



## **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, April 24, 2018 – 7:00 p.m.**

**NOTE:**

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

<b>CALL TO ORDER:</b>	7:00 P.M.	Mayor
<b>PLEDGE OF ALLEGIANCE</b>		Council President
<b>ROLL CALL</b>		
<b>APPROVAL OF AGENDA</b>		Council President
<b>GUEST BUSINESS</b>	Washington State Department of Transportation: US 2 Pavement Overlay	Mark Sawyer, WSDOT
<b>NEW EMPLOYEE INTRODUCTION</b>	Capital Projects Coordinator Aaron Halverson	Teri
<b>CITIZEN COMMENTS</b>		
<b>COUNCIL BUSINESS</b>		Council President
<b>MAYOR'S BUSINESS</b>		
<b>CITY DEPARTMENT REPORT</b>	Update	
<b>CONSENT AGENDA:</b>		
	*A Approve 2018 Vouchers	Barb
	*B Approve City Council Workshop Meeting Minutes of April 3, 2018	Kathy
	*C Approve City Council Regular Meeting Minutes of April 10, 2018	Kathy
	*D Approve Plans Examiner/Code Enforcement Position Description	Russ/Teri
<b>PUBLIC HEARINGS:</b>	*E Final Plat Authority and Approve Ordinance 1023	Josh

**Lake Stevens City Council Regular Meeting Agenda**

**April 24, 2018**

- ACTION ITEMS:**
- \*F Authorize Public Works Contract with A-1 Landscaping to Provide Lundeen Park Construction Improvement Eric
  - \*G Approve Professional Services Agreement with KPG re Main Street Design Eric
  - \*H Approve Recreational Concession Agreement and Request for Proposal Gene

- DISCUSSION ITEMS:**
- \*I 2018 First Quarter Financial Update Barb
  - J Downtown Plan Update Russ
  - #K Choose Washington: New Mid-Market Airplane Request Mayor
  - L City Council Workshop Schedule Kathy

**EXECUTIVE SESSION:**

**ADJOURN**

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

**THE PUBLIC IS INVITED TO ATTEND**

**Special Needs**

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

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

# US 2: I-5 to Bickford Ave. Paving and Repairs

## Roadway preservation work

- Removing old, damaged pavement.
- Repave 3 miles westbound.
- Bridge inspection on the US 2 westbound trestle.
- Repair any worn expansion joints.

## Closures

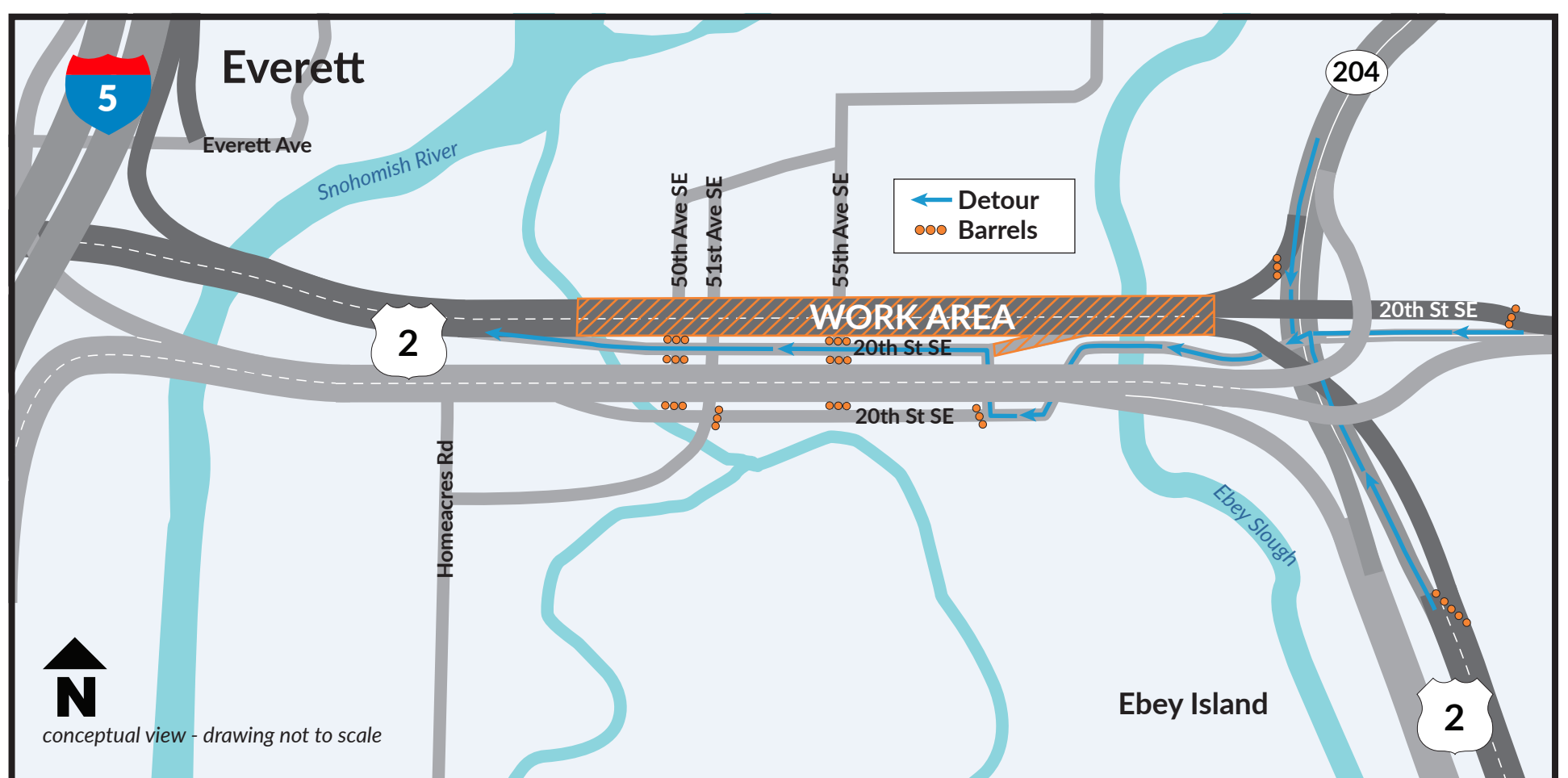
- 4 westbound weekend closures with 20th Street detour.
- 2 full weekend closures from SR 9 to I-5 using north and south detour routes.
- Nighttime paving on eastbound US 2 between SR 204 and Bickford Avenue.



## Why weekend closures?

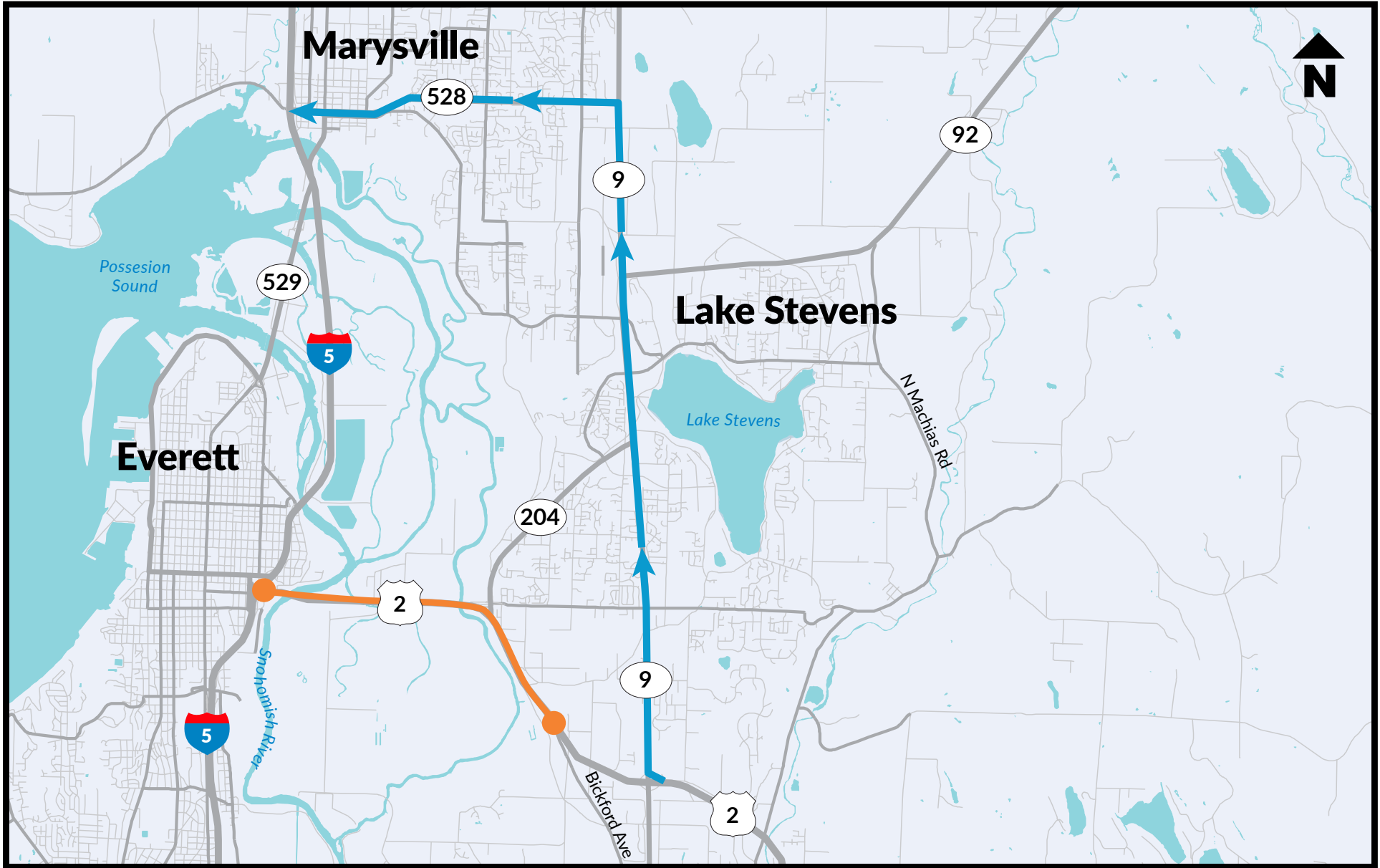
- **Safety:** The trestle isn't wide enough for crews, equipment and an open lane.
- **Time:** Workload is too heavy, requires more than 7 hours of typical overnight closure.
- **Prevent structural damage:** Old asphalt must be scraped with heavy machinery versus typical grinding machines.

## US 2 DETOUR - Trestle closure

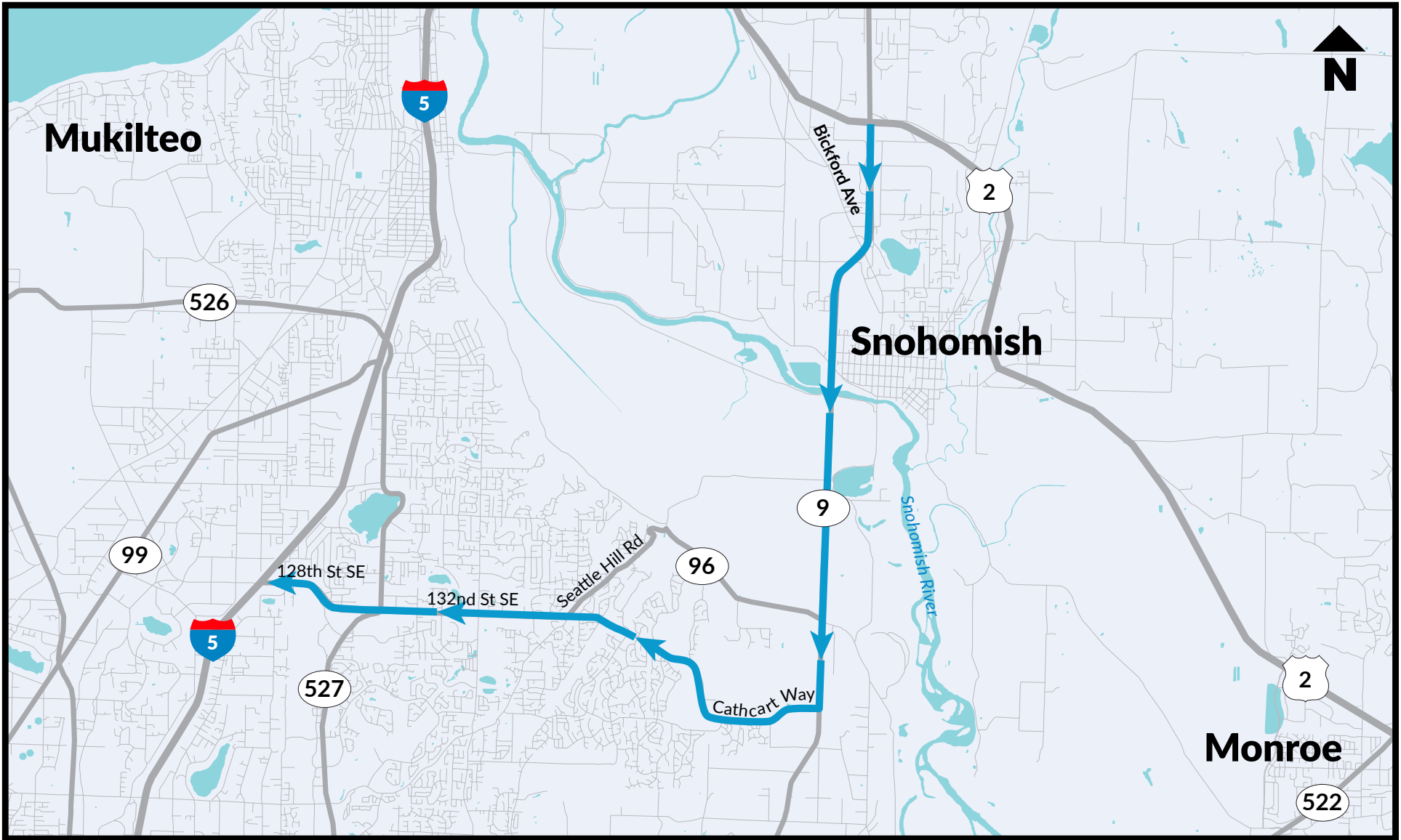




# NORTHBOUND DETOUR - Full closures



# SOUTHBOUND DETOUR - Full closures



**Americans with Disabilities Act (ADA) Information:** This material can be made available in an alternate format by emailing the Office of Equal Opportunity at [wsdotada@wsdot.wa.gov](mailto:wsdotada@wsdot.wa.gov) or by calling toll free, 855-362-4ADA(4232). Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay at 711.

**Title VI Notice to Public:** It is the Washington State Department of Transportation's (WSDOT) policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities. Any person who believes his/her Title VI protection has been violated, may file a complaint with WSDOT's Office of Equal Opportunity (OEO). For additional information regarding Title VI complaint procedures and/or information regarding our non-discrimination obligations, please contact OEO's Title VI Coordinator at (360) 705-7090.





## **CITY DEPARTMENT REPORT**

### **April 24, 2018 CITY COUNCIL MEETING**

- **Finance**

The 2018 Budget Document has been finalized and uploaded to the City website on the Finance Budget webpage and can be accessed directly at:

<http://www.lakestevenswa.gov/DocumentCenter/View/6387>

The Finance Director attended the annual Washington Public Treasurer's Conference in Chelan this week. Course subjects included Succession Planning, SAO roundtable discussions, purchasing policies, and Excel workshops. Our Senior Accountant and Accountant will both be attending the monthly Snohomish County Clerks and Finance Officers training on Initiative No. 1433, which introduces the new paid sick leave law in effect January 1, 2018, that will affect select city employees.

The 2017 Annual Impact Fee Report has been uploaded to the City Website and is attached for your review.

- **Public Works**

In the 2018 budget approval Council obligated \$550,000 in the capital fund to the Main Street Phase I project. Initially, staff planned for grant funding to cover this expenditure however grant funds were not obligated in the state funding cycle at the time of City budget planning. This budget request was a placeholder to keep the project on task and progressing as a Council priority project for 2018. The City has officially received notice that we have been awarded a direct appropriation grant from Commerce Community Capital Facilities, which may be utilized for reimbursement of City expenses on the Main Street project.

Staff would like to request appropriating the \$550,000.00 to the Frontier Village Southern Access Road project. This roadway is an early works project to the SR9/SR 204 interchange project. The anticipated grant funding for this project has not been approved and the engineer's estimation is \$515,000.00 for construction.

- **City Clerk**

Advertising to fill vacancies on the Planning Commission, Veterans Commission and Salary Commission has been placed, and the application period closes Friday, April 20 at 5:00 p.m. Currently applications have been received for vacancies on each of the boards. Interviews are projected to be scheduled the week of April 30 or May 7, depending on availability of interview



## MEMORANDUM

**To:** John Spencer, Mayor  
City Councilmembers

**From:** Barb Stevens, Finance Director

**Date:** April 24th, 2018

**Subject:** Impact Fee Report - 2017

RCW 82.02.070 related to impact fees provides that: "Annually, each county, city or town imposing impact fees shall provide a report on each impact fee account showing the source and amount of all moneys collected, earned, or received and system improvements that were financed in whole or in part by impact fees." This report is presented to City Council in response to that requirement.

The City began collecting impact fees for transportation and parks in the 1990's. Park impact fees are Growth Management Act based impact fees for mitigation of residential impacts on parks. These are accounted for collectively citywide.

The Southwest Annexation, effective on December 31, 2009, included approximately 80 projects under review by Snohomish County. 20<sup>th</sup> Street SE, a major east-west arterial being widened by the County, was also included in the annexation. As of May 21, 2011, 19 subdivisions in the Southwest Annexation area requiring payment of traffic mitigation fees were approved by the County and seven additional subdivisions had pending applications in review at the County. The subdivisions approved by the County included traffic mitigation fees which included funding for 20<sup>th</sup> Street SE to be paid to the County. In September 2011, the City amended its code to collect the traffic mitigation fees imposed by the County in this newly annexed area. These are listed as Traffic - GMA County Pre Annexation.

In 2012, the City completed a traffic mitigation study to determine GMA-related traffic mitigation fees and related code amendments to ensure adequate transportation facilities both within subareas and citywide. With the passage of Ordinance 876, in September 2012, three traffic impact zones (TIZ) were established. They consist of TIZ 1 – East Lake Stevens, TIZ 2 – West Lake Stevens, and TIZ 3 – South Lake Stevens.

Prior to these changes, traffic impact fees were authorized within the Transportation Improvement Project (TIP) element of the Comprehensive Plan and accounted for by individual project. These are included in the Pre 2011 SEPA column.

During 2017, \$561,708 in transportation impact fees and \$346,153 in park impact fees were collected. Also, investment interest of \$52,130 was earned on invested impact fees. Investment interest is allocated proportionally to each mitigation zone and type.

Year	Park Mitigation	Tree Mitigation	Impact Fee Revenues 2013 - 2018					
			Traffic	Traffic	Traffic	Traffic	Traffic	Traffic
			Pre 2011 SEPA	GMA County Pre-Annexation	WSDOT	TIZ 1	TIZ 2	TIZ 3
2013	\$168,896		\$50,528	\$272,605	\$408	\$38,416	\$2,917	\$14585
2014	\$317,546		\$0	\$324,708	\$0	\$69,979	\$5,863	\$11,668
2015	\$371,940	\$1,716	\$0	\$303,970	\$0	\$41,498	\$229,803	\$24,625
2016	\$788,944	\$8,960	\$0	\$97,989	\$0	\$32,186	\$189,605	\$284,169
2017	\$346,153	\$1,645	\$0	\$0	\$0	\$14,450	\$36,615	\$510,554

Note: Impact fee revenues above are exclusive of interest earnings.

### **20th Street Planning & Design**

In 2015, the City spent \$272,900 on 20<sup>th</sup> Street SE Phase II, which includes ROW, planning and design. A Federal grant funded \$103,478 of the project costs in 2015, with another grant reimbursement of \$132,580 received in 2016. The remaining \$36,842 was paid from GMA County Pre-Annexation mitigation dollars. This project continued into 2016 where the City spent \$403,637. The Federal grant covered \$147,840 and GMA County Pre-Annexation mitigation dollars paid \$255,797. In 2017 the City spent \$248,143 in GMA County Pre-Annexation mitigation dollars. Of the amount spent in 2017, a Federal grant reimbursed the City for \$72,708. As of Dec 31, 2017, the City has spent \$431,232 and the federal grant has paid \$456,606 for a total of \$887,838.

### **24th St & 91st Street Design**

In 2017, the City spent \$259,491 in TIZ 2 mitigation dollars for the 24<sup>th</sup> St and 91<sup>st</sup> design project.

### **Parks & Tree Projects**

In 2017, \$63,673 of park mitigation dollars were spent. North Cove Down Town Park Plan received \$33,373, the Community Garden received \$24,147, and Frontier Heights received \$6,152.

A total of \$11,175 was spent on tree replacement out of Tree mitigation funds.

At yearend 2017, the fund balance was \$6,010,872 which is made up of different types of mitigation zones and uses as seen below:

<b>Mitigation Funds as of December 31st, 2017</b>					
	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Ending Fund Balance-Pre 2011 SEPA	\$ 1,059,024	\$ 1,059,940	\$ 1,061,418	\$ 911,085	\$ 921,355
Ending Fund Balance-TSA/TDM	\$ 958,669	\$ 1,284,484	\$ 1,553,766	\$ 1,401,600	\$ 1,239,985
Ending Fund Balance-WSDOT ANNEX	\$ 7,272	\$ 7,278	\$ 7,288	\$ 7,318	\$ 7,400
Ending Fund Balance-TIZ 1	\$ 38,462	\$ 108,535	\$ 150,251	\$ 183,174	\$ 199,943
Ending Fund Balance-TIZ 2	\$ 2,921	\$ 8,791	\$ 238,926	\$ 430,263	\$ 472,139
Ending Fund Balance-TIZ 3	\$ 14,603	\$ 26,293	\$ 50,990	\$ 336,513	\$ 594,201
Ending Grant Rollover			\$ (132,580)	\$ -	
Ending Fund Balance - Park Unrestricted	\$ 605,809	\$ 924,151	\$ 1,297,862	\$ 2,095,205	\$ 2,397,682
Ending Fund Balance - Park AQ & D	\$ 141,768	\$ 141,890	\$ 142,084	\$ 128,004	\$ 123,496
Ending Fund Balance - Tree	\$ 55,758	\$ 55,806	\$ 57,600	\$ 65,847	\$ 54,672
<b>Total Ending Fund Balance</b>	<b>\$ 2,884,286</b>	<b>\$ 3,617,169</b>	<b>\$ 4,427,606</b>	<b>\$ 5,559,009</b>	<b>\$ 6,010,872</b>

Respectfully,

Barb Stevens  
Finance Director

BLANKET VOUCHER APPROVAL  
**2018**

Payroll Direct Deposits	4/13/2018	\$215,105.78
Payroll Checks	45035-45038	\$7,244.87
Tax Deposit(s)	4/13/2018	\$84,728.60
Electronic Funds Transfers	ACH	\$10,606.04
Claims	45039-45133	\$302,088.07
Void Checks		
Total Vouchers Approved:		\$619,773.36

**This 24th day of April 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

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember



April 24th, 2018




---

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

---

Personnel Costs	\$	222,351	36%
Payroll Federal Taxes	\$	84,729	14%
Other Employer paid Benefits	\$	448	0%
Employee paid benefits - By Payroll	\$	9,055	1%
Supplies	\$	84,816	14%
Professional Services *	\$	102,957	17%
Intergovernmental	\$	90,669	15%
Capital	\$	24,750	4%
<b>Total</b>		<b>\$619,773.36</b>	<b>100%</b>

---

**Large Purchases**

\* \$20,310 - Tree Removal



## Checks to be Approved for 4/6/2018 to 4/19/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Ace Hardware	45039	Check Total						\$446.70
		4/19/2018	58443	001-008-521-20-31-02	LE-Minor Equipment	Cleaning supplies - Police Station	\$44.14	
			58446	001-010-576-80-31-00	PK-Operating Costs	Fertilizer for planters at City Hall	\$35.92	
			58450	101-016-544-90-31-02	ST-Operating Cost	Wrench	\$28.29	
			58482	001-012-575-50-31-00	CS-Community Center-Ops	Painting supplies for Community Center Restrooms	\$19.78	
			58489	001-008-521-20-31-02	LE-Minor Equipment	Padlock/Wire connector	\$28.95	
			58505	001-013-518-20-31-00	GG-Operating	20A Comm Switch for City Hall shed power	\$10.88	
			58521	001-013-518-20-31-00	GG-Operating	Hole saw to run power to City Hall shed vent fan	\$28.30	
			58525	001-010-576-80-31-00	PK-Operating Costs	Treated lumber for boat launch repairs	\$43.47	
			58547	101-016-544-90-31-02	ST-Operating Cost	Arbor for Hole saws	\$10.34	
				410-016-531-10-31-02	SW-Operating Costs	Arbor for Hole saws	\$10.34	
			58548	001-010-576-80-31-00	PK-Operating Costs	Ball mount hitch for parks truck	\$69.67	
			58549	410-016-531-10-31-02	SW-Operating Costs	Bolts on PW26 Vactor truck	\$1.29	
			58556	001-010-576-80-31-00	PK-Operating Costs	Keys for seasonal parks workers	\$16.27	
			58561	001-008-521-20-31-02	LE-Minor Equipment	Padlock/ramp top kit for trailer ramp security	\$64.22	
			58588	101-016-544-90-31-02	ST-Operating Cost	Propane regulator	\$17.42	
				410-016-531-10-31-02	SW-Operating Costs	Propane regulator	\$17.42	
Advance Auto Parts	45040	Check Total						\$182.92
		4/19/2018	2421-273959	101-016-544-90-31-02	ST-Operating Cost	Rusts tgh-gloss black - PW66	\$9.89	
				410-016-531-10-31-02	SW-Operating Costs	Rusts tgh-gloss black - PW66	\$9.89	
			2421-273972	101-015-543-30-31-00	ME - Operating Costs	Oil Filter PW63	\$6.52	
				410-015-531-10-31-00	ME - Operating Costs	Oil Filter PW63	\$6.52	
			2421-274067	410-015-531-10-31-00	ME - Operating Costs	Wiper blades PW26	\$17.40	
			2421-274072	101-015-543-30-31-00	ME - Operating Costs	Deep socket set	\$7.33	
				410-015-531-10-31-00	ME - Operating Costs	Deep socket set	\$7.34	
			2421-274237	101-015-543-30-31-00	ME - Operating Costs	Coolant Temp sensor PW70	\$6.87	
				410-015-531-10-31-00	ME - Operating Costs	Coolant Temp sensor PW70	\$6.86	
			2421-274264	001-015-576-80-31-00	ME - Operating Costs	Battery cable PW33	\$2.50	
				101-015-543-30-31-00	ME - Operating Costs	Battery cable PW33	\$2.50	
				410-015-531-10-31-00	ME - Operating Costs	Battery cable PW33	\$2.51	
			2421-274266	001-015-576-80-31-00	ME - Operating Costs	Seat bolts PW33	\$0.42	
				101-015-543-30-31-00	ME - Operating Costs	Seat bolts PW33	\$0.42	



## Checks to be Approved for 4/6/2018 to 4/19/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Advance Auto Parts	45040	4/19/2018	2421-274266	410-015-531-10-31-00	ME - Operating Costs	Seat bolts PW33	\$0.42	
			2421-274337	001-015-576-80-31-00	ME - Operating Costs	Relay Light PW33	\$3.79	
				101-015-543-30-31-00	ME - Operating Costs	Relay Light PW33	\$3.79	
				410-015-531-10-31-00	ME - Operating Costs	Relay Light PW33	\$3.79	
			2421-274451	410-015-531-10-31-00	ME - Operating Costs	Spark plugs - PW52	\$84.16	
Advantage Building Services	45041	Check Total						\$793.25
		4/19/2018	3657	001-007-558-50-41-00	PL-Professional Serv	Janitorial Services	\$30.00	
				001-007-559-30-41-00	PB-Professional Srv	Janitorial Services	\$30.00	
				001-008-521-20-41-01	LE-Proessional Serv-Fixed	Janitorial Services	\$315.00	
				001-010-576-80-41-00	PK-Professional Services	Janitorial Services	\$20.00	
				001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Services	\$120.00	
				001-013-518-20-41-00	GG-Professional Service	Janitorial Services	\$280.00	
				101-016-542-30-41-02	ST-Professional Service	Janitorial Services	\$20.00	
				410-016-531-10-41-01	SW-Professional Services	Janitorial Services	\$20.00	
				621-000-389-20-00-05	Retainage - Janitor/Landscape	Retainage-Advantage svcs	(\$41.75)	
Amazon Capital Services	45042	Check Total						\$317.40
		4/19/2018	1437TK3F-MTVH	001-008-521-20-31-02	LE-Minor Equipment	Anti-Fatigue Mat	\$38.06	
			1GNS-XVJF-1WXM	001-008-521-20-31-02	LE-Minor Equipment	Lasko Ceramic Heater	\$61.62	
			1Q4C-LWDP-DWFK	001-008-521-20-31-06	LE-Emergency Mgmt Supplies	LED Power Flare markers	\$23.95	
			1T3H-P14D-VMD1	001-008-521-20-31-02	LE-Minor Equipment	Leather boot insole	\$38.26	
			1TKN-Q9DF-	001-008-521-20-31-02	LE-Minor Equipment	Hand Sanitizer Wipes	\$18.17	
			1VMT-6F9Q-P4PN	001-008-521-20-31-02	LE-Minor Equipment	Anti-Fatigue Mat	\$38.06	
			1VPD-YMY4-GTTR	001-008-521-20-31-02	LE-Minor Equipment	Sani-hands wipes/gorilla tape/Boot insoles	\$61.22	
			1W63-RWHL-P7JM	001-008-521-20-31-02	LE-Minor Equipment	Anti-Fatigue Mat	\$38.06	
			Raymond Anderson	45043	Check Total			
4/19/2018	041718	101-016-542-30-49-01			ST-Staff Development	NEC Update class/RCW/WAC Update training	\$119.00	
		410-016-531-10-49-01			SW-Staff Development	NEC Update class/RCW/WAC Update training	\$119.00	



## Checks to be Approved for 4/6/2018 to 4/19/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Assoc of Washington Cities	45044						<b>\$320.00</b>
		4/19/2018	61068	001-005-518-10-49-01	HR - Staff Development	2018 Registration for Labor Relations Institute-J Good	\$320.00
Jeffrey Beazizo	45045						<b>\$349.00</b>
		4/19/2018	011118	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Command Leadership-Spokane-Beazizo	\$349.00
Bills Blueprint	45046						<b>\$2.29</b>
		4/19/2018	571635	001-013-518-70-49-00	GG-PRR - Print-Copy	Copies for PRR LS18-0306	\$2.29
Beth Braun	45047						<b>\$13.74</b>
		4/19/2018	43433	001-013-518-20-31-00	GG-Operating	Replacement check for 43433	\$13.74
Cindy Brooks	45048						<b>\$154.00</b>
		4/19/2018	032718	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Crime Prevention-Spokane-C Brooks	\$154.00
Bruce Dees & Associates LLC	45049						<b>\$6,454.10</b>
		4/19/2018	6051	302-010-594-76-61-02	PM - Lundeen Park Capital	Lundeen Park Improvement project	\$6,454.10
Business Card	45050						<b>\$16,830.72</b>
		4/19/2018	0597 0418	001-008-521-20-49-00	LE-Dues & Memberships	FBI-LEEDA membership-Summers	\$50.00
			1923 0418	001-006-518-80-31-00	IT-Office Supplies	Mini Projector/HDMI Adapter/LED Projector	\$305.70
		2956 0418		001-008-521-20-32-00	LE-Fuel	Fuel	\$38.78
				001-008-521-20-43-00	LE-Travel & Per Diem	Hotel-Bloodstain patterns analysis training-Kennewick-Parnell	\$216.36
					LE-Travel & Per Diem	Hotel-Bloodstain patterns analysis training-Kennewick-Warbis	\$540.90
				001-008-521-20-43-01	LE-Business Meetings	Parking-Sno Co Garage	\$6.00
		4396 0418		001-000-389-90-00-00	Refunds or Overpayments	Laserfich damage dep refund	(\$400.00)
				001-001-511-60-43-00	Legislative - Travel & Mtgs	Water for Council meetings	\$5.43
				001-003-514-20-43-00	CC-Travel & Meetings	Hotel-WMCA conf-Pasco-Pugh	\$432.72
				001-005-518-10-31-01	HR-Operating Cost	JSB Builder Subscription	\$67.00
				001-008-521-20-42-00	LE-Communication	Postage	\$24.70
				001-008-521-20-43-00	LE-Travel & Per Diem	Toll - 58170D	\$2.75
					LE-Travel & Per Diem	Toll - 44849D	\$6.00
				001-013-518-20-31-00	GG-Operating	Hand soap for City Hall	\$10.75
				001-013-518-20-41-00	GG-Professional Service	GoDaddy.com for Trestle domain	\$8.90
				410-016-531-10-49-01	SW-Staff Development	CESCL Certification-P Stevens	\$450.00
		4517 0418		001-003-514-20-31-00	CC-Office Supply	Standing Mat - Pugh	\$65.33



## Checks to be Approved for 4/6/2018 to 4/19/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Business Card	45050	4/19/2018	4517 0418	001-005-518-10-31-00	HR-Office Supplies	LectroFan Noise Machines	\$108.80
					HR-Office Supplies	USB Flash Drives	\$42.23
				001-005-518-10-31-01	HR-Operating Cost	SignUpGenius Pro Silver	\$23.95
					HR-Operating Cost	JSA Builder Subscription	\$67.00
					HR-Operating Cost	Publication-Capital Projects:What Every Exec Needs to Know	\$9.99
			001-005-518-10-49-00	HR-Miscellaneous	SHRM membership-T Smith		\$209.00
			5428 0418	001-008-521-20-31-06	LE-Emergency Mgmt Supplies	Powerwerx Dual Band Mobile Radio	\$314.33
			6437 0418	001-008-521-20-31-02	LE-Minor Equipment	Tactical Pants - R Brooks	\$325.70
				001-008-521-20-41-00	LE-Professional Services	Uniform cleaning - Parnell	\$11.43
			7280 0418	001-008-521-20-31-02	LE-Minor Equipment	Sew patches on uniform shirt	\$10.00
				001-008-521-20-32-00	LE-Fuel	Fuel	\$30.00
				001-008-521-20-41-00	LE-Professional Services	Uniform cleaning	\$32.95
				001-008-521-20-43-00	LE-Travel & Per Diem	Meal-Training-Wenatchee-J Anderson	\$7.59
					LE-Travel & Per Diem	Hotel-Training-Wenatchee-J Anderson	(\$111.49)
				001-008-521-20-43-01	LE-Business Meetings	Parking at Kids Car Seat event	\$8.00
				001-008-521-40-49-01	LE-Registration Fees	Reg-Coaching Your Staff to Reach Their Potential-J Anderson	\$35.00
			7588 0418	001-010-576-80-49-01	PK-Staff Development	Technician Training Playground Maintenance-Waltz	\$340.00
				101-016-544-90-31-02	ST-Operating Cost	Wouxun Dual Band handheld radios	\$648.53
				410-016-531-10-31-02	SW-Operating Costs	Wouxun Dual Band handheld radios	\$648.52
			7638 0418	001-008-521-20-41-00	LE-Professional Services	Uniform cleaning	\$22.32
				001-008-521-20-43-01	LE-Business Meetings	Investigation meeting-Wachvietl/Parnell/Miner	\$49.24
			8232 0418	001-001-511-60-43-00	Legislative - Travel & Mtgs	NLC 2018-Washington DC-Hotel-Tageant	\$1,216.88
					Legislative - Travel & Mtgs	NLC 2018-Washington DC-Hotel-Hilt	\$1,216.88
					Legislative - Travel & Mtgs	NLC 2018-Washington DC-Hotel-Petershagen	\$912.66
					Legislative - Travel & Mtgs	NLC 2018-Washington DC-Hotel-Gailey	\$1,521.10
					Legislative - Travel & Mtgs	State of the Station meeting-Council	\$200.00
					Legislative - Travel & Mtgs	Sno County Cities-March 2018 mtg-Daughtry/Welch	\$70.00
				001-001-511-60-49-01	Legislative - Prof. Developmen	Registration-Coaching your Staff to Reach Their Potential-Welch	\$35.00
				001-001-513-10-43-00	Executive - Travel & Mtgs	Sno County Cities-March 2018 mtg-Spencer	\$35.00
					Executive - Travel & Mtgs	NLC 2018-Washington DC-Hotel-Spencer	\$1,216.88
					Executive - Travel & Mtgs	State of the Station meeting-Spencer	\$40.00





