lake Stevens. The commission heard public comment from two citizens, one expressed concern with the proposed ban, indicating that these safe sites are needed to help those addicted to drugs and provides them with a supervised location where they can also receive encouragement to quit. The other citizen comment was in support of the ban, indicating that supervised sites would attract illegal activity and be a blight on Lake Stevens' neighborhoods. The planning commission discussed the issues of drugs in our community and recognized that we do not have the health and social service staffing within the city to support a supervised drug consumption facility and that it was generally a use that no one would want in their neighborhood or community.

**FINDINGS AND CONCLUSIONS FOR THE SUPERVISED DRUG CONSUMPTION FACILITY CODE AMENDMENTS:**

The Planning Commission hereby adopts staff's findings and conclusions as outlined in this letter and as described in the staff reports dated March 21, 2018 and concludes that the proposed amendments comply with the following:

**1. Compliance with selected elements of the Comprehensive Plan:**

- LAND USE ELEMENT POLICY 2.10.2 - Preserve and promote a safe, clean living environment.

**Conclusions** – The proposed code amendments are consistent with the Comprehensive Plan goals and policies as they relate to ensuring a safe and clean living environment within the City of Lake Stevens.

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

- The SEPA Official determined that the proposed development regulations were exempt per WAC 197-118-800 (19) – Relating solely to governmental procedures, and containing no substantive standards respecting use or modification of the environment.
- The SEPA official issued an exemption determination on February 20, 2018.

**Conclusions** – The proposed code amendment is exempt from SEPA requirements.

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

- The city requested expedited review from the Department of Commerce on February 15, 2018.
- The Department of Commerce sent granted approval on March 6, 2018.
- Staff will file the final ordinance with the Department of Commerce within 10 days of City Council action.

**Conclusions** – The proposed code amendments will meet Growth Management Act requirements.

**4. Public Notice and Comments**

- The city published a notice of Public Hearing in the Everett Herald on March 12, 2018 and March 16, 2018 per LSMC 14.16B.

**Conclusions** – The City has met public noticing requirements per Chapter 14.16B LSMC.

**PLANNING COMMISSION RECOMMENDATION**

1. PC held a public hearing on March 21, 2018 with a recommendation of approval for Supervised Drug Consumption prohibition regulations. **Commissioner Vicki Oslund made a motion to approve the recommendation to Council. Commissioner Linda Hoult seconded the motion. Motion passed 6-0-0-0.**

Respectfully submitted,  
Lake Stevens Planning Commission

  
Janice Huxford, Chair

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

**ORDINANCE NO. 1020**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON RELATING TO THE PROHIBITION OF SITING OF SUPERVISED DRUG CONSUMPTION FACILITIES; AMENDING LSMC 14.08.010 REGARDING DEFINITIONS AND LSMC 14.40.090 REGARDING (TABLE 14.40-I: TABLE OF PERMISSIBLE USES BY ZONES); REPEALING ORDINANCE 1004 REGARDING INTERIM REGULATIONS; ESTABLISHING SEVERABILITY AND EFFECTIVE DATE.**

WHEREAS, in March 2016, King County and the cities of Seattle, Renton, and Auburn convened a Heroin and Opioid Addiction Task Force; and

WHEREAS, in September 2016, the Heroin and Opioid Addiction Task Force released a report with recommendations to prevent opioid addiction and improve opioid use disorder outcomes in King County; and

WHEREAS, one of the recommendations of the Heroin and Opioid Addiction Task Force was to establish, on a pilot program basis, at least two sites for supervised opioid consumption in King County; and

WHEREAS, the Lake Stevens City Council has concerns about negative impacts to communities resulting from supervised drug consumption facilities; and

WHEREAS, the Lake Stevens City Council adopted Ordinance No. 1004 enacting interim official control prohibiting the siting of supervised drug consumption facilities; and

WHEREAS, new supervised drug consumption facilities may locate in the City and could create negative impacts and potential public safety issues for the City; and

WHEREAS, the City Council wishes to prevent supervised drug consumption facilities or uses from siting or commencing such use in the City; and

WHEREAS, Lake Stevens is an optional municipal code City and RCW 35A.11.020 confers broad legislative powers on the City's Council;

WHEREAS among the City's powers is the power to plan and zone under Chapter 35A.63 RCW, the State and Federal Constitutions and the common law,

WHEREAS, on March 21, 2018 the Lake Stevens Planning Commission held a duly-advertised public hearing and all who wished to be heard were heard; and

WHEREAS, on March 21, 2018 the Lake Stevens Planning Commission adopted finding and conclusions and provided a written recommendation to City Council; and

WHEREAS, the City noticed the City Council public hearing in the Everett Herald twice, once on March 15, 2018 and again on March 20, 2018; and

WHEREAS, the City Council conducted a public hearing on March 27, 2018 and all who wished to be heard were heard; and

WHEREAS, the City of Lake Stevens submitted the proposed development regulation revisions to the Washington State Department of Commerce on February 15, 2018, seeking expedited review under RCW 36.70A160(3)(b) in compliance with the procedural requirement under RCW 36.70A.106 and was granted approval on March 6, 2018; and

WHEREAS, the amendments to the development regulations are exempt from State Environmental Policy Act review under WAC 197-11-800(19);

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

**Section 1.** The City Council adopts the findings and conclusions of the Planning Commission dated March 21, 2018 by reference as if set forth fully herein in addition to the following findings and conclusions:

A. The City Council adopts and incorporates the foregoing recitals as findings as if set forth fully herein.

B. This ordinance amending the City's municipal code adding regulations allowing for the construction of model homes was sent to the Washington State Department of Commerce for expedited review on January 22, 2018 as required by the Growth Management Act and received approval on February 6, 2018.

C. The requirements of Chapter 14.16C.075 LSMC for land use code amendments have been met.

D. As required by LSMC 14.16C.075(f), the adoption and amendment of codes in ordinance sections 2 through 4 below are consistent with the Comprehensive Plan, comply with the Growth Management Act and serve to advance the public health, safety and welfare.

E. Proposals to open supervised drug consumption facilities within the region have highlighted the lack of regulation of such facilities and uses within the City.

F. The zoning regulations in LSMC 14.08.010 and LSMC 14.40.090 (Table 14.40-I: Table of Permissible Uses by Zones) will prohibit new supervised drug consumption facilities from locating or establishing such a use in the City.

G. It is in the public interest and for the health, safety and welfare of the citizens of Lake Stevens to prohibit supervised drug consumption facilities from locating or establishing such a use in the City.

H. The proposed prohibition will promote the public health, safety, morals, and general welfare, and it is consistent with the goals and policies of the City's Comprehensive Plan.

I. This ordinance satisfies the procedural and substantive requirements of and is consistent with RCW 36.70A, the State Growth Manage Act.

J. Pursuant to WAC 197-11-800(19) and LSMC 16.04.050, the adoption of this ordinance is exempt from the requirements for a threshold determination under the State Environmental Policy Act (SEPA).

**Section 2.** Lake Stevens Municipal Code Section 14.08.010 Definitions of Basic Terms is amended to add the following definition for “Supervised drug consumption facility”:

*Supervised Drug Consumption Facility. A facility designed to provide a location where individuals are able to consume illicit drugs under professional supervision.*

All other definitions set forth in LSMC 14.08.010 shall remain in full force and effect, unchanged.

**Section 3.** Lake Stevens Municipal Code Section 14.40.090 “More Specific Use Controls” (Table 14.40-I: Table of Permissible Uses by Zones) is hereby amended to read as follows:

**14.40.090 More Specific Use Controls.**

Whenever a development could fall within more than one use classification in the Table of Permissible Uses (referenced in Section [14.40.010](#) and found at the end of this chapter), the classification that most closely and most specifically describes the development controls. For example, a small doctor’s office or clinic clearly falls within the 3.110 classification (office and service operations conducted entirely indoors and designed to attract customers or clients to the premises). However, classification 3.130, “office or clinics of physicians or dentists with not more than 10,000 square feet of gross floor area” more specifically covers this use and therefore is controlling.

**TABLE 14.40-I: TABLE OF PERMISSIBLE USES BY ZONES<sup>16</sup>**

A blank box indicates a use is not allowed in a specific zone. Note: Reference numbers within matrix indicate special conditions (footnotes) apply.

P - Permitted Use; A - Administrative Conditional Use; C - Conditional Use (See Section [14.40.020](#) for explanation of combinations)

USE DESCRIPTIONS		SR	WR	UR	HUR	MFR	NC <sup>4</sup>	LB	CBD	MU <sup>1</sup>	PBD <sup>5</sup>	SRC	LI	GI	P/SP
1.000	RESIDENTIAL														
1.100	Single-Family Residences														
1.110	Single-family detached, one dwelling unit per lot														
1.111	Site-built & modular structures	P	P	P	P	P					P				
1.112	Class A mobile home	P	P	P	P	P									
1.113	Class B mobile home	P	P	P	P	P									
1.114	Class C mobile home														
1.115	Class A, B, or C mobile home or apartment used exclusively for a night watchman and his/her family												A	A	
1.116	Single-family apartment above permitted nonresidential use						P	P	PA	PA	P				
1.120	Single-family detached, more than one dwelling unit per lot <sup>3</sup>														
1.121	Site-built and modular structures					PAC					P				
1.122	Class A, B or C mobile home parks	PAC	PAC	PAC	PAC	PAC									
1.123	Single-family apartment above permitted nonresidential use						PA	PA	PA	PA	P	P			
1.124	Cottage housing developments <sup>11</sup>	PAC	PAC	PAC	PAC					PAC	P				

1.130	Single-family attached, one dwelling unit per lot, site-built and modular structures	P	P	P	P	P			P					
1.200	Two-Family Residences													
1.210	Two-family conversion	P <sup>3</sup>		P <sup>3</sup>	P <sup>3</sup>	P			P					
1.220	Primary residence with accessory apartment	P <sup>3</sup>	P <sup>3</sup>	P <sup>3</sup>	P <sup>3</sup>	P			P					
1.230	Duplex	P <sup>3</sup>		P <sup>3</sup>	P <sup>3</sup>	P			P <sup>10</sup>		P			
1.240	Two-family apartment					P			P <sup>10</sup>		P			
1.250	Any 1.200 use above a permitted nonresidential use					P		PA	PA	PA	P	P		
1.300	Multifamily Residences													
1.310	Multifamily conversions					P				P	PA			
1.320	Multifamily townhouses				PAC	P			P <sup>10</sup>		P			
1.330	Multifamily apartments	P <sup>14/</sup> C <sup>15</sup>				P			P <sup>10</sup>		P			
1.340	Any 1.300 use above a permitted nonresidential use						PA	PA	PA	P	PC			
1.400	Health and Social Service													
1.410	Level 1	P	P	P	P	P		P	P					A
1.420	Level 2				C	C				P	P			A
1.430	Level 3							P	P	P	P	P	P	A
1.440	Group homes licensed for juvenile offenders	C	C	C	C	C	PA	PA	PA					
1.450	Supervised Drug Consumption Facility													

1.500	Miscellaneous, Rooms for Rent Situations													
1.510	Rooming houses, boarding houses					A		PA	PA	PA	P			
1.520	Tourist homes and other temporary residences renting by the day or week	A	A	A	A	A		PA	PA	PA	P			
1.530	Hotels, motels, and similar businesses or institutions providing overnight accommodations					C		PA	PC	PC	P	C		
1.600	In-Home Day Care	P	P	P	P	P		P	P	P				
1.700	Temporary Emergency, Construction, and Repair Residences	P	P	P	P	P	P	P	P	P	P	P	P	P
1.800	Home Occupations	P	P	P	P	P	P	P	P	P	P	P	P	P
1.900	Planned Residential Developments	C		C	C	C								
2.000	SALES AND RENTAL OF GOODS, MERCHANDISE AND EQUIPMENT <sup>2</sup>													
2.100	No Storage or Display of Goods Outside Fully Enclosed Building (except for sidewalk displays, occasional/temporary sales, or horticultural sales occupying less than 200 square feet)													
2.110	High-volume traffic generation													
2.111	Miscellaneous <sup>2</sup>						PA	PA	PA	P	P	PA	PC	PA
2.112	Convenience stores <sup>2</sup>						A	PA	PA	P	P	PA	PC	PA
2.120	Low-volume traffic generation <sup>2</sup>						PA	PA		P	PA	PC	PC	PA
2.130	Wholesale sales <sup>2</sup>										PA	PC	PC	PA

2.200	Storage and Display of Goods Outside Fully Enclosed Building Allowed													
2.210	High-volume traffic generation <sup>2</sup>							PA	PA		P	PA	PC	PC
2.220	Low-volume traffic generation <sup>2</sup>							PA	PA		P	PA	PC	PC
2.230	Wholesale sales <sup>2</sup>										PA	PC	PC	PA
2.300	Mobile Sales and Delivery (Vending Carts, Ice Cream Trucks, Mobile Delivery, Peddlers, and Similar Uses) (See Section 14.44.080) <sup>2</sup>	P	P	P	P	P	P	P	P	P	P	P	P	P
2.400	Any Retail Sales, Rental, or Services Compatible with Regional Recreation Facilities and Primarily Intended to Cater to Users of Such Facilities <sup>2</sup>						PC	PC		P		PC	PC	PC
3.000	OFFICE, CLERICAL, RESEARCH AND SERVICES NOT PRIMARILY RELATED TO GOODS OR MERCHANDISE <sup>2</sup>													
3.100	All Operations Conducted Entirely Within Fully Enclosed Building													
3.110	Operations designed to attract and serve customers or clients on the premises, such as the offices of attorneys, physicians, other professions, insurance and stock brokers, travel agencies, government office buildings, etc. <sup>2</sup>						PA	PA	PA	P	PA			PA

3.120	Operations designed to attract little or no customer or client traffic other than employees of the entity operating the principal use <sup>2</sup>							PA	PA	PA	P	PA			PA
3.130	Office or clinics of physicians or dentists with not more than 10,000 square feet of gross floor area <sup>2</sup>						PA	PA	PA	PA	P	PA			PA
3.200	Operations Conducted Within or Outside Fully Enclosed Building														
3.210	Operations designed to attract and serve customers or clients on the premises <sup>2</sup>										P	PC	PC		
3.220	Operations designed to attract little or no customer or client traffic other than the employees of the entity operating the principal use <sup>2</sup>										P	PC	PC		
3.230	Banks with drive-in windows <sup>2,9</sup>						PA	PA		P	PC				
4.000	MANUFACTURING, PROCESSING, CREATING, REPAIRING, RENOVATING, PAINTING, CLEANING, ASSEMBLING OF GOODS, MERCHANDISE AND EQUIPMENT <sup>6</sup>														
4.100	All Operations Conducted Entirely Within Fully Enclosed Building														
4.110	Majority of dollar volume of business done with walk-in trade <sup>6</sup>						PA	PA	PA	P	PC	PC	PC	PC	
4.120	Majority of dollar volume of business not done with walk-in trade <sup>6</sup>						PA				PC	PC	PC		

4.200	Operations Conducted Within or Outside Fully Enclosed Building <sup>6</sup>									P	PC		PC	
5.000	EDUCATIONAL, CULTURAL, RELIGIOUS, PHILANTHROPIC, SOCIAL, FRATERNAL USES													
5.100	Schools													
5.110	Elementary and secondary (including associated grounds and athletic and other facilities)	C	C	C	C	C								C
5.120	Trade or vocational schools					C		PA	PA	PA		A	A	A
5.130	Colleges, universities, community colleges (including associated facilities such as dormitories, office buildings, athletic fields, etc.)	C	C	C	C	C					C	PC	PC	C
5.200	Churches, Synagogues, and Temples (Including Associated Residential Structures for Religious Personnel and Associated Buildings but Not Including Elementary School or Secondary School Buildings)	A	A	A	A	A		PA	PA	PA	P	A		
5.300	Libraries, Museums, Art Galleries, Art Centers, and Similar Uses (Including Associated Educational and Instructional Activities)													
5.310	Located within a building designed and previously legally occupied as a residence or within a building having a gross floor area not exceeding 3,500 square feet	A	A	A	A	A		PA	PA	PA	P	P		PA
5.320	Located within any permissible structure					A		PA	PA	PA	P	P		PA

5.400	Social, Fraternal Clubs and Lodges, Union Halls, and Similar Uses						A		PA	PA	PA	P	P			PA
6.000	RECREATION, AMUSEMENT, ENTERTAINMENT															
6.100	Activity Conducted Primarily Within Building or Substantial Structure, Except Those Uses Described in 6.300															
6.110	Bowling alleys, skating rinks, indoor tennis and squash courts, billiard and pool halls, indoor athletic and exercise facilities and similar uses								PA	PA	PA	P	PA	PC	PC	PA
6.120	Movie theaters															
6.121	Seating capacity of not more than 300								PA	PA	PA	P	P			PA
6.122	Unlimited seating capacity								PA	PA	PA	P	P			PA
6.130	Coliseums, stadiums, and all other facilities listed in the 6.100 classification designed to seat or accommodate simultaneously more than 1,000 people											P	P	PC	PC	C
6.200	Activities Conducted Primarily Outside Enclosed Buildings or Structures, Except Those Uses Described in 6.300, 6.400, or 6.500															
6.210	Privately owned outdoor recreational facilities such as golf and country clubs, swimming or tennis clubs, etc., not constructed pursuant to a permit authorizing the construction of some residential development	C	C	C	C	C		PA	PA	PA	P		PA	PA	PA	

6.220	Publicly owned and operated outdoor recreational facilities such as athletic fields, golf courses, tennis courts, swimming pools, parks, etc., not constructed pursuant to a permit authorizing the construction of another use such as a school	C	C	C	C	C	PA	PA	PA	PA	P	P	PA	PA	PA
6.230	Golf driving ranges not accessory to golf courses, par 3 golf courses, miniature golf courses, skateboard parks, water slides, and similar uses										P	PA	PA	PA	PA
6.240	Horseback riding; stables (not constructed pursuant to permit authorizing residential development)												A	A	A
6.250	Automobile and motorcycle racing tracks													A	
6.260	Drive-in movie theaters											A		A	
6.300	Indoor or Outdoor Recreational Activities Compatible with Regional Recreation Facilities and/or Intended to Cater to Users of Such Facilities										P		PA	PA	PA
6.400	Over-Water or In-Water Structures, Other Than Boathouses or Boat Shelters, Accessible from Shore <sup>18</sup>														
6.410	Privately owned, used by owner(s) of property only		P						C						
6.415	Privately owned, used by public <sup>19</sup>								C						
6.420	Publicly owned, used by public		A						C						A
6.500	Boathouses or Boat Shelters														

6.600	Over-Water or In-Water Structures, Other Than Boathouses or Boat Shelters, Inaccessible from Shore <sup>18, 19</sup>													
6.610	Privately owned, used by owner(s) of property only		P											
6.620	Publicly owned, used by public			A										A
6.700	Marina <sup>18</sup>							C						
6.800	Accessory Uses to a Boating Facility <sup>18, 20</sup>							C						
7.000	SECURE COMMUNITY TRANSITION FACILITIES AND CONFINEMENT FACILITIES													
7.100	Secure Community Transition Facilities											C	C	
7.400	Penal and Correctional Facilities, Work Release, Pre-Release or Similar Facilities											C	C	C
8.000	RESTAURANTS, BARS, NIGHT CLUBS													
8.100	No Substantial Carry-Out or Delivery Service, No Drive-In Service, No Service or Consumption Outside Fully Enclosed Structure							PA	PA	PA	P	P	P	PA
8.200	No Substantial Carry-Out or Delivery Service, No Drive-In Service, Service or Consumption Outside Fully Enclosed Structure Allowed							PA	PA	PA	P	P	P	PA
8.300	Carry-Out and Delivery Service, Consumption Outside Fully Enclosed Structure Allowed							PA	PA	PA	P	P	P	PA

8.400	Carry-Out and Delivery Service, Drive-In Service <sup>9</sup> , Service or Consumption Outside Fully Enclosed Structure Allowed							PA	PA		P	P	P	P	
8.500	Any Restaurant, Bar, or Night Club Except 8.600 Uses Compatible with Regional Recreation Facilities and Primarily Intended to Cater to Users of Such Facilities										P	P	P		
8.600	Public Places of Adult Entertainment											C	A		
9.000	MOTOR VEHICLE-RELATED SALES AND SERVICE OPERATIONS														
9.100	Motor Vehicle Sales or Rental; Mobile Home Sales							P <sup>17</sup>	PA <sup>21</sup>			P	P	P	
9.200	Sales with Installation of Motor Vehicle Parts or Accessories (e.g., Tires, Mufflers, Etc.)										P	P	P		
9.300	Motor Vehicle Repair and Maintenance, Not Including Substantial Body Work							PA	PA		P	P	P	P	P
9.400	Motor Vehicle Painting and Body Work										P	P	P		
9.500	Gas Sales							PA	PA		P	P	P	P	
9.600	Car Wash							A <sup>17</sup>			P	P	P	P	
10.000	STORAGE AND PARKING														
10.100	Automobile Parking Garages or Parking Lots Not Located on a Lot on Which There Is Another Principal Use to Which the Parking Is Related							PA	PA	PA	P	P	P	P	P

10.200	Storage of Goods Not Related to Sale or Use of Those Goods on the Same Lot Where They Are Stored													
10.210	All storage within completely enclosed structures										P	P	P	P
10.220	Storage inside or outside completely enclosed structures										A		P	P
10.300	Parking of Vehicles or Storage of Equipment Outside Enclosed Structures Where: (1) Vehicles or Equipment Are Owned and Used by the Person Making Use of Lot, and (2) Parking or Storage Is More Than a Minor and Incidental Part of the Overall Use Made of the Lot										A	P	P	P
11.000	SCRAP MATERIALS SALVAGE YARDS, JUNKYARDS, AUTOMOBILE GRAVEYARDS												PC	
12.000	SERVICES AND ENTERPRISES RELATED TO ANIMALS													
12.100	Veterinarian							PA	PA	PA	P	P		
12.200	Kennel										A	P	P	
13.000	EMERGENCY SERVICES													
13.100	Police Stations	C	C	C	C	C		C	C	C	P	C	P	C
13.200	Fire Stations	C	C	C	C	C		C	C	C	P	C	P	C
13.300	Rescue Squad, Ambulance Service	C	C	C	C	C		C	C	C	P	C	P	C
13.400	Civil Defense Operation										A	P	P	C