## Checks to be Approved for 4/6/2018 to 4/19/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Business Card	45050	4/19/2018	8232 0418	001-002-513-11-41-00	AD-Professional Services	Registration AWC Labor Relations Institute 2018-Brazel	\$320.00
				001-002-513-11-43-00	AD-Travel & Meetings	NLC 2018-Washington DC-Hotel-Brazel	\$1,216.88
					AD-Travel & Meetings	NLC 2018-Washington DC-Uber-Brazel	\$82.01
					AD-Travel & Meetings	NLC 2018-Washington DC-parking-Brazel	\$97.36
					AD-Travel & Meetings	Taxi-NLC 2018-Brazel	\$44.00
				001-002-513-11-49-00	AD-Staff Development	Registration-2018 PNWS-AWWA conf-Brazel	\$366.00
				001-003-514-20-49-00	CC-Miscellaneous	Membership-WMCA-Pugh	\$75.00
				001-007-558-50-43-00	PL-Travel & Mtgs	State of the Station meeting-Wright	\$40.00
				001-008-521-20-43-01	LE-Business Meetings	State of the Station meeting-Dyer	\$40.00
				001-013-518-20-32-00	GG-Fuel	Fuel - PW41	\$39.02
				410-016-531-10-49-01	SW-Staff Development	Registration-2018 PNWS-AWWA conf-Durpos	\$587.00
			8484 0418	001-007-558-50-41-03	PL-Advertising	LUA2018-0032 NPM Mailing	\$10.95
					PL-Advertising	Lundeen Park NOA	\$24.78
					PL-Advertising	LUA2017-0159/LUA2018-0018 NPH Post	\$11.97
					PL-Advertising	LUA2018-0044 NOA	\$85.88
					PL-Advertising	Pellerin DNS Postcard mailing	\$99.40
					PL-Advertising	LUA2018-0025 NOA SEPA PM Postcard	\$43.94
					PL-Advertising	Rhodora Postcard mailing	\$154.30
					PL-Advertising	LUA2018-0043 NOA	\$85.88
				001-007-558-50-43-00	PL-Travel & Mtgs	Parking-Portland-Consultant mtg	\$18.00
					PL-Travel & Mtgs	Hotel-Training-Leavenworth-Williamson	\$350.91
					PL-Travel & Mtgs	Training refreshments	\$29.46
					PL-Travel & Mtgs	Fuel-Portland-Consultant mtg	\$33.37
			8877 0418	001-008-521-20-41-00	LE-Professional Services	Database Searches	\$54.45
			9455 0418	001-008-521-20-31-02	LE-Minor Equipment	SWAT Combat Shirt - Schedler	\$179.98
					LE-Minor Equipment	Uniform shoes - Fox	\$98.00
				001-008-521-21-48-00	LE-Boating Repair & Maint	Bunk & Bolster brackets for patrol boat	\$48.08
				001-008-521-40-49-01	LE-Registration Fees	Reg fee-Training-Critical Incident Response-Barnes/Thomas	\$500.00
				520-008-594-21-63-00	Capital Equipment	Stinger Tire Spike System	\$479.95
					Capital Equipment	Long Reach Car opener	\$475.35
					Capital Equipment	Service/monitoring fo Game Camera	\$9.99



## Checks to be Approved for 4/6/2018 to 4/19/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Cadman Inc	45051	4/19/2018	5503160	101-016-542-67-41-00	ST-Street Cleaning	Street sweepings disposal	\$2,869.50
				410-016-531-10-41-03	SW-Street Cleaning	Street sweepings disposal	\$2,869.50
			5504591	101-016-542-67-41-00	ST-Street Cleaning	Disposal of Street Sweepings	\$525.00
				410-016-531-10-41-03	SW-Street Cleaning	Disposal of Street Sweepings	\$525.00
							<b>Check Total \$6,789.00</b>
Rick Carlson	45052	4/19/2018	424595	001-010-576-80-41-01	PK -Professional Tree Srv	Dangerous Tree removal-various locations	\$20,309.85
				621-000-389-20-00-02	Retainage - Other PW Project	Retainage-AllPhase Brush	(\$932.50)
							<b>Check Total \$19,377.35</b>
City of Bellevue	45053	4/19/2018	040518	001-008-521-40-49-01	LE-Registration Fees	Registration-Advanced motorcycle training-Aukerman	\$55.00
							<b>Check Total \$55.00</b>
City of Marysville	45054	4/19/2018	18-005	001-013-512-50-41-00	GG-Municipal Court Fees	Court Citations - March 2018	\$18,145.06
			POLIN18-0033	001-008-523-60-51-00	LE-Jail	Prisoner medical - March 2018	\$400.00
							<b>Check Total \$18,545.06</b>
Civicplus	45055	4/19/2018	170906	001-006-518-80-41-00	IT-Professional Services	Graphic changes to City website	\$600.00
							<b>Check Total \$600.00</b>
Comcast	45056	4/19/2018	0808840 0318	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
							<b>Check Total \$96.18</b>
	45057	4/19/2018	1012996 0318	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic Signal Control	\$161.18
							<b>Check Total \$161.18</b>
	45058	4/19/2018	0991976 0318	001-010-576-80-42-00	PK-Communication	Internet services - Parks & Rec office at VIC	\$146.18
							<b>Check Total \$146.18</b>
Cory De Jong and Sons Inc	45059	4/19/2018	E265771	304-016-595-30-60-03	Callow Road Embankment	Topsoil - Callow Road	\$80.86
				304-016-595-30-60-03	Callow Road Embankment	Topsoil - Callow Road	\$80.86
				304-016-595-30-60-03	Callow Road Embankment	Topsoil - Callow Road	\$80.86
							<b>Check Total \$242.58</b>
Crystal Springs	45060	4/19/2018	16015194033118	001-008-521-50-30-00	LE-Facilities Supplies	Bottled water	\$135.92
			5249844040118	001-007-558-50-31-01	PL-Operating Costs	Bottled water	\$97.87
				001-007-559-30-31-01	PB-Operating Cost	Bottled water	\$62.63
							<b>Check Total \$735.19</b>



## Checks to be Approved for 4/6/2018 to 4/19/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Crystal Springs	45060	4/19/2018	5249844040118	001-013-518-20-31-00	GG-Operating	Bottled water	\$62.63
				101-016-544-90-31-02	ST-Operating Cost	Bottled water	\$188.07
				410-016-531-10-31-02	SW-Operating Costs	Bottled water	\$188.07
Daily Journal of Commerce Inc	45061	Check Total					\$39.10
		4/19/2018	3335403	302-010-594-76-61-02	PM - Lundeen Park Capital	Request for Bids-Lundeen Park Improvements	\$39.10
Datec Inc	45062	Check Total					\$57,477.42
		4/19/2018	33611	510-006-518-80-31-00	Purchase Computer Equipment	14 Panasonic CF-54 Toughbooks & Havis Docking	\$57,477.42
Dept of Licensing	0	Check Total					\$3,588.00
		4/19/2018	2773-2973	633-000-589-30-00-05	Gun Permit - State Remittance	Weapons permits	\$3,588.00
Dept of Retirement (Deferred Comp)	0	Check Total					\$2,970.00
		4/19/2018	041318	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,970.00
Dept of Revenue	0	Check Total					\$409.54
		4/19/2018	MAR2018	001-008-521-20-31-02	LE-Minor Equipment	March 2018 UseTaxes	\$128.78
				001-013-518-90-49-06	GG-Excise Tax	March 2018 Excise Taxes	\$280.76
	45063	Check Total					\$1,321.52
		4/19/2018	Q1 18	001-013-518-90-49-06	GG-Excise Tax	Q1 2018 Leasehold Excise Tax	\$0.03
				633-000-589-30-00-01	Leasehold Excise Tax Remit	Q1 2018 Leasehold Excise Tax	\$1,321.49
Dicks Towing Inc	45064	Check Total					\$126.16
		4/19/2018	177917	001-008-521-20-41-00	LE-Professional Services	Evidence towing case 2018-5755	\$126.16
Dunlap Industrial Hardware	45065	Check Total					\$201.67
		4/19/2018	1405616-01	101-016-544-90-31-02	ST-Operating Cost	9 inch grinder	\$100.84
				410-016-531-10-31-02	SW-Operating Costs	9 inch grinder	\$100.83
Electronic Federal Tax Pmt System EFTPS	0	Check Total					\$84,728.60
		4/19/2018	041318	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$84,728.60
Electronic Business Machines	45066	Check Total					\$627.56
		4/19/2018	AR97905	101-016-542-30-48-00	ST-Repair & Maintenance	Copier Repair & Maintenance	\$21.18
				410-016-531-10-48-00	SW-Repairs & Maintenance	Copier Repair & Maintenance	\$21.18
			AR98175	001-013-518-20-48-00	GG-Repair & Maintenance	Copier repair & maintenance	\$585.20
FBI - LEEDA	45067	Check Total					\$350.00
		4/19/2018	041118	001-008-521-40-49-01	LE-Registration Fees	Registration-Distance Learning Ethics-Barnes	\$350.00



## Checks to be Approved for 4/6/2018 to 4/19/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Frontier	45068						<b>\$93.05</b>
		4/19/2018	4252123320 0418	001-012-575-30-42-00	CS-Historical-Communications	Telephone - Museum	\$93.05
	45069						<b>\$68.84</b>
		4/19/2018	4253979674 0418	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic control modem	\$68.84
Grainger	45070						<b>\$1,461.74</b>
		4/19/2018	9737118209	001-013-594-18-60-02	GG - City Hall Demo	Wraparound Light Fixtures for City Hall	\$162.08
			9742062608	001-007-558-50-31-01	PL-Operating Costs	Janitorial Supplies	\$88.13
				001-008-521-20-31-01	LE-Fixed Minor Equipment	Janitorial Supplies	\$385.57
				001-010-576-80-31-00	PK-Operating Costs	Janitorial Supplies	\$198.29
				001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Supplies	\$121.18
				001-013-518-20-31-00	GG-Operating	Janitorial Supplies	\$110.16
				101-016-544-90-31-02	ST-Operating Cost	Janitorial Supplies	\$99.15
				410-016-531-10-31-02	SW-Operating Costs	Janitorial Supplies	\$99.15
			9751399099	101-016-544-90-31-02	ST-Operating Cost	Liquid Bandage	\$9.81
				410-016-531-10-31-02	SW-Operating Costs	Liquid Bandage	\$9.80
			9756129426	101-016-544-90-31-02	ST-Operating Cost	Label tape	\$52.49
				410-016-531-10-31-02	SW-Operating Costs	Label tape	\$52.49
			9759222129	001-008-521-50-30-00	LE-Facilities Supplies	Trash bags for police station	\$73.44
Granite Construction Supply	45071						<b>\$108.60</b>
		4/19/2018	262_00071384	101-016-542-64-31-00	ST-Traffic Control - Supply	No Parking Signs	\$108.60
Honey Bucket	45072						<b>\$260.00</b>
		4/19/2018	0550606615	001-010-576-80-45-00	PK-Equipment Rental	Special event fees	\$260.00
HSA Bank	45073						<b>\$149.00</b>
		4/19/2018	041318	001-000-284-00-00-00	Payroll Liability Other	Health Savings Account Employee Contributions	\$149.00
Iron Mountain Quarry LLC	45074						<b>\$65.53</b>
		4/19/2018	0274963	304-016-595-30-60-03	Callow Road Embankment	Gravel for Callow road project	\$65.53
J Thayer Company Inc	45075						<b>\$867.65</b>
		4/19/2018	1236288-0	001-008-521-20-31-00	LE-Office Supplies	index flags	\$15.19
			1236649-0	001-007-558-50-31-00	PL-Office Supplies	Folders/Scales/Punch	\$60.21
				001-007-559-30-31-00	PB-Office Supplies	Folders/Scales/Punch	\$60.20



## Checks to be Approved for 4/6/2018 to 4/19/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
J Thayer Company Inc	45075	4/19/2018	1236739-0	001-008-521-20-31-00	LE-Office Supplies	Cork tile/Bulletin cork bar/Envelope	\$97.11
			1237252-0	001-008-521-20-31-00	LE-Office Supplies	Sponge/Disinfectant wipes/Calendar	\$28.59
			1237384-0	001-008-521-20-31-00	LE-Office Supplies	Copy Paper	\$326.37
			1238800-0	001-008-521-20-31-00	LE-Office Supplies	Cash box lock/calendar/frame	\$103.41
			1241666-0	001-007-558-50-31-01	PL-Operating Costs	Janitorial Supplies	\$16.57
				001-008-521-20-31-01	LE-Fixed Minor Equipment	Janitorial Supplies	\$72.49
				001-010-576-80-31-00	PK-Operating Costs	Janitorial Supplies	\$37.29
				001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Supplies	\$22.79
				001-013-518-20-31-00	GG-Operating	Janitorial Supplies	\$20.71
				101-016-544-90-31-02	ST-Operating Cost	Janitorial Supplies	\$18.64
				410-016-531-10-31-02	SW-Operating Costs	Janitorial Supplies	\$18.64
			C1236739-0	001-008-521-20-31-00	LE-Office Supplies	Bulletin cork bar	(\$20.03)
			C1237252-0	001-008-521-20-31-00	LE-Office Supplies	Calendar	(\$10.53)
Barry Kinyon	45076	Check Total					\$127.00
		4/19/2018	Refund	001-000-362-00-00-04	Lundeen Shelter Rental	Refund deposit for Lundeen Park Shelter-Kinyon	\$127.00
Krav Maga Worldwide Inc	45077	Check Total					\$1,500.00
		4/19/2018	FTD5924	001-008-521-40-49-01	LE-Registration Fees	Krav Maga Law Enforcement Inst Certification Course-Lyons/Kilroy	\$1,500.00
Lake Industries LLC	45078	Check Total					\$1,145.86
		4/19/2018	275547	101-016-544-90-31-02	ST-Operating Cost	Crushed Rock	\$53.18
				410-016-531-10-31-02	SW-Operating Costs	Crushed Rock	\$53.18
		275564	101-016-544-90-31-02	ST-Operating Cost	Crushed Rock	\$54.89	
			410-016-531-10-31-02	SW-Operating Costs	Crushed Rock	\$54.89	
		275577	101-016-544-90-31-02	ST-Operating Cost	Crushed Rock	\$109.32	
			410-016-531-10-31-02	SW-Operating Costs	Crushed Rock	\$109.32	
		275590	101-016-544-90-31-02	ST-Operating Cost	Crushed Rock	\$55.54	
			410-016-531-10-31-02	SW-Operating Costs	Crushed Rock	\$55.54	
		35151	101-016-544-90-31-02	ST-Operating Cost	Fill hauled in by the yard	\$25.00	
			410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard	\$25.00	
		35157	101-016-544-90-31-02	ST-Operating Cost	Fill hauled in by the yard	\$25.00	
			410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard	\$25.00	
		35161	101-016-544-90-31-02	ST-Operating Cost	Fill hauled in by the yard	\$50.00	





## Checks to be Approved for 4/6/2018 to 4/19/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Lake Industries LLC	45078	4/19/2018	35161	410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard	\$50.00
			35176	101-016-544-90-31-02	ST-Operating Cost	Fill hauled in by the yard	\$25.00
				410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard	\$25.00
			35179	101-016-542-67-41-00	ST-Street Cleaning	Street Cleaning disposal fees	\$75.00
				410-016-531-10-41-03	SW-Street Cleaning	Street Cleaning disposal fees	\$75.00
			35182	101-016-544-90-31-02	ST-Operating Cost	Fill hauled in by the yard	\$100.00
				410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard	\$100.00
Lake Stevens Chamber of Commerce	45079	Check Total					\$145.00
		4/19/2018	02280	001-013-518-20-49-00	GG-Miscellaneous	Membership to January 2019	\$145.00
Lake Stevens Fire	45080	Check Total					\$5,925.00
		4/19/2018	Q1-2018	633-000-589-30-00-02	Fire District Fee Remit	Q1 2018 Fire fees	\$5,925.00
Lake Stevens Police Guild	45081	Check Total					\$1,059.00
		4/19/2018	041318	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,059.00
Lake Stevens Sewer District	45082	Check Total					\$946.00
		4/19/2018	042018	001-008-521-50-47-00	LE-Facility Utilities	Sewer - Police Station	\$86.00
					LE-Facility Utilities	Sewer - N Lakeshore Dr	\$86.00
				001-010-576-80-47-00	PK-Utilities	Sewer - Lundeen Park	\$172.00
				001-012-572-20-47-00	CS-Library-Utilities	Sewer - Library	\$86.00
				001-013-518-20-47-00	GG-Utilities	Sewer - City Hall	\$172.00
					GG-Utilities	Sewer - Family Center	\$86.00
					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
Language Line Svc Inc	45083	Check Total					\$47.90
		4/19/2018	4289534	001-008-521-20-41-01	LE-Proessional Serv-Fixed	Translation services	\$47.90
LEIRA attn: Julie Ubert	45084	Check Total					\$500.00
		4/19/2018	1087	001-008-521-40-49-01	LE-Registration Fees	Reg fees-Model Records Unit Training-Anderson/Vanderwalker	\$400.00
			1088	001-008-521-40-49-01	LE-Registration Fees	Reg Fees-August Regional PDR Training-Anderson	\$100.00
Lemay Mobile Shredding	45085	Check Total					\$19.43
		4/19/2018	4560898	001-008-521-20-41-01	LE-Proessional Serv-Fixed	Shredding services	\$9.66
			4560899	001-013-518-20-41-00	GG-Professional Service	Shredding services	\$9.77



## Checks to be Approved for 4/6/2018 to 4/19/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
LN Curtis & Sons	45086	Check Total						\$789.34
		4/19/2018	INV165841	001-008-521-21-26-00	LE-Boating Clothing	Nylon Bike Pants-Bassett	\$94.69	
			INV171070	001-008-521-20-31-02	LE-Minor Equipment	Yellow breakaway safety vests	\$339.62	
			INV171527	001-008-521-20-31-02	LE-Minor Equipment	Equipment carrier with accessory pouches-Dyer	\$339.84	
			INV173012	001-008-521-20-31-05	LE-Equipment - New Officers	Tie Bar - Jewell	\$15.19	
Makers Architecture and Urban Design	45087	Check Total						\$7,488.75
		4/19/2018	1707-11	001-013-594-18-60-03	GG - Chapel Hill	Chapel Hill Civic Center Site Development Plan	\$7,488.75	
Monroe Correctional Complex	45088	Check Total						\$722.18
		4/19/2018	MCC1803.800	001-010-576-80-48-00	PK-Repair & Maintenance	DOC Work Crew - March 2018	\$268.02	
				101-016-542-30-48-00	ST-Repair & Maintenance	DOC Work Crew - March 2018	\$347.57	
				410-016-531-10-48-00	SW-Repairs & Maintenance	DOC Work Crew - March 2018	\$106.59	
Motorola	45089	Check Total						\$8,603.75
		4/19/2018	13210562	001-008-521-20-31-02	LE-Minor Equipment	Encrypted radios	\$2,403.75	
				001-008-521-20-31-05	LE-Equipment - New Officers	Encrypted radios	\$6,200.00	
MPH Industries Inc	45090	Check Total						\$95.62
		4/19/2018	6003847	001-008-521-20-31-02	LE-Minor Equipment	Cable extension	\$95.62	
MRSC	45091	Check Total						\$135.00
		4/19/2018	42996	001-013-518-20-49-00	GG-Miscellaneous	MRSC Rosters	\$135.00	
NASRO	45092	Check Total						\$40.00
		4/19/2018	69342 2018	001-008-521-20-49-00	LE-Dues & Memberships	2018 membership - Irwin	\$40.00	
Nationwide Retirement Solution	0	Check Total						\$3,475.00
		4/19/2018	041318	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$3,475.00	
North Sound Hose Fittings Inc	45093	Check Total						\$13.71
		4/19/2018	N002701	410-015-531-10-31-00	ME - Operating Costs	Pipe fittings for water pump valves on Vactor PW26	\$13.71	
O Reilly Auto Parts	45094	Check Total						\$53.34
		4/19/2018	2960-416924	410-015-531-10-31-00	ME - Operating Costs	Fuel filter PW52	\$31.57	
			2960-418251	001-008-521-20-31-02	LE-Minor Equipment	Jack Stands	\$21.77	
Office of The State Treasurer	45095	Check Total						\$30,324.22
		4/19/2018	MAR2018	633-000-589-30-00-03	State Building Permit Remit	March 2018 State Court Fees	\$225.00	
				633-000-589-30-00-04	Vehicle License Fraud Account	March 2018 State Court Fees	\$33.22	
				633-000-589-30-00-07	Public Safety And Ed. 1986	March 2018 State Court Fees	\$12,940.32	



## Checks to be Approved for 4/6/2018 to 4/19/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Office of The State Treasurer	45095	4/19/2018	MAR2018	633-000-589-30-00-08	Public Safety And Education	March 2018 State Court Fees	\$7,721.08
				633-000-589-30-00-09	Judicial Information System-Ci	March 2018 State Court Fees	\$4,861.19
				633-000-589-30-00-12	Trauma Care	March 2018 State Court Fees	\$1,485.95
				633-000-589-30-00-13	School Zone Safety	March 2018 State Court Fees	\$243.07
				633-000-589-30-00-14	Public Safety Ed #3	March 2018 State Court Fees	\$246.77
				633-000-589-30-00-15	Auto Theft Prevention	March 2018 State Court Fees	\$2,134.03
				633-000-589-30-00-16	HWY Safety Act	March 2018 State Court Fees	\$154.39
				633-000-589-30-00-17	Death Inv Acct	March 2018 State Court Fees	\$41.84
				633-000-589-30-00-18	WSP Highway Acct	March 2018 State Court Fees	\$237.36
Owen Equipment Company	45096	Check Total					\$377.13
		4/19/2018	00088128	410-015-531-10-31-00	ME - Operating Costs	Ball valve - PW26	\$377.13
Public Safety Selection PC	45097	Check Total					\$400.00
		4/19/2018	3947	001-008-521-20-41-00	LE-Professional Services	New Hire - Psychological Evaluation	\$400.00
Public Safety Testing Inc	45098	Check Total					\$437.00
		4/19/2018	2018-8210	001-008-521-20-41-00	LE-Professional Services	Q1 2018 Recruiting Assistance	\$437.00
Puget Sound Energy	45099	Check Total					\$205.53
		4/19/2018	24316495 0418	001-010-576-80-47-00	PK-Utilities	Natural Gas - City Shop	\$68.51
				101-016-543-50-47-00	ST-Utilities	Natural Gas - City Shop	\$68.51
				410-016-531-10-47-00	SW-Utilities	Natural Gas - City Shop	\$68.51
	45100	Check Total					\$128.45
		4/19/2018	3723810 0418	001-008-521-50-47-00	LE-Facility Utilities	Natural Gas - N Lakeshore Drive	\$128.45
Republic Services 197	45101	Check Total					\$2,006.81
		4/19/2018	0197-002243507	001-010-576-80-31-00	PK-Operating Costs	Dumpster services - City Shop	\$591.19
				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	\$591.19
				410-016-531-10-31-02	SW-Operating Costs	Dumpster services - City Shop	\$591.19
				410-016-531-10-45-00	SW-Equipment Rental	Dumpster Rental - City Shop	\$116.62
	45102	Check Total					\$464.80
		4/19/2018	0197-002243333	001-010-576-80-31-00	PK-Operating Costs	Dumpster svcs - Lundeen Park	\$449.44
001-010-576-80-45-00	PK-Equipment Rental			Dumpster rental - Lundeen Park	\$15.36		



## Checks to be Approved for 4/6/2018 to 4/19/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Republic Services 197	45103						<b>\$135.70</b>
		4/19/2018	0197-002244140	001-013-518-20-31-00	GG-Operating	Dumpster services - City Hall	\$119.50
				001-013-518-20-45-00	GG-Equipment Rental	Dumpster rental - City Hall	\$16.20
RMT Equipment	45104						<b>\$348.65</b>
		4/19/2018	P01722	001-015-576-80-31-00	ME - Operating Costs	Starter Plate for PW33	\$73.06
				101-015-543-30-31-00	ME - Operating Costs	Starter Plate for PW33	\$73.06
				410-015-531-10-31-00	ME - Operating Costs	Starter Plate for PW33	\$73.07
			P01723	001-015-576-80-31-00	ME - Operating Costs	Seat for PW33	\$43.16
				101-015-543-30-31-00	ME - Operating Costs	Seat for PW33	\$43.15
				410-015-531-10-31-00	ME - Operating Costs	Seat for PW33	\$43.15
SCCFOA	45105						<b>\$45.00</b>
		4/19/2018	042618	001-004-514-23-43-00	FI-Travel & Meetings	SCCFOA meeting 4/26	\$45.00
Six Robblees Inc	45106						<b>\$368.08</b>
		4/19/2018	14-365667	101-015-543-30-31-00	ME - Operating Costs	Tie Down Rachet for PW56	\$184.04
				410-015-531-10-31-00	ME - Operating Costs	Tie Down Rachet for PW56	\$184.04
Smarsh Inc	45107						<b>\$1,308.00</b>
		4/19/2018	INV00337854	510-006-518-80-49-05	LR - Smarsh	Archiving Platform Content Usage-NetGuard Cloud	\$654.00
			INV00351669	510-006-518-80-49-05	LR - Smarsh	Archiving Platform Content Usage-NetGuard Cloud	\$654.00
Smernis Enterprises	45108						<b>\$469.68</b>
		4/19/2018	44975	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Replace radar on motorcycle	\$469.68
Snohomish County 911	45109						<b>\$32,074.63</b>
		4/19/2018	288	001-008-528-00-51-00	LE-Snopac Dispatch	Dispatch Services	\$29,799.49
			324	001-008-528-00-51-00	LE-Snopac Dispatch	Quarterly Access Assessment	\$2,275.14
Snohomish County PUD	45110						<b>\$18,034.64</b>
		4/19/2018	104866416	001-008-521-50-47-00	LE-Facility Utilities	200558690 Police N Lakeshore Drive	\$128.29
			104871865	001-012-572-20-47-00	CS-Library-Utilities	200206977 Library	\$630.54
				001-013-518-20-47-00	GG-Utilities	200206977 Library water meter	\$141.28
			104873386	101-016-542-63-47-00	ST-Lighting - Utilities	200363505 Traffic Signal	\$77.52
			108194987	001-013-518-20-47-00	GG-Utilities	200245215 Family Center	\$207.55
			111500700	101-016-542-63-47-00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$54.94
			118121814	101-016-542-63-47-00	ST-Lighting - Utilities	201973682 Street Lights	\$46.93



## Checks to be Approved for 4/6/2018 to 4/19/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Snohomish County PUD	45110	4/19/2018	118124861	001-010-576-80-47-00	PK-Utilities	201513934 Parks	\$17.01
			124760339	001-012-575-50-47-00	CS-Community Center-Utilities	200860922 Community Center	\$536.21
			124760852	001-013-518-20-47-00	GG-Utilities	221412273 New City Hall	\$168.65
			124761494	001-012-575-30-47-00	CS-Historical-Utilities	202289237 Museum	\$82.71
				001-012-575-51-47-00	CS-Grimm House Expenses	202289237 Grimm House	\$82.72
			128051099	001-010-576-80-47-00	PK-Utilities	200748721 Parks	\$60.64
			141176556	101-016-542-63-47-00	ST-Lighting - Utilities	202624367 Street Lights	\$10,901.10
			141176621	101-016-542-63-47-00	ST-Lighting - Utilities	202648101 Street Lights - Soper Hill Annexation	\$1,264.08
			141176689	101-016-542-63-47-00	ST-Lighting - Utilities	202670725 Street Lights	\$1,239.49
			141183678	001-008-521-50-47-00	LE-Facility Utilities	202766820 Police Dept Electric	\$588.77
			144511428	101-016-542-63-47-00	ST-Lighting - Utilities	201860178 Traffic Signal	\$148.52
			147797463	001-010-576-80-47-00	PK-Utilities	203203245 Lundeen Restrooms	\$676.93
			147798373	101-016-542-63-47-00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge lights	\$22.68
			147799397	001-010-576-80-47-00	PK-Utilities	203531959 Mobile at 2424 Soper Hill Rd	\$39.96
			147803834	101-016-542-63-47-00	ST-Lighting - Utilities	205338056 SR92 Roundabout at 113th	\$41.12
			151099624	101-016-542-63-47-00	ST-Lighting - Utilities	201595113 Street Lights	\$231.90
			151101829	001-010-576-80-47-00	PK-Utilities	202513354 Park lighting	\$17.01
			151101970	001-013-518-20-47-00	GG-Utilities	201783685 Annex	\$388.41
			154349921	001-013-518-20-47-00	GG-Utilities	201956075 War Memorial	\$27.05
			157552313	101-016-542-63-47-00	ST-Lighting - Utilities	202648705 Street Lights	\$51.83
			163958951	101-016-542-63-47-00	ST-Lighting - Utilities	203115522 Street Light meter	\$160.80
Snohomish County PW S	45111	Check Total					\$1,417.45
		4/19/2018	I000466572	101-016-542-30-48-00	ST-Repair & Maintenance	Signal & sign repair & maintenance	\$1,417.45
Snohomish County PW V	45112	Check Total					\$8,478.25
		4/19/2018	I000467110	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Vehicle repair & maintenance	\$8,478.25
Snohomish County Sherrifs Office	45113	Check Total					\$15,922.05
		4/19/2018	2018-4419	001-008-523-60-51-00	LE-Jail	Prisoner Housing - Feb 2018	\$15,922.05
Snohomish County Treasurer	45114	Check Total					\$465.19
		4/19/2018	MAR2018	633-000-589-30-00-06	Crime Victims Compensation	March 2018 Crime Victims Compensation	\$465.19
Sound Publishing Inc	45115	Check Total					\$341.40
		4/19/2018	EDH800508	001-007-558-50-41-03	PL-Advertising	LUA2018-0043 RAM Restaurant	\$130.96
			EDH801182	001-007-558-50-41-03	PL-Advertising	LSMC Public Hearing	\$51.72





## Checks to be Approved for 4/6/2018 to 4/19/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Sound Publishing Inc	45115	4/19/2018	EDH801669	001-007-558-50-41-03	PL-Advertising	LSMC Public Hearing	\$51.72
			EDH801956	001-013-518-30-41-01	GG-Advertising	Ordinances 1018/1019/1020/1021	\$62.04
			EDH802378	302-010-594-76-61-02	PM - Lundeen Park Capital	RFB 2018 Lundeen Park Improvements	\$17.32
			EDH803900	001-013-518-30-41-01	GG-Advertising	Ordinance 1022	\$27.64
Springbrook Nursery	45116	Check Total					\$220.00
		4/19/2018	262361	001-010-576-80-31-02	PK-Eagle Ridge Pk-Ops	Dump fees for Eagle Ridge clean up	\$220.00
Staples	45117	Check Total					\$236.63
		4/19/2018	3372368216	101-016-544-90-31-01	ST-Office Supplies	Roller Pens/Refill pages bus card	\$5.61
				410-016-531-10-31-01	SW-Office Supplies	Roller Pens/Refill pages bus card	\$5.61
			3372497785	410-016-531-10-31-01	SW-Office Supplies	Plantronics CS530 Spare Headset	\$225.41
State Auditors Office	45118	Check Total					\$313.83
		4/19/2018	L124766	001-004-514-23-41-00	FI-Professional Service	Accountability Audit 2015-2016	\$313.83
Stericycle Inc	45119	Check Total					\$10.36
		4/19/2018	3004216706	001-008-521-20-41-01	LE-Proessional Serv-Fixed	Hazardous waste disposal	\$10.36
Superior Septic Service LLC	45120	Check Total					\$733.93
		4/19/2018	011177	301-016-544-40-41-00	Street Op - P&D - 20th St SE	Septic Services 20th St SE ROW aquisition	\$733.93
Tacoma Screw Products Inc	45121	Check Total					\$787.40
		4/19/2018	18194416	101-016-544-90-31-02	ST-Operating Cost	Axes	\$181.06
				410-016-531-10-31-02	SW-Operating Costs	Axes	\$181.07
		18195294	101-016-544-90-31-02	ST-Operating Cost	Screw/Nuts/Chain	\$196.41	
			410-016-531-10-31-02	SW-Operating Costs	Screw/Nuts/Chain	\$196.40	
		18195449	001-013-518-20-31-00	GG-Operating	Ceiling hook for City Hall	\$32.46	
Technological Services Inc	45122	Check Total					\$950.57
		4/19/2018	07991	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Front & Rear Steering/Suspension & Tire Inspection PT-16-64	\$604.41
			08079	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Vehicle battery & tire service PT-14-57	\$346.16
ULINE	45123	Check Total					\$348.89
		4/19/2018	96060213	101-016-544-90-31-02	ST-Operating Cost	Traffic cones/pressure sprayer/Spill kit/packing supplies	\$174.45
				410-016-531-10-31-02	SW-Operating Costs	Traffic cones/pressure sprayer/Spill kit/packing supplies	\$174.44
UPS	45124	Check Total					\$2.46
		4/19/2018	74Y42138	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$2.46



## Checks to be Approved for 4/6/2018 to 4/19/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Vantagepoint Transfer Agents - 108991	45125						<b>\$352.81</b>
		4/19/2018	041318	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	\$352.81
Vantagepoint Transfer Agents - 307428	45126						<b>\$1,238.35</b>
		4/19/2018	041318	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$1,238.35
Varidesk LLC	45127						<b>\$4,660.85</b>
		4/19/2018	IVC-2-694692	001-008-521-50-30-01	LE-Facilities Minor Equipment	Office furniture	\$533.50
			IVC-2-695175	001-008-521-50-30-01	LE-Facilities Minor Equipment	Office furniture	\$4,127.35
Washington State Criminal Justice	45128						<b>\$200.00</b>
		4/19/2018	201129969	001-008-521-40-49-01	LE-Registration Fees	Registration-Collision Investigation-Lyons	\$100.00
			201129992	001-008-521-40-49-01	LE-Registration Fees	Registration-Hostage Negotiations-C Wells	\$100.00
Washington State Patrol	45129						<b>\$648.00</b>
		4/19/2018	118006722	633-000-589-30-00-10	Gun Permit - FBI Remittance	Weapons permit background checks	\$648.00
Washington State Support Registry	0						<b>\$163.50</b>
		4/19/2018	041318	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$163.50
Neil Chad Wells	45130						<b>\$44.00</b>
		4/19/2018	041618	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-CIT Justice training-Burien-C Wells	\$22.00
			43913	001-008-521-20-43-00	LE-Travel & Per Diem	Replacement check for 43913	\$22.00
Wide Format Co	45131						<b>\$9,315.27</b>
		4/19/2018	106762	530-016-594-48-60-00	Purchase Of Capital Equipment	HP Designjet with Ink cartridges	\$9,315.27
YMCA of Pierce & Kitsap Counties	45132						<b>\$125.00</b>
		4/19/2018	201804-LSPD	001-008-521-40-49-01	LE-Registration Fees	Registration-Washington Safety Summit-J Anderson	\$125.00
ZOHO Corporation	45133						<b>\$2,722.50</b>
		4/19/2018	2189230	510-006-518-80-49-24	LR - Log360 SIEM	Log360 Annual Maintenance	\$2,722.50
<b>Total</b>							<b>\$397,422.71</b>

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

Tuesday, April 3, 2018  
Lake Stevens School District Educational Service Center (Admin. Bldg.)  
12309 22<sup>nd</sup> Street N.E. Lake Stevens

CALL TO ORDER: 7:00 p.m. by Mayor Pro Tem Marcus Tageant

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

ELECTED OFFICIALS ABSENT: Mayor John Spencer, Councilmember Brett Gailey.

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Human Resources Director Teri Smith, City Clerk Kathy Pugh, Associate Planner Dillon Roth, Human Resources/Executive Assistant Julie Good

OTHERS:

---

Teri Smith introduced Julie Good, Human Resources/Executive Assistant, and said she will be providing support to the Mayor, City Administrator and Council, as well as assisting with Human Resources.

City Clerk Kathy Pugh said that when the Council adopted Resolution 2018-08, Updated Council Rules of Procedure, at the March 27, 2018 meeting, the motion incorrectly excluded the Salary Commission from requiring approval of the appointment by Council. Staff has reviewed the Lake Stevens Municipal Code and conferred with the City Attorney, who advises it is appropriate to bring this back to Council for a revised motion to approve Resolution 2018-08. There was consensus to bring this forward on the Consent Agenda at the April 10, 2018 City Council meeting.

**Accessory Dwelling Units:** Associate Planner Dillon Roth said the City has initiated a code amendment to create a new Accessory Dwelling Unit (ADU) section to the municipal code, and to clarify existing code sections. This will provide clear regulations and provide flexibility to owners. He noted that ADU's provide flexibility for homeowners and tenants, and reviewed the benefits of providing for ADU's. He shared the ADU codes of some area cities for comparison. The Planning Commission has been briefed on this proposal and is generally supportive.

Discussion ensued and Council was generally supportive. Council learned that the proposed language change will allow for accessory detached accessory dwelling units that are not currently allowed in the Municipal Code. Council liked many aspects of the Vancouver model and would like parking addressed. Council requested updated language be brought back. Council also asked to see what the impact fee would be for ADU's.

**Mural Program:** Community Development Director Russ Wright said there is interest in establishing a Mural Program as part of the beautification plan, and staff has identified the concrete wall behind where the old City Hall was located for a panel mural that could be

removed and relocated when the downtown area is redeveloped. Discussion ensued and Council determined they did not want to move forward with this proposal due to the cost. Council suggested that Public Works could possibly create something for the wall, or students from school arts programs could possibly paint the wall.

**Bicycle Advisory Board:** Director Wright said staff would like to establish a coalition of people including business owners, within the city, and interested in bicycling that would work to bring forward a bicycle tourism strategy, with the goal being for the City to obtain a bicycle friendly designation. The vision is for the City to be recognized as a safe, friendly and accessible bicycle community. Director Wright reviewed the goals and outcomes, and the process for moving forward. Council supported moving forward with this proposal.

**Lease Agreements:** City Administrator Brazel said there is already a checklist in place for lease agreement, and reviewed the tracked changes made to the concessionaire agreement following Council's comments at the March 27<sup>th</sup> Council meeting. He also reviewed the comparison chart showing differences in how cities charge for concessions. Discussion ensued and Council said they want to see consistent lease agreements. Council also said that building leases must charge the fair market value for rent, and additionally that lessees provide financial statements, insurances and all other essentials, including reporting to Council what services they are providing for use of city buildings. Staff will make changes and bring this back to Council for further review.

**Concession Agreements:** Administrator Brazel reviewed the concessionaire checklist, and added there are tracked changes in the concession agreement. Discussion ensued regarding which parks concessions would be located in, the use of a non-compete clause, the concessionaire paying for utilities and possibly parking, and whether Council wants to see activity-based concessions versus vendor-based (i.e. food trucks) concessions. Council expressed concern with concessions competing against brick and mortar businesses. Staff will retool the concession agreement and bring it back to Council for further consideration.

**Appraisal Strategies:** Director Wright reviewed that the City has surplus property for sale on 20<sup>th</sup> Street SE, but the City needs a valuation of those properties to move forward. He reviewed the appraisal requirements and options for moving forward, and reminded there is a budget approved for marketing the surplus properties that would include the costs of appraisal. Discussion ensued and there was consensus to move forward with a new Request for Qualifications for Broker/Marketing/Appraisal services.

There being no further business the meeting was adjourned at 8:42 p.m.

---

John Spencer, Mayor

---

Kathy Pugh, City Clerk

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

Tuesday, April 10, 2018  
Lake Stevens School District Educational Service Center (Admin. Bldg.)  
12309 22<sup>nd</sup> Street N.E. Lake Stevens

CALL TO ORDER: 7:00 p.m. by Mayor John Spencer

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

ELECTED OFFICIALS ABSENT: Councilmember Kurt Hilt

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, Human Resources/ Executive Assistant Julie Good

OTHERS: Doug Levy, Outcomes by Levy

---

**Pledge of Allegiance:**

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

**Approval of Agenda:** City Clerk Kathy Pugh noted for the record that Consent Agenda Item E, March 6, 2018 Special Meeting minutes were previously approved at the March 27, 2018 meeting and should be removed.

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

**Guest Business:** Doug Levy of Outcomes by Levy reviewed the outcomes of the 2018 Legislative Session and highlighted that Lake Stevens received funding for the Civic Center and Lake Stevens Food Bank, as well as funding for Transportation needs including the U.S. 2 Trestle, SR 9/SR 204 intersection, and for specific, and local community projects, including South Lake Stevens Road improvements. He also noted that some of the well known legislators are not running for re-election which result in significant change in the composition of the Legislature. Mr. Levy then responded to Councilmembers' questions.

**Citizen Comments:** None.

**Council Business:**

- Councilmember Daughtry: Veterans Commission; Chamber Expo April 21.

- Councilmember Petershagen: Snohomish County Council Public Hearing on movement of the Urban Growth Area and flexibility; City of Monroe Waste Water Treatment Plant.

Council requested a letter be sent to the Snohomish County Council supporting proposed changes to the Urban Growth Area including more flexibility.

- Councilmember McDaniel: Planning Commission.
- Councilmember Gailey: National League of Cities, Safe Injection Sites ban, new Police Station.
- Councilmember Tageant: Veterans Commission; welcomed Human Resources/Executive Assistant Julie Good

**Mayor's Business:** Reminded Public Disclosure Commission filings are due next week; Strategies 360 follow up.

### **City Department Report.**

- City Administrator Gene Brazel: Strategies 360 grant opportunities; Monroe Wastewater Treatment Plant Tour-carpool.
- Community Development Director Russ Wright: Police Station bids closing next week, Beautification Public Meeting April 12 at 6 p.m.; Office of Financial Management audit on new housing units; met with Snohomish County, Monroe and Snohomish to talk about annexation proposals in the County; Frontier Heights Park; RCO grants for Eagle Ridge and Frontier Heights Parks.
- Public Works Director Eric Durpos: City Hall plantings and parking landscaping; Lundeen bid opening April 18; Callow Road; in-house design of Eagle Ridge parking area; 20<sup>th</sup> Street SE Ballfields; Village Way and Main Street Design; Frontier Heights design; catch basins, tree work, PSRC grant for 20<sup>th</sup> SE, WSDOT 9/204 Interchange, Safe Routes to School
- Human Resources Director Teri Smith: Capital Projects Coordinator, seasonal hire staffing update; personnel policies.
- Chief of Police John Dyer: Operations update, strategic planning, staffing update, boatlift installation, security at Planning Commission meetings.
- Finance Director Barb Stevens: Financial Consulting Services stormwater rate study

### **Consent Agenda:**

**MOTION:** Moved by Councilmember Tageant, seconded by Councilmember Welch, to approve (A) 2017 Vouchers [Payroll Direct Deposits of \$186,899.81, Payroll Checks 44911-44912 totaling \$4,469.98, Tax Deposits of \$67,588.44, Electronic Funds Transfers (ACH) of \$229,558.29, Claims Check Nos. 44913-45034 totaling \$262,680.85, Void Check Nos. 42971, 43587, 43201, 44776, 44118, 41972, 43433, 44586, 44922 totaling \$1,137.43, Total Vouchers Approved: \$750,059.94], (B) February 27, 2018 City Council-Parks Board Joint Meeting Minutes (C) February 27, 2018 City Council Regular Meeting Minutes, (D) March 6, 2018 City Council Workshop Meeting Minutes, (E) March 6, 2018 City Council Special Meeting Minutes (previously approved March 27, 2018), (F) March 27, 2018 City Council Regular Meeting Minutes, (G) Resolution 2018-13 re Frontier Heights Park Grant Application and (H) Resolution 2018-14 re Eagle Ridge Park Grant Application, (I) Interlocal Agreement with Marysville re Movies in the Park, and (J) Reconsideration and Revision of Motion to Adopt Resolution 2018-008 re Council Rules of Procedure. On vote the motion carried (6-0-0-1).

**Public Hearing:**

**RAM Restaurant Right-of-Way Vacation and Adopt Ordinance No. 1022:** Mayor Spencer opened the public hearing.

Senior Planner Josh Machen presented the staff report and said this request is for vacation of approximately 563 square feet of unused right-of-way south of Market Place. The request is made as part of the new restaurant planned for the corner of Market Place and 91<sup>st</sup> Avenue NE, because the architects did not account for the five-foot setback requirement to the edge of the Market Place Right-of-Way. Without the dedication of this right-of-way the applicants will lose critical square footage within the building. Planner Machen then responded to Councilmembers' questions.

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

**MOTION:** Moved by Councilmember Welch, seconded by Councilmember Gailey, to approve the proposed right-of-way vacation by adoption of Ordinance No. 1022. On vote the motion carried (6-0-0-1).

Councilmember Daughtry complimented staff on working with the applicant to find a solution to this problem, rather than saying no.

**Action Items:**

**Approve Resolution 2018-12 Recognizing Frank LeRoy McDaniel:** Mayor Spencer commented on the recent passing of lifetime city resident Frank McDaniel and the contributions he made to the community. Mayor Spencer said that Council has requested to bring forward this resolution recognizing Mr. McDaniel.

**MOTION:** Moved by Councilmember Daughtry, seconded by Councilmember Welch, to approve Resolution 2018-12 Honoring and Commemorating Frank L. McDaniel. On vote the motion carried (6-0-0-1).

**Approve Resolution 2018-11 Amending Rates and Fees:** Planner Machen presented the staff report and said that the proposed amendments provide for a variable fee for administrative review of building permits that are also model homes, and under the Significant Tree Replacement requirement, for a fee-in-lieu-of when there is not sufficient space to replant the site. Planner Machen added that the U.S. Department of State Passport Services has approved an increase of the passport execution fees from \$25 to \$35, and this is also reflected in this resolution. Director Stevens responded to Councilmembers' questions as to how the tree replacement fee-in-lieu-of would work.

**MOTION:** Moved by Councilmember Petershagen, seconded by Councilmember Tageant, to approve Resolution 2018-011 Adopting Rates, Fees and Deposits for City Services and Actions performed by the City. On vote the motion carried (6-0-0-1).

**Approve Professional Services Agreement with Welch Comer & Associates, Inc. re**

**Village Way Design:** Public Works Director Eric Durpos presented the staff report and said this project is to construct an access road into the Frontier Village Shopping Center from 4<sup>th</sup> Street NE, which will help with traffic flow at this shopping complex due to the modifications that are part of the SR 9/SR 204 interchange improvement. Director Durpos then responded to Councilmembers' questions.

**MOTION:** Moved by Councilmember Tageant, seconded by Councilmember Welch, to authorize the Mayor to execute a Professional Services Agreement with Welch, Comer & Associates, Inc. to design the Frontier Village Southern Access Road for an amount of \$92,300.00 with a management reserve of \$7,700.00. On vote the motion carried (6-0-0-1).

**Approve Supplement No. 3 to Contract with Aqua Technex re Milfoil Treatment:** Director Durpos presented the staff report and said this is part of the Integrated Aquatic Plant Control Plan to provide a long-term solution to dealing with Eurasian Milfoil. Director Durpos noted that the city first contracted with Aqua Technex in 2011 to aggressively treat the Eurasian Milfoil, and in 2016 the City awarded a second five-year contract to Aqua Technex. Treatment under this third supplement is proposed to be administered at intervals from late April to mid July, and will deal with milfoil infestations throughout the life cycle of the plant. Staff has worked proactively with the County to develop a plan, including better public notification. Director Durpos then responded to Councilmembers' questions.

**MOTION:** Moved by Councilmember McDaniel, seconded by Councilmember Petershagen, to authorize Supplement No. 3 to the current contract with Aqua Technex, LLC to perform the year 7 pre- and post-survey and recommended control measures as part of the 2011 implementation of Application Strategy Plan for an amount of \$88,669.75. On vote the motion carried (6-0-0-1).

**Discussion Items:** None.

**Study Session:** None.

**Executive Session:** Mayor Spencer announced an executive session beginning at 8:15 p.m. and lasting 10 minutes for the purpose of discussion potential real property acquisition, with no action to follow.

At 8:25 p.m. Administrator Brazel announced a 10 minute extension of the executive session.

The regular meeting of the City Council reconvened at 8:34 p.m.

City Clerk Pugh advised the vote on Supplement No. 3 to the Aqua Technex contract reflects an incorrect dollar amount and requested the motion be revoted with the correct dollar amount.

**MOTION:** Moved by Councilmember Tageant, seconded by Councilmember Daughtry, to authorize Supplement No. 3 to the current contract with Aqua Technex, LLC to perform the year 7 pre- and post-survey and recommended control measures as part of the 2011 implementation of Application Strategy Plan for an amount of \$84,669.75. On vote the motion carried (6-0-0-1).



**Adjourn:**

Moved by Councilmember Daughtry, seconded by Welch to adjourn the meeting at 8:36 p.m.  
On vote the motion carried (6-0-0-1).

\_\_\_\_\_  
John Spencer, Mayor

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



This page left blank intentionally



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda** 04/24/18  
**Date:** \_\_\_\_\_

**Subject:** Repurpose Existing Position in Planning & Community Development – Building Division

**Contact** Teri Smith/Human Resources **Budget** N/A  
**Person/Department:** \_\_\_\_\_ **Impact:** \_\_\_\_\_

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize repurposing of existing vacant Building Inspector-Code Compliance Officer position to a Plans Examiner-Building Inspector

---

**SUMMARY/BACKGROUND:**

The Building Division in the Planning & Community Development Department currently is budgeted for: (1) Building Official, (1) Permit Specialist, and (2) Building Inspector/Code Compliance Officers. One of the Building Inspector/Code Compliance Officer positions is currently vacant.

Due to the increased workload in plan reviews, the building division has assessed its current and future needs to include dedicated resources for plans review. Further, the vacancy has created an unreasonably high workload of inspections for the Inspector and Building Official, confirming the team's need for additional building inspection staff time especially in the inspection of commercial buildings. To meet both needs, we are recommending repurposing the budgeted position of Building Inspector/Code Compliance Officer to a Plans Examiner/Building Inspector position. This position will be able to assist the Building Official with plan reviews as well as assist with field inspections. In addition, the new position will require a commercial building inspector certification. We have had to rely on the county to assist with commercial inspections in the Building Official's absence or when workload demands additional resources.

In assessing the new position, a review of comparable positions within our comparable cities list has shown a slightly higher salary range (5-7.5%) than the existing budgeted position. The increase is primarily because of the addition of plans examiner duties and certification. Due to salary savings year to date from the vacancy, there will not be any additional cost for the new position in this budget year.

---

**APPLICABLE CITY POLICIES:**

---

**BUDGET IMPACT:** No impact in 2018

---

**ATTACHMENTS:**



This page left blank intentionally



## Staff Report City of Lake Stevens City Council

Public Hearing  
Date: **April 24, 2018**

Subject: **LUA2018-0007:** City initiated code amendment changing the approval authority for final plats from the City Council to the Planning and Public Works Directors.

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

---

**SUMMARY:** In accordance with Senate Bill 5674 (Attachment A), approval authority for final plats for short and long subdivisions may be delegated to administrative personnel through legislative action. The proposed changes to the municipal code would streamline the final plat review process by delegating the approval authority and responsibility from the City Council to the Directors of Planning and Community Development and Public Works.

---

### **ACTION REQUESTED OF CITY COUNCIL:**

Hold a public hearing, consider public comment and approve Ordinance No. 1023 (Attachment D).

---

### **BACKGROUND / HISTORY:**

Until Senate Bill 5674 was signed into law, the granting of final subdivision approval had to be done by the local legislative body. This is somewhat problematic because all building, site, and environmental issues are dealt with at the preliminary subdivision approval stage, which is reviewed by staff and approval granted by the Hearing Examiner. While the City Council holds a public meeting when considering final plat approval, no public comment can be taken into consideration as part of their decision making, because the decision can only be based upon the Hearing Examiners closed record.

By the time a preliminary subdivision is approved, all building and environmental issues are resolved. At the final plat approval stage, the process is essentially administrative. Therefore, staff is recommending changes to the code to allow the administrative approval of final plats for short and long subdivisions to be by the Directors of Planning and Community Development and Public Works.

The staff briefed the City Council on the proposed amendments on February 27, 2018. The Council was receptive to the change. During the discussion, the City Council also requested that the staff look at public outreach and noticing procedures in general. Staff has provided the Subdivision review process flow chart with the opportunities for public comment highlighted (Attachment B). At a future meeting

with the Planning Commission the staff will present information about the City's current noticing procedures, State Law regarding noticing and a comparison of other jurisdictions for their review and recommendation to the City Council regarding any proposed changes to noticing requirements.

On April 4, 2018, a public hearing was held before the Planning Commission. The Planning Commission has forward their recommendation of approval in the attached letter (Exhibit B to Ordinance No 1023 which is Attachment D).

On April 18, 2018, a comment email was received from Sally Jo Sebring. The comment email and response is attached. (Attachment C)

## **FINDINGS AND CONCLUSIONS FOR THE FINAL PLAT AUTHORITY CODE AMENDMENTS:**

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

- ECONOMIC ELEMENT POLICY 6.7.1: Create streamlined process for development projects that meet the city's land use goals.

**Conclusions** – The proposed code amendments are consistent with the Comprehensive Plan goals and policies as they relate to providing a streamlined permitting process. By allowing the City Council to delegate the final plat approval authority to the Director of Planning and Community Development and Public Works removes additional unnecessary staff time, delay in decision making and city cost, while still ensuring that the subdivision will continue to meet all conditions of preliminary plat approval.

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

- The SEPA official issued a SEPA exemption on January 24, 2018.
- The code amendment is exempt from SEPA Review because it meets the meets the following exemption: Relating solely to governmental procedures, and containing no substantive standards respecting use or modification of the environment.

**Conclusions** – The proposed code amendment meets 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 24, 2018.
- The Department of Commerce sent granted approval on February 8, 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 before the Planning Commission in the Everett Herald on March 24, 2018 and March 28, 2018 per LSMC 14.16B.
- The city published a notice of Public Hearing before the City Council in the Everett Herald on April 10, 2018 and April 17, 2018 per LSMC 14.16B.

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

**Attachments**

- A. Senate Bill 5674
- B. Subdivision Review Process Chart
- C. Public Comment and Response Email
- D. Draft Final Plat Authority Ordinance

## Attachment A

### CERTIFICATION OF ENROLLMENT

#### **SENATE BILL 5674**

65th Legislature  
2017 Regular Session

Passed by the Senate March 3, 2017  
Yeas 44 Nays 0

---

**President of the Senate**

Passed by the House April 12, 2017  
Yeas 55 Nays 43

---

**Speaker of the House of Representatives**

Approved

---

**Governor of the State of Washington**

#### CERTIFICATE

I, Hunter G. Goodman, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **SENATE BILL 5674** as passed by Senate and the House of Representatives on the dates hereon set forth.

---

**Secretary**

FILED

**Secretary of State  
State of Washington**



---

**SENATE BILL 5674**

---

Passed Legislature - 2017 Regular Session

**State of Washington**

**65th Legislature**

**2017 Regular Session**

**By** Senators Palumbo and Fain

Read first time 02/02/17. Referred to Committee on Local Government.

1 AN ACT Relating to the final approval of subdivisions of land;  
2 and amending RCW 58.17.100, 58.17.170, and 58.17.190.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4 **Sec. 1.** RCW 58.17.100 and 1995 c 347 s 428 are each amended to  
5 read as follows:

6 If a city, town or county has established a planning commission  
7 or planning agency in accordance with state law or local charter,  
8 such commission or agency shall review all preliminary plats and make  
9 recommendations thereon to the city, town or county legislative body  
10 to assure conformance of the proposed subdivision to the general  
11 purposes of the comprehensive plan and to planning standards and  
12 specifications as adopted by the city, town or county. Reports of the  
13 planning commission or agency shall be advisory only: PROVIDED, That  
14 the legislative body of the city, town or county may, by ordinance,  
15 assign to such commission or agency, or any department official or  
16 group of officials, such administrative functions, powers and duties  
17 as may be appropriate, including the holding of hearings, and  
18 recommendations for approval or disapproval of preliminary plats of  
19 proposed subdivisions.

20 Such recommendation shall be submitted to the legislative body  
21 not later than fourteen days following action by the hearing body.

1 Upon receipt of the recommendation on any preliminary plat the  
2 legislative body shall at its next public meeting set the date for  
3 the public meeting where it shall consider the recommendations of the  
4 hearing body and may adopt or reject the recommendations of such  
5 hearing body based on the record established at the public hearing.  
6 If, after considering the matter at a public meeting, the legislative  
7 body deems a change in the planning commission's or planning agency's  
8 recommendation approving or disapproving any preliminary plat is  
9 necessary, the legislative body shall adopt its own recommendations  
10 and approve or disapprove the preliminary plat.

11 Every decision or recommendation made under this section shall be  
12 in writing and shall include findings of fact and conclusions to  
13 support the decision or recommendation.

14 A record of all public meetings and public hearings shall be kept  
15 by the appropriate city, town or county authority and shall be open  
16 to public inspection.

17 Sole authority to (~~approve final plats, and to~~) adopt or amend  
18 platting ordinances shall reside in the legislative bodies. The  
19 legislative authorities of cities, towns, and counties may by  
20 ordinance delegate final plat approval to an established planning  
21 commission or agency, or to such other administrative personnel in  
22 accordance with state law or local charter.

23 **Sec. 2.** RCW 58.17.170 and 2013 c 16 s 2 are each amended to read  
24 as follows:

25 (1) When the legislative body of the city, town, or county, or  
26 such other agency as authorized by RCW 58.17.100, finds that the  
27 subdivision proposed for final plat approval conforms to all terms of  
28 the preliminary plat approval, and that said subdivision meets the  
29 requirements of this chapter, other applicable state laws, and any  
30 local ordinances adopted under this chapter which were in effect at  
31 the time of preliminary plat approval, it shall suitably inscribe and  
32 execute its written approval on the face of the plat. The original of  
33 said final plat shall be filed for record with the county auditor.  
34 One reproducible copy shall be furnished to the city, town, or county  
35 engineer. One paper copy shall be filed with the county assessor.  
36 Paper copies shall be provided to such other agencies as may be  
37 required by ordinance.

38 (2)(a) Except as provided by (b) of this subsection, any lots in  
39 a final plat filed for record shall be a valid land use

1 notwithstanding any change in zoning laws for a period of seven years  
2 from the date of filing if the date of filing is on or before  
3 December 31, 2014, and for a period of five years from the date of  
4 filing if the date of filing is on or after January 1, 2015.

5 (b) Any lots in a final plat filed for record shall be a valid  
6 land use notwithstanding any change in zoning laws for a period of  
7 ten years from the date of filing if the project is not subject to  
8 requirements adopted under chapter 90.58 RCW and the date of filing  
9 is on or before December 31, 2007.

10 (3)(a) Except as provided by (b) of this subsection, a  
11 subdivision shall be governed by the terms of approval of the final  
12 plat, and the statutes, ordinances, and regulations in effect at the  
13 time of approval under RCW 58.17.150 (1) and (3) for a period of  
14 seven years after final plat approval if the date of final plat  
15 approval is on or before December 31, 2014, and for a period of five  
16 years after final plat approval if the date of final plat approval is  
17 on or after January 1, 2015, unless the legislative body finds that a  
18 change in conditions creates a serious threat to the public health or  
19 safety in the subdivision.

20 (b) A subdivision shall be governed by the terms of approval of  
21 the final plat, and the statutes, ordinances, and regulations in  
22 effect at the time of approval under RCW 58.17.150 (1) and (3) for a  
23 period of ten years after final plat approval if the project is not  
24 subject to requirements adopted under chapter 90.58 RCW and the date  
25 of final plat approval is on or before December 31, 2007, unless the  
26 legislative body finds that a change in conditions creates a serious  
27 threat to the public health or safety in the subdivision.

28 **Sec. 3.** RCW 58.17.190 and 1969 ex.s. c 271 s 19 are each amended  
29 to read as follows:

30 The county auditor shall refuse to accept any plat for filing  
31 until approval of the plat has been given by the appropriate  
32 legislative body, or such other agency as authorized by RCW  
33 58.17.100. Should a plat or dedication be filed without such  
34 approval, the prosecuting attorney of the county in which the plat is  
35 filed shall apply for a writ of mandate in the name of and on behalf  
36 of the legislative body required to approve same, directing the

1 auditor and assessor to remove from their files or records the  
2 unapproved plat, or dedication of record.

--- END ---

**SUBDIVISION PROCESS (Highlighted text indicated public notice or hearing)**

**From:** Josh Machen  
**To:** ["Sally Jo Sebring"](#)  
**Subject:** RE: comments regarding Final Plat Approval Authority  
**Date:** Thursday, April 19, 2018 8:06:00 AM

---

Dear Sally Jo Sebring,

I will include your comments with my staff report going to the City Council for consideration.

The reason Staff is not recommending public notice, comment period or a public meeting is that decisions on final subdivisions are closed record decisions. What this means is that the time for public comment and public involvement or appeal is during the preliminary subdivision approval stage. Once the Hearing Examiner has considered all of the arguments and the pertinent laws and renders a decision, the record is set, unless there is an appeal of the preliminary plat decision (which is to superior court). Based on the final plat decision being based on a closed record it is disingenuous to have public comment and public meeting when new comments and concerns cannot be considered in the decision on the final subdivision. The final subdivision process is just to ensure that the preliminary plat conditions are fulfilled and the City has accepted the dedicated infrastructure. Also I would point out that the proposed process has not removed the potential appeal process. It is and will continue to be subject to RCW 36.70C -Judicial Review of Land Use Decisions. I hope this helps further clarify why staff is supporting this change in code regulation, that helps streamline the permit process and alleviate burden on the City's Legislative Body.

Regards,

Joshua Machen, AICP, *Senior Planner*

**City of Lake Stevens | Planning & Community Development**

1812 Main Street | PO Box 257

Lake Stevens, WA 98258-0257

425.377.3219 | [jmachen@lakestevenswa.gov](mailto:jmachen@lakestevenswa.gov)

**NOTICE:** All emails and attachments sent to and from [City of Lake Stevens](#) are public records and may be subject to disclosure pursuant to the Public Records Act (RCW 42.56).

---

**From:** Sally Jo Sebring [mailto:sallyjosebring@frontier.com]  
**Sent:** Wednesday, April 18, 2018 3:20 PM  
**To:** Josh Machen <jmachen@lakestevenswa.gov>  
**Subject:** comments regarding Final Plat Approval Authority

Planner Machen,

I'd like to submit the following comments regarding the proposed code change regarding Final Plat Approval Authority:

The proposed change would change the current Lake Stevens final plat process from a City Council

decision (Type V with public notice, a public comment period, and a public meeting) to an Administrative decision made by the Community Development & Planning Director and the Public Works Director (Type I with no public notice, no public comment period, and no public meeting).

I would encourage the Council to consider this carefully and look at other options.

When Snohomish County changed their final plat approval authority code last summer, they retained public notice and public comment prior to the final plat approval decision.

Also, as currently proposed, I see no apparent route for appeal of a final plat decision. Under LSMC 14.16B.710 **Appeal of Type I and II Administrative Decisions** (a)

- (a) Appellant. The project applicant or any person who submitted written comments prior to the date the decision was issued may appeal the decision.

Since there doesn't seem to be any proposed notification, I don't understand how there could be written comments. If there is no opportunity for written comments, the way the code currently reads doesn't appear to give an opportunity for appeal.

Final plat appeal is a right under the RCW. (I think the applicable reference is RCW 58.17.180.)

Thank you,  
Sally Jo Sebring

CITY OF LAKE STEVENS  
LAKE STEVENS, WASHINGTON**ORDINANCE NO. 1023**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING LAKE STEVENS MUNICIPAL CODE SECTIONS 6.08, 14.16B.505, 14.16B.525, 14.16B.540, 14.16B.545, TABLE 14.16A-I, AND 14.18.035 RELATING TO THE APPROVAL AUTHORITY OF FINAL SUBDIVISIONS, ALLOWING FOR ADMINISTRATIVE PROCESSING OF FINAL SUBDIVISIONS, BEING PROPERLY TRANSMITTED TO THE DEPARTMENT OF COMMERCE, PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, Chapter 58.17 of the Revised Code of Washington and other applicable Washington State law governs the process of subdivision of land; and

WHEREAS, Chapter 58.17 RCW grants local jurisdictions authority through local regulations to process and permit applications for the division of land; and

WHEREAS, on March 3, 2017, Washington State Senate Bill 5674 was passed by the Senate and on April 12, 2017 passed by the Washington State House of Representatives; and

WHEREAS, Senate Bill 5674 amends RCW 58.17.100 allowing the city's legislative body to delegate final plat approval authority to administrative personnel; and

WHEREAS, the Lake Stevens Comprehensive Plan Economic Element policy 6.7.1 encourages the streamlining of development review processes for development projects that meet the city's land use goals, and

WHEREAS, on January 24, 2018, the City's SEPA Responsible Official complied with the State Environmental Policy Act (SEPA) by issuing a SEPA Exemption {WAC 197-118-800(19)}. for the adoption of an ordinance changing the final plat authority, complying with SEPA's procedural requirements; and

WHEREAS, on January 24, 2018 the proposed amendments contained herein were transmitted to the State Department of Commerce as required by law and on February 8, 2018, the Department of Commerce granted expedited review of the proposed code amendments;

WHEREAS, on April 4, 2018, following notice as required by law, the Planning Commission held a duly-noticed public hearing to receive staff and citizen input concerning the proposed code amendments and all persons who wished to be heard on the matter were heard; and

WHEREAS, the planning Commission adopted Findings, Conclusion and a Recommendation to the city Council which is attached hereto and incorporated by this reference; and

WHEREAS, following notice as required by law, the City Council held a public hearing on April 24, 2018 to receive staff and citizen input and to consider the recommendation of the Planning Commission and all persons who wished to be heard on the matter were heard; and



WHEREAS, the City Council has determined that it is in the public interest to streamline the permit process, adopting changes to the final plat approval authority 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 changing the final plat approval authority from the legislative body to the administrative staff, was sent to the Washington State Department of Commerce for expedited review on January 24, 2018 as required by the Growth Management Act and received approval on February 8, 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.
- D. The Findings of Fact, Conclusions and Recommendation of the Planning Commission attached hereto is hereby approved and adopted by the City Council as its own **(Exhibit B)**.

SECTION 2. LSMC section 6.08, chapter 14.16B and section 14.18.035 are hereby amended as set forth in **Exhibit A which is incorporated herein by this reference**. All other provisions set forth in Chapter 6.08 LSMC, Chapter 14.16B LSMC and LSMC section 14.18.035 shall remain in full force and effect, unchanged.

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 24<sup>th</sup> day of April, 2018.

---

John Spencer, Mayor

ATTEST/AUTHENTICATION:

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

APPROVED AS TO FORM:

Ord. No. 1023 – Final Plat Authority

---

Grant K. Weed, City Attorney

First and Final Reading: April 24, 2018

Published:

Effective Date:

DRAFT

## Exhibit A

### Final Plat Approval Authority Code Amendment

#### LSMC 6.08 SEWER ADMINISTRATION

##### 6.08.020 Developer's Contracts.

##### 15. FINAL ACCEPTANCE

The City agrees to accept title to the Project extension, subject to the terms herein, when all work has been completed and when the City has made final inspection and given approval of the system as having been completed in accordance with the plans and specifications. Final acceptance of said Project extension shall be by action of the City Council, except when such extension is part of a final plat, which shall be accepted by the Public Works Director, and shall only occur after City receipt of a completed and executed bill of sale, maintenance bond, easements and all other documents required pursuant to this Agreement, payment in full of all fees and charges, and execution of any applicable Utility Reimbursement Agreement.

#### LSMC 14.16.B -Part V. Type V Review - Quasi-Judicial, City Council Decisions

##### 14.16B.505 Purpose.

A Type V process is a quasi-judicial review and decision made by the City Council. Staff makes a recommendation to the City Council. Depending on the application, staff may conduct a public meeting to obtain public input. The City Council shall hold a public hearing on the application prior to making a decision; ~~except for final plats, only a public meeting is held by the Council~~. Public notification is provided at the application, public hearing, and decision stages of application review. There is no opportunity for an administrative appeal. Appeals of City Council decisions are made to Snohomish County superior court. The purpose of this part is to provide the necessary steps for permit approvals requiring Type V review. (Ord. 903, Sec. 14, 2013; Ord. 811, Sec. 3 (Exh. 2), 2010)

##### 14.16B.525 Public Meetings.

A public meeting is required for all Type V applications pursuant to Section 14.16A.260. Staff may require the applicant to participate in the meeting to inform citizens about the proposal. If a public meeting is planned, it shall be held as early in the review process as possible for Type V applications. Notice of the public meeting shall be provided in the same manner as required for notice of the application. The public meeting notice will be combined with the notice of application whenever possible. ~~Council action for a final plat is a public meeting rather than a public hearing.~~ (Ord. 903, Sec. 15, 2013; Ord. 811, Sec. 3 (Exh. 2), 2010)

##### 14.16B.540 Notice of City Council Public Hearing.

(a) Public notice of the date of the City Council public hearing, ~~or for final plats a public meeting~~, at which the City Council will consider the application shall be published in a newspaper of general circulation. The public hearing shall be scheduled no sooner than 10 days following the date of publication of the notice. If a determination of significance was issued by the SEPA responsible official, the notice of staff recommendation shall state whether an EIS or supplemental EIS was prepared or whether existing environmental documents were adopted. The notice of the City Council meeting shall also include the notice of the availability of the staff recommendation.

**14.16B.545 City Council Decision.**

(a) Within five days of a decision, the Planning Director shall transmit to the City Council a copy of the department file on the application including all written comments received prior to the City Council meeting and information reviewed by or relied upon by staff. The file shall also include information to verify that the requirements for notice to the public (notice of application, notice of public hearing, and notice of SEPA determination) have been met.

(b) Any person may participate in the City Council public hearing, ~~or public meeting for final plats,~~ on staff recommendation by submitting written comments to the Department of Planning and Community Development prior to the hearing or by submitting written comments or making oral comments at the hearing.

**Table 14.16A-I: Classification of Permits and Decisions**

Type of Review	Land Use Actions and Permits	Recommendation By	Public Hearing Prior to Decision	Permit-Issuing Authority	Administrative Appeal Body & Hearing
TYPE I Administrative without Public Notice	<ul style="list-style-type: none"> <li>• Administrative Design Review</li> <li>• Administrative Deviation</li> <li>• Administrative Modifications</li> <li>• Boundary Line Adjustments</li> <li>• Change of Use</li> <li>• Code Interpretations</li> <li>• Events</li> <li>• <u>Final Plats (short and long subdivisions)</u></li> <li>• Floodplain Development Permits</li> <li>• Grading Permit</li> <li>• Home Occupations</li> </ul>	None	None	Department director or designee	Hearing Examiner, except shoreline permits to State Shoreline Hearings Board, & Open Record

	<ul style="list-style-type: none"> <li>• Master Sign Program</li> <li>• Reasonable Use Exceptions</li> <li>• Shoreline Exemptions</li> <li>• Signs</li> <li>• Temporary Uses</li> </ul>				
TYPE II Administrative with Public Notice	<ul style="list-style-type: none"> <li>• Administrative Conditional Use (formerly Special Use)</li> <li>• Administrative Variance</li> <li>• Binding Site Plans</li> <li>• Planned Action Certification</li> <li>• SEPA Review (early or when not combined with another permit or required for a Type I permit)</li> <li>• Shoreline Substantial Developments</li> <li>• Short Plats - Preliminary <del>or Final</del></li> <li>• Short Plat Alterations</li> <li>• Short Plat Vacations</li> <li>• Site Plan Reviews</li> </ul>	None	None	Planning Director or designee	Hearing Examiner, except shoreline permits to State Shoreline Hearings Board, & Open Record
TYPE III Quasi-Judicial, Hearing Examiner	<ul style="list-style-type: none"> <li>• Conditional Uses</li> <li>• Preliminary Plats</li> <li>• Shoreline Conditional Uses</li> <li>• Shoreline Variances</li> </ul>	Design Review Board (if required)	Open Record	Hearing Examiner	Superior Court, except shoreline permits to State Shoreline Hearings Board, & Closed Record

	<ul style="list-style-type: none"> <li>• Variances</li> </ul>				
TYPE IV Quasi-Judicial, City Council with Hearing Examiner Recommendation	<ul style="list-style-type: none"> <li>• Essential Public Facilities</li> <li>• Planned Neighborhood Developments</li> <li>• Rezone - Site-Specific Zoning Map Amendments</li> <li>• Secure Community Transition Facilities</li> </ul>	Hearing Examiner with Open Record Hearing	Closed Record	City Council	None, appeal to Superior Court
TYPE V Quasi-Judicial, City Council	<ul style="list-style-type: none"> <li>• <del>Final Plats</del></li> <li>• Plat Alterations</li> <li>• Plat Vacations</li> <li>• Right-of-Way Vacations</li> </ul>	Design Review Board (if required)	Open Record  *Public meeting only for Final Plats	City Council	None, appeal to Superior Court
TYPE VI Legislative, City Council with Planning Commission Recommendation	<ul style="list-style-type: none"> <li>• Comprehensive Plan Amendments, Map &amp; Text</li> <li>• Development Agreements</li> <li>• Land Use Code Amendments</li> <li>• Rezones - Area-Wide Zoning Map Amendments</li> </ul>	Planning Commission with Open Record Hearing	Open Record	City Council	Growth Management Hearings Board & Closed Record

(e) Associated Land Use Determinations. Associated land use determinations are decisions that need to be made as part of another land use action or permit review, as set forth in Table 14.16A-II. Each type of determination has a separate review process determined by the Planning Director or Public Works Director, except design review, which is reviewed pursuant to Section [14.16C.050](#).