14.000	AGRICULTURAL, SILVICULTURAL, MINING, QUARRYING, SOIL PROCESSING OPERATIONS												
14.100	Agricultural Operations, Farming												
14.110	Excluding livestock										PC	P	
14.120	Including livestock											P	
14.200	Silvicultural Operations										P	P	
14.300	Mining, Quarrying, or Soil Processing Operations, Including On-Site Sales of Product											PC	
14.400	Reclamation Landfill										PC	C	
15.000	MISCELLANEOUS PUBLIC AND SEMI-PUBLIC FACILITIES												
15.100	Post Office						PA	PA	PA	P	PA	P	P
15.200	Airport											P	
15.300	Solid Waste Facilities (Publicly or Privately Owned)												
15.310	Solid waste transfer station									PC		PC	PC
15.320	Solid waste recycling center									PA		PC	PC
15.330	Sanitary landfill										PC	PC	
15.340	Sewage/septic sludge recycling <sup>22</sup>										PC	PC	
15.400	Military Reserve, National Guard Centers										PC	PC	
15.500	Temporary Mobile or Modular Structures Used for Public Services (e.g., Mobile Classrooms, Civic	P	P	P	P	P	P	P	P	P	P	P	P

	Services, Public Health Centers, Emergency Response Centers, Etc.) (See Section 14.44.048)														
16.000	DRY CLEANER, LAUNDROMAT								P	P	P	P	P		
17.000	UTILITY FACILITY														
17.100	Neighborhood	P	P	P	P	P		PA	PA	PA	P	P	P	P	P
17.200	Community or Regional												PC	PC	PC
18.000	TOWERS AND RELATED STRUCTURES														
18.100 <sup>12</sup>	Towers and Antennas 50 Feet Tall or Less	P	P	P	P	P		P	P	P	P	P	P	P	P
18.200 <sup>12</sup>	Towers and Antennas More Than 50 Feet Tall and Receive-Only Earth Stations	A	A	A	A	A		A	A	A		A	A	A	A
18.300	Wireless Communications Facilities <sup>13</sup>	C	C	C	C	C	A	A	A	A		A	A	A	A
19.000	OPEN AIR MARKETS AND HORTICULTURAL SALES														
19.100	Open Air Markets (Farm and Craft Markets, Flea Markets, Produce Markets)							PA	PA	PA	P	PA	P	PC	PA
19.200	Horticultural Sales with Outdoor Display							PA	PA		P	P	P	P	PA
20.000	FUNERAL HOME							PA				P	P	P	
21.000	CEMETERY AND CREMATORIUM														
21.100	Cemetery											P	P	C	
21.200	Crematorium											P	C		

22.000	COMMERCIAL NURSERY SCHOOLS; DAY CARE CENTERS	A	A	A	A	P	PA	PA	PA	PA	P	PA			
23.000	TEMPORARY STRUCTURES USED IN CONNECTION WITH THE CONSTRUCTION OF A PERMANENT BUILDING OR FOR SOME NONRECURRING PURPOSE	P	P	P	P	P	P	P	P	P	P	P	P	P	P
24.000	BUS STATION, TRAIN STATION							PA			A	P	P	PA	
25.000	COMMERCIAL GREENHOUSE OPERATIONS														
25.100	No On-Premises Sales										P	P	P		
25.200	On-Premises Sales Permitted										P	P	P		
26.000	EVENTS	Allowed in all zones. Level 3 and 4 events in all residential zones require public notice and a public hearing may be requested pursuant to Section <a href="#">14.16C.065</a> (Events).													
27.000	STATE-LICENSED MARIJUANA FACILITIES <sup>23</sup>														
27.100	Marijuana Processing Facility - Indoor Only											A	A		
27.200	Marijuana Production Facility - Indoor Only											A	A		
27.300	Marijuana Retailer <sup>24</sup>											P	P		

Footnotes to the Permissible Use Table

<sup>1</sup> Subject to Section [14.44.010](#) (Mixed Use).

<sup>2</sup> A retail or office use in a commercial zone is permitted, except adjacent to or across the street from a residential zone will require an administrative or conditional use permit.

<sup>3</sup> Subject to Section [14.48.010](#) (Minimum Lot Size Requirements).

<sup>4</sup> Subject to Section [14.44.095](#) (Neighborhood Commercial).

<sup>5</sup> Subject to Section [14.44.090](#) (Planned Business District).

<sup>6</sup> A manufacturing or industrial use in an industrial zone is permitted, except adjacent to or across the street from a residential zone will require an administrative or conditional use permit.

<sup>7</sup> For future use.

<sup>8</sup> For future use.

<sup>9</sup> Subject to Section [14.44.350](#) (Drive-Through Windows).

<sup>10</sup> Subject to Section [14.44.015](#) (Residential Transition in the Central Business District).

<sup>11</sup> Developments pursuant to Chapter [14.46](#) require a administrative conditional use permit for less than 13 dwelling units and a conditional use permit for 13 or more dwelling units.

<sup>12</sup> Excludes wireless communication facilities. See Use Class 18.300.

<sup>13</sup> No land use permit is required in certain situations. See Section [14.44.360](#)(d) and (e).

<sup>14</sup> Existing multi-family structures, located in the Suburban Residential Zoning District, annexed into the City on or after January 1, 2006, are allowed and considered conforming land uses, so long as the structure is not expanded and/or replaced.

<sup>15</sup> Any requests to expand and/or replace (regardless of reason) an existing multi-family structure, located in the Suburban Residential Zoning District, annexed into the City on or after January 1, 2006, shall require a conditional use permit and comply with the supplemental regulations found in Part V of Chapter [14.44](#), Supplementary Use Regulations.

<sup>16</sup> Permissible and prohibited uses for subarea zoning districts are listed in Section [14.38.020](#). For development within adopted subareas, see Section [14.44.030](#).

<sup>17</sup> Only permitted in the Local Business Zone on a road designated as a State route or State highway.

<sup>18</sup> These structures are regulated by the Shoreline Master Program, Shoreline Management Act and Title [14](#).

<sup>19</sup> Allowed structures are jet ski lifts, boatlifts, and boatlift canopies. Temporary inflatable recreational equipment is allowed between May 1st and September 30th. New recreational floats and swimming platforms are prohibited.

<sup>20</sup> Accessory uses in support of boating facilities may include fuel docks and storage, boating equipment sales and rental, wash-down facilities, fish cleaning stations, repair services, public launching, bait and tackle shops, potable water, waste disposal, administration, parking, groceries, and dry goods.

<sup>21</sup> Only allowed in the Central Business District on properties north of 20th Street NE.

<sup>22</sup> Only allowed as an essential public facility pursuant to Section [14.16C.060](#).

<sup>23</sup> Subject to Section [14.44.097](#) (State-Licensed Marijuana Facilities).

<sup>24</sup> Medical marijuana/cannabis can be sold at licensed retail facilities with endorsements from the Liquor and Cannabis Board pursuant to RCW [69.50.375](#).

**Section 4.** Repealer Ordinance No.1004 establishing interim regulations is hereby repealed on the effective date of this Ordinance for the reason that it is replaced by this Ordinance.

**Section 5. Severability.** If any section, sentence, clause or phrase of this ordinance shall be held to be invalid or unconstitutional by the Growth Management Hearings Board, or a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance. Provided, however, that if any section, sentence, clause or phrase of this ordinance is held to be invalid by the Board or court of competent jurisdiction, then the section, sentence, clause or phrase in effect prior to the effective date of this ordinance shall be in full force and effect for that individual section, sentence, clause or phrase as if this ordinance had never been adopted.

PASSED by the City Council of the City of Lake Stevens this \_\_\_\_\_ day of March, 2018.

---

John Spencer, Mayor

ATTEST/AUTHENTICATION:

---

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

---

Grant K. Weed, City Attorney

First and Final Reading: \_\_\_\_\_, 2018

Published: \_\_\_\_\_

Effective Date: \_\_\_\_\_



This page left blank intentionally



LAKE STEVENS CITY COUNCIL

**STAFF REPORT**

**Council Agenda Date:** March 27, 2018

**Subject:** Final Plat – Eagle Glen North Subdivision (LUA2018-0032)

**Contact Person/Department:** Dillon Roth - Planning Dept. **Budget Impact:** N/A

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:**

1. **ACTION:** Hold a public meeting pursuant to LSMC 14.18.035(a); and
2. **MOTION:** Accept the Eagle Glen North subdivision and associated right-of-way dedication (LUA2018-0032) by motion.

**SUMMARY:** Public meeting and City Council acceptance of the final plat and associated right-of-way dedication for the Eagle Glen North Subdivision – a proposed 53-lot residential subdivision.

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

The city determined the proposal qualifies as a Planned Action and additional SEPA review is not required. The city issued a Planned Action Certificate on November 8, 2016. The Design Review Board recommended approval of the project on December 14, 2016. The Hearing Examiner approved the preliminary plat on February 10, 2017. The city approved an early fill and grade permit on May 1, 2017. Construction plans for the project were approved on June 2, 2017. The city received a pre-application for early review of the final plat on August 10, 2017 at which time staff, partner agencies and the city's surveying consultant reviewed and commented on the final project drawings and reports. The city received the application for final plat on February 23, 2018 (**Exhibit 1**) and the final plat has addressed the pre-application review comments.

City staff received one public comment during the noticing period for this final plat application (**Exhibit 5**). The comment concerned drainage at a different subdivision to the south of subject project. Exhibit 5 also includes staff's response. All required plat improvements, like roads and drainage infrastructure, have been installed and inspected by city staff or financially secured.

**CONCLUSIONS:** Planning and Community Development have prepared a final subdivision recommendation for City Council's review and consideration along with the final plat map (**Exhibit 2**). Staff concludes the final subdivision meets the requirements of the Lake Stevens Municipal Code, conditions of approval and the requirements of Chapter 58.17 RCW (Subdivisions-Dedications).

1. The city has confirmed that all required improvements for subdivision approval have been installed or are financially secured as approved by the Public Works Director and the Community Development Director or designees.

2. The proposed subdivision documents submitted to the city of Lake Stevens meet all requirements of the preliminary plat approval (LUA2016-0139) and the city's standards for final plat approval (LUA2018-0032).
3. The subdivision, as proposed, is consistent with all applicable requirements, permit processing procedures and other applicable codes including public noticing (**Exhibits 3 and 4**).

#### **RECOMMENDATION & CONDITIONS**

The Planning and Community Development Department recommends **APPROVAL** of the Final Plat for the Eagle Glen North Subdivision along with dedication of right-of-way as shown in **Exhibit 2**, subject to the listed conditions:

1. The proponent or successor shall record the approved subdivision (final plat) as depicted in **Exhibit 2** within 12 months of this approval – all recording fees shall be the obligation of the subdivision proponent.
2. The proponent or successor shall provide conformed copies of the approved final plat to the city of Lake Stevens after recording with Snohomish County.
3. The proponent or successor must complete all remaining items under the terms of the accepted financial securities in place including but not limited to landscaping and maintenance obligations.
4. The proponent or successor must comply with any federal, state, or local statutes, ordinances, or regulations applicable to this project. Failure to meet or maintain strict compliance with these regulations and conditions shall be grounds for revocation of this permit.

---

**APPLICABLE CITY POLICIES:** Chapter 14.18 LSMC - Subdivisions, Boundary Line Adjustments and Binding Site Plans and Chapter 14.16B LSMC

---

**BUDGET IMPACT:** None at the time of subdivision; however, the city will collect impact fees for schools, parks, and traffic when building permits are issued.

---

#### **EXHIBIT LIST:**

1. Eagle Glen North Subdivision Final Plat Application, received February 23, 2018
2. Eagle Glen North Final Plat Map
3. Notice of Public Meeting
4. Affidavit of Notice
5. Public Comment and staff response

Exhibit 1



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

To Be Completed By Staff

Date of Application: \_\_\_\_\_

Staff Initials: \_\_\_\_\_

Permit Number: \_\_\_\_\_

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

**CHECK ONE**

**TYPE IV – Quasi-judicial**

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

**TYPE V – Quasi-judicial**

- Final Plats
- Plat Alterations
- Plat Vacations
- Right-of-Way Vacations
- Type V Other:  
\_\_\_\_\_

**TYPE VI – Legislative**

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

ARE ANY LOWER LEVEL PERMITS REQUIRED? Yes  No  Describe: \_\_\_\_\_

<b>Property Information</b>	Site Address: 1425 -1433 99th Avenue SE, Lake Stevens, WA 98258			
	Assessor Parcel No: 00493401800-300, -301, -302, -303		Square Feet: 438,631	Acres: 10.07
	Land Use Designation: High Density Residential		Zoning: High Urban Residential (HUR)	
	Number of Buildings on Site/: 0		Number to be Retained: 0	
	Existing Impervious Surface Area: 0		Proposed Impervious Surface Area: 5.8 ac	
<b>Applicant</b>	Name/Company: Matthew Recknagel / Lennar Northwest			
	Address: 33455 6th Ave S, #1-B		City/State/Zip: Federal Way, WA 98003	
	Phone: (253) 590-2219		Applicants relationship to owner: Same	
	Fax:		Email: Matthew.Recknagel@lennar.com	
<b>Primary Contact</b>	Name/Company: George Newman - Barghausen Consulting Engineers, Inc.			
	Address: 18215 72nd Avenue S.		City/State/Zip: Kent, WA 98032	
	Phone: (425) 251-6222		Email: gnewman@barghausen.com	
	Fax: (425) 251-8782			

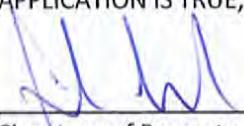
Property Owner	Name/Company: John Merlino / Lennar Northwest				
	Address: 33455 6th Ave S, #1-B		City/State/Zip: Federal Way, WA 98003		
	Phone: 253-590-2200		Email: John.Merlino@Lennar.com		
	Fax:				
Project Description	Grading Quantities		Cut:	Fill:	
	Proposed project/land use (attach additional sheets if necessary): Subdivision of approximately 10.07 acres into 53 single family lots and 2 common open space tracts to be served by a dedicated public road.				
Building Information	Gross Floor Area of Existing and Proposed Buildings:				
	Bldg 1:	Bldg: 2	Bldg 3:	Bldg 4:	Bldg 5:
	Gross Floor Area by Use of Buildings (please describe use as well as floor area):				
	Use 1:				
	Use 2:				
	Use3: Use4:				

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

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

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

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

  
\_\_\_\_\_  
Signature of Property Owner/Agent

2-22-18

\_\_\_\_\_  
Date of Application

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



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

To be completed by staff

Date of Application: \_\_\_\_\_

Staff Initials: \_\_\_\_\_

Permit Number: \_\_\_\_\_

**STATEMENT OF OWNERSHIP/APPLICANT AUTHORITY**

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

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

**Applicant**

Signature: Matthew Recknagel

Name: Matthew Recknagel / Lennar Northwest

Address: 33455 6th Ave S, #1-B

Federal Way, WA 98003

Phone: (253) 590-2219

Email address: Matthew.Recknagel@lennar.com

**Property Owner(s)**

Signature: John Merlino

Name: JOHN MERLINO / Lennar Northwest

Address: 33455 6th Ave S, #1-B

Federal Way, WA 98003

Phone: 253-590-2200

Email address: John.Merlino@Lennar.com

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

#### **NOTE ON ENTERING PROPERTY**

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

## LEGAL DESCRIPTION

Lots A, B, C and D, Short Plat No. SP-452 recorded under  
Auditor's File No. 7812150398 and Notice of Correction recorded  
under Auditor's File no. 8002080264, being a portion of Lot 3,  
Block 18, Replat of Lake Stevens Summer Homes Tract,  
according to the Plat thereof recorded in Volume 9 of Plats, Page  
66, records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

# EAGLE GLEN NORTH

PORTION OF GOV'T LOT 3 IN THE NW1/4 OF THE SW1/4, SECTION 19, T29N-R6E, W.M., CITY OF LAKE STEVENS, SNOHOMISH COUNTY, WASHINGTON

## LEGAL DESCRIPTION

LOTS A, B, C AND D, SHORT PLAT NO. SP-452 RECORDED UNDER AUDITOR'S FILE NO. 7812150398 AND NOTICE OF CORRECTION RECORDED UNDER AUDITOR'S FILE NO. 8002080264, BEING A PORTION OF LOT 3, BLOCK 18, REPLAT OF LAKE STEVENS SUMMER HOMES TRACT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 66, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

## DEDICATION

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

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

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

PUBLIC DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF LAKE STEVENS, EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE DRAINAGE EASEMENTS, FOR THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL STORMWATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES, UNDER UPON OR THROUGH THE DRAINAGE EASEMENT.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

LENNAR NORTHWEST, INC.  
A DELAWARE CORPORATION

BY: JOHN MERLINO  
ITS: VICE PRESIDENT

## ACKNOWLEDGMENT

STATE OF WASHINGTON

SS. }

COUNTY OF KING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JOHN MERLINO IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE VICE PRESIDENT OF LENNAR NORTHWEST, INC., A DELAWARE CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

PRINTED NAME \_\_\_\_\_

RESIDING AT \_\_\_\_\_

MY APPOINTMENT EXPIRES \_\_\_\_\_

## RESTRICTIONS/COVENANTS

- TRACT "A" IS A NATIVE GROWTH PROTECTION AREA (NGPA) AND SHALL BE LEFT PERMANENTLY UNDISTURBED IN A SUBSTANTIALLY NATURAL STATE, NO CLEARING, GRADING, FILLING, BUILDING CONSTRUCTION OR PLACEMENT, OR ROAD CONSTRUCTION OF ANY KIND SHALL OCCUR, EXCEPT REMOVAL OF HAZARDOUS TREES. THE ACTIVITIES AS SET FORTH IN LSMC 14.88.295 ARE ALLOWED WHEN APPROVED BY THE CITY.
- THE EAGLE GLEN HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE PLANTER AREAS WITHIN ALL RIGHTS-OF-WAY.
- ALL LOTS CREATED BY THIS SUBDIVISION ARE REQUIRED TO COMPLY WITH THE SHADE TREE REQUIREMENTS OF LSMC 14.76.124.

- MITIGATION FEES FOR DIRECT IMPACTS TO PARKS (LSMC 14.120), SCHOOLS (LSMC 14.100) AND TRAFFIC (LSMC 14.112) ARE DUE AND SHALL BE PAID FOR ALL LOTS. THE PROPONENT OR SUCCESSOR SHALL PAY IMPACT FEES PRIOR TO OR AT THE TIME OF BUILDING PERMIT ISSUANCE FOR EACH NEW SINGLE FAMILY RESIDENCES. MITIGATION FEES ARE THOSE IN EFFECT AT THE TIME OF PAYMENT. 4 CREDITS SHALL BE APPLIED FOR THE EXISTING DWELLING UNITS.

## 10 FOOT FRONTAGE UTILITY EASEMENT

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING THE SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND ALL LOT OWNERS OF THE PLAT, UNDER AND UPON THE EXTERIOR TEN (10) FEET PARALLEL WITH AND ADJOINING THE STREET FRONTOF ALL LOTS, TRACT AND COMMON AREAS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH PRIVATE STORM DRAINAGE, ELECTRICITY, TELEPHONE, GAS, TELEVISION CABLE, AND OTHER UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSE HEREIN STATED.

## EASEMENTS

1. THE PUBLIC SANITARY SEWER EASEMENTS SHOWN HEREON ARE HEREBY GRANTED AND CONVEYED TO THE LAKE STEVENS SEWER DISTRICT FOR OWNERSHIP AND MAINTENANCE OF THE SEWER FACILITIES WHICH LIE WITHIN THE EASEMENT AREA.

2. THE PRIVATE INGRESS/EGRESS AND UTILITY EASEMENTS (I/E&UE) SHOWN HEREON ARE HEREBY GRANTED AND CONVEYED TO THE LOT OWNERS WHO BENEFIT FROM THEIR USE.

THE 20' I/E&UE WITHIN LOTS 5 & 6 IS FOR THE BENEFIT OF LOTS 5 & 6.

THE 20' I/E&UE WITHIN LOTS 11 & 12 IS FOR THE BENEFIT OF LOTS 11 & 12.

THE 20' I/E&UE WITHIN LOTS 17 & 18 IS FOR THE BENEFIT OF LOTS 17 & 18.

THE 20' I/E&UE WITHIN LOTS 36 & 37 IS FOR THE BENEFIT OF LOTS 36 & 37.

THE 20' I/E&UE WITHIN LOTS 42 & 43 IS FOR THE BENEFIT OF LOTS 42 & 43.

THE 20' I/E&UE WITHIN LOTS 48 & 49 IS FOR THE BENEFIT OF LOTS 48 & 49.

THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/OR RECONSTRUCTION OF THAT PORTION OF THE ROADWAY SURFACE AND PRIVATE UTILITIES THAT THEY HAVE THE BENEFIT OF USE, EXCEPT THAT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED ROADWAY SURFACE AND PRIVATE UTILITIES LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE OWNER.

3. THE PRIVATE STORM DRAINAGE EASEMENTS (PSDE) SHOWN HEREON ARE HEREBY GRANTED AND CONVEYED TO THE LOT OWNERS WHO BENEFIT FROM THEIR USE.

THE 20' PSDE WITHIN LOTS 5 & 6 AND THE 10' PSDE WITHIN LOTS 2, 3 & 4 ARE FOR THE BENEFIT OF LOTS 1 THROUGH 5.

THE 20' PSDE WITHIN LOTS 11 & 12 AND THE 10' PSDE WITHIN LOTS 8, 9 & 10 ARE FOR THE BENEFIT OF LOTS 6 THROUGH 11.

THE 20' PSDE WITHIN LOTS 17 & 18 AND THE 10' PSDE WITHIN LOTS 14, 15 & 16 ARE FOR THE BENEFIT OF LOTS 12 THROUGH 18.

THE 10' PSDE WITHIN LOTS 25 THROUGH 27 ARE FOR THE BENEFIT OF LOTS 24 THROUGH 27.

THE 10' PSDE WITHIN LOTS 28 AND 29 ARE FOR THE BENEFIT OF LOTS 28 THROUGH 30.

THE 20' PSDE WITHIN LOTS 36 & 37 AND THE 10' PSDE WITHIN LOTS 38, 39 & 40 ARE FOR THE BENEFIT OF LOTS 36 THROUGH 42.

THE 20' PSDE WITHIN LOTS 42 & 43 AND THE 10' PSDE WITHIN LOTS 44, 45 & 46 ARE FOR THE BENEFIT OF LOTS 43 THROUGH 48.

THE 20' PSDE WITHIN LOTS 48 & 49 AND THE 10' PSDE WITHIN LOTS 50, 51 & 52 ARE FOR THE BENEFIT OF LOTS 49 THROUGH 53.

THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/OR RECONSTRUCTION OF THAT PORTION OF THE PRIVATE STORM DRAINAGE SYSTEM THAT THEY HAVE THE BENEFIT OF USE, EXCEPT THAT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED PRIVATE STORM DRAINAGE SYSTEM LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE OWNER.

4. LOTS 1 AND 53 ARE SUBJECT TO A ENTERING SIGHT DISTANCE EASEMENT FOR THE BENEFIT OF THE PUBLIC TO ENHANCE THE SAFETY OF 14TH PLACE SE. NO SIGHT OBSTRUCTION STRUCTURE OR VEGETATION SHALL BE PLACED IN THE EASEMENT AREA. AN OBJECT WITHIN THE EASEMENT AREA CAN BE REMOVED IF DETERMINED BY THE PUBLIC AGENCY TO BE A SAFETY HAZARD FOR THE PUBLIC USE OF THE INTERSECTION.

## TITLE NOTES

(PER CHICAGO TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE/CERTIFICATE NO. 500042479C DATED FEBRUARY 15, 2018)

1. NOT APPLICABLE TO BE SHOWN ON SURVEY.

2. WATER MAIN INTERIM CONNECTION AGREEMENT AND THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN: RECORDING DATE: AUGUST 12, 1987 RECORDING NO.: 8708120234 (NOT PLOTTABLE)

3. CRITICAL AREAS SITE PLAN, AND THE TERMS AND CONDITIONS THEREOF: RECORDING DATE: APRIL 30, 2010 RECORDING NO.: 201004300539 (PLOTTED HEREON)

4. EAGLE GLEN NORTH DEVELOPER EXTENSION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF: RECORDING DATE: MAY 12, 2017 RECORDING NO.: 201705120432

5. PRIVATE DEVELOPMENT AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT AND THE TERMS AND CONDITIONS THEREOF: RECORDING DATE: JULY 27, 2017 RECORDING NO.: 201707270112

6. PRIVATE DEVELOPMENT AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT AND THE TERMS AND CONDITIONS THEREOF: RECORDING DATE: JULY 27, 2017 RECORDING NO.: 201707270113

7. PRIVATE DEVELOPMENT AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT AND THE TERMS AND CONDITIONS THEREOF: RECORDING DATE: JULY 27, 2017 RECORDING NO.: 201707270114

8. PRIVATE DEVELOPMENT AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT AND THE TERMS AND CONDITIONS THEREOF: RECORDING DATE: JULY 27, 2017 RECORDING NO.: 201707270115

9. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: PUGET SOUND ENERGY, INC. PURPOSE: GAS AND UTILITY DISTRIBUTION SYSTEM RECORDING DATE: SEPTEMBER 18, 2017 RECORDING NO.: 201709180458

10. NOT APPLICABLE TO BE SHOWN ON SURVEY. (NOT PLOTTABLE)

## DRAINAGE FACILITY MAINTENANCE COVENANT

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

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

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

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

1. CITY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS ADJACENT LANDS OF THE GRANTOR FOR PURPOSES OF INSPECTING, AUDITING, OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY.

2. IF CITY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, CITY SHALL ENDEAVOR TO PROVIDE GRANTOR REASONABLE ADVANCE NOTIFICATION OF THE NEED TO PERFORM THE MAINTENANCE AND A REASONABLE OPPORTUNITY FOR GRANTOR TO PERFORM IT. IN THE EVENT THAT GRANTOR FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD, CITY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF CITY IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGIN IMMEDIATELY AT GRANTOR'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT, CITY SHALL PROVIDE GRANTOR WITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED AND THE FEES, CHARGES, AND EXPENSES INCURRED IN MAKING SUCH REPAIRS. GRANTOR SHALL AGREE TO REIMBURSE CITY OR PAY CITY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN CITY'S STATEMENT.

3. IF CITY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, CITY MAY REMOVE ANY OBSTRUCTIONS AND/OR INTERFERENCES THAT IN THE SOLE OPINION OF CITY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LIABILITY, LOSS, EXPENSES, DAMAGES AND JUDGMENTS OF ANY NATURE WHATSOEVER, INCLUDING COSTS AND ATTORNEY'S FEES, INCURRED BY THE REMOVAL OF VEGETATION OR PHYSICAL INTERFERENCE FROM THE DRAINAGE FACILITY.

4. WHEN EXERCISING THE MAINTENANCE PROVISIONS OF THE COVENANT, IN THE EVENT OF NONPAYMENT, CITY MAY BRING SUIT TO RECOVER SUCH COSTS, INCLUDING ATTORNEY'S FEES, AND UPON OBTAINING A JUDGMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF GRANTOR AS PROVIDED IN RCW 4.56.190.

5. GRANTOR COVENANTS THAT ALL OF THE OWNERS, CONTRACT PURCHASERS AND LIEN HOLDERS OF THE PROPERTY DESCRIBED HEREIN HAVE SIGNED THE DEDICATION AND/OR DECLARATION OF THIS SUBDIVISION, THAT THEY HAVE THE RIGHT TO GRANT THIS COVENANT ON THE PROPERTY, AND THAT THE TITLE TO THE PROPERTY IS FREE AND CLEAR OF ANY ENCUMBRANCES WHICH WOULD INTERFERE WITH THE ABILITY TO GRANT THIS COVENANT.

## APPROVALS

### CERTIFICATE OF CITY TREASURER

I HEREBY CERTIFY THAT ALL MONIES AND DEBTS PERTAINING TO THIS DIVISION WERE PAID TO THE CITY OF LAKE STEVENS BY THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

FINANCE DIRECTOR

DATE

### APPROVAL OF PUBLIC IMPROVEMENTS

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

LAKE STEVENS PUBLIC WORKS DIRECTOR

# EAGLE GLEN NORTH

PORTION OF GOV'T LOT 3 IN THE NW1/4 OF THE SW1/4, SECTION 19, T29N-R6E, W.M., CITY OF LAKE STEVENS, SNOHOMISH COUNTY, WASHINGTON

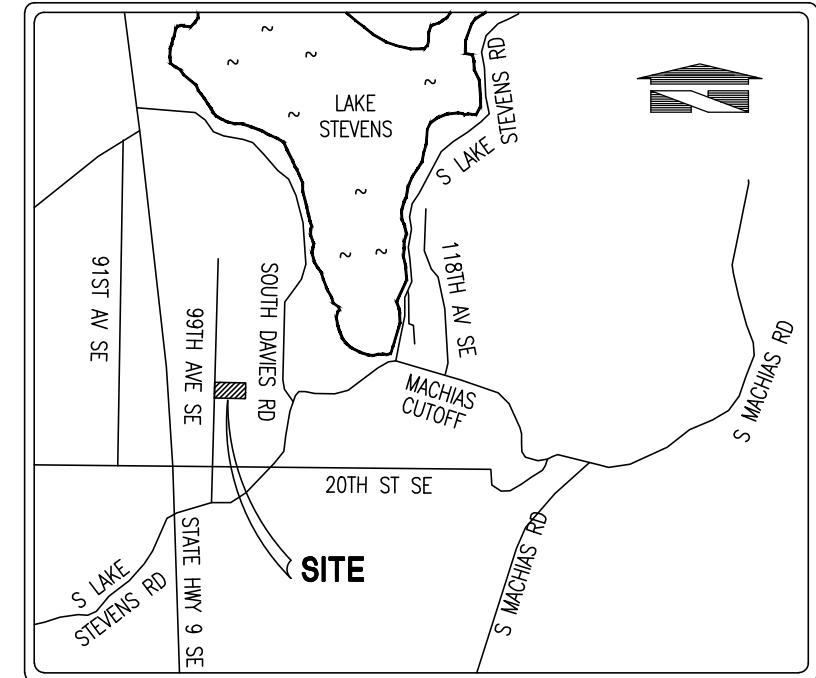
FOUND BRASS DISK MONUMENT, WSDOT POINT #GP31009-48 (AUGUST 2015)  
N89°26'27"W 1599.81'

FOUND MONUMENT IN CASE (AUGUST 2015)

HORIZONTAL DATUM: BASIS OF BEARING - NAD83/11  
HORIZONTAL DATUM FOR THIS SURVEY IS NAD 83/11 PER WSDOT. WSDOT CONTROL POINT DESIGNATION NO. GP31009-18 WAS HELD FOR POSITION, AND A LINE BETWEEN SAID POINT DESIGNATION NO. GP31009-18 AND CONTROL POINT DESIGNATION NO. GP31009-48 WAS HELD FOR ROTATION, BEING NORTH 02°59'51" WEST.

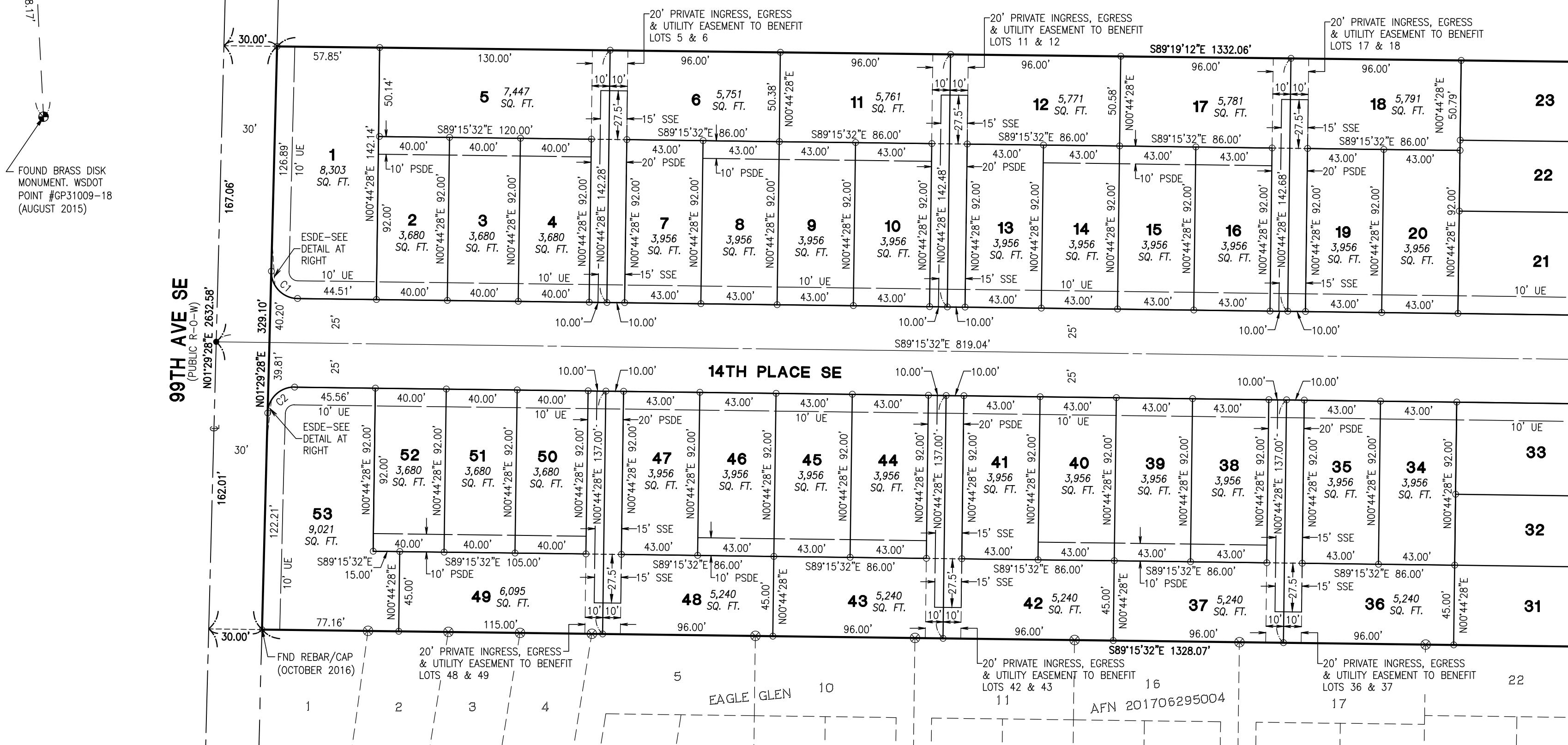
**NARRATIVE:**  
THIS IS A FIELD TRAVERSE SURVEY. A "TOPCON PS" ROBOTIC TOTAL STATION WITH A DELL TABLET WITH MAGNET FIELD SOFTWARE WERE USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-090. ALL INSTRUMENTS AND EQUIPMENT HAVE BEEN MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURERS' SPECIFICATIONS.

**DATES OF SURVEY:**  
FIELD SURVEY BY BARGHAUSEN CONSULTING ENGINEERS, INC. CONDUCTED IN OCTOBER 2016. ALL MONUMENTS SHOWN AS FOUND WERE VISITED AT THAT TIME.



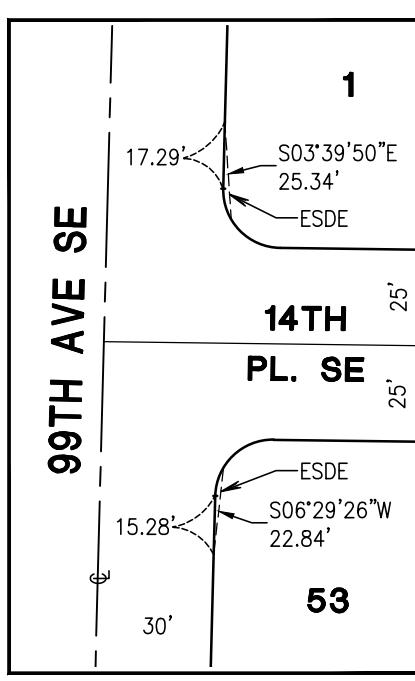
VICINITY MAP  
(N.T.S.)

UNPLATTED



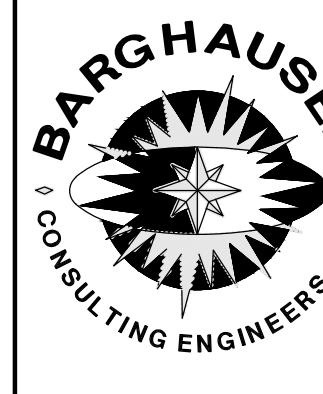
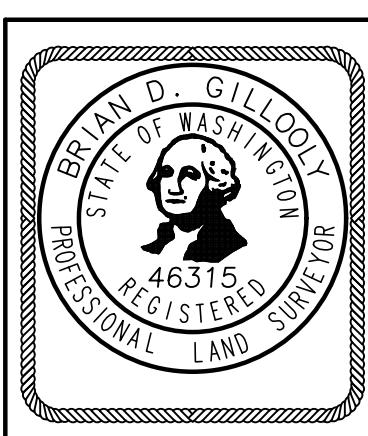
SEE SHEET 3

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°45'00"	15.00'	23.76'
C2	89°15'00"	15.00'	23.37'
C3	90°00'12"	15.00'	23.56'
C4	90°56'10"	15.00'	23.81'
C5	4°23'03"	475.00'	36.35'
C6	0°03'06"	525.00'	0.47'
C7	4°22'22"	525.00'	40.07'
C8	0°53'45"	525.00'	8.21'
C9	0°59'24"	475.00'	8.21'
C10	4°19'49"	475.00'	35.90'
C11	0°27'23"	525.00'	4.18'
C12	4°22'16"	525.00'	40.05'
C13	0°29'34"	525.00'	4.52'



DETAIL: 1'=50'

LUA2018-0032



18215 72ND AVENUE S.  
KENT, WA 98032  
(425)251-6222  
(425)251-8782 FAX  
CIVIL ENGINEERING, LAND PLANNING,  
SURVEYING, ENVIRONMENTAL SERVICES

PORTION OF GOV'T LOT 3 IN THE NW1/4 OF THE SW1/4, SECTION 19, T29N-R6E, W.M., CITY OF LAKE STEVENS, SNOHOMISH COUNTY, WA.

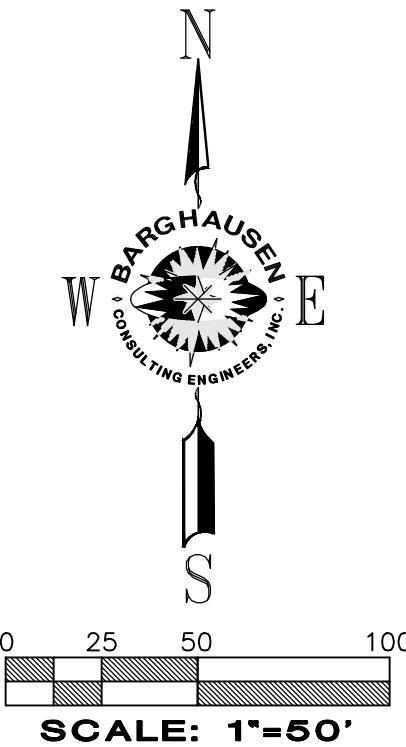
LENNAR NORTHWEST, INC.  
33455 6TH AVENUE S., UNIT 1B  
FEDERAL WAY, WA 98003

DWN. BY	KMA	DATE	JOB NO.
CHKD. BY	BDG	SCALE	SHEET

2 OF 3

# EAGLE GLEN NORTH

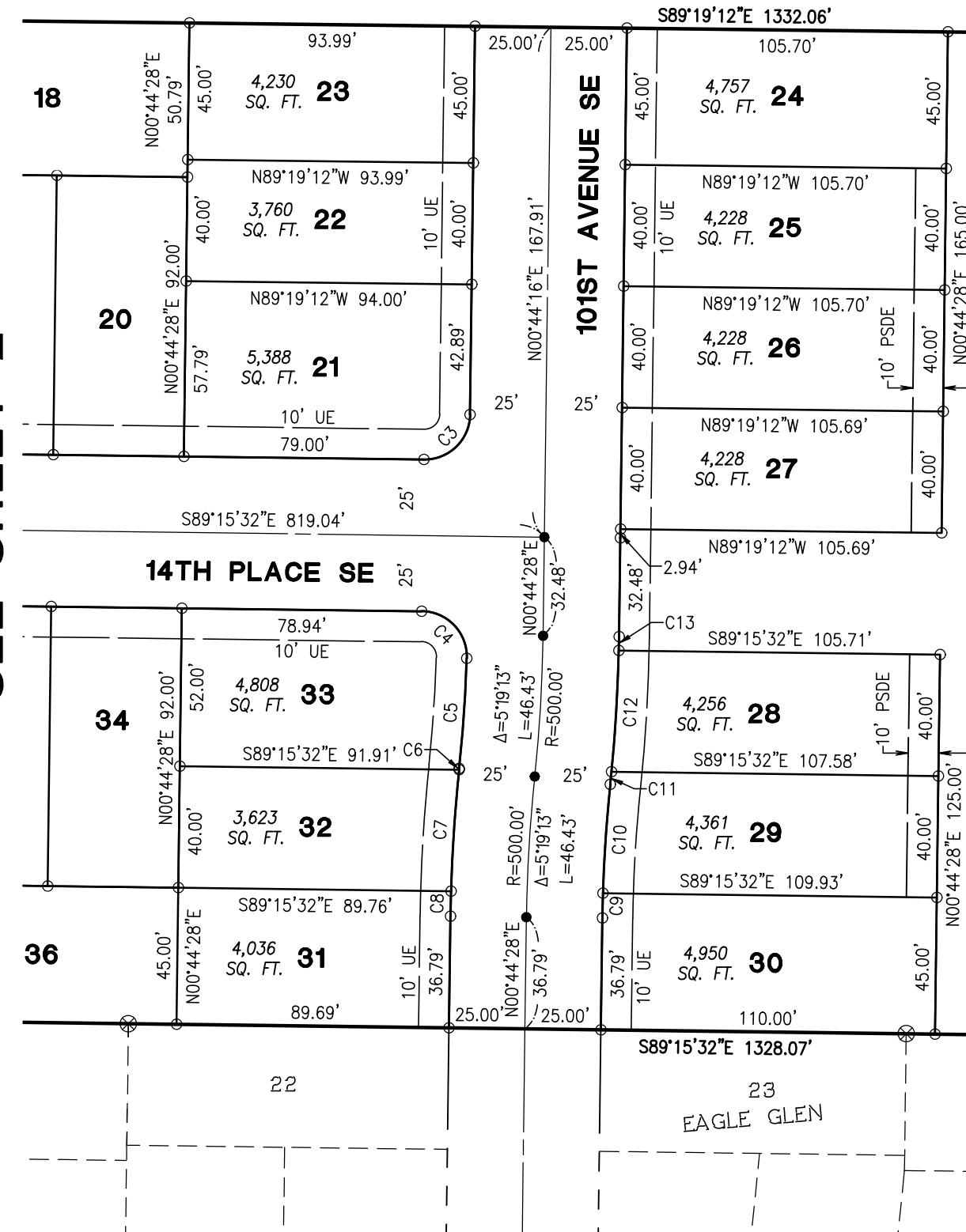
PORTION OF GOV'T LOT 3 IN THE NW1/4 OF THE SW1/4, SECTION 19, T29N-R6E, W.M., CITY OF LAKE STEVENS, SNOHOMISH COUNTY, WASHINGTON



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°45'00"	15.00'	23.76'
C2	89°15'00"	15.00'	23.37'
C3	90°00'12"	15.00'	23.56'
C4	90°56'10"	15.00'	23.81'
C5	4°23'03"	475.00'	36.35'
C6	0°03'06"	525.00'	0.47'
C7	4°22'22"	525.00'	40.07'
C8	0°53'45"	525.00'	8.21'
C9	0°59'24"	475.00'	8.21'
C10	4°19'49"	475.00'	35.90'
C11	0°27'23"	525.00'	4.18'
C12	4°22'16"	525.00'	40.05'
C13	0°29'34"	525.00'	4.52'

File:P:\17000s\Survey\Plots\17999\Survey\Plots\17999p01.dwg Layout: SHEET 3 Date/Time: 3/8/2018 10:59 AM Scale: 1" = 1' KANDERSON Xref:

SEE SHEET 2





**CITY OF LAKE STEVENS**  
**NOTICE OF APPLICATION AND NOTICE**  
**OF PUBLIC MEETING**  
**Final Subdivision**

**PROJECT NAME/ FILE NUMBER:** Eagle Glen North Final Plat / LUA2018-0032  
**APPLICANT:** Matthew Recknagel, Lennar Northwest  
**PROJECT LOCATION:** 1425 – 1433 99<sup>th</sup> Ave NE, Lake Stevens, WA 98258 /  
Parcel# 00493401800300, 301, 302, 303  
**DATE OF APPLICATION:** February 23, 2018  
**NOTICE OF PUBLIC MEETING ISSUED:** March 14, 2018  
**DATE/TIME OF PUBLIC MEETING:** **Tuesday, March 27, 2018 at 7:00 PM**  
**HEARING LOCATION:** Lake Stevens School District Educational Service Center  
(Administration Building)  
12309 22<sup>nd</sup> Street NE  
Lake Stevens, WA 98258

**PROPOSED PROJECT DESCRIPTION:**

- Creation of a 53-lot plat in the High Urban Residential Zone on a 10-acre site, accessed from 99<sup>th</sup> Ave SE and 101<sup>st</sup> Ave SE;
- Plat Approval Background- The City issued a Planned Action Determination on November 8, 2016. The Lake Stevens Hearing Examiner issued a decision of approval on February 10, 2017;
- The application for Final Plat approval was received on February 23, 2018 and determined to be complete. The applicant has submitted the necessary financial securities and installed all required improvements prior to final plat approval; and
- Final Plat / Type V Decision - The Lake Stevens City Council will consider acceptance of the subdivision at a public meeting scheduled for Tuesday, March 27<sup>th</sup>, 2018 at 7 pm at the Lake Stevens School District Educational Service Center.