**LSMC Chapter 14.18-SUBDIVISIONS, BOUNDARY LINE ADJUSTMENTS AND BINDING SITE PLANS**

**14.18.035 Approval of Final Plats.**

- (a) ~~Short~~ Final plats for long and short subdivisions are approved by the Planning and Public Works Directors. ~~Final plats for long subdivisions are to be approved by City Council following a public meeting.~~ Final plats shall be approved if it is found that the requirements of preliminary plat, including applicable conditions of approval, have been met, and the requirements of Chapter [58.17](#) RCW have been met.
- (b) The final plat submitted for recording shall be drawn in waterproof ink on a sheet made of material that will be acceptable to the Snohomish County Auditor's Office for recording purposes, and having dimensions of 18 inches by 24 inches.
- (c) When more than one sheet is required to include the entire subdivision, all sheets shall be made of the same size and shall show appropriate match marks on each sheet and appropriate references to other sheets of the subdivision. The scale of the plat shall be at one inch equals not more than 50 feet.
- (d) The applicant shall also provide all final plat maps and engineered as-builts in digital form. Files shall be submitted in "\*.dwg" or other AutoCad-compatible format approved by Public Works. (Ord. 811, Sec. 5 (Exh. 4), 2010)

**Planning & Community Development**

1812 Main Street

P.O. Box 257

Lake Stevens, WA 98258

April 9, 2018

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

**Subject: Planning Commission Recommendation – Final Plat Approval Authority Amendment-  
LUA2017-0007**

Dear Council Members:

The Lake Stevens Planning Commission has held multiple briefings in February and March and held a public hearing on April 4, 2018, to consider a code amendment changing the approval authority for final plats from the City Council to the Planning and Public Works Directors.

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

**PLANNING COMMISSION DISCUSSION (April 4, 2018)**

Staff discussed the code amendments to adopt regulations allowing a change in the approval authority for final plats from the City Council to the Planning and Public Works Directors. Staff explained that until [Senate Bill 5674](#) was signed into law, the granting of final subdivision approval had to be done by the local legislative body. This was somewhat problematic because all building, site, and environmental issues are dealt with at the preliminary approval stage, which is reviewed by staff and granted by the Hearing Examiner. Staff also explained the subdivision review process and the points in the process that allow for and encourage public participation. Staff also pointed out that the final plat approval process is primarily an administrative task ensuring compliance with the conditions of approval from the Hearing Examiner.

The Planning Commission heard public comments, a couple of which were concerned about a specific subdivision occurring in their neighborhood. They felt that the public would be losing opportunity to have meaningful impact on the final plat decision and urged the Planning Commission not to approve the draft regulations. There were additional comments from the public that supported the change, seeing that it helped streamline the process and recognized that meaningful input into the subdivision process needed to occur at the time of preliminary plat approval.



Staff further explained that when a final plat is presented before the City Council in a public meeting, it is a closed record public meeting, and while public comment may be given the City Council can only consider the closed record when making their decision.

**FINDINGS AND CONCLUSIONS FOR THE FINAL PLAT AUTHORITY 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 April 4, 2018 and concludes that the proposed amendments comply with the following:

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

- ECONOMIC ELEMENT POLICY 6.7.1: Create streamlined process for development projects that meet the city's land use goals.

**Conclusions** – The proposed code amendments are consistent with the Comprehensive Plan goals and policies as they relate to providing a streamlined permitting process. By allowing the City Council to delegate the final plat approval authority to the Director of Planning and Community Development and Public Works removes additional unnecessary staff time, delay in decision making and city cost, while still ensuring that the subdivision will continue to meet all conditions of preliminary plat approval.

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

- The SEPA official issued a SEPA exemption on January 24, 2018.
- The code amendment is exempt from SEPA Review because it meets the following exemption: Relating solely to governmental procedures, and containing no substantive standards respecting use or modification of the environment.

**Conclusions** – The proposed code amendment meets 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 24, 2018.
- The Department of Commerce sent granted approval on February 8, 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 24, 2018 and March 28, 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 April 4, 2018 with a recommendation of approval for changes to the final plat authority regulations. **Commissioner Linda Hault made a motion to approve the recommendation to Council. Commissioner Vicki Oslund seconded the motion. Motion passed 5-0-0-1.**

Respectfully submitted,  
Lake Stevens Planning Commission

  
Janice Huxford, Chair



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** 24<sup>TH</sup> APRIL 18

**Subject:** Lundeen Park Improvements –Construction

<b>Contact</b>	<b>Amanda Wells, Public Works</b>	<b>Budget</b>	<b>\$800,000.00</b>
<b>Person/Department:</b>		<b>Impact:</b>	

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the Mayor to execute a Public Works contract with A-1 Landscaping & Construction, Inc. of Snohomish, WA to provide construction of the Lundeen Park Improvement project in the amount of \$767,130.80 with a management reserve of \$32,869.20.

**SUMMARY/BACKGROUND:** This project consists of clearing, demolition, earthwork, concrete and paving, parking lot lighting, redevelopment of the open lawn area, playground equipment, surfacing, curbing, irrigation, and planting. Additionally, this project will repair and install a handful of other features which will improve the overall performance and aesthetic of the park.

The Lundeen Park Improvement project was identified as a priority project by council. The call for bids was advertised on March 29, 2018. The Public Works department received five responses at a public bid opening on April 18, 2018; see the attached bid tabulation exhibit. After review of the lowest bid, reference and debarment checks, staff has determined that A-1 Landscaping and Construction Inc. is the lowest responsible bidder with a base bid of \$686,712.51 including tax. The alternates are summarized in the bid tabulation.

Staff recommends that base bid and Alternates 1, 2, and 4 for a total cost of \$ 767,130.80 be selected from A-1 Landscape and Construction, Inc. Staff also recommends that alternate 3 (fencing) not be included since this item is not critical to the project and can be completed by the Public Works Department. This project was approved for \$600,000 in the 2018 Park Mitigation budget. Staff will bring forward a budget amendment for the additional \$200,000.

Construction is anticipated to begin by May 1, 2018 assuming no complications with the contract execution process. The contract allows 60 calendar days to complete the required work and gives a non-negotiable deadline for the Great Lawn completion of June 29<sup>th</sup>, 2018. The \$32,869.20 management reserve is to allow staff the ability to address minor changes administratively.

**APPLICABLE CITY POLICIES:**

**BUDGET IMPACT:** Identified in the 2018 budget as Park Mitigation - \$800,000.00

**ATTACHMENTS:**

- ▶ Attachment A: Public Works Contract
- ▶ Attachment B: Bid Tabulation

## **PUBLIC WORKS CONTRACT**

This Contract is made and entered into in duplicate this \_\_\_\_ day of April 2018 by and between the City of Lake Stevens, a non-charter code city of the State of Washington, hereinafter referred to as “the City”, and A-1 Landscaping and Construction, Inc, a Washington Corporation ("Contractor").

### **WITNESSETH:**

Whereas, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

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

### **1. Scope of Work.**

The Contractor shall do all work and furnish all tools, materials, and equipment in order to accomplish the following project:

#### ***Lundeen Park Improvements***

in accordance with and as described in:

- A. This Contract, and
- B. The Project Manual, which include the attached plans, Specifications, Special Provisions, submittal requirements, attachments, addenda (if any), Bid Form, Performance and Payment Bond, and
- C. The Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation, as may be specifically modified in the attached Specifications and/or Special Provisions, hereinafter referred to as “the standard specifications”,
- D. ☐ City of Lake Stevens Engineering Standards (referenced but not attached)
- E. ☒ Retainage Bond (attached) (optional-see Section 5).
- F. Bid Submittal
- G. Addenda (If any)

and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, except as may otherwise be provided in the Project Manual.

**2. Time for Performance and Liquidated Damages / Termination of Contract.**

- A. Time is of the essence in the performance of this Contract and in adhering to the time frames specified herein. The Contractor shall commence work within ten (10) calendar days after notice to proceed from the City, and said work shall be physically completed within 60 calendar days after said notice to proceed, and in no event, not later than June 29, 2018 for completion of Great Lawn, unless a different time frame is expressly provided in writing by the City.
- B. If said work is not completed within the time for physical completion, the Contractor may be required at the City's sole discretion to pay to the City liquidated damages as set forth in the Project Manual, for each and every day said work remains uncompleted after the expiration of the specified time.
- C. Termination of Contract.
  - 1. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.
  - 2. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

**3. Compensation and Method of Payment.**

- A. The City shall pay the Contractor for work performed under this Contract as detailed in the base bid and alternate bids 1, 2 and 4 for a total amount of \$774,630.80, including all applicable Washington state sales tax, as incorporated in the Project Manual.
- B. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.
- C. The Contractor shall be entitled to progress payments. The Contractor shall submit requests for payment on the last calendar day of the month for the work done during that period. Payment shall be made less a five (5) percent retainage. Payment shall be made in accordance with applicable City ordinances.
- D. Payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the Request For Information (RFI) and/or Construction Change Order (CCO) process as set forth in the Project Manual. Following approval of the RFI and/or CCO, the Contractor shall submit the standard payment request form(s).

- E. **Final Payment.** Pursuant to RCW Chapter 60.28, a sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract. This retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under the Contract.

Monies retained under the provisions of RCW Chapter 60.28 shall, at the option of the Contractor, be:

1. Retained in a fund by the City; or
2. Deposited by the City in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the City and are not to be allowed to be withdrawn without the City's written authorization. The City will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At or before the time the Contract is executed, the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) calendar days following the Final Acceptance of the Project provided the following conditions are met:

1. A release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.
5. All claims, as provided by law, filed against the retainage have been resolved.
6. If requested by the City, the Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

4. **Independent Contractor Relationship.**

The relationship created by this Contract is that of independent contracting entities. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City, and the employees of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, or representatives during the performance of this Contract. The Contractor shall assume full responsibility for payment of all wages and salaries and all federal, state, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, workers compensation insurance, social security, and income tax withholding.

**5. Prevailing Wage Requirements.**

The Contractor shall comply with applicable prevailing wage requirements of the Washington State Department of Labor & Industries, as set forth in Chapter 39.12 RCW and Chapter 296-127 WAC. The Contractor shall document compliance with said requirements and shall file with the City appropriate affidavits, certificates, and/or statements of compliance with the State prevailing wage requirements. The Washington State Prevailing Wage Rates For Public Works Contracts, Snohomish County, incorporated in this Contract have been established by the Department of Labor & Industries. The Contractor shall also ensure that any subcontractors or agents of the Contractor shall comply with the prevailing wage and documentation requirements as set forth herein.

**6. Indemnification and Hold Harmless.**

- A. The Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers against and from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
- B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.
- C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.
- D. Should a court of competent jurisdiction determine that this Contract 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

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

- F. The provisions of this section shall survive the expiration or termination of this Contract.

**7. Insurance.**

**A. Insurance Term.**

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

**B. No Limitation.**

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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.**

Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington
4. ☐ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood



and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. ☐ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the City of Lake Stevens under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

**D. Minimum Amounts of Insurance.**

The Contractor shall maintain the following insurance limits:

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

**E. Public Entity Full Availability of Contractor Limits.**

If the Contractor maintains higher insurance limits than the minimums shown above, the City of Lake Stevens shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Lake Stevens evidences limits of liability lower than those maintained by the Contractor.

**F. Other Insurance Provisions.**

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

**G. Acceptability of Insurers.**

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

**H. Verification of Coverage.**

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the City of Lake Stevens, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

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

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

**I. Contractor's Insurance for Other Losses.**

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

**J. Subcontractors.**

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

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the City of Lake Stevens is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

**K. Waiver of Subrogation.**

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

**L. Notice of Cancellation of Insurance.**

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

**M. Failure to Maintain Insurance.**

Failure on the part of the Contractor 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 Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

**8. Compliance with Laws.**

- A. The Contractor shall comply with all applicable federal, state, and local laws, including regulations for licensing, certification, and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as set forth in the Project Manual.
- B. The Contractor shall pay any applicable business and permit fees and taxes which may be required for the performance of the work.
- C. The Contractor shall comply with all legal and permitting requirements as set forth in the Project Manual.

**9. Non-discrimination.**

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

- A. The parties will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of the above-stated minorities.

- B. The parties will comply strictly with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of nondiscriminatory requirements in hiring and employment practices and assuring the service of all patrons and customers without discrimination with respect to the above-stated minority status.

**10. Assignment and Subcontractors.**

- A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.
- B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.
- C. In the event the Contractor does assign this contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the contract documents.
- D. The Contractor shall, before commencing any work, notify the Owner in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the Owner may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the Owner by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the Owner shall not constitute a waiver of any right of the Owner to reject defective work or work not in conformance with the contract documents. If the Owner, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.
- E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organizations directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it.
- F. The divisions and sections of the specifications and the identifications of any drawings shall not control the Contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade.
- G. Nothing contained in the contract documents shall create or be construed to create any relationship, contractual or otherwise, between the Owner and any subcontractor or assignee. Nothing in the contract documents shall create any obligation on the part of the Owner to pay or to assure payment of any monies due any subcontractor or assignee.
- H. The Contractor hereby assigns to the City any and all claims for overcharges resulting from antitrust violations as to goods and materials purchased in connection with this Contract, except as to overcharges resulting from antitrust violations commencing after the date of the bid or other event establishing the price of this Contract. In addition, the Contractor warrants and represents that each of its suppliers and subcontractors shall assign any and all such claims for overcharges to the City in accordance with the terms of this provision.

The Contractor further agrees to give the City immediate notice of the existence of any such claim.

- I. In addition to all other obligations of the contractor, if the contractor does employ any approved subcontractor, the contractor shall supply to every approved subcontractor a copy of the form, provided in the project manual, to establish written proof that each subcontract and lower-tier subcontract is a written document and contains, as a part, the current prevailing wage rates. The contractor, each approved subcontractor and each approved lower-tier subcontractor shall complete and deliver the form directly to the City.

**11. Contract Administration and Notices.**

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

To City:

City of Lake Stevens  
Attn: City Clerk  
1812 Main Street (Physical Address)  
Post Office Box 257 (Mailing Address)  
Lake Stevens, WA 98258  
Telephone: 425-334-1012

To Contractor:

Naeem Iqbal, President  
A-1 Landscaping & Construction, Inc.  
20607 SR9 SE  
Snohomish, WA 98296  
425-402-9900

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

**12. Interpretation and Venue.**

This Contract shall be interpreted and construed in accordance with the laws of the State of Washington. The venue of any litigation between the parties regarding this Contract shall be Snohomish County, Washington.

**13. Severability.**

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

B. If any provision of this Contract 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.

**14. Non-Waiver.**

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

**15. Survival.**

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

**16. Authority.**

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first set forth above.

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

CITY OF LAKE STEVENS

A-1 LANDSCAPING AND  
CONSTRUCTION, INC.

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

By: \_\_\_\_\_  
Naeem Iqbal, President

Attest:

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

Approved as to Form:

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



## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date 29 March 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.

---

Bidder’s Business Name

---

Signature of Authorized Official\*

---

Printed Name

---

Title

---

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:

---

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.*

## **PART 2 – BID PROPOSAL DOCUMENTS**

The documents contained within this section constitute the formal proposal from the bidder to the City for this project. Failure of the bidder to submit all pages contained in PART 2 with its bid and to accurately complete all applicable forms may be grounds for the Owner to consider the bid non-responsive.



### STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Contractor A-1 Landscaping and Construction, Inc.

Address 20607 SR 9 SE

City Snohomish State WA Zip 98296

Contact Person Naeem Iqbal Phone 425-402-9900

Contractor has engaged in the construction business under the present firm name indicated for the past 31 years.

Gross dollar amount of work currently under contract .....\$ \$17,530,249.03

Approximate percentage of current contracts outstanding .....% 27.56%

Type of work generally performed by Contractor Landscaping, Irrigation, Earthwork, Concrete, and Utility work.

List five major projects of a similar nature completed within the last ten years and the gross dollar amount of each project.

See Attached	\$
	\$
	\$
	\$
	\$

List of five major pieces of equipment that are anticipated to be used on the project by the Contractor and ownership of the item.

Owned	Leased	Rented	Description of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	See attached
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**STATEMENT OF BIDDER'S QUALIFICATIONS (continued)**

Bank References Wells Fargo ATTN: Drew Davis 2801 Wetmore Ave, 1, Everett WA 98201

\_\_\_\_\_  
\_\_\_\_\_

How many general superintendents or other responsible employees in a supervisory position do you have at this time and how long have they been with the Contractor? 31

\_\_\_\_\_

Have you changed bonding companies within the last three years? ☐ Yes ☒ No

If so, why? \_\_\_\_\_

\_\_\_\_\_

Have you ever sued or been sued by any special district, municipality, county, or state government, concerning a public works contract? ☐ Yes ☒ No

If so, explain. \_\_\_\_\_

\_\_\_\_\_

If so, name the agencies and reasons therefore. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Disposition of case, if settled \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WA State Department of Labor and Industries Workmen's Compensation Account Number: 547,671-01

Employment Security Department Number: 831567004

Washington State Dept. of Licensing Contractor's Registration Number: A1LANCI056DP

IRS Employer Number: 91-1675193

Or, if individual, Social Security Number: \_\_\_\_\_

### LIST OF SUBCONTRACTORS

PURSUANT TO RCW 39.30.060, the bidder shall provide a list of all subcontractors proposed to work under this contract. Only first-tier subcontractors need to be listed (Plumbing, Electrical, HVAC)– the bidder is not required to list second tier or lower subcontractors.

**Subcontractors, whose dollar value of work exceeds either (a) 10% of the total project cost or (b) \$10,000.**

	Subcontractor Name	Type of Work	Approx. Value
(1)	<i>Service Electric</i>	<i>Electrical</i>	<i>\$69,777.00</i>
(2)	HVAC- N/A		
(3)	Plumbing- N/A		
(4)			
(5)			
(6)			
(7)			
(8)			

## BID PROPOSAL FORM

TO: CITY OF LAKE STEVENS  
1812 MAIN STREET  
LAKE STEVENS, WA 98258

Pursuant to and in compliance with the Call for Bids, the Information for Bidders, and other documents relating to the Project Number 18001, 2018 Lundeen Park Improvements, the undersigned has carefully examined the drawings and specifications, as well as the premises and conditions affecting the work, and hereby proposes to furnish all labor and materials and to perform all work as required for construction of the improvements in strict accordance with the contract documents, specifications, and drawings for the unit prices shown on the Bid Schedule.

By signing and submitting this Bid Proposal, the bidder swears and affirms that the following items are true.

### Non-Collusion Affidavit

That said person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

Furthermore, that the bid submitted herewith is a genuine bid and not a collusive or sham bid or made in the interest or on behalf of any person herein named and that the person, firm, association, joint venture, co-partnership, or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a bid for consideration in the award of a contract for the improvement described in these documents.

The bidder further acknowledges that by signing this proposal, the bidder has agreed to the provisions of this Non-Collusion Affidavit.

### Non-Segregated Facilities

The bidder certifies that it does not now, nor will it for the duration of this contract, maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform its services at any locations, under its control, where segregated facilities are maintained.

The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause on any contract resulting from acceptance of this bid.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants, or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact because of habit, local custom or otherwise. The bidder agrees that except where it has obtained identical certification from proposed subcontractor prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity clause, that it will retain such certifications in its files.

The penalty for making false statements in offers is prescribed in 18 USC 1001.

### Anti-Discrimination Certification

The bidder hereby covenants, stipulates and agrees that no person shall be discriminated against in the bidding of the service and/or materials hereunder and that the bidder shall not refuse to hire any person therefore because of such person's race, creed, color or national origin, unless based on a bona fide occupational qualification. Also, the bidder will in no matter discriminate against any person because of such person's race, creed, color or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

### **Bidder's Declaration and Understanding**

If the undersigned bidder be notified of the acceptance of this bid within sixty (60) days of the time set for the opening of bids, it agrees to execute a contract for the above work bid in the form of the contract bound in these specifications and to provide a contract performance bond as required by the Contract Documents.

The undersigned bidder further agrees that the bid bond accompanying this bid shall be left in escrow with the Owner, and that the liquidated damages which the Owner will sustain by the failure of the undersigned bidder to execute and deliver the contract and performance bond will be equal to five percent (5%) of the total bid. If the undersigned bidder defaults in executing that contract and in furnishing the contract performance bond within ten (10) days of the date on the Notice of Award, then the bid guaranty shall become the property of the Owner.

If however, the Owner does not accept this bid or any part thereof within sixty (60) days of the time set for the opening of bids, or if the undersigned bidder executes and delivers said contract and surety bond, the bid guaranty shall be returned to the bidder.

### **Prevailing Wages**

The prevailing rate of wages shall be paid to all workers, laborer, or mechanics per Chapter 39.12 RCW. See 2016 WSDOT/APWA Standard Specifications.

### **Washington State Sales Tax.**

The Owner agrees to pay Washington State Retail Sales Tax to the bidder as an additional and separate pay item not included in the above unit-price bid items for all improvements, such as utility improvements, for which the Owner is not exempt from Washington State Retail Tax, as specified in Section 1-07.2 of the *Standard Specifications*.

The bidder agrees to include and pay all other state and local taxes within all appropriate unit bid prices, as specified in Section 1-07.2 of the *Standard Specifications*.

### **Completion Time and Liquidated Damages**

The contract time for this project shall be set at 90 calendar days, as defined in Section 1-08.5 of the Specifications.

### BID SCHEDULE

The following bid prices shall include all material, labor, tools and equipment required for the completion of the described work. Prices for all items, all extensions and the total amount bid must be shown. The project must be bid in its entirety, including all bid items as specifically listed in the proposal, in order to be considered a responsive bid. Where conflict occurs between the written word price and the figures price the written word price shall prevail. All entries must be typed or entered in ink. Entries that are not submitted typed or in ink may be considered a non-responsive bid. The estimated quantities shown are intended to provide a common proposal for all bidders.

#### BASE BID (As shown on the drawings and as defined in Section 01230)

1. All Base Bid Work		\$ <u>630,590.00</u>
	Sales Tax 8.9%	\$ <u>56,122.51</u>
	Total Base Bid	\$ <u>686,712.51</u>

#### ADDITIVE ALTERNATES

The Undersigned agrees to perform the additions called for in the following Alternates, as shown on the drawings and as described in Specification Section 01230, PRICE AND PAYMENT PROCEDURES, for the following additions to the BASE BID. All items are complete and installed price.

ITEM No.	Approx. Qty.	ITEM	AMOUNT Dollars Cts
1. Lump Sum		Add Alternate Sod at Great Lawn	\$ <u>38,948.00</u>
		Sales Tax 8.9%	\$ <u>3,466.37</u>
		Total Add Alternate #1	\$ <u>42,414.37</u>
2. Lump Sum		Parking Island Plantings and Entry Plantings	\$ <u>26,909.00</u>

**Sales Tax 8.9%** \$ 2,394.90

**Total Add Alternate #2** \$ 29,303.90

3. Lump Sum      Add Alternate 2 & 3 Rail Wood Rail Fencing  
\_\_\_\_\_  
Words      \$ 19,230.00

**Sales Tax 8.9%** \$ 1,711.47

**Total Add Alternate #3** \$ 20,941.47

4. Lump Sum      Add Alternate New Swing Structure  
\_\_\_\_\_  
Words      \$ 7,989.00

**Sales Tax 8.9%** \$ 711.02

**Total Add Alternate #4** \$ 8,700.02

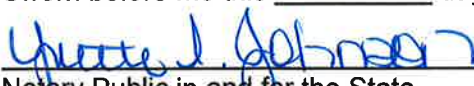
The bidder, by signing and submitting this bid, does hereby **acknowledge receipt of Addenda** numbered 1 to 1.

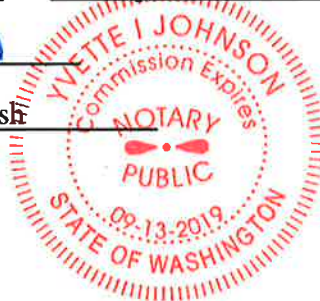
IN WITNESS hereto, the undersigned bidder:

- a) Agrees to the conditions of this bid;
- b) Certifies that this bid has not been restricted, modified or conditioned;
- c) Acknowledges receipt of addenda 1 to 1;
- d) Attests to the absence of collusion in the Non-Collusion Affidavit above and agrees to be bound by its provisions;
- e) Certifies and agrees concerning non-segregated facilities in the Non-Segregated Facilities statement above;
- f) Covenants, stipulates and agrees in accordance with the Anti-Discrimination Certification above;
- g) Declares, accepts and understands in accordance with the Bidder's Declarations and Understanding above;
- h) Agrees as to Washington State Sales Tax as above;
- i) Understands and agrees as to the completion time and liquidated damages as above, and
- j) With the full authority of the firm submitting this bid has signed below this 18th day of April, 2018.

X   
\_\_\_\_\_  
Signature of bidder  
Naeem Iqbal  
\_\_\_\_\_  
Printed Name  
President  
\_\_\_\_\_  
Title  
A-1 Landscaping and Construction, Inc.  
\_\_\_\_\_  
Company Name  
Address at which to direct correspondence:  
20607 SR 9 SE  
\_\_\_\_\_  
City Snohomish State WA Zip 98296  
Phone: 425-402-9900  
Fax: 425-489-0222  
Email: Naeem@a1land.com  
License No.: A1LANCI056DP

Sworn before me this 18th day of April, 2018.

  
\_\_\_\_\_  
Notary Public in and for the State  
Of Washington residing at Snohomish





**PROOF OF AUTHORITY TO SIGN BID**

The party by whom this bid is submitted and by whom the contract will be entered into, in case the award is made to said party, is

Firm Name A-1 Landscaping and Construction, Inc.

- ☒ Corporation  
☐ Partnership  
☐ Individual

Doing business at 20607 SR 9 SE Snohomish/ WA  
Address City/State

Which is the address to which all communications concerned with this bid and contract should be sent.

The name of the president, treasurer, and manager of the bidding corporation, or the names of all persons and parties interested in this bid as partners or principals are as follows:

<u>Name/Title</u>	<u>Address</u>
<u>Naeem Iqbal/ President</u>	<u>20607 SR 9 SE Snohomish, WA 98296</u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

**If Sole Proprietor or Partnership**

IN WITNESS hereto, the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Signature of bidder

\_\_\_\_\_  
Title

**If Corporation**

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 18th day of April, 2018.

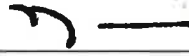
A-1 Landscaping and Construction, Inc.  
Name of Corporation



Secretary

, Rizwana F. Syeda-Kazmi

By



Naeem Iqbal

Title President

- NOTE:
1. If the bidder is a co-partnership, so state, giving the name under which business is transacted.
  2. If the bidder is a corporation, only a duly authorized official may execute this Bid Proposal. This proof of authority must be notarized.

Sworn before me this 18th day of April, 2018.



Notary Public in and for the State  
Of Washington residing at

Snohomish



### BID DEPOSIT

A Bid Deposit shall be made payable to the City of Lake Stevens in the amount of five percent (5%) of the Total Bid Amount(s) for all schedules, based upon the Lump Sum or Bid Schedule quantities at the unit prices, including applicable taxes, and in the form indicated below and on the following page.

- ☐ Cashier's Check
- ☐ Certified Check
- ☒ Bid Bond

Amount: \$ 5%

### Proposed Contract Performance Bond Surety

If the bidder is awarded a construction contract on this bid, the Surety who will provide the Contract Performance Bond will be Liberty Mutual Insurance Company

Whose address is:

10 Street James Avenue  
Street  
Boston MA 02116  
City State Zip Code  
Phone: 800-457-0220

## DEPOSIT OR BID BOND FORM

### DEPOSIT STATEMENT

Herewith find deposit in the form of certified check or cashier's check in the amount of \$ \_\_\_\_\_, which amount is not less than five percent of the total bid.

SIGN HERE \_\_\_\_\_

\*\*\*\*\*

### BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, A-1 Landscaping and Construction, Inc., as Principal, and Liberty Mutual Insurance Company, as Surety, are held firmly bound unto the CITY OF LAKE STEVENS, Washington, as Oblige, in the penal sum of Five Percent (5%) of the Total Amount Bid Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

The condition of this obligation is such that, if the Oblige shall make any award to the Principal for 2018 Lundeen Park \*, according to the terms of the bid made by the Principal therefore, the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Oblige, or if the Principal shall, in case of failure to so do, pay and forfeit to the Oblige the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect, and the Surety shall forthwith pay and forfeit to the Oblige, as penalty and liquidated damages, the amount of this bond. \*Improvements, Project Number 18001

SIGNED, SEALED, AND DATED THIS 18th DAY OF April, 2018  
A-1 Landscaping and Construction, Inc.

Liberty Mutual Insurance Company

Principal Naeem Iqbal, President

Roger Kaltenbach, Attorney-in-Fact

Surety

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

Received return of deposit in the sum of \$ \_\_\_\_\_



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Guy Armfield; John Claeys; Scott Fisher; Deanna M. French; Elizabeth R. Hahn; Roger Kaltenbach; Ronald J. Lange; Andrew P. Larsen; Susan B. Larson; Scott McGilvray; Mindee L. Rankin; Jana M. Roy; Jill A. Wallace

all of the city of Bellevue, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of February, 2018.



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 21st day of February, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5** Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18 day of APRIL, 20 18.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

**A-1 Landscaping and Construction, Inc.**  
20607 State Route 9 SE § Snohomish, WA 98296-8316  
Phone: 425-402-9900 § Fax: 425-489-0222

**Project Management - Naeem Iqbal**

PROJECT NAME AND ADDRESS OF PROJECT	OWNER	ARCHITECT	CONTRACT AMOUNT	COMPLETION DATE
Tambark Creek Park 17217 35th Avenue S.E. Bothell, WA 98012	Snohomish County James Yap 425-388-6610	Snohomish County James Yap 425-388-6610	\$ 5,259,000.00	2013
Willis Tucker Community Park Phase 3A 6705 Puget Park Drive Snohomish, WA 98296	Snohomish County James Yap 425-388-6610	Snohomish County James Yap 425-388-6610	\$ 1,122,000.00	2013
Trolls Knoll Park Development 3605 Aurora Ave N Seattle, WA 98103	Seattle Parks and Recreation Jay Rood 206-733-9194	Harrison Design	\$386, 326.43	2016
Miners Corner 22903 45th ave SE Bothell WA 98102	Snohomish County Parks James Yap 425-388-6610	Snohomish County	\$ 2,784,653.00	2014
Cedar Way Elementary Pedestrian and Traffic Improvements 22222 39th Ave W Mountlake Terrace, WA	Edmonds School District Nick Chou 425-431-7161	Greene Gasaway	\$ 1,023,204.65	2016
Multi Use Synthetic Turf Baseball Fields #1 & #2 at Marymoor Park 6046 West Lake Sammamish Pkwy N. E. Redmond, WA 98052	King County KK Soi 206-263-7283	Bruce Dees & Associates Brian Patnode 253-627-7947	\$ 2,108,100.00	2009
Wilburton Hills Synthetic Soccer Field 12012 Main St Bellevue WA 98005	Bellevue Parks Department Scott Vander Hyden	Bruce Dees & Associates Bruce Dees 253-627-7947	\$826,091.00	2010

Prepared by:



Name: Naeem Iqbal

Title: President

Date: 04/18/18

Firm: A-1 Landscaping and Construction, Inc

# A-1 Landscaping and Construction, Inc.

## Equipment Owned

Attachment No. 2

Make	Model/Description	Year	Make	Model/Description	Year
Agri Metal	Tuff Vac 8000		Hitachi	EX55UR Mini Excavator	
Bobcat	T200 Crawler Skid Steer Loader	2001	Hyundai	140LC-7 Excavator	
Bobcat	T200 Crawler Skid Steer Loader	2002	Ingersoll Rand	DD25 Smooth Roller	
Bobcat	763 Skid Steer Loader	1996	John Deere	160LC Hydraulic Excavator	1999
Bobcat	863 Skid Steer Loader	2002	John Deere	210LE 4x4 Skip Loader	1999
Bobcat	863 Skid Steer Loader	2002	John Deere	450 with Winch	1987
Bobcat	3023 4x4 Trencher		John Deere	50C Mini Excavator	2004
Carelift	ZB10055 Telescopic Forklift	2000	John Deere	5310 Utility Truck	
Case	W1102D Vibratory Smooth Drum Compactor		John Deere	544GTC Integrated Tool Carrier	
Case	17C Long Reach Hydraulic Excavator		John Deere	644G Wheel Loader	
Case	580D Backhoe		John Deere	650 with Winch	1995
Caterpillar	312 Hydraulic Excavator	1996	John Deere	770A Motor Grader	
Caterpillar	315L Hydraulic Excavator		John Deere	870 4x4 Tractor	
Caterpillar	320L Hydraulic Excavator	1995	John Deere	892E LC Hydraulic Excavator	1996
Caterpillar	322BL Hydraulic Excavator		Kobelco	LK600 A Wheel Loader	
Caterpillar	330L Hydraulic Excavator		Komatsu	D37P-6 LGP Crawler Tractor	
Caterpillar	926 Rubber Tire Loader 'Pilla'	1985	Komatsu	PC220LC Hydraulic Excavator	
Caterpillar	963 Crawler Loader		Komatsu	PC220LC-6 Hydraulic Excavator	
Caterpillar	D3C LGP Crawler Tractor		Komatsu	PC75UU-2 Mini Excavator	
Caterpillar	D8N Crawler Tractor	1995	Komatsu	PC75UU-2 Mini Excavator	
Caterpillar	D5H-LGP Series II Crawler Tractor	1994	Komatsu	PC75UU-2 Mini Excavator (green)	1995
Cleveland	JS36 Trencher		Link-Belt	1600 Hydraulic Excavator	
Cleveland	JS36 Trencher		Mauldin	1450 Roller	
Ditchwitch	1030H Trencher		Morooka	MST2300 Crawler Dumper	
Ditchwitch	3500 Ride On Trencher		Morooka	MST2500 All Terrain Vehicle	
Ditchwitch	3500 Ride On Trencher		Moxy	6200 S 6x6 Dump Truck	1980
Ditchwitch	1020 Walk Behind Trencher		Moxy	6227B 6x6 Articulating Dump	
Ditchwitch	1330H Walk Behind Trencher	2003	Moxy	7235B 6x6 Articulated Dump	
Ditchwitch	1330H Walk Behind Trencher	2003	Moxy	MT30 Articulating Dump	
Ditchwitch	3700 Ride On Trencher		New Holland	TWS 4WD Tractor	
Ditchwitch	S1A Single Axle Trailer 101		Olathe	867 TG Portable Tub Grinder	
Ditchwitch	S1A Single Axle Trailer 103		Puckett Brothers	510D Motor Grader	
Dynapac	CA152 Vibratory Roller	1999	ReTech	723A Trommel Wash Plant	
Dynapac	CA25D Roller Compactor		Smithco	Sweepstar 60	
Dynapac	CA25PD Vibratory Padfoot Roller		Spectra Prec	DG511 Pipe Laser	
Dynapac	CC102 Double Drum Roller		Spectra Prec	Dialgrade Pipe Laser	
Gehl	DL8H 8,000lb 4x4x4 Forklift	2001	Takeuchi	TB175 Mini Excavator	2000
Geotop	GL3 Laser w/ Rec		Takeuchi	TL140 Crawler Skid Loader	2006
Geotop	GL3 Laser w/ Rec		Takeuchi	TL150 Crawler	2002
Geotop	GL3 Laser w/ Rec		Vermeer	T600D Trencher	
Geotop	GL3 Laser w/ Rec		Vermeer	T600D Trencher	
Gravely	Pro Pac 1050 Vacuum		Vermeer	T450 Trencher	
Hitachi	EX200LC Hydraulic Excavator		Vermeer	LRC25 Hydraulic Conveyor Trencher	
Hitachi	EX400 HLC-3 Hydraulic Excavator		Volvo	L180 Wheel Loader	
Hitachi	EX55UR Mini Excavator	1995	WilliamsScot	Mobile Office Trailer 36x10	

Note: All Equipment are held in Snohomish, WA



City of Lake Stevens  
**2018 Lundeen Park**  
**BID TABULATION**  
Date Prepared:  
Engineer's Estimate:

Prepared by: Aaron Halverson, Capital Projects Coordinator  
Checked by: Amanda Wells, Public Works  
4/18/2018  
\$ 510,000.00

	Unit	Qty.	A-1 Landscape and Construction, Inc.	Allied Construction	Matia Contractors, Inc.	PNW Civil, Inc.	Trinity Contractors, Inc.
Base Bid	LS	1	\$ 630,590.00	\$ 708,000.00	\$ 847,100.00	\$ 748,000.00	\$ 655,634.60
Sales Tax			\$ 56,122.51	\$ 63,012.00	\$ 75,391.90	\$ 66,572.00	\$ 58,351.48
Total Base Bid			\$ 686,712.51	\$ 771,012.00	\$ 922,491.90	\$ 814,572.00	\$ 713,986.08
Bid Alternate 1 - Sod	LS	1	\$ 38,948.00	\$ 29,000.00	\$ 54,920.00	\$ 37,500.00	\$ 32,835.60
Sales Tax			\$ 3,466.37	\$ 2,581.00	\$ 4,887.88	\$ 3,337.50	\$ 2,922.37
Total Alternate 1			\$ 42,414.37	\$ 31,581.00	\$ 59,807.88	\$ 40,837.50	\$ 35,757.97
Base Bid + Alternate 1			\$ 729,126.88	\$ 802,593.00	\$ 982,299.78	\$ 855,409.50	\$ 749,744.05
Bid Alternate 2 - Island/Entry Plantings	LS	1	\$ 26,909.00	\$ 23,000.00	\$ 23,540.00	\$ 25,500.00	\$ 90,000.00
Sales Tax			\$ 2,394.90	\$ 2,047.00	\$ 2,095.06	\$ 2,269.50	\$ 8,010.00
Total Alternate 2			\$ 29,303.90	\$ 25,047.00	\$ 25,635.06	\$ 27,769.50	\$ 98,010.00
Base Bid + Alternates 1, 2			\$ 758,430.78	\$ 827,640.00	\$ 1,007,934.84	\$ 883,179.00	\$ 847,754.05
Bid Alternate 3 - Rail Fencing	LS	1	\$ 19,230.00	\$ 15,000.00	\$ 14,900.00	\$ 22,500.00	\$ 20,000.00
Sales Tax			\$ 1,711.47	\$ 1,335.00	\$ 1,326.10	\$ 2,002.50	\$ 1,780.00
Total Alternate 3			\$ 20,941.47	\$ 16,335.00	\$ 16,226.10	\$ 24,502.50	\$ 21,780.00
Base Bid + Alternates 1,2,3			\$ 779,372.25	\$ 843,975.00	\$ 1,024,160.94	\$ 907,681.50	\$ 869,534.05
Bid Alternate 4 - New Swing Structure	LS	1	\$ 7,989.00	\$ 8,000.00	\$ 15,280.00	\$ 6,200.00	\$ 7,000.00
Sales Tax			\$ 711.02	\$ 712.00	\$ 1,359.92	\$ 551.80	\$ 623.00
Total Alternate 4			\$ 8,700.02	\$ 8,712.00	\$ 16,639.92	\$ 6,751.80	\$ 7,623.00
Base Bid + Alternates 1,2,3,4			\$ 788,072.27	\$ 852,687.00	\$ 1,040,800.86	\$ 914,433.30	\$ 877,157.05





LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Date:** **Agenda** 24<sup>th</sup> April 2018

**Subject:** Main Street Improvements 16<sup>th</sup> to 20<sup>th</sup> – Design Authorization

<b>Contact</b>	Amanda Wells, Public Works	<b>Budget</b>	\$730,000.00
<b>Person/Department:</b>		<b>Impact:</b>	

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the Mayor to execute a Professional Services Agreement with KPG, P.S. to design the Main Street Improvements project in the amount of \$719,214.00 with a management reserve of \$10,786.00.