**PUBLIC REVIEW AND COMMENT:**

Interested parties may submit written comments before the March 27<sup>th</sup>, 2018 meeting or comment at the public meeting. Comments can be submitted to City Hall, Attn: Dillon Roth, PO Box 257, Lake Stevens, WA 98258 or by email at [droth@lakestevenswa.gov](mailto:droth@lakestevenswa.gov). Persons who submit written or oral testimony may appeal the decision.

The project file, including the site map and project narrative is available for review at the Permit Center, located behind City Hall, Monday-Friday 9:00 am- 4:00. Limited materials are available at:

<http://www.ci.lake-stevens.wa.us/index.aspx?nid=380>

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

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

---

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

Exhibit 4



## AFFIDAVIT OF NOTICE

Project Name: Eagle Glen North Final Plat NOPM

Project Number: LUA 2018-0032

Place Posted

1. Property
2. City Hall
3. Planning
4. Everett Herald
5. Mailings
6. Website

Date Posted

3/11/18  
3/13/18  
3/13/18  
3/14/18  
3/13/18  
3/13/18

Signature

Denel  
Denel  
Denel  
Denel  
Denel  
Denel  
Denel

## Exhibit 5

**From:** [Leah Everett](#)  
**To:** [Sally Jo Sebring](#)  
**Cc:** [Gene Brazel](#); [Eric Durpos](#); [Dillon Roth](#); [Cindy Brooks](#)  
**Subject:** FW: Eagle Glen/Eagle Glen North drainage issues  
**Date:** Thursday, March 15, 2018 9:28:56 AM

---

Sally Jo,

The image you have provided is of a bubble-up diffuser. The bubble-up diffuser is working as designed, with no issues. It is part of the approved drainage plan for Eagle Glen. New silt fence has been installed and appropriate BMP measures are in place for this development.

Sincerely,

**Leah Everett**  
Stormwater Engineering Technician  
City of Lake Stevens  
1812 Main St./P.O. Box 257  
Lake Stevens, WA 98258  
Phone: (425)212-3312  
[leverett@lakestevenswa.gov](mailto:leverett@lakestevenswa.gov)

---

**From:** Dillon Roth  
**Sent:** Thursday, March 15, 2018 8:57 AM  
**To:** Leah Everett <leverett@lakestevenswa.gov>  
**Subject:** FW: Eagle Glen/Eagle Glen North drainage issues

---

**From:** Sally Jo Sebring [<mailto:sallyjosebring@frontier.com>]  
**Sent:** Wednesday, March 14, 2018 9:04 PM  
**To:** Gene Brazel <[gkbrazel@lakestevenswa.gov](mailto:gkbrazel@lakestevenswa.gov)>  
**Cc:** Eric Durpos <[edurpos@lakestevenswa.gov](mailto:edurpos@lakestevenswa.gov)>; Dillon Roth <[droth@lakestevenswa.gov](mailto:droth@lakestevenswa.gov)>; 'Tina S' <[lionessmoon@yahoo.com](mailto:lionessmoon@yahoo.com)>  
**Subject:** FW: Eagle Glen/Eagle Glen North drainage issues

Gene,

I would appreciate hearing from Leah this week on this since this was not a comment about Westlake Crossing. My initial email of regarding this issue was sent on Feb 17<sup>th</sup>. (I corrected the reference date in the below email in a later email.) I took pictures, for the third time, on March 12, and the same issue is apparent, almost regardless of the amount of rain.

Thank you,  
Sally Jo Sebring

Dillon: Please include these as comments for Eagle Glen North Final Plat application and note me as a party of record. Thank you.

---

**From:** Sally Jo Sebring <[sallyjosebring@frontier.com](mailto:sallyjosebring@frontier.com)>  
**Sent:** Saturday, March 3, 2018 4:21 PM  
**To:** Leah Everett ([leverett@lakestevenswa.gov](mailto:leverett@lakestevenswa.gov)) <[leverett@lakestevenswa.gov](mailto:leverett@lakestevenswa.gov)>; 'Scott Wicken' <[swicken@lakestevenswa.gov](mailto:swicken@lakestevenswa.gov)>  
**Cc:** Eric Durpos ([edurpos@lakestevenswa.gov](mailto:edurpos@lakestevenswa.gov)) <[edurpos@lakestevenswa.gov](mailto:edurpos@lakestevenswa.gov)>; 'Tina S' <[lionessmoon@yahoo.com](mailto:lionessmoon@yahoo.com)>  
**Subject:** Eagle Glen/Eagle Glen North drainage issues

Leah & Scott,

I checked, today, on the stormwater issues at Eagle Glen that I mentioned in a Feb. 20<sup>th</sup> email to you. I couldn't really see the status of the silt fence as houses are now being built in the line of sight of that. I've attached a picture of the situation at the metal cage-like thing that I reported on in the last email. The water is still coming out as it was then, if not more, and flowing in a number of directions, including down to the east towards the wetlands, even though we've had several dry days in the past few days. I do have video, but since it's a larger file, won't plan on sending it to you unless you want it and I get some response from my previous email about this situation.

I did notice that Eagle Glen North had applied for Final Plat several days after I reported these issues. I don't know, but assume, that at least some of the drainage issues are coming from Eagle Glen North. Since it's all Lennar, I would certainly hope that these issues are corrected before Final Plat is approved.

Thank you,  
Sally Jo Sebring



This page left blank intentionally



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda**

**Date:**

March 27, 2018

**Subject:** Professional Services Agreement with StrategyClicks, Inc.

<b>Contact</b>	Julie Ubert, Police Administrative	<b>Budget</b>	
<b>Person/Department:</b>	<u>Manager, John Dyer, Police Chief</u>	<b>Impact:</b>	<u>\$7,250.00</u>

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** **Approve Professional Services Agreement with StrategyClicks, Inc. in the amount of \$7,250.**

**SUMMARY/BACKGROUND:** Records management is one of the most critical areas of contemporary police departments due to the importance of criminal justice records accuracy and the complexity of public records disclosure. Whereas, in its earliest stages the work performed in a records area was aligned with typical office clerical functions, duties now require employees who possess critical thinking and analytical application of statutes and other regulations. Additionally, technology is now part and parcel of law enforcement records management and requires staff members with proficiencies that were previously nonessential.

In the last two years, we have added a records supervisor position as well as hired four new records specialists. Workloads and RCW changes have made workloads evermore demanding. Changing and restructuring team dynamics can enhance team relations resulting in improved efficiencies and work product. The purpose of this contract is to assist the records unit in being as cohesive and strong a unit as what is expected from the department, city and citizens we serve. A facilitator will assist the unit in areas of teambuilding and communication.

---

**APPLICABLE CITY POLICIES:**

---

**BUDGET IMPACT:** **\$7,250.00**

---

**ATTACHMENTS:**

- Exhibit A: Professional Services Agreement

# **PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND STRATEGYCLICKS, INC. 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 StrategyClicks, Inc., 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 Team Development and Facilitation Services 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 the date this Professional Services Agreement is fully signed, and shall terminate at midnight June 30, 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.

d. **The minimum insurance limits shall be as follows:**

Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. At a minimum of \$300,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$600,000 general aggregate.
- (2) Automobile Liability. \$300,000 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. **City Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the City 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 City 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 N/A:

---

---

---

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 \$7,250.00 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

**To the Consultant:**

StrategyClicks, Inc.  
Attn: Shelley L. Roberts  
1806 – 224<sup>th</sup> Street SW  
Bothell, WA 98021

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 \_\_\_\_\_, 2018.

CITY OF LAKE STEVENS

STRATEGYCLICKS, INC.

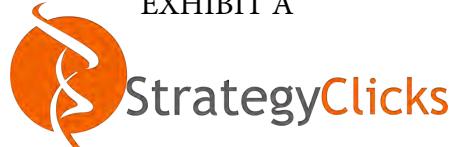
By: \_\_\_\_\_  
John Spencer, Mayor

By: \_\_\_\_\_  
Shelley L. Roberts, CEO

Approved as to Form:

By: \_\_\_\_\_  
Grant K. Weed, City Attorney

EXHIBIT A



## Lake Stevens Police Department

### Records Team Development & Facilitation Services

#### EXHIBIT A – Scope of Services March 1, 2018

##### **PRE-SERIES INTERVIEWS:**

- Interview each team member to identify team communication strengths, breakdowns, highlight personal relevance, clarify team hot spots, and determine what each member wants more of to co-create a healthy team and working environment.
- Information from these conversations will be consolidated to customize the workshop content, exercises, and specific tools that will support this team's development.

##### **TEAM CAPACITY WORKSHOP (Full day immersion):**

- Using accelerated learning and engagement tools, develop the framework for and facilitate the workshop for Lake Stevens Police Department Records Team development.
- Date and location to be determined.
- \*\*Final objectives will be confirmed after the pre-series interviews are complete.

##### **PEER COACHING SESSIONS:**

- 4 x Onsite meetings up to 2 hours each (Facilitator available 30 minutes before and 30 minutes after each session.) Scheduled at 4-6 week intervals.
- Debrief and feedback on homework, practice and results
- New content and skills based on the needs and requests of the team
- Peer-based coaching time.

##### **Professional Service Fees and Expenses:**

Professional service fees for the scope of this agreement are \$7,250.00.

Fees are invoiced at contract inception and are payable upon receipt. Cancelation policy applies.

- Includes preparation and design, pre-work collaboration with team, travel, onsite time, and manuals or materials as needed.

Expenses for venue, catering, and additional resources will be arranged by the signors at Lake Stevens Police Department or invoiced as incurred.

Additional facilitation time or consulting services may be added to the scope of this contract with an additional Exhibit and for an additional fee.

**Thank you for trusting us with your business.**

*When People Click, StrategyClicks.*



This page left blank intentionally



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** March 27, 2018

**Subject:** 2018 Budget Amendment #1

**Contact Person/Department:** Barb Stevens/ Finance

**Budget Impact:** Yes

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:**

ADOPT: Ordinance No. 1018 Amending Budget Ordinance No. 1005 and including changes to Organizational Chart.

---

**SUMMARY/BACKGROUND:**

***Expenditures increased an additional \$61,261 since presented to Council on February 27<sup>th</sup>, 2018. The amended items include the following:***

- 800Mhz Radio SERS \$3,761 – received budget request after year end (Discussed at Council 2/28/18)
- Dark Fiber Lease from City Hall to County \$7,500 – (Approved at Council 2/28/18)
- Park Feasibility Study \$50,000 – (Discussed at Council 2/28/18)

The following table summarizes the effect of the complete budget amendment:

Budget Action	Budgeted Beginning Balance	Budgeted Resources	Budgeted Expenditures	Budgeted Ending Balance
2018 Original Budget	\$24,958,523	\$22,680,382	\$28,909,178	\$18,729,727
Budget Amendment #1 - 1018	\$3,359,990	\$1,728,700	\$7,771,599	(\$2,682,908)
<b>Totals</b>	<b>\$28,318,513</b>	<b>\$24,409,082</b>	<b>\$36,680,777</b>	<b>\$16,046,819</b>

Beginning Fund Balances

Due to revenue receipts and expenditure costs outside of the expected values during the 2018 budget process, the 2017 ending fund balances are different from what was adopted in the 2018 budget as beginning balances. The amendments made to beginning fund balances reflect the actual 2017 ending fund balances.

In addition to the beginning balances, amendments are being proposed in revenue and expenditure line items throughout the funds as summarized by type as follows:

Revenues

- Grant Revenues \$1,718,700
- Police Donation \$10,000

Expenditures

- Staffing Changes\*\* (salaries/benefits/operating) \$79,632
- Operating Expenditures (supplies, consultants, repairs) \$345,266
- Project Related Costs \$7,166,909
- Fiduciary Funds (Treasurer's Trust, retainage held) \$179,792

Of the total expenditure amendment, \$7,063,097 are roll forwards from the prior year needing reauthorization, \$688,153 are other obligations of the city (increased costs for operating, or items previously approved by Council), and \$20,350 for a new request.

*\*\*Includes nine months' worth of budget change.*

The attached amended organizational chart includes changes in positions as follows:

- Add (1) Human Resources Specialist/ Executive Assistant position \$79,632
- Convert (1) Accounting/Records Clerk within the Finance department to (1) Deputy Clerk/ Accounts Payables within the City Clerk department (*\$0 net change*)
- Eliminate (1) Economic Development Coordinator position by end of April (EDC)\*
- Add (1) Public Works Operations Manager (PWOM)\*

*\*The elimination of the EDC and the addition of the PWOM has a \$0 net change*

---

**APPLICABLE CITY POLICIES:**

In accordance with the Financial Management Policies, Budget Themes and Policies, and the Revised Code of Washington, changes in the adopted budget must be brought before the City Council.

---

**BUDGET IMPACT:**

The budget ordinance will amend the beginning and ending balances, revenues and expenditures in the funds set forth in the ordinance as well as amend the staffing positions as set forth in the organizational chart.

---

**ATTACHMENTS:**

- Exhibit A: Ordinance No.1018
- Attachment A: Amended Organizational Chart
- Exhibit B: Amendment Detail

**CITY OF LAKE STEVENS  
LAKE STEVENS, WASHINGTON  
ORDINANCE NO. 1018**

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING  
THE 2018 BUDGET AS SET FORTH IN ORDINANCE NO. 1005 CONCERNING  
FUND BALANCES, REVENUES AND EXPENDITURES FOR VARIOUS FUND  
BALANCES FOR THE YEAR 2018.**

WHEREAS, the City of Lake Stevens adopted the 2018 budget pursuant to Ordinance No. 1005; and

WHEREAS, the City of Lake Stevens will receipt revenues and incur expenditures in categories and amounts other than anticipated in the adopted 2018 budget; and

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

**SECTION 1.** The 2018 budget, as adopted in Ordinance No. 1005, is hereby amended as follows:

<b>Fund</b>	<b>Description</b>	<b>Current Budget</b>	<b>Amended Budget</b>	<b>Amount of Inc/Dec)</b>	<b>ExpRev</b>
001 - General	Beginning Fund Balance	\$6,741,522	\$6,696,846	(\$44,676)	BegBal.
001 - General	Revenues	\$12,919,081	\$12,929,081	\$10,000	Rev.
001 - General	Expenditures	\$14,239,273	\$14,798,620	\$559,347	Exp.
001 - General	Ending Fund Balance	\$5,421,330	\$4,827,307	(\$594,023)	EndBal.
002 - General Reserve	Beginning Fund Balance	\$3,036,115	\$3,188,815	\$152,700	BegBal.
002 - General Reserve	Ending Fund Balance	\$2,641,908	\$2,794,608	\$152,700	EndBal.
101 - Street	Beginning Fund Balance	\$2,175,894	\$2,388,379	\$212,485	BegBal.
101 - Street	Expenditures	\$2,649,013	\$2,733,817	\$84,804	Exp.
101 - Street	Ending Fund Balance	\$1,614,768	\$1,742,449	\$127,681	EndBal.
103 - Street Reserve	Beginning Fund Balance	\$1,542	\$1,546	\$4	BegBal.
103 - Street Reserve	Ending Fund Balance	\$1,553	\$1,557	\$4	EndBal.
111 - Drug Seizure & Forfeiture	Beginning Fund Balance	\$44,308	\$42,897	(\$1,410)	BegBal.
111 - Drug Seizure & Forfeiture	Ending Fund Balance	\$13,624	\$12,213	(\$1,410)	EndBal.
112 - Municipal Arts	Beginning Fund Balance	\$11,476	\$20,349	\$8,873	BegBal.
112 - Municipal Arts	Expenditures	\$0	\$20,350	\$20,350	Exp.
112 - Municipal Arts	Ending Fund Balance	\$11,556	\$79	(\$11,477)	EndBal.
301 - Cap. Proj - Dev. Contrib.	Beginning Fund Balance	\$2,988,506	\$3,436,666	\$448,160	BegBal.
301 - Cap. Proj - Dev. Contrib.	Revenues	\$379,720	\$829,720	\$450,000	Rev.
301 - Cap. Proj - Dev. Contrib.	Expenditures	\$2,530,000	\$4,226,156	\$1,696,156	Exp.
301 - Cap. Proj - Dev. Contrib.	Ending Fund Balance	\$838,227	\$40,231	(\$797,996)	EndBal.
302 - Park Mitigation	Beginning Fund Balance	\$1,898,692	\$2,574,206	\$675,514	BegBal.
302 - Park Mitigation	Revenues	\$350,724	\$835,724	\$485,000	Rev.
302 - Park Mitigation	Expenditures	\$1,635,000	\$3,010,749	\$1,375,749	Exp.
302 - Park Mitigation	Ending Fund Balance	\$614,416	\$399,181	(\$215,235)	EndBal.
303 - Cap. Imp. - REET I	Beginning Fund Balance	\$2,255,515	\$2,364,410	\$108,896	BegBal.
303 - Cap. Imp. - REET I	Expenditures	\$328,878	\$1,128,878	\$800,000	Exp.
303 - Cap. Imp. - REET I	Ending Fund Balance	\$2,539,548	\$1,848,443	(\$691,104)	EndBal.
304 - Cap. Imp. - REET II	Beginning Fund Balance	\$1,838,691	\$3,691,065	\$1,852,375	BegBal.
304 - Cap. Imp. - REET II	Revenues	\$620,498	\$1,279,198	\$658,700	Rev.
304 - Cap. Imp. - REET II	Expenditures	\$965,832	\$3,839,582	\$2,873,750	Exp.
304 - Cap. Imp. - REET II	Ending Fund Balance	\$1,493,356	\$1,130,681	(\$362,675)	EndBal.
309 - Sidewalk Capital Projects	Beginning Fund Balance	\$1,101,223	\$1,123,128	\$21,905	BegBal.
309 - Sidewalk Capital Projects	Expenditures	\$602,250	\$622,000	\$19,750	Exp.

309 - Sidewalk Capital Projects	Ending Fund Balance	\$972,164	\$974,319	\$2,155	EndBal.
401 - Sewer	Beginning Fund Balance	\$538,374	\$280,237	(\$258,138)	BegBal.
401 - Sewer	Ending Fund Balance	\$515,826	\$257,689	(\$258,138)	EndBal.
410 - Storm & Surface Water	Beginning Fund Balance	\$1,438,246	\$1,343,804	(\$94,442)	BegBal.
410 - Storm & Surface Water	Revenues	\$1,578,826	\$1,603,826	\$25,000	Rev.
410 - Storm & Surface Water	Expenditures	\$2,053,486	\$2,109,179	\$55,693	Exp.
410 - Storm & Surface Water	Ending Fund Balance	\$963,586	\$838,451	(\$125,135)	EndBal.
501 - Unemployment Fund	Beginning Fund Balance	\$91,670	\$96,253	\$4,583	BegBal.
501 - Unemployment Fund	Ending Fund Balance	\$62,339	\$66,921	\$4,583	EndBal.
510 - Equip Fund - Computer	Beginning Fund Balance	\$103,812	\$173,499	\$69,687	BegBal.
510 - Equip Fund - Computer	Expenditures	\$245,786	\$351,994	\$106,208	Exp.
510 - Equip Fund - Computer	Ending Fund Balance	\$60,958	\$24,437	(\$36,521)	EndBal.
515 - Equip Fund - Vehicles	Beginning Fund Balance	\$10,000	\$10,020	\$20	BegBal.
515 - Equip Fund - Vehicles	Ending Fund Balance	\$20,020	\$20,040	\$20	EndBal.
520 - Equip Fund - Police	Beginning Fund Balance	\$242,731	\$246,375	\$3,644	BegBal.
520 - Equip Fund - Police	Ending Fund Balance	\$193,812	\$197,456	\$3,644	EndBal.
530 - Equip Fund - PW	Beginning Fund Balance	\$435,163	\$466,437	\$31,274	BegBal.
530 - Equip Fund - PW	Ending Fund Balance	\$745,695	\$776,969	\$31,274	EndBal.
540 - Aerator Replacement	Beginning Fund Balance	\$0	\$93,789	\$93,789	BegBal.
540 - Aerator Replacement	Ending Fund Balance	\$0	\$93,789	\$93,789	EndBal.
621 - Refundable Deposits	Beginning Fund Balance	\$5,044	\$77,252	\$72,208	BegBal.
621 - Refundable Deposits	Expenditures	\$101,000	\$178,252	\$77,252	Exp.
621 - Refundable Deposits	Ending Fund Balance	\$5,044	\$0	(\$5,044)	EndBal.
633 - Treasurer's Trust	Beginning Fund Balance	\$0	\$2,540	\$2,540	BegBal.
633 - Treasurer's Trust	Revenues	\$201,200	\$301,200	\$100,000	Rev.
633 - Treasurer's Trust	Expenditures	\$201,200	\$303,740	\$102,540	Exp.

**SECTION 2.** Except as set forth above, all other provisions of Ordinance 1005 shall remain in full force, unchanged.

**SECTION 3.** Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in force five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 27<sup>th</sup> day of March, 2018.