**SUMMARY/BACKGROUND:** The Main Street Improvements project provides design, engineering, permitting, and right of way acquisition, for construction of full street improvements in downtown Lake Stevens. The project limits are from 16<sup>th</sup> Street NE to 20<sup>th</sup> Street NE. This project is identified as a key component of the City's recent Downtown Subarea Plan. The design of the roadway will be integrated into the North Cove Park Master Plan.

The Main Street Improvement project was identified as a priority project by the City Council. KPG has been an integrate part of the City-wide beautification plan and has shown impressive understanding of the City's vision for Downtown revitalization, which is embodied in their Downtown Design submittal. The design provided by KPG, P.S. will provide a construction bid ready document including, but not limited to plans and specifications. The management reserve is to allow staff the ability to address changes administratively to keep the project on task.

The City has been awarded a direct appropriation grant from Commerce Community Capital Facilities in which funds are available on a reimbursement basis upon being incurred and paid. The immediate expenditure to be allocated from Traffic Mitigation fund in lieu of grant reimbursement.

**APPLICABLE CITY POLICIES:** n/a

**BUDGET IMPACT:** \$730,000.00 Traffic Mitigation

**ATTACHMENTS:**

- ▶ Exhibit A: PSA
- ▶ Exhibit B: Scope & Fee
- ▶ Exhibit C: Decision Matrix

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

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

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

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with consultant services regarding Short General Description of 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 upon execution of this agreement by all parties and shall terminate at midnight, December 31, 2019. The parties may extend the term of this Agreement by written mutual agreement.

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

**III.5 EMPLOYMENT.**

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

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

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

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

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

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

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

### III.6 INDEMNITY.

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

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

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

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

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

### III.7 INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

k. **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 \_\_\_\_:

---

---

---

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 \$719,214.00 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:**

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

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

KPG, P.S.

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

By: \_\_\_\_\_  
\_\_\_\_\_  
*Printed Name and Title*

Approved as to Form:

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

**Exhibit A**  
**Scope of Services**



# Welcoming Identity Community Sustainable Inviting Place Placemaking

Statement of Qualifications:

## City of Lake Stevens

## Main Street Improvements: 16th to 20th

February 28, 2018



**Friendly**  
activated Vibrant  
**Destination**  
Comfortable  
green design

**KPG**  
**Main Street  
Designers**

3131 Elliott Avenue, Suite 400  
Seattle, WA 98121  
P | 206.286.1640  
[www.kpg.com](http://www.kpg.com)



3131 Elliott Avenue, Suite 400  
Seattle, WA 98121  
P | 206.286.1640  
[www.kpg.com](http://www.kpg.com)

February 28, 2018

City of Lake Stevens  
Cory Nau, Engineer Technician  
1820 Main Street  
Lake Stevens, WA 98258

Re: Main Street RFQ

Dear Cory,

We are enthusiastic about the opportunity to submit our qualifications for the City of Lake Stevens Main Street project.

KPG is an interdisciplinary design company whose focus is the design and improvement of municipal roadway and infrastructure projects. Our expertise is engineering streets that result in great community places. Placemaking is a key aspect to the design of the Main Street project. We bring a select team of engineers, landscape architects and urban designers who specialize in Main Street design and quality placemaking.

The Lake Stevens Main Street Improvements Project will require an experienced and integrated design team to balance and address all the needs of the project. We believe the KPG Team is the right fit for this project for the following reasons:

***We know all about Main Street Design!***

KPG has designed and managed the construction of many award winning Main Streets and shared use trails, for town centers around Puget Sound, including: Duvall's Main Street, Langley's Second Street, Burien's SW 152nd Street, Snoqualmie's Railroad Avenue, Auburn's Division Street, Redmond's Cleveland Street, Shoreline's 15th Avenue, and Mercer Island's 78th Avenue. Our projects reflect the character and values of each community and they have become an important destination, retail and event place for each city. Designing and improving community Main Streets is what we passionately do!

***Our Team is Interdisciplinary!***

KPG was formed for this type of project; a project that demands seamless interdisciplinary coordination. Our design professionals include: roadway and stormwater engineers, traffic engineers, surveyors, urban designers, landscape architects, public involvement facilitators, and construction managers. We have augmented our core team with Landau Associates for geotechnical and environmental permitting, Contract Land Staff for right of way, and Bright Engineering for any structural needs.

***We Implement Great Street design!***

Our focus is on putting together a complete set of plans, specifications, and estimates (PS&E) that reflect a community's placemaking and multimodal goals, and assure they are fully constructible. We are well-versed in all aspects of the design process including aerial utility undergrounding, stormwater requirements, federal funding requirements, environmental documentation, funding agency coordination, and grant funding assistance. We design to WSDOT LAG Manual standards. We are known by our clients for our successful design and teamwork approach - and most importantly we get it done on time and within budget!

We believe the KPG Team, with our extensive experience and success in creating innovative and safe streets, our ability in facilitating community outreach and implementing design visions in an expeditious manner, will provide you with a successful Main Street design. We sincerely appreciate the opportunity to assist the City of Lake Stevens and its residents in the development of this important project.

Sincerely,

A handwritten signature in black ink that reads "Paul R Fuesel".

Paul Fuesel, PLA  
Co-Project Manager  
206.267.1041  
[fuesel@kpg.com](mailto:fuesel@kpg.com)

A handwritten signature in black ink that reads "Olivia Paraschiv".

Olivia Paraschiv, PE  
Co-Project Manager  
206.267.1060  
[olivia@kpg.com](mailto:olivia@kpg.com)



## 1. KPG PROJECT TEAM

### Main Street Project Team Organization

We have selected an interdisciplinary team of professionals with both the exact experience to ensure the successful completion of the Main Street Improvements design and construction management. All of these team members have worked together over the past 10 years on similar Main Street projects. This team is currently available for the duration of the project.





## KPG FIRM PROFILE www.kpg.com

KPG specializes in placemaking, street, and infrastructure projects for local municipalities. KPG was founded in 1990 by an Engineer, Architect and Landscape Architect who understood that an integrated design team was key in designing quality public projects. We have grown to be an integrated team of civil engineers, landscape architects, multimodal designers, traffic engineers, urban designers, surveyors, and construction management professionals, who design and assist in the construction of all types of municipal streets, trails, and parks projects. Our focus is on town center infrastructure projects that help revitalize local cities as they plan and develop into more urban, mixed-use, pedestrian-friendly places. We truly understand community desires to preserve and strengthen their character while providing room for growth.

### Signature Street Design

KPG has become well known for our signature street and main street improvement projects. Our interdisciplinary team works with clients to integrate their ideas and vision and enhance their existing infrastructure in a way that supports the economic vitality of each community's downtown core. Our team is highly experienced in translating, clarifying and implementing a community's subarea plan vision into a unique quality project. We provide for every aspect of the design from public outreach to funding assistance, to create truly signature street improvements for each city.

### Multimodal & Shared Use Trails

KPG is thoroughly experienced in designing and incorporating pedestrian and bike facilities into roadway and open space projects. We recognize complete street goals and the complexity of providing safe and functional facilities for all user groups within the right of way. Many of our street and park projects have integrated shared use trails and promenade sidewalks that provide for daily access as well as occasional community events and festivals. KPG has worked with many local agencies to create shared use trails, and ADA facilities. The technical expertise of our landscape and urban designers, traffic engineers and transportation planners, combined with our placemaking abilities for the design of bicycle and multimodal facilities, is what makes KPG unique. Our engineering designs are influenced by our landscape architects and urban designers, fine-tuned by our traffic engineers and planners, and then vetted for constructability by our construction management group.



### KPG Main Street Projects & Multimodal / Shared Use Path Projects designed and constructed in the following Cities:

- Burien: 152nd St, Town Square
- Renton: 2nd/Main, Rainier Ave
- Duvall: Main St (2 phs), Stephens
- Tacoma: 38th St. (Lincoln District)
- Snoqualmie: Railroad Ave/Trail
- Redmond: RCC Trail, Cleveland St., Bear Creek Parkway, 161st
- Auburn: Division St.
- Des Moines: 216th St.
- Issaquah: Rainier Trail
- Bellevue: Old Main St Enatai Trail, MTS Trail
- Maple Valley: Witte Rd & Trail
- Bothell: SR 522 Gateway
- Langley: 2nd St.
- Shoreline: 15th Ave (NC District)
- Mountlake Terrace: 236th
- Mill Creek: Dumas Road/Trail
- Shelton: Railroad Ave. Plan
- Eatonville: Washington Avenue
- Mercer Island: 78th St.
- Edgewood: Meridian Ave/Trail
- Kirkland: CKC Trail
- Yelm: Prairie Line Trail
- Skykomish: Railroad Ave, Trail
- Pasco: Lewis St (design)
- Lynnwood: 42nd (design)
- Lakewood: Motor Ave (design)
- Olympia: Franklin, Legion St. (design)
- Fife: City Center Plan
- Milton: Milton Districts Vision

### KPG MAIN STREET SERVICES

Project Management	Transpor Planning	Stormwater	Wayfinding	Const. Management
Visioning	Complete Streets	LID Treatments	Gateways	Public Involvement
Civil Engineering	ADA	Shared Use Path	Irrigation/Planting	Architecture
Traffic Engineering	Aerial Undergrounding	Streetscape	Water/Sewer Utilities	Survey



## 1. PROJECT TEAM EXPERIENCE WITH SIMILAR PROJECTS

### Railroad Avenue “Main Street” Improvements, Historic Snoqualmie

KPG served as the prime consultant and provided final design plans, specifications, and cost estimate (P,S&E) for Railroad Avenue (SR 202) in Downtown Snoqualmie.

**The construction cost for this project was \$6.8M (two phases).**

**References are found after these project examples.**

*KPG team members included: Paul Fuesel, Co-Project Manager; Olivia Paraschiv, Co-Project Manager/ Roadway Engineer; Elizabeth Gibson, Landscape Architect; Coreen Schmidt, Multimodal/Trails; Phuong Nguyen, Wayfinding; Kirk Smith, Stormwater/ Water/Sewer; Mike Bowen, Survey; Jan Ciganik, Illumination; Nelson Davis, QA/QC.*

#### Project Elements

- 12' sidewalks and 12' shared use path, meeting ADA/MEF
- Streetscape: created standards, decorative railings, custom decorative pavement & street furniture, street trees, tree grates, crosswalks and mid block crosswalk, public art, and boardwalk
- Community engagement: Citizen advisory group facilitation, council presentations, public drop in meetings and property and business owner one-on-one meetings
- Gateways, mini-plazas, wayfinding/kiosks
- Decorative pedestrian street lighting
- New stormwater, sewer, water and aerial utility undergrounding
- WSDOT channelization plan coordination and approval
- Transit/bicycle multimodal facilities
- Storefront building interface and on-street parking
- Assisted with grant funding applications
- Federally funded, followed LAG Manual
- Construction management by KPG (Phase 1)





## 1. PROJECT TEAM EXPERIENCE WITH SIMILAR PROJECTS

### Second Street "Main Street" Improvements, Downtown Langley

KPG served as the prime consultant and provided final design PS&E for Second Street in Downtown Langley.

**The construction cost for this project was \$1.9M.**

**References are found after these project examples.**

*KPG team members included: Paul Fuesel, Co-Project Manager; Olivia Paraschiv, Co-Project Manager/Roadway Engineer; Elizabeth Gibson, Landscape Architect; Coreen Schmidt, Multimodal/Trails; Phuong Nguyen, Wayfinding; Kirk Smith, Stormwater; Nelle Alexander, utilities; Mike Bowen, Survey; Jan Ciganik, Traffic Signals/Illumination.*

#### Project Elements

- Widened sidewalks, meeting ADA/MEF
- Streetscape: created standards, custom decorative pavers and scored concrete, custom street furniture, street trees, crosswalks, and public art
- Curbless raised street section, scored concrete plaza street
- Storefront building interface and on-street parking
- Community engagement: multi-day design charette and walkabout, council presentations, public drop-in meetings, and property and business owner one-on-one meetings
- Wayfinding and integrated public art
- Planter pots, movable furniture
- New stormwater and water line
- Rain gardens/LID/GSI
- Construction management and inspection

**Excellence on Main Street  
Awards from Community  
Partnership and Special  
Project for Monsters on  
Machines**



*"Langley's Second Street Dance - one of the city's new premier events was set in motion... Between 400 and 500 dancers attended in July...It's a great use for the space," Callahan McVay, Second Street Dance subcommittee. "It's kind of what it was built for — public usage."*



## 1. PROJECT TEAM EXPERIENCE WITH SIMILAR PROJECTS

### Main Street Improvements (SR 203), Downtown Duvall

KPG served as the prime consultant and provided final design PS&E for Main Street (SR 203) (2 phases) in Historic Duvall.

**The construction cost for this project was \$7.5M.**

**References are found after these project examples.**

KPG team members included: Paul Fuesel, Co-Project Manager; Olivia Paraschiv, Co-Project Manager/Engineer; Elizabeth Gibson, Landscape Architect; Coreen Schmidt, Multimodal/Trails; Phuong Nguyen, Wayfinding; Kirk Smith, Stormwater; Nelle Alexander, Aerial Undergrounding; Mike Bowen, Survey; Jan Ciganik, Traffic Signals/Illumination; Nelson Davis, QA/QC; Allen Prouty, Construction Management

#### Project Elements

- 12' sidewalks and 10' shared use path meeting ADA/MEF
- Streetscape: created standards, custom decorative pedestrian railings, custom decorative pavement and street furniture, street trees, tree grates, concrete crosswalks, over street banner poles, and integrated public art
- Community engagement: citizen advisory group facilitation, council presentations, public drop in meetings, and property and business owner one-on-one meetings
- Downtown and Centennial gateways, mini-plazas, wayfinding/kiosk
- Decorative pedestrian street lighting
- Sewer, water, stormwater with aerial utility undergrounding
- Transit/bicycle multimodal facilities
- Storefront building interface and street parking
- Assisted with grant funding applications
- Federally funded, followed LAG Manual



APWA Project of the Year Award  
(Washington Chapter)

Washington State's Main Street Program  
Outstanding Design Award



## 1. PROJECT TEAM EXPERIENCE WITH SIMILAR PROJECTS

### SW 152nd Street “Main Street”, Downtown Burien

KPG served as the prime consultant and provided final design PS&E for SW 152nd “Main Street” in Downtown Burien.

**The construction cost for this project was \$4.6M.**

**References are found after these project examples.**

*KPG team members included: Paul Fuesel, Project Manager; Olivia Paraschiv, Project Engineer; Elizabeth Gibson, Landscape Architect; Coreen Schmidt, Multimodal/Trails; Phuong Nguyen, Wayfinding; Kirk Smith, Stormwater; Mike Bowen, Survey; Jan Ciganik, Traffic Signals/Illumination; Nelson Davis, QA/QC*

#### Project Elements

- 14.5' Sidewalks, meeting ADA/MEF
- Streetscape: created standards, decorative planter and pedestrian railings, custom decorative pavement & street furniture, street trees, tree grates, crosswalks, and public art
- Community engagement: citizen advisory group facilitation, council presentations, public drop-in meetings, team charrettes, and property and business owner one-on-one meetings
- Gateway arch, Olde Burien signs, mini-plazas, wayfinding/kiosks
- Road diet (from 4 to 2 lanes)
- Decorative traffic signals & pedestrian street lighting
- Rain gardens/LID/GSI (Town Square Phase)
- New stormwater, sewer, water, aerial utility undergrounding
- Transit multimodal facilities
- On-street angle/parallel parking and storefront building interface
- Assisted with grant funding applications
- State funded, followed I AG Manual

APWA Project of the Year Award  
(Washington Chapter)

Excellence in Downtown  
Revitalization Award from the  
Washington State Department  
of Trade and Economic Development





## 1. PROJECT TEAM EXPERIENCE WITH SIMILAR PROJECTS

### Cleveland Street "Main Street", Downtown Redmond

KPG served as the prime consultant and provided final design PS&E for Cleveland Street "Main Street" in Downtown Redmond.

**The construction cost for this project was \$5M.**

**References are found after these project examples.**

KPG team members included: Paul Fuesel, Urban Designer; Olivia Paraschiv, Project Engineer; Elizabeth Gibson, Landscape Architect; Coreen Schmidt, Multimodal/Trails; Phuong Nguyen, Wayfinding; Kirk Smith, Stormwater; Nelle Alexander, Aerial Undergrounding; Mike Bowen, Survey; Jan Ciganik, Traffic Signals/Illumination; Nelson Davis, QA/QC

#### Project Elements

- 14.5' sidewalks, RCC trail, meeting ADA/MEF
- Streetscape: created standards, decorative planter and pedestrian railings, custom decorative pavement & street furniture, street trees, tree grates, crosswalks and mid block crosswalk, public art
- Community engagement: Council presentations, public drop-in meetings, team charrettes, and property and business owner one-on-one meetings
- Gateways, mini-plazas, wayfinding/kiosks
- Decorative traffic signals, pedestrian street lighting, custom catenary lighting
- Rain gardens/LID/GSI (161st Avenue Phase)
- Aerial utility undergrounding
- Transit/bicycle multi-modal facilities
- Curbless raised scored concrete street with on-street parking
- New stormwater, sewer, water
- Storefront building interface
- Assisted with grant funding applications
- Federally funded, followed LAG Manual
- Construction management team by KPG





## 1. PROJECT TEAM EXPERIENCE WITH SIMILAR PROJECTS

### Division Street "Main Street", Downtown Auburn

KPG served as the prime consultant and provided final design PS&E for Division Street "Main Street" in Downtown Auburn.

**The construction cost for this project was \$4.5M.**

**References are found after these project examples.**

*KPG team members included: Paul Fuesel, Co-Project Manager; Olivia Paraschiv, Project Roadway Engineer; Elizabeth Gibson, Landscape Architect; Coreen Schmidt, Multimodal/Trails; Phuong Nguyen, Wayfinding; Kirk Smith, Stormwater; Mike Bowen, Survey; Jan Ciganik, Traffic Signals/Illumination.*

#### Project Elements

- 12' sidewalks, meeting ADA/MEF
- Streetscape: created standards, decorative planters, custom decorative pavement & street furniture, street trees, tree grates, crosswalks and public art, and boardwalk
- Raised curbless street with decorative scored concrete
- Community engagement: Council presentations, public drop in meetings, team charrettes, and property and business owner one-on-one meetings
- Gateways, mini-plazas, wayfinding/kiosks
- Decorative traffic signals & pedestrian street lighting
- Porous concrete/LID/GSI with roadway reservoir
- Franchise utilities coordination
- On-street parking and storefront building interface
- New stormwater, sewer, water
- Assisted with grant funding applications
- Federally funded (EDA), followed LAG Manual



Greenroads Certified Bronze



## 1. PROJECT TEAM EXPERIENCE WITH SIMILAR PROJECTS



### Project References

We are pleased to provide the following references for KPG Main Street project experience:

#### City of Duvall, WA

##### *Main Street (SR 203)*

Shaun Tozer, City of Duvall  
Project Manager  
425.939.8046  
shaun.tozer@duvallwa.gov

#### City of Burien, WA

##### *SW 152nd Street "Main Street"*

Maiya Andrews, City of Burien  
Public Works Director  
206.248.5521  
maiya@burienwa.gov

#### City of Redmond, WA

##### *Cleveland Street "Main Street"*

Lisa Singer, PE, City of Redmond  
Project Manager  
425.556.2723  
lsinger@redmond.gov

#### City of Snoqualmie, WA

##### *Railroad Avenue "Main Street" (SR 202)*

Dan Marcinko, City of Snoqualmie  
Public Works Director  
425.831.4919 ext 1135  
dmarcinko@ci.snoqualmie.wa.us

#### City of Auburn, WA

##### *Division Street "Main Street"*

Ryan Vondrak, PE, City of Auburn  
Project Engineer  
253.931.3053  
rvondrak@auburnwa.gov

#### City of Langley, WA

##### *Second Street "Main Street"*

Fred McCarthy, City of Langley  
Former Mayor  
206.819.5884  
greenlake3@comcast.net



## 2. PROJECT TEAM APPROACH

### Main Street Improvements Approach

Main Street projects are a unique type of project that require a more fine-tuned approach because of the range of stakeholder desires. These project types as key public projects include the interests of the public, private property and business owners, quality streetscape/open space advocates, pedestrian and bicycle advocates, city branding advocates, transit agencies, City and private franchise utilities, funding agency oversight, City staff and City Council. Each stakeholder group has specific desires, concerns and process. We are very successful in working with each stakeholder group for each aspect of the project because of our interdisciplinary co-project management approach.



#### PROJECT EXPERIENCE SIMILAR TO MAIN STREET

	Railroad Avenue, Snoqualmie	Second Street, Langley	Main Street, Duvall	Cleveland Street, Redmond	152nd Street, Burien	Division Street, Auburn
Project Management of Main Street Projects	✓	✓	✓	✓	✓	✓
Preliminary Design and Final Design PS&E	✓	✓	✓	✓	✓	✓
Federal Funding/LAG Manual	✓	✓	✓			✓
Survey/Geotechnical	✓	✓	✓			✓
Main Street/Multimodal/Complete Streets	✓	✓	✓	✓	✓	✓
Shared Use Trail/Promenade Sidewalks	✓		✓			
Curbless Streets/Raised Intersection Design		✓		✓		✓
Decorative Custom Street/Pedestrian Lighting	✓		✓	✓	✓	✓
Streetscape Design: street trees, tree grates, etc.	✓	✓	✓	✓	✓	✓
Banner/District Signing and Branding	✓		✓	✓	✓	✓
Custom Lighting/Catenary/Uplighting Design	✓	✓	✓	✓	✓	
Custom Streetscape Furniture	✓	✓	✓	✓	✓	✓
Decorative Pavement	✓	✓	✓	✓	✓	✓
Landscape and Irrigation	✓	✓	✓	✓	✓	✓
ADA/Ramps	✓	✓	✓	✓	✓	✓
Stormwater/LID/GSI	✓	✓	✓	✓		✓
Stream/Fish Passage			✓			
Water/Sewer	✓	✓	✓			✓
Aerial Utility Undergrounding	✓		✓			✓
SEPA/NEPA/Environmental Documentation	✓	✓	✓			
Cost Estimating	✓	✓	✓	✓	✓	✓
Inspection Services/Weekly Construction Meetings	✓	✓	✓			
As-Built Preparation	✓	✓	✓	✓	✓	✓
Grant Funding Assistance	✓		✓			





## 2. PROJECT TEAM APPROACH

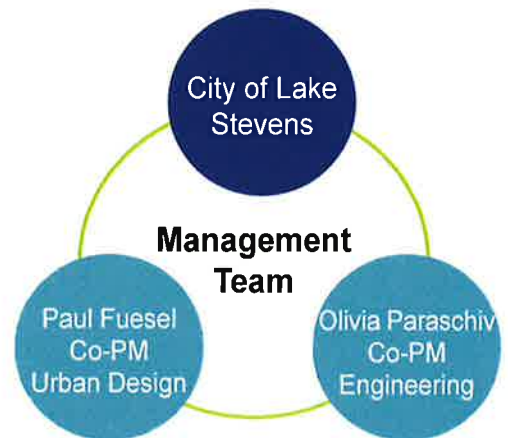
### Firm Partnering Philosophy and Project Delivery Success

KPG's success on projects is a result of developing a partnering atmosphere with City staff, citizens, and related agencies throughout the project development process. We accomplish this by working with stakeholders to develop a mutual understanding of the project goals and implementation steps. Early identification of the key players and regular, consistent communication is essential in combination with the development and implementation of an all-encompassing Project Management Plan (PMP). We will develop a PMP for the Lake Stevens Main Street project tailored to the resources, schedule, budget, and technical and policy commitments when we verify them. Over the past 20 years, KPG has completed 95% of our projects on time and within budget. This success rate is a direct result of our partnering philosophy.



### Co-Project Management

A successful main street project requires seamless collaboration between engineering and urban design. Projects weighted towards engineering can become lifeless, and projects only centered on urban design can lose functionality. We provide a co-project management approach that assures a successful balance. Our Co-Project Managers are Paul Fuesel, PLA and Olivia Paraschiv, PE and they have been working together for over 15 years on main street and festival street projects. Olivia will lead Surveying, Engineering, Roadway, Utilities, Environmental Documentation and ROW. Paul will lead Urban Design, Streetscape, Multimodal, Public Involvement, Stakeholder Involvement, and working with City Departments and Agencies. Paul will be the primary contact with the City. Both Olivia and Paul understand each other's leadership roles and fully address every aspect of the project.



### Federalizing the Project

The City is seeking outside grants for the construction phase of the project. We will follow the WSDOT Local Agency Guidelines (LAG) Manual and proceed with preparation of plans, specifications, and cost estimates to meet Federal and State funding guidelines. We routinely follow Federal guidelines.

**A Successful Main Street Design must reflect a balance between Engineering and Urban Design**

### Survey and Mapping

The project corridor consists of 24 parcels with a mixture of commercial, civic, residential, and open space land uses. Our goal is to provide survey limits that are broad enough to design accessible driveway grades and provide appropriate restoration to yards, parking lots, and site features. We create survey basemaps that are thorough and suitable for the precise grading design that main streets especially require. Survey points must consider enough elevations to ensure connections to door thresholds are maintained. The survey team will call for utility locates prior to the field mapping effort and ensure that public and private utilities are represented in the basemap. This task will identify the existing features of the roadway so that new improvements can be placed with minimal conflict. An accurate basemap is crucial because it serves as the foundation of the engineering design. We will also establish the right-of-way lines within the project limits to ensure that all proposed improvements are built within the public right-of-way, or determine if new acquisitions or easements are needed.

### Validate the Vision / Preliminary Design

The City has identified the desired typical road cross sections within the project limits. Upon completion of the survey, we will lay out these preliminary cross sections in CADD to confirm fit within the right of way, roadway alignment, locations of on-street parking, crosswalk locations, and we will review impacts to private properties and fine tune the original cross sections if needed. We





## 2. PROJECT TEAM APPROACH

will identify site restoration issues, which may include private signs, utility connections, grades, connection to door thresholds, parking lot modifications, and other issues. This preliminary design layout is used for initial construction cost estimating and both engineering review and urban design review, to look at placemaking elements and multimodal use and confirm the goals of the project. This is essential because typical vision and subarea plans usually do not account for all the specific existing conditions within the projects limits.

### Geotechnical Investigation

Geotechnical investigations will be conducted to determine pavement depths and suitability of existing subgrade. From this data, Landau Associates will generate a geotechnical report that will address pavement design, utility trenching, wall design, and illumination pole foundation design.

### Environmental Documentation

Landau Associates will be completing the environmental documentation for the project. The City maps wetland areas on both sides of Main Street north of 16th Street NE. If impacts occur to the wetland areas, we would propose to purchase wetland mitigation bank credits for compensation of impacts. Use of bank credits may help streamline the permitting process as we would not need to develop our own on, or offsite, mitigation plan and eliminates any obligation for the City to monitor any mitigation developed as part of the project.

Also, in reviewing the City's Shoreline Master Program, the wetland located north of 16th Street NE and west of Main Street is identified as part of the shoreline jurisdiction (an associated wetland of the lake). The Request for Proposal (RFP) identifies widening of the right of way to the west but the figures associated with the RFP do not include the area of Main Street between 16th Street NE and 17th Place NE. If widening is to occur within this area, the proposed multi use trail will likely need to be a boardwalk section through the wetland.

The anticipated environmental documentation and permits listed below assumes that the project will have wetland impacts, but that the crossing of the stream will not require any modifications, shoreline permit, and right of way acquisition.

#### Documentation:

- SEPA Checklist
- Wetland/Waterway Critical Areas Report
- Joint Aquatic Resources Permit Application
- WSDOT NEPA Categorical Exclusion Form
- Biological Assessment
- Cultural Resources Assessment
- Hazardous Materials Screening Level Assessment
- Shoreline Conditional Use Application

#### Permits:

- SEPA determination (anticipated DNS or MDNS) - City
- Section 404 Nationwide Permit – US Army Corps of Engineers
- NEPA Categorical Exclusion – WSDOT/FHWA
- Shoreline Conditional Use Permit - City

### Right of Way Process (as needed)

Right-of-Way (ROW) needs will be determined based upon roadway layout on surveyed basemaps. Faith Roland with Contract Land Staff (CLS) will lead the right of way plan approvals and acquisitions. Faith has teamed with KPG to successfully complete acquisition and certification in accordance with FHWA



## 2. PROJECT TEAM APPROACH

funding requirements for over 100 parcels in the past 5 years.

### Undergrounding of Aerial Facilities and Franchise Utility Coordination

KPG has extensive experience in undergrounding aerial utilities, franchise utility coordination, and joint utility trench (JUT) design on Main Street projects. We have developed joint utility plans and specifications with numerous Main Street and arterial projects in Mountlake Terrace, Snoqualmie, Duvall, Maple Valley, Burien, Redmond, Shoreline and Renton. We managed the process with Snohomish County PUD for the undergrounding design of 236th Street and 56th Avenue for the City of Mountlake Terrace, including setting up standards for the Town Center District, coordinating the design and review process.

It is important to begin coordination with franchises early in the design process and that the communication is continued throughout the duration of the project. KPG will develop a JUT plan, identify the terminal poles and provide this information to the franchises at the 30% submittal so they can develop their draft designs. We review their conduit layouts and locations for vaults, transformers, handholes, and other equipment to make sure they are properly located in consideration of other streetscape and utility improvements. We incorporate the franchise designs into the roadway plans so the contractor can easily see the overall JUT plan in relation to the other improvements.

### Street Lighting

Street lighting and pedestrian level lighting will be analyzed and laid out using AGI32 software. KPG has the most local experience with municipal LED street lighting design and will utilize this experience to develop a cost effective system for Lake Stevens. The desire is to create a safe and inviting ambiance that does not overwhelm the corridor with too much light, or create a dark uninviting appearance. We also have extensive experience with design of City-owned spare conduit systems.

### Stormwater Design

We begin the stormwater design by confirming flow control and water quality requirements per the Department of Ecology's 2014 Stormwater Management Manual for Western Washington, and develop a storm drainage design that is appropriate for the corridor. We will investigate opportunities for placing low impact development (LID) facilities where appropriate along the corridor and based on the recommendations from the geotechnical investigation.

### Sewer and Water Design

KPG will coordinate with the City's sewer and water departments to incorporate utility improvements needed within the Main Street project. For purposes of utility design, we will identify potential underground utility conflicts and assess the need for potholing of existing utilities.

### Streetscape and Placemaking (Beautification Plan)

KPG has designed and constructed many Main Street type projects. As part of creating a more pedestrian friendly place, we are also experts in shared-use/multimodal/complete street design, applying current concepts and thinking to commercial Main Streets. We focus on providing customer access to storefronts via site parking, on street parking, and pedestrian sidewalk access. Our goal is also to create functional projects that are also enjoyable destinations!