---

John Spencer, Mayor

ATTEST/AUTHENTICATION:

---

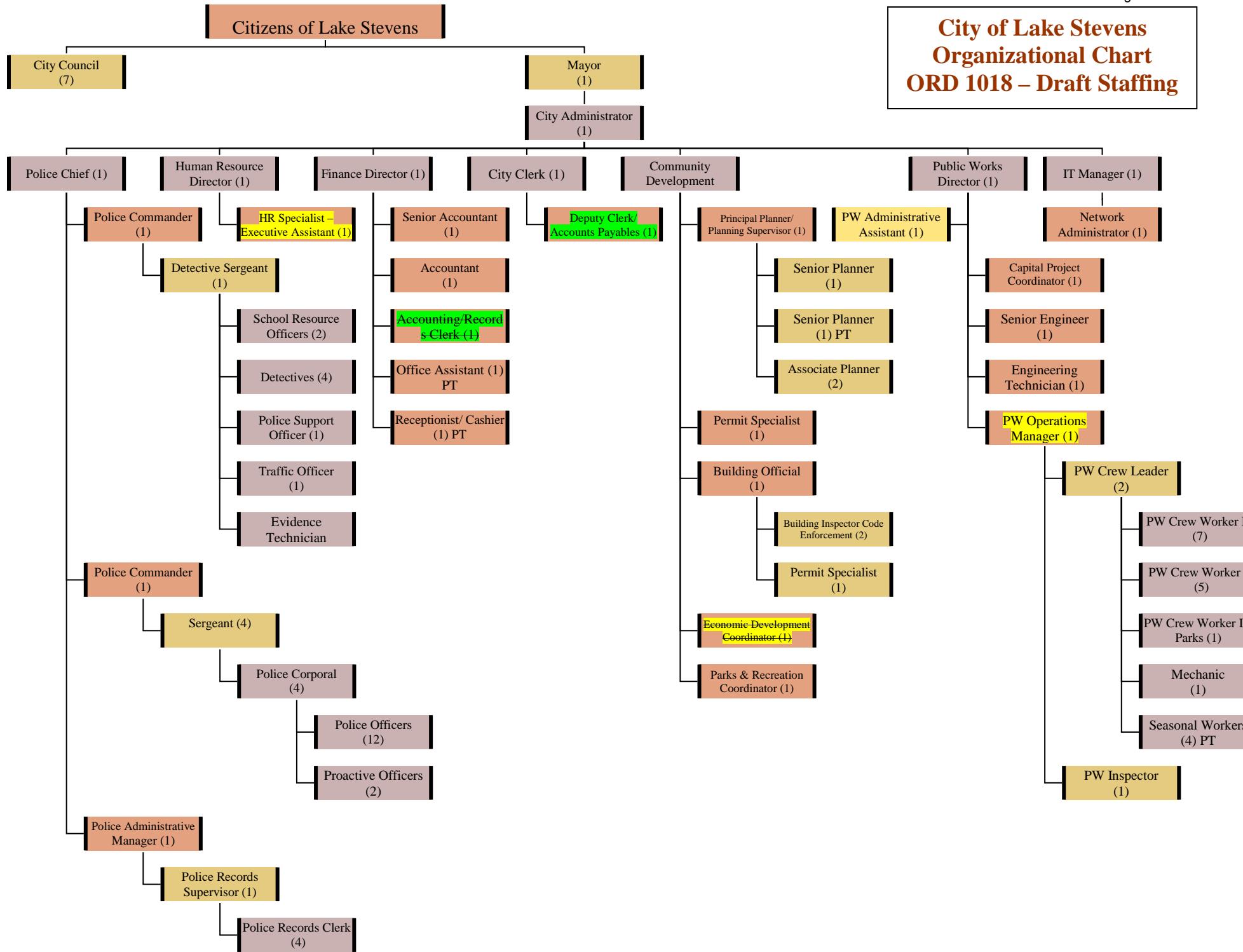
Kathy Pugh, City Clerk

APPROVED AS TO FORM:

Presented: February 27, 2018  
Final Reading: March 27, 2018  
Published:  
Effective:

---

Grant Weed, City Attorney



# 2018 Budget Amendment Detail

Revenue/Expenditure Account	Type	Total Amount	Obligated	Reauthorize	New Request	Notes
Treasurer Trust Revenues	rev	\$ 100,000	\$ 100,000			Fiduciary Fund
DOE Capacity Grant	rev	\$ 25,000	\$ 25,000			2017-2019 Grant Revenue
2018 LE Donation	rev	\$ 10,000	\$ 10,000			Donation Revenue
DOT 20.205 20th Grant Revenues	rev	\$ 450,000		\$ 450,000		Grant Revenues
DOC - Cavelero Park Grant	rev	\$ 485,000		\$ 485,000		Grant Revenues
DOT 20.205 91st/Market RAB Grant	rev	\$ 658,700		\$ 658,700		Grant Revenues
		\$ 1,728,700	\$ 135,000	\$ 1,593,700	\$ -	
Revenue/Expenditure Account	Type	Total Amount	Obligated	Reauthorize	New Request	Notes
Art Acquisition	exp	\$ 20,350			\$ 20,350	Mural CH Wall/ & Other
Lundeen Park	exp	\$ 285,000	\$ 285,000			Council 2/13 = \$600K
Treasurer Trust Expenditures	exp	\$ 102,540	\$ 102,540			Fiduciary Fund
HR- Exec Assistant Position	exp	\$ 79,632	\$ 79,632			Council 2/13
24th Street & 91st Ave SE - T11	exp	\$ 50,000	\$ 50,000			Temporary Access
Park Study	exp	\$ 50,000	\$ 50,000			Council 2/27/18
Municipal Court Fees	exp	\$ 40,000	\$ 40,000			\$40K over in 2017
LE - Jail	exp	\$ 30,000	\$ 30,000			Increase jail usage \$60K over in 2017
DOE Capacity Grant	exp	\$ 25,000	\$ 25,000			2017-2019 Grant Expenditures
2018 LE Donation	exp	\$ 10,000	\$ 10,000			Donation Exp
Dark Fiber - City Hall to County	exp	\$ 7,500	\$ 7,500			Council 2/27/18
Social Worker Program Exp	exp	\$ 4,720	\$ 4,720			2018 Grant - City Portion
SERS Radio Assessment	exp	\$ 3,761	\$ 3,761			Assessment Estimate - Actual Cost
79th Ave. SE Access Road	exp	\$ 1,122,000		\$ 1,122,000		RF
91st/Market RAB	exp	\$ 941,000		\$ 941,000		RF
Cap - SWM Drainage Improvement	exp	\$ 810,750		\$ 810,750		RF
Trestle/HOV Lane	exp	\$ 800,000		\$ 800,000		RF - Local Portion
20th Street SE P&D ROW	exp	\$ 710,646		\$ 710,646		RF
Callow Road Embankment	exp	\$ 645,000		\$ 645,000		RF
24th Street Design	exp	\$ 290,510		\$ 290,510		RF
Cavelero Park	exp	\$ 735,000		\$ 735,000		RF - Includes Grant expenditures
Frontier Heights	exp	\$ 186,372		\$ 186,372		RF
City Hall - Temporary	exp	\$ 117,569		\$ 117,569		RF
Retainage Release	exp	\$ 77,252		\$ 77,252		RF
Eagle Ridge	exp	\$ 75,853		\$ 75,853		RF
Thermoplastic Striping	exp	\$ 62,516		\$ 62,516		RF - Payment to be made in 2018
Tree Mitigation - Replanting	exp	\$ 58,897		\$ 58,897		RF
Chapel Hill Site Development Plan	exp	\$ 56,149		\$ 56,149		RF

# 2018 Budget Amendment Detail

Revenue/Expenditure Account	Type	Total Amount	Obligated	Reauthorize	New Request	Notes
Phone System Upgrade	exp	\$ 50,200		\$ 50,200		RF
Laserfiche Records Management	exp	\$ 48,508		\$ 48,508		RF
North Cove Park	exp	\$ 31,627		\$ 31,627		RF
IT - Professional Services	exp	\$ 26,625		\$ 26,625		Consultants
FI - Professional Services	exp	\$ 26,152		\$ 26,152		FCS, Auditors
Shop Remodel	exp	\$ 23,027		\$ 23,027		SWM Capital
Shop Remodel	exp	\$ 22,288		\$ 22,288		Street Capital
Shop Remodel	exp	\$ 21,144		\$ 21,144		Park Capital
Human Services	exp	\$ 20,000		\$ 20,000		RF - Seniors
SRTS - 91st/4th Sidewalk	exp	\$ 19,750		\$ 19,750		RF
Professional Services	exp	\$ 15,000		\$ 15,000		Strategic Plan & Team Development RF
Professional Tree Removal	exp	\$ 14,637		\$ 14,637		Tree Removal
PL - Software Maintenance	exp	\$ 13,844		\$ 13,844		BlueBeam, GIS
LE Capital	exp	\$ 9,000		\$ 9,000		Equip received 2017 invoiced 2018
Minor Equipment	exp	\$ 8,500		\$ 8,500		2017 Paid in 2018
Social Worker Program Exp	exp	\$ 7,964		\$ 7,964		RF - Social Worker (Grant & Local) 2017
SWM Software	exp	\$ 7,666		\$ 7,666		BlueBeam, GIS
Veteran Services	exp	\$ 4,651		\$ 4,651		RF + \$2000 for donation
Hartford Trail	exp	\$ 3,000		\$ 3,000		RF
		\$ 7,771,600	\$ 688,153	\$ 7,063,097	\$ 20,350	

Yellow highlighted items are those included since prior Council review

Obligated Items are those that Council has approved previously, or the City is obligated to pay due to increased cost or usage

Reauthorized Items are prior year budgeted items not completed during the year that will roll forward into current year budget

Blue highlighted items are project related costs

Fiduciary Funds are not city funds. These funds are used to receipt and payout money for other entities. (IE. State, Snohomish County, LSFD, etc)

New Request - Art Acquisition from the Municipal Arts Fund - Funded through 1% project related costs



This page left blank intentionally



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council**  
**Agenda Date:** March 27, 2018

**Subject:** Resolution 2018-08 Adopting Updated Council Rules of Procedure

<b>Contact</b> <b>Person/Department:</b>	<u>Gene Brazel, City Administrator</u>	<b>Budget</b> <b>Impact:</b>	<u>N/A</u>
---	--	---------------------------------	------------

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Approve Resolution 2018-08  
Adopting Updated Council Rules of Procedure

---

**SUMMARY/BACKGROUND:**

Resolution 2018-08 repealing previous resolutions and Council Procedures, and adopting updated Council Procedures reflecting the Council's current procedural practices were brought forward at the February 13 and 27, 2018 Council meetings, and Council requested changes, which have been made.

At the February 27<sup>th</sup> City Council meeting, staff proposed a two-step interview process for filling board and commission vacancies, and Council preferred a single interview process. This change has been made.

Additionally, Council requested language that board and commission members will be appointed by the Mayor following a recommendation by the interview panel, with Council approving or confirming the appointment. Staff has reviewed LSCMC Title 2 as it relates to board and commission appointments. All sections provide for appointment by the Mayor with approval or confirmation by the Council, with the exception of LSCMC 2.68, Civil Service Commission, which provides for appointment by the Mayor, without confirmation by Council. RCW 41.12.030 Civil service commission-Appointment-Terms-Removal-Quorum provides: “[c]onfirmation of said appointment or appointments of commissioners by any legislative body shall not be required.” Accordingly, Section 9, paragraph 3 of the attached Council Procedures provides for Council approval or confirmation of appointments when City Code provides for that approval.

The Council Rules as rewritten provide that the Council will approve or confirm the appointment by motion, and that the nominee will be invited to Council meeting for introduction and the oath of office on a meeting date following the formal Council vote.

---

**APPLICABLE CITY POLICIES:**

---

**BUDGET IMPACT:**

---

**ATTACHMENTS:**

- Exhibit A: Resolution 2018-08

**CITY OF LAKE STEVENS  
LAKE STEVENS, WASHINGTON  
RESOLUTION NO. 2018-08**

**A RESOLUTION OF THE CITY OF LAKE STEVENS,  
WASHINGTON, ADOPTING UPDATED COUNCIL RULES OF  
PROCEDURE.**

**WHEREAS**, Council Procedures provide the framework for conducting City Council business efficiently and in accordance with applicable state laws; and

**WHEREAS**, on September 11, 1995 the City Council adopted Resolution 1995-11 establishing procedures for excused absences of members of the Lake Stevens City Council in accordance with applicable state law; and

**WHEREAS**, on March 10, 1997 the City Council adopted Resolution 1997-3, adopting Council Procedures to provide for the efficient conducting of City Council business in accordance with applicable state laws; and

**WHEREAS**, the City Council has reviewed and discussed Council Procedures at various meetings over the years, including October 5, 1998, July 28, 2003, January 10, 2006 and January 23, 2006; and

**WHEREAS**, the City Council adopted by motion Council Procedures at its November 24, 2003 City Council meeting, and most recently at its July 10, 2006 City Council meeting; and

**WHEREAS**, the City Council wishes to amend and update its Council Procedures to reflect current practices and applicable state law,

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS,  
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** Resolutions 1995-11 establishing procedures for excused absences of City Council members, 1997-3 adopting Council Procedures, and Council Procedures adopted by motion on July 10, 2006 are hereby repealed.

**Section 2.** The Council Procedures dated March 27, 2018, attached as Attachment A, are hereby adopted as the procedures the City Council will follow in conducting its business.

**Section 3.** This resolution shall take effect and be in full force upon passage and signature.

PASSED by the City Council of the City of Lake Stevens this \_\_\_\_ day of March, 2018.

---

John Spencer, Mayor

ATTEST:

---

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

---

Grant K. Weed, City Attorney



# **COUNCIL PROCEDURES**

**ADOPTED**

**March 27, 2018**

## INDEX

<u>SECTION NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
1	Authority	1
2	Council Meetings	1
3	Agenda Preparation	5
4	Council Discussion	6
5	Comments, Concerns, and Testimony to Council	6
6	Motions and Voting	6
7	Ordinances	8
8	Mayor, Council President, and Council Vice President	8
9	Council Relations with City Staff	9
10	Council Meeting Staffing	10
11	Councilmember Attendance at Meetings	10
12	Public Hearings	10
13	Media Representation at Council Meetings	11
14	Council Representation	11
15	Confidentiality	11
16	Public Records	11
17	City Administrator Evaluation Annual Process	11
18	Mayor/Council President/Council Vice-President Selection Process	12
19	City Boards/Commissions	12
20	Council Subcommittees	13
21	Ad Hoc Citizen Advisory Boards	14
22	Filling City Council Vacancies	14
23	Miscellaneous	17
24	Suspension and Amendment of Rules	17

## SECTION 1. AUTHORITY

1.1 Pursuant to RCW 35A.12.120, and other applicable law, the Lake Stevens City Council hereby establishes the following rules for the conduct of Council meetings, proceedings and business. These rules shall be in effect upon adoption by the Council and until such time as they are amended or new rules adopted in the manner provided by these rules.

## SECTION 2. COUNCIL MEETINGS

### 2.1 TYPES OF MEETINGS:

1. Regular - the Council meeting held as set by Ordinance.
2. Workshop – the Council meeting held as set by Ordinance.
3. Special - any Council meeting other than the Regular Council meeting. Notice shall be given at least 24 hours in advance. A Special Council meeting may be scheduled by the Mayor, Council President, City Administrator or at the request of not less than 4 Councilmembers.
4. Emergency - a Special Council meeting called without the 24-hour notice. An Emergency meeting deals with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency meetings may be called by the City Administrator, the Mayor or Council President with the consent of not less than 4 Councilmembers. The minutes will indicate the reason for the emergency.

2.2 The time and day of Council's regular meetings shall be set by ordinance and will be held at the location set by ordinance unless otherwise publicly announced.

Regular Council meetings times shall be set by ordinance and will normally adjourn no later than 9:00 p.m., unless pending business must be concluded. Extensions beyond 9 p.m. shall require passage of a motion by Council.

2.3 Council's Workshop Sessions will be scheduled as special meetings and may be held, when needed, as follows: From the hour of 7:00 p.m. and will adjourn no later than the hour of 9:00 p.m., on the first and third Tuesdays, of each month. To continue past this time of adjournment, passage of a motion by a majority of the Council will be required. Alternatively, Workshop Sessions may be scheduled immediately preceding a Regular Council meeting, with the start time to be determined based on the agenda, but in no event earlier than 5:00 p.m., and ending no later than 6:45 p.m. Council workshops may also be scheduled on other dates and times by special meeting notice.

Special Workshop sessions may be called by the Mayor, City Administrator, Council President or by three (3) or more Councilmembers.

Workshop Sessions will be informal meetings for the purpose of reviewing forthcoming programs, receiving progress reports on current programs or projects,

or receiving other similar information. The Council President, Council Vice-President and City Staff will determine on-going dedicated schedules for regular workshop sessions.

No final decisions will be made at a Workshop Session. Decisions on workshop matters will be scheduled for a Regular or Special Council meeting.

- 2.4 Information will be available to the public at each meeting stating a summary of the Rules of Procedure.
- 2.5 Staff/consultants will provide brief information and respond to questions by Councilmembers or as requested by the City Administrator or Presiding Officer.
- 2.6 Citizen comment/public hearing sign-ups will be available at each regular Council meeting.
- 2.7 All regular, workshop and special meetings will be electronically recorded.

The City Clerk will keep an account of all proceedings of the Council in accordance with the statutory requirements, and proceedings will be entered into a minute book constituting the official record of the Council.

City Council meeting minutes will not be revised without a majority affirmative vote of the Council at a regularly scheduled Council meeting.

2.8 ORDER OF REGULAR COUNCIL MEETING AGENDA:

1. Call Meeting To Order:

The Presiding Officer calls the meeting to order.

2. Pledge of Allegiance:

The Council President or designee leads the flag salute.

3. Roll Call:

The Council President will announce the attendance of Councilmembers and indicate any Councilmember who is not in attendance. The Council shall approve excused absences by vote. The official meeting minutes will always reflect the vote count on each action item.

4. Approval of Agenda:

The Council President, with the concurrence of the Councilmembers, may take agenda items out of order or add or remove agenda items.

5. Citizen Comments:

Members of the audience may comment on items relating to any matter not on the meeting agenda under Citizen Comments. Unless this rule is waived

by motion of the Council, each speaker will be limited to three minutes to make their comments.

Council may, at its discretion, allow citizen comment on individual agenda items at times during any regularly scheduled City Council meeting after the item is introduced for Council but prior to Council discussion. The Presiding Officer will limit the amount of time permitted for each speaker to three minutes, until all persons have had an opportunity to speak. These agenda items include, but are not limited to, ordinances, resolutions and Council Business issues. Public testimony will be taken during Council's consideration of quasi-judicial matters.

6. Guest Business:

Persons or organizations invited or requesting to speak to the Council on specific identified topics will be scheduled under Guest Business. Guest speakers will not be restricted to a limited amount of time for speaking unless requested by Council at the time of the meeting.

7. Council Business:

Councilmembers may report on any Board/Commission meetings or significant activities or any other matter pertaining to City business since the last meeting. Subcommittee chairpersons will report on the activities of their respective subcommittees.

8. Mayor's Business:

Under Mayor's Business the Mayor usually addresses significant activities since the last meeting and items not previously discussed, such as future meetings of interest to the Council.

9. City Department Report:

City staff updates the Council on current issues or items of Council interest.

10. Consent Agenda:

Consent Agenda items are considered to be routine, non-controversial, or are items which have previously been studied and reviewed so as to not require additional discussion or debate. Such items may be approved by a single motion. Items on the Consent Agenda may include but are not limited to, minutes, resolutions and ordinances discussed at a previous City Council or Committee meeting, and previously authorized agreements. Any Councilmember may remove any item from the Consent Agenda for separate discussion and action.

11. Public Hearing:

Citizens may comment on public hearing items. The Presiding Officer may limit the amount of time permitted each speaker until all persons have had an opportunity to speak. Further testimony from those who have spoken

may be allowed at the discretion of the Presiding Officer. The public hearing will be continued to another date to take additional testimony when the existing available time is not sufficient or as determined by the Council.

At the Public Hearing, staff's presentation is to give background and frame the issues for the Council and audience.

During public comment or public testimony, Council shall refrain from interactive exchanges with the audience. Council requests for clarification from audience should occur prior to the closure of the public portion of the hearing. Staff may be asked clarifying questions by Council during Council deliberations.

12. Action Items:

a. Proclamations:

A Proclamation is defined as an official announcement made by either the City Council or the Mayor.

b. Introduction and First Reading of Ordinances:

Discussion and debate by the City Council will be held at this time. Councilmembers shall decide whether to amend the ordinance, direct staff to further review the ordinance, or approve placing the ordinance on the Consent Agenda or as a separate agenda topic for second or third reading at an upcoming Regular Council meeting for enactment as an enforceable City law. The number of ordinance readings shall be considered item by item.

c. Resolutions:

A resolution is adoption of a City policy, practice or decision.

d. Other:

Any contract, agreement, or other form of business that requires formal action that is necessary to conduct City business.

e. Such other and additional items as required by law or by Council direction.

13. Executive Session:

Executive session subjects are limited to considering such matters as are authorized under the Open Meetings Act or such other laws that authorize executive sessions. Executive session is a Council meeting that is closed except to the Council and authorized staff members and/or consultants. The public is restricted from attendance. Executive Sessions may be held during Regularly scheduled meetings or Special Council meetings and will be announced by the Mayor.

Before convening an Executive Session the Mayor shall announce the purpose of the executive session and the anticipated time when the session will be concluded and if any action shall be taken. Should the session require more time, a public announcement shall be made that the Executive Session is being extended.

14. Study Session:

Discussion items are generally items of significance that may require future action by Council.

15. Adjournment:

With no further business to come before the Council, the Presiding Officer adjourns the meeting by requesting a motion for adjournment.

### SECTION 3. AGENDA PREPARATION

- 3.1 The City Clerk will prepare an agenda for each Council meeting specifying the time and place of the meeting, and set forth a brief general description of each item to be considered by the Council. The agenda is subject to approval by the Mayor and the City Administrator.
- 3.2 An item may be placed on a Council meeting agenda by any of the following methods:
  1. By a Councilmember if the item does not require staff preparation;
  2. By any two (2) Councilmembers;
  3. By the City Administrator;
  4. By a Council Committee;
  5. By the Mayor.
- 3.3 An item may be placed on a regular Council meeting agenda after the agenda is closed if approved by the Mayor or City Administrator.
- 3.4 The City Clerk will endeavor to schedule sufficient time between public hearings and other scheduled items, so the public is not kept unreasonably waiting, and so the Council will have sufficient time to hear public comment or testimony and to deliberate matters among themselves.
- 3.5 Legally required and advertised public hearings will generally have a higher priority over other time-scheduled agenda items which have been scheduled for convenience rather than for statutory or other legal reasons.
- 3.6 Agenda items that are continued from one meeting to another will have preference on the agenda to the extent possible.

- 3.7 Agendas will be finalized by the Thursday prior to the Council meeting. Agenda packets will be available electronically to Council by 5:00 p.m. on the Thursday prior to the Council meeting, and available electronically to the public on the City's web page by 5:00 p.m. on the Friday prior to the Council meeting, unless posted otherwise. If late information becomes available after the packet is posted on the City's web page on the Friday prior to the meeting, or if information arrives from other sources, then a recess or delay may be considered by the Council.
- 3.8 All agenda item packet reports will be in the format provided by the City Clerk's Office.
- 3.9 The Council may use "Staff Recommendation Statement" language from staff reports or agenda item descriptions for making a motion.
- 3.10 Council agenda and packet material will be available to the public during regular meetings.

#### SECTION 4. COUNCIL DISCUSSION

- 4.1 All Council discussion shall be guided by **ROBERTS RULES OF ORDER, NEWLY REVISED.**

#### SECTION 5. COMMENTS, CONCERNS & TESTIMONY TO COUNCIL

- 5.1 Persons addressing the Council, who are not specifically scheduled on the agenda, will be requested to step up to the podium, give their name and address for the record, and limit their remarks to three (3) minutes. All remarks will be addressed to the Council as a whole. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening, or personally abusive while addressing the Council, may be requested to leave the meeting.
- 5.2 The Presiding Officer has the authority to preserve order at all meetings of the Council, to cause the removal of any person from any meeting for disorderly conduct and to enforce the Rules of the Council. The Presiding Officer may command assistance of any peace officer of the City to enforce all lawful orders of the Presiding Officer to restore order at any meeting.
- 5.3 Citizens with complaints, concerns or questions, may be referred to separately bring the matter to the Mayor or relevant City staff, or ask that the matter be placed on a future City Council meeting, with the appropriate background information.

#### SECTION 6. MOTIONS AND VOTING

- 6.1 When making motions, Councilmembers will be encouraged to be clear and concise and to not include arguments for the motion within the motion.
- 6.2 After a motion has been made and seconded, the Council may deliberate and discuss their opinions on the issue prior to the vote. No further citizen comments may be heard when there is a motion and a second on the floor.

- 6.3 When the Council concurs or agrees to an item that does not require a formal motion, the Presiding Officer will summarize the agreement at the conclusion of the discussion and normally, a minute entry will be made.
- 6.4 A motion may be withdrawn by the maker of the motion, at any time, up until the question is called to vote without the consent of the Council.
- 6.5 A motion to table is undebatable and shall preclude all amendments or debates of the issue under consideration. If the motion to table prevails, the matter may be "taken from the table" only by adding it to the agenda of a future Regular or Special meeting at which time discussion will continue; and if an item is tabled, it cannot be reconsidered at the same meeting.
- 6.6 A motion to postpone to a certain time is debatable, is amendable, and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or to a time certain at a future Regular or Special City Council meeting.
- 6.7 A motion to postpone indefinitely is debatable, is not amendable, and may be reconsidered at the same meeting only if it received an affirmative vote.
- 6.8 A motion to call for the question shall close debate on the main motion and is undebatable. This motion must receive a second and fails without a two-thirds' (2/3) vote; debate is reopened if the motion fails.
- 6.9 A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.

Motions that cannot be amended include: Motion to adjourn, agenda order, lay on the table, roll call vote, point of order, reconsideration and take from the table. A motion to amend an amendment is not in order.

Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- 6.10 Discussion of the motion only occurs after the motion has been moved and seconded.
- 6.11 If a motion does not receive a second, it dies. Motions that do not need a second include: Nominations, withdrawal of motion, agenda order, request for a roll call vote, and point of order.
- 6.12 The Presiding Officer should acknowledge the motion and second prior to voting.
- 6.13 The City Clerk will repeat the motion and/or take a roll call vote, if requested by the Presiding Officer, a Councilmember, or as required by law.
- 6.14 Unless otherwise required by law, the passage or defeat of a motion shall be decided by a majority of those present and voting. Abstentions shall not be included in the vote tally, even if those voting in favor of the motion are less than a majority of the full City Council.

A motion that receives a tie vote is deemed to have failed, except pursuant to RCW 35A.12.100 Duties and authority of the mayor--Veto--Tie-breaking vote, the Mayor "shall have a vote only in the case of a tie in the votes of the councilmen with respect to matters other than the passage of any ordinance, grant, or revocation of franchise or license, or any resolution for the payment of money."

At the conclusion of any vote, the Presiding Officer will inform Council of the results of the vote.

6.15 When a question has been decided, any Councilmember who voted in the majority may move for a reconsideration and such motion must also be seconded by a member who voted in the majority. No motion for reconsideration of a vote shall be made after the meeting has adjourned but may be made at a subsequent meeting of the Council

6.16 The City Attorney shall decide all questions of interpretations of these rules and other questions of a parliamentary nature which may arise at a Council meeting. All cases not provided for in these rules shall be guided by Robert's Rules of Order, Newly Revised.

In the event of a conflict, these Council Rules shall prevail.

## SECTION 7. ORDINANCES

7.1 All ordinances shall be prepared or reviewed by the City Attorney. No Council initiated ordinance shall be prepared for presentation to the Council, unless two Councilmembers support the ordinance and staff has been consulted.

7.2 The City Clerk shall assign a permanent ordinance number at the time the ordinance is initiated.

7.3 The Presiding Officer shall read the title of the ordinance or the Ordinance number prior to voting unless the ordinance is on the Consent Agenda.

7.4 Prior to placement of an ordinance on the agenda, the City Attorney shall approve the ordinance as to form. After the City Attorney's signature, and passage of the Ordinance the City Clerk or designee shall obtain the signature of the Mayor. After the Mayor's signature, the City Clerk or designee shall sign the ordinance.

7.5 Ordinances, or ordinance summaries, shall be published in the official newspaper, as a legal publication, immediately following enactment.

7.6 Ordinances become effective five (5) days after the date of publication of the ordinance unless otherwise specified.

## SECTION 8. MAYOR, COUNCIL PRESIDENT, AND COUNCIL VICE-PRESIDENT

8.1 The Presiding Officer at all regular and special meetings of the Council shall be the Mayor and all workshop sessions shall be the Council President.

At regular and special meetings in the absence of the Mayor, the Council President will act as Presiding Officer or in his/her absence the Council Vice-President. If the Mayor, Council President, and Vice-President are absent, the Council present shall elect one of its members to serve as Presiding Officer until the return of the Mayor, Council President or Council Vice-President.

At workshop sessions in the absence of the Council President, the Council Vice-President will act as the Presiding Officer or in his/her absence the Mayor. If the Council President, Vice-President, and Mayor are absent, the Council present shall elect one of its members to serve as Presiding Officer until the return of the Council President, Council Vice-President, or Mayor.

8.2 The Presiding Officer shall:

1. Preserve order and decorum in the Council chambers;
2. Observe and enforce all rules adopted by the Council;
3. Decide all questions on order, in accordance with these rules, subject to appeal by any Councilmember in which case the Presiding Officer will defer to the City Attorney; and
4. Recognize Councilmembers in the order in which they request the floor. The Presiding Officer, as a Councilmember, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Councilmembers.
5. From time to time, the Mayor and/or Council President may appoint Councilmembers to serve on ad hoc committees.

**SECTION 9. COUNCIL RELATIONS WITH CITY STAFF**

9.1 There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities.

9.2 City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge City staff as administering the Council's policies.

9.3 All written informational material requested by individual Councilmembers shall be submitted by City staff, after approval of the Mayor or City Administrator, to all Councilmembers with a notation indicating which Councilmember requested the information.

9.4 A Councilmember shall not attempt to influence City staff in the selection, evaluation or discipline of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits.

9.5 A Councilmember shall not attempt to change the operating rules and practices of any City department.

- 9.6 Mail that is addressed to the Mayor and Councilmembers shall be copied and circulated by the City Clerk, as soon as practicable after it arrives.
- 9.7 The City Clerk shall not open mail addressed to individual Councilmembers if it is marked personal and/or confidential.
- 9.8 No Councilmember shall direct the City Administrator to initiate any action or prepare any report that is significant in nature, or initiate any project or study without the consent of a majority of the Council.
- 9.9 Individual requests for information can be made directly to the Department Director. If the request would create a change in work assignments or City staffing levels, the request must be made through the Mayor or City Administrator and may be referred to the Council.

#### SECTION 10. COUNCIL MEETING STAFFING

- 10.1 The City Administrator shall attend all meetings of the Council unless excused by the Mayor. The City Administrator may make recommendations to the Council and shall have the right to take part in the discussions of the Council, but shall have no vote. When the City Administrator has an excused absence, the designated Acting City Administrator shall attend the meeting.
- 10.2 The City Attorney shall attend all meetings of the Council unless excused by the Mayor, and shall, upon request, give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian.
- 10.3 The City Clerk, or designee, shall attend Regular and Special meetings of the Council, keep the official journal (minutes), and perform such other duties, unless excused by the Mayor, as may be needed for the orderly conduct of the meeting.

#### SECTION 11. COUNCILMEMBER ATTENDANCE AT MEETINGS

- 11.1 Councilmembers will inform the Mayor, the Council President, the City Administrator or City Clerk if they are unable to attend any Council meeting, or if they knowingly will be late to any meeting. The minutes will show the Councilmember as having an excused absence if approved by the Council.

#### SECTION 12. PUBLIC HEARINGS

- 12.1 Quasi-judicial hearings require a decision be made by the Council using a certain process, which may include a record of evidence considered and specific findings be made.
- 12.2 Legislative (ordinance or miscellaneous) hearings do not require a decision be made even though information is presented.
- 12.3 Councilmembers shall comply with all applicable laws related to the conflict of interest requirements in the Appearance of Fairness Doctrine.

### SECTION 13. MEDIA REPRESENTATION AT COUNCIL MEETINGS

13.1 All public meetings of the City Council and its boards/commissions shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting. Seating space shall be provided for the media at each public meeting.

### SECTION 14. COUNCIL REPRESENTATION

14.1 If a Councilmember appears on behalf of the City before another governmental agency, such as the County Council or State Legislature, a community organization, or through the media, for the purpose of commenting on an issue, the Councilmember needs to state existing City policy and the majority position of the Council, if known, on such issue. Personal opinions and comments which differ from the Council majority may be expressed if the Councilmember clarifies that these statements do not represent the Council's position. If a Councilmember wishes to clarify the Council's position on a policy issue, they should do so by requesting a Council resolution be prepared and voted on by the Council.

Councilmembers need to have other Councilmember's concurrence before representing another Councilmember's view or position with the media, another governmental agency or community organization.

### SECTION 15. CONFIDENTIALITY

15.1 Councilmembers shall keep confidential all written materials and verbal information provided to them during Executive Sessions or which are otherwise subject to the attorney-client privilege, to ensure that the City's position is not compromised. Any Councilmember having any contact or discussion needs to make full disclosure to the Mayor, City Administrator and/or the City Council in a timely manner.

### SECTION 16. PUBLIC RECORDS

16.1 Public records created or received by the Mayor or any Councilmember should be transferred to the City Clerk's office for retention by the City in accordance with the Public Records Law. Public records that are duplicates of those received by, or in the possession of the City, are not required to be retained. Questions about whether or not a document is a public record or if it is required to be retained should be referred to the City Clerk.

### SECTION 17. CITY ADMINISTRATOR EVALUATION ANNUAL PROCESS

17.1 The Mayor will determine the evaluation criteria and format for the process. As the City Administrator's immediate supervisor the Mayor shall issue the final annual evaluation. Council members will be given the opportunity to provide their observations, comments and recommendations.

17.2 The final step of the City Administrator evaluation process is for the Mayor to prepare amendments, if any, to the City Administrator's employment contract. This contract and any amendment thereto must be approved by the City Council at a Council meeting.

#### SECTION 18. MAYOR/COUNCIL PRESIDENT /VICE-PRESIDENT SELECTION PROCESS

18.1 Mayor. The Mayor is elected per RCW Title 35A and other applicable election laws.

18.2 Council President. At the first regular meeting in January of each year, the members of the City Council shall elect, from their number, a Council President who does not serve for more than one consecutive full year.

18.3 Council Vice-President. At the first regular meeting in January of each year, the members of the City Council shall elect, from their number, a Vice-President who does not serve for more than one consecutive full year.

#### SECTION 19. CITY BOARDS/COMMISSIONS

19.1 Lake Stevens' boards and commissions provide an invaluable service to the City. Their advice on a wide variety of subjects aids the Mayor and Councilmembers in the decision-making process. Effective citizen participation is an invaluable tool for local government.

19.2 These boards/commissions are generally established by ordinance.

19.3 Councilmembers should be assigned as board/commission liaisons in January of each year or as needed. Staff shall provide liaisons with agenda and support material for such meetings.

19.4 Appointments and reappointments of board/commission members, when vacancies and term expirations occur, shall be as follows:

1. Vacancies to the City's boards and commissions will be advertised in the City newspaper, on the City's web page, at City Hall and such other locations as are deemed appropriate. Councilmembers will be provided with copies of applications of all qualified applicants received for boards/commissions vacancies.
2. All qualified applicants for a board or commission will be interviewed by a panel consisting of the Mayor, the Department Head and/or staff liaison, the Council liaison or designee to that board or commission, up to two additional councilmembers selected to participate in the interview process for boards and commissions at the beginning of each year, and the Chairperson or designee of the board or commission the applicant applied for.
3. Following the interviews, the interview panel makes a recommendation and the Mayor nominates a candidate for appointment to the vacant position.

4. The nominated candidate will be notified and requested to complete a criminal background check. All criminal background checks will be conducted by The Human Resources Department.
5. Following successful completion of the criminal background check the Mayor reviews nominee recommendation with Council at a regular Council meeting or at a workshop session. The recommendation should include the number of applicants interviewed, qualifications, and reason for the selection.
6. Mayor appoints board/commission member with Council approval at the regular Council meeting or next regular meeting if recommendation is made at a workshop session.
7. The newly appointed board/commission member will be invited to a subsequent Council meeting to be sworn in. In the case where multiple appointments are made in one Council meeting, all appointees will be sworn in as a group.
8. If the City Council does not confirm or reject the Mayor's nomination for appointment within thirty (30) days of submittal, the Mayor may proceed with the appointment.

## SECTION 20. COUNCIL SUBCOMMITTEES

20.1 Council subcommittees are policy review and discussion arms of the Council. Subcommittees may study issues and develop recommendations for consideration by the Council. Subcommittees may not take binding action on behalf of the City. Subcommittees generally involve three or fewer councilmembers and therefore are not subject to the Open Public Meetings act.

Subcommittees will be established on an as-needed basis by motion or other action of the City Council

At its first meeting each year, each subcommittee should select from its members a chairperson who will oversee the meeting and report on the activities of the subcommittee to the Council at regular City Council meetings during Council Business.

20.2 Each subcommittee will have staff support as needed and assigned by the City Administrator. Staff will work with the subcommittee chairs to set agendas, provide support materials (including any sensitive communications by staff), and prepare reports as needed. The City Clerk or designee will attend subcommittee meetings and may prepare minutes. Subcommittee meetings will not be electronically recorded.

20.3 Even though the Open Meetings Act does not generally apply, subcommittee meetings are open to the public for observation only; no citizen comments or participation will be allowed.

20.4 The Mayor or City Administrator may send issues directly to subcommittees for their review in lieu of being referred to committee by the entire Council.

- 20.5 Subcommittee appointments shall be made by the Council President or in his/her absence by the Council Vice-President. The Council President will take into account the interests, availability to serve and requests of individual Councilmembers in making subcommittee assignments.
- 20.6 Membership of each subcommittee will consist of a maximum of three (3) Councilmembers unless otherwise approved by Council.
- 20.6 The Mayor and/ or City Administrator shall be an "ex officio" member of each subcommittee.

## SECTION 21. AD HOC CITIZEN ADVISORY BOARDS

### 21.1 PURPOSE

To effectively use valuable resources provided by the citizenry at large to deal with issues on which more citizen input is judged to be needed. Each Board shall be given a clearly defined goal and adequate information to help them understand their role in the governmental structure. Unless determined otherwise by action of the City Council the authority of such Boards will be limited to providing informal input and recommendations to the City Council.

### 21.2 APPOINTMENT PROCEDURES

The boards will consist of no more than five citizen members (selected by the Mayor and confirmed by the City Council), the Mayor or designee, a staff person, and Councilmember if desired.

### 21.3 STAFF SUPPORT

Each Ad Hoc Advisory Committee will have staff support as needed and assigned by the City Administrator. Staff will work with the committee to provide support materials and prepare reports.

## SECTION 22. FILLING CITY COUNCIL VACANCIES

### 22.1 PURPOSE

To provide guidance to the City Council when a Lake Stevens Councilmember position becomes vacant before the expiration of the official's elected term of office. Pursuant to state law, a vacancy shall be filled only until the next regular municipal election, wherein the person elected will serve the remainder of the unexpired term.

### 22.2 REFERENCES

RCW 42.30.110(h) - Executive Session Allowed to Consider Qualifications of a Candidate for Appointment to Elective Office

RCW 42.30.060 - Prohibition on Secret Ballots

RCW 42.12 - Vacant Position

RCW 35A.12.050 - Vacancies - Filling of Vacancies in Council/Mayor Form of Government

22.3

APPOINTMENT PROCESS

1. A Council position shall be officially declared vacant upon the occurrence of any of the causes of vacancy set forth in RCW 42.12.010, including resignation, recall, forfeiture, written intent to resign, or death of a Councilmember. The Councilmember who is vacating his or her position cannot participate in the appointment process.
2. The City Council shall direct staff to begin the Councilmember appointment process and establish a notice, application, interview and appointment schedule, so that the position is filled at the earliest opportunity.
3. The City Clerk's Office shall prepare and submit to the City's Official Newspaper, with courtesy copies to all other local media outlets, a Notice of City Council Vacancy, which announces the vacancy consistent with the requirements necessary to hold public office. The City's web page and other social media may also be used to announce the Council vacancy.
4. The City Clerk's Office shall prepare an application form which requests appropriate information for City Council consideration of the applicants. Applications will be available at Lake Stevens City Hall, on the City web site, and such other locations that the City Council deems appropriate. Copies of the advertisement will be provided to current members of City of Lake Stevens' boards and commissions.
5. Applications received by the deadline date and time will be copied and circulated, by the City Clerk's Office to the Mayor and City Council. Packets may also contain additional information received such as endorsements, letters of reference and other pertinent materials.
6. The City Clerk's Office shall publish the required public notice(s) for the meeting scheduled for interviewing applicants for consideration to the vacant position. This meeting may be a regularly scheduled City Council meeting, or a special session City Council meeting.
7. The City Clerk's Office shall notify applicants of the location, date and time of City Council interviews.
8. Prior to the date and time of the interview meeting, the Mayor shall accept one interview question from each Councilmember.
9. Prior to the date and time of the interview the City Clerk or designee will make inquiry of each applicant to determine eligibility to hold office and to fill the Council vacancy in the City.

22.4

#### INTERVIEW MEETING

Depending on the number of applicants to be interviewed, each interview of an applicant/candidate shall be approximately 15 minutes in length as follows:

1. The City Council shall ask the predetermined set of questions which must be responded to by the applicant. Each applicant will be asked and will answer the same set of questions.
2. An informal question and answer period in which Councilmembers may ask and receive answers to miscellaneous questions.
3. The applicants' order of appearance will be determined by a random lot drawing performed by the City Clerk.
4. The Council may elect not to interview all of the applicants if the number exceeds six (6) candidates. The decision as to which applicants to interview will be based on the information contained in the application forms.

22.5

#### VOTING

Upon completion of the interviews, Councilmembers may convene into Executive Session to discuss the qualifications of the applicants. However, all interviews, nominations and votes taken by the Council shall be in open public session.

1. The Mayor shall ask for nominations from the Councilmembers.
2. In the case of one vacancy to be filled, balloting will continue until a nominee receives a majority of four (4) votes.
3. At any time during the balloting process, the City Council may postpone balloting until a date certain or regular meeting if a majority vote has not been received.
4. Nothing in this policy shall prevent the City Council from reconvening into Executive Session to further discuss the applicant/candidate qualifications.
5. The Mayor shall declare the nominee receiving the majority vote as the new Councilmember. The new Councilmember shall be sworn into office by any person authorized under state law to administer oaths, at the earliest opportunity or no later than the next regularly scheduled City Council meeting.
6. In the case of a tie vote, the Mayor may cast a vote.
7. If the City Council does not fill the vacancy within 90 days of the declared vacancy, the Revised Code of Washington delegates appointment powers to Snohomish County.

## SECTION 23. MISCELLANEOUS

23.1 When Councilmembers register to attend an official conference requiring voting delegates, such as the Association of Washington Cities, the Council shall designate the voting delegate(s) and alternate voting delegate(s) during a public meeting, by a majority vote; when possible, said selection of voting delegate(s) shall be done on a rotating basis for the purpose of allowing all Councilmembers the opportunity to be an official voting delegate.

## SECTION 24. SUSPENSION AND AMENDMENT OF RULES

24.1 Any provision of these rules not governed by state law or ordinance, may be temporarily suspended or waived by a two-thirds (2/3) majority vote of the Council.

24.2 These rules may be amended, or new rules adopted, by a majority vote of the Council.

24.3 While not required, these Rules should be reviewed approximately every 2 years for the purpose of keeping up to date with legal requirements and for purposes of confirming that actual practices conform with these rules.



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda**

**Date:** March 27, 2018

**Subject:** Appoint Council Representatives to Participate in Boards & Commissions Interviews

<b>Contact</b>	<b>Budget</b>
<b>Person/Department:</b> <u>Gene Brazel, City Administrator</u>	<b>Impact:</b> <u>N/A</u>

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Appoint Councilmembers Brett Gailey and Rauchel McDaniel to participate in Boards and Commissions Interviews for calendar year 2018.

**SUMMARY/BACKGROUND:** Currently when a vacancy on a City board or commission occurs, candidates are interviewed by a panel consisting of the Mayor, the board/commission chairperson, the Council liaison and the staff liaison. At the January 19-20, 2018 City Council Retreat, Council expressed they would like a greater role in the selection of citizens appointed to the City's boards and commissions. This could be accomplished by appointing two additional councilmembers to sit on board and commission interview panels for the calendar year 2018. In succeeding years, new appointments of councilmembers would be made each year for this purpose. This was again discussed at the February 6, 2018 City Council Workshop meeting, and Councilmembers Brett Gailey and Rauchel McDaniel both said they would like to sit on these interview panels.

---

**APPLICABLE CITY POLICIES:** N/A

---

**BUDGET IMPACT:** N/A

---

**ATTACHMENTS:** None



This page left blank intentionally



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council**  
**Agenda Date:** March 27, 2018

**Subject:** Approve 2018 Concession Agreement and Request for Proposal

<b>Contact</b> <b>Person/Department:</b> <u>Gene Brazel, City Administrator</u>	<b>Budget</b> <b>Impact:</b> <u>N/A</u>
--	--

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Approve 2018 Concession Agreement and Request for Proposal.