We recognize the street space has to accommodate more than vehicles, pedestrians, and urban design features. We program street use for farmer's



### KPG Undergrounding for Main Streets and Arterial Project Experience:

#### Cities include:

- Mountlake Terrace
- Maple Valley
- Burien
- Renton
- Des Moines
- Duvall
- Snoqualmie
- Tacoma
- Issaquah
- Bellevue
- Bothell
- Langley
- Shoreline
- Auburn
- Mercer Island
- Fife
- Edgewood
- Yelm
- Clyde Hill
- Kirkland
- Federal Way



## 2. PROJECT TEAM APPROACH

markets, festivals, concerts and other activities. We know the City uses Main Street and adjacent properties for community events, and so it is important that the Main Street design allows for flexible use. We confirm that programmed activities can be accommodated with each design.

As municipal designers, KPG's focus is to provide appropriate engineering and distinctive streetscape design for each type of street corridor. We will implement aesthetic treatments in accordance with the City's development plan and the adopted sidewalk guidelines. Currently our Landscape Architecture team is assisting the City on the Lake Stevens Beautification Plan. The concepts being developed with City staff for Main Street include raised intersections at N Lakeshore Drive and 18th Street SE., midblock crosswalks, and a range of streetscape elements in support of the Subarea Plan vision and the fine tuning by Public Works. Over the past ten years our team has designed three dozen projects that include main streets, festival streets, decorative raised intersections and shared use trails. The quality of this work has been recognized with five APWA Project of the Year awards for urban street projects in the last ten years.

### Integrate Streetscape Standards

The City is initiating Streetscape Standard details (standard plans) based upon the Beautification Plan. These standards will be developed concurrently with the Main Street project. Our team has expertise at creating constructible details that become city standards. We have created standards plans for lighting, sidewalk, furniture, plantings and many of other standards plans for local cities.

### Mixed-Use Trail

KPG will design the proposed 10' wide mixed-use trail/path with consideration of Shared Use Path and AASHTO Bicycle Facilities guidelines. We will also develop mixing zones along certain building frontages for user safety accessing buildings. Currently the City shows the trail crossing on the existing structure adjacent to N Lakeshore Drive within the existing ROW. We will verify grades and ADA accessibility and will provide structural review or design if modifications are warranted. In any scenario where the structure needs modification, we can provide a range of solutions including prefabricated trail bridges.

### Sustainable and Greenroads Design

KPG is a leader in GSI/LID/Greenroads and Sustainable Design and will bring our creative range of solutions as options for city consideration for the Main Street project. Our wide range of GSI/LID enhancements include pervious pavement (concrete and asphalt), under pavement reservoirs, direct infiltration, rain gardens, Silva Cells, and other options. Recent rain garden installations include Burien's Town Square Park, Seattle's Swale on Yale, Redmond's 161st Avenue rain gardens, Issaquah's Newport Way pervious pavement and rain gardens and Tacoma's Cheney Stadium rain gardens and Auburn's Division Street pervious pavement and reservoir. We also design to Greenroads standards to the certification that a project is scoped for.

### Technical Advisory Group

We propose creating a Technical Advisory Group (TAG), consisting of City Departments, Utilities (including Snohomish PUD, franchise utilities), and Community Transit. The Technical Advisory Group would meet after the preliminary design to discuss project goals and issues, then after 30% to review and confirm the 30% design. Ongoing coordination will occur with TAG members.





## 2. PROJECT TEAM APPROACH

### Public Outreach

We propose a multi-pronged approach to public outreach. We propose two open house workshop to review the preliminary design and 60% designs. These open house will follow a drop-in format that allows one-on-one discussions with each attendee with the goal of collecting feedback and informing stakeholders about the project specifics. We will also have one-on-one meetings with business and property owners to discuss driveway access, pedestrian and bicycle access, traffic and frontage impacts (note there are 24 parcels adjacent to the project site). At the same time we want to provide graphic and written materials for the Lake Stevens Downtown Subarea Plan website (<http://lakestevensdowntown.com>).



### Design (PS&E): 30%, 60%, 90%, 100%, Bid

Once the design approach is confirmed through review of the 30% layout, we will begin developing project bid documents including 60%, 90%, 100%, and possibly bid documents depending on funding availability. All plans and specifications will be prepared by a licensed Professional Engineer in the State of Washington and follow City and WSDOT/APWA Standard Specification requirements. The KPG team prepared plans, specifications and cost estimates for all of the projects contained in this proposal.



### Cost Estimating

We will also provide cost estimates for each design submittal (Preliminary, 30%, 60%, 90%, 100% Bid), based upon current construction bid tabs. KPG is highly experienced in cost estimated accurately Public Works roadway and infrastructure projects. We estimate all our PS&E projects based upon current bid tabs and bidding environment and time of year. We also provide planning level estimates for TIP and have provide bond funding estimates for projects including a \$2 billion dollar estimate for Public Works projects for City of Tacoma.



### Bid Assistance

KPG will provide services during bidding, including responding to contractor questions, preparing and issuing addenda, and hosting a pre-bid conference. We routinely coordinate with online plan centers like Builders Exchange of Washington or QuestCDN to have the PS&E documents available online for contractors to view and receive the latest notifications. KPG will also attend the bid opening, review the bids for accuracy, prepare a bid tabulation and provide a recommendation for award.



### Grant Funding Assistance

KPG provides many Cities with grant preparation assistance. We regularly attend the IACC conference and are up to date on grant funding options. We regularly assist our clients with preparation of grant applications, cost estimates, agency presentations and preparation of graphic materials for every type of grant at the state and federal level. We have been very successful in our efforts having secured over \$50 million in the past 9 years on projects just like this, helping to secure State grants including WSDOT Pedestrian and Bicycle Program, TIB, PSRC/FHWA STP, CMAQ, and have worked on EDA, CDBG, EPA, DOE, and FTA funded projects.



## 2. PROJECT TEAM APPROACH

### Construction Management

KPG is proud to offer a construction management team with an extensive amount of arterial roadway construction expertise. Our team has demonstrated success in all construction aspects for this type of project including signals and illumination, ADA compliance, 3rd party utility coordination, traffic control/coordination, underground utility installation, retaining walls, and landscape establishment. We can provide construction services as needed, either full service construction management or an à la carte approach. This flexibility will allow the City of Lake Stevens to set the desired level of construction management services including: project startup, contract administration, project documentation including material tracking, submittal review, inspection, construction coordination, utility coordination, analysis, and reporting.

Furthermore, KPG's design staff are available to continue providing assistance during the construction phase of this project. Our emphasis on continued communication and prompt response will ensure timely responses to submittal reviews and RFIs, as well as availability to be on-site during any critical construction activities.

The KPG construction services team has managed, inspected, or provided construction documentation support for multiple federally funded roadway projects. We are frequently in contact with WSDOT Highway and Local Program engineers and are familiar with FHWA standards, the WSDOT Construction Manual, and the LAG Manual. We understand what it takes to get projects with federal funds properly constructed and efficiently documented so that they meet City Standards and can pass Local Programs' review and end of the project audit.

### As-built Preparation

Following the completion of construction, KPG's construction management staff will review the contractor's red-lines as-built drawings for accuracy and work with the contractor to address any deficiencies. After the drawings are verified for accuracy, KPG's designers will digitize the revisions using AutoCAD and prepare a clean set of plans that reflect the final as-built conditions for the City's records.



## 3. PROJECT TEAM ANTICIPATED PROJECT SCHEDULE

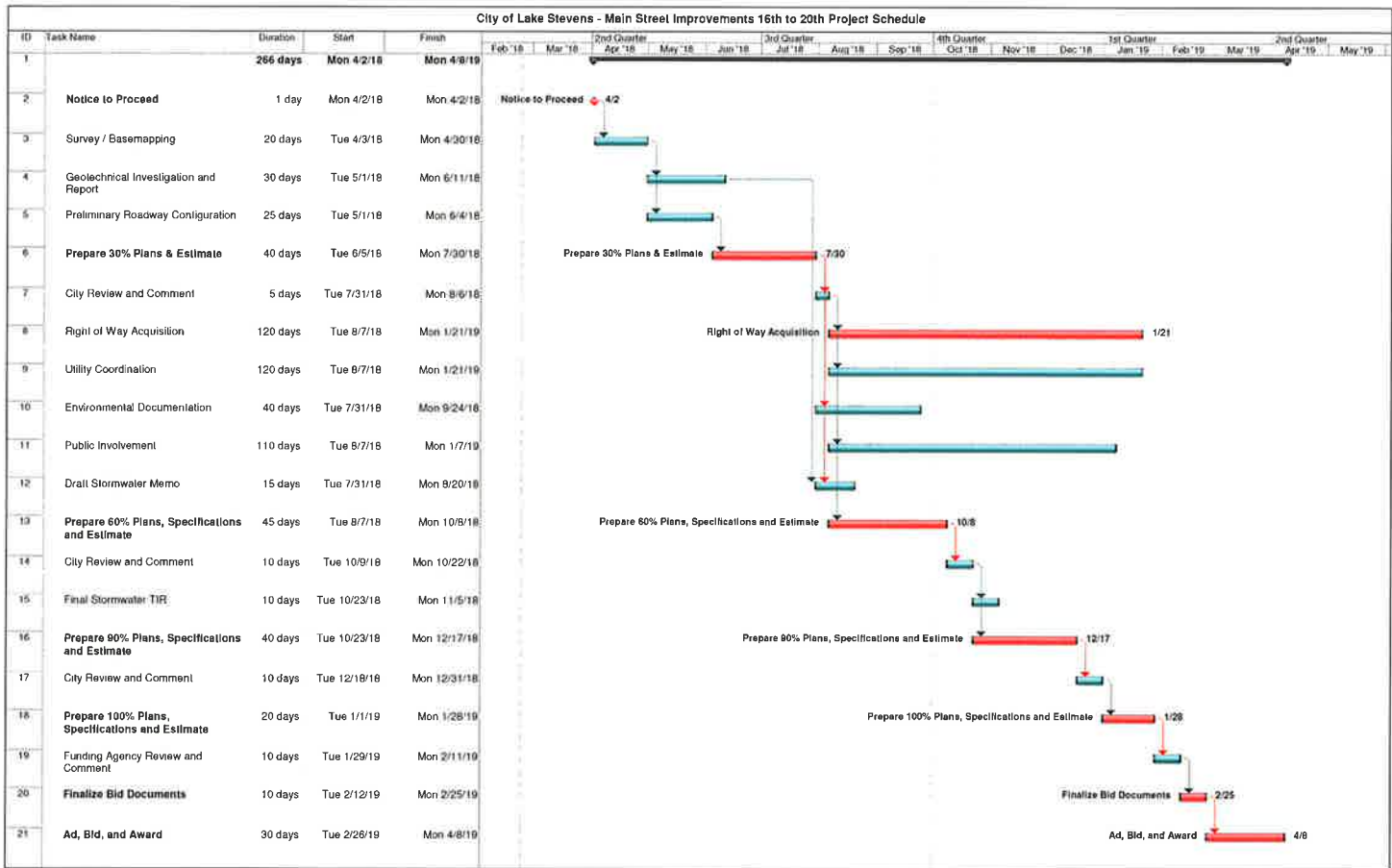
To successfully complete the Main Street Improvements Project, KPG is bringing together a cohesive, proven, and efficient team. Although KPG has over 100 staff members, the proposed project team has been carefully selected to meet the needs of this project based on their experience with Main Street type projects. Each member of the team has completed multiple similar projects on aggressive schedules. In order to meet the proposed project schedule, the design process must start as soon as possible. We are ready to start immediately!

In order to accommodate the City's desired schedule of beginning construction in 2019, we propose to first vet and fine tune the preliminary layouts that have already been developed by laying the desired road cross section on a surveyed basemap. We will identify areas of concern and areas of opportunities to adjust and improve the design and present these findings to the City. Once there is consensus on what project features will be included, KPG will begin to develop milestone review submittals which will include plans and cost estimates at 30%, 60%, 90%, and 100% level. Near the 30% level, other processes that will begin are utility coordination geotechnical exploration, environmental documentation and right-of-way, if needed. Specifications and project manual will be developed in the 90% and greater level. We propose open house workshops early in the design process to collect feedback from the public, and will be open to meeting with concerned business and property owners, one-on-one, as needed.

KPG is fully committed to deliver a bid-ready plan set to the City of Lake Stevens by the spring of 2019. Please review our draft schedule next page.



### 3. PROJECT TEAM ANTICIPATED PROJECT SCHEDULE



### 4. PROJECT TEAM APPROACH TO COORDINATING WITH CITY OFFICIALS

KPG is a municipal engineering firm working with over 40 cities in the Puget Sound region. Because our focus is municipal design, we are fully knowledgeable in all the issues for designing, constructing, and maintaining city infrastructure.

We coordinate with most city departments and understand each department's roles, priorities and interests. We are very adept in framing design goals and issues, and creatively problem solving issues with staff and elected officials to keep a project moving forward. Fundamentally we translate community visions (not ours), into constructible public works standard projects that meet budgetary realities, health, safety and welfare requirements, city standards and quality placemaking aesthetics. We take an open, flexible approach to our communications with every stakeholder including residents, staff and elected officials.

Leading our focus on Main Street projects, Paul, as Co-Project Manager, has worked hand-in-hand with City Departments Directors, City Managers, City Commissions, Mayors and City Councils for many Main Street projects. Paul has been invited to present and discuss at 15 City Councils on every aspect of their town center projects. For the duration of the Lake Stevens Main Street project Paul will be available for all project presentations and discussions as needed.



## 5. PROCEDURES FOR QUALITY ASSURANCE/QUALITY CONTROL

### Our Quality Assurance Philosophy

Our approach to providing quality controls and assurances for project deliverables is deeply rooted in our company culture and how we function as a project team. What sets KPG apart from the competition is the importance we place on workload and project ownership. Maintaining a reasonable workload for each member of our project team allows each individual to focus on their work and the quality of their craft without juggling conflicting priorities, or being forced to compromise quality in order to meet other project deadlines.

The other important factor that is inherent in the way our team functions is project ownership and accountability. We encourage each member of the project team, not just the project manager, to take ownership of their project tasks and of the project as a whole. We understand that this represents a significant shift when each member of the project team has a vested and personal interest in the quality of our projects, and the satisfaction of our clients. Our entire team is invested in the project and accountable to themselves and the rest of the team to ensure a quality outcome.

The net result is that our formal QA/QC procedures are more effective than they would be otherwise. Many of the easy to avoid errors and omissions have already been corrected during the normal workflow and therefore never even make it to the formal QA/QC review process. This allows the formal review to focus on more sophisticated design and constructability related topics, which will ultimately yield a much higher quality constructed project and a lot less construction related project issues.

### Our Formal Procedures

#### *Independent Verification of Workmanship*

Our QA/QC Manager Nelson Davis will personally review project deliverables at each milestone. He will also assign a senior level engineer to conduct an independent verification of all work products. This individual will review 100 percent of the work product, including: reviews of plans, specifications, quantity take-offs, cost estimates, ADA ramp slopes and elevations, drainage improvements (if any), utility adjustment number and type, pavement repair locations and pavement rehabilitation techniques. Nelson and the senior level reviewer will work together to analyze the project from a risk management perspective and provide solutions to reduce project risk if needed.

#### *Independent Constructability Review*

KPG maintains a full time staff of over 25 people who are devoted solely to the task of construction management, inspection, and documentation of construction projects. Our construction services group includes several professional engineers, and all of whom have experienced all facets and challenges of public works projects from conceptual design to construction. Under the guidance of Nelson Davis, our QA/QC Manager for this project, Allen Prouty, our Construction Inspector will team with one of our senior level construction engineers to perform another independent project review from the perspective of constructability. This independent review will include the following:

- Re-examine the geotechnical report and pavement recommendations,
- Gut-check the effectiveness of proposed rehabilitation methods,
- Review the specifications for trouble spots that have the potential to yield high bid prices, cause construction delays, or trigger the need for costly change orders,
- Evaluate likely construction phasing, and
- Identify construction traffic control issues.

#### *Team Review of Deliverables*

In addition to the two independent reviews listed above, the project team for this project will conduct a meeting to go-over project deliverables prior to the submittal deadline for each project milestone. This review will focus on the overall package, checking for consistency within the various documents, verifying that the comments generated during each independent review have been accurately addressed, cross referencing notes, checking detail references, checking plan references to standard details, checking specification references, and verifying that each piece of the submittal package is functioning as a whole with the rest of the submittal.

## 6. QUALIFICATIONS OF PROPOSED PROJECT TEAM MEMBERS



### EDUCATION

MLA, University of Illinois,  
1989; BA, St. Mary's  
University, Minnesota, 1984;

### REGISTRATIONS

PLA, State of Washington,  
1994, #605;  
American Society of  
Landscape Architects

### AVAILABILITY

60%

### Paul Fuesel, PLA | Co-Project Manager / Urban Design

Paul has 27 years of experience in project management and design visioning for the construction of urban corridors, trails, main streets, gateways, promenades, wayfinding, and downtown identity projects. He enjoys working with the public and stakeholders to create a unique identity and quality for each city. He has extensive experience collaborating with stakeholders and facilitating public involvement programs, including public open houses, community advisory groups, and city council presentations. As part of his excellent workshop and public facilitation skills, he uses exceptional graphic and communication skills to help convey urban design concepts to the public. He also enjoys teaming with public artists to infuse their craftsmanship and themes into projects.

#### *Relevant experience includes:*

- *Railroad Avenue "Main Street" Improvements, Historic Snoqualmie*
- *Second Street "Main Street" Improvements, Downtown Langley*
- *Main Street Improvements (SR 203), Historic Duvall*
- *SW 152nd Street "Main Street", Downtown Burien*
- *Cleveland Street "Main Street", Downtown Redmond*
- *Division Street "Main Street", Downtown Auburn*
- *Main Street Improvements, Mountlake Terrace*



### EDUCATION

BS, Civil Engineering, Seattle  
University, 2000

### REGISTRATIONS

PE, State of Washington,  
2004, #41380

### AVAILABILITY

60%

### Olivia Paraschiv, PE | Co-Project Manager / Civil Engineering

Olivia brings 18 years of experience in managing street, pedestrian, bicycle, transportation and utility related projects. She has experience managing street improvement projects that revitalize civic and central business district areas. Her projects have included roadway and drainage improvements, low impact development, traffic calming, aerial utility undergrounding, and joint trench design. She has extensive experience working on federally funded projects throughout design and construction, and has assisted several cities with grant funding applications.

#### *Relevant experience includes:*

- *Railroad Avenue "Main Street" Improvements, Historic Snoqualmie*
- *Second Street "Main Street" Improvements, Downtown Langley*
- *Main Street Improvements (SR 203), Historic Duvall*
- *SW 152nd Street "Main Street", Downtown Burien*
- *Division Street "Main Street", Downtown Auburn*
- *16th Avenue S, Des Moines*
- *Bear Creek Parkway, Redmond*





## 6. QUALIFICATIONS OF PROPOSED PROJECT TEAM MEMBERS



### EDUCATION

BS, Civil Engineering,  
Princeton University, 1976

### REGISTRATIONS

PE, State of Washington,  
1983, #21371

### AVAILABILITY

70%

### Nelle Alexander, PE | Roadway / Aerial Undergrounding

Nelle has 22 years of experience in planning, design, and construction management of municipal engineering projects, specializing in utility undergrounding and coordination. She has been responsible for the design of new roadway alignment, overlays, pedestrian improvements, parking lot layouts and property owner, and utility coordination. Nelle has expertise in QA/QC review for complex urban design street designs in downtown city centers.

#### *Relevant experience includes:*

- *Second Street "Main Street" Improvements, Downtown Langley*
- *Main Street Improvements (SR 203), Historic Duvall*
- *SW 152nd Street "Main Street", Downtown Burien*
- *Cleveland Street "Main Street", Downtown Redmond*
- *Main Street Connection, Mill Creek*
- *Main Street Improvements, Mountlake Terrace*



### EDUCATION

Graduate Certificate,  
Landscape Institute  
of Harvard, 2009; BA,  
Journalism, University of  
Montana, 2003;

### REGISTRATIONS

PLA, State of Washington,  
2014, #1377; American  
Society of Landscape  
Architects

### AVAILABILITY

50%

### Coreen Schmidt, PLA | Multimodal / Shared Use Trails

Coreen is a landscape architect and bike facility planner, focusing on bicycle/shared-use integration within the urban fabric through practical design solutions which reflect location-specific concerns and encourage people of all ability levels to use the facilities. She applies her daily experience of bicycle commuting, running and hiking throughout the Puget Sound region, as well as her knowledge of NACTO, AASHTO and WSDOT guidelines, to create great shared-use and bicycle-only projects. She brings practical solutions and clear, open communications to all of her projects. She recognizes that usability is not just tied to standards, but to pragmatic, intuitive applications for each location.

#### *Relevant experience includes:*

- *Railroad Avenue "Main Street" Improvements, Historic Snoqualmie*
- *Cleveland Street "Main Street", Downtown Redmond*
- *Main Street Improvements, Mountlake Terrace*
- *Central Connector Shared-Use Trail, Redmond*
- *Mountains to Sound Greenway Shared-Use Trail, Bellevue*
- *Tukwila Urban Center Pedestrian/Bicycle Bridge, Tukwila*



## 6. QUALIFICATIONS OF PROPOSED PROJECT TEAM MEMBERS



### EDUCATION

Slovak Technical University,  
Bratislava, Czechoslovakia,  
1982

### REGISTRATIONS

PE, State of Washington,  
2002 #39324; PTOE, 2005

### AVAILABILITY

50%

### Jan Ciganik, PE, PTOE | Illumination / Traffic

Jan brings over 27 years of experience preparing construction plans, specifications and cost estimates for traffic signals, illumination design, ITS, roundabouts, traffic calming, channelization, signing, and has extensive experience using Synchro modeling software. He has designed over 200 signal projects incorporating the latest ADA guidelines, associated ITS design, and over 100 illumination projects, incorporating the latest LED technology, throughout the Puget Sound area. Typical projects have included downtown business district improvements, urban and arterial road improvements, trails, road and intersections realignments, and relocations or undergrounding of existing utilities.

#### *Relevant experience includes:*

- Railroad Avenue "Main Street" Improvements, Historic Snoqualmie
- Second Street "Main Street" Improvements, Downtown Langley
- Main Street Improvements (SR 203), Historic Duvall
- SW 152nd Street "Main Street", Downtown Burien
- Cleveland Street "Main Street", Downtown Redmond
- Division Street "Main Street", Downtown Auburn



### EDUCATION

BA, Landscape Architecture,  
University of Washington,  
1986

### REGISTRATIONS

PLA, State of Washington,  
1990, #538 ; Accredited LEED  
Professional, 2005; American  
Society of Landscape  
Architects

### AVAILABILITY

40%

### Elizabeth Gibson, PLA | Streetscape and Landscape Architecture

Elizabeth has 29 years of experience in providing landscape architecture and urban design for a variety of projects including streetscapes, open space and parks, pedestrian plazas and promenades, and multiuse trails for all user groups. Her experience and involvement in urban/streetscape and recreational open space projects, from conceptual design through construction, has provided Elizabeth with the skills to work well with all stakeholders involved in public projects. With this extensive experience working for municipal agencies, Elizabeth has developed a strong background in project management, design and production of construction plans, specifications and cost estimates for all components of landscape architectural and urban design.

#### *Relevant experience includes:*

- Railroad Avenue "Main Street" Improvements, Historic Snoqualmie
- Second Street "Main Street" Improvements, Downtown Langley
- Main Street Improvements (SR 203), Historic Duvall
- SW 152nd Street "Main Street", Downtown Burien
- Cleveland Street "Main Street", Downtown Redmond
- Division Street "Main Street", Downtown Auburn





## 6. QUALIFICATIONS OF PROPOSED PROJECT TEAM MEMBERS



### EDUCATION

BS, Mechanical Engineering,  
University of Washington,  
1991

### REGISTRATIONS

PE, State of Washington,  
1997 #33808

### AVAILABILITY

70%

### Kirk Smith, PE | Stormwater / LID / Sewer / Water

Kirk Smith has 25 years of civil engineering experience, specializing in stormwater management. Design experience includes hydrologic and hydraulic modeling, detention and runoff treatment, conveyance systems, surface water comprehensive planning, and construction documents. Kirk has designed storm drainage systems and utility relocations on several main street and municipal roadway projects. Other experience includes project management, site development design, surface water comprehensive planning, and municipal development review.

#### Relevant experience includes:

- Railroad Avenue "Main Street" Improvements, Historic Snoqualmie
- Second Street "Main Street" Improvements, Downtown Langley
- Main Street Improvements (SR 203), Historic Duvall
- SW 152nd Street "Main Street", Downtown Burien
- Cleveland Street "Main Street", Downtown Redmond
- Division Street "Main Street", Downtown Auburn



### EDUCATION

BA, Landscape Architecture,  
Iowa State University, 2006

### REGISTRATIONS

PLA, State of Washington,  
2016, #1493

### AVAILABILITY

30%

### Phuong Nguyen, PLA | Urban Design / Signs / Wayfinding

Phuong has over 11 years of experience specializing in downtown urban placemaking, branding, construction documentation, cost estimating and specifications. Her creativity and intuitive skills are perfectly suited to design, illustrate and produce construction documents for streetscapes, parks/open spaces, custom signage, custom architectural streetscape elements and gateways. She works on a wide variety of urban design projects, each of which includes high-traffic pedestrian areas, decorative pavements, parks/open space, accent lighting, public art integration, landscaping, custom wayfinding systems and gateway treatments. She also has a strong background in computer aided graphic design including the use of Adobe Photoshop, InDesign, Illustrator, AutoCAD and SketchUp software and the ability to create hand-renderings and watercolor graphics that are comprehensive and work well as clear visual aids to the public.

#### Relevant experience includes:

- Railroad Avenue "Main Street" Improvements, Historic Snoqualmie
- Second Street "Main Street" Improvements, Downtown Langley
- Main Street Improvements (SR 203), Historic Duvall
- SW 152nd Street "Main Street", Downtown Burien
- Cleveland Street "Main Street", Downtown Redmond
- Division Street "Main Street", Downtown Auburn



## 6. QUALIFICATIONS OF PROPOSED PROJECT TEAM MEMBERS



### EDUCATION

BS, Mining Engineering,  
Colorado School of Mines,  
1984

### REGISTRATIONS

PLS, State of Washington,  
1992, #29294

### AVAILABILITY

30%

### Mike Bowen | Survey / Mapping

Mike has over 30 years of experience in land surveying for engineering design, boundary determination, and construction projects. For the last 20 years, he has managed a great variety of survey projects including ALTA, topographic, boundary, and hydrographic surveys, plats, condominiums, easements, utility as-builts, and right of way plans. Mike has extensive experience with many large scale and long range projects such as transportation projects and master planned communities. He is an organized and collaborative team player who listens to his clients' needs and strives to deliver quality results in a timely manner.

#### *Relevant experience includes:*

- *Railroad Avenue "Main Street" Improvements, Historic Snoqualmie*
- *Second Street "Main Street" Improvements, Downtown Langley*
- *Main Street Improvements (SR 203), Historic Duvall*
- *SW 152nd Street "Main Street", Downtown Burien*
- *Cleveland Street "Main Street", Downtown Redmond*
- *Division Street "Main Street", Downtown Auburn*



### EDUCATION

BS, Civil Engineering,  
University of Washington,  
1987

### REGISTRATIONS

PE, State of Washington,  
1995, #32250

### AVAILABILITY

30%

### Steve Wright, PE | Geotechnical Engineering

Steve has 30 years of experience providing geotechnical services related to the design and construction of transportation improvement projects. He has worked for numerous state and local agencies and has experience across a wide range of project types and site conditions. Steve is experienced with incorporating LID techniques into geotechnical design strategies to minimize project impacts on the natural environment. In addition, He is experienced in developing geotechnical recommendations related to pavement design, foundation design, seismic analysis, erosion control, slope stabilization, and retaining wall design. Steve routinely manages subsurface exploration programs along transportation corridors, oversees field and laboratory testing programs, evaluates pavement design alternatives, and develops geotechnical recommendations to support the design of transportation improvement projects.

#### *Relevant experience includes:*

- *Granite Falls Alternative Route, Snohomish County*
- *Steel Lake to Downtown Trail, Federal Way*
- *Aurora Corridor Improvement Project, Shoreline*
- *North City Business District / 15th Avenue NE Corridor, Shoreline*
- *Public Safety Improvements, Snohomish County*
- *S 356th Street Regional Stormwater Facility, Federal Way*





## 6. QUALIFICATIONS OF PROPOSED PROJECT TEAM MEMBERS



### Holly Williams, PLA | Public Involvement

Holly is a landscape architect with 15 years of professional experience. Her work includes streetscape design, park and recreation planning and design, gateway and signage design, master planning, planting plans, as well as illustrations and graphic design. She is skilled in Adobe Photoshop, Indesign, Illustrator, AutoCAD and Sketchup software and has a talent for developing graphics that provide the necessary information, are easily interpreted, and visually appealing. She is experienced in the public process and has facilitated public and stakeholder meetings for a variety of project types. Holly's skills and experience allows her to manage and contribute to all aspects of a project, ranging from the design and production of marketing materials, master plans, and conceptual design, to construction document production and cost estimating.

#### EDUCATION

BLA, Landscape Architecture,  
Washington State University,  
2002

#### REGISTRATIONS

PLA, State of Washington,  
#1266

#### AVAILABILITY

30%

#### *Relevant experience includes:*

- *Lincoln District Revitalization, Tacoma*
- *Downtown Revitalization, Pasco*
- *Motor Avenue District Plan, Lakewood*
- *Peanut's Park Master Plan, Pasco*
- *Shaw Road, Puyallup*



### Faith Roland, SR/WA | Right of Way Acquisition

Faith is the Senior Vice President, Officer in Charge of the Northwest Regional office and is a nationally recognized and respected leader in the Right of Way Profession. She has over 24 years of experience managing infrastructure acquisition across the Puget Sound Region. She has extensive understanding in all aspects of Right of Way acquisitions as well as in representing agencies through public meetings, citizen oversight committees and council presentations. Faith is highly familiar with WSDOT and FHWA, along with many regional and federal funding sources. Faith follows WSDOT Local Agency Guidelines as well as the Uniform Act. Acquiring needed utility and temporary construction easements for linear corridor projects.

#### EDUCATION

SR/WA Designation, North  
Seattle Community College,  
2002

#### REGISTRATIONS

Designated Broker, State of  
Washington, #23460

#### AVAILABILITY

30%

#### *Relevant experience includes:*

- *196th Street SW Improvements, Lynnwood*
- *Community Transit (CT) Swift Green Line, Snohomish County*
- *Redmond Way / Cleveland Street Couplet Conversion, Redmond*
- *Puget Sound Energy On-Call Utilities Acquisition, Various Locations*
- *124th Street Improvements-Sidewalks, Kirkland*



## 6. QUALIFICATIONS OF PROPOSED PROJECT TEAM MEMBERS



### Ade Bright, PE, SE | Structural Engineering

Ade has over 35 years of experience in civil and structural engineering. He specializes in structures encompassing research and development, analyses, design and upgrades; detailing and plan preparation; cost estimating and specifications; job site surveillance and inspection; project management; value engineering and design review; and quality control for structures of reinforced concrete; precast, prestressed and post-tensioned concrete, wood, masonry, structural steel and stainless steel. His broad experience includes the design of bridges, parking structures, earth retaining walls, water and wastewater treatment plants, control structures, stadiums, shell structures, industrial, commercial and office high-rise buildings, and various foundation structures.

#### EDUCATION

MS, Structural Engineering, University of Washington, 1976; BS, University of Washington, 1976

#### REGISTRATIONS

PE & SE, State of Washington, 1983, #19813

#### AVAILABILITY

30%

#### Relevant experience includes:

- Cross Kirkland Corridor Trail, Kirkland
- Yelm-Tenino Regional Trail Corridor - Segment of Prairie Line Trail, Yelm
- Burke Gilman Trail, Seattle
- Yelm Creek Pedestrian Bridge, Yelm
- McCleary Pedestrian Bridge, McCleary



### Steve Quarterman | Environmental Documentation

Steven is an Associate Ecologist with 17 years of experience providing permitting, and natural resources management services in support of a variety of transportation projects. His experience includes wetland/waterway critical areas delineation, mitigation planning, and the application of computer models to support the analysis of transportation-related air quality and noise using US Environmental Protection Agency (EPA) CAL3QHC, Federal Highway Administration (FHWA) Traffic Noise Model (TNM), and Federal Transit Administration (FTA) Noise and Vibration Impact Assessment Guidance. Steven has prepared a number of State Environmental Policy Act (SEPA) checklists, Washington State Department of Transportation (WSDOT) Local Programs National Environmental Policy Act (NEPA) Categorical Exclusion Form, and Biological Assessments using WSDOT guidance. Steven is listed as a Senior Author for Biological Assessments by WSDOT and is identified by WSDOT as a Qualified Lead Analyst for Preparation of Noise Studies for WSDOT.

#### Relevant experience includes:

- Main Street Reconstruction, Mountlake Terrace
- SR 204-91st Avenue NE Wetland Delineation, Lake Stevens
- Urban Center Pedestrian / Bicycle Bridge, Tukwila
- SR 522 Stage 2 Improvements, Bothell
- Interurban Trail, Edmonds





## 6. QUALIFICATIONS OF PROPOSED PROJECT TEAM MEMBERS



### EDUCATION

BS, Civil Engineering,  
Washington State University,  
1986

### REGISTRATIONS

PE, State of Washington,  
1994, #31254

### AVAILABILITY

50%

### Allen Prouty, PE | Construction Services / Inspection

Allen has provided construction management and inspection services for 31 years. In addition to his typical role as construction manager, he is a valued member of our team for his thorough review of constructability issues with a focus on traffic control, utility coordination, construction sequencing, and schedule analysis. His experience in resident engineering and construction management includes working with multiple stakeholders such as state, federal, county, city, developers, BNSF, utility franchises, transit, private business, and landowners. Allen has delivered numerous transportation projects containing elements of road, rail, highway, bridge, and tunnel.

#### *Relevant experience includes:*

- *Cleveland Street "Main Street", Downtown Redmond*
- *Couplet Conversion, Redmond*
- *SDOT On-Call Construction Manager and Resident Engineer, Seattle*
- *Thomas Street Pedestrian Overcrossing, Seattle*
- *SW Spokane Street Improvements, Seattle*



### EDUCATION

BS, Civil Engineering,  
Washington State University,  
1989

### REGISTRATIONS

PE, State of Washington,  
1996, #33070

### AVAILABILITY

20%

### Nelson Davis, PE | QA/QC Manager / Principal in Charge

Nelson brings over 27 years of design, project management, QA/QC and construction management experience on a range of trail, utility, and main street and roadway projects. He has managed projects through design and construction under a variety of funding agency requirements including FHWA, HUD, EDA, TIB, Centennial Clean Water Grants, PWTF loans, and local improvement districts. He has a great deal of experience on projects that pass through environmentally and community sensitive areas. Nelson regularly works with area residents, business owners, and permitting authorities to receive project acceptance and approvals. Nelson actively reviews specifications, plans, and estimates and has extensive experience in permitting, design, and construction of municipal roadway, intersection, storm drainage, utility undergrounding and intersection improvements.

#### *Relevant experience includes:*

- *Railroad Avenue "Main Street" Improvements, Historic Snoqualmie*
- *SW 152nd Street "Main Street", Downtown Burien*
- *Cleveland Street "Main Street", Downtown Redmond*
- *Downtown Revitalization, Bothell*
- *16th Avenue S Improvements, Des Moines*



## 7. EXPERIENCE WORKING WITH THE PUBLIC SECTOR & ELECTED OFFICIALS

KPG is a municipal engineering firm working with over 40 cities in the Puget Sound area. We work directly on projects with Public Works, Parks, Planning and Economic Development departments on their planning, design and construction projects.

We recognize that Main Street design projects are highly visible public projects. Each community is different with their interactions, reviews, decision making and elected official involvement. We build strong relationships and shared understanding with each community and their elected officials.

Recent experience of our proposed team's experience, including Paul Fuesel's specific experience (Co- Project Manager) with elected officials include:

- City of Issaquah's Newport Way: Paul facilitated public open house discussions that included involved City Council members and worked directly with the Deputy City Administrator.
- City of Pasco's Downtown Revitalization: Paul presented to City Council discussions about Downtown Revitalization. He worked directly with the City Manager and Department Directors.
- City of Duvall's Main Street Phase 1 and Phase 2 and Centennial projects: Paul worked with the Mayor and City Council on the vision and implementation of the city's three large roadway infrastructure projects.
- City of Snoqualmie's Town Center Phase 1 and Phase 2 projects: Paul worked with the Mayor and City Council on the vision and implementation of the city's two large roadway infrastructure projects in historic downtown.

We are happy to provide contact information for Mayors, City Councilmembers, City Administrators, City Managers, for recent projects in Duvall, Snoqualmie, Burien, Langley, Pasco, Redmond, Auburn, Edgewood, and other cities at your request.





## 8. EXPERIENCE WORKING ON PROJECTS WITH STATE OR FEDERAL FUNDING

### Overview of KPG Funding Experience

Our project team members consistently work on municipal transportation design governed by the Local Agency Guidelines (LAG) and federal funding requirements. As a result, we are continually up to date with funding standards, requirements, and documentation procedures, and we have an efficient and streamlined process to work through group funded project elements. We regularly work with various funding programs staff, and we have been continuously involved in the planning, design and/or construction of projects with federal and other agency funds for decades. Our ongoing experience and knowledge of FHWA and WSDOT publications, standards, design procedures, construction procedures, and documentation procedures helps us to ensure that our projects are in full compliance with the most up-to-date standards available. In the last nine years we have been involved in the planning, design, and/or construction of the following projects that included numerous funding sources:



Building Better Neighborhoods



- South 132nd Street Pedestrian/Bicycle Trail, Burien (CDBG)
- 47th Street, Fife (CDBG)
- Southwest 132nd Street Construction Support, Burien (CDBG)
- Cascade View Neighborhood, Tukwila (CDBG)
- Sidewalk Improvements and On-Call Engineering, Clyde Hill (TIB)
- Traffic Study and 84th Avenue Phase II, Clyde Hill and Medina (TIB)
- 92nd Avenue Northeast Sidewalk Improvements, Clyde Hill (TIB)
- South Division Street Promenade, Auburn (EDA)
- SR 522 Bothell Gateway, Bothell (FHWA, FTA, & TIB)
- International Boulevard Phase II and III, Tukwila (FHWA & TIB)
- Dumas Road, Mill Creek (FHWA & TIB)
- Cleveland Streetscape, Redmond (FHWA)
- Main Street (SR 203), Duvall (FHWA, TIB, & FTA)
- Rainier Avenue South, Renton (FHWA, DOE & TIB)
- Southwest 152nd Street, Burien (HUD)
- Four Corners (SR 169/SR 516), Maple Valley (FHWA, TIB)
- Pacific Highway South HOV Lanes Phase IV, Federal Way (FHWA, TIB)
- SR 169 - SE 264th to Southeast 255th Street, Maple Valley (FHWA)
- Island Crest Way, Mercer Island (FHWA, TIB)
- Town Center, Snoqualmie (EDA, FHWA, TIB)
- South 216th Street, Des Moines (CDBG, HUD)
- Pacific Highway South, Lakewood (FHWA)
- Prairie Line Trail, Yelm (FHWA)
- Safe Routes to School, Sumner (FHWA)
- South 19th Rehabilitation, Fircrest (FHWA)
- Tibbetts Creek Greenway, Issaquah (EPA)
- Kelsey Creek Sediment Basin, Bellevue (EPA)
- Witte Road, Maple Valley (FHWA)
- Transportation Gateway Project, Des Moines (FHWA & TIB)
- Redmond Transit Center, Redmond (FTA)
- Chuckanut Park and Ride, Skagit County (FTA)
- Rainier Boulevard North LID Retrofit, Issaquah (DOE)
- Northeast 24th Street, Bellevue (FHWA)
- Northeast 116th Street/124th Avenue Northeast, Kirkland (FHWA)
- Safe Routes to School, Sumner (FHWA)
- 7th Avenue Southwest and Citywide Safety Improvements, Puyallup (FHWA)



RFP Decision Matrix  
Combined Evaluations

Submittal	18%	12	2.16	10	1.8	11	1.98
<b>Total</b>	<b>100%</b>		<b>11.74</b>		<b>10.88</b>		<b>11.69</b>

**Firm Name: KPG**

Reviewer Name:		Russell Wright		Eric Durpos		Cory Nau	
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score
State or Local Funding Experience	6%	4	0.24	5	0.3	5	0.3
Personnel Qualifications & Experience	19%	12	2.28	14	2.66	13	2.47
Firm Qualifications	19%	13	2.47	14	2.66	12	2.28
Familiarity with City	13%	8	1.04	9	1.17	9	1.17
Quality Assurance/Quality Control Plan	25%	15	3.75	18	4.5	16	4
Submittal	18%	11	1.98	11	1.98	11	1.98
<b>Total</b>	<b>100%</b>		<b>11.76</b>		<b>13.27</b>		<b>12.2</b>

**Firm Name: LDC**

Reviewer Name:		Russell Wright		Eric Durpos		Cory Nau	
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score
State or Local Funding Experience	6%	2	0.12	3	0.18	3	0.18
Personnel Qualifications & Experience	19%	10	1.9	10	1.9	12	2.28
Firm Qualifications	19%	11	2.09	11	2.09	10	1.9
Familiarity with City	13%	9	1.17	7	0.91	7	0.91
Quality Assurance/Quality Control Plan	25%	11	2.75	14	3.5	14	3.5
Submittal	18%	8	1.44	11	1.98	12	2.16
<b>Total</b>	<b>100%</b>		<b>9.47</b>		<b>10.56</b>		<b>10.93</b>



This page left blank intentionally



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda**

**Date:** April 24, 2018

**Subject:** Concession Agreement for Recreational Activities

**Contact**

**Person/Department:** Gene Brazel, City Administrator

**Budget Impact:**

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Approve Concession Agreement for Recreational Activities and Associated Request for Proposal.

---

**SUMMARY/BACKGROUND:**

Following Council input Staff has prepared the attached Concession Agreement and Request for Proposal, targeted to providing recreation services at Lundeen Park.

---

**APPLICABLE CITY POLICIES:**

---

**BUDGET IMPACT:**

---

**ATTACHMENTS:**

- ▶ Exhibit A: Request for Proposal
- ▶ Exhibit B: Concession Agreement for Recreational Activity
- ▶ Exhibit C:



**CITY OF LAKE STEVENS  
LAKE STEVENS PARKS & RECREATION  
REQUEST FOR PROPOSALS**

**April \_\_, 2018**

**Request for Proposals  
Water Recreation Concessions**

**Proposal Due Date: May \_\_, 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 Lundeen 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 Lundeen 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, May \_\_, 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 recreational activities in concession facilities at Lundeen Park.

All applicants are encouraged to visit Lundeen 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 7 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 duration of this agreement.

## **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 Lundeen 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. Services Products To Be Offered For Sale 30 Points**

What services 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 services and unit.

#### **B. Consideration**

25 Points

How do you propose compensating the City of Lake Stevens for permission to operate a concession facility? A monthly 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 services at referenced prices, as set forth in attached Schedule C, from \_\_\_\_\_ Park in Lake Stevens (the "Premises") in accordance with this Agreement. Licensee understands that this is not an exclusive contract excluding other concession services from any City park. Refer to Schedule A, attached hereto and incorporated herein, for exact dates and times of operation, services, prices and pictures identifying the type of temporary concession unit that will be used to sell the services.

2. **Duration.** This Agreement shall commence upon full execution, and shall continue in effect through end of business on \_\_\_\_\_, 2018 at \_\_\_\_\_ 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 other existing permanent structures, 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 this Agreement is terminated, the improvements become the property of the City.

d. Licensee further agrees to install all necessary equipment such as signage and display equipment at its own expense. All such installations shall be in accordance with the requirements of the most recent International Fire Code, and all other applicable codes and regulations.

**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. Products:** Licensee shall submit all proposed services and prices to the city for prior written approval. Prices charged for services must be comparable and competitive with those generally charged in the area for similar items.

**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 7 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”

“LICENSEE”

CITY OF LAKE STEVENS

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

By: \_\_\_\_\_  
Owner

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

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

Approved as to Form:

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

## **Schedule A GENERAL OPERATION**

1. The Licensee is authorized to provide only such 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 food or beverage products 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 Licensee's 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 any City of Lake Stevens 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 seven (7) 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 AND DESCRIPTION OF SERVICES OFFERED AND PRICES**



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** 4/24/18

**Subject:** 2018 1<sup>st</sup> Quarter Financial Update

**Contact** Barb Stevens/ Finance  
**Person/Department:** \_\_\_\_\_

**Budget Impact:** N/A

---

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

---

**SUMMARY/BACKGROUND:**

Overall Cash and Investments as of March 31, 2018, are \$27.5 million. We expect this amount to decrease to \$16 million by yearend if all budgeted projects are completed.

Expenditures:

Several budgeted projects are still in their early phases of planning and design, as such citywide expenditures are at 12% of budget, approximately \$4.5 million.

- All departments are within budget expectations

Revenues:

Citywide revenues are at \$3.7 million or 15% of budget. City revenues do not trend on a straight line due in part, to property tax receipts in April and October as well as grant reimbursements.

- Construction sales tax receipts are currently trending at 27% of total sales tax or \$238,000. Total remaining sales tax receipts are at 24% or \$651,000.
- Building permits are currently slightly below budget expectations at 16% which equates to \$168,000.
- Land use permits (Plats) are at 57% of total budget, or \$85,000.
- Real Estate Excise Taxes are at 37% of total budget, or \$446,000.

---

**APPLICABLE CITY POLICIES:**

---

**BUDGET IMPACT:**

N/A

---

**ATTACHMENTS:**

- Exhibit A: 2018 1<sup>st</sup> Quarter Financial Update

# Monthly Financial Report

## City of Lake Stevens, WA

[www.lakestevenswa.gov](http://www.lakestevenswa.gov)



---

**To:** City Council  
**FROM:** Barbara Stevens, Finance Director  
**DATE:** 4/18/2018  
**SUBJECT:** Operating Funds Financial report for March 31st, 2018.

### General Fund:

#### **Fund Balance:**

The General Fund ended March 2018 with a fund balance of \$5,564,669. Revenues were at \$2,109,487 and expenses were at \$3,241,664.

#### **Revenues: (Also see Monthly General Fund Revenue Graphs)**

Revenues ended at 11% collected.

The City collected \$797,495.92 in sales tax through March, which is 24% of budget. Of this amount, \$146,607 is Criminal Justice Sales Tax.

Utility taxes ended at 27% or \$460,522. This includes gas, telephone and electric.

Licenses & Permit revenues ended at 27% of budget or \$127,172. The majority is from Cable Franchise Fees.

Building Permits ended at \$168,099 or 15.5% of budget.

Intergovernmental revenues ended at 22% of budget or \$166,122.

Charges for services stayed ahead of budget at 36% of budget or \$274,574. Zoning and Subdivision fees are at 57% of budget for 2018.

#### **Expenditures: (Also see Monthly General Fund Expenditure Graphs)**

Overall, expenditures ended at 22% spent or \$3,241,664. This is tracking as expected into 2018.

### Street Fund:

(Also, see Street Fund Operating Revenues and Expenditure BvA)

The Street Maintenance Division maintains the City's public roadway system in a safe and passable condition. Maintenance activities include pothole repair; traffic signal maintenance and operation; installation and replacement of traffic control signs and pavement markings; vegetation control and maintenance; sidewalk repair; street sweeping; snow and ice removal; and street lighting.

#### **Revenues:**

Total Street Fund revenues were \$232,222 or 11% of budget. The main revenue sources are property tax and Motor Vehicle Fuel Tax.

#### **Expenditures:**

Total Street Fund expenditures were \$478,438 or 18% of budget.

### Storm and Surface Water Fund:

(Also, see Storm & Surface Water Fund Operating Revenues and Expenditure BvA)

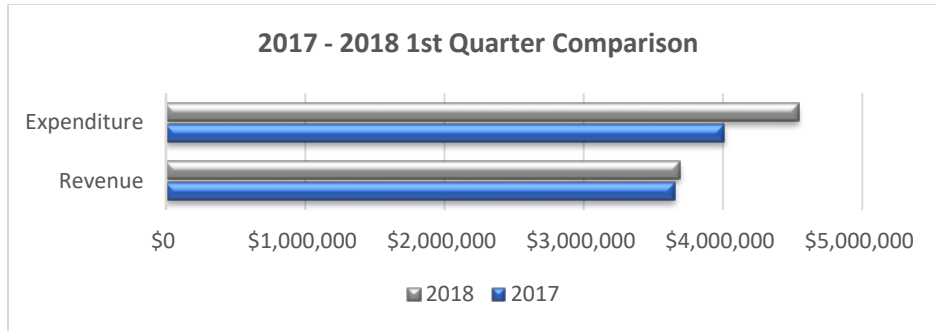
The Storm and Surface Water Fund maintains the City's storm system conveyance, detention, and retention systems, which includes; drainage pipes and ditches, catch basins, storm detention vaults and ponds, and water filtering systems.

#### **Revenues:**

The Storm and Surface Water Fund revenues are 7.3%, or \$116,921. The main revenue source is from storm drainage charges, which we contract payment processing through Snohomish County.

**Expenditures:** The Funds Expenditures are 16% of budget at \$335,882.



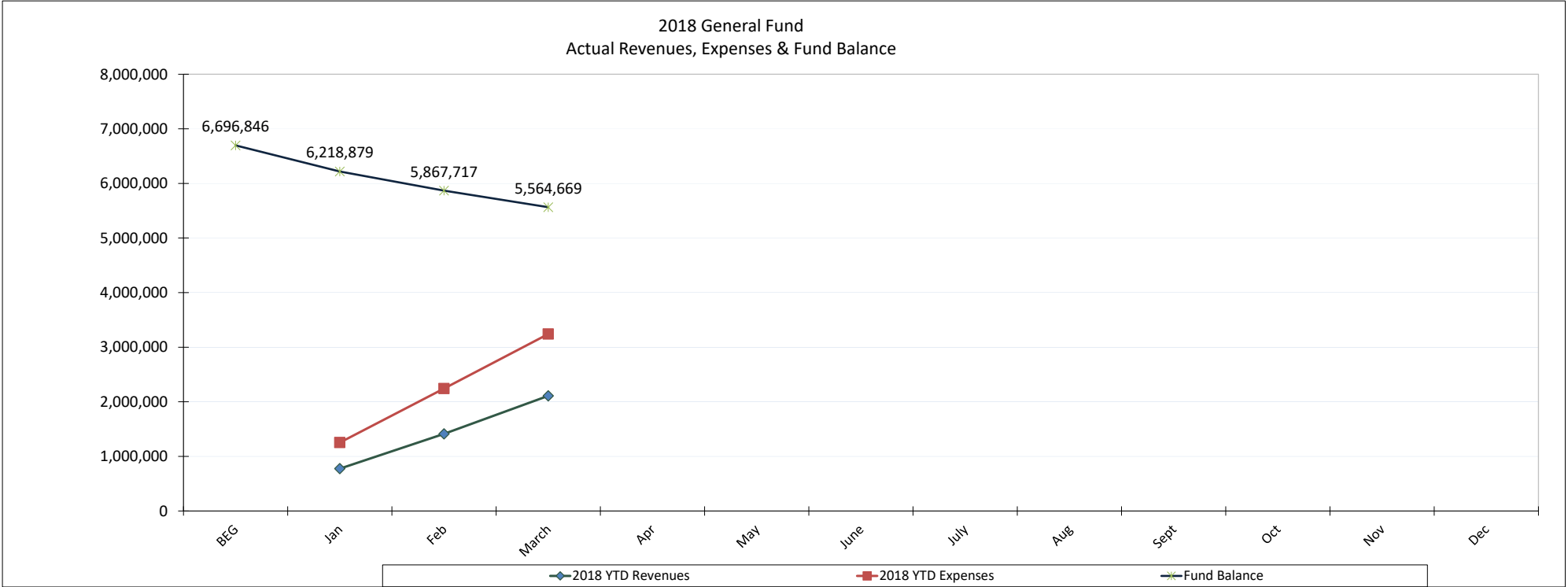


No.	Fund Name	2017 1st Quarter ACTUAL REVENUES	2017 1st Quarter ACTUAL EXPENDITURES	2018 Beginning Cash Balance	Budgeted Revenues	2018 1st QTR ACTUAL REVENUES	Budgeted Expenditures	2018 1st QTR ACTUAL EXPENDITURES	2018 Budgeted Ending Balance	1st QTR ACTUAL ENDING BALANCE
001	General	\$2,329,401	\$3,070,808	\$6,696,846	\$12,929,081	\$2,109,487	\$14,798,620	\$3,241,664	\$4,827,307	\$5,564,669
002	Contingency Reserve	\$162,044	\$0	\$3,188,815	\$1,113,843	\$250,450	\$1,508,050	\$0	\$2,794,608	\$3,439,266
101	Street	\$238,357	\$459,622	\$2,388,379	\$2,087,887	\$232,221	\$2,733,817	\$478,438	\$1,742,449	\$2,142,162
103	Street Reserve	\$2	\$0	\$1,546	\$11	\$6	\$0	\$0	\$1,557	\$1,552
111	Drug Seizure & Forfeiture	\$72	\$0	\$42,897	\$9,316	\$158	\$40,000	\$0	\$12,213	\$43,055
112	Municipal Arts Fund	\$18	\$0	\$20,349	\$80	\$64	\$20,350	\$0	\$79	\$20,413
210	2008 Bonds	\$0	\$0	\$0	\$349,705	\$300	\$349,705	\$300	\$0	\$0
212	2010 LTGO Bonds	\$0	\$0	\$0	\$37,082	\$0	\$37,082	\$0	\$0	\$0
213	2015 LTGO Bond	\$0	\$0	\$0	\$95,955	\$0	\$95,955	\$0	\$0	\$0
301	Cap. Proj.-Dev. Contrib.	\$130,773	\$6,143	\$3,436,666	\$829,720	\$330,562	\$4,226,156	\$106,345	\$40,231	\$3,660,883
302	Park Mitigation	\$92,044	\$0	\$2,574,206	\$835,724	\$74,492	\$3,010,749	\$79,104	\$399,181	\$2,569,593
303	Cap. Imp.-REET	\$232,126	\$22,618	\$2,364,410	\$612,911	\$231,941	\$1,128,878	\$81,402	\$1,848,443	\$2,514,949
304	Cap. Improvements	\$231,355	\$0	\$3,691,065	\$1,279,198	\$236,926	\$3,839,582	\$4,551	\$1,130,681	\$3,923,440
309	Sidewalk Capital Project	\$67,038	\$0	\$1,123,128	\$473,191	\$4,134	\$622,000	\$0	\$974,319	\$1,127,262
310	20th Street SE Corridor CP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
401	Sewer	\$6,277	\$5,743	\$280,237	\$1,067,650	\$6,454	\$1,090,198	\$4,480	\$257,689	\$282,211
410	Storm and Surface Water	\$93,020	\$257,834	\$1,343,804	\$1,603,826	\$116,921	\$2,109,179	\$335,882	\$838,451	\$1,124,844
501	Unemployment	\$149	\$364	\$96,253	\$669	\$354	\$30,000	\$42	\$66,921	\$96,565
510	Equipment Fund	\$422	\$45,676	\$173,499	\$202,932	\$10,290	\$351,994	\$83,470	\$24,437	\$100,319
515	Equipment Fund - Vehicles	\$0	\$0	\$10,020	\$10,020	\$37	\$0	\$0	\$20,040	\$10,057
520	Equipment Fund-Police	\$346	\$93,407	\$246,375	\$64,620	\$3,751	\$113,540	\$10,681	\$197,456	\$239,446
530	Equipment Fund-PW	\$11,674	\$0	\$466,437	\$403,462	\$1,536	\$92,930	\$49,983	\$776,969	\$417,990
540	Aerator Equipment Repl.	\$14,224	\$0	\$93,789	\$0	\$345	\$0	\$0	\$93,789	\$94,134
621	Refundable Deposits	\$2,125	\$19,006	\$77,252	\$101,000	\$2,040	\$178,252	\$114	\$0	\$79,179
633	Treasurer's Trust	\$41,429	\$26,644	\$2,540	\$301,200	\$77,535	\$303,740	\$66,196	\$0	\$13,879
	<b>Total All Funds</b>	<b>\$3,652,896</b>	<b>\$4,007,865</b>	<b>\$28,318,513</b>	<b>\$24,409,082</b>	<b>\$3,690,006</b>	<b>\$36,680,777</b>	<b>\$4,542,652</b>	<b>\$16,046,819</b>	<b>\$27,465,867</b>

Monthly Financial Report

As of March 31st, 2018

Month	2018 YTD Revenues	2018 YTD Expenses	Fund Balance
BEG			6,696,846
Jan	775,527	1,253,495	6,218,879
Feb	1,413,122	2,242,251	5,867,717
March	2,109,487	3,241,664	5,564,669
Apr			
May			
June			
July			
Aug			
Sept			
Oct			
Nov			
Dec			

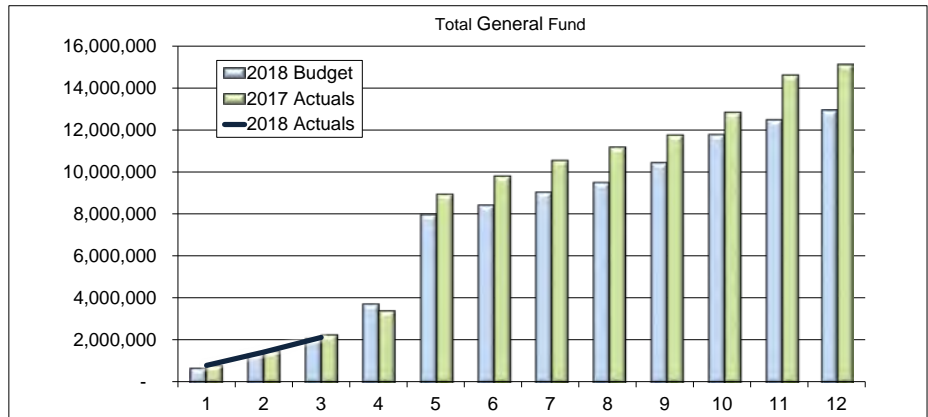


**Monthly General Fund Revenue Graphs**  
**As of March 31st, 2018**

% thru year 25.0%

**Total General Fund Revenues**

	2018 Budget	2018 Actuals
January	702,339	775,527
February	1,381,384	1,413,122
March	2,128,288	2,109,487
April	3,761,437	
May	7,991,023	
June	8,438,334	
July	9,049,874	
August	9,509,318	
September	10,443,129	
October	11,774,226	
November	12,475,866	
December	12,929,081	
Percent collected to date		16.32%

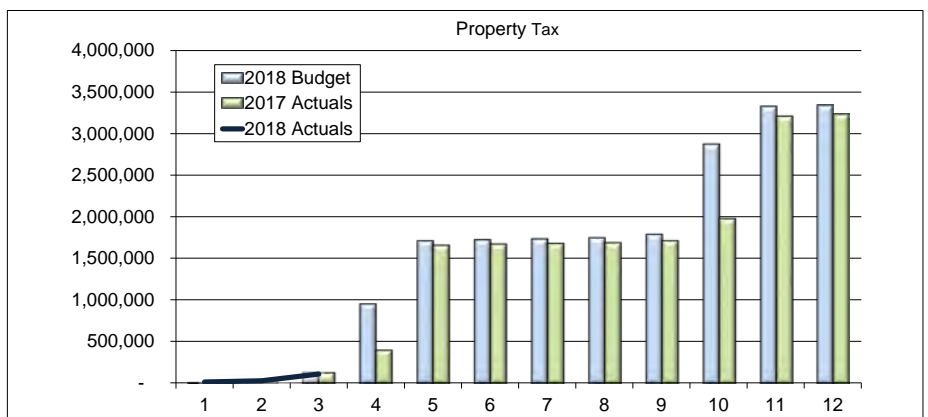


Total General Fund revenues.

**Property Tax**

25.82% of total GF Revenues

	2018 Budget	2018 Actuals
January	8,869	9,985
February	35,865	23,983
March	135,574	106,045
April	964,549	
May	1,719,315	
June	1,730,092	
July	1,741,285	
August	1,754,577	
September	1,795,663	
October	2,874,577	
November	3,324,958	
December	3,338,633	
Percent collected to date		3.18%

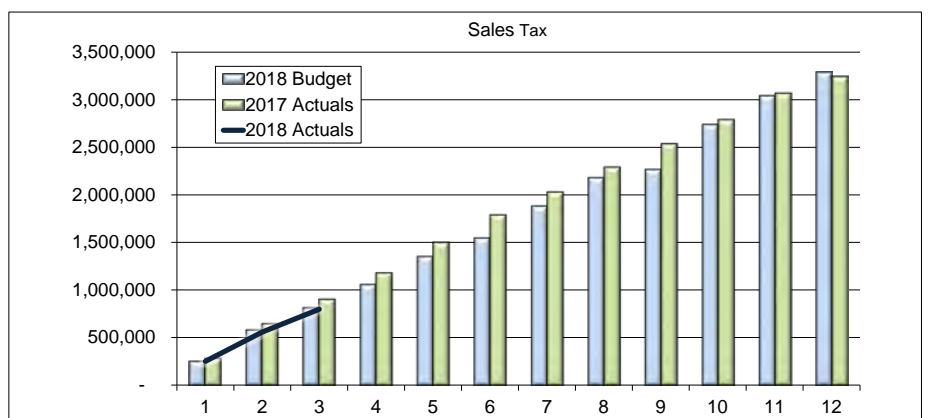


Property Taxes are paid twice a year (in May and November). Most property taxes are accounted for in the General Fund, however 28% of property taxes are also receipted in Fund 101 - Street.

**Sales Tax**

25.46% of total GF Revenues

	2018 Budget	2018 Actuals
January	256,634	249,836
February	584,909	557,853
March	818,211	797,496
April	1,062,598	
May	1,355,702	
June	1,550,076	
July	1,886,784	
August	2,184,612	
September	2,270,143	
October	2,742,738	
November	3,045,082	
December	3,291,320	
Percent collected to date		24.23%

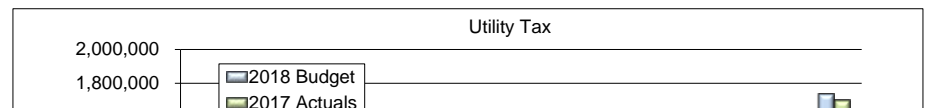


The total sales tax rate is 8.9% of the value of the sale. The City receives 0.85% of the 8.9%. The State receives the remaining majority of sales tax at 6.5%. Taxes are collected by the state and sent to the city two months after the actual collection. This account has Criminal justice sales tax, which is 1/10 of 1% or .1% of sales in the city. (10 cents per \$100 in sales).

**Utility**

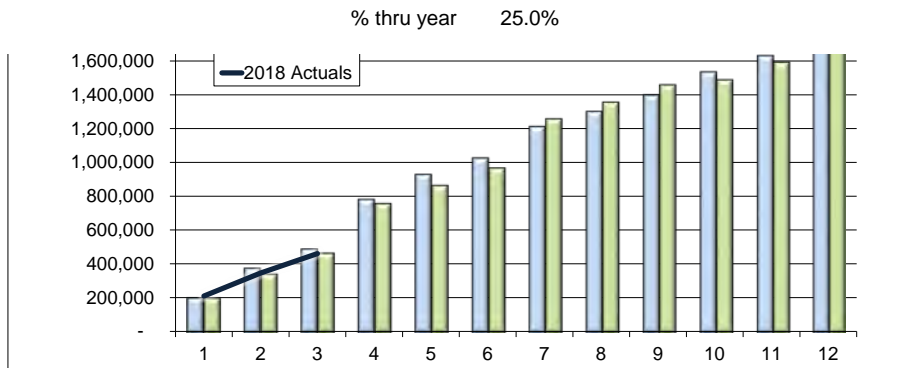
13.44% of total GF Revenues

2018 Budget	2018 Actuals
-------------	--------------



**Monthly General Fund Revenue Graphs**  
**As of March 31st, 2018**

January	204,841	209,393
February	380,622	345,755
March	494,053	460,522
April	785,922	
May	931,835	
June	1,029,123	
July	1,214,391	
August	1,302,131	
September	1,398,644	
October	1,535,150	
November	1,630,669	
December	1,737,279	
Percent collected to date		26.51%

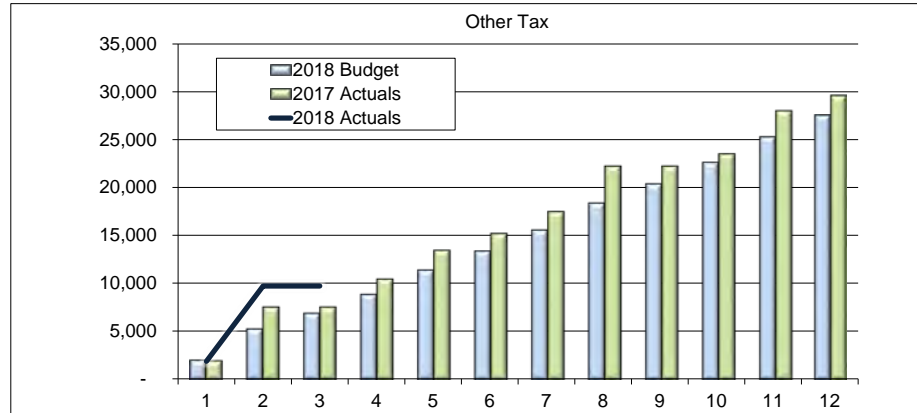


The utility tax rate is 6% on the gross revenue of telephone, and 5% on gross revenues of gas and electric. The City does not have a utility tax on cable, instead using a franchise fee. The City does not have a utility tax on garbage or sewer

**Other Taxes**

0.21% of total GF Revenues

	2018 Budget	2018 Actuals
January	2,043	1,833
February	5,308	9,700
March	6,942	9,700
April	8,900	
May	11,430	
June	13,407	
July	15,593	
August	18,398	
September	20,399	
October	22,623	
November	25,279	
December	27,534	
Percent collected to date		35.23%

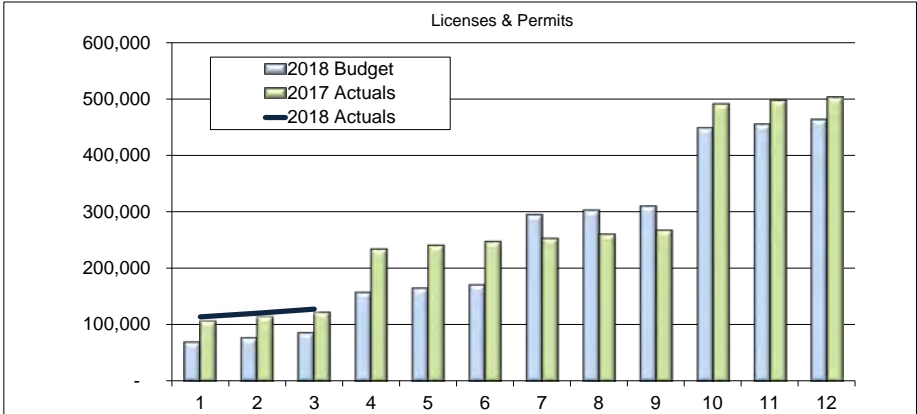


This account includes gambling taxes which include pull tabs and amusement games. The tax is 5% of gross sales.

**Licenses / Other Permits**

3.59% of total GF Revenues

	2018 Budget	2018 Actuals
January	70,527	113,404
February	78,317	119,975
March	86,986	127,172
April	158,368	
May	165,918	
June	171,681	
July	296,144	
August	303,891	
September	311,163	
October	449,388	
November	456,211	
December	464,145	
Percent collected to date		27.40%

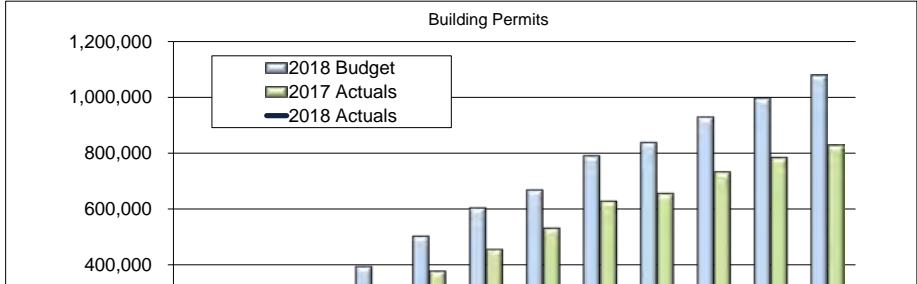


This account has Business Licenses, Cable Franchise fees, and permits other than building and land use

**Building Permits**

8.35% of total GF Revenues

	2018 Budget	2018 Actuals
January	93,483	46,085
February	178,915	93,737
March	305,072	168,099
April	397,146	
May	505,494	
June	606,551	
July	670,466	

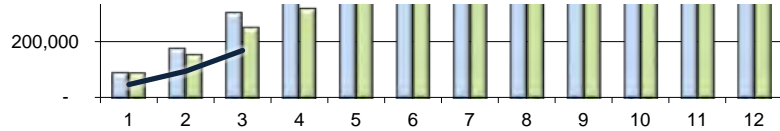


**Monthly General Fund Revenue Graphs**  
**As of March 31st, 2018**

August	792,057
September	840,021
October	930,638
November	998,784
December	1,080,000

Percent collected to date 15.56%

% thru year 25.0%



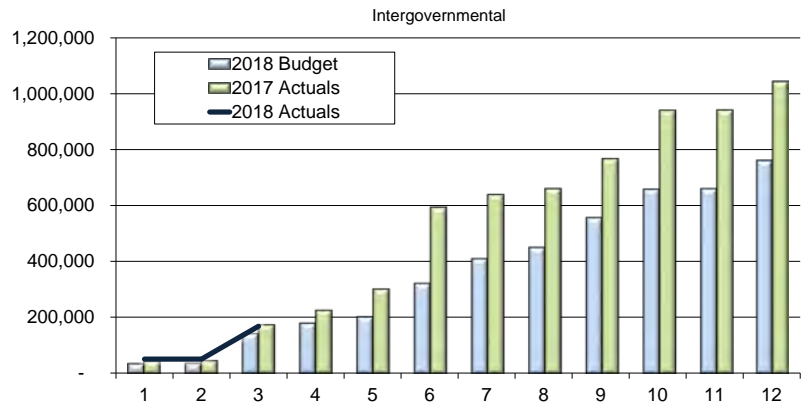
Permits related to development.

**Intergovernmental**

5.88% of total GF Revenues

	2018 Budget	2018 Actuals
January	36,162	49,964
February	37,646	49,964
March	144,596	167,587
April	182,209	
May	204,813	
June	322,970	
July	410,597	
August	451,441	
September	555,892	
October	657,606	
November	659,697	
December	759,863	

Percent collected to date 22.05%



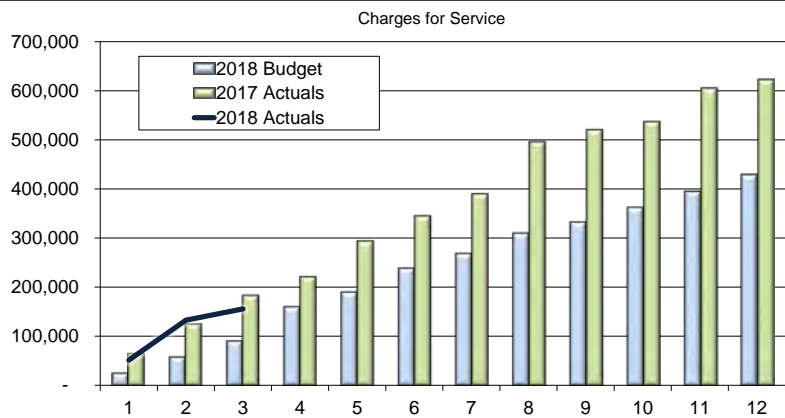
Intergovernmental revenues include state support for criminal justice, state shared revenues for liquor taxes, liquor profits, and marijuana enforcement. Also included are PUD privilege taxes, and City-County assistance. Various types of grants are also included.