**SUMMARY/BACKGROUND:** In 2016 the City authorized a concession agreement to provide water-related services at Lundein Park during the summer, which was very well received by the public. The Concession Agreement was again authorized in 2017, and at that time, Council requested that in 2018 the City go out to bid for the concession agreement. Staff has worked with the City Attorney to delineate and fine tune the requirements under the concession agreement, and at this time requests Council approve the attached concession agreement and request for bid.

---

**APPLICABLE CITY POLICIES:**

---

**BUDGET IMPACT:**

---

**ATTACHMENTS:**

- Request for Bid and Concession Agreement



**CITY OF LAKE STEVENS  
LAKE STEVENS PARKS & RECREATION  
REQUEST FOR PROPOSALS**

March \_\_\_, 2018

**Request for Proposals  
Food, Beverage and Water Recreation Concessions**

**Proposal Due Date: April \_\_, 2018**

**Background**

The City of Lake Stevens is a rapidly growing community in Snohomish County situated west of the Cascade foothills. Snohomish County predicts Lake Stevens and surrounding areas will grow to a population of 46,380 and provide approximately 8,000 jobs by 2035. One of the gems of Lake Stevens is Lundein Park where we hold many events throughout the Spring and Summer. The City is interested in providing concessions and equipment rentals to our users.

**Instructions to Bidders**

Thank you for your interest in operating concessions at Lake Stevens Lundein Park. Lake Stevens is committed to providing the highest level of customer service to our park users through concession activities.

To submit a proposal, please provide the required information to Lake Stevens City Hall no later than **4:00 pm, Friday, April \_\_, 2018.**

**MAILING and Street ADDRESS:** Lake Stevens City Hall is located at 1812 Main Street, Lake Stevens Washington 98258-0257. The City's mailing address is Post Office Box 257, Lake Stevens, WA 98258.-0257. Proposals must be complete to be accepted.

If you have any questions, please call 425-212-3315 or send email to [rwright@lakestevenswa.gov](mailto:rwright@lakestevenswa.gov).

**Section One: General Specifications**

Lake Stevens Parks and Recreation is soliciting proposals from individuals, community organizations and private firms interested in operating food/drink/product concession facilities at Lundein Park.

All applicants are encouraged to visit Lundein Park Concession building prior to submitting a proposal. To arrange a visit, please call 425-212-3315 or send email to [rwright@lakestevenswa.gov](mailto:rwright@lakestevenswa.gov).

Bidders are advised to determine specific Snohomish County Health District requirements for the concession building to confirm that facility is compatible with the product line they intend to carry.

It is the responsibility of the Bidder to verify that adequate water and electrical service is available to support their operation. Any modifications or improvements to concession areas shall be at the sole expense of the successful Bidder, and will require advance written approval from City of Lake Stevens, Community Development Director.

## **Section Two: License**

If your proposal is accepted, the Licensee shall obtain and maintain a City of Lake Stevens business license prior to opening operations.

### **Cleaning Deposit \$100**

The Contractor will be required to pay a \$100 cleaning deposit prior to commencement of operation. The Contractor will be required to clean the concession area and remove all supplies and equipment within 30 days of the final day of operation. The City will conduct an inspection of the area to determine compliance. Any cleaning/disposal deemed necessary by the City would be conducted by City employees at the Concessionaire's sole expense. The Concessionaire will be required to timely reimburse the City for any such cleaning/disposal expense. Further, the City may retain the Concessionaire's cleaning deposit to offset any such expense.

## **Monthly Payments**

The Concessionaire must agree to pay the City in consideration for concession rights and privileges, a monthly payment equal to at **least 5%** of gross monthly receipts, plus the monthly 12.84% Leasehold Tax for permanent locations. The Licensee will be required to pay the City on or before the 10th day of each succeeding month during the term of the permit. The Licensee will also be required to submit with each payment a signed statement attesting to the total gross receipts for said month. These statements must be made on a form provided by the City. Gross monthly receipts are defined as total revenue excluding Washington State Sales Tax. The City reserves the right to conduct audits and inspections without advance notice. The Concessionaire must also agree to provide copies of all receipts and relevant documents if requested.

## **Late Fee**

A late fee of \$30 will be assessed for payments not received by the 10th of the month. Chronic late payments may result in suspension of this agreement.

## **Section Three: Pricing**

Product prices shall be fixed for the first ninety (90) days of this agreement. The Concessionaire may submit to the City a request for price change, along with documentation to substantiate need. Written approval of price changes must be granted by the City before changes are implemented.

## **Section Four: Insurance**

Concessionaire is required to furnish proof of *Commercial General Liability* insurance with combined single limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate with an insurer having no less than an AM Best rating of A: VII and authorized to do business in the State of Washington. A \$2,000,000 products/completed operations aggregate is required for contractors that prepare food. The insurance policies shall be written on an occurrence basis. City shall be named as an additional insured and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificates of Insurance. Vendor shall provide a Certificate of Insurance with applicable Additional insured endorsements for both CGL coverage and products/completed operations with the City prior to Vendor using the Park and/or providing services. Claims-made Commercial General Liability insurance will not be accepted.

If the scope of services includes activities involving the use of automobile, *Automobile Liability* insurance for ANY AUTO with a minimum limit of \$1,000,000 combined single limit is required.

### **Section Five: Basic Proposal Requirements**

Please date your proposal, and provide your name, address, and your company or organization name. Please also list Lundein Park Concessions as being bid. Please call the Community Development Director Russ Wright with questions at 425-212-3315 or send email to [rwright@lakestevenswa.gov](mailto:rwright@lakestevenswa.gov).

### **Section Six: Proposal Questions and Concession Award Criteria**

Please answer the questions below. Responses will be reviewed and awarded points (according to total possible points as listed on the right margin).

#### **A. Products/Services To Be Offered For Sale 30 Points**

What product(s) do you intend to offer? What size(s)? What price(s)? Is recycling or using recyclable materials part of your proposal? Please list all proposed items and unit prices (please refer to the page titled “Approved Park Sites For Vending Sales” to answer this question).

#### **B. Consideration 25 Points**

How do you propose compensating the City of Lake Stevens for permission to operate a concession facility? An annual flat fee and/or a percentage (minimum 5%) of gross receipts is required.

#### **C. Concession Experience/Business References 20 Points**

Please list at least three (3) references who will support, document or verify your performance in providing concession services and/or operating a business. Include name, business name, address, phone number, fax number and nature of your relationship (former employer, supervisor, etc.).

### **Section Seven: Authorized Signature**

Please sign and date your proposal.

**All proposals submitted become the property of the City and are subject to the Public Records Act, RCW 42.56**

*The city of Lake Stevens reserves the right to reject all proposals, to waive any informality in proposals, and to negotiate changes in the scope of services to be provided.*



## CONCESSIONAIRE LICENSE AGREEMENT

THIS CONCESSIONAIRE LICENSE AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between CITY OF LAKE STEVENS, a municipal corporation, of the State of Washington ("City"), and \_\_\_\_\_ Concessions, a \_\_\_\_\_, ("Licensee"). In consideration of the mutual promises stated herein, each of the parties hereto agrees as follows:

**1. License.** City hereby grants to Licensee a nonexclusive license to sell the list of items at referenced prices, as set forth in attached Schedule C, from Lundein Park in Lake Stevens (the "Premises") in accordance with this Agreement. Refer to Schedule A, attached hereto and incorporated herein, for exact dates and times of operation, products, prices and pictures identifying the type of temporary concession unit that will be used to sell the products.

**2. Duration.** This Agreement shall commence \_\_\_\_\_, 2018, and shall continue in effect through end of business on \_\_\_\_\_, 2018 at Lundein Park unless earlier terminated as provided below. The agreement term may be renewed annually in writing for a maximum of three (3) additional terms at the sole discretion of the City.

**3. Other Licenses & Permits.** The Licensee shall obtain and maintain a City of Lake Stevens business license and all other permits and approvals as required by law consistent with the operations of Licensee prior to opening operations.

**4. Licensee's Duties.**

**a.** Licensee and its employees shall comply with all rules and regulations of the City relating to the use of, and conduct at the Premises. Licensee and its employees shall comply with all applicable federal, state, and local laws while acting under this license. Licensee shall be liable to the City for loss or damage it or its employees, cause to the Premises during the periods of use of this license.

**b.** Licensee shall maintain and operate the concession building in a commercially reasonable manner. The Licensee shall remove all Licensee owned items from the Premises at the termination of this Agreement and shall leave the premises in as good or better condition than before occupancy by Licensee.

**c.** If the Licensee wishes to make capital improvements to the concessions building, the surrounding area including dock, or wants to construct a permanent or temporary unit, Licensee must propose the improvements or construction to City in writing, addressed to the Community Development Director. This proposal must include site plans and specific construction drawings. City may approve or disallow the improvements. If the proposal is approved by City a separate written agreement will be developed between the City and the Licensee. The Licensee will be responsible to apply and pay for and obtain all necessary permits that may be required by the City, the Health District or other regulatory agencies. At such time as the Agreement is terminated, the improvements become the property of the City.

**5. Monthly Payments.** The Licensee must agree to pay the City in consideration for concession rights and privileges, a monthly payment equal to \_\_\_\_\_, plus the monthly 12.84% Leasehold Tax for permanent locations. The Licensee will be required to pay the City on or before the 10th day of each succeeding month during the term of the permit. The Licensee will also be required to submit with each payment a signed statement attesting to the total gross receipts for said month. These statements must be made on a form provided by the City. Gross monthly receipts are defined as total revenue excluding Washington State Sales Tax. The City reserves the right to conduct audits and inspections without advance notice. The Licensee must agree to provide copies of all receipts and relevant documents upon request by the City.

**a. Late Fee:** A late fee of \$30 will be assessed for payments not received by the 10th of the month. Multiple late payments may result in suspension or termination of this agreement.

**b. Pricing:** Product prices shall be fixed for the first ninety (90) days of this agreement. The Licensee may submit to the City a request for price change, along with documentation to substantiate need. Written approval of price changes must be granted by the City before changes are implemented.

**c. Cleaning Deposit:** The Licensee will be required to pay a \$100 cleaning deposit prior to commencement of operation. The Licensee will be required to clean the concession area and remove all supplies and equipment within 14 days of the final day of operation. The City will conduct an inspection of the area to determine compliance. Any cleaning/disposal deemed necessary by the City would be conducted by City employees at the Licensee's sole expense. The Licensee will be required to timely reimburse the City for any such cleaning/disposal expense. Further, City may retain the Licensee's cleaning deposit to offset any such expense, or return to Licensee, should the concession be left in satisfactory condition.

**6. Insurance Requirements.** Maintenance of insurance as required herein shall not be construed to limit the liability of the Licensee to the coverage provided by insurance or to limit the City's recourse.

**a.** The Licensee shall obtain and maintain continuously, at its own expense, the insurance referenced in attached Schedule B, which is incorporated herein by this reference.

**7. Indemnification.** Licensee shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Licensee's use of Premises, or from the conduct of Licensee's business, or from any activity, work or thing done, permitted, or suffered by Licensee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the Licensee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the Licensee and City. The provisions of this section shall survive the expiration or termination of this Lease.

**8. Non-discrimination.** Vendor shall ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities

made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

**9. Termination.** Either party may terminate this Agreement by giving at least ten (10) days' written notice of termination to the other party, except that the City may, at its election, terminate this Agreement at any time without notice if Licensee fails to comply with any of the provisions of this Agreement. City may retain any advanced payments.

**10. Non-assignment.** The Licensee shall not assign, subcontract or transfer any of the rights, duties or obligations covered by this Agreement without the prior express written consent of the City.

**11. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

**12. Severability.** Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

**13. Entire Agreement.** This Agreement is the complete expression of the terms and conditions hereunder. Any oral or written representations or understandings not incorporated herein are specifically excluded.

“CITY”

CITY OF LAKE STEVENS

By: \_\_\_\_\_  
JOHN SPENCER, Mayor

Date Signed: \_\_\_\_\_

“LICENSEE”

By: \_\_\_\_\_  
Owner

Date Signed: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Grant K. Weed, City Attorney

## **Schedule A** **GENERAL OPERATION**

1. The Licensee is authorized to provide only such food and services as are listed on attached Schedule C.
2. The concession site will only be used as a site to sell or rent approved items and services and the Licensee agrees to not let or sublet the whole or any part of the concession building or assign this agreement or any interest within the property described.
3. Licensee will not provide fountain drinks, drinks that require cups with lids and straws, Styrofoam cups or products in glass containers of any kind.
4. Licensee shall not stock, offer to sell or sell any tobacco or tobacco products, marijuana or marijuana products or vaping products.
5. Licensee shall not distribute, hand out or offer any leaflets, brochures or literature unrelated to authorized offerings listed in attached Schedule C.
6. All personal property kept at the concession stand shall be at their own risk. The City will not be held liable, in any manner or account, for any loss or damage sustained by action of fire, water, elements, theft or any third party.
7. The Licensee will be responsible for all litter clean up in and about the premises.
8. The Licensee operating hours will be from 8:30 a.m. until dusk. No exceptions will be made without prior written approval from the Community Development Director or his/her designee. The City will provide advanced notice of scheduled special events that may require modified operating hours.
9. The Licensee is responsible for paying all taxes, wages and other costs associated with the sale and distribution of items from the Concession.
10. Licensee expressly assumes FULL LEGAL RESPONSIBILITY for the conduct of employees, volunteers, or third parties hired to provide services ("Workers").
11. Licensee shall ensure that Workers in the concession are at least fourteen (14) years old per WAC 296-125-027. There must be one adult supervisor for every two minors; adult supervisors must be at least eighteen (18) years old.
12. Pursuant to the Child and Adult Abuse Information Act (CAAIA), a Licensee operating in Lundein Park where children, developmentally disabled persons and/or vulnerable adults are present, the Licensee is required to perform criminal history/background checks on all its Workers at its own cost. All Workers must pass the criminal history/background check prior to beginning work for Licensee.
13. The criminal history/background check will be completed by Licensee no less than fourteen (14) days prior to the commencement of business under this Agreement, and no less than fourteen (14) days prior to any new Workers providing services in the concession. The City reserves the right to request copies of background check documents.
14. Licensee shall comply with all City of Lake Stevens ordinances, rules and regulations. If at any time any members of the business, its employees or volunteers, behave inappropriately or in a manner that conflicts with any laws, park codes, or rules and regulations outlined in this contract, they will be asked to leave and this contract may be subject to termination in the City's sole discretion.

### **EQUIPMENT STORAGE**

Licensee may store all equipment and supplies related to the Services ("Equipment and Supplies") in concession building or one storage container provided by the Licensee and at the location in the Park designated by the Community Development Director or his/her designee. Any additional storage requirements must be approved by the Community Development Director. The City at its sole discretion shall request the storage container be moved as needed. The City is not responsible for lost, stolen, or damaged Equipment and Supplies.

All Licensee-owned Equipment and Supplies must be removed from the Park within fourteen (14) days of the last day of this Agreement.

#### **SAFETY AND SAFETY EQUIPMENT**

Licensee will operate water-related Services and use the Premises according to accepted industry and U.S. Coast Guard approved standards. When in or on the water, every patron will be required, at all times and without exception, to wear a personal flotation device that is Coast Guard approved and meets additional "safe for use" guidelines. Licensee staff must be trained in recreational water safety standards and must be present and on site at all times during water activities. Patrons and users must be provided safety instructions and taught how to properly enter and exit the water, and navigate their watercrafts.

Licensee shall comply with all Washington State and U.S. Coast Guard water safety laws. Licensee must have written rules and procedures for water activities, including an emergency action plan specific to the Premises location. In addition, Licensee staff must be First Aid and CPR-certified, and First Aid and AED kits must be located on site and accessible to staff.

## **SCHEDULE B INSURANCE REQUIREMENTS**

### **A. Insurance Term**

The Lessee 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 Lessee's operation and use of the leased Premises.

### **B. No Limitation**

The Lessee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Lessee 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**

The Lessee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an additional insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
2. Property insurance shall be written on an all risk basis.

### **A. Minimum Amounts of Insurance**

The Lessee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

### **B. Other Insurance Provisions**

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

### **C. Acceptability of Insurers**

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

**D. Verification of Coverage**

The Lessee 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 Lessee.

**E. Waiver of Subrogation**

Lessee and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

**F. Public Entity's Property Insurance**

City shall purchase and maintain during the term of the lease all-risk property insurance covering the Building for its full replacement value without any coinsurance provisions.

**G. Notice of Cancellation**

The Lessee shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

**H. Failure to Maintain Insurance**

Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of lease, upon which the City may, after giving five business days notice to the Lessee to correct the breach, terminate the Lease 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 Public Entity on demand.

**I. Public Entity Full Availability of Lessee Limits**

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

**SCHEDULE C**  
**LIST OF FOOD AND SERVICES OFFERED AND PRICES**



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda**

**Date:**

March 27, 2018

**Subject:** Museum Lease Agreement

**Contact** Gene Brazel  
**Person/Department:** City Administrator **Budget Impact:** N/A

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Approve the Lease Agreement with the Historical Society for lease of the Museum for a term of \_\_\_\_ year(s).

**SUMMARY/BACKGROUND:** Over the years the City has leased a portion of the building located at 1804 Main Street to the Historical Society for use as a Museum. That lease is now expired and the parties wish to renew the lease.

Previously there has been discussion as to how long the lease term should be, with a one year term being a consideration. Staff requests Council determine the length of the lease term and approve the lease agreement.

---

**APPLICABLE CITY POLICIES:**

---

**BUDGET IMPACT:**

---

**ATTACHMENTS:**

- Exhibit A: Lease Agreement

**LEASE AGREEMENT BETWEEN THE CITY OF LAKE STEVENS  
AND LAKE STEVENS HISTORICAL SOCIETY  
(Museum)**

This Lease Agreement is made between the CITY OF LAKE STEVENS, a municipal corporation of the State of Washington, hereinafter called "City" and the LAKE STEVENS HISTORICAL SOCIETY, hereinafter called "Society."

1. **LEASE PREMISES:** The City hereby leases to Society the westerly portion of the building located on the following-described property:

Lot 28, Renas Addition to Lake Stevens, according to the plat recorded in Volume 12 of Plats, page 8, records of Snohomish County, Washington, EXCEPT roads.

Commonly known as 1804 Main Street, Lake Stevens, Washington

The leased area is depicted on **EXHIBIT A** as the "Historical Society/Museum," consisting of approximately 1,064 square feet on the first floor and approximately 504 square feet on the second floor, and the "Reading Room," consisting of approximately 352 square feet. The portion of the building occupied by the Lake Stevens Library is excluded from this lease. This lease includes the nonexclusive right to park in the developed parking spaces on parcels north and south of the above-described property, which parking is shared with the Lake Stevens Library. No stalls shall be marked or reserved for the sole use of Society without the prior written consent of the City, in City's sole discretion. The City makes no representation that the available parking is adequate for Society's needs.

2. **TERM:** This lease shall be for a term of \_\_\_\_\_ years commencing February 11, 2018, and expiring February 10, 20\_\_\_\_\_. Either party may terminate this Lease upon six (6) months written notice to the other for any cause whatsoever. In the event City terminates the lease without cause, City shall make reasonable efforts to assist Society in finding a new location for its activities. Notwithstanding the above, City may terminate this lease if Society abandons the premises, ceases to use the premises for the purposes described in paragraph 4 below, or if at any time Society ceases to be an active nonprofit corporation in good standing with the Washington Secretary of State's Corporations Division.

So long as the City Council has made no finding that the use of the subject property is required for other municipal purposes, the parties agree that, baring a change in circumstances that makes renewal unfeasible or not in the public interest, this lease may be renewed upon mutually acceptable terms.

3. **RENTAL:** The City agrees to provide said space to Society without monetary rent payments subject to the following additional responsibilities of Society:

- a) Society shall maintain and operate the property for the purposes described in paragraph 4 below;
- b) Society shall be responsible for minor repairs and maintenance as hereinafter described;

- c) Society shall provide proof of current public liability insurance and personal property insurance for property owned by it or in its possession;
- d) Society shall provide to the City a copy of its bylaws and any amendments thereof.

4. **SOCIETY'S USE OF PREMISES:** The leased premises may be used and occupied only for a historical society for the benefit of the citizens of the City of Lake Stevens and other individuals who wish to view the premises, and for no other purpose or purposes, without City's prior written consent. Society shall open the museum to the public, at a minimum, Fridays and Saturdays from 1:00 p.m. to 4:00 p.m., and summer hours (i.e., when Lake Stevens Public Schools are not in session for the regular school year) to include Sundays from 1:00 p.m. to 4:00 p.m., but at the option of Society, the museum may be closed on holidays recognized by the State of Washington. The museum shall not be open earlier than 8:00 a.m. nor later than 8:00 p.m. on any day, except by written permission of the City. The parties agree that the value of the services the Society provides to the City and its citizens is approximately the fair market leasehold value of the leased premises and other financial contributions made by the City pursuant to this lease.

- a) Society shall be responsible for securing the leased premises at the end of each working day and at times when the leased premises are closed.
- b) Society shall promptly comply with all laws, ordinances, orders, rules and regulations now in effect, or as hereafter amended, affecting the leased premises and their cleanliness, safety, occupation and use.
- c) Society shall not use any machinery or equipment in the leased premises that might be injurious to the building. Society will not perform any act or carry on any practices that may damage the leased premises or be a nuisance to or menace or injure the public or City's employees, contractors or agents. Society shall not commit or suffer any waste upon the leased premises. Society shall not generate, store or maintain any hazardous substance or material upon leased premises as defined in applicable federal, state and/or local statutes or regulations.
- d) Upon termination of the lease, Society shall quit and surrender the leased premises in as good a state and condition as they were at the commencement of the lease, reasonable wear and tear, damage by the elements or resulting from the structural unfitness of the leased premises for use as in accordance with the lease, or other actions not caused by Society, its employees, agents, customers or invitees, excepted. Society shall return all keys to City.

5. **CITY'S USE OF PREMISES:** The City reserves the unlimited right to use the area designated on **EXHIBIT A** as the "Reading Room" for meetings at any time City elects, regardless of whether the leased premises are open to the public. City shall be responsible for scheduling use of the meeting room. City's use of the reading room shall have scheduling priority. Society shall have the right to use the reading room at any time when the City is not using it. If Society wishes to schedule meetings or other functions in the reading room, Society

shall notify City's designated reading room scheduler to ensure the room will be available for Society's use.