**Charges for Service**

3.33% of total GF Revenues

	2018 Budget	2018 Actuals
January	26,115	51,210
February	59,516	132,639
March	92,704	155,626
April	161,907	
May	191,948	
June	240,433	
July	270,526	
August	311,236	
September	333,678	
October	363,706	
November	396,205	
December	430,200	

Percent collected to date 36.18%



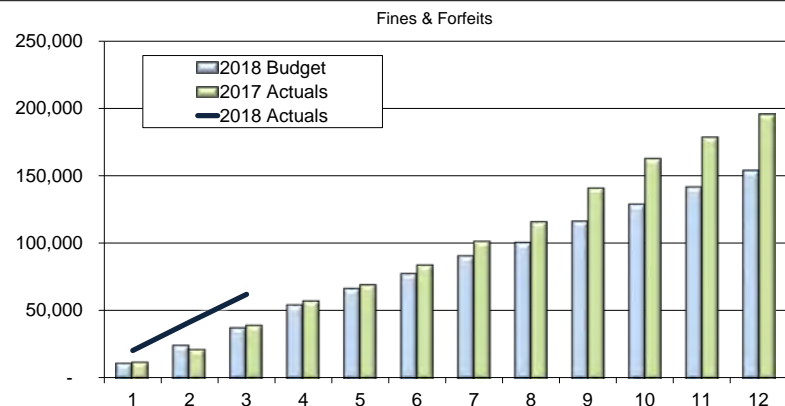
Charges for service include zoning development services, passport services and charges for School Resource Officer. The largest portion of the budget is for land use permits.

**Fines & Forfeits**

1.19% of total GF Revenues

	2018 Budget	2018 Actuals
January	11,539	20,100
February	25,083	41,226
March	38,316	61,875
April	54,994	
May	67,165	
June	78,115	
July	91,215	
August	101,089	
September	116,605	
October	129,131	
November	141,809	
December	154,000	

Percent collected to date 40%



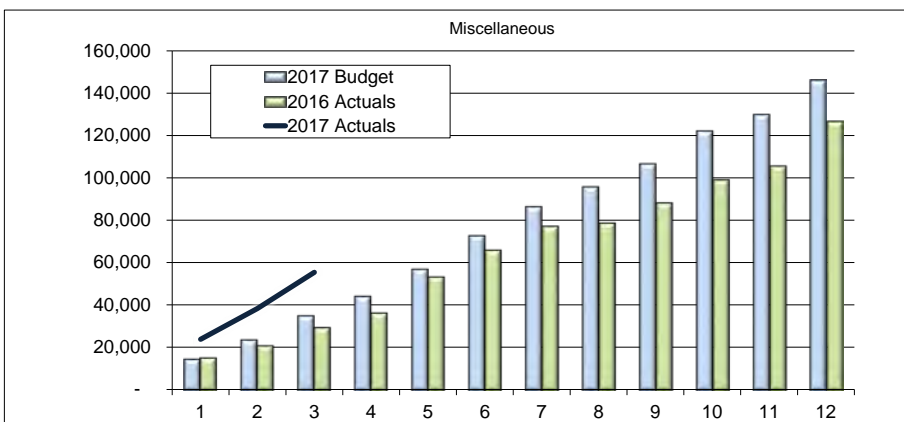
# Monthly General Fund Revenue Graphs

% thru year 25.0%

As of March 31st, 2018

Fines and Forfeits collected by the district court on behalf of the city for violations.

Miscellaneous		
1.13% of total GF Revenues		
	2018 Budget	2018 Actuals
January	14,820	23,717
February	23,902	38,291
March	35,284	55,366
April	44,403	
May	57,185	
June	72,938	
July	86,584	
August	95,925	
September	106,807	
October	122,238	
November	129,985	
December	146,108	
Percent collected to date		38%



Miscellaneous revenues includes interest earnings, lease revenues, insurance recoveries, other smaller revenues that do not fit into one of the above categories.



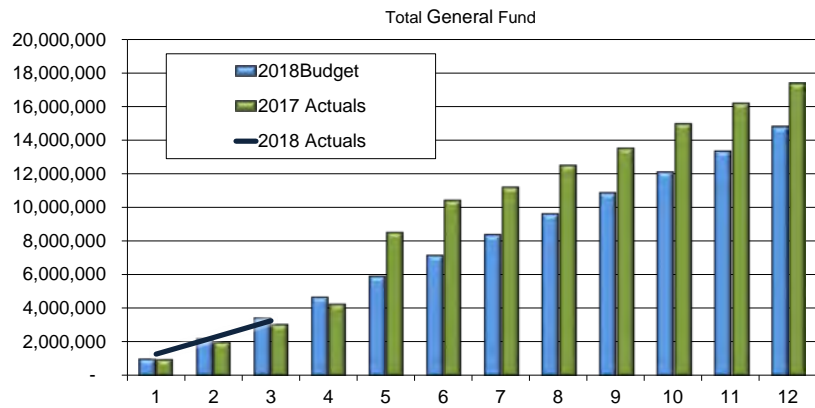
**Monthly General Fund Expenditure Graphs**  
**As of March 31st, 2018**

% thru year 25.0%

**Total General Fund Expenditures**

	2018 Budget	2018 Actuals
January	1,006,819	1,253,495
February	2,240,037	2,242,251
March	3,473,255	3,241,664
April	4,706,474	
May	5,939,692	
June	7,172,911	
July	8,406,129	
August	9,639,348	
September	10,872,566	
October	12,105,784	
November	13,339,003	
December	14,798,621	

% spent 21.91%



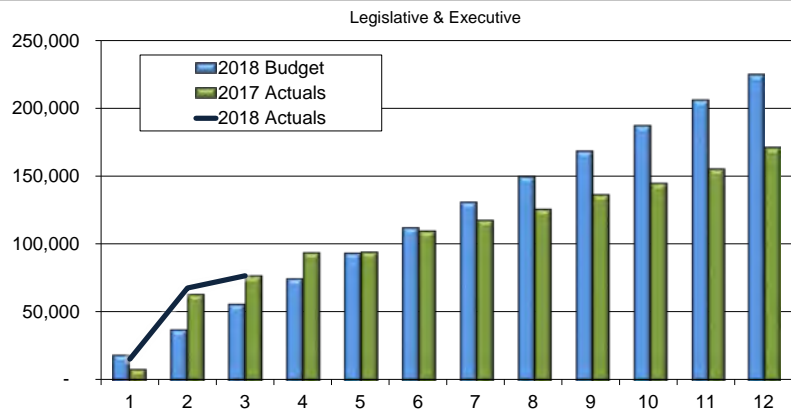
Total General Fund Expenditures.

**Legislative & Executive**

1.52% of total GF Exp

	2018 Budget	2018 Actuals
January	18,750	14,976
February	37,499	67,461
March	56,249	76,457
April	74,999	
May	93,748	
June	112,498	
July	131,248	
August	149,997	
September	168,747	
October	187,497	
November	206,246	
December	224,996	

% spent 33.98%



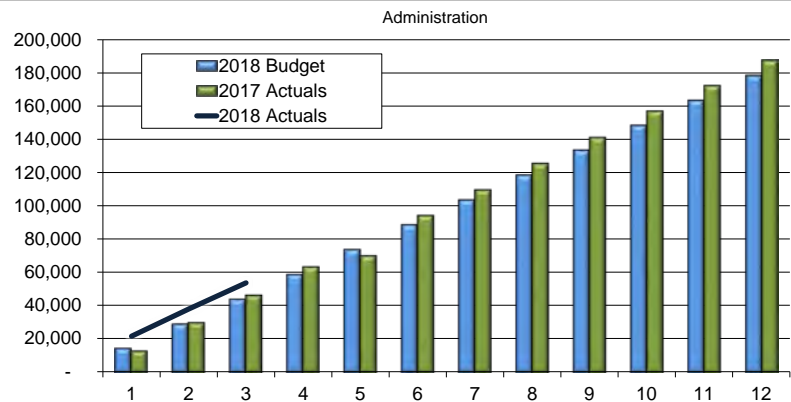
Includes activities related to the City Council and Mayor. Major items include salaries and benefits, travel & meetings, and voter registration fees.

**Administration**

1.21% of total GF Exp

	2018 Budget	2018 Actuals
January	14,869	21,369
February	29,737	37,793
March	44,606	53,525
April	59,475	
May	74,343	
June	89,212	
July	104,081	
August	118,949	
September	133,818	
October	148,687	
November	163,555	
December	178,424	

% spent 30.00%

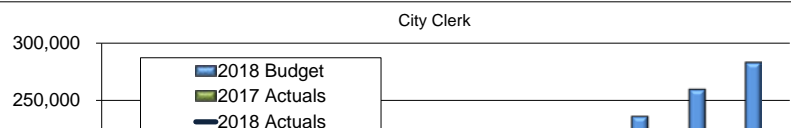


Includes the salary of the City Administrator. Also included are professional services related to Prothman for consulting services. ( City Administrator Salary is 74% General Fund, 15% street, 1% sewer, and 10% to Storm Water)

**City Clerk**

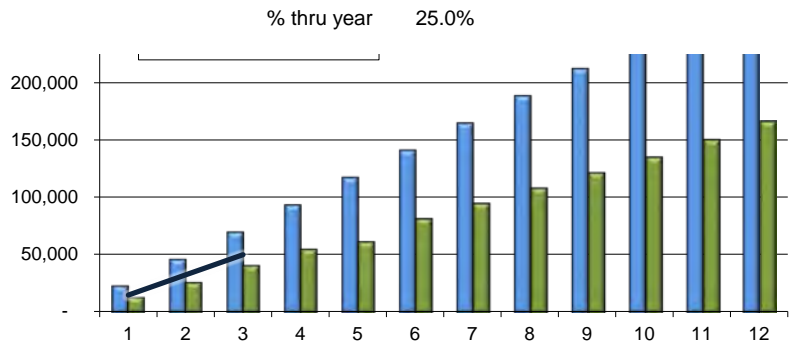
1.92% of total GF Exp

	2018 Budget	2018 Actuals
January	23,628	14,329



**Monthly General Fund Expenditure Graphs**  
**As of March 31st, 2018**

February	47,256	32,065
March	70,884	49,634
April	94,512	
May	118,140	
June	141,769	
July	165,397	
August	189,025	
September	212,653	
October	236,281	
November	259,909	
December	283,537	
% spent	17.51%	

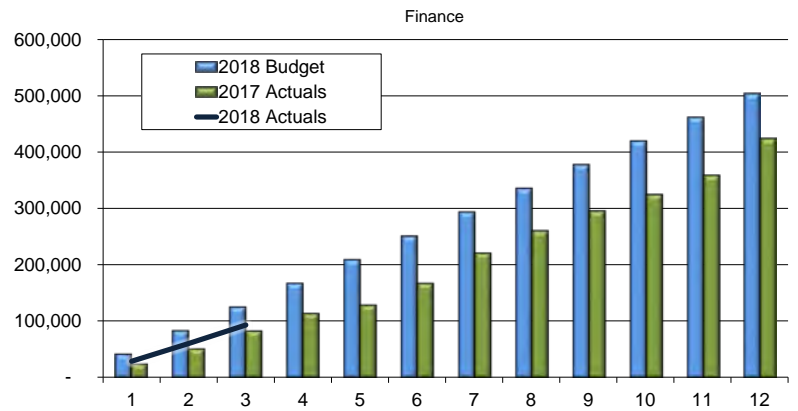


City Clerk activities including records management, public disclosure, legal compliance services, agendas, minutes and legal notifications . Costs are mainly salaries and benefits.

**Finance**

3.41% of total GF Exp

	2018 Budget	2018 Actuals
January	42,103	28,324
February	84,206	59,905
March	126,309	92,736
April	168,411	
May	210,514	
June	252,617	
July	294,720	
August	336,823	
September	378,926	
October	421,028	
November	463,131	
December	505,234	
% spent	18.35%	

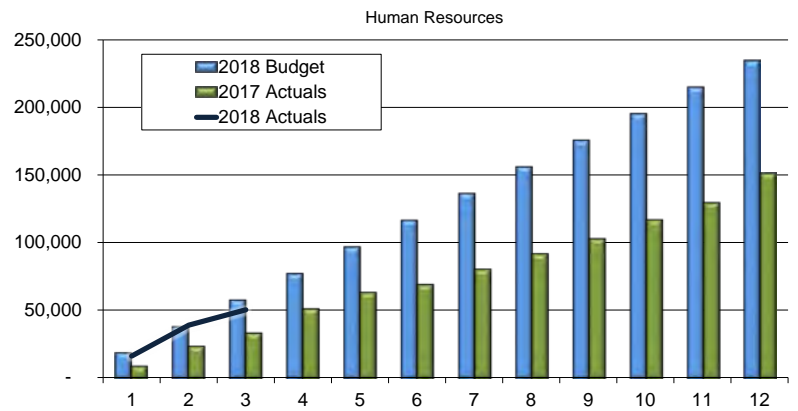


Finance provides for accounting, payroll processing, purchasing/payments, budgeting, and treasury services. Planned expenditures include professional services including costs related to the State Audit and Financial Consulting Services.

**Human Resources**

1.59% of total GF Exp

	2018 Budget	2018 Actuals
January	19,592	15,881
February	39,183	38,737
March	58,775	50,162
April	78,366	
May	97,958	
June	117,550	
July	137,141	
August	156,733	
September	176,324	
October	195,916	
November	215,507	
December	235,099	
% spent	21.34%	

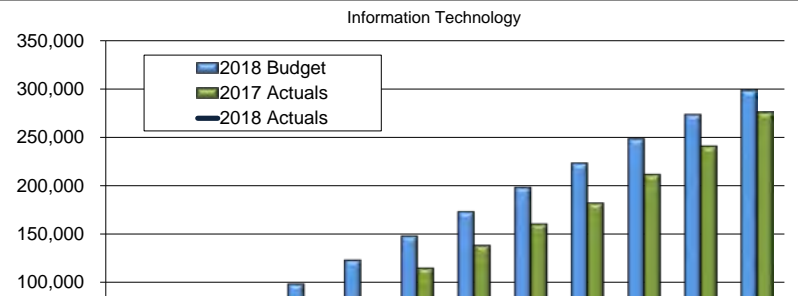


Human Resources provides personnel, recruitment and related functions

**Information Technology**

2.02% of total GF Exp

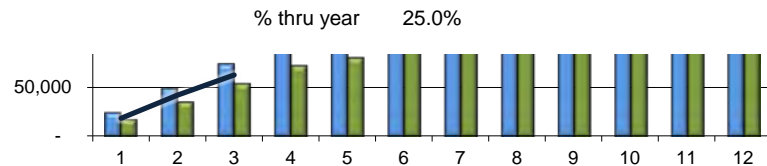
	2018 Budget	2018 Actuals
January	24,914	18,185
February	49,828	42,234
March	74,742	62,996
April	99,657	
May	124,571	
June	149,485	
July	174,399	
August	199,313	



**Monthly General Fund Expenditure Graphs**  
**As of March 31st, 2018**

September	224,227
October	249,142
November	274,056
December	298,970

% spent 21.07%



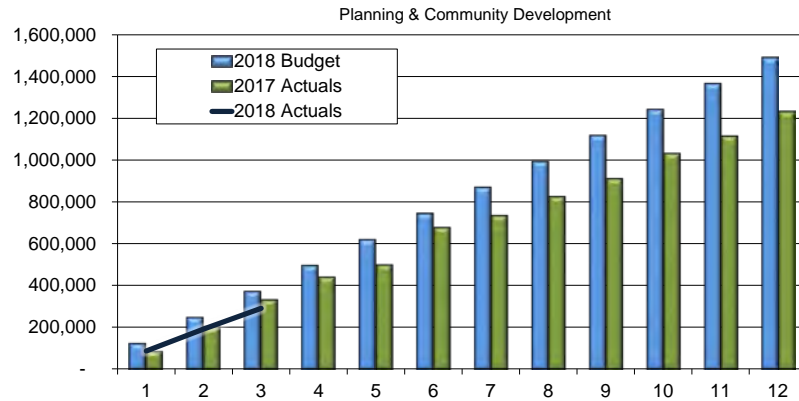
Information Technology provides technical hardware and software support of the City's computer systems and communication systems. Provides technology training, responding to technical support requests, administrating the city website and intranet.

**Planning & Community Development**

10.07% of total GF Exp

	2018 Budget	2018 Actuals
January	124,214	85,526
February	248,428	190,611
March	372,642	289,815
April	496,856	
May	621,070	
June	745,284	
July	869,498	
August	993,712	
September	1,117,926	
October	1,242,140	
November	1,366,354	
December	1,490,568	

% spent 19.44%



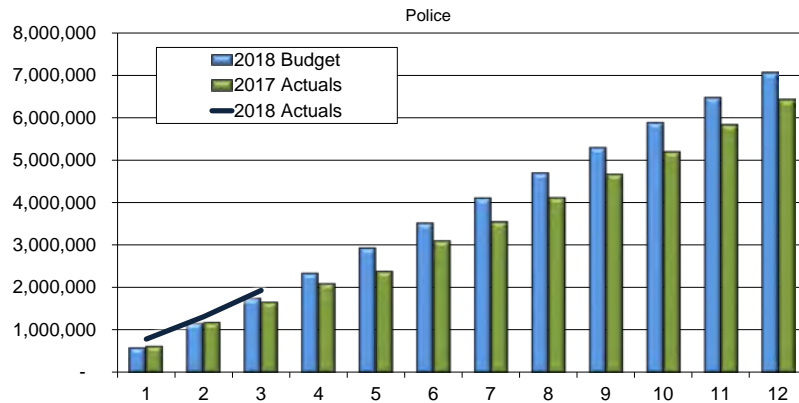
Largely accounts for the planning department which includes the permit center, long-range and short-range planning, and plan review. Also includes building official and building inspections in addition to economic development and code enforcement related activities.

**Police**

47.75% of total GF Exp

	2018 Budget	2018 Actuals
January	588,843	778,098
February	1,177,686	1,307,973
March	1,766,529	1,927,052
April	2,355,371	
May	2,944,214	
June	3,533,057	
July	4,121,900	
August	4,710,743	
September	5,299,586	
October	5,888,429	
November	6,477,272	
December	7,066,114	

% spent 27.27%



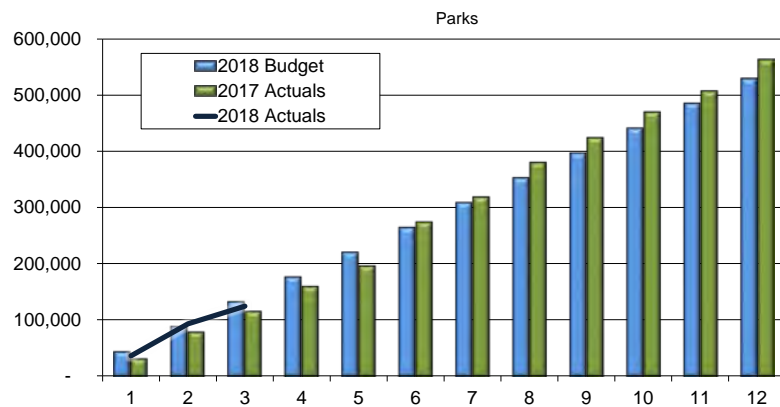
Police Department Services. Additional funding in the amount of \$55,000 is supplied by the General Fund to the Police Capital Fund for equipment purchases.

**Parks**

3.58% of total GF Exp

	2018 Budget	2018 Actuals
January	44,192	35,664
February	88,383	92,542
March	132,575	124,083
April	176,767	
May	220,958	
June	265,150	
July	309,342	
August	353,533	
September	397,725	
October	441,917	
November	486,108	
December	530,300	

% spent 23.40%



Parks within the General Fund includes personnel, park maintenance, and capital outlay. Lundeen park restoration began in 2017. The remaining cost of the project will be completed out of the Park Mitigation Fund in 2018.

**Monthly General Fund Expenditure Graphs**  
**As of March 31st, 2018**

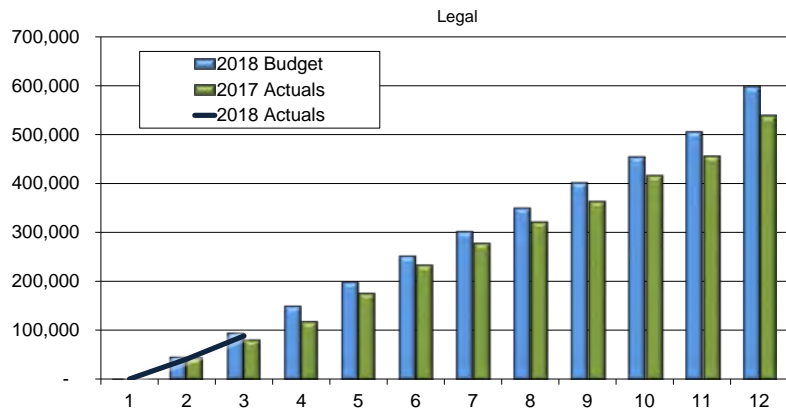
% thru year 25.0%

Remaining cost of the project will be completed out of the Park Migration Fund in 2019.

**Legal**

4.04% of total GF Exp

	2018 Budget	2018 Actuals
January	217	-
February	45,993	40,689
March	95,298	88,254
April	150,240	
May	199,363	
June	252,320	
July	302,347	
August	350,043	
September	401,896	
October	454,544	
November	506,055	
December	598,270	
% spent		14.75%

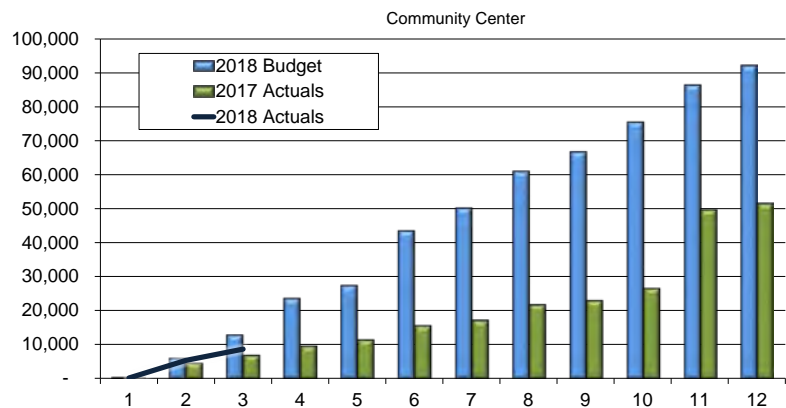


Includes our contracted City Attorney services with Weed Graafstra & Associates, Prosecuting Attorney contract with Zachor and Thomas, and General Indigent Defense (public defender) with Feldman and Lee

**Community Center**

0.62% of total GF Exp

	2018 Budget	2018 Actuals
January	330	86
February	5,936	5,291
March	12,866	8,598
April	23,653	
May	27,432	
June	43,507	
July	50,159	
August	60,949	
September	66,708	
October	75,413	
November	86,343	
December	92,086	
% spent		9.34%

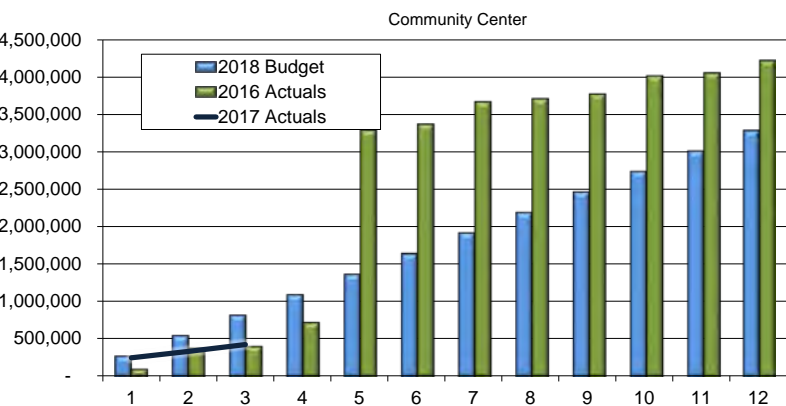


Includes the Visitor Information Center (VIC), Library operating costs, Art Commission, and Community Center operating costs.

**General Government**

22.27% of total GF Exp

	2018 Budget	2018 Actuals
January	274,585	241,057
February	549,171	326,950
March	823,756	418,353
April	1,098,341	
May	1,372,926	
June	1,647,512	
July	1,922,097	
August	2,196,682	
September	2,471,267	
October	2,745,853	
November	3,020,438	
December	3,295,023	
% spent		12.70%



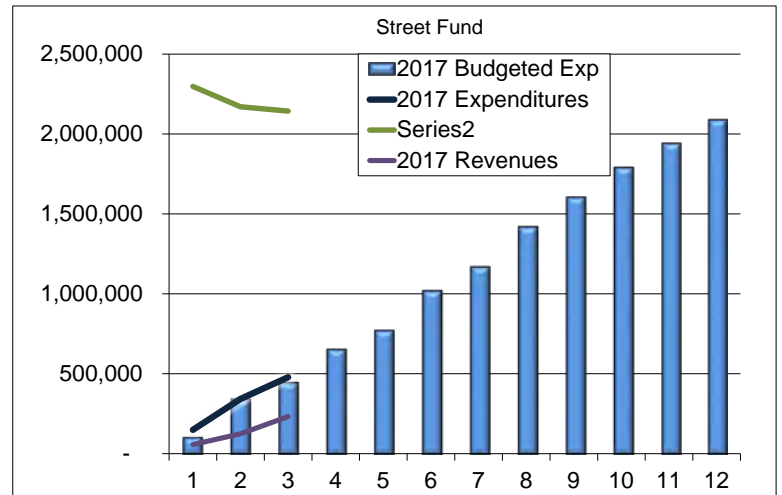
General Government includes insurance payments, transfers to reserve and capital funds, payments to the district court, and other general city payments as well as initial design and architecture of a new Police Building.

**Monthly Other Fund Expenditure Graphs  
As of March 31st, 2018**

% thru year 25.0%

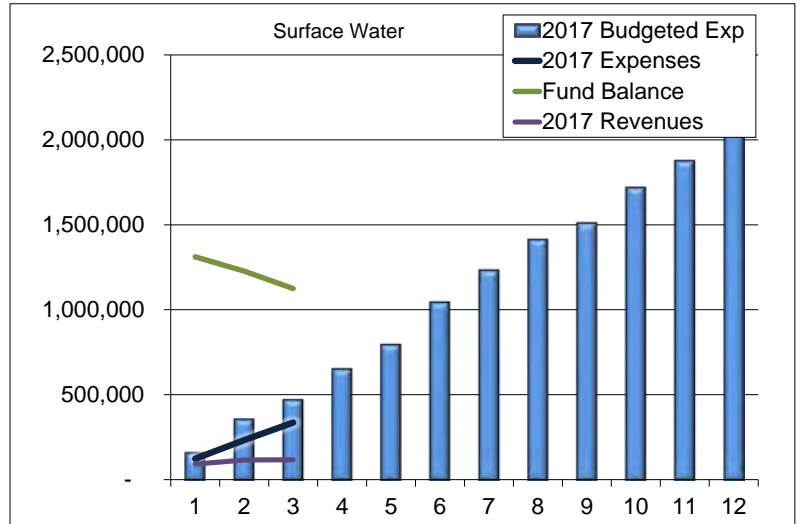
**Street (Fund 101) Expenditures**

	Budget	Actual
January	105,970	149,061
February	348,129	343,110
March	450,988	478,438
April	658,173	
May	774,406	
June	1,022,680	
July	1,171,938	
August	1,419,541	
September	1,604,268	
October	1,789,668	
November	1,940,627	
December	2,087,887	
BTD Status		22.91%



**Storm & Surface Water (Fund 410) Expenditures**

	Budget	Actual
January	164,542	123,320
February	363,498	232,158
March	477,529	335,882
April	659,041	
May	801,937	
June	1,050,916	
July	1,237,486	
August	1,417,698	
September	1,515,177	
October	1,723,285	
November	1,880,319	
December	2,109,179	
BTD Status		15.92%



**CITY OF LAKE STEVENS**  
**FINANCIAL REPORT - Summary**  
**As of March 31st, 2018**

Fund	Revenues			Expenditures		
	2018 Budgeted Revenue	2018 Revenue Collected	2018 % of Budget Collected	2018 Budgeted Expenditures	2018 Expended	2018 % of Budget Expended
<b>General Fund</b>	\$ 12,929,081	\$ 2,109,487	16.3%	\$ 14,798,621	\$ 3,241,664	21.9%
Council Contingency	1,113,843	250,450	22.5%	1,508,050	0	0.0%
<b>SPECIAL REVENUE FUNDS:</b>						
Street	2,087,887	232,221	11.1%	2,733,817	478,438	17.5%
Street Reserve	11	6	55.9%	0	0	0.0%
Drug Seizure & Forfeiture	9,316	158	1.7%	40,000	0	0.0%
Municipal Arts	80	64	80.6%	20,350	0	0.0%
<b>DEBT SERVICE FUNDS:</b>						
LTGO 2008A Bond	349,705	300	0.09%	349,705	300	0.09%
LTGO 2010 Bond	37,082	0	0.0%	37,082	0	0.00%
2015 LTGO Bond (REF)	95,955	0	0.0%	95,955	0	0.0%
<b>CAPITAL PROJECT FUNDS:</b>						
Cap Project-Developer Contributions	829,720	330,562	39.8%	4,226,156	106,345	2.5%
Park Mitigation Fund	835,724	74,492	8.9%	3,010,749	79,104	2.6%
Real Estate Excise Tax I	612,911	231,941	37.8%	1,128,878	81,402	7.2%
Real Estate Excise Tax II	1,279,198	236,926	18.5%	3,839,582	4,551	0.1%
Sidewalk Capital Project	473,191	4,134	0.9%	622,000	0	0.0%
<b>ENTERPRISE FUNDS:</b>						
Sewer	1,067,650	6,454	0.6%	1,090,198	4,480	0.4%
Storm & Surface Water	1,603,826	116,921	7.3%	2,109,179	335,882	15.92%
<b>INTERNAL SERVICE FUNDS:</b>						
Unemployment	669	354	53.0%	30,000	42	0.1%
Capital Equipment - Computer	202,932	10,290	5.1%	351,994	83,470	23.7%
Capital Equipment - Vehicle Replacement	10,020	37	0.4%	0	0	
Capital Equipment - Police	64,620	3,751	5.8%	113,540	10,681	9.4%
Capital Equipment - PW	403,462	1,536	0.4%	92,930	49,983	53.8%
Aerator Equipment Replacement	0	345	#DIV/0!	0	0	0.0%
<b>FIDUCIARY FUNDS:</b>						
Refundable Deposits	101,000	2,040	2.0%	178,252	114	0.1%
Treasurer's Trust	301,200	77,535	25.7%	303,740	66,196	22%



**General Fund Operating Revenues and Expenditures  
Budget to Actual**

**As of March 31st, 2018**



REVENUE SOURCES	2018 BUDGET	THROUGH MARCH	
		2018	% OF BUDGET
<b>Taxes:</b>			
-Property Tax-Regular	\$ 3,338,633	\$ 106,045	3.2%
-Sales -.85%	2,733,461	650,889	23.8%
-Criminal Justice Sales - 0.1%	557,859	146,607	26.3%
-Utility	1,737,279	460,522	26.5%
-Gambling tax/leasehold excise	27,534	9,700	35.2%
Licenses & Permits	464,145	127,172	27.4%
Building Permits	1,080,000	168,099	15.6%
Intergovernmental	759,863	167,587	22.1%
Charges for services	430,200	155,626	36.2%
Fines & Forfeitures	154,000	61,875	40.2%
Miscellaneous	139,108	53,974	38.8%
Other financial sources/Transfers	1,502,000	1,392	0.1%
Non-Revenues	5,000	-	0.0%
<b>Total Revenues</b>	<b>\$ 12,929,081.27</b>	<b>\$ 2,109,487</b>	<b>16.3%</b>
Beginning Fund Balance	\$ 6,696,846	\$ 6,696,846	100.0%
<b>Total Resources</b>	<b>\$ 19,625,927</b>	<b>\$ 8,806,333</b>	<b>44.90%</b>

EXPENDITURES	2018 BUDGET	THROUGH MARCH	
		2018	% OF BUDGET
Legislative & Executive	\$ 224,996	\$ 76,457	34.0%
Administration	178,424	53,525	30.0%
City Clerk	283,537	49,634	17.5%
Finance	505,234	92,736	18.4%
Human Resources	235,099	50,162	21.3%
Information Technology	298,970	62,996	21.1%
Planning & Community Development	1,490,568	289,815	19.4%
Law Enforcement	7,066,114	1,927,052	27.3%
Parks	530,300	124,083	23.4%
Legal	598,270	88,254	14.8%
Community	92,086	8,598	9.3%
General Government	3,295,023	418,353	12.7%
Other	0	0	0.0%
<b>Total Expenditures</b>	<b>\$ 14,798,621</b>	<b>\$ 3,241,664</b>	<b>22%</b>
Total Increase (Decrease) to Resources	\$ (1,869,540)	\$ (1,132,177)	60.6%
<b>Ending Fund Balance</b>	<b>\$ 4,827,306</b>	<b>\$ 5,564,669</b>	<b>115.30%</b>

**Street Fund Operating Revenues and Expenditures  
Budget to Actual**



**As of March 31st, 2018**

<b>REVENUE SOURCES</b>	<b>THROUGH MARCH</b>		
	<b>2018 BUDGET</b>	<b>2018</b>	<b>% OF BUDGET</b>
<b>Taxes:</b>			
-Property Tax-Regular	\$ 1,298,357	\$ 41,240	3.2%
Licenses & Permits	28,026	6,800	24.3%
Intergovernmental	734,146	175,909	24.0%
Charges for services	1,500	-	0.0%
Miscellaneous	23,858	8,273	34.7%
Other financial sources/Transfers	2,000	-	0.0%
<b>Total Revenues</b>	<b>\$ 2,087,887</b>	<b>\$ 232,221</b>	<b>11.1%</b>
Beginning Fund Balance	\$ 2,389,895	\$ 2,389,895	100.0%
<b>Total Resources</b>	<b>\$ 4,477,782</b>	<b>\$ 2,622,116</b>	<b>58.60%</b>

<b>EXPENDITURES</b>	<b>THROUGH MARCH</b>		
	<b>2018 BUDGET</b>	<b>2018</b>	<b>% OF BUDGET</b>
Salaries	\$ 885,616	\$ 193,578	21.9%
Benefits	404,126	111,129	27.5%
Supplies	347,261	39,311	11.3%
Professional Services	864,582	127,831	14.8%
Inter Govt	9,063	6,589	72.7%
Capital Outlays	38,288	-	0.0%
Debt Service	881	-	0.0%
Interfund Transfers	184,000	-	0.0%
<b>Total Expenditures</b>	<b>\$ 2,733,817</b>	<b>\$ 478,438</b>	<b>18%</b>
Total Increase (Decrease) to Resources	\$ (645,930)	\$ (246,217)	38.1%
<b>Ending Fund Balance</b>	<b>\$ 1,743,965</b>	<b>\$ 2,143,678</b>	<b>122.90%</b>

**Storm & Surface Water Fund Operating Revenues and  
Expenditures  
Budget to Actual**



**As of March 31st, 2018**

REVENUE SOURCES	THROUGH MARCH		
	2018 BUDGET	2018	% OF BUDGET
<b>Taxes:</b>			
Intergovernmental	25,000	-	0.0%
Charges for services	1,567,508	112,455	7.2%
Miscellaneous	11,318	4,467	39.5%
<b>Total Revenues</b>	<b>\$ 1,603,826</b>	<b>\$ 116,921</b>	<b>7.3%</b>
Beginning Fund Balance	\$ 1,343,804	\$ 1,343,804	100.0%
<b>Total Resources</b>	<b>\$ 2,947,630</b>	<b>\$ 1,460,725</b>	<b>49.60%</b>

EXPENDITURES	THROUGH MARCH		
	2018 BUDGET	2018	% OF BUDGET
Salaries	\$ 818,548	\$ 176,691	21.6%
Benefits	385,028	72,205	18.8%
Supplies	116,580	24,353	20.9%
Professional Services	357,325	53,052	14.8%
Inter Govt	82,971	9,580	11.5%
Capital Outlays	154,027	-	0.0%
Debt Service	10,700	-	0.0%
Interfund Transfers	184,000	-	0.0%
<b>Total Expenditures</b>	<b>\$ 2,109,179</b>	<b>\$ 335,882.120</b>	<b>16%</b>
Total Increase (Decrease) to Resources	\$ (505,353)	\$ (218,961)	43.3%
<b>Ending Fund Balance</b>	<b>\$ 838,451</b>	<b>\$ 1,124,843</b>	<b>134.20%</b>