6. MAINTENANCE: Society shall maintain the leased premises, and the area immediately adjacent thereto lying between the leased premises and parking areas, keeping the same in generally good repair, reasonable wear and tear excepted, and in neat and clean condition. Society shall perform minor maintenance and shall notify City of the need for any major maintenance. The City shall be responsible for maintaining roof, exterior structure, windows, wall heaters, plumbing, or other major structural components of said building.

7. IMPROVEMENTS: Society shall not make any structural improvements or alterations to the leased premises without the prior written consent of City, in City's sole discretion, and subject to any conditions which City in its sole discretion may impose. The City agrees that upon termination or expiration of said Lease, Society may remove all fixtures which it owns or has installed which can be removed without structural damage to the building. Upon such removal Society will restore the premises to its condition prior to installation of such fixtures. Society further agrees that prior to said removal, it will advise the City of which items it desires to remove in order that the parties may negotiate other alternatives. Any fixtures not so removed shall become the property of City; provided, City may elect to require removal of some or all of Society's fixtures at Society's sole expense.

8. UTILITIES: City shall be responsible for payment of all utilities serving the leased premises including, but not limited to, heat, lights, water, garbage, sewer, telephone, internet and cable. Society shall maintain heat in the building as deemed proper for artifacts displayed.

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

9. RISK OF LOSS / INSURANCE: All personal property of Society or other parties kept or maintained at the leased premises shall be at the risk of Society. City shall insure the building. Society shall be responsible for insuring its personal property and any property of others located at the premises. Society shall also provide a comprehensive liability insurance policy, including bodily injury and property damage, written by a company acceptable to and approved by City in the amount of ONE MILLION DOLLARS (\$1,000,000.00). Society shall furnish to the City a Certificate of Insurance evidencing such coverage, and naming the City, its officers, employees and elected officials, as additional insured. The certificate shall specify that 30 days prior notice of cancellation will be sent to the City. Society acknowledges that City's insurance is for the benefit of City and provides no coverage for Society.

10. TAXES:

- a) City shall be responsible for all real property taxes and assessments levied or assessed against the leased premises by any governmental entity, including any special assessments imposed on or against the leased premises for the construction or improvement of public works in, on or about the leased premises; provided, however, that the Society shall conduct no activity on the leased

premises nor place any articles on the leased premises that will increase the real property taxes levied or assessed against the leased premises.

- b) Society shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed or imposed and which become payable during the Lease upon Society's fixtures, furniture, appliances and personal property installed or located in the leased premises.
- c) Society agrees to pay the amount of all taxes levied upon or measured by the rent or the market value of the leased premises, whether as a sales tax, transaction privilege tax, leasehold excise tax, or otherwise. Such taxes shall be due and payable at the time the same are levied or assessed.

**11. INDEMNIFICATION:** Society shall protect, hold harmless, indemnify, and defend, at its own expense, the City, its officers, employees, and agents from any loss or claim for damages of any nature whatsoever, including claims by third parties or by the Society's employees from which it would otherwise be immune under TITLE 51 RCW or other law, arising out of any act or omission on or about the leased premises or relating to this Lease by the Society, its appointed or elected officers, employees, or agents. If a loss or claim is caused by or results from the concurrent negligence of the Society, its appointed or elected officers, employees, or agents and the City, its elected or appointed officials, employees, or agents, this clause shall be valid and enforceable only to the extent of the negligence of the Society, its appointed or elected officers, employees, or agents.

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

**12. SIGNS AND LANDSCAPING.** City shall have the right to control landscaping and approve the placing of signs and the size and quality of the same. Society shall make no alterations or additions to the landscaping and shall place no exterior signs on the leased premises without the prior written consent of City. Any signs not in conformity with this lease may be immediately removed and destroyed by City.

**13. ASSIGNMENT / SUBLEASE:** Society shall not sublease, sublet or assign the leased premises, or any portion thereof or the adjacent grounds. This lease shall not be assignable by operation of law.

**14. RESPONSIBLE PERSON:** Society shall keep the City advised of its officers or directors and shall provide the City with the name, telephone numbers and email address of a responsible person or persons authorized to receive any notice required between the parties or for contact if negotiations are required or in the event of emergencies.

**15. QUARTERLY FINANCIAL REPORTS:** Throughout the term of this lease and all extensions thereof, Society shall provide City with quarterly financial reports detailing Society's income, expenses, expenditures, salaries, and bank and investment balances for the previous quarter. Said financial statements shall be provided to City in writing within thirty (30) days after the last day of each quarter of the calendar year.

**16. NOTICE:** Any notice given by Society to City shall be directed to the Mayor and delivered to the Lake Stevens City Hall and shall be deemed given on the date it is so delivered. Any notice given by the City to the Society shall be given to the responsible persons

hereinbefore described at the address described, or in the absence of any such persons, names or addresses, notice to Society shall be deemed adequate by delivering a copy of same to the leased premises or posting notice on the door of the leased premises. Notice shall be deemed given to Society on the date that it is delivered to the responsible person or in the absence of such person, delivered to the leased premises or posted on the door of the leased premises, or if mailed, notice shall be sent by certified mail, return receipt requested, in which case it shall be deemed given on the third business day after mailing.

17. **DEFAULT:** In the event the Society shall fail to carry out any of the terms required of it herein, or fail to operate as a historical society, the City may terminate this lease agreement upon giving the notice required by law. The parties agree that any dispute arising between them which is not otherwise resolved should be referred for mediation or arbitration in an effort to amicably settle any disputes.

18. **RIGHT OF ENTRY:** During the term of this lease Society agrees that the City's agents or employees may enter upon said premises during any hours when the leased premises are open to the public or, with prior written notice to Society, at other reasonable times, for purposes of inspection and/or repairs; provided, City may enter without notice in the event of an emergency. In the case of repairs that would be disruptive to Society's activities, City shall give advance written notice to Society. In the event of emergency entry, City shall make reasonable efforts to provide notice of entry to Society.

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

20. **TIME:** Time is of the essence of this Lease.

21. **WAIVER:** Any waiver by City of any default and performance by Society of any of the terms, covenants, or conditions contained herein shall not be deemed a continuing waiver of the same or any subsequent default herein.

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

IN WITNESS WHEREOF, the parties have signed this document in duplicate this  
day of \_\_\_\_\_, 2018.

CITY OF LAKE STEVENS

LAKE STEVENS HISTORICAL SOCIETY

By \_\_\_\_\_  
JOHN SPENCER, Mayor

By \_\_\_\_\_ (print name)  
Its \_\_\_\_\_ (title)

ATTEST:

\_\_\_\_\_  
KATHY PUGH, Deputy City Clerk

APPROVED AS TO FORM:

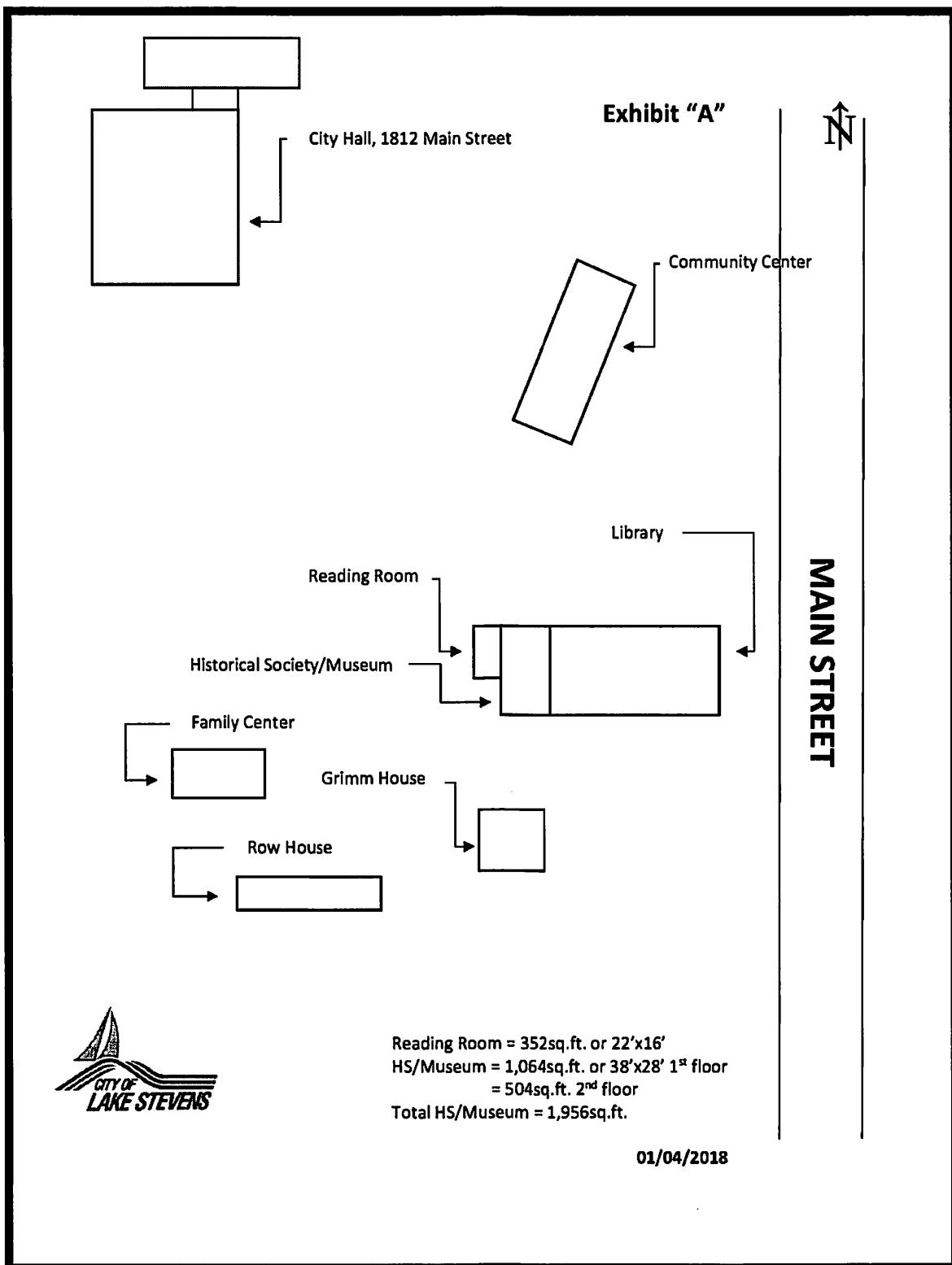
\_\_\_\_\_  
GRANT K. WEED, City Attorney

STATE OF WASHINGTON )  
                          ) ss.  
COUNTY OF SNOHOMISH)

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_.

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





LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda**

**Date:**

March 27, 2018

**Subject:** Grimm House Lease

<b>Contact</b>	Gene Brazel	<b>Budget</b>	N/A
<b>Person/Department:</b>	City Administrator	<b>Impact:</b>	

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Approve the Lease Agreement with Historical Society for lease of the Grimm House

**SUMMARY/BACKGROUND:** The City has leased the Grimm House to the Historical Society for the benefit of the citizens of Lake Stevens and other people who wish to view the premises and artifacts on display therein. That lease is now expired and the parties wish to renew the lease.

The new lease provides for a five-year lease term; however, the lease also provides that either party may terminate the lease with six months notice.

---

**APPLICABLE CITY POLICIES:**

---

**BUDGET IMPACT:**

---

**ATTACHMENTS:**

- Exhibit A: Lease Agreement

## **LEASE AGREEMENT BETWEEN THE CITY OF LAKE STEVENS AND LAKE STEVENS HISTORICAL SOCIETY**

This Lease Agreement is made between the CITY OF LAKE STEVENS, a municipal corporation of the State of Washington, hereinafter called "City" and the LAKE STEVENS HISTORICAL SOCIETY, hereinafter called "Society."

1. **LEASE PREMISES:** The City hereby leases to Society the building located on the northwest portion of the following-described property, hereafter referred to as "Grimm House":

The South 25 feet of Lot 29; and  
Lot 30, except the East 12 feet thereof;  
All in Renas Addition to Lake Stevens, according to the plat recorded in Volume 12 of Plats, page 8, records of Snohomish County, Washington.

Commonly known as 1802 Main Street, Lake Stevens, Washington

The location of Grimm House is depicted on **EXHIBIT A** attached hereto and incorporated herein by this reference. This lease includes the nonexclusive right to park in the developed parking spaces on the above-described property, which parking is shared with the Sno-Isle Library. No stalls shall be marked or reserved for the sole use of Society without the prior written consent of the City, in City's sole discretion. The City makes no representation that the available parking is adequate for Society's needs.

2. **TERM:** This lease shall be for a term of five (5) years commencing April 25, 2018, and expiring April 24, 2023. Either party may terminate this Lease upon six (6) months written notice to the other for any cause whatsoever. In the event City terminates the lease, City shall make reasonable efforts to assist Society in finding a new location for its activities. Notwithstanding the above, City may terminate this lease if Society abandons the premises, ceases to use the premises for the purposes described in paragraph 4 below, or if at any time Society ceases to be an active nonprofit corporation in good standing with the Washington Secretary of State's Corporations Division.

The parties agree that, baring a change in circumstances that makes renewal unfeasible or not in the public interest, this lease may be renewed upon mutually acceptable terms.

3. **RENTAL:** The City agrees to provide said space to Society without monetary rent payments subject to the following additional responsibilities of Society:

- a) Society shall maintain and operate the property for the purposes described in paragraph 4 below;
- b) Society shall be responsible for minor repairs and maintenance as hereinafter described;
- c) Society shall provide proof of current public liability insurance and personal property insurance for property owned by it or in its possession;

- d) Society shall provide to the City a copy of its bylaws and any amendments thereof.
- 4. USE OF PREMISES:
  - a) The leased premises may be used and occupied only for a historical society for the benefit of the citizens of the City of Lake Stevens and other individuals who wish to view the premises and the artifacts on display therein, and for no other purpose or purposes, without City's prior written consent. The parties agree that the value of the services the Society provides to the City and its citizens is approximately the fair market leasehold value of the Grimm House and other financial contributions made by the City pursuant to this lease.
  - b) Society shall be responsible for securing the structure at the end of each working day and at times when said structure is closed.
  - c) Society shall promptly comply with all laws, ordinances, orders, rules and regulations now in effect, or as hereafter amended, affecting the leased premises and their cleanliness, safety, occupation and use.
  - d) Society shall not use any machinery or equipment in the leased premises that might be injurious to the building. Society will not perform any act or carry on any practices that may damage the leased premises or be a nuisance to or menace or injure the public or City's employees, contractors or agents. Society shall not commit or suffer any waste upon the leased premises. Society shall not generate, store or maintain any hazardous substance or material upon leased premises as defined in applicable federal, state and/or local statutes or regulations.
  - e) Upon termination of the lease, Society shall quit and surrender the leased premises in as good a state and condition as they were at the commencement of the lease, reasonable wear and tear, damage by the elements or resulting from the structural unfitness of the leased premises for use as in accordance with the lease, or other actions not caused by Society, its employees, agents, customers or invitees, excepted. Society shall return all keys to City.

5. MAINTENANCE: Society shall maintain Grimm House, and the area immediately adjacent thereto lying between Grimm House and the driveway and parking areas, keeping the same in generally good repair, reasonable wear and tear excepted, and in neat and clean condition. Society shall perform minor maintenance and shall notify City of the need for any major maintenance. The City shall be responsible for maintaining roof, exterior structure, windows, wall heaters, plumbing, or other major structural components of said building.

6. IMPROVEMENTS: Society shall not make any structural improvements or alterations to said structure without the prior written consent of City, in City's sole discretion, and subject to any conditions which City in its sole discretion may impose. The City agrees that upon termination or expiration of said Lease, Society may remove all fixtures which it owns or has installed which can be removed without structural damage to the building. Upon such removal Society will restore the premises to its condition prior to installation of such fixtures.

Society further agrees that prior to said removal, it will advise the City of which items it desires to remove in order that the parties may negotiate other alternatives. Any fixtures not so removed shall become the property of City; provided, City may elect to require removal of some or all of Society's fixtures at Society's sole expense.

7. UTILITIES: City shall be responsible for payment of all utilities serving the leased premises including, but not limited to, heat, lights, water, garbage, sewer, telephone, internet and cable. Society shall maintain heat in the building as deemed proper for artifacts displayed.

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

8. RISK OF LOSS / INSURANCE: All personal property of Society or other parties kept or maintained at the leased premises shall be at the risk of Society. City shall insure the building. Society shall be responsible for insuring its personal property and any property of others located at the premises. Society shall also provide a comprehensive liability insurance policy, including bodily injury and property damage, written by a company acceptable to and approved by City in the amount of ONE MILLION DOLLARS (\$1,000,000.00). Society shall furnish to the City a Certificate of Insurance evidencing such coverage, and naming the City, its officers, employees and elected officials, as additional insured. The certificate shall specify that 30 days prior notice of cancellation will be sent to the City. Society acknowledges that City's insurance is for the benefit of City and provides no coverage for Society.

9. TAXES:

- a) City shall be responsible for all real property taxes and assessments levied or assessed against the leased premises by any governmental entity, including any special assessments imposed on or against the leased premises for the construction or improvement of public works in, on or about the leased premises; provided, however, that the Society shall conduct no activity on the leased premises nor place any articles on the leased premises that will increase the real property taxes levied or assessed against the leased premises.
- b) Society shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed or imposed and which become payable during the Lease upon Society's fixtures, furniture, appliances and personal property installed or located in the leased premises.
- c) Society agrees to pay the amount of all taxes levied upon or measured by the rent or the market value of the leased premises, whether as a sales tax, transaction privilege tax, leasehold excise tax, or otherwise. Such taxes shall be due and payable at the time the same are levied or assessed.

10. INDEMNIFICATION: Society shall protect, hold harmless, indemnify, and defend, at its own expense, the City, its officers, employees, and agents from any loss or claim for damages of any nature whatsoever, including claims by third parties or by the Society's employees

from which it would otherwise be immune under TITLE 51 RCW or other law, arising out of any act or omission on or about the leased premises or relating to this Lease by the Society, its appointed or elected officers, employees, or agents. If a loss or claim is caused by or results from the concurrent negligence of the Society, its appointed or elected officers, employees, or agents and the City, its elected or appointed officials, employees, or agents, this clause shall be valid and enforceable only to the extent of the negligence of the Society, its appointed or elected officers, employees, or agents.

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

11. **SIGNS AND LANDSCAPING.** City shall have the right to control landscaping and approve the placing of signs and the size and quality of the same. Society shall make no alterations or additions to the landscaping and shall place no exterior signs on the leased premises without the prior written consent of City. Any signs not in conformity with this lease may be immediately removed and destroyed by City

12. **ASSIGNMENT / SUBLEASE:** Society shall not sublease, sublet or assign the leased premises, or any portion thereof or the adjacent grounds. This lease shall not be assignable by operation of law.

13. **RESPONSIBLE PERSON:** Society shall keep the City advised of its officers or directors and shall provide the City with the name, telephone numbers and email address of a responsible person or persons authorized to receive any notice required between the parties or for contact if negotiations are required or in the event of emergencies.

14. **QUARTERLY FINANCIAL REPORTS:** Throughout the term of this lease and all extensions thereof, Society shall provide City with quarterly financial reports detailing Society's income, expenses, expenditures, salaries, and bank and investment balances for the previous quarter. Said financial statements shall be provided to City in writing within thirty (30) days after the last day of each quarter of the calendar year.

15. **NOTICE:** Any notice given by Society to City shall be directed to the Mayor and delivered to the Lake Stevens City Hall and shall be deemed given on the date it is so delivered. Any notice given by the City to the Society shall be given to the responsible persons hereinbefore described at the address described, or in the absence of any such persons, names or addresses, notice to Society shall be deemed adequate by delivering a copy of same to Grimm House or posting notice on the Grimm House door. Notice shall be deemed given to Society on the date that it is delivered to the responsible person or in the absence of such person, delivered to Grimm House or posted on the Grimm House door, or if mailed, notice shall be sent by certified mail, return receipt requested, in which case it shall be deemed given on the third business day after mailing.

16. **DEFAULT:** In the event the Society shall fail to carry out any of the terms required of it herein, or fail to operate as a historical society, the City may terminate this lease agreement upon giving the notice required by law. The parties agree that any dispute arising between them which is not otherwise resolved should be referred for mediation or arbitration in an effort to amicably settle any disputes.

17. **RIGHT OF ENTRY:** During the term of this lease Society agrees that the City's agents or employees may enter upon said premises during any hours when Grimm House is open to the public or, with prior written notice to Society, at other reasonable times, for

purposes of inspection and/or repairs; provided, City may enter without notice in the event of an emergency. In the case of repairs that would be disruptive to Society's activities, City shall give advance written notice to Society. In the event of emergency entry, City shall make reasonable efforts to provide notice of entry to Society.

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

19. **GRIMM HOUSE RELOCATION:** City may elect to relocate Grimm House to a location determined by City in its sole, subjective discretion, upon 120 days' advance written notice to Society. Such relocation shall be at City's sole expense. Society shall have the option of terminating this lease at the time of such relocation upon 30 days' advance written notice to City, in which event Society shall remove its fixtures and personal property at least five (5) business days prior to the scheduled relocation date. In the event Society elects to continue with the lease at the relocation site, Society shall be responsible for removing all personal property from the premises prior to the scheduled relocation; provided, City shall reimburse Society for its reasonable, documented out-of-pocket expenses for moving and temporary storage of personal property required as a consequence of the relocation. Reimbursement for temporary storage expenses shall be limited to the period during which Grimm House is unavailable for use by Society due to the relocation. City, its elected or appointed officials, officers, employees, agents and contractors shall have no liability for any damage to fixtures or personal property left in Grimm House during the relocation.

20. **TIME:** Time is of the essence of this Lease.

21. **WAIVER:** Any waiver by City of any default and performance by Society of any of the terms, covenants, or conditions contained herein shall not be deemed a continuing waiver of the same or any subsequent default herein.

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

IN WITNESS WHEREOF, the parties have signed this document in duplicate this  
day of \_\_\_\_\_, 2018.

CITY OF LAKE STEVENS

LAKE STEVENS HISTORICAL SOCIETY

By \_\_\_\_\_  
JOHN SPENCER, Mayor

By \_\_\_\_\_ (print name)  
Its \_\_\_\_\_ (title)

ATTEST:

\_\_\_\_\_  
KATHY PUGH, Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
GRANT K. WEED, City Attorney

STATE OF WASHINGTON )  
                          ) ss.  
COUNTY OF SNOHOMISH )

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

